

**NORRIS CITY COUNCIL
SPECIAL CALLED MEETING
October 24, 2023 – 7:00 p.m.**

Agenda

- I. Call to Order**
- II. Hear the Public**
- III. New Business**
 - a. Consideration of the First Reading of Ordinance #661, entitled, “An Ordinance of the City of Norris, Tennessee, to Amend Title 9, Chapter 4, Mobile Food Vending.”
 - b. Consideration of the First Reading of Ordinance #662, entitled, “An Ordinance of the City of Norris, Tennessee, to Amend Title 15 Motor Vehicles, Traffic and Parking, Chapter 6 Parking.”
 - c. Consideration of Setting Date for Public Hearing for Ordinances
 - d. Consideration of Resolution #18-2023, entitled, “A Resolution Approving an Amended Agreement Between the City of Norris and Charles Adam Ledford for City Manager.”
- IV. Adjourn**



ORDINANCE 661

AN ORDINANCE OF THE CITY OF NORRIS, TENNESSEE, TO AMEND TITLE 9, CHAPTER 4, MOBILE FOOD VENDING.

WHEREAS, the City Council of the City of Norris desires to amend Title 9 of the Municipal Code to make adjustments to the regulation of Mobile Food Vending.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORRIS, TENNESSEE THAT:

SECTION 1: Title 9, Chapter 4 shall have its sections renumbered to accurately display the chapter number (i.e. 9-601 becomes 9-401).

SECTION 2: Section 9-403 shall be amended as follows:

9-403. Permit Fee. Owners of mobile food preparations vehicles shall pay an annual permit fee of fifty dollars (\$50) per mobile food vehicle unit ~~per~~ ~~month~~.

SECTION 3: Section 9-405(8) shall be repealed and replaced with the following language:

(8) Approved vendors operating during a City sponsored or co-sponsored event may acquire a temporary mobile food vending permit and are exempt from the following regulations:

- (a) 9-403
- (b) 9-404(2)(e)
- (c) 9-404(2)(f)

SECTION 4: Title 9, Chapter 4 shall be amended by adding an additional section 9-408. Hours of Operation as follows:

9-408. Hours of Operation. Mobile food vendors may not operate between the hours of 11:00 p.m. and 7:00 a.m.

SECTION 5: Severability. Each section, paragraph, sentence, and clause of this ordinance is declared to be separate and severable. The invalidity of any section, subsection, paragraph, sentence, or clause shall not affect the validity of any other provision of the ordinance.

SECTION 6: Repealer. All ordinances and parts of ordinances which are inconsistent with any provision of this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 7: Effective. This ordinance shall take effect and be in force from and after its approval as required by law.

Adopted First Reading: _____

Public Hearing: _____

Adopted Second Reading: _____

Signed, Mayor

Attest, City Manager



ORDINANCE NO. 662

AN ORDINANCE OF THE CITY OF NORRIS, TENNESSEE, TO AMEND TITLE 15, CHAPTER 6, PARKING

- WHEREAS,** Title 15, Chapter 6, Parking of the Norris Municipal Code addresses public parking regulations within the City of Norris; and
- WHEREAS,** the current parking regulations do not adequately address the safety needs of the community; and
- WHEREAS,** the Norris City Council wishes to prohibit street parking on certain roadways to allow for clearer, safer, and more easily traversable streets.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Norris, Tennessee that:

Section 1. Title 15, Chapter 6, Parking, section 15-604. Where prohibited be amended by adding the following item (14):

(14): On all city streets except Hickory Trail and Chestnut Dr.

This prohibition shall not apply to drivers of delivery vehicles when actively making deliveries and off-street parking is unavailable, provided that such parking is not in violation of any other part of this code and so long as the parked delivery vehicle has flashing lights, is visible from a distance of 200 feet in each direction, and maintains at least 12 feet of clearance in the roadway. Nor shall this prohibition apply to emergency services, city employees acting in their official duties, or anyone performing official duties on behalf of the city.

SECTION 2: Severability. Each section, paragraph, sentence, and clause of this ordinance is declared to be separate and severable. The invalidity of any section, subsection, paragraph, sentence, or clause shall not affect the validity of any other provision of the ordinance.

SECTION 3: Repealer. All ordinances and parts of ordinances which are inconsistent with any provision of this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 4: Effective. This ordinance shall take effect and be in force from and after its approval as required by law.

Adopted First Reading: _____

Public Hearing: _____

Adopted Second Reading: _____

Signed, Mayor

Attest, City Manager



RESOLUTION NO. 18-2023

A RESOLUTION APPROVING AN AMENDED AGREEMENT BETWEEN THE CITY OF NORRIS AND CHARLES ADAM LEDFORD FOR CITY MANAGER

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2023, by and between the City of Norris, State of Tennessee, a municipal corporation, (hereinafter called the “City”), as party of the first part, and _____, (hereinafter called “Employee”), as a part of the second part.

WITNESSETH:

WHEREAS, the City desires to continue to employ the service of said as City Manager of the City of Norris; and,

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

WHEREAS, it is the desires of the City Council to (1) continue to retain 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 desire to continue employment as City Manager of said City.

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 Charles Adam Ledford (collectively referred to as the parties) hereto agree as follows:

Section 1. Term

The City agrees to continue to employ Employee for three (3) years pursuant to the terms of this Employment Agreement, and the Employee agrees to be so employed, commencing as of _____ (hereinafter called the “Effective Date”). Employee’s employment hereunder shall be “at will” and may be terminated by either the City or Employee at any time in accordance with Section 7 and the terms of this Employment Agreement. At the conclusion of each

yearly anniversary of the Effective Date, the terms of this Agreement shall be automatically extended for successive one-year (1-year) periods, provided, however, that either party hereto may elect not to extend this Agreement by giving written notice to the other party at least ninety (90) days prior to the end of the current term at any time subject to the terms in this Agreement. The period of time between the Effective Date and the termination of Employee's employment herein shall be referred to as the "Employment Term".

