

Village of Spring Lake

Council Work Session

January 09, 2017

7:00 p.m.

102 West Savidge Street (Upstairs Conference Room)
Spring Lake, MI 49456

www.springlakevillage.org

1	<p>7:00 p.m. – Adopt-a-Garden Program (Darcy Dye)</p> <p>Darcy will give an overview of her proposed projects for 2017. This program was hugely successful in 2016 thanks to a massive volunteer effort led by Darcy. We hope to continue the program in years to come.</p>
2	<p>7:10 p.m. – Buchanan Street Reconstruction Contract (Marv Hinga)</p> <p>Bids have been let and it is time to approve the contracts (<i>attached</i>) for the Buchanan Street reconstruction project.</p>
3	<p>7:13 p.m. – Water/Sewer Rate Discussion (Marv Hinga)</p> <p>At the December work session, DPW Director John Stuparits and Clerk/Treasurer Marv Hinga presented Council with options for water/sewer rates in order to pay for much-needed infrastructure improvements. Some of those numbers have been updated based on new cost estimates and Marv Hinga is prepared to make a recommendation to Council.</p>
4	<p>7:33 p.m. – Disincorporation (Joyce Hatton)</p> <p>President Hatton has asked that her attorney be allowed to present a plan for disincorporation to the Village Council.</p>
5	<p>7:48 p.m. – Village Manager’s Contract</p> <p>Council has spent the past several meetings discussing amendments to the Village Managers contract in the event of disincorporation. At the December work session, the Village Manager presented a draft prepared by her attorney. Council Members who were present gave President Pro-tem Mark Powers authority to work with Manager Burns and her attorney, as well as Village Attorney Ron Bultje to clarify a few items and bring a new draft to the December Council Meeting. Council elected to table the</p>

	<p>item in December for further discussion at this work session. Ron Bultje has provided a legal opinion as to the legality of the contract (attached).</p>
6	<p>8:07 p.m. – Communications</p> <ul style="list-style-type: none"> • Ambulance Information • Community Engagement Meeting – January 11, 2017
7	<p>8:08 p.m. - Minutes</p> <p>Minutes of the December 19, 2016 meeting are attached for review. Should you wish to make edits, please share that information with Chris Burns or Maryann Fonkert prior to January 12, 2017.</p>
8	<p>8:09 - Public Comment</p> <p>Council Work Sessions are open to the public, and as such, the public is invited to speak at the end of each meeting. Each speaker should limit their comments to 3 minutes.</p>
9	<p>8:15 - Adjourn</p>

**ADOPT A GARDEN 2017
PROPOSAL FOR VILLAGE GARDENS**

Install Five New Gardens

1. Curbside at 7 Steps Up
2. Curbside on Corner of Jackson (across the street from 7 Steps Up)
3. Pocket Garden on Exchange St. next to Post Office
4. Fire Station side of "Where Nature Smiles for Seven Miles..."
5. Clock Tower Gardens

Augment Existing Gardens

1. Augment four existing Gardens on the corner of Jackson & Exchange Streets
2. Augment East side (closest to Burger King) of "Where Nature Smiles..."
3. Augment NW and NE pocket gardens where Bike Trail crosses Alden

Work Plan for Curbside at 7 Steps Up

1. Work with DPW to remove current vegetation, replace soil, and mulch the site.
2. Plant Michigan Native Wildflower "plugs" in early June.

Work Plan for Curbside on Corner of Jackson

1. Work with DPW to remove current vegetation, replace soil, and mulch the site.
2. Plant Michigan Native Wildflower "plugs" in early June.

Work Plan for Pocket Garden next to the Post Office

1. Weed out the thistle.
2. Work with DPW to mulch the site.
3. Plant Michigan Native Wildflower "plugs" in early June.

Work Plan for "Where Nature Smiles for Seven Miles"

1. Remove day lilies from the west side (fire station side) of the sign.
2. Work with DPW to mulch the west side of the garden.
3. Transplant some of the asters from the front of the sign to the west side.
4. Plant Michigan Native Wildflower "plugs" in early June.
5. Augment front side of sign with Michigan Native Wildflower "plugs."

Work Plan for Clock Tower

1. Remove all English Ivy.
2. Work with DPW to mulch all areas with bare soil.
3. Use day lilies from "Where Nature Smiles..." to create an "anchor garden" on the west edge of the Clock Tower Plaza.
4. Remove day lilies from the south pocket garden on Savidge Street.
5. Work with DPW to replace soil and mulch south pocket garden.
6. Install a butterfly garden, using Michigan Native Wildflowers in this pocket garden.
7. Weed any aggressive English Ivy that sprouts back during the 2017 growing season.
8. Create Plans for 2017 fall planting or planting in Spring of 2018, depending on the condition of the garden spaces.

Work Plan for Four Existing Butterfly Gardens on corners of Jackson & Exchange Streets

1. Weed gardens thoroughly.
2. Selectively remove yarrow & catmint from the SE corner (by the gray house) and SW corner (across from the post office parking lot).
3. Transplant catmint to back side of "Where Nature Smiles..."
4. Transplant yarrow to Clock Tower Plaza.
5. Work with DPW to add mulch as needed.
6. Augment gardens by planting new species in areas where there are empty spaces.

Budget - Purchase of Michigan Native Wildflower Plugs

Where Nature Smiles... Garden	\$250
Wild Type Nursery	\$480
Hidden Savanna Nursery	\$384.50
Prairie Moon Nursery	\$20
Miscellaneous	\$195.87
Total	<hr/> \$1,330.37

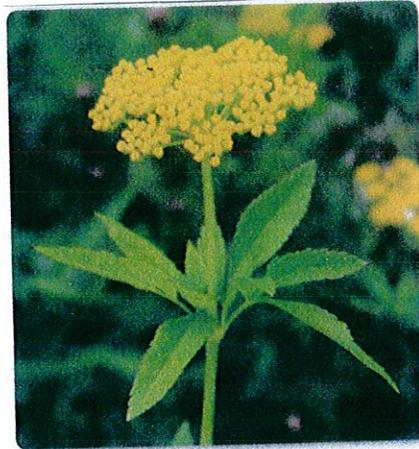
Funding

Grant from Thriving Insurance (Gift from St. Matthew Lutheran Church)	\$250
Current Adopt a Garden Account	\$380.37
Darcy & David Dye	\$300
Anonymous Donor	\$400
Total	<hr/> \$1,330.37

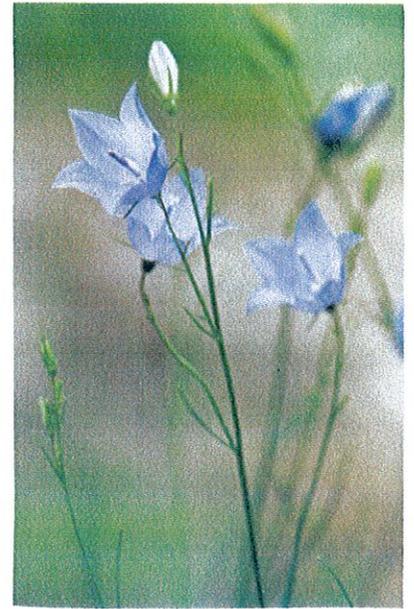
2017 PROPOSED PLANTS



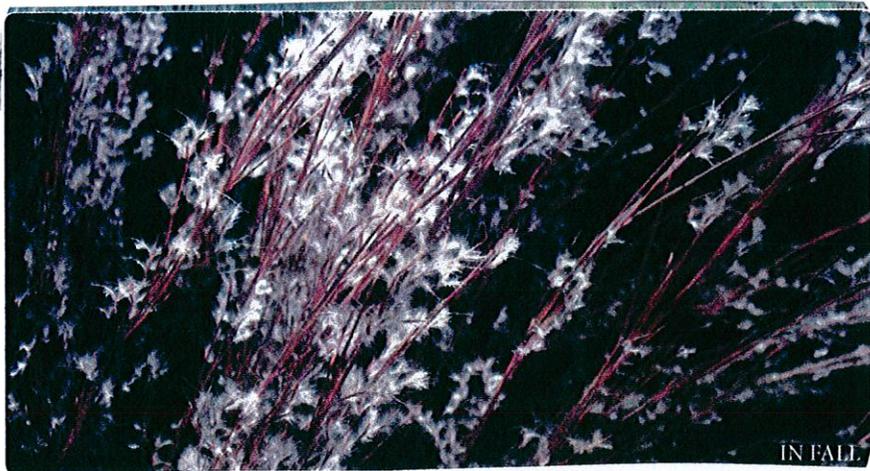
FOXGLOVE BEARDTONGUE W EZ
PEN02F *Penstemon digitalis*



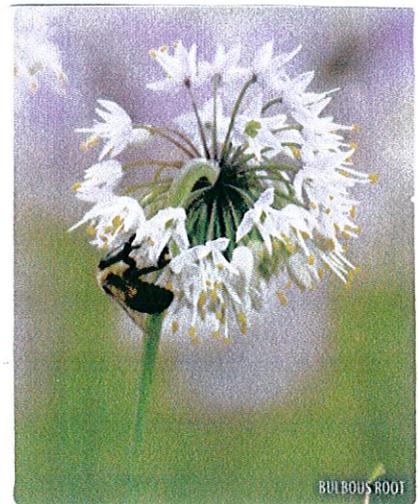
GOLDEN ALEXANDERS W
ZIZ04F *Zizia aurea*



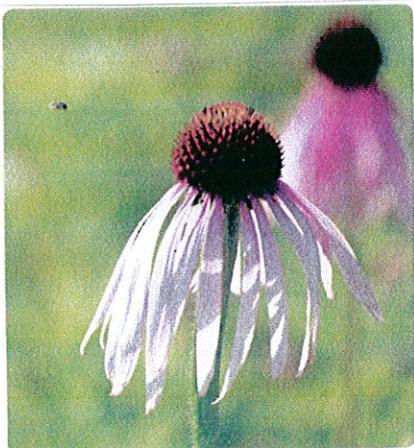
HAREBELL



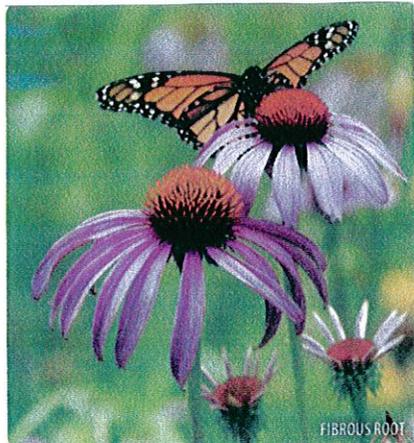
LITTLE BLUESTEM GRASS



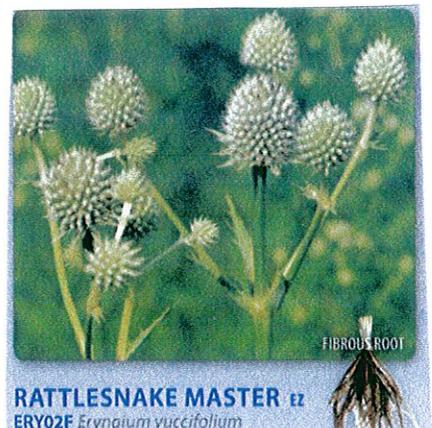
NODDING ONION W EZ X
ALL04F *Allium cernuum*



PALE PURPLE CONEFLOWER W EZ X
ECH04F *Echinacea pallida*



PURPLE CONEFLOWER W EZ X
ECH08F *Echinacea purpurea*

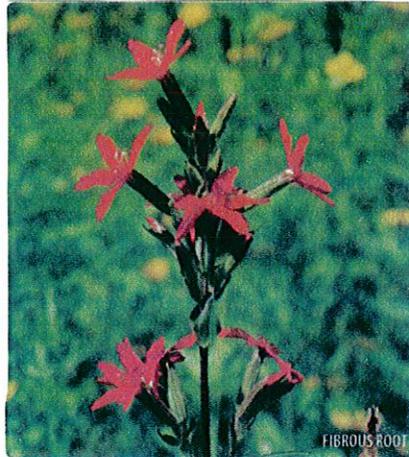


RATTLESNAKE MASTER EZ
ERY02F *Eryngium yuccifolium*

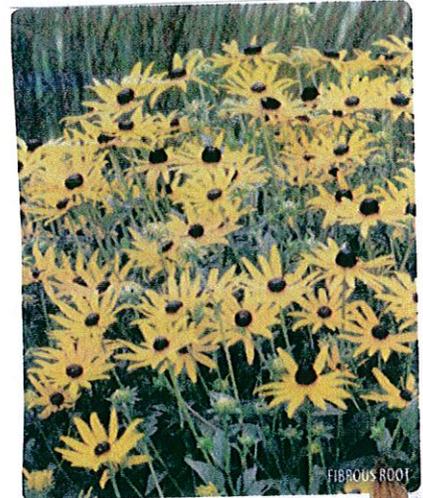
2017 PROPOSED PLANTS



PRAIRIE VIOLET
Viola pedatifida



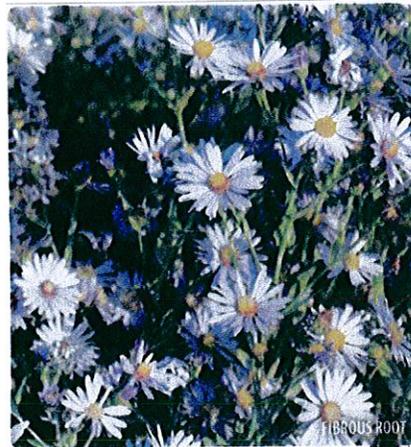
ROYAL CATCHFLY ♀ EZ
SIL04F *Silene regia*



