



**PROPOSED AGENDA
SPECIAL MEETING OF THE LAKE ODESSA VILLAGE COUNCIL
MONDAY, JULY 1, 2024 - 7:00 P.M.**

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 three 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 2024-42: Approving Employment Agreement with Jacob VanBoxel.
- b) Proposed Resolution 2024-43: Termination of Interim Management Services Contract with Gregg Guidance, LLC.

VII. Adjournment

Lake Odessa Village Council
Ionia County, Michigan

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

RESOLUTION NO. 2024-42

APPROVING EMPLOYMENT AGREEMENT WITH JACOB VANBOXEL

WHEREAS, the Village Council, at its meeting on June 10, 2024 approved the following motion:

Motion by Cappon, supported by Brighton to make a conditional offer of employment to Jacob VanBoxel subject to negotiation of an employment agreement and satisfactory completion of a background investigation; and

WHEREAS, President Karen Banks, representing the Council, and Jacob VanBoxel 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. VanBoxel are well served by its provisions;

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

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED _____.

Dated: July 1, 2024

Kathy Forman, Village Clerk

EMPLOYMENT AGREEMENT

THIS AGREEMENT is signed and effective this ____ day of ____, 2024, by and between Jacob VanBoxel, a citizen and resident of Michigan (hereinafter referred to as “VanBoxel”) and the Village Council of the Village of Lake Odessa, State of Michigan, a Michigan General Law Village (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, Village Council desires to employ VanBoxel 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 Village Council to provide certain benefits, establish certain terms and conditions of employment, and to set working conditions of VanBoxel; and

WHEREAS, VanBoxel 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. VanBoxel’s employment shall commence July 8, 2024 at 12:00 a.m. and continue through July 7, 2029 at 11:59 p.m., unless extended in writing by agreement of the Parties or terminated pursuant to the provisions of this agreement.

2. At-Will Employment. VanBoxel shall be employed as the Village Manager for the Village of Lake Odessa. VanBoxel shall serve at the pleasure of Village Council and shall be subject to discharge by Village Council with or without cause. Any action by Village Council to terminate VanBoxel’s employment that occurs within one hundred twenty (120) days following a Village council election shall be invalid unless such action is supported by five (5) members of Village Council.

3. Exclusive Employment. VanBoxel shall remain in the exclusive employ of 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 Village Council. Village Council is not responsible for any compensation earned by VanBoxel in connection with such approved additional employment.

For a period of four (4) years following the commencement of VanBoxel’s employment, the Parties agree as follows:

- a. **Other Municipal Employment.** VanBoxel shall not, directly or indirectly, engage in, provide services to, or be employed by any other municipality or local government entity within Michigan without prior written consent of Village Council. VanBoxel shall refrain from pursuing employment

opportunities with other municipalities or participating in interviews for similar municipal executive positions.

- b. **Severability.** If any provision of this paragraph 3 is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

4. Duties. Village Council employs VanBoxel 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 Village Council may assign from time to time. VanBoxel 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 VanBoxel will work the Village's normal business hours from an office in Village's office building. However, Village Council and VanBoxel also agree and acknowledge that as the senior salaried exempt executive of Village, VanBoxel 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 VanBoxel working beyond normal office hours, i.e., evenings and weekends, it is agreed that VanBoxel may make reasonable adjustments in his work schedule and location to accommodate the competing demands on his time.

6. Salary. Effective July 8, 2024, VanBoxel shall be paid the annual salary established for Grade F Step 7 as provided in Council Policy 2024-01, which salary shall be subject to periodic adjustments as provided in Council Policy 2024-01. In addition, VanBoxel shall be paid seven thousand dollars (\$7,000) annually as compensation for performing the duties of Zoning Administrator for Village. Village Council will annually evaluate VanBoxel's performance and assess an appropriate step or salary increase, if any, effective on each anniversary of the commencement of VanBoxel's employment. Employer retains sole discretion to determine any mid-term salary increases.

All payments to VanBoxel 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 VanBoxel.

Village Council agrees that it will not reduce the salary or benefits of VanBoxel 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; provided, however, Village Council may reduce or eliminate compensation associated with VanBoxel's performing the duties of Zoning Administrator if VanBoxel no longer performs some or all those duties.

7. Salaried Exempt Status. VanBoxel 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 VanBoxel, with the following exceptions:

- a. Upon the commencement his employment, VanBoxel shall be credited with a bank of 80 hours of vacation time and shall accrue additional vacation time at the rate of 160 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, VanBoxel 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. Village Council shall provide VanBoxel with an automobile allowance of \$250.00 per month to offset VanBoxel's travel expenses on behalf of the Village. Due to the payment of this Automobile Allowance, VanBoxel 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 VanBoxel's professional dues for participation in national, regional, state and local associations and organizations and for subscriptions to periodicals that 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 VanBoxel for reasonable air travel expenses, meals, and lodging for all Village business upon presentation of bills and approval by Village Council.

12. Professional Development. Village Council will pay for registration and reasonable lodging and subsistence expenses of VanBoxel 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 VanBoxel 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 Village Council and budget allowances therefor.

