



PARK TOWNSHIP

REGULAR BOARD MEETING

December 8, 2016

ART 1. CALL TO ORDER
Supervisor Jerry Hunsburger called to order the regular meeting of the Park Township Board held on December 8, 2016 at 6:30 p.m. at the Park Township Office, 52-152nd Ave., Holland, MI 49424.

Present were Supervisor Jerry Hunsburger, Clerk Skip Keeter, Treasurer Jan Steggerda, Trustees Dan DeLeeuw, George Jacob, Jim Gerard and Denise Nestel and Interim Manager Bill Cousins and Attorney Dan Martin.

ART 2. INVOCATION - Jacob

ART 3. PLEDGE OF ALLEGIANCE

ART 4. APPROVAL OF AGENDA (Additions to or Deletions from Agenda)
Hunsburger amended agenda item 8 to a. Action to Hire Township Manager and b. Contract extension for Interim Manager. He also requested to amend item 9 to read a. Transit study report and b. MACC Service Delivery Community – Community Enhancement Program Framework

MOTION MADE; MOTION SUPPORTED; MOTION CARRIED: A motion was made by Jacob and supported by Steggerda to approve the agenda as amended. (7-0)

ART 5. APPROVAL OF CONSENT AGENDA

- a Approval of Minutes: November 10 2016 & November 21 2016 Special
- b Financial Report
- c Building / Zoning / Code Compliance Report
- d Payment of Bills

MOTION MADE; MOTION SUPPORTED; MOTION CARRIED: A motion was made by Keeter and supported by Jacob to approve the consent agenda. (7-0)

ART 6. PUBLIC SAFETY REPORT

- a. Fire Department – Chief Gamby gave an update on the activities of the Fire Department for the month of November.
- b. Sheriff's Office- Deputy DeWitt gave an update on the activities of the Sheriff's office for the month of November.

ART 7. PUBLIC COMMENT

Hunsburger opened the public comment period.
1 spoke at the public comment period.
Hunsburger closed the public comment period.

ART 8. PERSONNEL:

- a. Action to Hire Township Manager

MOTION MADE; MOTION SUPPORTED; MOTION CARRIED: A motion was made by Keeter and supported by Jacob to accept the contract with Howard Fink as presented. (7-0)

- b. Contract Extension for Interim Manager

MOTION MADE; MOTION SUPPORTED; MOTION CARRIED: A motion was made by Steggerda and supported by Gerard to accept the contract extension for Interim Manager Bill Cousins for an additional 20 days at his current daily rate of pay. (7-0)

ART 9. PUBLIC PRESENTATION: MACC

- a. Transit Study Report

MACC Director Steve Bulthuis briefed the Board on the report. There was an open house prior to the Board meeting at the Township Hall. The study is looking at a demand/response type of service.

- b. MACC Service Delivery Committee – Community Enhancement Program Framework (formerly item 11c.)

Bulthuis explained the CEP and its purpose. He also explained the fees the Township would commit to support the program.

MOTION MADE; MOTION SUPPORTED; MOTION CARRIED: A motion was made by Nestel and supported by Steggerda to adopt a resolution embracing and financially committing to the CEP and appoint Nestel as the representative to the CEP Board. (7-0)

ART 10. FINANCIAL ACTIONS

- a. 2017 Summer Tax Collection Agreement

MOTION MADE; MOTION SUPPORTED; MOTION CARRIED: A motion was made by Gerard and supported by Steggerda to approve the Summer Tax Collection Agreements as presented. (7-0)

- b. Budget Adjustments

MOTION MADE; MOTION SUPPORTED; MOTION CARRIED: A motion was made by Keeter and supported by Steggerda to approve the budget adjustments for FY 2016-2017. (7-0)

- c. Banking Depository Resolution

MOTION MADE; MOTION SUPPORTED; MOTION CARRIED: A motion was made by Keeter and supported by Nestel to authorize the depositories as presented. (7-0)