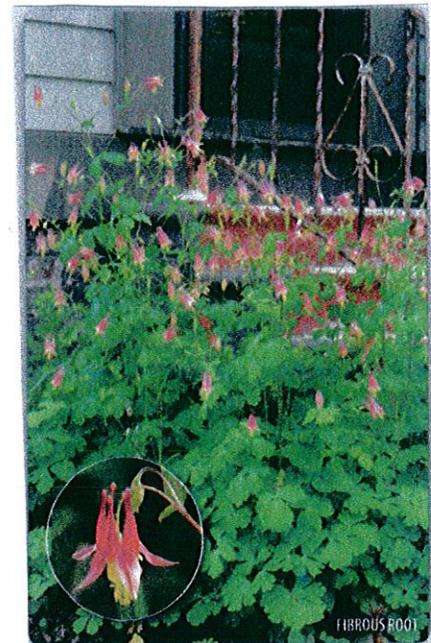
ORANGE CONEFLOWER ♀ EZ ♂
RUD03F *Rudbeckia fulgida*



SKY BLUE ASTER
Aster oolentangiensis



SMOOTH BLUE ASTER ♀
AST10F *Aster laevis*



COLUMBINE ♀ ♂
AQU02F *Aquilegia canadensis*

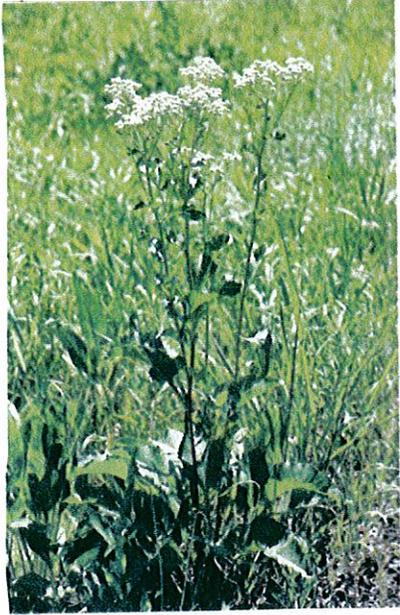


Sweet Black-eyed Susan
Rudbeckia subtomentosa

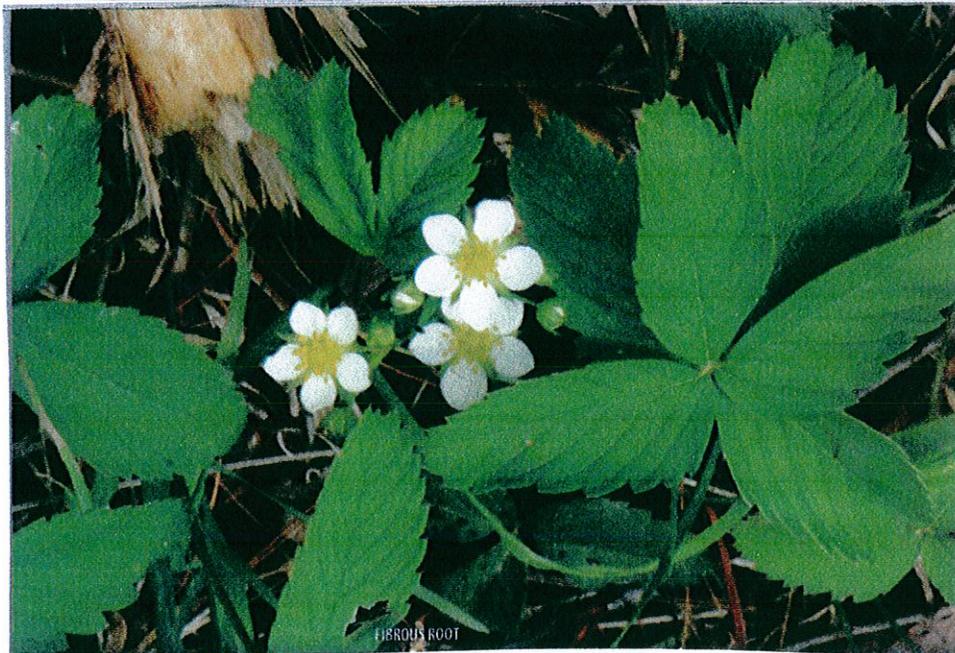
Sun ☀️
Wet & ☀️ & Dry

ht 5 ft
Aug-Oct

2017 PROPOSED PLANTS



WILD QUININE



WILD STRAWBERRY
FRA02F *Fragaria virginiana*

Adopt a Garden 2017
Plant Information

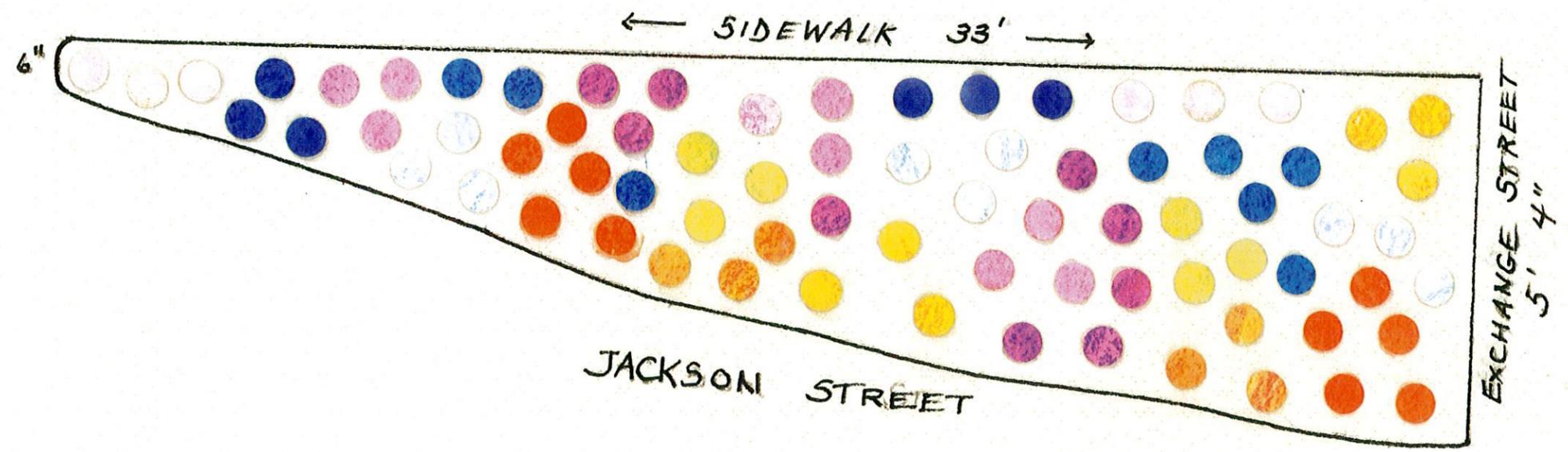
Plant Name	Height	Color	Bloom Time	April	May	June	July
Bradbury's Monarda	2'	Pink	May-July		Pink	Pink	Pink
Black-Eyed Susan	1-3'	Yellow	June-Sept.			Yellow	Yellow
Brown-Eyed Susan	5'	Yellow	August-Oct.				
Bush's Poppy Mallow	2'	Deep rose	June-August			Deep rose	Deep rose
Butterfly Weed	2'	Orange	June-August			Orange	Orange
Button Blazing Star	3'	Lavender	July-October				Lavender
Compass Plant	8'	Yellow	June-Sept.			Yellow	Yellow
Foxglove Beardstongue	3'	White/Pink	June-July			White/Pink	White/Pink
Golden Alexanders	3'	Golden	April-June	Golden	Golden	Golden	
Harebell	4" - 20"	Blue/Violet	June-Sept.			Blue/Violet	Blue/Violet
Little Bluestem Grass	3'	Red/Brown	July-October				Red/Brown
Nodding Onion	18"	Pale Blue	July-August				Pale Blue
Pale Purple Coneflower	3'	Pale Lavender	June-July			Pale Lavender	Pale Lavender
Prairie Violet	4"-6"	Purple	April-Sept.	Purple	Purple	Purple	Purple
Purple Coneflower	4'	Lavender	July-Sept.				Lavender
Rattlesnake Master	4'	Pale Green	July-Sept.				Pale Green
Royal Catchfly	4'	Red	July-August				Red
Showy (Orange) Coneflower	3'	Pale Orange	July-Sept.				Pale Orange
Sky Blue Aster	3'	Blue/Violet	August-Oct.				
Smooth Blue Aster	4'	Pale Violet	August-Oct.				
Sweet Black-Eyed Susan	5'	Yellow	August-Oct.				
Wild Columbine	2'	Yellow/Peach	April-June	Yellow/Peach	Yellow/Peach	Yellow/Peach	
Wild Quinine	3'	White	June-August			White	White
Wild Strawberry	5"	White/Pink	April-June	White/Pink	White/Pink	White/Pink	

Adopt a Garden 2017
 Plant Information

August	September	October
Yellow	Yellow	
Yellow	Yellow	Yellow
Deep rose		
Orange		
Lavender	Lavender	Lavender
Yellow	Yellow	
Blue/Violet	Blue/Violet	
Red/Brown	Red/Brown	Red/Brown
Pale Blue		
Purple	Purple	
Lavender	Lavender	
Pale Green	Palle Green	
Red		
Pale Orange	Pale Orange	
Blue/Violet	Blue/Violet	Blue/Violet
Pale Violet	Pale Violet	Pale Violet
Yellow	Yellow	Yellow
White		

- GOLDEN ALEXANDERS
- BUTTERFLY WEED
- BRADBURY'S MONARDA
- RATTLESNAKE MASTER
- WILD COLUMBINIE
- PRAIRIE VIOLET
- WILD STRAWBERRY
- NODDING ONION
- BUTTON BLAZING STAR
- HAREBELL

SEVEN STEPS UP



JACKSON STREET



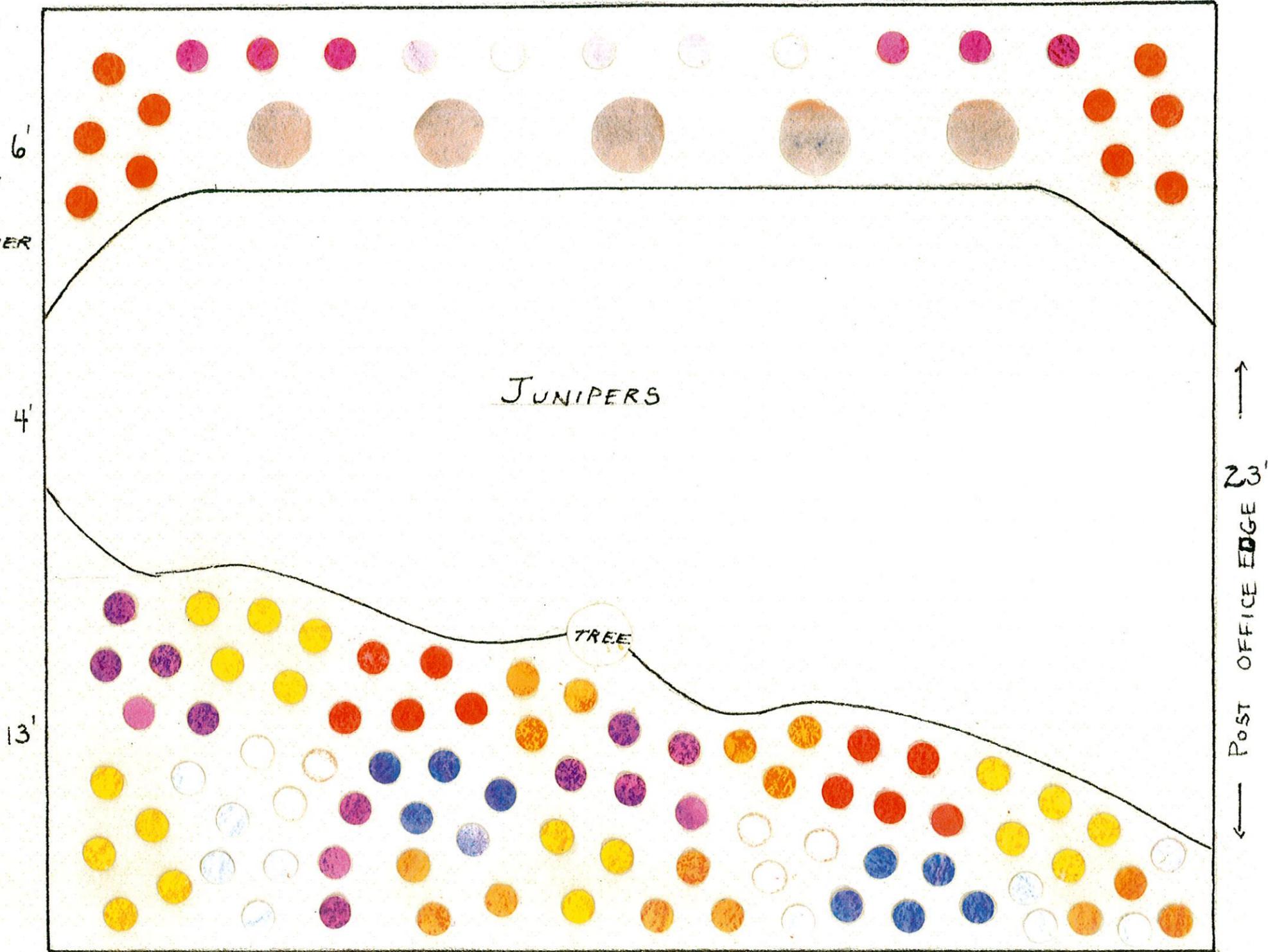
ACROSS FROM SEVEN STEPS UP

design by
Carole Curry - Warren
& Darcy Dye

- BUTTERFLY WEED
- BUSH'S POPPY MALLOW
- WILD STRAWBERRY
- BROWN-EYED SUSAN
- ROYAL CATCHFLY
- ORANGE CONEFLOWER
- PURPLE CONEFLOWER
- WILD QUININE
- SMOOTH BLUE ASTER
- GOLDEN ALEXANDERS
- WILD COLUMBINE
- NODDING ONION
- BUTTON BLAZING STAR
- CAT MINT

