

CITY COMMISSION LETTER

From the Office of the
CITY ATTORNEY
CITY OF ROYAL OAK

SUBJECT: Employment Agreement – City Clerk

MEETING DATE: September 8, 2008



THE HONORABLE MAYOR
AND
MEMBERS OF THE CITY COMMISSION

On May 16, 2008, the City Commission appointed current Deputy City Clerk Melanie Halas to the position of City Clerk, effective upon the retirement of current City Clerk Mary Ellen Graver. Subsequently, Mayor Ellison and Commissioner Miller met with Ms. Halas to discuss the terms of her employment as City Clerk.

Based upon those discussions, our office has prepared the attached Employment Agreement for the review and approval of the full City Commission. The proposed Agreement includes the following:

- Employment as City Clerk as of September 13, 2008
- Employment as an at-will employee
- 90 days severance pay upon termination of employment by the City
- A minimum of 30 days notice for termination by the employee
- An annual salary of \$73,500.00
- Benefits given to the City's Executive Department Heads
- Payment of annual membership in one national and one state municipal clerks organization

If the City Commission approves of these terms of employment, the following resolution would be appropriate:

BE IT RESOLVED, that the City Commission hereby approves the proposed Employment Agreement with Melanie Halas for the position of City Clerk.

BE IT FURTHER RESOLVED, that the Mayor and current City Clerk are hereby authorized to execute the proposed Employment Agreement on behalf of the City.

Respectfully Submitted,

David W. Gillam
City Attorney

cc: Tom Hoover, City Manager
Mary Ellen Graver, City Clerk
Mary Jo DiPaolo, Director, Human Resources

SYNOPSIS
ROYAL OAK CITY COMMISSION
September 8, 2008 - 7:30 PM

1. Call to Order – All Present
2. Invocation by Commissioner Lelito
3. Pledge of Allegiance
4. Announcements
5. Public Comment
6. Approval of Agenda – Removed 7J, Q, U & V and added #13 Request of LCC by Andrzejak Miller/Lelito 7-0
7. Consent Agenda – Miller/Lelito Approved 7-0
 - A. Minutes – August 18 & 19, 2008
 - B. Purchase Orders
 - C. Claims \$4,297,202.38 and \$3,938,720.88
 - D. Special Events Permits
 - 1) Royal Oak Vineyard Church BBQ
 - 2) High Wire Girls Sidewalk Sale
 - E. Appointments Committee Rotation
 - F. Initial Merchant's License – Waterstone Café and Grill
 - G. Resolution for Steppin' Out Detroit Aids Walk
 - H. 2008 Uniform Traffic Code Ordinance – Second Reading 2008-11
 - I. 2008 Motor Vehicle Code Ordinance – Second Reading 2008-12
 - K. Development Agreement for 303 Maxwell
 - L. City Clerk Employment Agreement – Melanie Halas
 - M. Amendment to Option Agreement for LA Fitness
 - N. Appointment of Members to SEMCOG: Mayor Ellison, Delegate and Thomas Hoover, Alternate
 - O. Vacation of Alley at Woodward/Washington
 - P. Resolution to Dissolve Brownfield Plan at 120 Hudson
 - R. 2008 Sewer Improvements Contract Award – Pamas Enterprises for \$243,016.25
 - S. CBD Sidewalk Improvements – Lacaria Concrete Construction for \$380,260.
 - T. 2008 Parking Lot Resurfacing Contract Change Order – Ajax Paving Industries for \$55,292.50
 - W. 2008/09 Budget Book, Final Report
 - X. Investment Report
 - Y. Parking for Downtown Employees

Removed from Consent:

- J. Sidewalk Signs Ordinance – Second Reading 2008-13 Lelito/Ginotti Approved 7-0
- Q. DDA Traffic Recommendations – Refer to City's Traffic Committee for review Ginotti/Lelito Approved 7-0
- U. West Nile Resolution Drinkwine/Semchena Approved 7-0
- V. Ice Arena Concession Agreement with Royal Catering & Vending Miller/Semchena Approved 7-0

8. Lease Assignment of Golf Driving Range - Ground Lease for property to be used for a golf training and practice facility to Grand/Sakwa Holding and Ground Lease for property to be used for a miniature golf course to Grand/Sakwa Holding; Mayor and Clerk to execute. Andrzejak/Ginotti Approved 7-0

9. Public Hearing – Special Assessment Paving of Wilson – No action required

10. Bond Issue Projects – No action required

11. Long Term Budget Strategy Proposal – City Hall, as requested by Commissioner Semchena – Semchena/Miller – City Manager to send letters to two employees who were scheduled for potential layoff in the Long Term Budget Strategy Plan for City Hall. Approved 7-0

12. WROK Committee Meeting Update, as requested by Commissioner Ginotti.

13. Request LCC Sub Committee, requested by Andrzejak Andrzejak/Semchena to bring BlackFinn management to a LCC meeting. Motion didn't pass 3/4 Ginotti, Ellison, Drinkwine, Lelito

Adjourned at 10:35 p.m.

