

**STATE OF GEORGIA
CITY OF DUNWOODY**

RESOLUTION 2016-XX-XX

**A RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE CITY MANAGER’S
EMPLOYMENT CONTRACT**

WHEREAS, The Mayor and City Council appointed George Eric Linton as City Manager and Chief Administrative Officer for the City of Dunwoody in December, 2014; and

WHEREAS, Eric Linton has performed his duties as City Manager fully and admirably, and has been a valuable resource as the City continues its operations; and

WHEREAS, Mayor and City Council wish to amend City Manager George Eric Linton’s employment contract as attached hereto and incorporated herein by reference, effective January 1, 2017.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Dunwoody that authority is hereby granted to the Mayor to amend the employment contract for City Manager George Eric Linton in accordance with this Resolution.

SO RESOLVED, this ____ day of _____, 2016.

Approved:

Denis L. Shortal, Mayor

Attest:

Sharon Lowery, City Clerk
(Seal)

STATE OF GEORGIA
CITY OF DUNWOODY

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT (“2nd Amendment”) is made and entered into this ___ day of September, 2016, by and between the **City of Dunwoody, Georgia**, a municipal body politic and corporate, hereinafter designated “Employer,” and George Eric Linton, hereinafter designated “Employee,” the City Manager of the City of Dunwoody, Georgia.

WITNESSETH:

WHEREAS, Employer and Employee executed an Employment Agreement in December, 2014, for Employee’s services as the City Manager of the City of Dunwoody, Georgia; and

WHEREAS, Section 2A of the Employment Agreement sets the salary of the Employee at \$171,000.00 and provides for increases of compensation on an annual basis; and

WHEREAS, pursuant to adopted Resolution 2016-__-__, adopted on September ____, 2016, the Mayor and City Council authorized the Mayor to amend said Employment Agreement as provided herein, effective January 1, 2017.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 2A of the Employment Agreement herein referenced is hereby amended in its entirety to read as follows:

“For the performance of services pursuant to this Agreement, the City agrees to pay the City Manager an annual base salary of ONE HUNDRED EIGHTY-ONE THOUSAND TWO HUNDRED SIXTY DOLLARS AND 00/CENTS (\$181,260.00) payable in installments at the same time as other City employees are paid.”

2. All other provisions of the Employment Agreement referenced hereto, as well as any previously non-conflicting amendments to same, are hereby retained and continued in full force and effect as if restated in their entirety herein. This Second Amendment to Employment Agreement hereby rescinds any conflicting provisions of the Employment Agreement.
3. This Second Amendment to Employment Agreement shall be effective as of January 1, 2017.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, on this _____ day of _____, 2016.

**CITY OF DUNWOODY, GEORGIA
AS EMPLOYER**

BY: _____
Denis L. Shortal, Mayor

**GEORGE ERIC LINTON
AS EMPLOYEE**

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's office