EXCHANGE STREET (NEXT TO POST OFFICE)

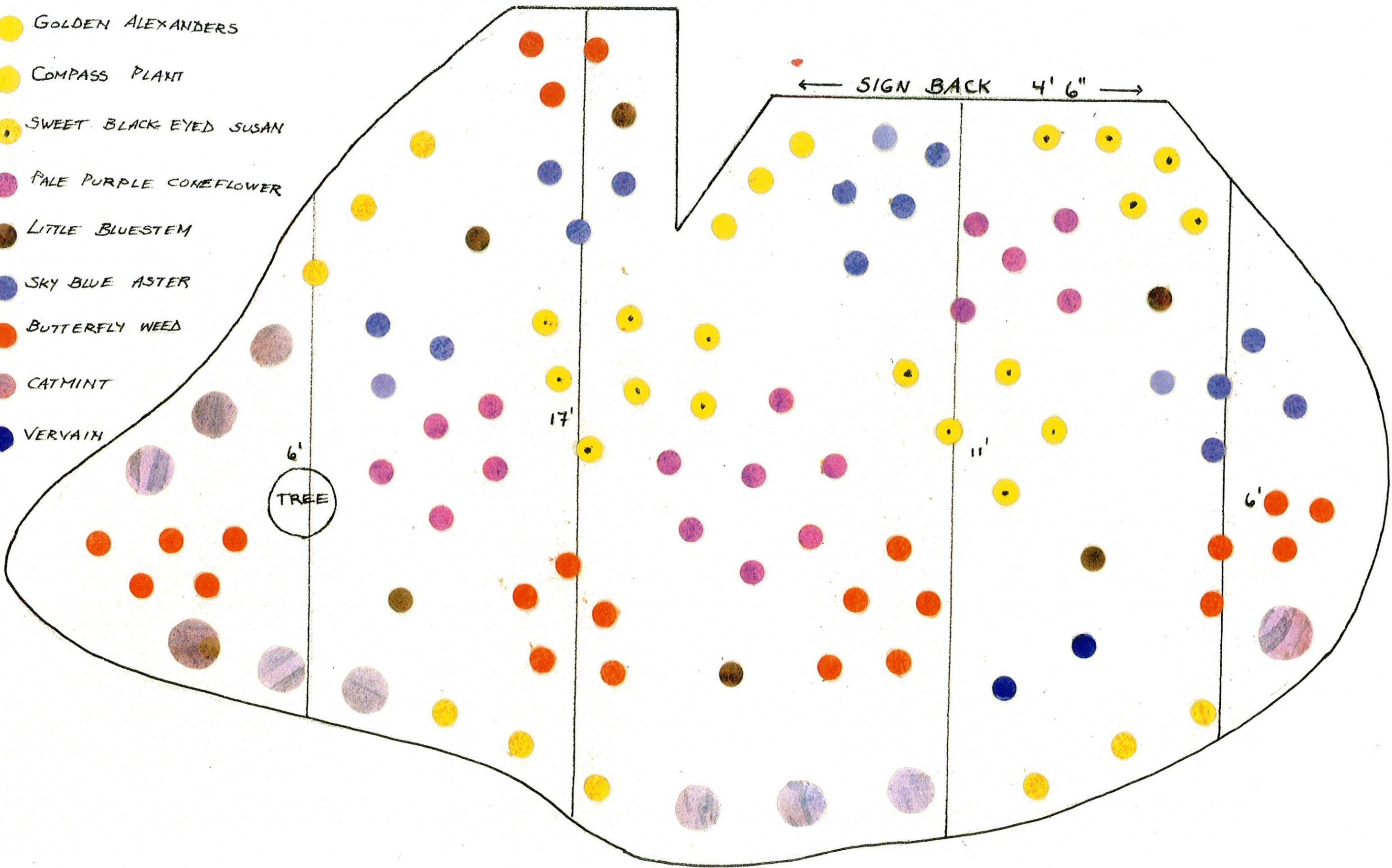
← SIDEWALK 21' →



design by Carole Curry-Warren & Darcy Dye 21'

↑ N ↓

- GOLDEN ALEXANDERS
- COMPASS PLANT
- SWEET BLACK-EYED SUSAN
- PALE PURPLE CONEFLOWER
- LITTLE BLUESTEM
- SKY BLUE ASTER
- BUTTERFLY WEED
- CATMINT
- VERVAIN

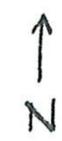
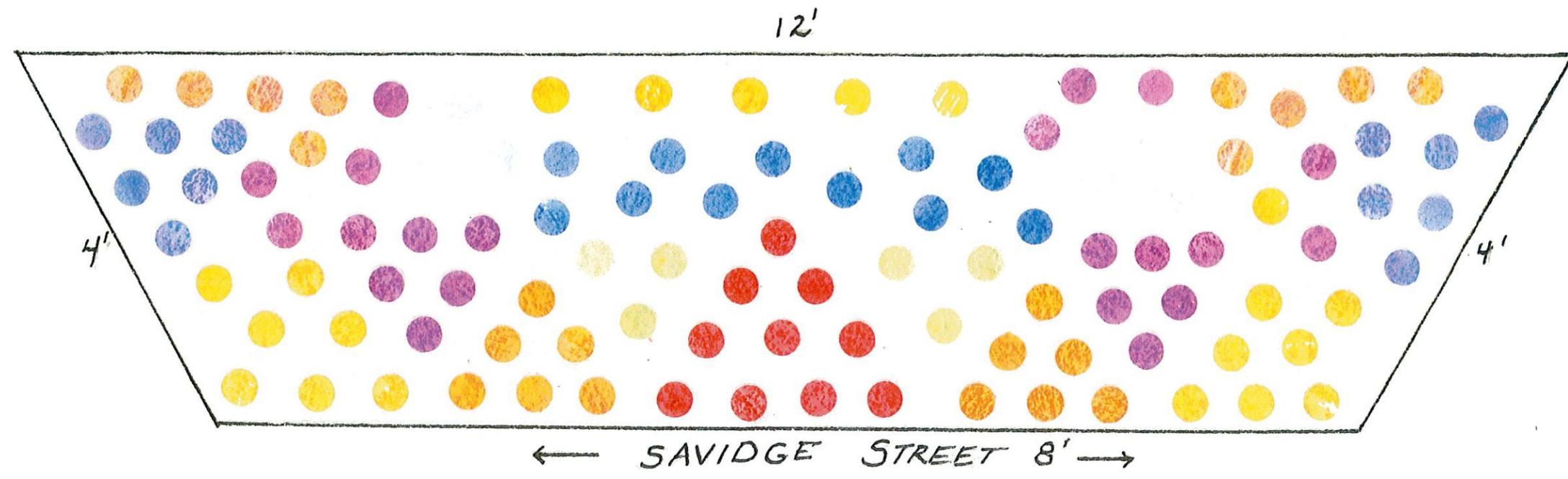
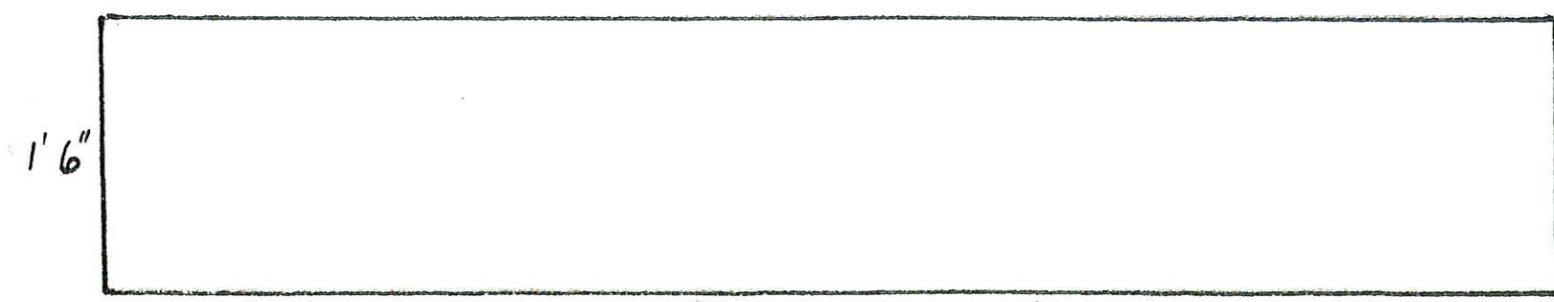
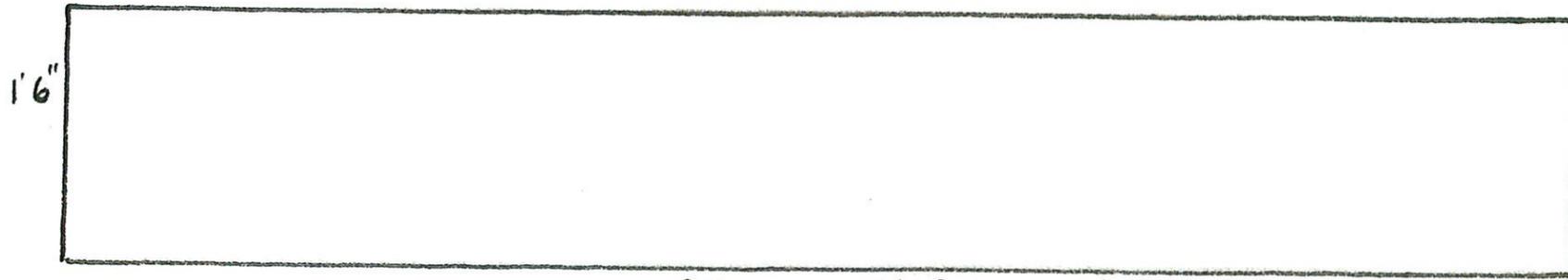


WHERE NATURE SMILES FOR 7 MILES (FIRE STATION SIDE)

← N

CLOCK TOWER

- Royal Catchfly
- ORANGE CONEFLOWER
- BROWN-EYED SUSAN
- PURPLE CONEFLOWER
- SMOOTH BLUE ASTER
- RATTLE-SNAKE MASTER
- GOLDEN ALEXANDERS
- HAREBELL
- NODDING ONION
- BUTTON BLAZING STAR



Letting of January 06, 2017**Letting Call:** 1701 010**Project:** STUL 70139-123994**Local Agreement:** 16-5520**Start Date:** 10 days after award**Low Bid:** \$396,482.10**Engineer Estimate:** \$502,265.00**Pct Over/Under Estimate:** -21.06 %**Completion Date:** June 24, 2017**Description:**

0.24 mi of hot mix asphalt pavement reconstruction, storm and sanitary sewer, hydrant relocation, concrete curb, gutter and sidewalk ramps and pavement markings on Buchanan Street from Exchange Street to Mason Street in the village of Spring Lake, Ottawa County.

4.00 % DBE participation required

Bidder	As-Submitted
McCormick Sand, Inc.	\$396,482.10
Jackson-Merkey Contractors, Inc.	\$422,854.64
Brenner Excavating, Inc.	\$461,359.69
Kammaing & Roodvoets, Inc.	\$480,614.50
Milbocker and Sons, Inc.	\$488,368.50
Nagel Construction, Inc.	\$498,971.00
Schippers Excavating, Inc.	\$499,545.50
C & D Hughes, Inc.	\$499,764.41
Kentwood Excavating, Inc.	\$531,103.00
Diversco Construction Company, Inc.	\$544,549.75
Tiles Excavating, Inc.	\$579,989.00

Total Number of Bidders: 11

STP

DA

Control Section	STUL 70139
Job Number	123994A
Project	STP 1770(001)
Federal Item No.	HK 1247
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	16-5520

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the VILLAGE OF SPRING LAKE, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the Village of Spring Lake, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated October 24, 2016, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Holt mix asphalt paving work along Buchanan Street from Exchange Street northerly to Liberty Street; including storm sewer, concrete curb and gutter, concrete sidewalk ramp, and pavement marking work; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Hot mix asphalt paving work along Buchanan Street from Liberty Street northerly to Mason Street; including brick paver installation, planter salvage, hydrant relocation, and sanitary sewer work; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$176,000, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon an effective billing rate and the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses. The initial effective billing rate for the federal funding for the PART A portion of the PROJECT is calculated by using the federal funding for the PART A portion of the PROJECT set at the time of the award of the construction contract, as described in Section 5, and dividing by the total costs of the PART A portion of the PROJECT eligible for federal funding and authorized at the time of the award of the construction contract.