ART 11. STAFF AND COMMITTEE REPORTS

a. 2017 Meeting Schedule

MOTION MADE; MOTION SUPPORTED; MOTION CARRIED: A motion was made by Nestel and supported by Steggerda to approve the meeting schedule for 2017 as presented. (7-0)

b. Resolution for Poverty Guidelines

MOTION MADE; MOTION SUPPORTED; MOTION CARRIED: A motion was made by Nestel and supported by Keeter to adopt the resolution to comply with Public Act 390 of 1994 (as amended by PA620 of 2002). (7-0)

c. (now ART 9b.)

d. Ottawa County Fairgrounds – Replace Sign

MOTION MADE; MOTION SUPPORTED; MOTION CARRIED: A motion was made by Keeter and supported by Jacob to approve the bid for \$18,995 from Johnson Outdoor Digital and authorize the Manager to contract the subsequent electrical work needed for a not to exceed \$5000 (\$23,995 total not to exceed). (7-0)

ART 12. MANAGER'S REPORT

Cousins gave an update of the Manager's office including the Fairgrounds Lease to the Ottawa County Fair Board. It is planned to take effect April 1 2017. He also met with the Villas on Lake Macatawa committee and the progress seems to be moving forward smoothly.

ART 13 COMMISSION AND COMMITTEE APPOINTMENTS

MOTION MADE; MOTION SUPPORTED; MOTION CARRIED: A motion was made by Keeter and supported by Jacob to reappoint Linda Dykert, David Wendt and Dave Smeenge as members of the Board of Review and Bret Docter as an alternate to the Board of Review with terms set to expire on December 31, 2018. (7-0)

MOTION MADE; MOTION SUPPORTED; MOTION CARRIED: A motion was made by Keeter and supported by Jacob to appoint Dave Kleinjans to the Planning Commission with a term set to expire on May 31, 2019. (7-0)

MOTION MADE; MOTION SUPPORTED; MOTION CARRIED: A motion was made by Jacob and supported by Steggerda to the appointment schedule as presented adding Skip Keeter as Board liaison to the WMRA and Dan DeLeeuw as Board liaison to the Fair Board. (7-0)

ART 14. PUBLIC COMMENT

Hunsburger opened the public comment period
1 person spoke at the public comment period
Hunsburger closed the public comment period.

ART 15. CLOSED SESSION TO DISCUSS THE LEASE/PURCHASE OF REAL PROPERTY AND ATTORNEY OPINION REGARDING PENDING LITIGATION
MOTION MADE; MOTION SUPPORTED; MOTION CARRIED: A motion was made by Keeter and supported by Steggerda to move into closed session for the purpose of discussing the lease/purchase of real property and an attorney's opinion regarding pending litigation. (7-0)

Roll call Vote:

Yes: Hunsburger, Keeter, Steggerda, DeLeeuw, Jacob, Gerard and Nestel

No: none

MOTION MADE; MOTION SUPPORTED; MOTION CARRIED: A motion was made by Keeter and supported by Steggerda to move back into open session. (7-0)

ART 16. BOARD COMMENTS AND COMMITTEE/AGENCY REPORTS
Board members commented on the ease of transition of the new Board and their eagerness to get to work for the community.

ART 13. ADJOURN

MOTION MADE; MOTION SUPPORTED; MOTION CARRIED: A motion was made by Keeter and supported by Gerard to adjourn at 9:10. (7-0)

Respectfully Submitted by Clerk Skip Keeter

Daniele Dykens
Recording Secretary

PARK TOWNSHIP MANAGER AGREEMENT

(revised December 7, 2016)

This Agreement is made this Eighth day of December, 2016, effective January Sixteenth, 2017, between the Township of Park, Ottawa County, Michigan (the "Township") and Howard Fink (the "Employee").

WHEREAS, the Township is in need of an individual to perform the duties of Township Manager; and

WHEREAS, the Employee is willing, able and qualified to perform the duties of Township Manager;

THEREFORE, IT IS AGREED between the parties as follows:

