

**AMENDED AND RESTATED
EMPLOYMENT AGREEMENT FOR
CITY MANAGER**

THIS AMENDED AND RESTATED AGREEMENT is made this ____ day of _____, 2022, by and between the CITY OF TRAVERSE CITY, a Michigan municipal corporation, 400 Boardman, Traverse City, MI 49685, (the "City") and Martin A. Colburn, of 1615 West Lane Street, Traverse City, Michigan 49684, (the "City Manager");

- A. Martin A. Colburn has held the position of City Manager since June 2015. The City wishes to continue to employ Martin A. Colburn as City Manager; and
- B. Martin A. Colburn wishes to continue to be employed by the City in the capacity of City Manager; and
- C. It is to the advantage of both the employer and the employee to specify the conditions under which the employee is to work and to be compensated; and

Based upon these understandings, the parties agree as follows:

1. Employment. The City hereby employs Martin A. Colburn as the City Manager, and Martin A. Colburn hereby accepts such employment upon the terms and conditions hereinafter set forth.

2. Applicable Laws. This Agreement is subject to all applicable laws and administrative rules bearing upon the parties and the subject matter of this Agreement as such law may be in effect from time to time, including without limitation, the Charter of the City of Traverse City, and such law is incorporated herein by reference. In the event of conflict between the provisions of this Agreement and such applicable law, such applicable law shall control.

3. Term. The initial agreement between the parties commenced on June 22, 2015. The employment provided in this Amended and Restated Agreement shall continue without interruption until termination, amendment or renegotiation; all terms shall be re-evaluated before July 1 of each year.

4. Performance Evaluation. An informal performance evaluation may be conducted at any time upon request of either the City Commission or the City Manager and a formal performance evaluation shall be conducted on or before June 30 of each year, but these evaluations shall not be a renegotiation of the terms of this Agreement. The performance of the

City Manager shall be evaluated primarily upon the duties and functions listed in job description (**Attachment A**) as well as goals expressed by the Commission during goal setting sessions and/or informal or formal performance evaluation sessions as outlined in this Agreement.

5. Compensation. For all services rendered by the City Manager under this Agreement, the City shall pay the City Manager an annual salary of ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000.00), effective July 1, 2022, to be paid in the same manner and intervals as regular full-time management employees.

6. Termination. Either party has the right to terminate the employment relationship at any time and is at the sole discretion of the party terminating the relationship subject to the provisions of the City Charter and subject to the following provisions:

(a) In the event the City Manager resigns from the position, 60 days advance notice shall be given to the City Commission; or if less than 60 days advance notice is given, the City Manager shall remit to the City as liquidated damages a sum equal to one half of the City Manager's daily pay for each day less than 60 days.

(b) In the event the City Commission terminates the services of the City Manager during the first three years of employment, the equivalent of 90 calendar days pay shall be given to the City Manager. In the event the City Commission terminates the services of the City Manager after the first three years of employment, the equivalent of 180 calendar days pay shall be given to the City Manager. The City shall pay for 90 or 180 calendar days respectively of health and dental premiums for policies in effect at the time of termination. The requirements of this subsection shall not apply in the event that the City Manager is terminated because of conviction of a felony, or any illegal act involving personal gain or removed by the City Commission due to misfeasance, malfeasance or nonfeasance in the performance of his duties as City Manager upon written charges and following a public hearing as set forth in Section 37 of the City Charter.

7. Duties. In addition to the duties enumerated in the City Charter, the City Manager shall be the Chief Administrative Officer for the City and the City Commission. The City Manager shall direct all officers and departments of the City and such other City entities and officials as the City Commission shall direct. The attached description of the City Manager's responsibilities, attached hereto and incorporated herein as **Attachment A**, is the present determination of the City Commission of the City Manager's responsibilities and may be relied upon by the City Manager. However, the City Commission may from time to time, by resolution, alter this description of the City Manager's responsibilities, provided that such alterations shall not be effective until a copy of such resolution shall be delivered to the City Manager.

8. Extent of Services. The City Manager shall devote his professional time, attention and energies to the business of the City. In order to discharge the functions of the office of City Manager, early morning, luncheon and night-time meetings and activities may occur outside regular office hours that require the City Manager's attendance.

