

**SPECIAL MEETING COUNCIL AGENDA**

Thursday, October 5, 2023  
7:00 P.M.  
102 W. Exchange  
Spring Lake, MI 49456



**1. 7:00 p.m. Call to Order**

**2. 7:01 p.m. Pledge of Allegiance**

**3. 7:02 p.m. Roll Call**

**Present:** Abbott, Duer, Petrus, Powers, Roggenbau, TePastte, VanLeeuwen-Vega

Motion to excuse any absent members.

**4. 7:03 p.m. Approval of the Agenda**

**5. 7:04 p.m. General Business**

A. Acknowledge the passing of Village Manager Christine Burns

B. Hire an Interim Village Manager

C. Board & Financial Appointments

**6. 7:19 p.m. Statement of Citizens**

*Council Meetings are open to the public, and as such, the public is invited to speak at the end of each meeting. Each speaker should ask to be recognized by the chair, must state their name and address for the record and should limit their comments to 3 minutes.*

**7. 7:21 p.m. Adjournment**



To: Village President Mark Powers & Council Members

From: Bill Cousins, Special Projects Manager

Date: 10/05/23

Re: Passing of Manager Christine Burns

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Manager Christine Burns unexpectedly passed away at her home last Wednesday (9/27). The loss of Ms. Burns leaves a huge hole in all our hearts. Chris had a fabulous team and that will continue to provide us a path to go forward and keep Spring Lake a thriving and welcoming place to visit and live.



To: Village President Mark Powers & Council Members

From: Bill Cousins, Special Projects Manager

Date: 10/05/23

Re: Appointment of an Interim Village Manager

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The vacant Village Manager position needs to be filled on an interim basis while the Council conducts a search and hires a new manager. Discussions about the hiring process will be a topic of discussion at the October 9<sup>th</sup> Work Session meeting.

A copy of the Interim Manager's contract is attached.

The suggested motion is to hire William Cousins as the Interim Village Manager and authorize the Village President to sign the Interim Manager contract.

# VILLAGE OF SPRING LAKE, MICHIGAN

## Interim Manager Employment Agreement

### Introduction

This Agreement, made and entered into this October 5, 2023, by and between the Village of Spring Lake, 102 W. Savidge Street, Spring Lake, MI 49456, a municipal corporation (hereinafter called "Employer"), and William T. Cousins III, 15290 Winchester Circle, Grand Haven, MI 49417 (hereinafter called "Employee"), an individual who has the education, training and experience in local government management and who, as a member of the Michigan Municipal Executives, is subject to the ICMA Code of Ethics, both of whom agree as follows:

### Section 1: At-Will Employment Relationship and Term

The term of this agreement shall be for a period not to exceed four (4) months, from October 1, 2023 to February 1, 2024, unless otherwise agreed upon by both parties. Notwithstanding the prior sentence, and subject to all the terms and provisions of this Agreement, the Employer agrees to employ William T. Cousins III as an at-will employee to serve as the Interim Spring Lake Village Manager at the pleasure of the Spring Lake Village Council. While either party may terminate this employment relationship with or without cause, and with or without notice to either party, out of respect to one another, both parties will attempt, to the extent practicable, to give the other party thirty (30) days' notice before terminating the employment relationship.

### Section 2: Duties and Authority

As the Interim Manager, the Employee shall perform the functions and duties specified in the Village Manager Job Description of the Village of Spring Lake, its ordinances and other legally permissible and proper duties and functions of the position of Village Manager.

### Section 3: Compensation

Base salary: Employer agrees to pay Employee an annual base salary of \$ \_\_\_\_\_, payable in installments at the same time that the other management employees of the Employer are paid. Holidays will be paid as part of the salary. Based on the annual base salary stated, the Employee's two week pay period salary installment is to be \$ \_\_\_\_\_.

### Section 4: Health, Disability, and Life Insurance Benefits

No health care benefits will be provided by the Village of Spring Lake.

### Section 5: Vacation, Sick, and Military Leave

No vacation, sick or military leave benefits will be provided by the Village of Spring Lake.

## **Section 6: Vehicle Expense Reimbursement**

No vehicle expense shall be provided for the use of the employee's personal vehicle when used for Village business.

## **Section 7: Retirement**

No retirement benefits will be provided by the Village of Spring Lake.

## **Section 8: Severance**

No severance benefits will be provided by the Village of Spring Lake.

## **Section 9: Resignation**

While the employment relationship is at-will, out of respect for the Village, in the event that the Employee voluntarily resigns his position with the Employer, the Employee will attempt to provide a minimum of 30 days' notice unless the parties agree otherwise.

## **Section 10: Hours of Work**

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

## **Section 11: Indemnification**

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee 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 performance of Employee's duties as Interim Village Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee 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 other liabilities incurred by, imposed upon, or suffered by such Employee 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. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

### **Section 12: Bonding**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under law or ordinance.

### **Section 13: General Provisions**

1. **Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.
2. **Binding Effect.** This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
3. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement of judicial modification of the invalid provisions.

**This agreement is effective October 1, 2023.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
William T. Cousins III

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Mark Powers, Village President



To: Village President Mark Powers & Council Members

From: Bill Cousins, Special Projects Manager

Date: 10/05/23

Re: Appointments to Boards and Commissions

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The following appointments are recommended to fill current openings:

Library Board – President Mark Powers

Water & Sewer Authority – Manager Cousins

Harbor Transit – Manager Cousins to fill the administrative position. (Council member TePastte is the Council Representative)

Chamber of Commerce - No appointment needed.

Community Foundation – No appointment needed.

FOIA Coordinator – Clerk Marv Hinga

Bank Accounts – Add Cousins to accounts as needed by Clerk Hinga