



TO: Members of Troy City Council
FROM: Lori Grigg Bluhm, City Attorney *LeB*
DATE: September 7, 2012
SUBJECT: City Manager Contract

On August 30, 2012, after conducting interviews of the City Manager finalists, City Council appointed Brian M. Kischnick as City Manager, contingent upon satisfactory contract language being negotiated. Since that time, Acting City Manager Mike Culpepper and I have met with Brian Kischnick, and have negotiated a proposed contract, taking into account his current salary, salaries of City Managers in comparable jurisdictions and our own internal compensation figures. However, due to the limitations of the Open Meetings Act and the timing restrictions, we have not yet had the opportunity to present all of the terms to the individual City Council members. It is anticipated that individual City Council members may provide additional information to us over the weekend, which may result in changes to the proposed final negotiated contract presented for approval at the City Council meeting. We will distribute the proposed final negotiated contract at the earliest opportunity.

The timing restrictions are due, in part, to Troy's Charter, Section 3.10, which requires a vacancy in the City Manager office to be filled within 120 days. Since John Szerlag's last day with the City was in May, September 10 is the last regular meeting before the expiration of this 120 day period. If City Council were to approve a contract with the City Manager at the September 10, 2012 meeting, then the City would be in compliance with the Charter provision.

However, Mr. Kischnick is required to provide his current employer with sixty days notice, and although he intends to be very involved before his official start date, this notice provision means that the official start date will be November 19, 2012. In the interim, the City will need to have an Acting City Manager. Michael Culpepper has agreed to continue to serve if City Council so desires and therefore a resolution appointing him in that capacity is proposed for your review. However, since this was unanticipated, he has a previously scheduled vacation and other previously scheduled commitments where he would need to take vacation time. He is asking for a continuation of his current contract, as well as a \$1000 sum to compensate him for expenditures that he has incurred and is expected to incur prior to November 19, 2012.

If you have any questions concerning the above, please let me know.