



March 24, 2025

Jim Baumann
1119 West Street
Boyne City, MI 49712

Dear Jim Baumann,

Your recent request for public record(s) under the Michigan Freedom of Information Act ("FOIA"), MCL §15.231 et seq. request was received via email on March 21, 2025.

The documents "an opportunity to inspect or obtain copies of public records that detail the names, discharge volumes and gross surcharges of the industrial users, company-by-company, discharging to our facility, to include informative statistics on issues such as nitrogen, BOD, COD, PFAS, TSS, as well as any companies that are particularly problematic for the facility" was granted.

Your request was granted. Enclosed is a copy of the former City Manager Michael Cain's employment contract.

If your request for record(s) is denied, you may submit a written appeal, specifically stating "appeal" and stating the reasons for appeal, to the City Manager, or seek judicial review under Section 10 of the Act within 180 days after the public body's final determination. Within ten (10) days of receiving an appeal, the City Manager shall a) reverse the denial; b) issue a written notice upholding the denial; c) reverse in part and uphold in part by written notice; or d) issue a notice extending by ten (10) business days the time to decide the appeal.

If after judicial review, the Circuit Court determines that the public body has not complied fully with the disclosure requirements, the Court shall award reasonable attorney's fees, costs and disbursement. If the Court determines that the public body has arbitrarily and capriciously violated the Act, the Court shall award punitive damages in the amount of \$500. The cost to search for this document is \$0.

A copy of this request will be kept on file for no less than one (1) year

Respectfully,
Jessica Puroll

Jessica Puroll
City Clerk / Treasurer
319 N Lake Street
Boyne City, MI 49712

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made as of November 4, 2011, between the CITY OF BOYNE CITY, a Michigan municipal corporation the business address of which is 319 North Lake Street, Boyne City, Michigan 49712, as the employer (the "City"), and Michael Cain, an individual whose current address is 852 Deer Run Drive, Boyne City, Michigan 49712-8908 (hereafter "Employee").

RECITALS

A. The City wishes to employ the Employee as its City Manager in accordance with the terms of this Agreement and the City's Charter (the "Charter");

B. The Employee wishes to serve as the City Manager of the City in accordance with the terms of this Agreement and the City's Charter.

AGREEMENT

In exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

ARTICLE I **EMPLOYMENT AND DUTIES**

1.1 Employment.

(a) The City employs the Employee to serve as its City Manager which employment shall be **at the pleasure of the Boyne City City Commission.**

(b) From time to time, the City Commission of the City may appoint the Employee to serve or, as a result of his employment as City Manager, the Employee may serve in other offices or on other boards, commissions and other bodies, the Employee acknowledges and agrees that his terms of such offices or on such bodies shall be co-terminus with his employment as City Manager, such that the termination of his employment as City Manager, whether by the Employee's resignation or by City Commission action, shall serve as his resignation from such other offices and bodies.

(c) The Employee began employment on December 10, 2002.

1.2 Duties. The Employee shall fulfill the proper and permissible duties of City Manager of the City as directed, required and permitted by state law, the Boyne City Charter, the City Code of the City of Boyne City and by the actions of the City Commission. The Employee shall, at all times, perform such duties in an efficient and conscientious manner, exercising his discretion, judgment and authority in the best interests of the City.

1.3 Compliance. The Employee shall in the performance of his duties comply with all applicable laws, rules, regulations, orders, directives and resolutions of any agency or entity of competent jurisdiction.

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TO CC: 2-9-16 95,593 15/16 3%
92,809 14/15 3%
90,106 13/14

ARTICLE II **COMPENSATION**

2.1 Salary. The City shall pay the Employee an annual salary of \$87,464 effective May 1, 2011.

2.2 Retirement The Employee shall be covered under the Municipal Employees Retirement System (MERS) program made available to City Department Heads. The City shall pay 4.7% of the Employee's annual salary thereafter into the program to meet the total program requirements. All other provisions of the retirement program shall be in accordance with the MERS Summary Plan Description.

12%/6 - 2014 11,128

2.3 Deferred Compensation. The City shall contribute an amount equal to ten percent (10%) of the Employee's salary into the adopted ICMA 457 K Deferred Compensation Plan (the "Plan"). That amount shall be in equal installments made following each payment of salary or on a monthly basis, whichever is most workable for the City and which also complies with any requirements of the "Plan".

2.4 Insurance. The City shall provide the following insurance coverage, according to the terms of such policies as are, from time to time, obtained by the City to provide such coverage to its full-time department heads. The Employee shall be responsible for complying with all eligibility (including, without limitation, waiting periods after beginning employment) and other terms of any such insurance coverage and shall be responsible for any co-pays, deductibles and such other amounts as are required to be paid by the eligible Employee under such programs and policies.

(a) The City shall pay the same cost share of premiums for participation by the Employee and his eligible dependents as for health and dental insurance programs made available to the full-time department heads of the City.

(b) The City shall pay the full cost of premiums for a life insurance policy covering the Employee in the amount of \$150,000. Beneficiary(ies) shall be selected by the Employee.

