

CITY OF WYOMING
EMPLOYMENT AGREEMENT – CITY MANAGER

THIS AGREEMENT between Curtis Holt, c
I (hereinafter “Manager”), 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, 2012, on the following terms:

1. **TERM** . The City hereby employs Manager as City Manager of the City.
This appointment shall be effective July 1, 2012. Manager serves at the pleasure of the
City Council and his employment may be terminated at any time by resolution of a
majority of the City Council as provided by the City Charter and City Code.

2. **PERFORMANCE**. Manager agrees to perform the duties of City
Manager as set forth in the City Charter, established policies and regulations of the City
and the laws of the State of Michigan. The Manager shall perform his duties in a
competent and professional manner, to the satisfaction of the City Council, which shall
be the sole judge of Manager’s performance.

3. **SERVICE DATE**. Manager’s date of service with the City is August 5,
1996. Manager shall be credited with all earned benefits from his service date and shall
accumulate benefits uninterrupted after the effective date of this Agreement.

4. **COMPENSATION**.

a. Manager’s salary for the position shall be at the rate of \$132,834
annually. The City Council shall formally evaluate Manager’s performance and consider
an additional salary increase or bonus if appropriate.

b. For each full year of service completed between July 1, 2009, and June 30, 2014, Manager shall be credited with an annual amount of \$3,000. The accumulated amount shall be payable in a lump sum on July 1, 2014. Maximum accumulation shall be \$15,000. Payment of any amount credited under Subsection 4(b) shall be considered longevity pay.

1) If Manager's employment terminates prior to July 1, 2014, under circumstances that do not entitle him to severance pay under Section 7 of this Agreement, he shall forfeit and not be paid for any amount credited under Subsection 4(b). If Manager's employment terminates prior to July 1, 2014, under circumstances which entitle him to severance pay under Section 7 of this Agreement, or due to death or disability retirement under the City's retirement system, he (or his designated beneficiary) shall be entitled to receive payment for the amount credited as of the date of termination.

2) The City Council may, upon 30 days' written notice to Manager, elect to cease crediting the annual amounts described in Subsection 4(b). In that event, Manager shall be entitled to receive payment for the amount credited as of the date of such election, and Subsection 4(b) shall have no further force or effect.

c. All payments to Manager under Section 4 shall be paid in accordance with City payroll procedures.

5. **BENEFITS.**

a. Vacation - The City will provide Manager with two hundred and forty (240) hours of vacation each calendar year. Manager shall be paid vacation on the same basis as the City's administrative staff.

b. Hospital, Medical, Dental, Vision and Disability Insurance - The City will provide the Manager with health (i.e., hospital and medical), dental, vision, and disability insurance on the same terms that apply to the City's administrative staff. The liability of the City is limited to the payment of premiums for the insurance coverage and shall not extend to the providing of benefits, unless the City, in its discretion, elects otherwise. Manager shall contribute 20% of the monthly premium cost for health insurance. The health insurance premium shall be based on the monthly premium recommended by the City's insurer or, if applicable, third-party administrator.

Manager may opt out of the City's health plan and receive \$100 each payroll period in lieu of the health benefit. If Manager opts out of the plan, he may not be covered in the plan as a spouse or dependent. If the Manager opts out of the plan and loses health care coverage through no fault of his own, he will be permitted to reenter the plan at the time coverage is lost. Opt out is subject to plan requirements.

c. Sick Leave - The Manager shall accumulate and be paid for sick and emergency leave, on the same terms and conditions that apply to the City's administrative staff on the date of this Agreement. Sick and emergency leave shall include paid sick leave, sick leave incentive, disability income plan, emergency leave, and worker's compensation.

d. Bereavement Leave- The Manager shall be provided bereavement leave on the same basis as the City's administrative staff as of the date of this agreement.

e. Jury Duty - The Manager shall be provided jury duty leave on the same basis as the City's administrative staff as of the date of this agreement.

