

RESOLUTION 25-162

A RESOLUTION OF THE CITY OF SPRING HILL, TENNESSEE, AUTHORIZING THE MAYOR TO SIGN AN EMPLOYMENT AGREEMENT WITH CARTER NAPIER

WHEREAS, the Board of Mayor and Aldermen previously identified Carter Napier as a qualified individual to serve as City Administrator; and

WHEREAS, the City Attorney was previously authorized to commence formal contract negotiations on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, that:

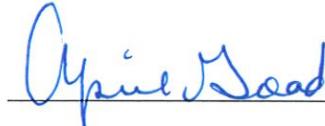
Section 1. The Mayor is hereby authorized to sign the employment agreement with Carter Napier attached herein as Exhibit A.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 7th day of July, 2025.



Matt Fitterer, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

**EMPLOYMENT AGREEMENT
CITY OF SPRING HILL CITY ADMINISTRATOR**

This Agreement, made and entered into July 7, 2025, by and between the City of Spring Hill, State of Tennessee, a municipal corporation, hereinafter referred to as "Employer" and J. Carter Napier, hereinafter referred to as "Employee". Employee is expected to report to work on or before August 20, 2025.

WITNESSETH:

WHEREAS, the City of Spring Hill Board of Mayor and Aldermen ("BOMA") desires to employ the services of Employee as City Administrator of the City of Spring Hill; and

WHEREAS, the Employee desires to accept employment as City Administrator of the City of Spring Hill; and

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

WHEREAS, it is the desire of the BOMA to (1) secure and retain the services of Employee and to provide inducement for him 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 deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) to provide just means for terminating Employee's services at such time as he may be unable to fully discharge the entail functions of the position due to age or disability or when the BOMA may desire to otherwise terminate his employ.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Parties agree as follows:

1. Duties and Authority.

Employer agrees to employ Employee as City Administrator to perform the functions and duties as currently specified in the Spring Hill Charter, applicable ordinances, the Spring Hill Municipal Code and Tennessee Code Annotated, Section 6-4-101. Such duties shall further include performance of other legally permissible and proper duties and functions as the BOMA may from time to time assign.

Employee will at all times faithfully and industriously, and to the best of Employee's ability, 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. Employee's terms and conditions of employment shall be additionally governed by the Personnel Policy of Employer.

2. Term of Employment.

This Agreement shall remain in full force and effect from the date of full execution by both parties, (“Effective Date”) until termination by either party as specified herein.

Either Employee or Employer may terminate this Agreement at any time for any reason without cause upon six (6) months’ notice. In lieu of providing Employee six (6) months’ notice for termination without cause, Employer may pay to Employee a severance payment equal to six (6) months’ salary at the rate of pay earned by the Employee at the time of termination. This severance shall be paid in a lump sum unless otherwise agreed to by the Employee and Employer. The Employee shall also be compensated, at the rate of pay earned by the Employee at the time of his termination, for unused sick and vacation leave.

Termination of this Agreement shall be complete upon the terminating party tendering to the other party written notice of his/its intent to terminate this Agreement.

3. Termination for Cause.

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

- (a) Employee engages in any unlawful or grossly negligent conduct with regards to his duties of employment with Employer, is guilty of any acts of dishonesty in connection therewith, is convicted of a felony, or is convicted of a misdemeanor involving moral turpitude;
- (b) Employee engages in actions deemed to be conflicts of interest as defined by state law, the City’s Personnel Policies and procedures (as may be amended), or the City’s Code of Ethics;
- (c) Employee is primarily residing outside the city limits of Spring Hill, Tennessee;
- (d) Employee fails to maintain his certification as an ICMA credentialed manager.

Should the Employee be terminated for any of the reasons enumerated in this section, his severance package shall be limited to reimbursement of actual accrued pay and vacation leave (unused and carried over), at the rate of pay earned by the Employee at the time of his termination of employment.

4. Disability.

If the Employee is permanently disabled, or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued sick leave or family medical leave, the Employer will have the option to terminate this Agreement subject to the severance pay requirement of Section 2 of this Agreement.

