



CITY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of July 2015 by and between the City of Lincoln Park (hereinafter referred to as the City) and Matt Coppler, (hereinafter referred to as Appointee).

WITNESSETH:

WHEREAS, the City requires the services of a City Manager and,

WHEREAS, an Emergency Financial Manager has been appointed in accordance with State of Michigan Public Act 436 of 2012 and,

WHEREAS, the Appointee desires to provide such services and,

WHEREAS, the parties mutually agree that memorializing the terms of the agreement will be in the best interest of all served;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED**, by and between the parties as follows:

1. **Employment:** The Appointee is hereby appointed as City Manager as defined by Title Six, Chapter 215 of the codified ordinances of the City of Lincoln Park until December 31, 2017.

The Parties agree that the terms of employment contained in this Agreement are strictly conditioned upon Matt Coppler's commencement as City Manager no later than October 1, 2015. The Parties agree that if the City Manager does not begin Employment by October 1, 2015 the terms of the Agreement shall be revoked and each Party shall be released of any liability.

2. **Compensation:** The Appointee shall be compensated \$125,000 on an annual basis, paid bi-weekly, and shall be exempt from overtime and FLSA.

3. **BENEFITS:**

Pension:

The City shall contribute 7% annually to a defined contribution plan or deferred compensation plan on behalf of the Appointee.

Health Insurance:

The City shall provide Health Insurance equivalent to that received by active employees. The current health care plan is attached to this document. The Employee shall be required to contribute to health insurance in accordance with State of Michigan Public Act 152 of 2012.

Should the appointee choose not to participate in the health insurance plan, he shall receive \$350 per month in lieu of health insurance. Proof of insurance coverage will be required.

Dental Insurance: The City will provide dental coverage.

Vision Insurance: The City will provide vision insurance.

Life Insurance: The City will provide a \$50,000 Term and \$50,000 AD&D insurance policy to the Appointee.

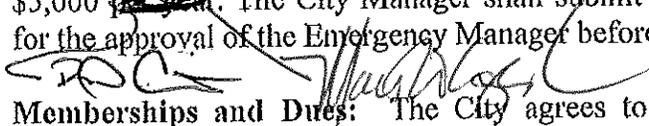
Long Term Disability: The City shall pay the full monthly premium on the City's Long Term Disability (LTD) plan. LTD insurance shall become effective one year from the date of hire. Provisions of the plan are subject to change and determination of benefits is made by the carrier.

All insurance benefits will begin the first day of the month following the date of hire excluding LTD which is outlined above.

Vacation: The employee shall be provided fifteen (15) vacation days per year. These days shall be credited upon the first day of employment. Vacation shall not accumulate and must be used within twelve (12) months of the anniversary date. If the Employee separates service in a time less than twelve months he shall be responsible for the cost of any vacation days taken.

Personal Leave Days: Three (3) days of personal time. Personal time is non-accumulative and non-compensable.

Sick Days: Sick leave shall be computed from the date of Appointee's induction into service at the rate of eight (8) hours per month of service. Sick leave accumulation shall be limited to 520 hours.

4. **Working Hours:** Normal working hours are Monday through Friday, 8:00 a.m. to 4:30 p.m. Weekly council meetings and/or other meetings beyond the regular working hours are also required and included in the above compensation. Appointee is not eligible for overtime and is FLSA exempt. The Appointee will receive 2% of base salary in lieu of overtime with this account payable on the last date of this agreement. If employment is terminated by either party before the in lieu of payment is due, then no payment will be made.
5. **Travel:** The City agrees to adhere to the current travel policy in place for mileage reimbursement to and from business meetings related to city business in accordance with IRS regulations. It is agreed that these reimbursements will only be for travel outside of the City of Lincoln Park.
6. **Moving Expenses:** The City hereby agrees to pay all costs associated with relocating to the State of Michigan, but will be limited to costs associated with the move including; direct moving expenses to a maximum amount of \$5,000 ~~per year~~. The City Manager shall submit a detailed expense report for the approval of the Emergency Manager before payment is made.

