

**EMPLOYMENT AGREEMENT**  
**TOWN OF THOMPSON'S STATION, TENNESSEE**  
**TOWN ADMINISTRATOR**

This Agreement is made and entered into this 9<sup>th</sup> day of July, 2024, by and between the Town of Thompson's Station, State of Tennessee, a municipal corporation, by and through its duly elected Board of Mayor & Aldermen (hereinafter "Employer") and Micah Wood (hereinafter "Employee").

Witnesseth:

WHEREAS, Employer desires to memorialize an agreement with Employee to serve as the duly appointed Town Administrator and manage the day-to day operations of the Town of Thompson's Station, Tennessee, and

WHEREAS, Employee has been serving as interim Town Administrator since May 1, 2024; and,

WHEREAS, both parties are satisfied with said employment relationship and wish to continue said arrangement; and

WHEREAS, the parties agree to the terms and conditions of this Employment Agreement in order to clearly define the rights and obligations of the parties;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

**1. Duties.**

Employer hereby retains and employs Employee as Town Administrator for the Town of Thompson's Station to perform the functions and duties of Town Administrator as specified in the Town's Charter, the Town Code, and in Tennessee Code Annotated, §§ 6-1-101 *et seq.* Such duties shall further include performance of other legally permissible and proper duties and functions as the Board of Mayor & Aldermen ("Board") may from time-to-time assign.

Further, Employer hereby retains and employs Employee as Town Planner for the Town of Thompson's Station to perform the functions and duties of the Town Planner as specified in the Town Code, the Land Development Ordinance, and other applicable laws. It is expressly understood by and between Employer and Employee that the Town may employ other employee(s) to serve in planning roles (e.g. Community Development Director, Planning Director, etc.). Employee shall retain the duties of Town Planner for the duration of this Agreement but may so

designate and delegate day-to-day planning duties to other employees in the discretion of the Employee.

Employee will at all times faithfully and industriously, and to the best of Employee's ability and experience and talents, perform all of the duties that may be required of and from Employee pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of Employer based upon the terms and duties as listed and described herein.

Employee agrees to remain in the exclusive employment of the Employer and shall not seek employment with any other employer without first providing prior, written notice to the Board.

**2. Term, Severance, & Annual Review.**

This Agreement shall remain in effect through July 8, 2029 (the "expiration date"). If no action is taken by the Employer, this Agreement shall terminate on the expiration date. At least sixty (60) days, but not more than ninety (90) days, before the expiration date, this Agreement shall be placed on the Board's agenda for review and consideration.

Prior to July 8, 2029, Employee may not be terminated from employment without cause with severance, as defined hereinbelow.

(A) Termination for Cause.

Notwithstanding, Employee may be terminated from employment for cause prior to the expiration date of this Agreement. Specifically, "for cause" shall mean only that the Employee has either been convicted of a misdemeanor or a felony, has committed malfeasance or misfeasance while in office, or for neglect of duty (e.g. failing to execute or violating one of Employee's duties as outlined in Section 1 hereinabove).

If Employer intends to terminate the employment of Employee "for cause," then Employee may demand written notice of the grounds and a public hearing before the Board. A majority vote of the Board shall be final. The Employer reserves the right to suspend the Employee with pay pending a hearing before the Board.

(B) Voluntary Resignation.

The Employee may voluntarily resign his employment prior to the termination date of this Agreement. If Employee chooses to voluntarily resign he shall provide a minimum of sixty (60) days written notice to the Employer by providing the same to the Town Attorney and Mayor. If Employee fails to provide the minimum sixty (60) days written notice of

resignation, the Employer may retain one half (1/2) of any compensable accrued leave time due to the Employee on the date of resignation.

(C) Severance. If the Employee is terminated without cause before the expiration date, the Town agrees to pay Employee a lump sum of three (3) months aggregate salary. On each anniversary of this Agreement, the forgoing lump sum of aggregate salary shall increase by one (1) month, up to a maximum of twelve (12) months. For clarity, no severance will be due Employee if Employee is terminated for cause as outlined hereinabove.

(D) Annual Review. Annually, the Town Attorney will cause a review form to be generated and disseminated to the Board, for anonymous review of the Employee's performance. The anonymous reviews will be compiled by the Town Attorney and sent to the Board and Employee. The Board may then, by proper procedure, place the annual review or any related matter on any Board agenda.