The effective billing rate for the federal funding of the PART A portion of the PROJECT is determined by the current funding authorization for the PART A portion of the PROJECT and may change as the PROJECT progresses and funding authorizations are increased or decreased.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent

effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsive for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability

for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

The DEPARTMENT shall not be subject to any obligations or liabilities by contractors of the REQUESTING PARTY or their subcontractors or any other person not a party to this contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the REQUESTING PARTY shall take no action or conduct which arises either directly or indirectly out of its obligations, responsibilities, and duties under this contract, which results in claims being asserted against or judgments being imposed against the State of Michigan, the DEPARTMENT, and/or the Michigan State Transportation Commission.

In the event that the same occurs, for the purpose of this contract it will be considered as a breach of this contract thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan State Transportation Commission a right to seek and obtain any necessary relief or remedy, including but not by way of limitation, a judgment for money damages.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

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

VILLAGE OF SPRING LAKE

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



RDB
11/29/16

APPROVED BY: _____
Administrator
Real Estate

12/1/16
Date

October 24, 2016

EXHIBIT I

CONTROL SECTION STUL 70139
JOB NUMBER 123994A
PROJECT STP 1770(001)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$325,400	\$176,900	\$502,300

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$325,400	\$176,900	\$502,300
Less Federal Funds*	<u>\$176,000</u>	<u>\$ -0-</u>	<u>\$176,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$149,400	\$176,900	\$326,300

*Federal Funds for the PART A portion of the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs

 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**AGREEMENT
REGARDING THE EMPLOYMENT OF
CHRISTINE BURNS AS VILLAGE MANAGER**

This Agreement is made and entered into this 19th day of December, 2016, by and between the Village of Spring Lake (the “Village”) and Christine Burns (“Ms. Burns”), both of whom agree as follows:

BACKGROUND

1. The Village currently employs Ms. Burns as its Village Manager under the terms of a Letter of Understanding entered into as of June 20, 2012. Ms. Burns desires to continue employment with the Village, and both the Village and Ms. Burns wish to continue the current employment relationship based on the terms of this Agreement.
2. The Village desires to provide certain benefits, establish certain conditions of employment, and determine the working conditions for Ms. Burns.
3. The Village offers certain inducements for Ms. Burns to continue as an employee of the Village; make possible Ms. Burns’ full work productivity by giving her certain assurances; provide protection for the Village in regard to Ms. Burns’ performance; and provide a just means of terminating the services of Ms. Burns.
4. The Village and Ms. Burns wish to confirm their employment relationship for the Village Manager position according to the terms of this Agreement.

AGREEMENT

Section 1. Duties. The Village hereby agrees to employ Ms. Burns as Village Manager to perform the functions and duties that may be specified in the Village Charter and Code of Ordinances, to facilitate, establish and accomplish goals, to provide direction for the Village and to perform other legally permissible and proper duties and functions as the Village Council shall assign.

Section 2. Term.

- (a) This Agreement becomes effective as of January 1, 2017, at which time it amends and restates in the entirety the prior Letter of Understanding. This Agreement continues thereafter until terminated by Ms. Burns and/or the Village subject to the termination and severance provisions set forth in Section 3 of this Agreement.
- (b) Ms. Burns maintains the position of Village Manager “At Will” and serves at the pleasure and discretion of the Village Council which may terminate Ms. Burns’ employment “with”

or “without” cause, subject to the termination and severance provisions set forth in Section 3 of this Agreement.

- (c) Ms. Burns may voluntarily resign her position upon 30 days written notice to the Village. During the term of her employment, Ms. Burns shall remain the exclusive employee of the Village and shall not accept other employment without prior Council approval.

Section 3. Termination and Severance.

- (a) Termination “For Cause.”

In the event that the Village terminates Ms. Burns’ employment “For Cause,” the notice and severance conditions contained herein shall not apply. Ms. Burns may be terminated “for cause” only for a material act of misfeasance or malfeasance which substantially, and adversely affects the operations of the Village, or a criminal act resulting in conviction.

- (b) Termination “Without Cause.”

In the event that the Village terminates Ms. Burns “without cause,” the notice and severance provisions of this Agreement shall apply. Termination “without cause” shall be defined as any termination which does not constitute “for cause” termination, as defined in this Agreement. Further, Ms. Burns shall be deemed terminated “without cause” if the Village acts to alter, reduce, or diminish any of the material terms and/or conditions of this Agreement, to reduce or diminish Ms. Burns’ salary or benefits, as defined in this Agreement, or if the Village is disincorporated.

- (c) Notice.

The Village shall provide Ms. Burns 60 days written notice prior to termination. Ms. Burns shall provide 30 days written notice prior to resignation. If Ms. Burns fails to provide 30 days written notice prior to resignation, she shall forfeit any accrued benefits to which she would otherwise be entitled under the terms of this Agreement. In the case of Ms. Burns’ voluntary resignation, the Village shall have no obligation to pay severance.

- (d) Severance.

In the event the Village Council determines that this Agreement should be terminated, the Village shall notify Ms. Burns of such determination in writing. The notification shall include a selection by the Village of one of the two following options:

1. Continued employment of Ms. Burns for one year in order that Ms. Burns may seek an alternative position while still employed; or
2. A severance package which would consist of:

- i. Immediate termination/resignation of Ms. Burns as Village Manager.
- ii. The payment to Ms. Burns of six months of pay, paid in equal installments at the same time other Village employees are paid. For an equivalent period, and for no additional sums paid, Ms. Burns shall consult with the Village as an irregular employee in order to assist in the transition of matters, if requested by the Village, which consultation shall not exceed five hours per week.
- iii. For a period of up to six months, or until re-employment, whichever shall first occur, the fringe benefit package then in place shall be continued at the Village expense; however, any vehicle owned/leased by the Village and utilized by Ms. Burns shall be surrendered at termination of her employment.
- iv. The benefits accorded Ms. Burns shall not include secretarial, staff, or franking privileges.
- v. Deferred compensation contributions shall be made on all sums actually paid to Ms. Burns consistent with the provisions of this Agreement.
- vi. Ms. Burns shall be compensated for unused vacation, personal and sick leave time accrued pursuant to the terms of this Agreement.

Upon termination, the Village Council shall provide Ms. Burns with a favorable recommendation unless her last two job performance evaluations have been average or less than average; in which case the Village Council's recommendation shall be neutral. If Ms. Burns shall have been found guilty of misconduct in any court or tribunal of record, the public record of those proceedings shall speak for themselves and shall not require comment on the part of the Village.

- (e) Disincorporation. In the event a decision is made to disincorporate the Village (or to otherwise similarly voluntarily terminate the Village's existence under the laws of the State of Michigan) during the term of this Agreement, the following terms shall apply, as applicable.
 1. Where the Village (or any successor to the rights and liabilities of the Village which would assume the terms of this Agreement) wishes to continue receipt of services from Ms. Burns as Village Manager or in a comparable managerial role, Ms. Burns, at her election but without obligation, may continue her employment under the terms of this Agreement, for any period of time reasonable and necessary to wind down the affairs of the Village, as determined by the parties. Ms. Burns may however elect to not continue providing such services in that situation, without prejudice to or loss of rights or benefits under this Agreement. During any period following a decision to disincorporate or otherwise terminate the Village, in which

Ms. Burns elects to continue to provide services under this Agreement, Ms. Burns shall be compensated at her full rate of pay and benefits as described in this Agreement plus a five percent pay rate increase per annum over the prior calendar year's base salary, increased as of each January 1st during such post-disincorporation period.

2. If Ms. Burns' employment under this Agreement is not continued subsequent to a decision to disincorporate or otherwise terminate the Village, and unless her employment is terminated "For Cause," upon the date Ms. Burns' employment under this Agreement ends, the Village shall immediately pay Ms. Burns a lump sum payment equal to 24 months of her then-current base salary, with an additional four months credited and paid for each full calendar year dating from January 1, 2017 that Ms. Burns has been employed by the Village, but not to exceed 48 months in total in any event. For example, if Ms. Burns is employed as of July 1, 2019, and this clause becomes effective as of that date, Ms. Burns would receive an amount equal to 32 months (i.e., 24 months plus another 8 months for two calendar years since January 1, 2017) of her then-current base salary (i.e., her annual salary divided into a commensurate monthly payment, which is then multiplied by 32) in a single, immediate payment.
3. In addition to the payment described in Section 3(e)2, subject to the same conditions and at the same date as the payment under Section 3(e)2 is payable, the Village shall pay benefits as described in this Section.

For insurance coverage benefits, if Ms. Burns is not immediately eligible for substantially-equivalent (including spousal coverage) health, dental, and vision insurance plan coverage (in benefits and co-payments) as were available while employed by the Village, the Village, at its option, shall pay either: (A) such amounts as needed to maintain Ms. Burns' then-current insurance coverages in the individual-insured market (e.g., through COBRA or as available on exchanges) for the same period calculated under Section 3(e)2; or (B) the then-present value of anticipated premium payments to maintain such pre-termination coverage in any prior Village-sponsored plan or individual policy the Village had previously maintained for Ms. Burns, for the same period calculated under Section 3(e)2.

In addition to insurance benefits, the Village shall make payments to defined contribution, defined benefit, or other retirement accounts or retirement plan contributions in place when Section 3(e) becomes effective and to which the Village was contributing on behalf of Ms. Burns; these payments shall continue for the same period calculated under Section 3(e)2.

The Village will also remain liable for payment at such time of all accrued and accumulated unused vacation, personal leave time, and sick days.

4. For purposes of clarity and the avoidance of doubt, the parties note that after such time as is reasonably necessary to wind down the Village affairs following a decision to disincorporate or otherwise terminate the Village, and after this Agreement has been terminated according to its terms, Ms. Burns shall be deemed “Terminated Without Cause.” During any period following a decision to disincorporate or otherwise terminate the Village, while Ms. Burns remains in the employ of the Village or any successor entity assuming Village liabilities, this Agreement remains the controlling document, except as otherwise agreed to by the parties in a writing executed at such time by all parties.

Section 4. Compensation.

- (a) The Village agrees to pay Ms. Burns, an annual base salary of \$89,639.47 payable in equal installments, not less than twice monthly.
- (b) Ms. Burns shall participate in and the Village shall provide matching contributions to Social Security and Medicare programs, as required by law.
- (c) The Village, through the Village Council shall conduct an annual performance review and provide salary increases for Ms. Burns based on performance and execution of duties.

Section 5. Hours of Work. The Village and Ms. Burns recognize that Ms. Burns must necessarily devote a significant amount of time outside the Village’s normal office hours in order to fully discharge her responsibilities. In recognition of this fact, Ms. Burns shall be allowed to determine and utilize flexible hours of work during the Village’s normal office hours, as long as such determination and utilization does not materially adversely affect the accomplishment of her duties under this Agreement.

Section 6. Automobile. The duties assigned to Ms. Burns by the Village require that she have the unrestricted use of an automobile while this Agreement is in effect. Upon mutual agreement of the parties, the Village shall:

- (a) Obtain, by purchase or lease, a vehicle with a 10,000 mile annual maximum at a cost of \$400.00 per month or less, and provide said vehicle to Ms. Burns. The Village will pay all operation and maintenance expenses, including periodic replacement of the vehicle as the Village Council deems necessary;
- (b) Pay for 30 gallons of fuel per month. Ms. Burns will purchase sufficient fuel to cover the IRS obligation; and
- (c) Provide car insurance under its fleet policy.

Ms. Burns shall be responsible for any tax consequences attributable to the use of the automobile. She may also operate the vehicle for unlimited personal use.

Section 7. Vacation and Other Leave Time.

- (a) Ms. Burns shall be awarded vacation in accordance with the Village vacation policy, with credit for tenure of 21 years in local government. The Village policy grants four weeks of vacation after 20 years with one day added for each year after 20 years, up to a total of five weeks. Accordingly, Ms. Burns shall have 21 paid vacation days credited to her vacation account the effective date of this Agreement, for use during the first year of this Agreement. Each anniversary of this Agreement thereafter, while the Agreement remains in effect, for utilization during the following 12 months, she shall receive an additional day, up to five weeks (i.e., 22 paid vacation days after one year; 23 paid vacation days after two years; 24 paid vacation days after three years; 25 paid vacation days after four years and after each additional year). If Ms. Burns has not used all of the vacation credited to her account by a particular anniversary of this Agreement, she may, at her option, carry up to five paid vacation days over to her vacation account on the immediately following year. Any additional accrued unused vacation benefit shall be forfeited. All vacation taken by Ms. Burns shall be taken at times mutually convenient for and agreed upon by Ms. Burns and the Village Council. It is the stated objective of the Village Council that Ms. Burns take allotted vacation time during the relevant anniversary year.
- (b) Ms. Burns shall accrue to her account, at the same rate and subject to the same rules and regulations applicable to other Village employees, paid leave time as is provided to other Village employees. For purposes of this Section, “paid leave time” shall mean paid sick leave time, paid holidays and paid personal days.

