

## **EMPLOYMENT AGREEMENT**

### **TOWN OF YORKTOWN TOWN MANAGER**

**THIS AGREEMENT** is made and entered into by and between the Town of Yorktown ("Town"), acting by and through its Town Council ("Council") and Chase W. Bruton ("the Town Manager").

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

#### **SECTION 1**

##### **Functions and Duties of the Town Manager**

The functions and duties include without limitation the following:

The Town Manager shall be the administrative head of all departments of the Town Government, which the Council oversees under Indiana law. The Town Manager shall perform the duties and have the powers and responsibilities of a Town Manager under Indiana law, and such other duties as the Board shall from time to time legally assign to him. The powers and duties shall include the following:

(a) To organize, continue, or discontinue such divisions or departments from time to time as may be determined by the Council.

(b) To appoint upon merit and fitness alone and, except as otherwise provided herein, to remove all department heads and all subordinate officers and employees in such departments, consistent with the Town's Personnel policies.

(c) To exercise control of all departments subject to his supervision.

(d) To attend all regular meetings of the Council and to recommend to the Council for adoption such measures requiring action by them or by the Town as he may deem advisable.

(e) To keep full and complete records of his office and to render as often as may be required by the Council a full report of all operations during the period reported on; and annually, or often, if required by the Council to make a synopsis of all the reports for publication.

(f) To keep the Council fully advised as to the needs of the Town within the scope of his duties.

(g) To keep in repair all the town buildings.

(h) To supervise the purchasing of all supplies and materials for all Departments of the Town.

(i) To perform such duties, consistent with his office, as may be required of him by the by-laws of the Town, or by vote of the Council.

## **SECTION 2**

### **Term of Contract**

This Agreement shall be for a term beginning January 1, 2025 and ending December 31, 2027, unless terminated earlier in accordance with the provisions of Section 3 below. The Agreement shall be up for an annual renewal for successive one year periods unless written notice is given by the Town on or before October 31 of each year or by the Town Manager as set forth in Section 3 below.

## **SECTION 3**

### **Removal and Severance Pay**

(a) The Council may remove The Town Manager during the term of this Agreement for cause, upon the occurrence of dishonesty, fraud, misrepresentation, embezzlement, or actions or omissions involving moral turpitude on the part of the Employee, whether in connection with Town business or otherwise.

(b) Except where the removal is for cause, in the event that the Town Manager is removed by the Council, the Town agrees that it shall pay to the Town Manager a lump sum cash severance payment equal to six (6) months aggregate salary and benefits, as well as unused vacation time, which amount shall be paid to the Town Manager on or before the effective date of removal from his employment. This severance payment will be conditioned on the Town Manager signing a standard Severance Agreement. If the removal is for cause, no severance pay will be due the Town Manager. The Agreement shall be deemed to be terminated upon removal. All rights and benefits shall cease, except for any entitlement to severance and unused vacation pay and post removal indemnification as set forth in Section 9.

(c) In the event that the Town Manager voluntarily resigns his position as Town Manager with the Town before the expiration of the term of this Agreement, the Town Manager shall give the Town at least 3 months written notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk. Said resignation shall not take effect until three (3) months after the date written notice is given to the Town.

## **SECTION 4**

### **Salary**

(a) The Town agrees to pay the Town Manager for services rendered under this Agreement an annual base salary of \$109,200.00, payable in the same installments as other employees of the Town are paid. In addition, the Town will contribute the sum of 20% of his health, dental, and vision insurance premiums, as well as the employee 3% of PERF in accordance with the Salary Ordinance of the Town (both of which amounts may be recalculated for succeeding years). In addition, the Town will contribute the sum of \$300.00 each quarter to the Town Manager's HSA, and the sum of \$1,600.00 each quarter to a retirement fund of the Town Manager's choosing. In determining any increase for future years following 2026, the factors considered shall include the Town Manager's annual performance evaluation and the Town's fiscal condition, including as reflected by any increases provided to other Town employees, and any increase shall be subject to funding by the Council. The Town Manager will also be eligible for longevity pay, annual education pay, bonuses, and for the Employee Wellness benefit as set forth in the Town Ordinance.

(b) If the Town Manager continues in office after the expiration of this Agreement and there is no successor agreement, the Town Manager shall continue to receive the salary in effect at the time.

## **SECTION 5**

### **Hours of Work**

The Town Manager will devote full time and attention to the business of the Town and will not engage in any other business, except with the approval of the Board.

