



City of Pleasant Ridge  
23925 Woodward Avenue  
Pleasant Ridge, Michigan 48069

**Special City Commission Meeting  
May 27, 2014  
Agenda**

Honorable Mayor, City Commissioners and Residents: This shall serve as your official notification of the Special City Commission Meeting to be held Tuesday, May 27, 2014, at 7:30 p.m., in the City Commission Chambers, 23925 Woodward Avenue, Pleasant Ridge, Michigan 48069. The following items are on the Agenda for your consideration:

**SPECIAL CITY COMMISSION MEETING – 7:30 P.M.**

1. Meeting Called to Order.
2. Roll Call.
3. Consideration of the proposed City Manager Employment Agreement between the City of Pleasant Ridge and Mr. James Breuckman.
4. Adjournment.

In the spirit of compliance with the Americans with Disabilities Act, individuals with a disability should feel free to contact the City at least seventy-two (72) hours in advance of the meeting, if requesting accommodations.

**City of Pleasant Ridge  
City Manager Employment Agreement**

AGREEMENT made effective June \_\_\_\_, 2014, by and between the City of Pleasant Ridge, a Michigan Municipal Corporation (the City) and James Breuckman (City Manager).

**Recitals**

The City desires to engage a City Manager and James Breuckman desires to be engaged as City Manager, all in accordance with the terms, conditions and provisions of this Agreement. Accordingly, the parties agree as set forth below.

**1. Employment/Duties.** The City hereby hires James Breuckman as the City Manager and James Breuckman hereby accepts such employment. The Manager shall perform all duties specified by the City Charter, Ordinance, and other applicable law, and such additional duties as may properly be assigned by the City Commission. The City Manager shall devote his entire professional time, attention, and energies to the affairs of the City and shall not engage in any activity that will interfere or conflict with the good faith discharge of his duties to the City.

**2. Term.** This agreement shall be for an indefinite term, subject to termination by either party in accordance with Sections 5 and 6.

**3. Compensation.** Effective June \_\_\_\_, 2014, the City Manager's compensation shall be \$84,000 per annum, payable in semi-monthly installments. In the event the City Commission at any time during the term of this Agreement reduces the salary or other financial benefits of the City Manager in a greater percentage than an applicable across the board reduction of all non-bargaining unit employees of the City, and the City Manager resigns for this purpose, the City Manager shall be entitled to receive the severance and termination pay as set forth in Sections 6 and 7 of this Agreement.

**4. Performance Evaluation.** The City Commission shall review and evaluate the performance of the City Manager at least once annually in advance of the adoption of the annual City budget. Said review and evaluation shall be in writing and in accordance with specific criteria developed by the City Commission and the City Manager.

**5. Termination by City.** In accordance with the mandate of the City Charter, the City Manager shall serve at the pleasure of the City Commission. The City Manager may be terminated by the City at any time, with or without cause, upon written notice of termination, either personally delivered or mailed by registered or certified mail, return receipt requested, which shall be effective immediately upon such delivery or mailing.

For the purposes of this agreement, termination for just cause is defined to include any of the following: (i) the Employee's fraud, dishonesty, or intentional misconduct in the performance of his duties and responsibilities for and on behalf of the City, (ii) The Employee's theft or embezzlement of the City's funds, assets, or property, (iii) the Employee's willful violation of any express lawful direction or rule or regulation established by the City Commission, (iv) the Employee's conviction of any felony or any

other crime resulting in a prison term or involving fraud or misrepresentation, (v) the Employee's failure, refusal, or inability to perform his duties and responsibilities for and on behalf of the City as determined in good faith by the City Commission after specific written notice and a reasonable opportunity (not to exceed 90 days) to cure, (vi) the Employee's engaging in any activity that in the good faith opinion of the City Commission tends to materially prejudice the City in the conduct of its business, deters others from dealing with the City, or harms the City's reputation, (vii) any material breach by the Employee of the terms and conditions set forth in this Agreement or any other written agreement between the Employee and the City, or (viii) the Employee's commission of an offense involving moral turpitude, or any act of gross negligence, willful misconduct, fraud or dishonesty, or a violation of the law in connection with his employment which is injurious to the City, monetarily or otherwise.