Section 8. Insurances. The Village shall provide Ms. Burns with health, dental, prescription, term life and disability insurance coverage to the same extent, and according to the same rules and regulations and conditions of eligibility, as such insurance coverage is generally provided to other Village employees. Said life insurance shall be in an amount equal to \$50,000.00.

Section 9. Retirement. Ms. Burns shall not participate in any retirement programs maintained by the Village for the benefit of its other employees. Instead, Ms. Burns shall participate with the full approval of the Village in the International City Management Association Retirement Corporation deferred compensation plan (ICMA plan). The Village shall contribute 12 percent of Ms. Burns’ annual compensation, as defined in the ICMA plan, to such plan in equal installments in accordance with Ms. Burns’ pay schedule. In addition, Ms. Burns shall direct the Village to withhold such amounts as she may determine from her regular paycheck for payment to the ICMA plan. Such contributions by the Village and Ms. Burns shall be governed by the rules and regulations applicable to the ICMA plan.

Section 10. Professional Expenses.

- (a) To the extent approved by the Village Council according to its discretion, and according to any limitations placed thereon by the Village Council, the Village shall budget and pay for

professional dues and subscriptions necessary for Ms. Burns to participate in the International City Management Association and the Michigan Municipal Executives.

- (b) To the extent approved by the Village Council according to its discretion, and according to any limitations placed thereon by the Village Council, the Village shall budget and pay for Ms. Burns' travel and subsistence expenses necessary for her to attend the annual conferences of the International City Management Association and the Michigan Municipal Executives, as well as such other conferences and meetings as the Village Council approves in its discretion.
- (c) To the extent approved by the Village Council according to its discretion, and according to the limitations placed thereon by the Village Council, the Village shall reimburse Ms. Burns for the job-related expenses she reasonably incurs pursuant to the discharge of her duties for the Village.
- (d) To the extent approved by the Village Council according to its discretion, the Village shall reimburse Ms. Burns for her tuition expenses incurred for continuing education which the Village Council deems is related to and will be beneficial for Ms. Burns in her position as Village Manager.
- (e) The Village will contribute up to \$50.00 per month as a cell phone allowance paid directly to Ms. Burns' carrier.
- (f) The Village agrees to continue to support Ms. Burns' continued service on the Michigan Municipal League's Workers' Compensation Board of Directors and the Michigan Municipal League's Board of Directors.

Section 11. Residency. After a reasonable amount of time for Ms. Burns to move her residence in accordance with this Section, Ms. Burns shall live for the balance of her employment as Village Manager as geographically close to the Village as the Village is allowed by relevant law to require.

Section 12. Professional Liability Insurance. The Village shall, throughout the term of Ms. Burns' employment as Village Manager, maintain a policy of professional liability insurance covering Ms. Burns as Village Manager.

Section 13. Indemnification. The Village shall defend, save harmless, and indemnify Ms. Burns against any threatened, pending, completed action, suit or proceeding whether civil, criminal, administrative, or investigative, formal or informal, arising out of her employment at the Village. The Village obligation for indemnity shall include attorney fees, judgments, penalties, fines and the amounts of any settlement actually or reasonably incurred. The Village (in its discretion) may compromise and settle any such claim or suit and will be obligated to pay the amount of any settlement or judgment rendered thereon. The Village reserves the right to withhold indemnification only in the event that the litigation or claim arises out of an intentional criminal act where Ms. Burns had no reasonable cause to believe her conduct was lawful.

Section 14. Miscellaneous.

- (a) The rights and obligations of the parties under this Agreement shall not be assignable.
- (b) The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by that party. No waiver shall be valid unless in writing and signed by the party giving the waiver.
- (c) Any notice required under this Agreement to be given to either party shall be made in writing, and shall be served or transmitted in person or otherwise mailed to the party at the last known address.
- (d) This Agreement represents the entire understanding and agreement between the parties. Any prior understanding or agreement is superseded and replaced by this Agreement.
- (e) The terms of this Agreement may be amended or modified, provided any such amendments or modifications are made in writing and signed by the parties.
- (f) This Agreement is being executed in the State of Michigan, and it shall be governed by and construed in accordance with the laws of the State of Michigan.
- (g) The captions appearing in connection with the various Sections of this Agreement are provided for convenience only, shall not be deemed a part of this Agreement, and shall have no independent significance.
- (h) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- (i) If any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, shall remain in full force and effect, and shall continue to govern the relationship between the parties.
- (j) The terms of this Agreement shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. However, Ms. Burns may not assign this Agreement to any other party without the express written permission of the Village.

IN WITNESS WHEREOF, the Village Council has, through its authorized representatives, signed this Agreement this _____ day of _____, 2016.

Signed in the Presence of:

VILLAGE OF SPRING LAKE,
OTTAWA COUNTY, MICHIGAN

By: _____

James MacLachlan
Its: President

By: _____

Marvin Hinga
Its: Clerk/Treasurer

IN WITNESS WHEREOF, Ms. Burns has signed this Agreement on this _____ day of _____, 2016.

Signed in the Presence of:

Christine Burns

COMPARISON TO BURNS DRAFT AGREEMENT
AGREEMENT
REGARDING THE EMPLOYMENT OF
CHRISTINE BURNS AS VILLAGE MANAGER

This Agreement is made and entered into this 19th day of December, 2016, by and between the Village of Spring Lake (the “Village”) and Christine Burns (“Ms. Burns”), both of whom agree as follows:

BACKGROUND

1. The Village currently employs Ms. Burns as its Village Manager; under the terms of a Letter of Understanding entered into as of June 20, 2012. Ms. Burns desires to continue employment with the Village, and both the Village and Ms. Burns wish to ~~enter into an~~continue the current employment relationship based on the terms of this Agreement.
2. The Village desires to provide certain benefits, establish certain conditions of employment, and determine the working conditions for Ms. Burns.
3. The Village offers certain inducements for Ms. Burns to continue as an employee of the Village; make possible Ms. Burns’ full work productivity by giving her certain assurances; provide protection for the Village in regard to Ms. Burns’ performance; and provide a just means of terminating the services of Ms. Burns.
4. The Village and Ms. Burns wish to confirm their employment relationship for the Village Manager position according to the terms of this Agreement.

AGREEMENT

Section 1. Duties. The Village hereby agrees to employ Ms. Burns as Village Manager to perform the functions and duties that may be specified in the Village Charter and Code of Ordinances, to facilitate, establish and accomplish goals, to provide direction for the Village and to perform other legally permissible and proper duties and functions as the Village Council shall assign.

Section 2. Term.

- (a) This Agreement ~~commences~~becomes effective as of January 1, 2017, ~~and~~at which time it amends and restates in the entirety the prior Letter of Understanding. This Agreement continues thereafter until terminated by Ms. Burns and/or the Village subject to the termination and severance provisions set forth in Section 3 of this Agreement.

- (b) Ms. Burns maintains the position of Village Manager “At Will” and serves at the pleasure and discretion of the Village Council which may terminate Ms. Burns’ employment “with” or “without” cause, subject to the termination and severance provisions set forth in Section 3 of this Agreement.
- (c) Ms. Burns may voluntarily resign her position upon 30 days written notice to the Village. During the term of her employment, Ms. Burns shall remain the exclusive employee of the Village and shall not accept other employment without prior Council approval.

Section 3. Termination and Severance.

- (a) Termination “For Cause”:

In the event that the Village terminates Ms. Burns’ employment “For Cause”; the notice and severance conditions contained herein shall not apply. Ms. Burns may be terminated “for cause” only for a material act of misfeasance or malfeasance which substantially, and adversely affects the operations of the Village, or a criminal act resulting in conviction.

- (b) Termination “Without Cause”:

In the event that the Village terminates Ms. Burns “without cause”, the notice and severance provisions of this Agreement shall apply. Termination “without cause” shall be defined as any termination which does not constitute “for cause” termination, as defined in this Agreement. Further, Ms. Burns shall be deemed terminated “without cause” if the Village acts to alter, reduce, or diminish any of the material terms and/or conditions of this Agreement, to reduce or diminish Ms. Burns’ salary or benefits, as defined in this Agreement, or if the Village is reincorporated.

- (c) Notice.

The Village shall provide Ms. Burns 60 days written notice prior to termination. Ms. Burns shall provide 30 days written notice prior to resignation. If Ms. Burns fails to provide 30 days written notice prior to resignation, she shall forfeit any accrued benefits to which she would otherwise be entitled under the terms of this Agreement. In the case of Ms. Burns’ voluntary resignation, the Village shall have no obligation to pay severance.

- (d) Severance.

In the event the Village Council determines that this Agreement should be terminated, the Village shall notify Ms. Burns of such determination in writing. The notification shall include a selection by the Village of one of the two following options:

1. Continued employment of Ms. Burns for one ~~(1)~~ year in order that Ms. Burns may seek an alternative position while still employed; or

2. A severance package which would consist of:
 - i. Immediate termination/resignation of Ms. Burns as Village Manager.
 - ii. The payment to Ms. Burns of six ~~(6)~~ months of pay, paid in equal installments at the same time other Village employees are paid. For an equivalent period, and for no additional sums paid, Ms. Burns shall consult with the Village as an irregular employee in order to assist in the transition of matters, if requested by the Village, which consultation shall not exceed five ~~(5)~~ hours per week.
 - iii. For a period of up to six ~~(6)~~ months, or until re-employment, whichever shall first occur, the fringe benefit package then in place shall be continued at the Village expense; however, any vehicle owned/leased by the Village and utilized by Ms. Burns shall be surrendered at termination of her employment.
 - iv. The benefits accorded Ms. Burns shall not include secretarial, staff, or franking privileges.
 - v. Deferred compensation contributions shall be made on all sums actually paid to Ms. Burns consistent with the provisions of this Agreement.
 - vi. Ms. Burns shall be compensated for unused vacation, personal and sick leave time accrued pursuant to the terms of this Agreement.

Upon termination, the Village Council shall provide Ms. Burns with a favorable recommendation unless her last two ~~(2)~~ job performance evaluations have been average or less than average; in which case the Village Council's recommendation shall be neutral. If Ms. Burns shall have been found guilty of misconduct in any court or tribunal of record, the public record of those proceedings shall speak for themselves and shall not require comment on the part of the Village.

- (e) Disincorporation. In the event a decision is made to disincorporate the Village (or to otherwise similarly voluntarily terminate the Village's existence under the laws of the State of Michigan) during the term of this Agreement, the following terms shall apply, as applicable.

~~In the event the Village disincorporates~~^{1.} Where the Village (or any successor to the rights and liabilities of the Village which would assume the terms of this Agreement) wishes to continue receipt of services from Ms. Burns as Village Manager or in a comparable managerial role, Ms. Burns, at her election but without obligation, may continue her employment with under the Village terms of this Agreement, for that any period of time reasonable and necessary to wind down the

affairs of the Village. ~~During the post-disincorporation period,~~ as determined by the parties. Ms. Burns may however elect to not continue providing such services in that situation, without prejudice to or loss of rights or benefits under this Agreement. During any period following a decision to disincorporate or otherwise terminate the Village, in which Ms. Burns elects to continue to provide services under this Agreement, Ms. Burns shall be compensated at her full rate of pay and benefits as described in this Agreement plus a ~~5%~~ five percent pay rate increase per annum ~~over the prior calendar year's base salary, increased as of~~ each January 1st during such post-disincorporation period.

~~The Village shall~~ 2. If Ms. Burns' employment under this Agreement is not continued subsequent to a decision to disincorporate or otherwise terminate the Village, and unless her employment is terminated "For Cause," upon the date Ms. Burns' employment under this Agreement ends, the Village shall immediately pay Ms. Burns a lump sum ~~severance~~ payment equal to ~~two years~~ 24 months of her then-current base salary and benefits, as described in this Agreement. For each year beyond the effective date of this Agreement that Ms. Burns remains, with an additional four months credited and paid for each full calendar year dating from January 1, 2017 that Ms. Burns has been employed by the Village, ~~the lump sum severance payment (salary and benefits) shall increase four (4) months per annum, but~~ not to exceed 48 months in total of salary and benefits. Benefits shall be valued at their full, present value at the time of termination. The lump sum severance payment shall include salary, two person health care insurance, two person dental and vision insurance, and all other benefits, for the defined period of severance, plus compensation for all then in any event. For example, if Ms. Burns is employed as of July 1, 2019, and this clause becomes effective as of that date, Ms. Burns would receive an amount equal to 32 months (i.e., 24 months plus another 8 months for two calendar years since January 1, 2017) of her then-current base salary (i.e., her annual salary divided into a commensurate monthly payment, which is then multiplied by 32) in a single, immediate payment.

3. In addition to the payment described in Section 3(e)2, subject to the same conditions and at the same date as the payment under Section 3(e)2 is payable, the Village shall pay benefits as described in this Section.