This is a synopsis of actions taken at the City Commission meeting.
The official minutes will be posted to the website when they are approved.

RECEIVED

SEP - 9 2008

EMPLOYMENT AGREEMENT

R.O. HUMAN RESOURCE

THIS AGREEMENT is entered into this 8th day of September, 2008, by and between the CITY OF ROYAL OAK, a Michigan Municipal Corporation (the "CITY"), and MELANIE HALAS ("EMPLOYEE").

RECITALS

WHEREAS, the CITY desires to employ the services of EMPLOYEE as City Clerk for the City of Royal Oak, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, EMPLOYEE is willing to serve in the capacity of City Clerk for the City of Royal Oak, subject to the terms and conditions set forth in this Agreement; and

THEREFORE, in consideration of the mutual promises contained in this Agreement, the CITY and EMPLOYEE agree as follows:

A.

Effective September 13, 2008, the CITY does hereby hire and employ EMPLOYEE as City Clerk for the City of Royal Oak, and EMPLOYEE does hereby accept and agree to such hiring and employment. Subject to the general supervision and pursuant to the order, advice and direction of the Royal Oak City Commission, the City Code of the City of Royal Oak, the Charter of the City of Royal Oak, and the laws of the State of Michigan, EMPLOYEE shall have charge of and be responsible for the operation of the Royal Oak City Clerk's Office, and shall perform those duties as are customarily performed by one holding such position. EMPLOYEE shall also render such other and unrelated services and duties as may be assigned to her from time to time by the CITY.

B.

The CITY agrees to employ EMPLOYEE for such a time as the CITY is in need of or is desirous of the service of EMPLOYEE. It is distinctly understood between the parties that EMPLOYEE is an at-will employee and that the term of her employment is unspecified and rests solely in the discretion of the CITY. In the event that her employment is terminated by the CITY, EMPLOYEE shall be entitled to severance pay for ninety (90) days at EMPLOYEE's then-existing rate of pay. EMPLOYEE and her family shall also remain in the CITY's group health plan and continue to receive the life insurance benefits provided to her prior to separation during the severance period. Should EMPLOYEE terminate her employment, she shall be required to give a written notice a minimum of thirty (30) days prior to termination. In the event that EMPLOYEE terminates her employment, she shall not be entitled to receive severance pay, nor shall she and her family remain in the CITY's group health plan or continue to receive the life insurance benefits provided to her prior to separation.

C.

The CITY agrees to pay EMPLOYEE for the services rendered pursuant to this Agreement an annual base salary of seventy-three thousand five hundred dollars (\$73,500.00) payable bi-weekly. EMPLOYEE shall be entitled to receive the most current benefit package of the Executive Department Heads for personal business days, sick leave, holidays, retirement, deferred compensation, health insurance, dental insurance, and life insurance, except as otherwise stated in this Agreement, including any other annual wage increase that the CITY approves for its Executive Department Heads in across-the-board pay increases during the term of her employment as City Clerk.

D.

The CITY agrees to pay the membership dues to enable EMPLOYEE to be a member of the International Institute of Municipal Clerks (IMC), the Michigan Association of Municipal Clerks (MAMC), and any other organization(s) as approved by the Royal Oak City Commission. Subject to the CITY's travel policy, EMPLOYEE shall be allowed to attend the annual in-state MAMC conference.

E.

The CITY recognizes that certain expenses of a non-personal community- or job-affiliated nature are likely to be incurred by EMPLOYEE, and hereby agrees to reimburse EMPLOYEE or pay said expenses, and the Finance Director is hereby authorized to disburse such monies upon receipt of duly executed expense reports or petty cash vouchers, with the appropriate receipts or statements attached.

F.

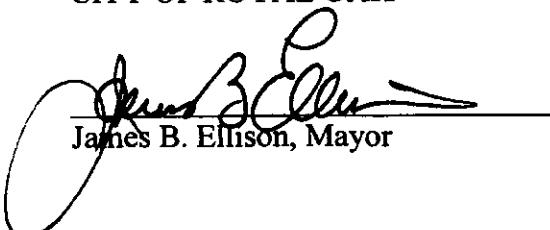
The Administrative Rules for Executive Department Heads for the period of July 1, 2006 through June 30, 2010 are hereby incorporated by reference and made a part of this Agreement, including any subsequent amendments or modifications to those Rules. It is expressly understood that in the event of any conflict between said Administrative Rules and this Agreement, the Agreement controls.