- A. Retention of the Employee. Subject to all the terms and provisions of this Agreement, the Township retains, in an at-will employment relationship, the Employee as the Township Manager to provide the Township with the duties described in Exhibit A to this Agreement. Further, the Employee warrants that he is competent and qualified to perform those duties, and he agrees to remain in the exclusive employment of the Township for the duration of this Agreement. The Employee agrees to dedicate his best efforts to the Township and that any outside employment opportunities must be brought to the Board for approval.
- B. Duties of the Employee. The Employee agrees to administer and enforce the Township ordinances within the Township and to perform all duties required of the Township Manager in accordance with the laws of the State of Michigan and the ordinances and policies of the Township. The Employee and the Township agree that the duties of the Township Manager shall include but not be limited to those on the attached Exhibit A. The Employee shall work with the Township Board to establish both short term and long term goals for his performance. All such duties performed by the Employee shall be performed in a timely and competent manner. The Employee shall generally render at least forty (40) hours of service per week to the Township pursuant to this Agreement. The Employee shall be considered exempt from FLSA provisions due to his position and therefore will not receive additional compensation for rendering more than forty (40) hours of service per week. However, recognizing that the Employee may devote time to the position outside normal office hours conducting business for the Employer, it is understood that the Employee shall be allowed to establish an appropriate work schedule.
- C. Automobile. The Employee shall provide his own automobile for the performance of his duties pursuant to this Agreement. The Employee shall be responsible for all expenses associated with the operation of such automobile including gas, maintenance, repairs and all incidental costs. The Township shall reimburse the employee at a rate of \$200.00 per month for this purpose. Additionally, the Township shall reimburse the Employee monthly at the current IRS per-mile rate from Township Hall for all business related travel in his personal vehicle outside Ottawa

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County. The Employee shall be responsible for all record-keeping concerning the expenses associated with the operation of the automobile, for the Employee's own purposes with the Internal Revenue Service.

- D. Comprehensive General Liability and Indemnification. The Employee shall be provided coverage under the Township's general liability insurance program, as long as such coverage is available from the Township's then general liability carrier (i.e. the Township's current carrier or any subsequent carrier).

The Employee and the Township shall promptly notify each other of any knowledge regarding any occurrence which may result in a claim against either of them, and shall cooperate with each other whenever any claim is filed against either of them with respect to the services rendered pursuant to this Agreement.

- E. Compensation. The Township shall pay the Employee an annual base salary at the rate of One Hundred-One Thousand Dollars (\$101,000) in annual compensation, payable in bi-weekly payments or other regular schedule established by the Township Board for other employees. The Township Board will evaluate the Employee's performance after six months of employment and, based on a satisfactory review from the Township Board, the employee shall receive an increase of Three Thousand Dollars (\$3,000) in his annual salary.
- F. Retirement Benefits. The Employee shall be permitted to participate in any retirement plan provided by the Township for its other employees, or an alternative 'defined contribution' retirement plan the Employee requests subject to the approval of the Township Board. The Township shall make a contribution to the Employee's retirement plan in an amount equal to the normal percentage of compensation contributed by the Township to its the retirement plan for other eligible employees [as of December, 2016, equal to thirteen and four tenths percent (13.4%) of an employee's base compensation]. The retirement contribution begins ninety days after the Employee reports for duty.
- G. Other Fringe Benefits. The Employee shall be entitled to all fringe benefits provided to Township employees in the Township's Personnel Policies and Procedures Manual (the "Manual"). However, the Employee shall be credited with three weeks vacation time off upon starting work for the Township and will be entitled to earn three weeks of vacation time off benefits during each subsequent calendar year covered by this Agreement. When the vacation schedule in the Manual would entitle the Employee to more than three weeks of vacation, then the Manual will be followed for this benefit.

The Township shall have the option, in its sole discretion, to procure a term life insurance policy on the Employee in an amount not to exceed Two Hundred and Fifty Thousand Dollars, with the benefits of such policy to be paid one-half (1/2) to the Township and the remaining one-half (1/2) to the beneficiary named by the Employee.

- H. Professional Training, Education and Memberships. The parties acknowledge that it is in the best interest of the Township that the Employee maintains his professional education and

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training. Therefore, the Township agrees to pay for the cost of such conferences, seminars or other education as the Employee may request to attend, including the cost of any texts. However, the Employee agrees that the number of seminars that he attends and the costs therefore shall be included in the Township's budget. The intent of this Section is to encourage the Employee to maintain and improve his training and education, yet keep the costs of doing so at a reasonable expense for the Township.