For insurance coverage benefits, if Ms. Burns is not immediately eligible for substantially-equivalent (including spousal coverage) health, dental, and vision insurance plan coverage (in benefits and co-payments) as were available while employed by the Village, the Village, at its option, shall pay either: (A) such amounts as needed to maintain Ms. Burns' then-current insurance coverages in the individual-insured market (e.g., through COBRA or as available on exchanges) for the same period calculated under Section 3(e)2; or (B) the then-present value of anticipated premium payments to maintain such pre-termination coverage in any prior Village-sponsored plan or individual policy the Village had previously maintained for Ms. Burns, for the same period calculated under Section 3(e)2.

In addition to insurance benefits, the Village shall make payments to defined contribution, defined benefit, or other retirement accounts or retirement plan contributions in place when Section 3(e) becomes effective and to which the Village was contributing on behalf of Ms. Burns; these payments shall continue for the same period calculated under Section 3(e)2.

The Village will also remain liable for payment at such time of all accrued and accumulated unused vacation, personal leave time, and sick days.

~~At the conclusion of the time~~4. For purposes of clarity and the avoidance of doubt, the parties note that after such time as is reasonably necessary to wind down the Village affairs following a decision to disincorporate or otherwise terminate the Village, and after this Agreement has been terminated according to its terms, Ms. Burns shall be deemed "Terminated Without Cause" and paid severance as described in this subsection (e). During any period following a decision to disincorporate or otherwise terminate the Village, while Ms. Burns remains in the employ of the Village or any successor entity assuming Village liabilities, this Agreement remains the controlling document, except as otherwise agreed to by the parties in a writing executed at such time by all parties.

Section 4. Compensation.

- (a) The Village agrees to pay Ms. Burns, an annual base salary of \$89,639.47 payable in equal installments, not less than twice monthly.
- (b) Ms. Burns shall participate in and the Village shall provide matching contributions to Social Security and Medicare programs, as required by law.
- (c) The Village, through the Village Council shall conduct an annual performance review and provide salary increases for Ms. Burns based on performance and execution of duties.

Section 5. Hours of Work. The Village and Ms. Burns recognize that Ms. Burns must necessarily devote a significant amount of time outside the Village's normal office hours in order to fully discharge her responsibilities. In recognition of this fact, Ms. Burns shall be allowed to determine and utilize flexible hours of work during the Village's normal office hours, as long as such determination and utilization does not materially adversely affect the accomplishment of her duties under this Agreement.

Section 6. Automobile. The duties assigned to Ms. Burns by the Village require that she have the unrestricted use of an automobile while this Agreement is in effect. Upon mutual agreement of the parties, the Village shall:

- (a) Obtain, by purchase or lease, a vehicle with a 10,000 mile annual maximum at a cost of \$400.00 per month or less, and provide said vehicle to Ms. Burns. The Village will pay all

operation and maintenance expenses, including periodic replacement of the vehicle as the Village Council deems necessary;

- (b) Pay for ~~thirty (30)~~ gallons of fuel per month. Ms. Burns will purchase sufficient fuel to cover the IRS obligation; and
- (c) Provide car insurance under its fleet policy.

Ms. Burns shall be responsible for any tax consequences attributable to the use of the automobile. She may also operate the vehicle for unlimited personal use.

Section 7. Vacation and Other Leave Time.

- (a) Ms. Burns shall be awarded vacation in accordance with the Village vacation policy, with credit for tenure of ~~twenty-one (21)~~ years in local government. The Village policy grants four ~~(4)~~ weeks of vacation after ~~twenty (20)~~ years with one ~~(1)~~ day added for each year after ~~twenty (20)~~ years, up to a total of five ~~(5)~~ weeks. Accordingly, Ms. Burns shall have ~~twenty-one (21)~~ paid vacation days credited to her vacation account the effective date of this Agreement, for use during the first year of this Agreement. Each anniversary of this Agreement thereafter, while the Agreement remains in effect, for utilization during the following ~~twelve (12)~~ months, she shall receive an additional day, up to five ~~(5)~~ weeks (i.e., ~~twenty-two (22)~~ paid vacation days after one ~~(1)~~ year; ~~twenty-three (23)~~ paid vacation days after two ~~(2)~~ years; ~~twenty-four (24)~~ paid vacation days after three ~~(3)~~ years; ~~twenty-five (25)~~ paid vacation days after four ~~(4)~~ years and after each additional year). If Ms. Burns has not used all of the vacation credited to her account by a particular anniversary of this Agreement, she may, at her option, carry up to five ~~(5)~~ paid vacation days over to her vacation account on the immediately following year. Any additional accrued unused vacation benefit shall be forfeited. All vacation taken by Ms. Burns shall be taken at times mutually convenient for and agreed upon by Ms. Burns and the Village Council. It is the stated objective of the Village Council that Ms. Burns take allotted vacation time during the relevant anniversary year.
- (b) Ms. Burns shall accrue to her account, at the same rate and subject to the same rules and regulations applicable to other Village employees, paid leave time as is provided to other Village employees. For purposes of this Section, “paid leave time” shall mean paid sick leave time, paid holidays and paid personal days.

Section 8. Insurances. The Village shall provide Ms. Burns with health, dental, prescription, term life and disability insurance coverage to the same extent, and according to the same rules and regulations and conditions of eligibility, as such insurance coverage is generally provided to other Village employees. Said life insurance shall be in an amount equal to \$50,000.00.

Section 9. Retirement. Ms. Burns shall not participate in any retirement programs maintained by the Village for the benefit of its other employees. Instead, Ms. Burns shall

participate with the full approval of the Village in the International City Management Association Retirement Corporation deferred compensation plan (ICMA plan). The Village shall contribute ~~twelve (12%)~~ percent of Ms. Burns' annual compensation, as defined in the ICMA plan, to such plan in equal installments in accordance with Ms. Burns' pay schedule. In addition, Ms. Burns shall direct the Village to withhold such amounts as she may determine from her regular paycheck for payment to the ICMA plan. Such contributions by the Village and Ms. Burns shall be governed by the rules and regulations applicable to the ICMA plan.

Section 10. Professional Expenses.

- (a) To the extent approved by the Village Council according to its discretion, and according to any limitations placed thereon by the Village Council, the Village shall budget and pay for professional dues and subscriptions necessary for Ms. Burns to participate in the International City Management Association and the Michigan Municipal Executives.
- (b) To the extent approved by the Village Council according to its discretion, and according to any limitations placed thereon by the Village Council, the Village shall budget and pay for Ms. Burns' travel and subsistence expenses necessary for her to attend the annual conferences of the International City Management Association and the Michigan Municipal Executives, as well as such other conferences and meetings as the Village Council approves in its discretion.
- (c) To the extent approved by the Village Council according to its discretion, and according to the limitations placed thereon by the Village Council, the Village shall reimburse Ms. Burns for the job-related expenses she reasonably incurs pursuant to the discharge of her duties for the Village.
- (d) To the extent approved by the Village Council according to its discretion, the Village shall reimburse Ms. Burns for her tuition expenses incurred for continuing education which the Village Council deems is related to and will be beneficial for Ms. Burns in her position as Village Manager.
- (e) The Village will contribute up to \$50.00 per month as a cell phone allowance paid directly to Ms. Burns' carrier.
- (f) The Village agrees to continue to support Ms. Burns' continued service on the Michigan Municipal League's Workers' Compensation Board of Directors and the Michigan Municipal League's Board of Directors.

Section 11. Residency. After a reasonable amount of time for Ms. Burns to move her residence in accordance with this Section, Ms. Burns shall live for the balance of her employment as Village Manager as geographically close to the Village as the Village is allowed by relevant law to require.

Section 12. Professional Liability Insurance. The Village shall, throughout the term of Ms. Burns' employment as Village Manager, maintain a policy of professional liability insurance covering Ms. Burns as Village Manager.

Section 13. Indemnification. The Village shall defend, save harmless, and indemnify Ms. Burns against any threatened, pending, completed action, suit or proceeding whether civil, criminal, administrative, or investigative, formal or informal, arising out of her employment at the Village. The Village obligation for indemnity shall include attorney fees, judgments, penalties, fines and the amounts of any settlement actually or reasonably incurred. The Village (in its discretion) may compromise and settle any such claim or suit and will be obligated to pay the amount of any settlement or judgment rendered thereon. The Village reserves the right to withhold indemnification only in the event that the litigation or claim arises out of an intentional criminal act where Ms. Burns had no reasonable cause to believe her conduct was lawful.

Section 14. Miscellaneous.

- (a) The rights and obligations of the parties under this Agreement shall not be assignable.
- (b) The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by that party. No waiver shall be valid unless in writing and signed by the party giving the waiver.
- (c) Any notice required under this Agreement to be given to either party shall be made in writing, and shall be served or transmitted in person or otherwise mailed to the party at the last known address.
- (d) This Agreement represents the entire understanding and agreement between the parties. Any prior understanding or agreement is superseded and replaced by this Agreement.
- (e) The terms of this Agreement may be amended or modified, provided any such amendments or modifications are made in writing and signed by the parties.
- (f) This Agreement is being executed in the State of Michigan, and it shall be governed by and construed in accordance with the laws of the State of Michigan.
- (g) The captions appearing in connection with the various Sections of this Agreement are provided for convenience only, shall not be deemed a part of this Agreement, and shall have no independent significance.
- (h) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- (i) If any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, shall remain in full force and effect, and shall continue to govern the relationship between the parties.

- (j) The terms of this Agreement shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. However, Ms. Burns may not assign this Agreement to any other party without the express written permission of the Village.

IN WITNESS WHEREOF, the Village Council has, through its authorized representatives, signed this Agreement this _____ day of _____, 2016.

Signed in the Presence of:

VILLAGE OF SPRING LAKE,
OTTAWA COUNTY, MICHIGAN

By: _____

James MacLachlan

Its: President

By: _____

Marvin Hinga

Its: Clerk/Treasurer

IN WITNESS WHEREOF, Ms. Burns has signed this Agreement on this _____ day of _____, 2016.

Signed in the Presence of:

Christine Burns

SLV 833 Letter of Understanding Regarding the [1051 Burns](#) Employment of [Christine Burns as Village Manager 06182012/ske](#) [Agreement RAB 12152016](#)

Document comparison by Workshare 9 on Thursday, December 15, 2016
11:05:58 AM

Input:	
Document 1 ID	worldox://00339151.DOCX/1
Description	Burns Employment Agreement from BURNS 12122016
Document 2 ID	worldox://00339585.DOCX/1
Description	SLV 1051 Burns Employment Agreement RAB 12152016
Rendering set	Sue's Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	43
Deletions	61
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	104

COMPARISON TO POWERS DRAFT AGREEMENT

AGREEMENT REGARDING THE EMPLOYMENT OF CHRISTINE BURNS AS VILLAGE MANAGER

This Agreement is made and entered into this 19th day of December, 2016, by and between the Village of Spring Lake (the “Village”) and Christine Burns (“Ms. Burns”), both of whom agree as follows:

BACKGROUND

1. The Village currently employs Ms. Burns as its Village Manager under the terms of a Letter of Understanding entered into as of June ~~20th~~, 20, 2012. Ms. Burns desires to continue employment with the Village, and both the Village and Ms. Burns wish to continue the current employment relationship based on the terms of this Agreement.
2. The Village desires to provide certain benefits, establish certain conditions of employment, and determine the working conditions for Ms. Burns.
3. The Village offers certain inducements for Ms. Burns to continue as an employee of the Village; make possible Ms. Burns’ full work productivity by giving her certain assurances; provide protection for the Village in regard to Ms. Burns’ performance; and provide a just means of terminating the services of Ms. Burns.
4. The Village and Ms. Burns wish to confirm their employment relationship for the Village Manager position according to the terms of this Agreement.

AGREEMENT

Section 1. Duties. The Village hereby agrees to employ Ms. Burns as Village Manager to perform the functions and duties that may be specified in the Village Charter and Code of Ordinances, to facilitate, establish and accomplish goals, to provide direction for the Village and to perform other legally permissible and proper duties and functions as the Village Council shall assign.

Section 2. Term.

- (a) This Agreement becomes effective as of January 1, 2017, at which time it amends and restates in the ~~entirely~~entirety the prior Letter of Understanding. This Agreement continues thereafter until terminated by Ms. Burns and/or the Village subject to the termination and severance provisions set forth in Section 3 of this Agreement.

- (b) Ms. Burns maintains the position of Village Manager “At Will” and serves at the pleasure and discretion of the Village Council which may terminate Ms. Burns’ employment “with” or “without” cause, subject to the termination and severance provisions set forth in Section 3 of this Agreement.
- (c) Ms. Burns may voluntarily resign her position upon 30 days written notice to the Village. During the term of her employment, Ms. Burns shall remain the exclusive employee of the Village and shall not accept other employment without prior Council approval.

Section 3. Termination and Severance.

- (a) Termination “For Cause”:

In the event that the Village terminates Ms. Burns’ employment “For Cause”; the notice and severance conditions contained herein shall not apply. Ms. Burns may be terminated “for cause” only for a material act of misfeasance or malfeasance which substantially, and adversely affects the operations of the Village, or a criminal act resulting in conviction.