IN WITNESS WHEREOF, the parties hereto have caused this Employment Agreement to be executed as of the day and year first written above.

WITNESSES:

Cinda Vandeinach
Cinda Vandeinach

CITY OF ROYAL OAK


James B. Ellison, Mayor

Janet L. Killam
JANET L. KILLAM

Mary Ellen Graver
Mary Ellen Graver, City Clerk

EMPLOYEE

Mary Ellen Graver

Melanie Halas
Melanie Halas

Approved as to form:

David W. Gillam

David W. Gillam
City Attorney

**FIRST AMENDMENT TO
EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT is entered into this 16th day of November, 2009, by and between the CITY OF ROYAL OAK, a Michigan Municipal Corporation (the "CITY"), and MELANIE HALAS ("EMPLOYEE").

RECITALS

WHEREAS, effective September 13, 2008, EMPLOYEE was named City Clerk for the City of Royal Oak, subject to the terms and conditions set forth in a written Employment Agreement, and has served the City in that capacity since that time; and

WHEREAS, Section C of that Agreement provided that in consideration for her services as City Clerk, EMPLOYEE would be paid an annual base salary; and

WHEREAS, the City Commission has recently completed an evaluation of EMPLOYEE's performance during her first year as City Clerk and has concluded that it would be appropriate to increase her annual base salary;

THEREFORE, the CITY and EMPLOYEE agree that Section C of EMPLOYEE's existing Employment Agreement shall be amended to read as follows:

"C.

The CITY agrees to pay EMPLOYEE for the services rendered pursuant to this Agreement an annual base salary of seventy-seven thousand nine hundred seventy-four dollars and fifteen cents (\$77,974.15) payable bi-weekly, retroactive to the date of September 13, 2009. EMPLOYEE shall be entitled to receive the most current benefit package of the Executive Department Heads for personal business days, sick leave, holidays, retirement, deferred compensation, health insurance, dental insurance, and life insurance, except as otherwise stated in this Agreement, including any other annual wage increase that the CITY approves for the its Executive Department Heads in across-the-board pay increases during the term of her employment as City Clerk."

THE CITY and EMPLOYEE further agree that all other terms and conditions of her existing Employment Agreement shall remain in full force and effect.

WITNESSES:

Melanie Halas

Gretchen E. Osim
Gretchen E. Osim

CITY OF ROYAL OAK

James B. Ellison
James B. Ellison, Mayor

Cathy Pinkos
Cathy Pinkos, Deputy City Clerk

EMPLOYEE

Gretchen E. Osim
Gretchen E. Osim

Melanie Halas
Melanie Halas

Approved as to form:

David W. Gillam
City Attorney

**SECOND AMENDMENT TO
EMPLOYMENT AGREEMENT**

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT is entered into this 12th day of September 2011, by and between the CITY OF ROYAL OAK, a Michigan Municipal Corporation (the "CITY"), and MELANIE HALAS ("EMPLOYEE").

RECITALS

WHEREAS, effective September 13, 2008, EMPLOYEE was named City Clerk for the City of Royal Oak, subject to the terms and conditions set forth in a written Employment Agreement, and has served the City in that capacity since that time; and

WHEREAS, Section C of that Agreement provided that in consideration for her services as City Clerk, EMPLOYEE would be paid an annual salary; and

WHEREAS, the City Commission has recently completed an evaluation of EMPLOYEE's performance as City Clerk and has concluded that it would be appropriate to increase her annual salary;

THEREFORE, the CITY and EMPLOYEE agree that Section C of EMPLOYEE's existing Employment Agreement shall be amended to read as follows:

"C.

The CITY agrees to pay EMPLOYEE for the services rendered pursuant to this Agreement an annual salary in accordance with the top of the salary schedule for this position as approved by the City Commission for appointed department heads retroactive to September 13, 2010. EMPLOYEE shall be entitled to receive the most current benefit package of the Executive Department Heads for personal business days, sick leave, holidays, retirement, deferred compensation, health insurance, dental insurance, and life insurance, except as otherwise stated in this Agreement, including any other wage adjustment that the CITY approves for its Executive Department Heads in across-the-board pay adjustments during the term of her employment as City Clerk."

THE CITY and EMPLOYEE further agree that all other terms and conditions of her existing Employment Agreement shall remain in full force and effect.

