



**CITY OF ALLEGAN
SPECIAL CITY COUNCIL MEETING
Wednesday, August 31, 2016 6:00 PM
Griswold Auditorium - 401 Hubbard Street
Allegan MI 49010**

MINUTES

Call to Order Mayor Ingalsbee called the special meeting to order at 6:00pm

Roll Call

Present: Councilmembers: Gratz, Leverence, McKenzie, Mayor Ingalsbee

Absent: Manning, Morgan, Tripp

Others

Present: City Clerk L. Vander Clay

Councilmember McKenzie, supported by Councilmember Gratz, made a motion to excuse Councilmembers Manning, Morgan and Tripp from the meeting. Motion passed by acclamation.

City Manager's Report

Mayor Ingalsbee is very impressed with Mark Howe and the City is lucky to have him as Interim City Manager.

A. Communications

Councilmember McKenzie, supported by Councilmember Gratz, made a motion to appoint Mark Howe as the Interim City Manager for the City of Allegan. Motion passed by acclamation.

City Clerk L. Vander Clay administrated the oath of office to Mark Howe.

RESOLUTION 16.24
TERM AND COMPENSATION FOR INTERIM CITY MANAGER, MARK HOWE

WHEREAS, after appropriate consideration of his experience and expertise, the City Council wishes to employ Mark A. Howe as the City's Interim City Manager during the City's search for its next City Manager; and

WHEREAS, Mark Howe is willing to serve in that capacity.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Employment Agreement with Mark A. Howe is approved in the form attached as Exhibit A and the Mayor and City Clerk are authorized and directed to sign it on behalf of the City.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded.

Exhibit A- EMPLOYMENT AGREEMENT

This Employment Agreement is made as of September 1, 2016, between the City of Allegan, a Michigan municipal corporation (the "City") and Mark A. Howe, an individual ("Mr. Howe").

RECITALS

- A. The City has undertaken a search for a new City Manager to fill the vacancy in that position.
- B. While that search is underway, the City desires to employ Mr. Howe as its Interim City Manager and Mr. Howe is amenable to serving in that role pursuant to the terms and conditions in this Agreement.

TERMS AND CONDITIONS

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

1. Employment.
 - A. The City employs Mr. Howe as its Interim City Manager beginning on September 6, 2016. Mr. Howe shall serve as Interim City Manager at the pleasure of the City Council.
 - B. From time to time, the City Council may appoint Mr. Howe to serve, or as a result of his employment as Interim City Manager, Mr. Howe may serve in other offices or on other boards, commissions, and other bodies. Mr. Howe agrees that his terms of such offices or on such bodies shall be co-terminus with his employment as Interim City Manager, so that his resignation from, or the City Council's termination of his employment with the City, shall serve as his resignation from such other offices and bodies.
 - C. Mr. Howe's service as Interim City Manager shall be a full-time position and, unless the parties otherwise agree, Mr. Howe's only employment. If Mr. Howe accepts other employment before the City has appointed a new City Manager, the City and Mr. Howe may amend this Agreement to provide for the continuation of Mr.

Howe's services on a part-time basis for compensation to be agreed upon as part of that amendment.

2. Duties. Mr. Howe shall fulfill the duties of City Manager of the City as directed, required, and permitted by state law, the Allegan City Charter, the Code of Ordinances of the City of Allegan, and actions of the City Council. He shall perform such duties in an efficient and conscientious manner, exercising his discretion, judgment, and authority in the best interests of the City and in compliance with all applicable laws, rules, regulations, orders, and directives of any officer or agency of competent jurisdiction.

3. Office Hours. Mr. Howe shall ordinarily be physically present at City Hall during regular office hours. However, because the parties recognize Mr. Howe's employment as Interim City Manager will require his working irregular office hours, and because Mr. Howe will be commuting to and from Allegan, the parties recognize that Mr. Howe may, from time to time, be absent from City Hall and be attending to personal matters during regular office hours, and may occasionally work from home in cases of inclement weather or for other appropriate reasons.

4. Compensation.

A. The City shall pay Mr. Howe a weekly gross salary of \$2,000 as Mr. Howe's sole compensation under this Agreement in installments at the same times as full-time City department heads are paid.

B. In all payments to Mr. Howe made pursuant to this Agreement, the City shall endeavor to comply with applicable tax laws, rules, regulations, and requirements and, accordingly, shall withhold such amounts and report such payments in such a manner as it reasonably deems necessary and proper.

C. The City shall not make any pension or other retirement contributions for or on behalf of Mr. Howe, shall not provide any medical, dental, vision, short- or long-term disability or other insurance coverage for Mr. Howe or any of Mr. Howe's family, and shall not provide and other employment benefits to Mr. Howe.

5. Reimbursement of Mileage and Business Expenses. The City shall reimburse Mr. Howe for actual and reasonable mileage and business expenses, incurred in performance of his duties under this Agreement, in accordance with its policies for City department heads. The City shall not reimburse Mr. Howe for mileage for his commute to and from his home and City Hall.

6. Liability and Insurance. The City shall hold Mr. Howe harmless from, indemnify him for and defend him against any threatened, pending, or completed claim, demand, suit, settlement, judgment, award, or civil, criminal, administrative, or investigative proceeding, or such action which results from his performance of his duties under this Agreement. Mr. However, the City shall have no such obligation if Mr. Howe did not act in good faith or knowingly violated applicable laws, rules, regulations, guidelines, orders, directives, or policies. With respect to any criminal proceeding, the City shall have no obligation under this provision unless Mr. Howe had no reasonable cause to believe his conduct was unlawful. The City shall obtain and maintain liability insurance which provides coverage for Mr. Howe for his good faith acts in the performance of his duties under this Agreement. The limits of the City's obligations under this section are to

provide coverage or indemnification for liability up to \$1,000,000.00. The City may provide additional coverage or indemnification, but it is not required to do so.

7. Term and Termination.

A. The term of this Agreement shall begin on September 6, 2016 and shall remain in effect until the City Council appoints a new City Manager, unless otherwise terminated pursuant to this Agreement.

B. This Agreement, and Mr. Howe's employment pursuant to it, may be terminated as follows:

i. By Mr. Howe's written resignation. Mr. Howe shall give written notice of such resignation not less than 14 days prior to its effective date. However, when at all possible, Mr. Howe shall endeavor to provide at least 30 days' written notice of the same and shall assist, to the extent possible on a part time basis, with the transition to the new City Manager.

ii. By action of the City Council.

C. If Mr. Howe's employment is terminated, the City shall pay Mr. Howe any reimbursable actual expenses and mileage Mr. Howe is due to be paid as provided by this Agreement.

8. Miscellaneous.

A. This Agreement is for the benefit of the parties, their successors and assigns, and is not for the benefit of any third party.

B. All notices and other communications provided for in this Agreement shall be in writing and shall be deemed to have been given (i) when delivered in person to the recipient, (ii) when Fed Ex or comparable express delivery services delivers the notice to the recipient, or (iii) when the recipient receives the notice by electronic mail to the correct electronic mail address of the recipient, as confirmed in electronic notice to the sender.

C. To the extent permitted by law, the parties agree that the jurisdiction and venue of any action brought pursuant to or to enforce this Agreement shall be solely in the state courts in Allegan, County, Michigan.

The parties have signed this Agreement as of the date first written above.

Councilmember Leverence, supported by Councilmember Gratz, made a motion to approve Resolution 16.24 as presented. Motion passed by acclamation.

Adjournment

The meeting was adjourned at 6:04pm

Respectfully submitted,

Lori K. Vander Clay
City Clerk