9. Convention and Seminars. The City Manager shall be entitled to attend seminars, professional development programs and conventions related to municipal affairs, such as those sponsored by the associations to which the City Manager is a member, specifically the International City/County Management Association (ICMA) and the Michigan Local Government Management Association (MLGMA). The City shall pay for or reimburse the City Manager for expenses in connection with such seminars, professional development and conventions as per City policy up to the amount authorized in the budget. Days so expended shall be regarded as days worked.

10. Civic Organizations. The City encourages membership of the City Manager in local civic organizations and in executing civic responsibilities. The City agrees to reimburse the City Manager for dues and reasonable expenses incurred in membership in one local recognized civic organization involved in public service.

11. Vacations. The City Manager shall be entitled each year to vacation of four (4) weeks. During such vacation time, the City Manager's compensation will be paid in full. The City Manager's vacation time shall be credited to his vacation bank for the first year of employment upon the commencement date indicated in Paragraph 3 of this Agreement and annually thereafter on July 1 of each year.

12. Car Allowance. In addition to other compensation, the City Manager shall receive two hundred fifty dollars (\$250.00) per month as car allowance. There shall be no mileage reimbursement paid for travel within a 25 mile radius from the governmental center. Any business related travel outside of a 25 mile radius shall be accomplished by rental car, the cost of such rental to be reimbursed by the City, or by use of the City Manager's personal vehicle, in which case mileage will be reimbursed by the City pursuant to the City's policy.

13. Health, Dental and Vision Insurance. The City Manager shall be entitled to participate in the City's health, dental, or vision insurance program. The City Manager may opt out of the City's health, dental, or vision insurance program if he wishes. In lieu of health insurance, the City Manager shall be entitled to \$200.00 per month prorated or \$2,400.00 per year paid on the last pay period of the fiscal year after which the insurance is waived.

14. Other Benefits. The City Manager shall receive a short term sickness and accident policy that provides for a benefit amount equal to sixty-six and two-thirds percent (66 2/3%) of weekly pay with no weekly maximum cap. Except as modified in this Agreement, the City Manager shall enjoy all such other fringe benefits afforded to Exempt City Administrative, Confidential and Technical employees.

15. Physical Examination. Every three (3) years, the City Manager shall, at City expense, have a complete and comprehensive physical examination with the first physical examination to occur on or before January 1, 2016.

16. Retirement. The City Manager shall not qualify to participate in the City's defined benefit pension plans. The City Manager shall be offered a Section 457 Deferred Compensation Plan match on a dollar-for-dollar basis up to eight percent (8%) of gross compensation.

17. Assignment. This Agreement is not assignable by either party hereto.

18. Waiver of Breach. A waiver of the City of a breach by the City Manager of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the City Manager.

19. Non-Discrimination. The City Manager agrees not to not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF TRAVERSE CITY

Richard I. Lewis, Mayor

Benjamin C. Marentette, City Clerk

CITY MANAGER

Martin A. Colburn

APPROVED AS TO FORM:

Lauren Tribble-Laucht, City Attorney

DRAFT

Attachment A
City Manager Job Description

DRAFT

Attachment A
City Manager Job Description

CITY OF TRAVERSE CITY
Job Description

CITY MANAGER

Supervised By: City Commission
Supervises: All City Department Heads
Status: Exempt

General Summary:

Under the general supervision of the City Commission, performs a broad range of administrative and financial functions in support of the daily operations which serves the best interests of the entire Traverse City community. Oversees the functions of all City departments. Possesses well developed organizational skills and a good knowledge of municipal practices and procedures related to the duties assigned.

Essential Job Functions:

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

1. **The City Manager shall serve effectively as Chief Executive Officer to the City Commission.** The City Manager shall:
 - a. Facilitate Commission action, including proposing draft ordinances and providing complete information and background necessary for the City Commission.
 - b. Keep Commission members well informed on issues that might become matters of community concern.
 - c. Keep Commission members informed on issues that should be addressed or monitored for possible action.
 - d. Provide study sessions or workshops to deal with matters of concern that should be addressed informally, including provision of appropriate staff and information.
 - e. Raise policy questions to the City Commission that may have either short-term or long-range ramifications for the City while providing the necessary back-up information, recommendations, and alternatives.

2. **The City Manager shall effectively and efficiently administer the City internally, including its departments, programs, personnel and other resources.** The City Manager shall:
 - a. Use City Commission policy as the basis for operating the City.
 - b. Fairly administer the laws and ordinances of the City of Traverse City and recommend amendments to ordinances or policies that have proven to be impracticable or in need of change.
 - c. Administer City programs effectively and efficiently with progress and status reports to the City Commission.