(c) The City shall pay the full cost of premiums for a group long-term disability policy made available to the full-time department heads of the City.

2.5 Holidays. The Employee's annual salary includes the paid holidays recognized by the City.

2.6 Vacation. The Employee shall have the following vacation benefits.

(a) The Employee shall be provided with three weeks (fifteen (15) business days) of paid vacation annually. An initial three (3) week bank of such paid vacation shall be available for the Employee's use from his date of hire. After the second (2nd) full year of employment the Employee shall be provided with four weeks (twenty (20) business days) of paid vacation annually.

(b) Up to 1 week of vacation time accrued may be carried over into a succeeding year of employment without prior approval of the City Commission. The Employee shall not take more than two weeks of such vacation at any one time without the prior consent of the City Commission.

(c) The Employee shall notify the City Commission prior to leaving on any vacation, which notification shall inform the City Commission of its intended duration and of the staff which will be addressing matters or acting in his stead during his absence. He shall also, to the extent reasonably feasible, provide to at least one City official a means of contacting him during such vacation, if, for an emergency or other reason, it is necessary to do so. The Employee shall notify the City Clerk or the City Clerk's designee of his use of any vacation time. Such notification may be waived upon a specific request by the Employee and approval by the City Commission of the City.

(d) Upon the termination of his employment under any circumstances (except his resignation without sufficient notice), the City shall pay to the Employee his salary for any vacation which he has accrued but not taken as of the effective date of his termination.

2.7 Sick Leave.

(a) Time off with pay is granted at the rate of twelve (12) days per year. Except as otherwise provided in this agreement, he may use in accordance with the City policy for sick leave which is applicable to full-time department heads of the City. An initial thirty (30) day sick time bank shall be available for the Employee's use from his date of hire.

(b) When using a sick leave day, the Employee shall report such use to the City Clerk or the City Clerk's designee. If his use of sick days exceeds five consecutive days, the City Commission may require the Employee to submit a statement from a medical doctor explaining such absence and its anticipated duration.

(c) Upon the termination of his employment under any circumstances (except his resignation without sufficient notice), the City shall pay to the Employee his salary for any sick time which he has accrued but not taken as of the effective date of his termination.

2.8 Bereavement Leave. On the effective date of this Agreement and annually thereafter, the Employee shall be vested with and may take paid leave to attend a funeral in accordance with the City policy for bereavement leave which is applicable to the full-time department heads of the City. Such leave days may not be accumulated. There will be no payment for unused bereavement leave days.

2.9 Automobile. The Employee's position necessitates that he travel, frequently at differing hours or even on a call-out basis, throughout the City and outside the City and that, even when driving for personal purposes, he observes matters which require attention. Accordingly, the City shall pay the Employee \$375 per month for his automobile allowance. In addition, the City shall reimburse the Employee for business millage at the then current IRS rate for travel outside Charlevoix, Otsego and Emmet counties.

2.10 Office Hours. The parties recognize the Employee's employment as City Manager will require his working irregular hours. The parties therefore recognize that the Employee may, from time to time, be absent

from City Hall and be attending personal matters during regular City office hours.

2.11 Benefits Provided to Other City Employees. Except as otherwise provided for in this agreement, the Employee shall receive the same benefits as provided to the City's Department Heads, including other increases equal to those of other Department Heads.

ARTICLE III **LIABILITY AND INDEMNIFICATION**

3.1 Liability. The City shall hold the Employee harmless from, indemnify him for and defend him against any threatened, pending or completed claim, demand, suit, settlement, judgment award or civil, criminal, administrative or investigative proceeding or action which results from the employee's acting within the scope of his authority. The Employee shall abide by all the terms and conditions of the City's policy of liability insurance (the "Coverage Document"). Failure of the Employee to abide by the Coverage Document shall be deemed a breach of this Employment Agreement, in which case the City shall be under no obligation to indemnify or hold the Employee harmless as provided above.

3.2 Liability Insurance. The City shall continue to maintain liability insurance which provides coverage for the Employee when he is acting within the scope of his authority. The City may compromise, settle, and pay such claim before or after the commencement of any action.

3.3 Bonding. The City shall pay the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

ARTICLE IV **EXPENSES**

4.1 Membership Dues. The City shall pay the Employee's membership dues to belong to:

- (a) the International City Managers' Association,
- (b) the Michigan Local Government Managers' Association,
- (c) the Michigan Municipal League,

(d) up to two (2) local civic clubs (e.g., Rotary, Lions, Kiwanis, etc.)

(e) other professional associations related to the City Manager's job responsibilities.

4.2 Attendance. The City shall reimburse the Employee for reasonable costs to attend meetings, conventions and conferences of and sponsored by the organizations of the type listed in section 4.1 up to the amount annually budgeted for such purposes. Such funding shall provide for the Employee's attendance at the Annual International City Management Association's (ICMA) national conference on a basis of not less than once every other year.

4.3 Educational Sessions. The Employee may also attend other seminars and conferences as may be possible within the budget annually provided. If such attendance will require his absence from the City for a full day or longer, he shall notify the City Commission in the same manner as for notifications of the Employee's vacation.

