



**PROPOSED AGENDA
SPECIAL MEETING OF THE LAKE ODESSA VILLAGE COUNCIL
MONDAY, MAY 8, 2023**

Page Memorial Building
Village Council Chambers
839 Fourth Avenue, Lake Odessa, Michigan 48849

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

IV. Approval of Agenda

V. Citizen Comment:

Under the Open Meetings Act, any citizen may come forward at this time and make comment on items that appear on the agenda. Comments will be limited to five minutes per person. Anyone who would like to speak shall state his/her name and address for the record. Remarks should be confined to the question at hand and addressed to the chair in a courteous tone. No person shall have the right to speak more than once on any particular subject until all other individuals wishing to be heard on that subject have had the opportunity to speak.

VI. New Business:

- a) Proposed Resolution 2023-26: Approving Employment Agreement with Benjamin Geiger.
- b) Proposed Resolution 2023-27: Termination of Interim Management Services Contract with Gregg Guidance, LLC.
- c) Discussion: Implementation of the Compensation Study.

VII. Adjournment

**The Village of Lake Odessa Council
Page Building
839 Fourth Avenue
Lake Odessa, Michigan 48849**

Phone: 616-374-7110 Fax: 616-374-0040

Website where meeting notices are posted:

www.lakeodessa.org

SPECIAL MEETING NOTICE

**Village of Lake Odessa
Village Council
Monday, May 8, 2023
6:00 pm**

The Council for the Village of Lake Odessa will hold a special meeting on Monday, May 8, 2023 at 6:00 pm. This meeting is being held to approve the proposed contract for the incoming Village Manager, to terminate the contract for the Interim Village Manager, and hold a discussion on the implementation of the Compensation Study.

It is the policy of the Village of Lake Odessa that all village-sponsored public meetings and events are accessible to people with disabilities. If you need assistance in participating in this meeting or event due to a disability as defined under the ADA, please call the village office at (616) 374-7110 or e-mail treasurer@lakeodessa.org at least three (3) business days prior to the scheduled meeting or event to request an accommodation.

This notice was posted by Kathy Forman, Village Clerk/Treasurer, to comply with Sections 4 and 5 of Michigan Open Meetings Act (MCL 15.265) at 9:00 a.m., Thursday, May 4, 2023, on the Page Building Village Notice Bulletin Board, located at 839 Fourth Avenue, Lake Odessa, Michigan and also posted on the Village's website – www.lakeodessa.org -- at least 18 hours prior to the start of the meeting.

Lake Odessa Village Council
Ionia County, Michigan

Trustee _____, supported by Trustee _____, moved to adopt the following resolution:

RESOLUTION NO. 2023-26

APPROVING EMPLOYMENT AGREEMENT WITH BENJAMIN GEIGER

WHEREAS, the Village Council, at its meeting on April 15, 2023 approved the following motion:

Motion by Yoder, supported by Hickey to authorize Village President Karen Banks and the Village Attorney to initiate discussions with Ben Geiger on terms of a mutually acceptable employment agreement to be presented to Village Council for approval prior to signature and execution.

; and

WHEREAS, President Karen Banks, representing the Council, and Benjamin Geiger have reached a tentative agreement on an employment agreement, which has been reviewed and approved as to form by the Village's attorney; and

WHEREAS, the Council has reviewed the proposed employment agreement, has found its provisions acceptable, and has determined that its interests and those of Mr. Geiger are well served by its provisions;

NOW, THEREFORE, BE IT RESOLVED, that Council hereby approves the employment agreement with Benjamin Geiger and authorizes President Banks to execute the agreement on its behalf.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: May 8, 2023

Kathy Forman, Village Clerk

EMPLOYMENT AGREEMENT

THIS AGREEMENT is signed and effective this ____ day of May, 2023, by and between Benjamin Geiger, a citizen and resident of Michigan (hereinafter referred to as “Geiger”) and the Village Council of the Village of Lake Odessa, State of Michigan, a Michigan General Law Village (the Village Council hereinafter referred to as “Village Council” and the Village of Lake Odessa hereinafter referred to as “Village”) (collectively referred to herein as “the Parties”).