5. Vacation.

The Employee shall be entitled to One Hundred Sixty (160) hours of vacation time annually. From Employee's start date until December 31, 2025, Employee shall be entitled to a prorated portion of the One Hundred Sixty (160) hours of vacation time for 2025. Employee may carry over, on a year-to-year basis, unused vacation leave. Carryover amount shall not exceed One Hundred Sixty (160) hours per year. For sake of clarification, at no time will Employee have more than Three Hundred and Twenty (320) hours of vacation leave in a calendar year.

6. Sick Leave.

The Employee shall be entitled to twelve (12) sick days annually. Unused sick leave may carry over on a year-to-year basis pursuant to the personnel policy of Employer.

7. Life Insurance.

The Employer shall provide or, alternately, reimburse Employee for a life insurance policy with a death benefit equal to one times his annual salary.

8. Vehicle Allowance.

The Employer shall pay Employee a Six Hundred Fifty Dollars (\$650.00) allowance per month toward vehicular-related expenses as Employee will be utilizing his private vehicle in the course and scope of his employment for Employer. Employee's mileage shall not otherwise be reimbursable in Maury or Williamson Counties. However, Employee's out of Maury or Williamson Counties mileage shall be reimbursed by Employer at the standard federal mileage reimbursement rate.

9. City Provided Technology.

Employer agrees to provide directly or via cash allowance the necessary technology systems, including, but not limited to, computer and computer-related systems, mobile phone, etc., to allow the Employee to adequately maintain connectivity to the City's computer network and communication with the BOMA and other City employees while out of the office.

10. Moving Allowance.

The Employer shall reimburse Employee documented related and/or adjacent moving expenses up to Fifteen Thousand Dollars (\$15,000.00) to facilitate Employee's move from Casper, Wyoming.

11. Employment Benefits; Generally.

The Employer will provide the Employee at least the same level of benefits provided to other employees in the City of Spring Hill, including those for health and retirement, and any other

benefits provided to other employees of Employer. The Employer agrees to pay all reasonable litigation expenses of the Employee related to or as a result of the performance of his duties on behalf of Employer throughout the pendency of the litigation to which the Employee is a party, witness or advisor for the Employer. Such expense payments shall continue after the Employee's separation from the Employer for any then-pending litigation.

12. Expenses.

Employee will be reimbursed by Employer for all expenses reasonably and necessarily incurred in furtherance of City-related duties and the business of the City of Spring Hill, not exceeding the amount budgeted therefor each year in the appropriate account.

13. Residency Requirement.

Employee, as a condition of continued employment, must maintain his primary residence within the City of Spring Hill as long as he remains the Spring Hill City Administrator.

14. Professional Development.

The Employer will pay the annual cost of the Employee's membership in the Tennessee City Management Association (TCMA) and the International City/County Management Association (ICMA) as well as any periodic assessments to maintain ICMA certification. The Employer will also pay for the Employee's attendance at the annual TCMA and ICMA conferences.

Employer will 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.

15. Community Involvement.

The Employer recognizes the desirability of the Employee's participation in local civic and community organizations in order to maintain continuing awareness of community attitudes and ideas. In support of this involvement, the Employer will pay the approved dues and/or membership fees in civic and community organizations in which the Employee is an active member.

16. Other Employment.

Employee must devote substantially all of Employee's time, attention, knowledge and skills solely to the business and interest of Employer and Employee shall be entitled to all the benefits, profits or other issues arising from or incidental to all work, services and advice of Employer. Nothing herein shall prohibit Employee from engaging in part-time or "gig work" that does not interfere with Employee's duties for Employer.

Employee must not, during the term of this Agreement, be interested directly or indirectly, in any manner, as partner, officer, director or shareholder, advisor or employee or in any other capacity in any other entity doing business with Employer.

Nothing contained in this section shall be deemed to prevent or limit the right of Employee to invest any of Employee's money in capital stock or securities of any corporation whose stocks or securities are publicly owned or are regularly traded on any public exchange, nor shall anything contained in this section be deemed to prohibit Employee from investing or limit Employee's right to invest Employee's money in real estate, to the extent that such investments do not violate Tennessee law, the Spring Hill Municipal Code, the Spring Hill Municipal Charter or any ordinance passed by the BOMA.