4.4 Business Expenses. The City shall reimburse the Employee for other legitimate business expenses reasonably incurred in performing of the duties under this Agreement, provided such expenses and the request for reimbursement (with supporting documentation) comply with any applicable City policies.

4.5 Subscriptions. The City shall pay the cost of subscriptions to professional journals and other publications as are approved in the City's annual budget.

ARTICLE V **EVALUATION**

5.1 Evaluation. At a meeting or work session at 6 months and annually thereafter, the City Commission shall conduct an evaluation of the Employee's performance as City Manager of the City and of the performance of his duties under this Agreement. Such evaluations shall be in accordance with specific criteria developed jointly by the City and the employee. Said criteria may be modified from time to time as the parties may agree. To the extent permitted by law, the Employee may request that evaluation to be conducted in an executive or closed session. At that time, contract issues may be addressed and this Agreement amended as mutually

agreed upon, including increases in salary or other compensation which increases may, at the agreement of the parties, take immediate effect or take effect with the next succeeding fiscal year.

ARTICLE VI

TERM AND TERMINATION

6.1 Term. This Agreement shall be effective as of November 4, 2011, and shall remain in effect until terminated as provided in Section 6.2 or Section 6.3 and in compliance with Section 5.8 of the City Charter.

6.2 Termination. The Employee shall serve at the pleasure of the City, and either party may terminate the employment relationship at any time, for any reason, with or without cause. In the event the City exercises its right to terminate the employment of the Employee without just cause and he is willing and able to perform the duties of City Manager, the City shall compensate the Employee in an amount equal to nine (9) months of the Employee's then current salary and benefits. The said payments shall be made in the manner established for regular salary payments of other full time employees of the City (i.e., payments shall be made in installments).

However, in the event the employment is terminated because of (a) the Employee's conviction for an unlawful act; (b) for a City Charter violation; (c) for failure to perform the duties of the office of City Manager as set forth herein or in the City Charter; or (d) Employee's voluntary resignation, then, in any of those events, the City shall have no obligation to provide either the severance pay or the continuance of City provided insurances at its expense as set forth in this section. No such findings by the City Commission shall be arbitrary or capricious. Employee shall be entitled, upon written request of said Employee to be filed with the City within thirty (30) days of the receipt of notice of termination by the City Commission, to contest such termination at a due process hearing before the City Commission. At such hearing both parties shall be entitled to call witnesses and present information either deems relevant to the matter at hand. At the conclusion of the hearing the City Commission shall either reaffirm or rescind their previous action to terminate through a formal vote of the Commission.

6.3 Voluntary Resignation. The Employee may terminate his own employment by giving the City at least sixty (60) calendar days' notice in writing. Failure to provide proper notice shall result in forfeiture of any

accumulated vacation time. Such time requirements may be reduced or waived by the City Commission.

ARTICLE VII

MISCELLANEOUS

7.1 Rules of Interpretation. This Agreement is written pursuant to the laws of the State of Michigan and was made in Charlevoix County, Michigan. This is the entire agreement between the parties regarding its subject matter. There are no prior or contemporaneous agreements. It may not be modified or amended except in writing, signed by both parties. The captions are for reference only and shall not affect its interpretation. The parties had or had the opportunity to have had the advice of legal counsel before entering into this Agreement and it is to be interpreted as if it were mutually drafted. More than one copy of this Agreement may be signed, but all constitute but one Agreement.

7.2 Assignment. Neither party may assign its rights, duties or interests in this Agreement without the prior written consent of the other parties.

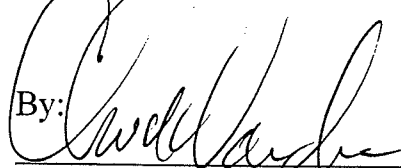
7.3 Notices. Any notices shall be made in writing to the addresses first written above or such other addresses as indicated by notice and shall be made by personal delivery by postage prepaid United States certified mail with return receipt requested or by postage prepaid United States first-class mail and shall be deemed completed when actually received or, if by first-class mail, five (5) business days after mailing.

7.4 Jurisdiction and Venue. To the extent permitted by law, the parties agree that the jurisdiction and venue of any action brought pursuant to or to enforce this Agreement shall be solely in the state courts in Charlevoix County, Michigan. The prevailing party in any action brought pursuant to or to enforce any provisions of this Agreement shall, in addition to any other remedies, be entitled to recover its actual costs, including without limitation, actual reasonable attorneys fees, incurred to bring, maintain or defend such action from the first demand through any and all appellate proceedings.

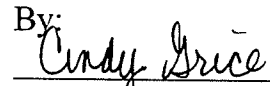
7.5 Bindings. This Agreement shall be binding upon the parties and their heirs, subrogees, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF BOYNE CITY

By: 

Chuck Vondra, Mayor

By: 

Cindy Grice, City Clerk/Treasurer

EMPLOYEE

By: 

Michael Cain

Prior version Plunkett Cooney Tracking Number:
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