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

14. Relocation Assistance. It is mutually agreed that it is in the interest of both parties for VanBoxel to relocate his residence to within a 20-mile radius of Lake Odessa, Michigan, within twelve (12) months from the date of execution of this agreement. Village agrees to reimburse VanBoxel an amount not to exceed five thousand dollars (\$5,000) for moving household goods and personal effects from the former residence to the new residence (including common carrier and storage for up to thirty (30) days), upon presentation by VanBoxel of original receipts evidencing payment of said expenses. Expenses submitted for reimbursement after sixty (60) days will be considered taxable income. Village will not be liable to reimburse any expenditures submitted after ninety (90) days of completion of the move or in the event VanBoxel does not relocate within twelve (12) months following the date of execution of this agreement.

15. Equipment. Village Council will provide VanBoxel 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, VanBoxel 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 VanBoxel upon the termination of his employment any personal effects or equipment belonging to VanBoxel.

17. Communication with Village Council. VanBoxel shall provide the members of Village Council regular updates detailing the following: (i) significant citizen complaints and their resolution; (ii) upcoming issues that 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 VanBoxel's employment, and annually thereafter, 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 Village Council's sole discretion, shall generally be attainable within time limits specified, annual operating and capital budgets, and the appropriations provided to attain them. Village Council annually shall conduct an evaluation of VanBoxel's performance in meeting said goals and objectives.

Village Council shall meet with VanBoxel 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 VanBoxel's overall performance in managing the affairs of Village. The meetings shall be for the purpose of providing VanBoxel 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 Village Council (in consultation with VanBoxel) and shall include, among other things, a measurement of VanBoxel's success in attaining desired levels of professional development and continuing education as specified in this Agreement.

19. Severance Benefits. If VanBoxel is terminated by Village Council during the term of this Agreement and VanBoxel executes a complete release of claims in a form satisfactory to Village Council, Village Council shall provide VanBoxel the following:

- a. **Severance Payment.** VanBoxel shall be entitled to receive a severance payment equal to six (6) months of his base salary at the time of termination, plus any accrued and unused vacation leave.
- b. **Continuation of Benefits.** Village Council shall continue to provide health insurance benefits to VanBoxel and his eligible dependents for six months, or until he obtains alternative coverage, whichever occurs first. Such benefits shall be subject to the same employee contributions as are required for Village department heads. An amount equal to six (6) months contributions shall be deducted from the severance payment provided pursuant to subparagraph 19.a. If VanBoxel terminates his Village health insurance benefits before the beginning of the sixth full month of said benefits, Village shall refund to VanBoxel the unused portion of the contributions deducted from his severance payment.

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

- (i) Death;
- (ii) Physical or mental incapacity which renders VanBoxel 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 Village Council) to comply with applicable laws, rules, and ordinances;
- (vi) Fraud, embezzlement or misuse of VanBoxel'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 Village Council that VanBoxel committed sexual harassment of another Village employee or officer or otherwise created a hostile work environment; provided such determination is based on information obtained through due process proceedings, conducted consistent with the U.S. Supreme Court's decision in *Cleveland Board of Education v. Loudermill*, that includes an investigation completed by an independent third-party investigator and a hearing in which VanBoxel is permitted to provide information countering the charges made against him.
- (y) Breach of the provisions of subparagraph 3.a. Other Municipal Employment.

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

21. Notice of Resignation. If VanBoxel intends to resign, VanBoxel shall provide Village Council with sixty (60) days advance 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, VanBoxel 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, VanBoxel agrees not to disparage Village, its elected or appointed officials, employees, attorneys, agents, or other representatives and Village Council agrees not to disparage VanBoxel. This Section does not prevent 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 VanBoxel, 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 VanBoxel 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 VanBoxel'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 VanBoxel as provided herein.

Legal representation, provided by Village Council for VanBoxel, shall extend until a final determination of the legal action, including any appeals brought by either party. Village Council shall indemnify VanBoxel 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 VanBoxel 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 Village Council for indemnification, as provided in this Section, to be available.

VanBoxel recognizes that 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 VanBoxel 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 Village Council shall have the right to opt to no longer defend and/or indemnify VanBoxel, or be responsible in any manner for any related costs, fees, expenses or other liability incurred by VanBoxel.

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

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

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 VanBoxel 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 VanBoxel's rights hereunder may not be assigned or pledged by VanBoxel, 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 Village Council of the Village of Lake Odessa, and VanBoxel has signed and executed this Agreement the day and year first above written.

VILLAGE OF LAKE ODESSA

By: _____
Karen Banks
Its: President

Jacob VanBoxel

STATE OF MICHIGAN)
) ss.
COUNTY OF IONIA)

The foregoing Employment Agreement was signed and sworn to before me this _____ day of _____, 2024, 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: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing Employment Agreement was signed and sworn to before me this _____ day of _____, 2024, by Jacob VanBoxel.

_____, Notary Public
_____ County, Michigan
Acting in _____ 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. 2024-43

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

WHEREAS, pursuant to action of the Village Council during a special meeting on February 7, 2024, 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 on February 12, 2024; 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 Jacob VanBoxel pursuant to which Mr. VanBoxel will serve as Village Manager effective July 8, 2024 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 Jacob VanBoxel;

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 July 7, 2024 at 11:59 p.m.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION DECLARED _____.

Dated: July 1, 2024

Kathy Forman, Village Clerk