- (b) Termination “Without Cause”:

In the event that the Village terminates Ms. Burns “without cause”, the notice and severance provisions of this Agreement shall apply. Termination “without cause” shall be defined as any termination which does not constitute “for cause” termination, as defined in this Agreement. Further, Ms. Burns shall be deemed terminated “without cause” if the Village acts to alter, reduce, or diminish any of the material terms and/or conditions of this Agreement, to reduce or diminish Ms. Burns’ salary or benefits, as defined in this Agreement, or if the Village is disincorporated.

- (c) Notice.

The Village shall provide Ms. Burns 60 days written notice prior to termination. Ms. Burns shall provide 30 days written notice prior to resignation. If Ms. Burns fails to provide 30 days written notice prior to resignation, she shall forfeit any accrued benefits to which she would otherwise be entitled under the terms of this Agreement. In the case of Ms. Burns’ voluntary resignation, the Village shall have no obligation to pay severance.

- (d) Severance.

In the event the Village Council determines that this Agreement should be terminated, the Village shall notify Ms. Burns of such determination in writing. The notification shall include a selection by the Village of one of the two following options:

1. Continued employment of Ms. Burns for one ~~(1)~~ year in order that Ms. Burns may seek an alternative position while still employed; or

2. A severance package which would consist of:
 - i. Immediate termination/resignation of Ms. Burns as Village Manager.
 - ii. The payment to Ms. Burns of six ~~(6)~~ months of pay, paid in equal installments at the same time other Village employees are paid. For an equivalent period, and for no additional sums paid, Ms. Burns shall consult with the Village as an irregular employee in order to assist in the transition of matters, if requested by the Village, which consultation shall not exceed five ~~(5)~~ hours per week.
 - iii. For a period of up to six ~~(6)~~ months, or until re-employment, whichever shall first occur, the fringe benefit package then in place shall be continued at the Village expense; however, any vehicle owned/leased by the Village and utilized by Ms. Burns shall be surrendered at termination of her employment.
 - iv. The benefits accorded Ms. Burns shall not include secretarial, staff, or franking privileges.
 - v. Deferred compensation contributions shall be made on all sums actually paid to Ms. Burns consistent with the provisions of this Agreement.
 - vi. Ms. Burns shall be compensated for unused vacation, personal and sick leave time accrued pursuant to the terms of this Agreement.

Upon termination, the Village Council shall provide Ms. Burns with a favorable recommendation unless her last two ~~(2)~~ job performance evaluations have been average or less than average; in which case the Village Council's recommendation shall be neutral. If Ms. Burns shall have been found guilty of misconduct in any court or tribunal of record, the public record of those proceedings shall speak for themselves and shall not require comment on the part of the Village.

- (e) Disincorporation. In the event a decision is made to disincorporate the Village ~~disincorporates (or its corporate existence is)~~ (or to otherwise similarly voluntarily-terminated terminate the Village's existence under the laws of the State of Michigan) during the term of this Agreement: ~~i,~~ the following terms shall apply, as applicable.

1. Where the Village (or ~~such~~ any successor to the rights and liabilities ~~to~~ of the Village ~~municipality as would be liable hereunder~~ which would assume the terms of this Agreement) wishes to continue receipt of services from Ms. Burns as ~~manager or a similarly situated~~ Village Manager or in a comparable managerial role, Ms. Burns, at her election but without obligation ~~to do so~~, may continue her employment ~~with the Village~~ under the terms of this Agreement, for any period of time reasonable

and necessary to wind down the affairs of the Village, as determined by the parties. Ms. Burns ~~will have no obligation, however, to perform such services under this Agreement during such time, and may thereafter~~may however elect to not continue providing such services ~~at any time following disincorporation~~in that situation, without prejudice to or loss of ~~right~~rights or benefits under this Agreement. During any ~~post-disincorporation period~~period following a decision to disincorporate or otherwise terminate the Village, in which Ms. Burns ~~does elect~~elects to continue to provide ~~managerial~~ services under this Agreement, Ms. Burns shall be compensated at her full rate of pay and benefits as described in this Agreement plus a ~~5%~~five percent pay rate increase per annum over the prior calendar year's base salary, increased as of each January 1st during such post-disincorporation period.

~~ii. 2.~~ If Ms. Burns' employment under this Agreement is not continued subsequent to ~~Village disincorporation is not continued (except if her employment terminates "for cause");~~a decision to disincorporate or otherwise terminate the Village, and unless her employment is terminated "For Cause," upon the date Ms. Burns' employment under this Agreement ends, the Village shall immediately pay Ms. Burns a lump sum payment ~~in an amount~~ equal to 24 months of ~~Ms. Burns' her~~ then-current base salary, with an additional ~~4~~four months credited and paid for each full calendar year dating from January 1, 2017 that Ms. Burns ~~remains~~has been employed by the Village, but not to exceed 48 months in total in any event. For example, if Ms. Burns is employed as of July 1, 2019, and ~~the Village disincorporates~~this clause becomes effective as of that date, Ms. Burns would receive an amount equal to 32 months (i.e., 24 months plus another 8 months for two calendar years since January 1, 2017) of her then-current base salary (i.e., her annual salary divided into a commensurate monthly payment, which is then multiplied by 32) in a single, immediate payment.

~~iii. 3.~~ In addition to the payment described in Section 3(e)~~(ii); 2.~~, subject to the same conditions and at the same date as the payment under Section 3(e)~~(ii) 2.~~ is payable, the Village ~~has the option for payment of~~shall pay benefits as described in this Section.

For insurance coverage benefits, if Ms. Burns is not immediately eligible for substantially-equivalent (including spousal coverage) health, dental, and vision insurance plan coverage (in benefits and co-payments) as were available while employed by the Village, the Village, at its option, shall pay either: (A) such amounts as needed to maintain Ms. Burns' then-current insurance coverages in the individual-insured market (e.g., through COBRA or, as available, on exchanges) for the same period calculated under Section 3(e)~~(ii) 2.~~; or (B) the then-present value of anticipated premium payments to maintain such pre-termination coverage in any prior Village-sponsored plan or individual policy the Village had previously maintained for Ms. Burns ~~prior to disincorporation,~~ for the same period calculated under Section 3(e)~~(ii) 2.~~

In addition to insurance benefits, the Village ~~would~~shall make payments to defined contribution, defined benefit, or other retirement accounts or retirement plan contributions in place ~~at disincorporation~~when Section 3(e) becomes effective and to which the Village was contributing on behalf of Ms. Burns; these payments shall continue for the same period calculated under Section 3(e)~~(ii)~~-2.

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- ~~iv~~4. For purposes of clarity and the avoidance of doubt, the parties note that after such time as is reasonably necessary to wind down the Village affairs following ~~disincorporation, and the Agreement will have been mutually concluded after disincorporation~~a decision to disincorporate or otherwise terminate the Village, and after this Agreement has been terminated according to its terms, Ms. Burns shall be deemed “Terminated Without Cause.” During any ~~post-disincorporation~~ period following a decision to disincorporate or otherwise terminate the Village, while Ms. Burns remains in the employ of the Village or any successor entity assuming Village liabilities, this Agreement remains the controlling document, except as otherwise agreed to by the parties in a writing executed at such time by all parties.

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operation and maintenance expenses, including periodic replacement of the vehicle as the Village Council deems necessary;

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- (b) The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by that party. No waiver shall be valid unless in writing and signed by the party giving the waiver.
- (c) Any notice required under this Agreement to be given to either party shall be made in writing, and shall be served or transmitted in person or otherwise mailed to the party at the last known address.
- (d) This Agreement represents the entire understanding and agreement between the parties. Any prior understanding or agreement is superseded and replaced by this Agreement.
- (e) The terms of this Agreement may be amended or modified, provided any such amendments or modifications are made in writing and signed by the parties.
- (f) This Agreement is being executed in the State of Michigan, and it shall be governed by and construed in accordance with the laws of the State of Michigan.
- (g) The captions appearing in connection with the various Sections of this Agreement are provided for convenience only, shall not be deemed a part of this Agreement, and shall have no independent significance.
- (h) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- (i) If any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, shall remain in full force and effect, and shall continue to govern the relationship between the parties.

- (j) The terms of this Agreement shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. However, Ms. Burns may not assign this Agreement to any other party without the express written permission of the Village.

IN WITNESS WHEREOF, the Village Council has, through its authorized representatives, signed this Agreement this _____ day of _____, 2016.

Signed in the Presence of:

VILLAGE OF SPRING LAKE,
OTTAWA COUNTY, MICHIGAN

By: _____

James MacLachlan
Its: President

By: _____

Marvin Hinga
Its: Clerk/Treasurer

IN WITNESS WHEREOF, Ms. Burns has signed this Agreement on this _____ day of _____, 2016.

Signed in the Presence of:

Christine Burns

SLV 833 Letter of Understanding Regarding the [1051 Burns](#) Employment of [Christine Burns as Village Manager 06182012/ske](#) [Agreement RAB 12152016](#)

Document comparison by Workshare 9 on Thursday, December 15, 2016
 11:08:12 AM

Input:	
Document 1 ID	worldox://00339150.DOCX/1
Description	SLV 1051 Burns Employment Agreement From POWERS 12132016
Document 2 ID	worldox://00339585.DOCX/1
Description	SLV 1051 Burns Employment Agreement RAB 12152016
Rendering set	Sue's Standard

Legend:	
Insertion	
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Style change	
Format change	
Moved deletion	
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Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	60
Deletions	85
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	145



Scholten Fant
Attorneys

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Ronald A. Bultje . rbultje@scholtenfant.com . 616.842.3030
100 North Third Street, P.O. Box 454, Grand Haven, MI 49417-0454

www.scholtenfant.com

MEMORANDUM

TO: Ms. Christine Burns, Village of Spring Lake Manager **VIA E-MAIL ONLY**

FROM: Ronald A. Bultje

DATE: January 3, 2017

RE: Village Manager Employment Matters

Ms. Burns:

During our telephone conference this morning, you asked me to prepare a short Memorandum addressing the "at will" status of the Village Manager for the Village of Spring Lake (the "Village"), as well as the severance benefits which have historically been included in employment agreements between the Village and its various Village Managers.

The Village Charter provides that the Village Manager position is an at will position, meaning that the Village Manager may be terminated for any reason or for no reason, at the will of the Village Council, as long as the reason is not illegal, such as unlawful discrimination prohibited by applicable law. The reason for the Village Manager position being at will is obvious. Clearly, the Village Manager and the Village Council must have an overall healthy working relationship. If the Village Council and the Village Manager are unable to work cooperatively together, it may be necessary for the Village Council to terminate the Village Manager, even though the Village Manager may have satisfactorily performed the job duties and not engaged in any misconduct or illegal behavior. Therefore, it is important that the Village Manager position truly be at will.

Of course, even if the Village Manager is at will, the Village Manager could indeed give the Village Council just cause for termination, either by poorly performing job duties or by engaging in illegal activities or misconduct. In such a situation, it is common for an employment agreement to provide that the employer may then take action to terminate the employment relationship without the payment of any further wages or benefits to the at will employee.

However, municipalities such as the Village which provide that their managers shall be at will employees obviously wish to attract quality applicants and hire the best potential employees to fill those positions. Generally speaking, a qualified applicant would be reluctant to accept an employment offer for an at will position such as the Village Manager, if the position can be terminated at any time simply upon the whim of a majority of the governing body. The way that

Ms. Christine Burns
January 3, 2017
Page 2

municipalities have historically addressed this problem is to provide that if a manager is terminated without just cause and simply at the will of the governing body, the manager will then be paid a severance amount. That has in fact been done between you and the Village, both in the 2012 Employment Agreement and in the proposed Employment Agreement currently pending before the Village Council. This approach has also been used in prior Employment Agreements between the Village and prior Village Managers. It is also a very common tool used by many other municipalities of which I am personally aware.

The fact that a manager may be at will does not mean that the governing body may not contractually obligate itself to pay a severance amount in the event the governing body decides to terminate the manager without cause and simply at the will of the governing body. Indeed, the fact is that only by adding such a provision to an employment agreement is a municipality likely to be able to attract a qualified individual to fill the manager position.

It is true that at will employees do not generally have a right to a written employment agreement, nor do at will employees generally have a right to demand a severance payment in the event of an at will termination. On the other hand, a qualified applicant has no obligation to accept an employment position which is at will and can be terminated for any reason or no reason, as long as the reason is not illegal, simply upon a vote of a majority of the governing body. The way to convince quality applicants to accept such an at will position is to provide for a severance payment in the event an at will employee is terminated when there has not been any misconduct or poor performance or illegal activity.

I am not aware of any provision in the law which prohibits a municipality from contracting for a severance payment to be made to its manager upon the governing body's decision to terminate the manager without just cause.

After you have had an opportunity to review this, please advise if you have questions or comments.

Very truly yours,

SCHOLTEN FANT



Ronald A. Bultje

RAB/skc

cc: Robert E. Sullivan, Scholten Fant (via e-mail)
SLV 1051 Memo 01032017 Burns re Village Manager Employment Matters

Christine Burns

From: Gordon Gallagher <GGallagher@springlaketwp.org>
Sent: Thursday, January 5, 2017 4:29 PM
To: Carolyn Boersma; Jerry Rabideau; Jim Koster; John Nash; rachel@ggtmlaw.com; Rick Homan; Ron Lindquist
Cc: Christine Burns
Subject: FW: FYI for Rumor Control - Ambulance Contract

Good Afternoon All,

Attached below is an email from Jeff Hawke (City of Grand Haven – Public Safety Director). He indicated that he talked to Alex Doty from the Grand Haven Tribune regarding the City's action asking to renegotiate the ambulance contract.

