Smith

CITY OF WYOMING

EMPLOYMENT AGREEMENT – FINANCE DIRECTOR

THIS AGREEMENT between Timothy H. Smith, (hereinafter "Director"), 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 Director as Finance Director of the City. This appointment shall be effective July 1, 2004. Director understands that as Finance Director he serves at the pleasure of the City Manager, who may terminate Director at any time as provided by the City Charter and City Code.

2. **PERFORMANCE.** Director agrees to perform the duties of Finance Director in a competent and professional manner. A job description has been provided Director that the City may periodically revise with notice to the Director. Director shall report to and be supervised by the Director of Administrative Services.

3. **SERVICE DATE.** Director's date of service with the City is February 26, 2001. Director 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.** Director's salary for the position shall be at the annual rate of $82,139. Director's current salary may be frozen by the City and be subject to review after June 30, 2006. Future salary adjustments shall be approved by the City Manager in accordance with budget authorization. The salary shall be paid in accordance with City payroll procedures.

5. **BENEFITS.** Director 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 Director uses his personal vehicle for City business, the City shall reimburse Director at the City's established vehicle allowance and mileage rate, reimburse any insurance deductible required to be paid by the Director 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 Director.

(a) If Director 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 bodily harm or dishonesty.

(3) Substantial failure to perform the duties of Finance Director.

(b) If Director'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 six 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), Director shall receive the same pay out of sick leave, vacation, and other accrued benefits as provided members of the Administrative and Supervisory Association.

8. DISPUTES. Any disputes arising out of the terms and conditions of this Agreement may be submitted by Director to an arbitrator mutually selected by the City and Director, which selection shall be in accordance with the procedures of the American Arbitration Association. The City and Director shall share equally the cost of the arbitrator and each shall be responsible for their own attorneys fees, except as provided below. If Director prevails, the City will pay the arbitrator's fees and expenses. In addition, if Director prevails and if the arbitrator finds that the City's position was arbitrary or capricious, the arbitrator may award that Director be reimbursed for his reasonable attorney's fees.

9. RESIGNATION. The Director may resign his employment at any time upon 30 days' written notice to the City. Such resignation shall not entitle Director to severance pay under paragraph 7 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 Director or to the employment relationship between Director 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: 5-24-04

Curtis Holt
Its: City Manager

Dated: 5/20/04

Timothy H. Smith
Finance Director

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: 9/7/05

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: 6.14.12

Curtis Holt
Its: City Manager

Dated: 6/14/12

Timothy Smith
Finance Director

JFK/pjl
051704

RESOLUTION NO. 21413

21413

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE EMPLOYMENT AGREEMENTS WITH OFFICERS AND EMPLOYEES IN ADMINISTRATIVE SERVICE

WHEREAS, the City Manager desires to enter into employment agreements with officers and employees in administrative service for the City, and,

WHEREAS, Section 4.7 of the City Charter allows the City Manager to "...exercise his judgement in the appointment or employment of officers and employees in the administrative service," and,

WHEREAS, the City Manager has negotiated 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

BE IT RESOLVED, that the City Manager is authorized to execute employment agreements with employees in the above positions; now, therefore,

BE IT FURTHER RESOLVED, that the City Manager is authorized to approve future amendments to this agreement that are generally equivalent to the existing City of Wyoming bargaining agreements.

Councilmember Poll moved, seconded by Councilmember Wichmann, 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 a regular session held on the 17th day of May, 2004.

Heidi A. Isakson
HEIDI A. ISAKSON
Wyoming City Clerk