WHEREAS, the Village Council desires to employ Geiger as the Village Manager of the Village of Lake Odessa as provided for in the General Law Village Act and Ordinances of the Village of Lake Odessa; and

WHEREAS, it is the desire of the Village Council to provide certain benefits, establish certain terms and conditions of employment, and to set working conditions of Geiger; and

WHEREAS, Geiger desires to accept employment as the Village Manager of the Village;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Term. Geiger’s employment shall commence May 15, 2023 at 12:00 a.m. and continue through May 14, 2025 at 11:59 p.m., unless extended in writing by agreement of the Parties.

2. At-Will Employment. Geiger shall be employed as the Village Manager for the Village of Lake Odessa. Geiger shall serve at the pleasure of the Village Council, and shall be subject to discharge by the Village Council with or without cause.

3. Exclusive Employment. Geiger shall remain in the exclusive employ of the Village Council while employed under this Agreement, and shall neither accept other employment nor become employed by any other employer unless said additional employment is specifically approved in writing by the Village Council. The Village Council is not responsible for any compensation earned by Geiger in connection with such approved additional employment.

4. Duties. The Village Council employs Geiger as Village Manager of the Village to perform the functions and duties specified in the Village’s ordinances and the General Law Village Act, and such other legally permissible and proper duties and functions as the Village Council may from time to time assign. Geiger shall conduct the business of Village in a professional and ethical manner devoting his full business time and attention to the Village’s business.

5. Hours and Place of Work. It is generally expected that Geiger will work the Village’s normal business hours from an office in Village’s office building. However, Village Council and Geiger also agree and acknowledge that as the senior salaried exempt executive of Village, Geiger will be required to work such hours as may be necessary for the full and effective performance of his job. Because this will frequently necessitate Geiger working beyond normal office hours, i.e.,

evenings and weekends, it is agreed that Geiger may make reasonable adjustments in his work schedule and location to accommodate the competing demands on his time.

6. Salary. Effective May 15, 2023, Geiger shall be paid an annual salary of \$80,000. Village Council will annually evaluate Geiger's performance and assess an appropriate salary increase, if any, effective May 15, 2024. Employer retains sole discretion to determine any mid-term salary increases.

All payments to Geiger shall be payable in equal bi-weekly installments, in accordance with the Village's normal payroll practices, less applicable deductions for FICA, federal and state withholding taxes, and any other withholdings that are legally mandated or authorized by Geiger.

The Village Council agrees that it will not reduce the salary or benefits of Geiger during the term of this Agreement, except to the degree such reduction is applied across the board to other salaried exempt Department Heads of the Village.

7. Salaried Exempt Status. Geiger acknowledges and agrees that his position as Village Manager is exempt from the provisions of the federal Fair Labor Standards Act and that he is not entitled to any overtime compensation or paid compensatory time off during the term of this Agreement.

8. Employee Benefits. All provisions of the Village Ordinances, Resolutions, and/or policies of the Village relating to vacation, sick leave, holidays, life insurance, hospitalization and other fringe benefits and working conditions (as they now exist or hereafter may be amended) that apply to all other salaried exempt Department Heads of Village shall also apply to Geiger, with the following exceptions:

- A. Upon the commencement his employment, Geiger shall be credited with a bank of 80 hours of vacation time and shall accrue additional vacation time at the rate of 120 hours annually in accordance with the provisions of the Village of Lake Odessa Employee Handbook as they now exist or hereafter may be amended;
- B. Upon the commencement of his employment, Geiger shall be credited with a bank of 6 days of sick leave and shall accrue additional sick leave in accordance with the provisions of the of the Village of Lake Odessa Employee Handbook as they now exist or hereafter may be amended.

9. Automobile Allowance. The Village Council shall provide Geiger with an automobile allowance of \$250.00 per month to offset Geiger's travel expenses on behalf of the Village. Due to the payment of this Automobile Allowance, Geiger shall not be entitled to travel/mileage reimbursement for vehicular travel undertaken as part of Village's operations.