**6. Termination by City Manager.** The City Manager may terminate his employment with the City at any time, with or without cause, on thirty (30) days written notice to the City Clerk by registered or certified mail return receipt requested, which notice shall be effective upon such delivery or mailing. Provided, however, that if the City Manager is the City Clerk at such time, then written notice shall be given to the Mayor.

**7. Severance Pay.** If the City terminates the City Manager's employment without just cause, the City Manager shall be entitled to severance pay equal to six (6) months base salary. Severance pay shall be paid in two (2) equal installments, one due on the effective date of such termination and the other due two (2) months later.

In addition, for a period of six (6) months following termination without a cause, the City shall pay the cost of all benefits in effect at the time of termination, including retirement pension and health care savings program contributions, COBRA health insurance for employee/spouse or opt-out payments in lieu of health insurance, life insurance, short-term and long-term disability and any other applicable benefits at the time of termination. If terminated without cause, City Manager shall be compensated for all accrued vacation days and sick leave. Sick leave paid out under the terms of this Section shall be compensated at 100% based on the employee's wage rate in effect as of the preceding June 30, unless otherwise provided for in this agreement. The provision of these benefits is only upon the occurrence of termination without cause.

**8. Automobile.** The City Manager shall furnish his own automobile and shall be responsible for all costs relating to the ownership, maintenance, and operation of the same. However, the City shall pay the City Manager an automobile allowance in the amount of \$500.00 per month throughout the term of the City Manager's employment by the City.

**9. Insurance Coverage.** The City shall provide the City Manager, at the City's expense, the following insurance coverage:

a. Blue Cross/Blue Shield hospitalization coverage or equivalent, including health, optical, dental and prescription insurance – this coverage shall be the same as that offered to other City employees. The City Manager shall become eligible to participate in the

hospitalization plan on the first day of the month after ninety (90) days of employment with the City. In the first ninety (90) days of employment a new employee may purchase coverage through the City at their own expense. In lieu of receiving medical insurance, the City Manager may opt to receive an amount equal to 25% of the premium amount of the medical coverage insurance he has foregone. Payments will be made in equal installments paid semi-monthly.

b. Term life insurance in the amount of \$50,000.

c. As soon as possible after signature of this Employment Agreement, to begin as close to the first day of employment as possible, the Employer shall provide Employee at no expense to the Employee, or reimburse the Employee for privately secured disability insurance with approval of the cost by the City Commission, disability insurance benefits. Employee shall receive 66 2/3% of the base weekly salary for 52 weeks following a thirty-day waiting period. This disability program does not cover injuries sustained on-the-job.

d. Professional liability insurance, including comprehensive general liability and errors and omissions coverage applicable to all acts and omissions of City Manager arising out of his employment.

**10. Retirement Benefits.** The City will contribute 15% of the City Manager's gross salary in to a defined contribution plan such as the MERS (Municipal Employee Retirement System) defined contribution plan or equivalent. Employee shall contribute a minimum of 3% of gross salary with each payroll into the defined contribution plan. The City will contribute 4% of the City Manager's gross salary in to a Health Care Savings Plan for post-employment or post-retirement medical expenses. Employee shall contribute a minimum of 1% of gross salary with each payroll into the Health Care Savings Plan. There shall be no retiree health insurance obligation provided by the City.

**11. Vacation.** The City Manager shall be entitled to fully paid vacations during the term of his employment as specified below:

Seven (7) days From the conception of employment through the first year  
Ten (10) days From the beginning of second year through the end of five (5) years  
Fifteen (15) days At the beginning of six (6) through the end of nine (9) years  
Twenty (20) days At the beginning of ten (10) years through the end of employment

Vacation may be accumulated up to a maximum of 1.5 times the employee's equivalent annual vacation leave.

Upon termination of employment, whether by discharge by the City or resignation by the City Manager, the Manager shall be entitled to vacation days compensation based upon his salary at the time of termination, only for unused vacation time in the year of termination.

**12. Sick Leave and Other Leave Time.** Sick leave is defined to mean the absence from work due to illness, incapacity, or exposure to contagious disease by the City Manager or a member of his immediate family. The City Manager shall earn one day of sick leave with pay for each calendar month of each year. The City may require a certificate from a doctor or other evidence that the illness or injury is a bona fide allowance. Sick leave earned and not used may be accumulated from year to year to a total of two hundred forty (240) hours, plus the monthly accrual during the current fiscal year. By the end of July of each year, Employee will receive payment for 50% of all accrued sick time above two hundred forty (240) hours, if any, at the employee's wage rate in effect as of the preceding June 30 (the end of the previous fiscal year).

