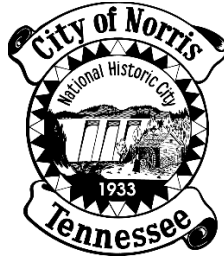




City of Norris

Monday, December 1, 2025 Special Called Meeting Packet

1. Agenda
2. Resume - Bailey Whited
3. Proposed Employment Agreement (Updated Nov. 26, 2025)



City of Norris

Monday, December 1, 2025 - Special Called Meeting

Agenda

- I. Hear From the Public
- II. New Business
 - a. Consideration of Appointing Bailey Whited as City Manager

Bailey Whited

Education and Certifications

Certified Municipal Finance Officer

University of Tennessee Knoxville, TN *January 2020 – December 2020*

Master of Public Policy and Administration 3.98 GPA

- Recipient of Ogle/Cameron Scholarship

University of Tennessee Knoxville, TN *August 2017 – December 2019*

Bachelor of Arts in Political Science 3.91 GPA

- Squad Leader and member of the Pride of the Southland Marching Band

Work Experience

City of Norris Norris, TN *February 2023 – Present*

Assistant City Manager Full Time

- Reviewed municipal code and drafted amendments to modernize language and address City Council policy directives.
- Developed and implemented internal controls to ensure regulatory compliance in municipal operations and financial systems.
- Assisted the city manager with budgeting, internal auditing, and policy development.
- Coordinated with department heads to execute projects and initiatives.
- Directed the development of parks and recreation facilities, serving as project lead for a \$750,000 grant-funded sports complex development.
- Managed administrative functions and correspondence related to planning and zoning matters.

City of Rockford Rockford, TN *May 2021 – February 2023*

City Manager/Recorder Full Time

- Carried out the policies of the Rockford City Commission while ensuring compliance with all relevant laws of the State of Tennessee.
- Managed all dimensions of the city's finances including budgeting, accounting, purchasing, reconciling bank accounts, and financial reporting.
- Managed the procurement and spending of federal and state grants.
- Collaborated with various contractors to ensure that the needs of the city and its people were met.
- Communicated with the public to schedule park reservations, issue permits, and discuss any perceived issues within the city.

United States Census Bureau Knoxville, TN *August 2020 – September 2020*

Enumerator Part Time (20 hours per week)

- Assisted citizens in completing the 2020 Census questionnaire in diverse areas around Knoxville.
- Honed verbal communication skills while handling complex situations with respondents.

Office of the Lt. Governor Nashville, TN *January 2019 – May 2019*

Legislative Intern Full Time

- Served as a point of communication for various state official and members of Lt. Governor McNally's constituency over the phone and in person.
- Coordinated tours and meetings with the heads of state departments for 6 groups consisting of both adults and teenage individuals who visited the state capital.

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, by and between the City of Norris, State of Tennessee, a municipal corporation, (hereinafter called the “Employer”), as party of the first part, and Bailey Alexander Whited, (hereinafter called “Employee”), as a party of the second part.

WITNESSETH:

WHEREAS, said Employee has served as Assistant City Manager of the City of Norris since February 13, 2023; and,

WHEREAS, Employer desires to appoint said Employee as City Manager of the City of Norris; and,

WHEREAS, it is the desire of the City Council to provide certain benefits, establish/maintain certain conditions of employment, and to set working conditions of said Employee; and,

WHEREAS, it is the desire of the City Council to (1) obtain the services of the Employee and to provide inducement for them to remain in such employment, (2) to make possible full work productivity by assuring Employee’s morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) to provide a just means for terminating Employee’s service at such time as they may be unable to fully discharge their duties due to disability or when the City may desire to otherwise terminate their employment; and,

WHEREAS, Employee desires to serve as City Manager of said Employer.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the City of Norris and Bailey Alexander Whited (collectively referred to as the parties) hereto agree as follows:

ARTICLE I

Section 1.01: Term

The term of this Agreement shall be for an initial period of five years from [date] to [date]. This Agreement shall automatically be renewed on its anniversary date for a one year term unless notice that the Agreement shall terminate is given at least 180 days before the expiration date.