### **3. Salary.**

Employer agrees to pay Employee for services rendered pursuant hereto an annual base salary of One Hundred and Sixty Thousand Dollars (\$160,000.00) payable in bi-weekly installments similar to other employees, less appropriate payroll deductions such as Federal Withholding Taxes and Social Security deductions.

In addition, Employer agrees to increase said base salary and/or other benefits of Employee in such amounts and to such an extent as the other employees of the Town receive and, additionally, as the Employer may determine desirable.

### **4. Death or Disability.**

Disability and/or Death benefits are the same as those of other Town employees, and to the extent that those benefits and responsibilities are set forth in Town policies, they are incorporated herein and made part of this Agreement by reference as if copied verbatim.

### **5. Hours of Work.**

The Employee will devote the time necessary to effectively operate and manage the Town, except that all of his time shall not be required, and that he will minimally work the standard operating hours of the Town plus any additionally hours necessary to effectuate the operations of the Town, attend meetings, etc.

The forgoing notwithstanding, Employee is encouraged to attend applicable conferences and meetings outside of the Town in furtherance of the Town's interest and the duties and professional development of the Employee as Town Administrator and Town Planner.

**6. Leave Time Accruals.**

The Employee shall accrue leave time at the standard and customary rate of all other employees of the Town.

**7. Disability, Health, and Life Insurance.**

The disability, health and life insurance benefits are the same as those of other Town employees and to the extent that those benefits are set forth in Town policies, they are incorporated herein and made part of this Agreement by reference as if copied verbatim.

**8. Retirement**

Employer is a member of the retirement plan already in existence through the Town. Employee's benefits under said plan shall continue with the execution of this Agreement and continue during the term of this Agreement and any subsequent renewal.

**9. Dues, Subscriptions, Memberships, and Expenses.**

Employer agrees to budget and pay for the professional dues and subscriptions of Employee necessary for his continued participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer, including but not limited to those organizations that advance the Employee's duties as Town Administrator and Town Planner.

**10. Professional Development**

A. Employer hereby agrees to budget for and to pay travel and training expenses for Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer.

B. Employer also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for his professional development and for the good of the Employer.

**11. Indemnification and Bonding.**

Employer shall within the limits of the Tennessee Governmental Torts Liability Act (GTLA), T.C.A. 529 -20-101 defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of alleged act or omission occurring in or arising out of the good faith performance of Employee's duties as Town Administrator and Town Planner.

**12. Other Terms and Conditions of Employment.**

A. The Employer, as agreed to by the Employee whose agreement shall not be unreasonably withheld, shall fix any other such terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Town Charter, or any other ordinance or statute.

B. Employee shall be entitled, with pay, to all holidays received by other employees.

C. Employee shall be salaried, shall not accrue compensatory time, and shall not be paid any overtime for additional hours worked in excess of normal work schedules.

**13. No Reduction of Benefits.**

Employer shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of Employee.

**14. Automobile Stipend.**

The Employer shall remit to Employee an automobile stipend in the amount of five hundred dollars (\$500.00) per month, which shall be considered a benefit for tax purposes and not reimbursement for fuel, wear and tear, or other incidental expenses. The stipend shall increase on July 1<sup>st</sup> of each year of this Agreement by an amount equal to the Consumer Price Index.

**15. General Provisions.**

A. This instrument contains the entire agreement between the parties. It may be changed orally but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. This Agreement shall become effective when executed by all necessary parties to the Agreement.

D. If any provision or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, by any Court of competent jurisdiction then the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

E. If it is necessary for either party to take legal action in order to enforce the terms and provisions of this Agreement, then the prevailing party shall be entitled to an award of its reasonable attorneys' fees and discretionary costs.

F. This Agreement shall be interpreted in accordance with the law of Tennessee and the venue for any dispute between the parties shall be the Chancery Court for Williamson County, Tennessee.

**IN WITNESS WHEREOF**, the Town of Thompson's Station, Tennessee Board Mayor & Aldermen has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its Town Recorder and Town Attorney, and the Employee has signed and executed this Agreement, both in duplicate this day and year written below.

Executed this 9<sup>th</sup> day of July, 2024.

**TOWN OF THOMPSON'S STATION**

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**Brian Stover, Mayor**

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**Micah Wood, Town Administrator**

Attest:

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**Regina Fowler, Town Recorder**

Approved as to Legality and Form:

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**Andrew E. Mills, Town Attorney**