

## **CITY MANAGER'S EMPLOYMENT AGREEMENT**

WITNESS THIS AGREEMENT made and entered into this 8th day of August, 2022 by and between the CITY OF LACONIA, NEW HAMPSHIRE, a municipal corporation acting through its **CITY COUNCIL** (City) and Kirk T. Beattie (Manager).

### **SECTION 1. EMPLOYMENT**

The City shall employ the Manager to perform the functions and duties specified in the Charter for the City of Laconia, as amended, and the Laconia City Ordinances, as amended, and as these sources may be amended from time-to-time, and to perform other legally permissible and proper duties and functions that the City may assign to the Manager from time to time.

### **SECTION 2. TERM**

The initial term, beginning October 3, 2022, between the Manager and the City will be for three (3) years and will provide for an additional one (1) year extension by mutual agreement at the end of two (2) years (extension completed by October 3, 2024). Thereafter this Agreement will be extended at the end of each subsequent year so that there will always be a full year's contract in place unless the Manager or the Council decides not to renew, in which case there will be a one (1) year period for the Manager to seek other employment and the City to recruit a replacement.

### **SECTION 3. TERMINATION BY MANAGER**

This Agreement may be terminated by the Manager during his term by giving the City sixty (60) days written notice. In that event, the Manager's annual salary and other benefits shall be prorated as of the termination date.

### **SECTION 4. TERMINATION BY CITY COUNCIL**

- A. Nothing contained in the Agreement shall impair the rights of the City to terminate the employment of the Manager at any time whatsoever, at the Council's sole discretion, as outlined in the Charter, Article IV, Section 4.03, provided that in the event of such termination by the City, the City shall be liable to the Manager for the payment on termination described in Section 7 below.
- B. The City may terminate the Manager's employment without incurring liability for the payments described in Section 7 below at any time after the Manager has been convicted of any criminal offense other than a violation level traffic offense, described in RSA 259 through RSA 267 and RSA 625 through RSA 651, or for any intentional gross misconduct. The Manager will be afforded the right to arbitrate any claims of intentional gross misconduct. In the event the Manager is charged with a criminal offense, other than a misdemeanor traffic offense described in RSA 259 through RSA 267 and RSA 625 through RSA 651 during the term of this Agreement, the City

may, in its sole discretion, suspend the Manager, with pay, pending final resolution of such criminal charge.

#### **SECTION 5. TERMINATION ON DISABILITY OR DEATH**

- A. If the Manager becomes permanently disabled, or if he is unable to perform his duties because of sickness, accident, injury or mental incapacity for a period of four successive weeks beyond the expiration of any accrued leave, the City may terminate this Agreement, without incurring the termination pay obligation described in Section 7. The City shall have the right to have an independent physician determine whether the Manager is permanently disabled.
- B. If the Agreement is terminated by the death of the Manager, the City shall not incur the termination pay obligation.
- C. In the case of death, the Manager's spouse will be eligible for 36 months of health insurance coverage under (COBRA).

#### **SECTION 6. SALARY**

The City shall pay to the Manager for his services rendered an annual base salary of \$140,000 (weekly installments of \$2,692.31) payable in installments on the same schedule as other salaried employees of the City are paid. Upon satisfactorily completing the six (6) month introductory period, up to an additional 5% will be awarded to the base salary. All future annual salary adjustments would reflect current management practices (department heads) and would be merit based (up to 5%).

#### **SECTION 7. PAYMENTS ON TERMINATION**

- A. Subject to the provisions contained in Section 4B above, in the event the City elects to terminate this Agreement at any time, the Manager shall be paid all accrued salary, including 457 benefits, for which the Manager shall be paid through the removal date and shall, in addition, be paid a lump sum benefit equal to twelve (12) weeks salary at the then current base rate, less applicable withholding for federal and state taxes. This severance package shall be paid within 30 days of termination.
- B. Upon said payments, the City shall have no further obligations under this Agreement.
- C. No unused leave will be paid out upon termination. Unused leave time will be paid out in the case of death or permanent disability.