In the event the Agreement is not renewed, all compensation, benefits, and requirements of the Agreement shall remain in effect until the expiration of the term of the Agreement unless Employee voluntarily resigns.

Section 1.02: Duties and Authority

- A. Employer agrees to employ Employee as City Manager to perform the functions and duties specified in the Charter of the City of Norris, the Municipal Code of the City of Norris, and the Norris City Manager’s job description, and to perform other legally permissible and proper duties and functions as assigned by Employer, subject to any limitations set forth in this Section. Employee shall not be required to accept Employer’s assignment of any duties outside the scope of those customarily performed by persons holding the role of city manager in the absence of Employee’s express written consent to such assignment. Employer may not reassign Employee

to another position in the absence of Employee's express written consent to such assignment. Employer shall not unreasonably interfere with Employee's performance of such duties.

- B. Employee shall be the chief administrative officer of the Employer and faithfully perform Employee's lawfully prescribed and assigned duties with reasonable care, diligence, skill, and expertise in compliance with all applicable, lawful governing body directives; state local, and federal laws, and Employer policies, rules, and ordinance as they exist or may hereafter be amended.
- C. Employee shall serve and fulfill the duties of Parks and Recreation Director, exercising administrative and supervisory authority over the City's parks and recreation programs and personnel, unless and until the City Council reassigns those duties by formal action.
- D. Except as may be provided otherwise by applicable law, regulation, or Employer's agreement with any other person, Employee shall have the ultimate supervisory and managerial authority and responsibility to hire, direct, assign, reassign, evaluate, change the terms and conditions of employment, and terminate the employment of all other employees of Employer consistent with the policies of the governing body and the ordinances and charter of the Employer, which authority may be delegated by Employee to such other employees as Employee deems appropriate.
- E. Except as may be provided otherwise by applicable law, regulation, or Employer's agreement with any other person, Employee shall have the authority to establish internal regulations, rules, and procedures which the Employee deems necessary for the efficient and effective operation of the Employer.
- F. Employee shall be entitled to attend all meetings of the governing body, including both public and lawful non-public sessions, except those lawfully convened to discuss this Agreement or the Employee's performance.
- G. Employer agrees to promptly communicate and provide Employee a reasonable opportunity to cure all substantive criticisms, complaints, and suggestions with respect to Employee's performance of services pursuant to this Agreement.
- H. Except as may be provided otherwise by applicable law, regulation, or this Agreement, Employee shall carry out Employer's lawful policy directives, goals, and objectives, as communicated to Employee by Employer's governing body, while presenting information and recommendations that allow for fully informed policy decisions that both address immediate needs and anticipate future conditions.

Section 1.03: Ethical Commitments

The Employer expects the Employee to adhere to the highest professional standards. The Employee's actions will always comply with those standards. The Employee agrees to follow the Code of Ethics of the International City/County Management Association (ICMA) and the ethics rules, regulations, and laws of the State of Tennessee. The ICMA Code of Ethics can be found on the ICMA website, icma.org.

Consistent with the standards outlined in the Code, the Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time. Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics. Neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality, and merit.

ARTICLE II: COMPENSATION AND BENEFITS

Section 2.01: Compensation

- A. Base Salary: Employer agrees to pay Employee an annual base salary of ninety-five Thousand Dollars (\$95,000) payable in installments at the same time that the other employees of the Employer are paid.
- B. This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies, including any cost-of-living adjustments granted to other employees of the Employer, which shall be applied to Employee on the same basis and at the same time as such adjustments are applied to other employees.
- C. In addition, beginning on the first anniversary of this Agreement, and on each anniversary thereafter, the Employee's annual base salary shall increase by Three Thousand Dollars (\$3,000) provided that the Employee's most recent annual performance evaluation under Section 3.01 results in an overall rating of Satisfactory or higher.
If the Employee's evaluation is less than satisfactory, no increase shall be applied for that year, and eligibility for subsequent increases shall resume upon receipt of a satisfactory evaluation conducted pursuant to Section 3.01. This subsection (C) shall not be construed to prevent or limit any cost-of-living adjustment (COLA) granted to other employees of the City from being applied to Employee.
- D. At any time during the term of the Agreement, Employer may, in its discretion, review and adjust the salary of the Employee, but in no event shall the Employee be paid less than the salary set forth in Section 2.01.A. of the Agreement except by mutual written agreement between Employee and Employer. Such adjustments, if any, shall be made pursuant to a lawful governing body action. In such event, Employer and Employee agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