The City Manager shall be compensated for fifty percent (50%) of unused sick leave upon termination of employment, unless such termination is by the City for just cause, with the pay to be based upon his current rate of compensation at the time of termination. Payment shall be made to the City Manager within thirty (30) days of termination.

The City's obligation to pay for sick leave shall be reduced by the amount of the disability income insurance received by the City Manager from any policy of disability insurance paid for by the City.

**13. Professional Development.** Employer shall consider Employee's recommendation annually to budget for attendance or participation in educational programs, courses, conferences, training, seminars, or workshops relating to Employee's professional development and work as City Manager, including expenses related to such programs, provided that Employee shall obtain the City Commission's pre-approval before registering for any such programs, etc., and further provided that Employee shall submit fee and expense receipts or vouchers to Employer.

**14. Expense Reimbursement.** The City shall reimburse the City Manager for all necessary and reasonable employment-related expenses incurred by the City Manager, not otherwise provided for herein, upon monthly presentation by the City Manager of acceptable itemized receipt of such expenditures.

**15. Professional Fees/Dues.** Employer agrees to pay annually for professional dues for Employee for Employee's participation or membership in organizations including the International City County Management Association, the Michigan Local Government Management Association, and the American Institute of Certified Planners; provided that Employee shall obtain the City Commission's approval of any additional dues or memberships, at the time of adoption of the annual budget.

**16. Adopted City Personnel Policies.** Employer's adopted city personnel policies, as may be amended from time to time, are incorporated herein by reference and made part of this Agreement. However, to the extent the terms and conditions of this Agreement differ or deviate from or are inconsistent with the Personnel Policies Manual, the terms and conditions of this Agreement shall prevail.

**17. Indemnification and Bonding.** Employer shall defend, indemnify and hold harmless the Employee against any tort, including federal civil rights “torts”, demand, complaint, or other legal or administrative action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee’s duties, as otherwise permitted by law. These protections may be provided through insurance mechanisms with the Employer paying any deductible. This benefit shall continue when Employee leaves the Employer if the claim is based on an alleged act or omission occurring in the performance of Employee’s duties. Provided, however, that this right of indemnification shall not apply to any acts or omissions by the Employee involving intentional misconduct, criminal conduct, or any conduct engaged against the express direction of the City Commission or any written policies, rules, regulations, ordinances, or procedures of Employer. Employer shall also bear full cost of any fidelity or other bonds required of the Employee under any law.

**18. Benefit.** This Agreement shall be binding upon and shall inure to the benefits of the parties and their respective successors.

**19. Governing Law.** This Agreement shall be construed to be in accordance with and governed by Michigan law. The venue for any legal action by either party concerning this Agreement shall be in Oakland County, Michigan.

**20. Amendments.** The terms and conditions of this Agreement may be modified or amended only in writing signed by each of the parties to this Agreement.

**21. Arbitration.** Any dispute under this Agreement or otherwise with respect to the employment of City Manager with the City shall be submitted to binding arbitration under the rules of the American Arbitration Association. A judgment on the arbitration award may be entered by any court of competent jurisdiction.

**22. Severability.** In the event any of the provisions of this Agreement are deemed to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If any provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

**23. Entire Agreement.** This agreement contains and constitutes the entire agreement between the parties and superseded and replaced any prior or different agreement or understanding, written or oral, between the parties relating to Employee’s employment as City Manager. Employer and Employee both acknowledge they do not make or rely on any representations, agreements or conditions not specified in this Agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014, but effective June \_\_\_\_\_, 2014.

**CITY OF PLEASANT RIDGE**  
EXECUTED:

**EMPLOYEE**

\_\_\_\_\_  
Kurt Metzger, Mayor

\_\_\_\_\_  
James Breuckman, City Manager

ATTESTED:

\_\_\_\_\_  
Amy M. Drealan, City Clerk

APPROVED AS TO SUBSTANCE:

\_\_\_\_\_  
Scott Pietrzak, Acting City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Charles Y. Cooper, City Attorney