



RESOLUTION
(67-2015)

**A RESOLUTION OF THE FAIRVIEW CITY COUNCIL AMENDING THE INTERIM
CITY ADMINISTRATOR CONTRACT**

WHEREAS, the City Council desires to amend the Interim City Administrator's Contract to extend through the end of February, 2016 to allow the City additional time to hire a permanent City Administrator; and

WHEREAS, the City Council also desires to recognize the Interim City Administrator's performance during the term of this Contract through additional consideration; and

WHEREAS, the Employee agrees to this amendment to the Contract.

**NOW, THEREFORE, BE IT RESOLVED BY THE FAIRVIEW CITY COUNCIL AS
FOLLOWS:**

Section 1 The City Council authorizes the Mayor to sign and approves a second amendment to the Interim City Administrator's Contract as set forth in the attached Exhibit A.

Section 2 This Resolution is and shall be effective from and after its passage by the Council.

Resolution adopted by the City Council of the City of Fairview, this 18th day of November, 2015.

Mayor, City of Fairview
Ted Tosterud

ATTEST

City Recorder, City of Fairview
Devree Leymaster

11-19-15

Date

**Second Amendment
Interim City Administrator Temporary Employment Contract**

This is the Second Amendment to the Temporary Employment Contract by and between the City of Fairview (City) and Christy Wurster (Employee) executed on June 25, 2015 (Contract) and subsequently amended.

RECITALS

WHEREAS, the City Council desires to amend the Contract to extend through the end of February, 2016 to allow the City additional time to hire a permanent City Administrator; and

WHEREAS, the City Council also desires to recognize the Interim City Administrator's performance during the term of this Contract through additional consideration; and

WHEREAS, the Employee agrees to this amendment to the Contract.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the Parties agree to the amendments to the Contract as set forth below with deletions in strikethrough and additions in italics.

TERMS

1. Section 1 of the Contract is revised as follows:

"The Employee shall be hired as a limited term, temporary employee of the City from July 1, 2015 through and including ~~December 31, 2015~~ *February 29, 2016* unless otherwise terminated as set forth in Section 5 below. In no event will this Contract renew or extend beyond ~~December 31, 2015~~ *February 29, 2016* without the City Council's express approval which approval is in the City Council's sole and absolute discretion."

2. Section 3 of the Contract is revised as follows:

"A. City agrees to pay Employee \$7,725.33 per month in wages payable on the same schedule as it pays the City's regular employees subject to all withholdings required by law. *In the event this Contract is terminated before February 29, 2016, wages will be prorated to reflect actual time worked.* The Employee shall be entitled to take and be compensated for any City observed holiday occurring while she is employed during the term of this contract."

E. City agrees to pay Employee \$14,400 subject to all withholdings required by law as additional consideration for her service during this Contract. In the event this Contract is terminated by the City Council under Section 5(A)(ii) prior to February 29, 2016, this amount will be prorated at a rate of \$1800 per month to reflect actual time worked from July 1, 2015. This additional payment shall be made within two days after the Employee's last day of work. In the event Employee terminates this Contract before February 29, 2015, the employee will not be eligible to receive any amounts under this section 3(E)."

3. Section 5 of the Contract is revised as follows:

~~“A. Resignation. Employee may resign at any time with 30 days advance written notice to the Mayor.”~~

~~B. A. Termination and Removal~~

~~i. Employee is an at-will employee serving at the pleasure of the City Council under the Fairview City Charter.~~

~~ii. The City Council may terminate this Contract at any time, with or without cause, by a majority vote of its members. Notice of Contract termination shall be provided to the Employee with 10 days advance written notice.”~~

The Contract as hereby amended is in full force and effect. Except as expressly modified by this Amendment, the terms, provisions, covenants, and conditions of the Contract shall remain unchanged and are hereby ratified and confirmed as being in full force and effect. In the event of any conflict or inconsistency between the terms of this Amendment and the Contract, the terms of this Amendment shall control.

The parties have executed this Amendment effective as of the last date of signature specified below.

EMPLOYEE

CITY OF FAIRVIEW

Christy Wurster

Mayor Ted Tosterud

Date: _____

Date: _____