Section 2.02: Health, Disability, and Life Insurance

- A. Employer agrees to provide, and the Employee shall be entitled to participate in, any employee benefit plan that Employer has adopted or may adopt, maintain, or contribute to for the benefit of its employees generally, at the same level and under the same eligibility requirements as apply to other City employees. These benefits shall include, but are not limited to, health, hospitalization, surgical, disability, and life insurance coverage as provided under the City of Norris and Norris Water Commission Personnel Policy, as amended.
- B. The City shall maintain short-term and long-term disability insurance and term life insurance for the Employee on the same basis as other employees. The Employee may designate the beneficiary for any life insurance coverage.
- C. No term of this Agreement shall be interpreted to reset or replace existing benefits or terms of service previously earned by the Employee.

Section 2.03: Annual and Sick Leave

Upon appointment to this position, the Employee shall retain all previously accrued sick leave and vacation leave balances earned through prior service with the City. The Employee shall continue to accrue and use sick leave and vacation leave at the same rate and under the same rules and provisions applicable to other employees in accordance with the City's personnel policies, including participation in any applicable leave buy-back or payout programs. No additional leave hours shall be credited to the Employee upon commencement of this Agreement.

Section 2.04: Automobile Allowance

The Employee's duties will require exclusive and unrestricted use of an automobile. The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$3,600 per year, payable monthly, as a vehicle allowance. This allowance shall be paid in the Employee's regular paycheck so that record keeping will not be required, therefore most easily complying with IRS regulations. The Employee shall be solely responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of the vehicle. Employee shall maintain a valid driver's license in good standing. Employee shall provide Employer with a copy of their driving record, if requested. Employee shall maintain their vehicle in a safe manner and shall ensure that their vehicle has all appropriate inspections/maintenance and is properly registered at all times.

Section 2.05: Retirement

The Employee shall continue participation in the retirement programs available to City employees and shall remain entitled to the same retirement benefits, terms, and employer contributions as provided to other employees of the City, consistent with applicable state law and the City's personnel policies. The Employee's prior credited service and participation in such programs shall be preserved without interruption.

Section 2.06: General Business Expenses

- A. Employer agrees to budget and pay for professional dues, including but not limited to ICMA and TCMA, and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
- B. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer.
- C. Employer shall not require Employee to use vacation leave when participating in professional development activities.

ARTICLE III: GENERAL WORK CONDITIONS

Section 3.01: Performance Evaluation

Employer shall annually review the performance of the Employee by May 1st of each fiscal year subject to a process, form, criteria, and format for the evaluation, which shall be mutually agreed upon by the Employer and Employee. Such evaluation format shall consider any work plan, performance metrics, and/or goals of the city developed by the Employer and Employee and formally adopted by the Employer. Nothing in this section shall be construed as limiting the Employer's authority to conduct an evaluation of the Employee's performance at any time deemed appropriate by a majority vote of the governing board, in its sole discretion.

Section 3.02: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours of business for the Employer, and to that end Employer intends that reasonable time off be permitted to Employee, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the City Manager.

Section 3.03: Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with their responsibilities under this Agreement.

ARTICLE IV: EMPLOYMENT SEPARATION

Section 4.01: Resignation

Employee may terminate this Agreement by providing a minimum of 30 days' notice of Employee's voluntary resignation subject to any applicable requirements set forth by state or local law and will not be entitled to any Severance Pay or benefits as defined herein, except for payout of accrued vacation leave.

Section 4.02: Termination

- A. For the purposes of this Employment Agreement, termination shall occur when:
 - a. A majority of the governing body votes to terminate the Employee at a properly posted and duly authorized public meeting.
 - b. The Employer, citizens, or Tennessee legislature acts to amend any provisions of the Norris City Charter pertaining to the role, powers, duties, authority, or responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
 - c. The Employer reduces the base salary, compensation, or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads.
- B. Employee's refusal to comply with a directive that violates the ICMA Code of Ethics shall in no event serve as cause for termination.