- d. On an annual basis, propose for City Commission adoption a work program for improvements in the City of Traverse City, incorporating the City Commission's and Manager's goals and objectives. The City Manager is responsible for implementation of this program.
 - e. Act as the City's Chief Labor Negotiator and participate cooperatively with the Traverse City Light and Power Executive Director in labor negotiations.
 - f. Supervise City employees effectively and fairly in accordance with the Charter and adopted policies, including when necessary the appointment and removal from office of department heads, division chiefs and other employees.
 - g. Maximize talents and skills of all City employees by continuing to implement outcome-oriented policies.
 - h. Administer financial resources effectively with particular emphasis on fiscal responsibilities in expenditures, revenue and investing. The City Manager shall present a clear, balanced budget which meets the needs of the community and City Commission and goals of the City Commission within resources available. The City Manager shall work cooperatively with the Traverse City Light and Power Department's Executive Director to present the Traverse City Light and Power Department's annual budget at the same time and as an integrated component of the city's budget. The City Manager shall keep the Commission clearly advised on a quarterly basis regarding financial conditions and needs of the City.
 - i. Present a budget following the requirements of the City Charter and administer it according to the required Charter provisions. The City Manager shall make expenditures according to the adopted budget and within delegated limits.
 - j. Maintain the master land use plan and keep ordinances up to date.
3. **The City Manager shall effectively maintain City relationships with the community, other levels of government and other appropriate entities.** The City Manager shall:
- a. Present Commission policy within the framework of directives or adopted policy when dealing with the public or media even when the direction is contrary to the City Manager's personal opinion.
 - b. Represent the interest of Traverse City at other levels of government. The City Manager shall take a lead role in matters dealing with regional concerns.
 - c. Act as Interim Executive Director of the Traverse City Light and Power Department during the absence or disability of the Traverse City Light and Power Department Executive Director.
 - d. Maintain contacts with Federal, State, County and other governmental units. The City Manager shall interact with these units in an effective and proactive manner.
 - e. Maintain effective relationships with the various segments of the community including effective and timely responsiveness to the concerns and comments of the community. The City Manager shall be responsive to the community.

4. **The City Manager shall demonstrate personal characteristics that facilitate goal achievement.**
The City Manager shall:
 - a. Manage the City with complete integrity and decisiveness.
 - b. Observe professional ICMA code of ethics applicable to this position.
 - c. Manifest a personal sense of responsibility to the City.
 - d. Be personally available to run the City and see that authority is properly delegated so that the City will continue to operate effectively.
 - e. Use professional knowledge and skills to manage and continually improve the operation of the City. The City Manager shall be creative and open to new ideas and approaches.
5. **The City Manager shall manage, in accordance with, and abide by, the City Charter and ordinances of the City.**

Required Knowledge, Skills, Abilities and Minimum Qualifications:

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

- Educational requirements include a Bachelor's degree in public administration or related field. Master's degree preferred.
- Experience requirements include five or more years of city management experience in the public sector, along with three or more years of experience in labor relations. Ten years or more experience preferred.
- Thorough knowledge of the principles and practices of municipal administration, and skill in providing administrative support to such activities.
- Considerable knowledge of government operations, public administration, budgeting practices, grant writing and administration, and public relations.
- Considerable knowledge of the procedures and practices involved in human resources management, including employee/labor relations, collective bargaining and personnel administration techniques and laws.
- Good knowledge of the procedures and practices involved in building/zoning, economic development and project management on a municipal level.
- Skill in developing, implementing and maintaining procedures to enhance efficiency in department operations and coordinate activities across departments.
- Skill in the use of office equipment and technology, including computers and related software, and the ability to master new technologies.
- Ability to perform extensive research, compile complex data and prepare accurate records and reports, including financial analysis.

- Ability to establish effective working relationships and use good judgment, initiative and resourcefulness when dealing with the public, business and community interests, elected officials, other employees, and professional contacts.
- Ability to effectively communicate and present ideas and concepts orally and in writing, and make presentations in public forums.
- Ability to critically assess situations and solve problems, and work effectively under stress, within deadlines, and changes in work priorities.

Physical Demands and Work Environment:

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to use hands to finger, handle, or feel and reach with hands and arms. The employee must frequently lift and/or move light weight items. Specific vision abilities required by this job include close vision, color vision, and ability to adjust focus.

While performing the duties of this job, the employee regularly works in a business office setting. The noise level in the work environment is usually quiet.