10. Participation in Organizations; Dues and Subscriptions. Village Council will pay Geiger's professional dues for participation in national, regional, state and local associations and organizations and for subscriptions to periodicals that the Village Council deems reasonably necessary and desirable for his continued professional participation, growth and advancement and for the good of the Village.

11. Travel Expenses. Village Council shall reimburse Geiger for reasonable air travel expenses, meals, and lodging for all Village business upon presentation of bills and approval by the Village Council.

12. Professional Development. Village Council will pay for registration and reasonable lodging and subsistence expenses of Geiger to attend the Michigan Municipal League's Capital Conference and Annual Convention and the Michigan Municipal Executive's Summer Workshop and Winter Institute, which events Geiger is generally expected to attend. Village Council may also pay for such other reasonable registration, air travel, lodging and subsistence expenses for institutes and seminars that are necessary for professional development and the good of the Village. Such payments shall be subject to the review and approval of the Village Council and budget allowances therefor.

13. Continuing Education. Village Council expects that Geiger will pursue coursework and obtain certifications and/or degrees related to his role as a village manager, including but not limited to one or more of the following: a) Saginaw Valley State University Certified Public Manager Program; b) Central Michigan University Public Administration Graduate Certificate; c) International City/County Management Association Credential Manager designation; d) an advanced degree in Public Administration and/or Management; and/or e) programs of an equivalent nature upon prior approval of the Village Council. Reimbursement for costs of such education and training may be approved by the Village Council as part of an annual budget or specific appropriation.

14. Expenses. Village Council recognizes that certain expenses of a non-personal and generally job-associated nature will be incurred by Geiger and agrees to reimburse such expenses to Geiger upon presentation of receipts in accordance with the normal policies and practices of Village with the exception of travel expenses which shall be governed specifically by the terms of this Agreement. Reimbursement for all expenses are subject to the review and approval of the Village Council.

15. Equipment. Village Council will provide Geiger with Village-owned computer equipment, printer, and mobile telephone for use in conducting Village business.

16. Return of Equipment. At any time upon request of Village Council and, in any event, upon the termination of his employment, Geiger shall return to Village all equipment, documents, books, files, manuals, financial information, and any other property belonging to Village. Village Council shall also return to Geiger upon the termination of his employment any personal effects or equipment belonging to Geiger.

17. Communication with Village Council. Geiger shall provide the members of the Village Council regular updates detailing the following: (i) significant citizen complaints and their resolution; (ii) upcoming issues that the Village Council should be aware of and/or briefed on; (iii) progress reports on any major Village initiative and/or project; and (iv) information about major activities undertaken by the various Boards and/or Commissions of the Village that will involve Village policy making.

18. Performance. Within 90 days of the commencement of Geiger's employment, and annually thereafter, the Village Council shall establish and prioritize strategic goals and objectives Council determines necessary for the proper operation and future vitality of Village government. Said goals and objectives, within Council's sole discretion, shall generally be attainable within time limits specified, annual operating and capital budgets, and the appropriations provided to attain them. Council annually shall conduct an evaluation of Geiger's performance in meeting said goals and objectives.

The Village Council shall meet with Geiger approximately six (6) months after the commencement of his employment and twelve (12) months after the commencement of his employment and annually thereafter to evaluate Geiger's overall performance in managing the affairs of Village. The meetings shall be for the purpose of providing Geiger the Village Council's formal evaluation of his performance for the preceding period and discussing the results thereof. Said evaluation shall be in accordance with specific criteria developed by the Village Council (in consultation with Geiger) and shall include, among other things, a measurement of Geiger's success in attaining desired levels of professional development and continuing education as specified in this Agreement.

19. Severance Benefits. If Geiger is terminated by the Village Council during the term of this Agreement and Geiger executes a complete release of claims in a form satisfactory to Village Council, Village Council shall pay Geiger a lump sum cash payment equal to three (3) months base pay.