7. **Memberships and Dues:** The City agrees to budget and pay for the professional dues of Appointee for the International City/County Management Association and Michigan Local Government Management Association.
8. **Performance Evaluation:** The Emergency Manager shall review the performance of the Appointee ninety (90) days after the date of hire, subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Emergency Manager and the Appointee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The evaluation should be based upon the goals and objectives of the Mayor, Emergency Manager, City Council developed with the City Manager. The final written evaluation should be completed and delivered to the Appointee within thirty (30) days of the evaluation meeting.

9. **Appointee's Best Efforts:** The Appointee agrees that at all times, he will faithfully and to the best of his ability, experience and talents, perform all the duties required of him.
10. **Employment Status:** Same terms and conditions of employment as they may apply to all appointed positions.
11. **Disability:** If the Appointee is permanently disabled or is otherwise unable to perform his duties (with or without reasonable accommodations) because of sickness, accident, injury, mental incapacity, or ill health, the City shall have the option to terminate this Agreement.
12. **Termination:** The Employee may terminate employment with a forty-five (45) day written notice. Termination by the City is consistent with the City Charter and shall only occur when Cause is shown.

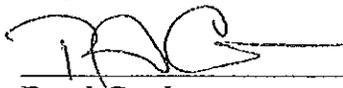
Cause shall be defined as: (a) Any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any provision of this Agreement, or any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any duty or obligation required to be performed by City Manager under this Agreement or under the Charter and ordinances of the City and/or the laws of the United States or the State of Michigan. (b) Any misconduct of the City Manager involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of the traffic laws, whether or not related to City Manager's official duties hereunder. (c) Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by City Manager of public or other funds or other property, real, personal, or mixed, owned by or entrusted to the City, any agency or corporation thereof, or the City Manager in his official capacity.

13. **Severance:** The Employee shall be provided a six (6) months' severance for early termination except of this contract in case of gross negligence or other outrageous act.
14. **Job Description:** Attached is the job description and ordinance, which describes the duties and responsibilities.
15. **Return of Property:** Upon termination of employment, the Appointee shall return all documents, correspondence, files, papers or property of any kind, of all types of nature pertaining to the City, which the Appointee may have in his possession or control and a signed statement verifying return of such property.

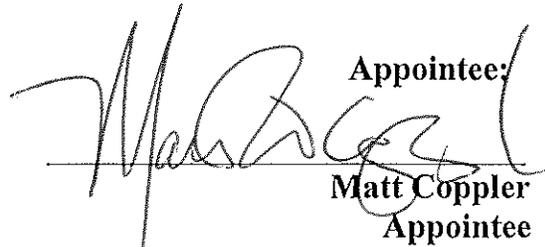
16. **Compliance with the Law:** The Appointee shall perform all his respective duties and obligations in complete compliance with applicable Federal, State, and local laws, ordinances, rules and regulations and shall adhere to all of the City's policies.
17. **Complete Agreement:** This agreement constitutes the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede any and all prior agreements, oral or written, between the parties, if any. It is understood and agreed that this agreement shall supersede and take precedence over any document, handbook, benefit plan or other material which could otherwise be constructed as being contractual in nature, whether in existence prior to, currently or subsequent to the execution of this agreement, unless such other document, handbook, plan or material is made expressly applicable to the appointee by a formal resolution of the Mayor and Council. It is further understood that no City personnel or commissioner have the authority to enter into any employment agreement with the appointee for any specified period of time, or to make any agreement contrary to the provisions herein, except when the same is approved by the Mayor and Council through a formal resolution.
18. **Invalid Provisions:** If any provision of this agreement is held to be invalid, the remainder of the agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this agreement.

SIGNATURE PAGE

City of Lincoln Park:



Brad Coulter,
Emergency Financial Manager



Appointee:
Matt Coppler
Appointee

Authorized by Emergency Manager Order #34