17. Goals and Performance.

Annually, the BOMA and Employee shall define such general goals and performance objectives which they determine necessary for the proper operation of the City of Spring Hill and in the attainment of the BOMA's policy objectives, and shall further establish a relative priority among those various goals and objectives. Such goals and objectives shall generally be attainable within the time limitations as may be specified and the annual operating and capital budgets and appropriations provided.

The Employer may conduct an evaluation of the Employee's performance at any time deemed appropriate by majority vote of the BOMA.

18. Compensation.

Employer agrees to pay Employee an annual salary of Two Hundred Fifty-five Thousand Dollars (\$255,000.00) payable in installments at the same time that other employees of the Employer are paid. Employee's salary shall be increased annually on the anniversary of this Agreement, by a three (3%) cost of living adjustment. The BOMA may consider a potential increase of Employee's salary in an amount to be determined, if any, or by way of a deferred compensation benefit, on or about August 20, 2027. Employee's pay shall begin once Employee begins full-time work for Employer, expected to be on or about August 20, 2025.

19. Employee's Inability to Contract for Employer.

In spite of anything contained in this Agreement to the contrary, Employee must not make, enter or execute any contract or other commitments, whether written or orally made, for or on behalf of Employer without first obtaining the express consent, through ordinance, resolution, or official policy of the BOMA.

In the event that Employee enters into any agreement or pays any funds under the control of the Employer which has not been specifically approved by ordinance or resolution, the Employee hereby agrees to indemnify and hold harmless the Employer for any costs or damages

incurred by the Employer in connection with such unauthorized agreement, commitment or payment.

It is understood and agreed that Employer may withhold any compensation due under Sections 2 and 3 of this Agreement for reimbursement of such costs or damages.

20. Covenants of Employee.

Employee must not directly or indirectly at any time during his employment with Employer, and for a period of two (2) years after the termination of the Employer-Employee relationship, solicit or attempt to solicit any employee, agent, independent contractor or consultant of Employer to leave employment of Employer. Furthermore, the Employee must not assist or attempt to assist any person, firm or corporation in any way to solicit any employee, agent, independent contractor or consultant of Employer to leave the Employment of Employer.

Upon Employee's termination of employment with Employer, either by expiration of this Agreement or otherwise, Employee shall not be entitled to keep or preserve the records, documents or other instruments of Employer and agrees to return all documents, records and other instruments to Employer regarding the business and operations of the City of Spring Hill.

21. Amendments.

This Agreement must only be amended by the written mutual consent of the Employer and the Employee.

22. Notice.

Any notices required to be sent hereunder shall be hand delivered or sent by certified mail to the following addresses:

Employer: City of Spring Hill, Tennessee
ATTN: Mayor Matt Fitterer
P.O. Box 789
Spring Hill, TN 37174
mfitterer@springhilltn.org

Copy to: Patrick M. Carter, Esq.
809 South Main Street, Suite 100
Columbia, TN 38401
pcarter@mtlawgroup.net
(931) 446-1264

Employee: J. Carter Napier
jcartn94@gmail.com
(307) 680-6781

23. Effective Date and Severability.

This Agreement contains the entire understanding concerning the employment arrangement between Employee and Employer and shall, on the herein recited Effective Date, supersede all prior agreements between the parties. It is further agreed that neither party has made any representations with respect to the subject matter of this Agreement not specifically included in this Agreement nor has either party relied on any such representation in entering into this Agreement.

The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

24. Venue and Jurisdiction.

This Agreement shall be interpreted in accordance with Tennessee law and the venue for any dispute between the parties shall be in the Circuit Court for Maury County, Tennessee.

IN WITNESS WHEREOF, the City of Spring Hill, Tennessee, has caused this Agreement to be signed and executed on its behalf by and through its Board of Mayor and Aldermen and duly attested by the City Recorder, and the Employee has signed and executed this Agreement in duplicate.



J. CARTER NAPIER, Employee

CITY OF SPRING HILL, TENNESSEE
By: 

MATT FITTERER, Mayor