Notwithstanding the foregoing, the Village Council shall have no obligation to pay the severance described in this Section if Geiger is terminated for one (1) or more of the following acts or events:

- (i) Death;
- (ii) Physical or mental incapacity which renders Geiger unable to perform his duties for 90 consecutive days or more;
- (iii) Conviction of a felony, including a plea of *nolo contendere*;
- (iv) Conviction of a misdemeanor, including a plea of *nolo contendere*, which involves any drug, sex or alcohol offense, or any offense involving theft or dishonesty;
- (v) Any willful failure or repeated failure (after written notice from the Village Council) to comply with applicable laws, rules, and ordinances;
- (vi) Fraud, embezzlement or misuse of Geiger's position for personal gain or benefit;
- (vii) Falsification of records or intentional misrepresentation of material facts to Village Council;

- (viii) Working under the influence of intoxicants or controlled narcotic substances not legally prescribed;
- (ix) Willfully damaging Village property or causing injury to another employee;
- (x) A determination by a third-party investigator, appointed by the Village Council, that Geiger committed sexual harassment of another Village employee or officer or otherwise created a hostile work environment.

20. Voluntary Resignation. Should Geiger voluntarily resign, the Village Council shall have no obligation to provide him with the severance benefits referenced in Section 19.

21. Notice of Resignation. If Geiger intends to resign, Geiger shall provide the Village Council with sixty (60) days advanced written notice.

22. Procedure upon Termination. Upon notification by either party to this Agreement to the other party of an anticipated mid-term termination of the Agreement, Geiger and representatives of Village shall meet in good faith and confer regarding mutually acceptable terms of a separation agreement including resolution of any unpaid benefits, determination of any severance payments due, and other appropriate terms regarding the separation.

23. Mutual Non-Disparagement. Following the date on which notification of an anticipated termination of this Agreement is given for any circumstance, Geiger agrees not to disparage Village, its elected or appointed officials, employees, attorneys, agents, or other representatives and Village Council agrees not to disparage Geiger. This Section does not prevent the Village Council from releasing truthful public statements related to termination of this Agreement.

24. Other Terms and Conditions of Employment. Village Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to Geiger, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the General Law Village Act, the ordinances of the Village, or any other law.

25. Indemnification. Village shall defend, hold harmless and indemnify Geiger against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of Geiger's duties as Village Manager or resulting from the exercise of judgment or discretion in connection with the performance of his duties or responsibilities, unless the act or omission involved willful misconduct or gross negligence. Village Council may choose, in its sole discretion, the appropriate attorney or firm to represent Geiger as provided herein.

Legal representation, provided by the Village Council for Geiger, shall extend until a final determination of the legal action, including any appeals brought by either party. The Village Council shall indemnify Geiger against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings,

including attorney's fees and any liabilities incurred by, imposed upon, or suffered by Geiger in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties or responsibilities, except where he engaged in willful misconduct or gross negligence. Any settlement of any claim must be made with prior approval of the Village Council in order for indemnification, as provided in this Section, to be available.

Geiger recognizes that the Village Council shall have the right to compromise and settle any claim or suit covered by this indemnification obligation and pay the amount of any settlement or judgment rendered thereon. If Geiger is a named party to any such litigation or claim, he shall have the right to decline to settle the litigation or claim as to himself, but in such event the Village Council shall have the right to opt to no longer defend and/or indemnify Geiger, or be responsible in any manner for any related costs, fees, expenses or other liability incurred by Geiger.

26. Bonding. The Village Council shall bear the full cost of any fidelity or other bonds required of Geiger under any law or ordinance.

27. Entire Agreement. This Agreement constitutes the entire agreement between Geiger and the Village Council concerning Geiger's relationship with the Village Council, and supersedes and replaces any and all other prior agreements and understandings between the Parties concerning Geiger's relationship with the Village Council.

28. Governing Law; Interpretation. This Agreement shall be interpreted and enforced under the laws of the State of Michigan without regard to conflict of law principles. In the event of any dispute, this Agreement is intended by the Parties to be construed as a whole, to be interpreted in accordance with its fair meaning, and not to be construed strictly for or against either Party or the "drafter" of all or any portion of this Agreement.