The Township agrees to pay for the cost of all Employee's professional dues related to his position as Township Manager (including by way of example and not limitation, dues related to the Chamber of Commerce, Michigan Municipal Executives Association (MME), the International City/County Management Association, Michigan Townships Association, etc.) with such costs therefore to be included in the Township's budget.

- I. Employee Review. In December of 2017, the Township Board shall conduct an evaluation of the Employee. The review will cover the Employee's progress toward the short term goals established pursuant to Paragraph B of this Agreement, and will determine whether, in the Township Board's discretion, the Employee is eligible for an increase in the compensation noted in section E of this agreement. Subsequently, the Township Board shall conduct the evaluation of the Employee at least once annually during each fiscal year covered by this Agreement. Following the annual review of the Employee, the Township Board may determine whether to increase the Employee's compensation noted in Section E of this Agreement.
- J. Residency. State law (Public Act 212 of 1999, as amended) authorizes the Township to require an employee to live within twenty (20) miles of the boundary of the Township. It is the desire of the Township Board and the Employee that, as soon as reasonably possible after the effective date of this Agreement and then for the rest of its term, the Employee will live within the Township. Therefore, the Township will reimburse the Employee's moving expenses (upon the submittal of receipts) up to Five Thousand Dollars (\$5,000.00) when the Employee has established his primary residence within the boundaries of Park Township.
- K. Termination. This Agreement shall be terminated immediately, prior to any expiration date otherwise provided herein, upon the occurrence of any one of the following events. However, any unilateral termination option selected by the Employer shall include at a minimum the due process rights of the Employee to hear any allegations against him and to respond to those allegations.
 1. This Agreement shall be terminated at any time upon mutual written agreement of the Township and the Employee.
 2. This Agreement shall be terminated immediately upon the death of the Employee.
 3. This Agreement shall be terminated upon the written resignation of the Employee, provided that the Employee must provide the Township with at least 30 days written

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notice prior to the effective date of his resignation.

4. This Agreement shall be terminated upon the decision of the Township Board, provided that the Township must provide the Employee with at least 30 days written notice prior to the effective date of the termination, and provided that the Employee has been physically or mentally disabled and thereby precluded from substantially performing his duties under this Agreement, even with reasonable accommodations, for a period of 30 consecutive days immediately preceding the written notice.
 5. This Agreement shall be terminated immediately upon the decision of the Township Board, provided that the Township provides the Employee with written notice of the termination, and provided that the Township has just cause for such termination. Just cause for purposes of this Agreement shall be limited to a conviction of criminal conduct which includes misappropriation of Township funds or property, conviction of criminal conduct which demonstrates unfitness for employment and which would interfere with the Employee's effective discharge of duties as Park Township Manager, or a material violation of the Township's written employment policies (except as those policies have been superseded by the terms of this Agreement), or a material violation of this Agreement.
 6. This Agreement shall be terminated upon the decision of the Township Board, rendered according to its pleasure. However, if the Township Board does not have just cause, as defined above in Section K.5, the Township shall pay the employee severance compensation according to this paragraph. The severance compensation shall not exceed the amount equal to six months' pay, including retirement contributions and Township provided health care benefits, at the rate of the Employee's salary at the time of the termination. The severance compensation shall be paid out during the course of the regular payroll, and shall be subject to all withholdings required by law. If the Employee accepts full-time employment [defined as at least thirty-five (35) hours per week] within six (6) months of the termination date, then the Township shall not be obligated to continue to pay the Employee the severance compensation unless the Employee's base pay from the new employment is less than what the Employee was earning by the severance compensation from the Township, in which case, the Township shall be obligated to pay the Employee only the difference between the Township's severance compensation and the Employee's base pay from the new employment.
- L. Effect of Termination. Upon termination of this Agreement as provided above, the parties shall have no further obligation to each other except for obligations accruing prior to the effective date of the termination. Notwithstanding the foregoing, the Township and the Employee shall be obligated to cooperate with each other whenever any claim is filed against either of them with respect to the services rendered pursuant to this Agreement, which obligation shall continue without regard to termination or expiration of this Agreement.
- M. Miscellaneous. This Agreement shall be non-assignable. This Agreement shall inure to the