#### **SECTION 8. PERFORMANCE EVALUATION**

The City Council shall review and evaluate the performance of the Manager after six (6) months from beginning of the term (March 1, 2023). Written goals will be established between the Manager and the City Council annually and the Manager will be evaluated on an annual basis in April of each year by the Mayor and Council with written documentation prepared by the Mayor. The evaluation will be completed and reviewed with the Manager by April 15<sup>th</sup> of each year.

## **SECTION 9. HOURS OF WORK AND LIMITATION OF OTHER EMPLOYMENT**

The Manager must devote a great deal of time outside the normal office hours of the City, and to that end, the Manager will be allowed periodically to take time off during normal office hours, but total work shall average forty hours per week. The Manager shall not engage in any business activity for compensation and shall not engage in any teaching, consulting or other non-City connected activities for compensation without the prior approval of the City Council.

## **SECTION 10. AUTOMOBILE BENEFITS**

The City will reimburse the Manager for documented business use of his personal vehicle (exclusive of commuting) on a monthly basis at the maximum allowable IRS mileage rate. In consideration thereof, the Manager will agree to provide proof of vehicle insurance coverage equivalent to the limits of the City's automotive policies.

## **SECTION 11. PERSONAL LEAVE TIME**

During the term of this Agreement, the Manager shall accrue leave at a rate of 2.083 days per month (five weeks per year) which will be used for vacation/sick/personal/bereavement time off at his discretion. Time off will be scheduled and coordinated so as to keep the Mayor and Council aware. The Manager must secure concurrence from the Council for vacation periods that will extend beyond two (2) consecutive weeks. Up to 10 unused days may be carried over into the following calendar year, but must be used within the first six months of the new year or they will be lost. No days will be allowed to be paid out (use them or lose them). The Manager shall furnish to the Council a physician's note if he is sick five consecutive days or more.

## **SECTION 12. INSURANCE BENEFITS**

The Manager will be eligible to participate in whichever program the City makes available for its municipal employees now or throughout his tenure

## **SECTION 13. RETIREMENT BENEFITS**

The Manager agrees to opt out of participating in the New Hampshire Retirement System. The City shall provide retirement benefits to the Manager equal to a 7% contribution of the Manager's annual salary to a 457 Deferred Compensation Plan.

## **SECTION 14. PROFESSIONAL ORGANIZATIONS**

The City will agree to budget for reasonable costs associated with the Manager's participation in various professional associations including ICMA, NHMA, MMA NH and to participate in related training and conference activities of these organizations to the extent that participation and attendance enhances his professional standing to the benefit of the City.

**SECTION 15. INDEMNIFICATION**

The City shall defend, save harmless and indemnify the Manager for any and all losses, including attorney's fees and costs related to any tort, professional liability claim, or demand, or other legal action or suit, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Manager's duties, to the maximum extent allowed by law.

**SECTION 16. BONDING**

The City shall bear the full cost of any fidelity or other bonds required of the Manager under any law or Ordinance.

**SECTION 17. OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

While residency is not a requirement of the position, it is the desire of the City that the Manager live within a 30 mile radius from Laconia. The City may fix any other terms and conditions of employment as it may determine from time to time, relating to the performance of the Manager, provided such terms and conditions are consistent with the provisions of this Agreement, the Charter, or any other state law and City Ordinances.

**SECTION 18. NO REDUCTION OF BENEFITS**

The City shall not, during the term of this Agreement, reduce the salary, compensation or other financial benefits of the Manager, except to the extent it may impose such a reduction across-the-board for all employees of the City.

**SECTION 19. START DATE**

The start date for the Manager shall be October 3, 2022.

**SECTION 20. NOTICES**

Notices pursuant to this Agreement shall be given by first-class mail, postage prepaid, addressed as follows:

- 1) City: Mayor, City of Laconia  
c/o City Hall  
45 Beacon St. East  
Laconia, NH 03246
- 2) Manager: Kirk T. Beattie  
c/o City Hall  
45 Beacon St. East  
Laconia, NH 03246

Notice shall be deemed given as of the date of deposits as such written notice in the United States Postal Service.

CITY OF LACONIA, NEW HAMPSHIRE

ATTEST:

By

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Andrew Hosmer, Mayor

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Kirk T. Beattie, Manager

(CITY SEAL)