This issue is on our Township Board agenda for discussion on Monday night. It is clear that all sides want to continue to work with NOCH on ambulance services. There have been some issues that the City feels very strongly about and they are taking steps to ensure that they will be heard.

The email thread is easiest to follow if read from the bottom up.

Best Wishes,

Gordon Gallagher

Gordon Gallagher
Spring Lake Township Manager
(616) 844-2103 (direct dial)
ggallagher@sltwp.org

From: Jim Koster [mailto:jkoster@e-integritybiz.com]

Begin forwarded message:

From: "Yaklin, Shellee" <syaklin@noch.org>
Date: January 5, 2017 at 12:55:31 PM EST
To: Jeff Hawke <jhawke@grandhaven.org>, Patrick McGinnis <pmcginnis@grandhaven.org>, "Tom Gerencer (TGerencer@ght.org)" <TGerencer@ght.org>, "Stanley, Tom" <tstanley@noch.org>, "Brian Sipe (BSipe@springlaketwp.org)" <BSipe@springlaketwp.org>, "Gary Dryer" (chief@crockeryfire.org)" <chief@crockeryfire.org>, "Paul Venvelson (rf2092@yahoo.com)" <rf2092@yahoo.com>, "olthofmichael@att.net" <olthofmichael@att.net>, "jkoster@e-integritybiz.com" <jkoster@e-integritybiz.com>
Subject: RE: FYI for Rumor Control - Ambulance Contract

Jeff,

Thank you for the update and the response to Alex. We have not been approached here at NOCHS regarding this issue.

Shelleye

From: Jeff Hawke [<mailto:jhawke@grandhaven.org>]
Sent: Thursday, January 05, 2017 12:52 PM
To: Patrick McGinnis <pmcginnis@grandhaven.org>; Yaklin, Shelleye <syaklin@noch.org>; Tom Gerencer (TGerencer@ght.org) <TGerencer@ght.org>; Stanley, Tom <tstanley@noch.org>; Brian Sipe (BSipe@springlaketwp.org) <BSipe@springlaketwp.org>; 'Gary Dryer' (chief@crockeryfire.org) <chief@crockeryfire.org>; Paul Venvelson (rf2092@yahoo.com) <rf2092@yahoo.com>; olthofmichael@att.net; jkoster@e-integritybiz.com
Subject: FYI for Rumor Control - Ambulance Contract

Greetings

FYI—Response to Alex from the Grand Haven Tribune regarding the ambulance contract.

I hope everyone is having a great 2017 so far. See you soon.

JDH

From: Jeff Hawke
Sent: Thursday, January 05, 2017 12:49 PM
To: 'Alex Doty'
Subject: RE: NOCH ambulance service in city

Hi Alex

Disengaging is not accurate.

What we are doing is engaging in discussions with NOCH regarding re-negotiation of the current contract.

Grand Haven, Grand Haven Township, Ferrysburg, Spring Lake Village, Spring Lake Township, Robinson Township and Crockery Township participate in a joint contract for ambulance service with NOCH.

Each has a representative assigned to an ambulance oversight committee.

The contract was originally enacted approximately 10 years ago, with a 5 year renewal in 2013.

The contract contains an automatic one year extension on December 31, 2017, so a notice is required to terminate or open the contract for re-negotiation.

The City's intent is not to "disengage" from NOCH, but simply to open the contract for review and discussion.

Let me know if you need anything else.

JDH

From: Alex Doty [<mailto:adoty@grandhaventribune.com>]
Sent: Thursday, January 05, 2017 12:08 PM
To: Jeff Hawke
Subject: NOCH ambulance service in city

Jeff,

I heard through the grapevine that the city of Grand Haven was going to "disengaging from NOCH for ambulance service" sometime soon.

They said the city has concerns about wait times, etc. and that a meeting is planned for the end of January with the ambulance board to make a decision.

I don't know if you are the right person to contact about this and could provide a comment, or if I should speak with Pat, but I was just wondering if these rumors were accurate and what this means.

What would the end result be for the city and residents in need of ambulance service. What is the future plan for service if this takes place.

Again, hopefully you're the right person who can help. If not, I apologize and hopefully you can direct me to the right person.

Thanks,

Alex Doty
Reporter
Grand Haven Tribune
Phone: 616-842-6400 ext. 233
Fax: 616-842-9584
adoty@grandhaventribune.com

Twitter: [@GHTribDoty](#)
Facebook: [GHTribDoty](#)

Visit our website at www.grandhaventribune.com



DRAFT MINUTES

Monday December 19, 2016
7:00 P.M., Barber School
102 West Exchange Street
Spring Lake, Michigan

1. Call to Order

President **MacLachlan** called the meeting to order at 7:00 p.m.

2. Pledge of Allegiance

3. Roll Call

Present: Doss, MacLachlan, Miller, Nauta, Powers, Tepastte, Van Strate.

Absent: Miller

Motion by **TePastte**, second from **Doss**, to excuse the absence of Council Member Miller.

Yes: 6 No: 0

4. Approval of the Agenda

Motion by **Van Strate**, second from **TePastte**, to approve the agenda as presented.

Yes: 6 No: 0

5. Consent Agenda

A. Approved the payment of the bills (checks numbered 58401-58470) in the amount of \$206,794.92.

B. Approved the minutes for the November 21, 2016 regular Council meeting.

C. Approved the purchase of an O'Brien sewer cart (model 7040) thru the State of Michigan MiDEAL program for an amount not to exceed \$48,343.

D. Approved changes to the FY 2016/2017 Fee Schedule.

E. Approved Ms. Megan Doss as the Village Liaison with the Coast Guard Festival Committee for the 2017 Coast Guard dinner to be held at the Spring Lake

Country Club on August 3rd.

- F. Approved payment of \$10,156.01 to Spring Lake Township for ½ the cost of furniture and fixtures for the police portion of Fire Station #1.
- G. Approved a lease for 800 square feet of space at Fire Station #1 at a rate of \$7.27/square foot to be occupied by the Ottawa County Sheriff's Department.
- H. Approved the following Board & Committee Appointments:

Board	Appointee	Expiration
Police Commission	Joel TePastte	N/A
Planning Commission	Steven Nauta	11/2018
	Richard Martinus	11/2018
Coast Guard Liaison	Megan Doss	N/A
Ambulance Oversight	Joel TePasttte	N/A
SLT/SLV Committee	Michael Duer	N/A

- I. Approved the 2017 Board & Committee meeting dates.
- J. Approved Waste Hauling licensing agreements, with instructions to the Village Manager to pursue ordinance language changes regarding the parameters for haulers within the Village.
- K. Approved a grant agreement with the MEDC for the Whistle Stop Playground project in an amount of \$50,000.

Motion by **Nauta** second from **Doss**, to approve the Consent Agenda.

Yes: 6 No: 0

6. General Business

A. Economic Development Report

Subject: David Miller from the Chamber of Commerce was present and delivered his Economic Development report.

Mr. David Miller was present and said that this was his 10th year reporting to this Board. Mr. Miller explained that they have contracts with all 5 units of government so they do not have to have an Economic Developer. Mr. Miller also explained the different service opportunities they provide the businesses in North West Ottawa County.

B. Contract Revision

Subject: Village Manager Christine Burns requested a contract revision in light

of a movement for disincorporation. Ms. Burns presented potential revisions to the contract that have been reviewed by Mr. Ron Bultje and Council Member Mark Powers.

Manager **Burns** explained to Council that this contract revision was an incentive for her to stay on and oversee and disincorporation process should that happen.

President **MacLachlan** asked for a motion to approve, deny or table Manager **Burns** request for a contract revision.

Council Member **TePastte** asked to table this discussion until the January 2017 work session to give Council time to discuss this before making a decision. Council Member **Doss** agreed that she needed more time to study the revision and to research how other communities have handled this sort of situation. **President MacLachlan** said he saw some language that deserved further discussion also.

Council agreed that a revision was necessary, they just needed time to research it.

Attorney **Sullivan** said that they have some bright associates that could research this same sort of situation but they might have to look to other states.

Motion by **TePastte**, second from **Doss**, to table the discussion regarding Manager **Burns** requested contract revision until the January 9, 2017 Work Session to give Council more time to research and discuss the terms of the agreement.

Yes: 6 No: 0

President **MacLachlan** asked Council Member **Powers** if he would be the point person for this to determine what the other Council members would like to see to help make their decision. Council Member **Powers** said he would.

Attorney **Sullivan** reminded Council to be cautious of the Open Meetings Act as they compile their information.

C. Council Rules & Procedures

Subject: In order to efficiently and effectively carry out the business of the Council, Rules & Procedures have been submitted for Council approval. Language was included to address how Council interacts with those with whom the Village has a contractual relationship and billable hours.

Manager **Burns** explained that she had emailed Council a new red lined version of the Rules & Procedures showing one addition so they could see what

was different from what they had discussed at the Work Session. **Burns** said Attorney **Sullivan** had reviewed these and he was the one that made the last addition.

President **MacLachlan** asked for a motion to approve, disapprove or table this request.

Motion by **Nauta**, second from **Doss**, to approve the proposed Rules & Procedures designed for Council to efficiently and effectively carry out business.

Yes: 6 No: 0

D. You Make the Difference Award

Subject: As Village President, Jim MacLachlan's last official piece of business was presenting a You Make the Difference Award to Village resident Lee Schuitema.

Manager **Burns** asked resident Lee Schuitema to come forward. President **MacLachlan** read and presented Mr. Schuitema with a "You make the Difference Award" commending him for his extraordinary service to the community.

7. Department Reports

A. Village Manager – Manager **Burns** reported that she had given each Council Member a DPW Winter Maintenance procedure in case they received any calls from residents regarding their street plowing schedule.

B. Clerk/Treasurer/Finance Director

C. OCSO

D. Fire

E. 911

F. DPW – President **MacLachlan** noted that DPW made it through another Leaf Pickup season with only one hiccup with the vacuum truck.

G. Building

H. Water

I. Sewer

J. Minutes from Various Board & Committees

1. Historic Conservation Commission

8. Old Business and Reports by the Village Council – **Powers** asked if the light on South St. had been reinstalled. **Doss** replied that she thought it had.

9. New Business and Reports by Village Council – President **MacLachlan** read a statement he had prepared:

It has been a privilege to serve as your President for past 5 years (and three on Council before that). We've accomplished a lot in that time: got ourselves back on track financially, successfully navigated a number of somewhat controversial issues, hired a new manager, reorganized Village departments, supervisory personnel, and the way we conduct our business. It's been a busy and very productive time for all of us.

You will all face difficult and complicated issues in the months ahead. However, I know that you'll be up to the task. I can't think of anyone better equipped to deal with these monumental issues. I know that you'll continue to be diligent and perceptive, and our community will benefit from your good judgement and faithfulness to your core principles.

Again, thanks for your support and your good will over the years. It's been a real pleasure to serve with all of you - Merry Christmas to all!

10. Status Report: Village Attorney – There was no report from the Village Attorney at this time.

11. Statement of Citizens

Joyce V. Hatton, 400 Lakeview Ct Unit 1-A, read a statement she had prepared regarding the Village Managers request for a revision to her contract.

Lee Schuitema asked to hear from Council Member Nauta on his last meeting as a Council Member.

Council Member **Nauta** said that he would miss working on Council and that he had enjoyed the last 8 years and felt they had done a good job. **Nauta** also said that it was an enjoyable group of people and that they had conducted themselves well. **Nauta** said he would like to especially thank President **MacLachlan** because he felt the meetings and their process got enormously better when Jim came on board and ran smoother and they made a lot of good decisions under his leadership.

Gary Hanks, 116 S. Jackson, asked for clarification on a statement from President Elect Joyce Hatton about Council not having the legal authority to amend the Village Managers contract. President **MacLachlan** said that his was a time for statements and suggested that Mr. Hanks talk to the Village Attorney after the meeting. Mr. Hanks also complemented President **MacLachlan** and Council Member **Nauta** on the fabulous job they had done over the last few years and said that some really appreciated it.

Jan Esh, 107 S. Division, thanked Council and Manager Burns for the great job they had done and that she felt really positive about the direction the Village had gone in the last 5 to 8 years. Esh also said that she loved living in the Village and the services that they provide and that, as a citizen, they needed to do what they needed to do, in a reasonable way, to keep Chris and keep headed in the direction they had been going.

Darcy Dye, 114 N. Fruitport Road, thanked Council for the years in which there had been a great deal conflict in the community, and yet, she felt Council and Manager Burns had done everything they could possibly do to work out a process for people to be able to express opinions, but not in such a combative fashion that work could not be accomplished. Dye thanked Council for working with citizens, for following a process that had everything to do with law and ordinances and for their good spirits when they had really been conflicted.

12. Adjournment

Motion by **Nauta**, second from **Van Strate**, Village Council adjourned the meeting at 7:48p.m.

Yes: 7

No: 0

James MacLachlan, Village President

Maryann Fonkert, Deputy Clerk