f. Other Insurance - Provided that all eligibility and insurability criteria are met, the Manager shall be provided with term life insurance providing death benefits in an amount equal to two (2) times his salary. The City's liability is limited to the payment of premiums for the life insurance coverage and shall not extend to the payment of benefits. The City shall provide the Manager with an Accidental Death and Dismemberment (AD&D) benefit or Disability benefit with terms acceptable to the Wyoming City Council. This benefit shall be effective as soon as administratively possible after the effective date of this agreement.

g. Retirement - The Manager shall be eligible to participate in the City of Wyoming Retirement System on the same basis that applies to the City's administrative staff on the date of this Agreement, up to a maximum of sixty (60%) percent of final average compensation.

h. Automobile - The City shall provide the Manager with the use of a late model automobile. All maintenance, fuel, operating costs, and any other expenses of the automobile shall be borne by the City.

i. Holidays - The Manager shall be entitled to the same holidays as provided to the City's administrative staff on the date of this Agreement.

j. Longevity Pay - As of November 1st of each year the Manager shall receive longevity pay of \$1,200.00.

k. No Other Benefits - The Manager shall not be entitled to any benefits other than those specifically provided for in this Agreement.

1. Changes in Administrative Staff Benefits - No changes in benefits for the City's administrative staff made after the date of this Agreement shall apply to the Manager unless specifically agreed upon in writing between the City and the Manager.

5. **MEDICAL EXAMINATION.** The City may, at its expense, direct that the Manager be examined by medical personnel of its choice in order to determine the Manager's medical fitness to fully carry out his duties. The results of those examinations shall be made available to the Manager and the City from the doctor or medical facility involved.

6. **PROFESSIONAL TRAINING, SEMINARS, ETC.** The Manager shall be allowed to attend professional training seminars, conferences, and other programs in order to keep informed of new approaches, techniques, and other management improvements or advancements relating to his duties under this Agreement, the cost of which shall be determined annually by the City in its budget appropriation.

7. **SEVERANCE PAY.** The following conditions shall determine severance for the Manager.

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

- (1) Criminal misconduct.
- (2) Conviction of any felony, or of a misdemeanor involving sexual misconduct, bodily harm or dishonesty.
- (3) Substantial failure to perform the duties of City Manager.

(b) If Manager's employment is terminated by the City for any reason not set forth in subparagraph (a), or he voluntarily terminates employment in lieu of discharge, and the City in writing accepts such voluntary termination, he shall be entitled to severance pay in the amount equal to twelve (12) months of pay. Unused vacation and sick leave, pay out of other accrued benefits, and his 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), Manager shall receive the same pay out of sick leave, vacation, and other accrued benefits as provided members of the Administrative and Supervisory Association.

8. **SUSPENSION.** Pending an investigation of the conduct of the Manager, the City Council may, in its sole discretion, direct that the Manager suspend all or any part of the performance of duties and may assign the performance of his duties to another person or persons. This suspension of duties shall be without loss of salary or other benefits under this Agreement, until the Manager is either reinstated or terminated under this Agreement.

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

10. **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 Manager or to the employment relationship between Manager and the City. This agreement may not be modified orally, but only by an agreement in writing signed by the parties.

11. **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.

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

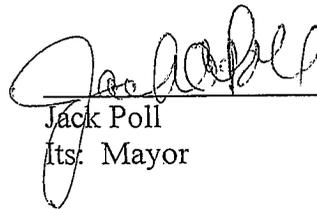
CITY OF WYOMING

Dated: 5.23.12



Curtis Holt
Its: City Manager

Dated: 5.31.12



Jack Poll
Its: Mayor

Dated: 5-31-12



Heidi A. Isakson
Its: City Clerk

Holt

RESOLUTION NO. 24169

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

WHEREAS

1. The City Council desires to employ Curtis L. Holt as City Manager for the City of Wyoming.
2. The City of Wyoming and Curtis L. Holt have negotiated the attached City Manager Employment Agreement.

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and City Clerk are hereby authorized to execute the attached City Manager Employment Agreement.

Moved by Councilmember: Pastoor
 Seconded by Councilmember: Burrill
 Motion Carried Yes 6
 No 0

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: May 21, 2012.

ATTACHMENT:
Employment Agreement

Rhonda J. Galligan, Deputy Clerk
for Heidi A. Isakson, Wyoming City Clerk