benefit of and be binding upon the parties and their respective heirs, personal representatives, assigns and successors. All notices and other documents to be served or transmitted hereunder shall be in writing and addressed to the respective parties at such addresses as shall be specified by the parties from time to time, and may be served or transmitted in person or by ordinary or certified mail (unless otherwise provided herein) properly addressed with sufficient postage. This Agreement has been executed in the State of Michigan and shall be governed by Michigan law. The waiver by any party of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach or violation of the same or any other provision of this Agreement. If any section or provision of this Agreement is unenforceable for any reason, the unenforceability shall not impair the remainder of this Agreement, which shall remain in full force and effect. This Agreement represents the entire understanding and agreement between the parties and all prior understandings and agreements are specifically merged in this Agreement. The captions in this Agreement are for convenience only and shall not be considered as part of this Agreement or in any way amplifying or modifying its terms and provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date (s) noted.

WITNESSES:

Jennifer Carlisle

EMPLOYEE

Edward Link

Dated: 12/17, 2016

TOWNSHIP

William T. Caruso

By: Jerry Hunsburger
Jerry Hunsburger, Supervisor

William T. Caruso

By: E. O. Keeter
E. O. Keeter, Clerk

Dated: 12/18, 2016

Exhibit A**PARK TOWNSHIP****TOWNSHIP MANAGER JOB
DESCRIPTION****General Summary**

Serving at the pleasure of the Township Board, the Township Manager functions as chief administrative officer of the Township by managing the activities of all departments, keeping the Township Board informed on Township affairs, making recommendations to the Board and carrying out the policies established by it.

Typical Duties

1. Attends all meetings of the Township Board with the right to take part in discussions; but without the right to vote.
2. Attends meetings with other units of government, businesses, citizens and interest groups as necessary and directed by the Township Board. Reports results of those meetings to the Township Board.
3. Prepares and administers the annual budget under policies formulated by the Township Board and keeps the said Board fully advised at all times as to the financial condition and needs of the Township.
4. Manages and supervises the operation of all Township utilities, buildings, public improvements, parks, and all other property belonging to the Township.
5. Sees that all contracts and franchises between the Township and others are faithfully kept and performed.
6. Establishes and implements purchasing procedures and limits, as approved by the Township Board.
7. Serves as the Township's primary liaison with attorneys, engineers, consultants, news media, neighborhood organizations, other communities, and other agencies in a manner that will not infringe upon official responsibility of the Township Board. Must remain neutral at all times concerning political issues.
8. Prepares the Township meeting agenda in conjunction with the Township Supervisor and supervises the preparation of background information, packets and agenda items for distribution to Board Members.
9. Prepares and distributes correspondence notices and resolutions after each meeting as

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10. Secures publication of required legal notices related to Township operations.
11. Conducts all sales or purchases of personal property which the Township Board may authorize to be sold or purchased.
12. Sees that all laws and Township ordinances are enforced.
13. Assumes all duties and responsibilities as Personnel Director of all Township employees, which shall include:
 - a. Authority to appoint, evaluate, discipline, suspend and terminate all employees as necessary pursuant to Township personnel rules and regulations. The Deputy Township Clerk, Deputy Township Treasurer, and Deputy Township Supervisor in those statutory capacities only, shall be appointed and terminated by the respective elected officials.
 - b. Authority to make compensation adjustments within the specific rules, policies, or guidelines established by the Township Board or its designated committee.
 - c. Presentation of an annually updated Employee Handbook for approval to the Board of Trustees and distributed to all employees.
14. Keeps Township Board informed of problems, needs and concerns on a timely basis.
15. Handles public complaints and seeks solutions in a timely manner.
16. Serves as the primary contact on all inquiries to the Township from federal, state, and county officials.
17. Organizes annual Township retreat to establish goals and a work plan for the new fiscal year.
18. Performs such other duties as may be required of him/her by ordinance, or direction of the Township Board, or which are not assigned to some other township official.

The above statements are intended to describe the general nature and level of work being performed. They are not to be construed as an exhaustive list of all job duties performed.

Employment Qualifications

Masters degree in Public Administration or related field preferred but not required. Four-year college degree in public administration, or 5 years' experience in public administration, or its equivalent in business management.