CITY OF WYOMING

EMPLOYMENT AGREEMENT – CITY CLERK

THIS AGREEMENT between Heidi Ann Isakson, [illegible]

[illegible] (hereinafter "Clerk"), and the City of Wyoming, a municipal corporation, of 1155 – 28th Street, S.W., Wyoming, Michigan 49509 (hereinafter the "City") is made effective July 1, 2004, on the following terms:

1. **TERM.** The City hereby employs Clerk as City Clerk of the City. This appointment shall be effective July 1, 2004. Clerk understands that as City Clerk she serves at the pleasure of the City Council, who may terminate Clerk at any time as provided by the City Charter and City Code.

2. **PERFORMANCE.** The Clerk agrees to perform the duties of City Clerk as set forth in the City Charter, City Code, established policies and regulations of the City and the laws of the State of Michigan. The Clerk shall be subordinate to the City Manager in the performance of the duties of her office, except so far as her duties as Clerk of the Council are concerned. The Clerk shall perform her duties in a competent and professional manner.

3. **SERVICE DATE.** Clerk's date of service with the City is April 16, 2001. Clerk shall be credited with all earned benefits from her service date and shall accumulate benefits uninterrupted after the effective date of this Agreement.

4. **COMPENSATION.** Clerk's salary shall be established in accordance with the City Charter and City Code and be approved in accordance with the annual budget authorization. The salary shall be paid in accordance with City payroll procedures.

5. **BENEFITS.** Clerk shall be provided the same insurance, retirement, holidays, vacation, sick leave, sick leave incentive, bereavement leave, educational benefits, and longevity as provided to department head employees in the Supervisory and Administrative Association.

6. **VEHICLE USE.** When Clerk uses her personal vehicle for City business, the City shall reimburse Clerk at the City's established vehicle allowance and mileage rate, reimburse any insurance deductible required to be paid by the Clerk up to a maximum of $500 and provide reimbursement for towing expense in the event of vehicle disablement.

7. **SEVERANCE PAY.** The following conditions shall determine severance to Clerk.

(a) If Clerk resigns or her employment is terminated for any of the following reasons, she shall not be entitled to any severance pay and her compensation will terminate on the last day worked:

(1) Criminal misconduct.

(2) Conviction of any felony, or of a misdemeanor involving bodily harm or dishonesty.

(3) Substantial failure to perform the duties of City Clerk.

(b) If Clerk's employment is terminated by the City for any reason not set forth in subparagraph (a), or she voluntarily terminates employment in lieu of discharge, and the City in writing accepts such voluntary termination, she shall be entitled to severance pay in the amount equal to six months of pay, unused vacation and sick leave, pay out of other accrued benefits, and

her insurance (health, dental, vision and life) shall continue to be paid by the City for the same period.

(c) Upon separation of employment for any reason other than those covered under paragraph (b), Clerk shall receive the same pay out of sick leave, vacation, and other accrued benefits as provided members of the Administrative and Supervisory Association.

8. **RESIGNATION.** The Clerk may resign her employment at any time upon 30 days' written notice to the City. Such resignation shall not entitle Clerk to severance pay under paragraph 7 unless the City has agreed otherwise in writing.

9. **SCOPE AND AMENDMENTS.** This Agreement is made in accordance with the provisions of the City Charter and City Code and shall be the sole agreement of the parties, any written or oral contracts to the contrary notwithstanding. By way of illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to Clerk or to the employment relationship between Clerk and the City. This agreement may not be modified orally, but only by an agreement in writing signed by the parties.

10. **SEVERABILITY.** The invalidity or unenforceability of any term in this Agreement shall not affect the validity or enforceability of any other term in this Agreement. If any term in this Agreement is determined to be invalid, unenforceable or over broad in any respect, that term shall nevertheless be enforceable to the fullest extent permitted by law.

11. **APPLICABLE LAW.** The terms of this agreement are to be interpreted, construed, enforced, and performed under the laws of the State of Michigan.

CITY OF WYOMING

Dated: 5-28-04

Heidi A. Isakson

Heidi A. Isakson

Dated: 5-28-04

Douglas L. Hoekstra, Jr.
Its: Mayor

Dated: 5-28-04

Heidi A. Isakson

Heidi Ann Iskason
City Clerk

5/04

JFK/pjl
6/20/05

RESOLUTION NO. 21822

RESOLUTION TO AMEND EMPLOYMENT AGREEMENTS WITH OFFICERS AND EMPLOYEES IN ADMINISTRATIVE SERVICE

WHEREAS, the City has entered into employment agreements with officers and employees in administrative service for the City, and

WHEREAS, the City has employment agreements with employees for the following positions:

Finance Director
Director of Administrative Services
Human Resources Supervisor
Administrative Aide (City Manager)
Director of Utilities
Public Works Director
Director of Police and Fire Services
City Clerk
Deputy City Manager

WHEREAS, the City Manager is authorized to approve amendments to the agreements with employees in the above positions, and

WHEREAS, the City Manager recommends the employment agreements be amended to include an employee contribution for health insurance in the amount of ten percent (10%) of the premium with a maximum of two percent (2%) of base pay, and

WHERAS, the employee contributions shall be effective January 1, 2006; now, therefore,

BE IT RESOLVED, that the City Manager is authorized to approve amendments to the above listed employment agreements to provide for an employee contribution to health care insurance.

Councilmember Ver Hulst moved, seconded by Councilmember Haynes, that the above Resolution be adopted.

Motion carried: 6 Yeas, 0 Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on the 20th day of June, 2005.

Heidi A. Isakson
HEIDI A. ISAKSON
Wyoming City Clerk

Attachment: Amendment to Employment Agreement-Employee Contribution to Health Insurance

Resolution No. 21822

Amendment to Employment Agreement
Employee Contribution to Health Insurance

The City of Wyoming (City) and employee agree to modify the employee's Employment Agreement as follows:

Effective January 1, 2006, the employee who is enrolled in the City's sponsored group health insurance plan (excluding dental and vision) shall contribute 10% toward the cost of the premium. The annual contribution shall not exceed 2% of the employee's annual base pay. The premium from which the contribution is calculated shall be based upon the premiums recommended by the City's insurer or, if applicable, third-party-administrator.

Employee

Date: 7-11-2005

By: _____

City of Wyoming

Date: 11.10.05

By: _____

Its: City Manager

Amendment to Employment Agreement
Employee Contribution to Health Insurance

The City of Wyoming (City) and employee agree to modify the employee's Employment Agreement as follows:

Effective July 1, 2011, health insurance employee contributions and opt out provisions shall be on the same basis as members of the Administrative and Supervisory Association.

Dated: 6.13.12

Curtis Holt
Its: City Manager

Dated: 6/13/12

Heidi Ann Iskason
City Clerk

JFK/pjl
051704

21415

RESOLUTION NO. 21415

RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE AN EMPLOYMENT AGREEMENT WITH THE CITY CLERK

WHEREAS, the City Council desires to employ Heidi Ann Isakson as City Clerk for the City of Wyoming; and

WHEREAS, the City of Wyoming and Heidi Ann Isakson have negotiated the attached City Clerk Employment Agreement; now, therefore,

BE IT RESOLVED, that the Mayor and City Clerk are hereby authorized to execute the attached City Clerk Employment Agreement.

Councilmember Sheets moved, seconded by Councilmember Poll, that the above Resolution be adopted.

Motion carried: 7 Yeas, 0 Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at regular session held on the 17th day of May, 2004.

Heidi A. Isakson
HEIDI A. ISAKSON
Wyoming City Clerk