Section 4.03: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 4.02.

- A. If the Employee is terminated, the Employer shall provide a minimum severance payment equal to fourteen (14) weeks of salary at the rate of pay earned by the Employee at the time of their termination. This Severance Pay shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee. This Severance Pay shall not include any amounts for automobile allowance defined under section 2.04.
- B. The Employee shall be compensated, at the rate of pay earned by the Employee at the time of their termination, for all accrued annual time and other leave where payment is normally provided to other employees upon termination.
- C. Severance Pay is not available to Employee in the case of death, voluntary resignation by the Employee, or termination for cause (as defined in Section 4.04).

Section 4.04. Termination for Cause

- A. This Employee Agreement may be terminated for cause by the Employer upon a finding that the Employee has committed one of the following:
 - a. Has been found or otherwise pleading guilty to or convicted of a felony or crime involving moral turpitude or committed any act of theft, embezzlement, or fraud involving Employer.

- b. Illegal drug use, or a chemical dependency which adversely affects the performance of Employee's duties and responsibilities to the Employer.
 - c. Has engaged in actions deemed by the Employer to be conflicts of interest as defined by State law or in the City's Personnel Policies and Procedures.
 - d. Has engaged in actions deemed by the Employer to constitute gross negligence, misconduct, or malfeasance.
 - e. Discriminatory or harassing behavior or any inappropriate treatment of relations with any employee, agent, consultant, or customer of the Employer or any other member of Employer, or any other person or entity with whom the Employer has a business relationship.
 - f. Has engaged in conduct or activities deemed by the Employer to be detrimental to the good name and reputation of the City of Norris, provided that the Employee was given written notice of specific allegations of such inappropriate conduct and the Employee failed to substantially cure such alleged deficiencies within thirty (30) days.
 - g. Employee received an unsatisfactory evaluation for two (2) successive Performance Evaluation periods in accordance with Section 3.01, assigned in the sole discretion of the Employer.
 - h. If the Employee is permanently disabled or is otherwise unable to perform their duties because of sickness, accident, injury, mental incapacity, or health for a period of four (4) successive weeks beyond any accrued sick leave or statutorily required family medical leave, the Employer shall have the option to terminate this Employment Agreement for cause.
- B. Should the Employee be terminated for any of the reasons enumerated in this section, their severance pay shall be limited, at most, to reimbursement of accrued vacation leave, at the rate of pay earned by the Employee at the time of their termination of employment.
- C. Employee's refusal to comply with a directive that violates the ICMA Code of Ethics shall in no event serve as cause for termination.

ARTICLE V: GENERAL COVENANTS

Section 5.01: Bonding

Employer shall bear the full cost of any bonds that Employee is required to obtain by any law or ordinance.

Section 5.02: Residency Requirement

Employee is not required to live within the corporate boundaries of the City of Norris.

Section 5.03. Amendments

This Employment Agreement may be amended by the mutual consent of the City and the Employee.

Section 5.04. Effective Date and Severability

This Employment Agreement shall become effective on [date] or as soon thereafter as both the City and Employee sign the Employee Agreement. The invalidity or partial invalidity of any portion of this Employee Agreement will not affect the validity of any other provision. In the event that any provision of this Employee Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and affect as if they have been executed by both subsequent to the expungement or judicial modification of the invalid provision.

Section 5.05. Governing Law

This Employment Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Tennessee, without regard to its conflict of laws principles.

Section 5.06. Headings

The section and other headings contained in this Employment Agreement are for refence purposes only and shall not in any way affect the meaning and interpretation of this Employment Agreement.

Section 5.07. Binding Nature

This Employment Agreement shall be binding and inure to the benefits of the heirs, legal representatives, successors, and assigns of the parties hereto. It may not be amended orally, but only by agreement in writing signed by all parties hereto.

Section 5.08. Entire Agreement.

This Employment Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, arrangements, and understandings with respect hereto. No representation, promise, inducement, statement, or intention has been made by the parties hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not so set forth herein.

IN WITNESS WHEREOF, the City of Norris has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Recorder and the Employee has signed and executed this agreement, in duplicate, the day and year first above written.

BY: _____
Mayor

ATTEST: _____
City Manager

BY: _____
Employee