Section 2. Duties and Authority

The City agrees to continue to employ Employee as City Manager to perform the functions and duties specified in the Charter of the City of Norris, City Manager Job Description, the Municipal Code of the City of Norris, and to perform other legally permissible and proper duties and functions as the Mayor and City Council may from time-to-time assign. It is recognized the Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside of normal office hours to the business of the City. The Employee acknowledges the proper performance of the duties of the City Manager will require the Employee to generally observe normal business hours. The Employee agrees to devote such additional time as is necessary for the full and proper performance of the City's duties and that the compensation herein provided includes compensation for the performance of all such services. However, the City intends that reasonable time off be permitted the 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. During the term of employment, the Employee will devote all of their professional time, attention, skill, and efforts to the performance of their duties for the City, although Employee is allowed to manage their passive personal investments so long as the activities in the aggregate do not materially interfere or conflict with Employee's duties hereunder or result in a business or fiduciary conflict, as determined in the sole discretion of the City.

Section 3. Compensation

The City agrees to pay Employee an annual base salary of One Hundred Thirteen Thousand, Three Hundred Dollars (\$113,300 of which \$9,000 is paid by Norris Water Commission), payable in installments at the same time that the other employees of the City are paid ("Base Salary"). The base salary will be adjusted to include any and all COLA increases approved for the non-exempt employees. This Employment Agreement shall be automatically amended to reflect any salary adjustments that are provided by the City, and due consideration shall be given on an annual basis to increase the Employee's compensation in the sole discretion of the City.

Section 4. Health, Disability, Retirement, Life Insurance, and Other Benefits

The City agrees to continue to provide, and the Employee shall be entitled to continue to participate in any employee benefit plan that the City has adopted or may adopt, maintain, or contribute to for the benefit of its employees generally and at the same level of benefits provided to other employees of the City, including those for health (activation consistent with the term of the City of Norris & Norris Water Commission Personnel Policy), retirement (match up to 3%), disability, life insurance, and any other benefits provided to other employees, subject to the applicable eligibility requirements and further subject to any subsequent modifications (including terminations) as enacted by the City with respect to such plans or benefits from time-to-time. No terms of this agreement shall be implied or interpreted to reset/replace existing benefits or terms of service.

Section 5. Annual and Sick Leave

Upon commencing employment, the Employee shall be credited with six (6) days of annual leave. Beginning with the Employee's first day of employment, the Employee shall then accrue sick and annual leave on an annual basis at the same rate provided to other employees and in accordance with any policies and plans adopted or modified by the City.

Section 6. Automobile Allowance

The Employee's duties will require exclusive and unrestricted use of an automobile. The City agrees to pay the Employee, during the term of this Employment Agreement and in addition to other salary and benefits herein provided, the sum of Three Hundred Dollars (\$300.00) per month, 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 City 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 7. Termination of Employment

For the purposes of this Employment Agreement, Employee's employment and Employment Agreement shall terminate on the first of the following to occur:

- a) A majority of the governing body votes to terminate the Employee at a 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;
- 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;
- d) The Employee voluntarily resigns;
- e) Immediately upon written notice by the Employer to Employee of a termination for Cause as defined in this Agreement;
- f) Upon mutual consent of the Employee and Employer;
- g) Upon expiration of the Initial Term, unless extended;
- h) Disability as defined in this Agreement; or
- i) Death. Automatically on the date of death of the Employee.

Section 8. Severance Pay

If the Employee is terminated, except as provided in Section 9 below or as the result of Disability, as defined herein, or death, the Employer shall provide a minimum severance payment equal to fourteen (14) weeks of salary, with Health Insurance, Life Insurance, and Retirement, at the rate of pay earned by the Employee at the time of their termination, and in accordance with all benefit plan and eligibility requirements ("Severance Pay"). This Severance Pay shall be paid in a lump sum unless otherwise

agreed to by the Employer and the Employee. The Employee shall also 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. Severance Pay is not available to Employee in the case of death, disability as defined in Section 11, voluntary resignation by the Employee, or termination for cause as defined in Section 9.

Employee shall receive (1) one-week additional severance for every full year that employee remains employed by the City, not to exceed (21) twenty-one weeks in total.

Section 9. Termination for Cause

This Employee Agreement may be terminated by the Employer upon a finding that the Employee:

- 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, determined in the sole discretion of Employer;
- 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; or
- 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 a grade of D or lower for two (2) successive Performance Evaluation periods in accordance with Section 12 below, assigned in the sole discretion of the Employer;

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.

Section 10. Voluntary Resignation

In the event that the Employee voluntarily resigns their position with the Employer, the Employee shall provide a minimum of thirty (30) day notice unless the parties agree otherwise and will not be entitled to any Severance Pay or benefits as defined herein, except for accrued vacation leave.

Section 11. Disability

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 subject to the conditions of Section 9.

Section 12. Performance Evaluations

Annually, within sixty (60) days of the anniversary of this employment agreement, the Employer shall review the performance of the Employee subject to a process, form, criteria, and format for the evaluation mutually agreed upon by the Employer and the Employee. 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 13. Residency Requirement

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

Section 14. Professional Associations and Conferences

The Employer agrees to pay the cost of the Employee's attendance of professional conferences and membership in the Tennessee City Management Association (TCMA) and the International City/County Management Association (ICMA).

Section 15. Amendments

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

Section 16. Effective Date and Severability

This Employment Agreement shall become effective on _____, 2023 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 17. 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 18. Headings

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

Section 19. 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 20. 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