WITNESSES:

Janet Killius
Janet Killius

Cinda Vandermark
Cinda Vandermark

CITY OF ROYAL OAK

James B. Ellison
James B. Ellison, Mayor

Gretchen E. Osim
Gretchen E. Osim, Deputy City Clerk

EMPLOYEE

Gretchen E. Osim
Gretchen E. Osim

Melanie Halas
Melanie Halas

Approved as to form:

David W. Gillam
David W. Gillam
City Attorney

**SECOND AMENDMENT TO
EMPLOYMENT AGREEMENT**

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT is entered into this 12th day of September 2011, by and between the CITY OF ROYAL OAK, a Michigan Municipal Corporation (the "CITY"), and MELANIE HALAS ("EMPLOYEE").

RECITALS

WHEREAS, effective September 13, 2008, EMPLOYEE was named City Clerk for the City of Royal Oak, subject to the terms and conditions set forth in a written Employment Agreement, and has served the City in that capacity since that time; and

WHEREAS, Section C of that Agreement provided that in consideration for her services as City Clerk, EMPLOYEE would be paid an annual salary; and

WHEREAS, the City Commission has recently completed an evaluation of EMPLOYEE's performance as City Clerk and has concluded that it would be appropriate to increase her annual salary;

THEREFORE, the CITY and EMPLOYEE agree that Section C of EMPLOYEE's existing Employment Agreement shall be amended to read as follows:

"C.

The CITY agrees to pay EMPLOYEE for the services rendered pursuant to this Agreement an annual salary in accordance with the top of the salary schedule for this position as approved by the City Commission for appointed department heads retroactive to September 13, 2010. EMPLOYEE shall be entitled to receive the most current benefit package of the Executive Department Heads for personal business days, sick leave, holidays, retirement, deferred compensation, health insurance, dental insurance, and life insurance, except as otherwise stated in this Agreement, including any other wage adjustment that the CITY approves for its Executive Department Heads in across-the-board pay adjustments during the term of her employment as City Clerk."

THE CITY and EMPLOYEE further agree that all other terms and conditions of her existing Employment Agreement shall remain in full force and effect.

WITNESSES:

David W. Gillam
David W. Gillam

Linda Vandermark
Linda Vandermark

CITY OF ROYAL OAK

James B. Ellison
James B. Ellison, Mayor

Gretchen E. Osim
Gretchen E. Osim, Deputy City Clerk

EMPLOYEE

Gretchen E. Osim
Gretchen E. Osim

Melanie Halas
Melanie Halas

Approved as to form:

David W. Gillam
David W. Gillam
City Attorney

**THIRD AMENDMENT TO
EMPLOYMENT AGREEMENT**

THIS THIRD AMENDMENT TO EMPLOYMENT AGREEMENT is entered into this 20th day of January 2015, by and between the CITY OF ROYAL OAK, a Michigan Municipal Corporation (the "CITY,") and MELANIE HALAS ("EMPLOYEE.")

RECITALS

WHEREAS, effective September 13, 2008, EMPLOYEE was named City Clerk for the City of Royal Oak, subject to the terms and conditions set forth in a written Employment Agreement, and has served the City in that capacity since that time; and

WHEREAS, Section C of that Agreement provided that in consideration for her services as City Clerk, EMPLOYEE would be paid an annual base salary; and

WHEREAS, the City Commission has recently completed an evaluation of EMPLOYEE's performance December 15, 2014, as City Clerk and has concluded that it would be appropriate to increase her annual base salary;

THEREFORE, the CITY and EMPLOYEE agree that Section C of EMPLOYEE's existing Employment Agreement shall be amended to read as follows:

"C.

The CITY agrees to pay EMPLOYEE for the services rendered pursuant to this Agreement an annual base salary of eighty six thousand, one hundred and twenty-nine dollars and one cent (\$86,129.01) payable bi-weekly, retroactive to the date of January 1, 2015. EMPLOYEE shall be entitled to receive the most current benefit package of the Executive Department Heads for personal business days, sick leave, holidays, retirement, deferred compensation, health insurance, dental insurance, and life insurance, except as otherwise stated in this Agreement, including any other annual wage increase that the CITY approves for the its Executive Department Heads in across-the-board pay increases during the term of her employment as City Clerk."

THE CITY and EMPLOYEE further agree that all other terms and conditions of her existing Employment Agreement shall remain in full force and effect.

WITNESSES:

Sarah Dougan
Sarah Dougan

Linda Vandermark
Linda Vandermark

CITY OF ROYAL OAK

James B. Ellison
James B. Ellison, Mayor

Deanna Braswell
Deanna Braswell, Deputy City Clerk

EMPLOYEE

Melanie Halas
Melanie Halas

Approved as to form:

Mark O. Liss
Mark O. Liss
Interim City Attorney