## **SECTION 6**

### **Health Insurance, Vacation, Holidays, Sick Leave, Funeral Leave, Jury Duty**

(a) The Town Manager shall be eligible to enroll in the Town's health and life insurance programs under the same terms as other Town employees. Any other costs, including co-payments, will be paid for by the Town Manager. The Town will provide, at its expense, any standard life insurance and/or disability insurance that it provides other employees.

(b) The Town Manager will be entitled to paid vacation in accordance with the Town's Personnel Policies.

(c) The Town Manager will be entitled to Paid Time Off in accordance with the Town's Personnel Policies.

(d) The Town Manager shall receive the same paid holidays as other Town employees.

If a Holiday falls on a day that the Town Manager is using paid vacation, he will be provided with an additional day off with pay.

All Holidays falling on a Sunday will be observed on the following Monday.  
All Holidays falling on a Saturday will be observed on the previous Friday.

## **SECTION 7**

### **Vehicle**

In lieu of a provided vehicle for exclusive use by the Town Manager, the Town will provide an annual vehicle stipend of \$8,000, to be paid in quarterly installments.

## **SECTION 8**

### **Reimbursable Expenses**

The Town acknowledges the value of participation by the Town Manager in Yorktown civic clubs and activities, and shall pay the reasonable costs associated with those activities. The Town will also pay for the Town Manager's reasonable professional expenses for participation in professional organizations, and for the Town Manager's reasonable expenses for travel and meals for professional and office-related travel.

**SECTION 9**  
**Indemnification**

The Town will indemnify the Town Manager from personal financial loss, all damages and expenses, including legal fees and costs arising out of any claim, action, award, compromise, settlement or judgment by reason of an intentional tort, or by reason of any act or omission which constitutes a violation of civil rights of any person under federal or state law, if the Town Manager, at the time of such intentional tort or such act or omission, was acting within the scope of his official duties or employment, except that he shall not be indemnified for violation of any such civil rights if he acted in a grossly negligent, willful or malicious manner. This section shall survive the termination of this Agreement or removal of the Town Manager for the Town Manager's acts or omissions that occurred during his tenure as Town Manager. The Town will provide the Town Manager liability insurance coverage under its public officers' liability insurance policy.

**SECTION 10**  
**Bonding**

The Town shall bear the full cost of any fidelity or other bonds required of the Town Manager, in the performance of municipal duties.

**SECTION 11**  
**Other Terms and Conditions of Employment**

All provisions of law of the State of Indiana relating to retirement, health insurance and other fringe benefits shall apply to the Town Manager, except as otherwise provided in this Agreement.

**SECTION 12**  
**Town Manager Evaluation**

(a) Annually, the Council and the Town Manager shall define the goals and objectives which they determine necessary for the proper operation of the Town and the attainment of the Board's policy objectives, and shall further establish a general priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town and the events that have occurred during the year.

(b) The Council shall review and evaluate the Town Manager every year from the date that the Town Manager commences his duties as Town Manager. Said review and evaluation shall be based on the goals and objectives developed jointly by the Council and the Town Manager. The evaluation shall be part of the Town Manager's personnel file.

**SECTION 13**  
**Notices**

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, or emailed, addressed as follows:

- (a) TO TOWN: Town of Yorktown  
c/o Clerk-Treasurer  
9312 W. Smith Street  
Yorktown IN 47396  
[lturner@yorktownindiana.org](mailto:lturner@yorktownindiana.org)
- (b) TO TOWN MANAGER: Mr. Chase W. Bruton  
Town Manager  
9312 W. Smith Street  
Yorktown IN 47396  
[cbruton@yorktownindiana.org](mailto:cbruton@yorktownindiana.org)

**SECTION 14**  
**General Provisions**

(a) This Agreement supersedes any and all prior written or oral agreements and constitutes the entire agreement between the parties. No extension or modifications or same shall be effective unless by an instrument in writing duly executed by the parties.

(b) This Agreement shall be governed by the laws of the State of Indiana. If any provision, or any portion thereof, contained in this Agreement shall be determined to be illegal by a court of competent jurisdiction or otherwise, it shall be considered null and void but the remainder of this Agreement shall not be affected, and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereunto agree to be bound by the above terms.

\_\_\_\_\_  
**Chase W. Bruton**

Approved by the Yorktown Council by a vote of \_\_\_\_\_ to \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

\_\_\_\_\_  
**Rick Glaub, President**

\_\_\_\_\_  
**Lance Turner, Clerk-Treasurer**