

RESOLUTION NO. 21-021

A RESOLUTION AUTHORIZING AND APPROVING OF AN INCREASE IN THE CITY MANAGER'S VEHICLE ALLOWANCE AND AUTHORIZING AN AMENDMENT TO THE CITY MANAGER AGREEMENT; PROVIDING FOR NO OTHER AMENDMENTS TO THE CITY MANAGER AGREEMENT; AND PROVIDING FOR OPEN MEETINGS AND EFFECTIVE DATE CLAUSES

WHEREAS, the City Council had approved and entered into an employment agreement between the City of Marlin and Cedric Wayne Davis, Sr., dated May 14, 2019, known as the *City Manager Agreement* (the "Agreement") for Cedric Wayne Davis, Sr., to serve as the City Manager for the City of Marlin;

WHEREAS, Paragraph 3.5 of the Agreement provides that the City Manager receives a monthly vehicle allowance;

WHEREAS, the City Council intends, by the adoption of this Resolution, to amend the Agreement to provide for an increase in the City Manager's monthly vehicle allowance;

WHEREAS, Paragraph 7.1 of the Agreement requires any amendment to the City Manager Agreement shall be by mutual written signed agreement and approved by the City Council; and

WHEREAS, the adoption of this Resolution and the execution of the Amendment to the City Manager Agreement attached to this Resolution as **Exhibit "A"** is intended to comply with Paragraph 7.1 of the Agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARLIN, TEXAS, that:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. City Council Approval of Increase in the Monthly Vehicle Allowance. The City Council authorizes and approves of an increase in the monthly vehicle allowance to be paid to the City Manager. The City Manager's new monthly vehicle allowance shall be \$500.00 per month.

Section 3. Approval of the Amendment to the City Manager Agreement. The City Council approves of the Amendment to the City Manager Agreement attached to this Resolution as **Exhibit "A"** to amend the amount of the monthly vehicle allowance payable to the City Manager. The City Council approves of and authorizes the Mayor to execute the Amendment to the City Manager Agreement attached to this Resolution as **Exhibit "A."**

Section 4. No Other Amendments. By adoption of this Resolution, the City Council intends only to amend the City Manager Agreement as expressly set forth and provided

in this Resolution and in the Amendment to the City Manager Agreement attached to this Resolution as **Exhibit "A."**

Section 5. Effective Date. This Resolution shall become effective from and after the date of its passage in accordance with the Texas Local Gov.'t Code and the City Charter.

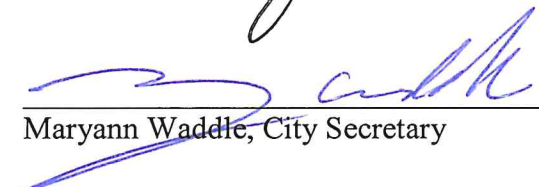
Section 6. Open Meetings. That the City Council has found and determined that the meeting at which this Resolution is considered is open to the public and that notice thereof was given in accordance with the provisions of the Texas Open Meetings Act, Texas Government Code, Chapter 551, as amended, and that a quorum of the City Council was present.

RESOLUTION PASSED AND APPROVED on this the 9th day of November, 2021.





Carolyn Lofton, Mayor



Maryann Waddle, City Secretary

EXHIBIT "A"

AMENDMENT TO THE CITY MANAGER AGREEMENT

This AMENDMENT TO THE CITY MANAGER AGREEMENT, dated and made effective as of November 9, 2021, is intended to and shall serve as an amendment to the City Manager Agreement dated May 14, 2019. Subject to the terms and conditions of this Amendment to the City Manager Agreement, the City of Marlin, Texas (the "City") and Cedric Wayne Davis, Sr. (the "City Manager") agree as follows:

ARTICLE I. AMENDMENT TO THE CITY MANAGER AGREEMENT

Section 1. Amendment to the City Manager Agreement. The City of Marlin and Cedric Wayne Davis, Sr., each agree to amend Section 3.5 of the City Manager Agreement to read as follows:

3.5 Automobile. Manager's duties require exclusive and unrestricted use of a vehicle. The City agrees to pay to Manager, during the term of this Agreement or any extension thereto and in addition to other salary and benefits herein provided, the sum of 500.00 per month, as a vehicle allowance. Manager shall acquire and maintain a vehicle during the term of this Agreement, which shall be available for Manager exclusive and unrestricted use in the performance of his duties hereunder. Manager shall be responsible for obtaining and maintaining at all times while this Agreement is in effect liability, property damage, and comprehensive insurance coverage upon said vehicle and shall be further responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. In addition, for travel outside of a fifty (50) mile radius of the Marlin City Hall, the City shall pay Manager the standard reimbursement rate as allowed by the IRS for out of town business travel.

ARTICLE II. GENERAL PROVISIONS

Section 1. Amendment to the City Manager Agreement Pursuant to Paragraph 7.1. Paragraph 7.1 of the City Manager Agreement requires that amendments to the City Manager Agreement shall be by mutual written signed agreement and approved by the City Council. It is agreed that this Amendment to the City Manager Agreement is amended pursuant to, and shall be executed in accordance with, Paragraph 7.1 of the City Manager Agreement dated May 14, 2019. This Amendment to the City Manager Agreement shall be incorporated and made part of the City Manager Agreement as set forth in and as provided in Section 7.1 of the City Manager Agreement.

Section 2. Consideration. The parties to this Amendment to the City Manager Agreement each agree that the amendments to the City Manager Agreement provided and contained herein shall constitute good and sufficient consideration for this Amendment to the City Manager Agreement.

Section 3. Amendments Exclusive as Set forth in this Instrument.

- a. It is the express intent of the Parties to this Amendment to the City Manager

EXHIBIT "A"

Agreement that this instrument shall not be construed to amend the City Manager Agreement dated May 14, 2019, except as expressly set forth in this instrument as expressly set forth under Article I of this Amendment to the City Manager Agreement.

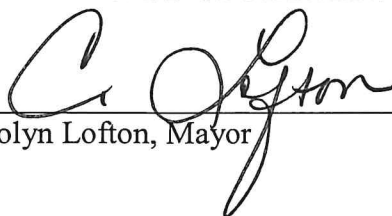
- b. No other amendments, alterations, or changes to the City Manager Agreement dated May 14, 2019, shall be implied by the execution of this instrument. The remainder of the terms, conditions, and provisions set forth in the City Manager Agreement dated May 14, 2019, which are not expressly amended by, in, and through this instrument, shall remain in full force and effect.

Section 4. Severability. If any provision of this Amendment to the City Manager Agreement, or any portion thereof contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Amendment to City Manager Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.


Section 5. Multiple Counterparts. The signature pages of this Amendment to the City Manager Agreement may be executed by the Parties hereto, as the case may be, in separate counterparts. Facsimile signatures and signature pages provided in the form of a pdf or similar imaged documents transmitted by electronic mail shall be deemed an original signature for all purposes hereunder.

AGREED TO AND ACCEPTED BY THE PARTIES on this 9th day of November, 2021.

FOR THE CITY OF MARLIN:

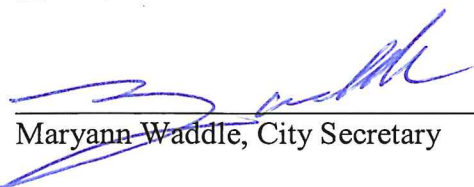


Carolyn Lofton, Mayor




Date

ATTEST:




Maryann Waddle, City Secretary

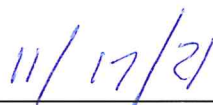


Date

CITY MANAGER:



Cedric Wayne Davis, Sr, City Manager



Date