29. Severability. The provisions of this Agreement are severable. If any provision is determined to be invalid, illegal, or unenforceable, in whole or in part, then such provision shall be modified so as to be enforceable to the maximum extent permitted by law. If such provision cannot be modified to be enforceable, the provision shall be severed from this Agreement to the extent unenforceable. The remaining provisions and any partially enforceable provisions shall remain in full force and effect.

30. Waiver. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving party. The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

31. Amendments. The terms and conditions of employment contained in this agreement, including those related to salary and benefits, may be amended from time to time upon mutual agreement of the Parties hereto. This Agreement may not be amended or modified except in writing signed by the President on behalf of the Village Council, and Geiger.

32. Notices. Any notice required to be given pursuant to this Agreement shall be deemed effective two (2) days after deposit in the United States mail, postage pre-paid, registered or certified

mail, return receipt requested, when mailed to Geiger at his current address on file in the Village's offices, and to the President directed to his or her personal attention at Village of Lake Odessa, 839 Fourth Avenue, Lake Odessa, MI 48849.

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service.

33. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original, but all of which together shall constitute one and the same document. Facsimile and pdf signatures shall be deemed to be of equal force and effect as originals.

34. Binding Agreement. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and successors. This Agreement and any of Geiger's rights hereunder may not be assigned or pledged by Geiger, in whole or in part.

IN WITNESS WHEREOF, Village has caused this Agreement to be signed and executed on its behalf by its President pursuant to authorization of the Village Council of the Village of Lake Odessa, and Geiger has signed and executed this Agreement the day and year first above written.

VILLAGE OF LAKE ODESSA

By: _____
Karen Banks
Its: President

Benjamin Geiger

STATE OF MICHIGAN)
) ss.
COUNTY OF IONIA)

The foregoing Employment Agreement was signed and sworn to before me in Ionia County, Michigan, this _____ day of May, 2023, by Karen Banks, President, on behalf of the Village of Lake Odessa.

_____, Notary Public
Ionia County, Michigan
Acting in Ionia County, Michigan
My commission expires on: _____

The foregoing Employment Agreement was signed and sworn to before me in Ionia County, Michigan, this _____ day of May, 2023, by Benjamin Geiger.

_____, Notary Public
Ionia County, Michigan
Acting in Ionia County, Michigan
My commission expires on: _____

Lake Odessa Village Council
Ionia County, Michigan

Trustee _____, supported by Trustee _____, moved to adopt the following resolution:

RESOLUTION NO. 2023-27

**TERMINATION OF INTERIM MANAGEMENT SERVICES CONTRACT
WITH GREGG GUIDANCE, LLC**

WHEREAS, pursuant to action of the Village Council during a special meeting on January 9, 2023, a contract was entered into between the Village and Gregg Guidance, LLC, through which the latter provided interim management services for an indefinite period that commenced subsequent to the effective date of Patrick Reagan's resignation from the position of Village Manager; and

WHEREAS, the contract with Gregg Guidance, LLC provides in paragraph 11 that the contract shall continue in force and effect until terminated, and that Council may exercise its right to terminate the contract at any regular or special meeting, subject to the re-engagement provisions of paragraph 12 of the agreement; and

WHEREAS, Council has approved an employment agreement with Benjamin Geiger pursuant to which Mr. Geiger will serve as Village Manager effective May 15, 2023 at 12:00 a.m. and, consequently, has no further need of the interim management services of Gregg Guidance, LLC as of that date and time; and

WHEREAS, Council wishes to ensure an orderly transition of village management services from Gregg Guidance, LLC to Benjamin Geiger;

NOW, THEREFORE, BE IT RESOLVED, that Council hereby approves the termination of its agreement with Gregg Guidance, LLC, subject to the re-engagement provisions of paragraph 12 of the agreement, effective May 14, 2023 at 11:59 p.m.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED ADOPTED.

Dated: May 8, 2023

Kathy Forman, Village Clerk