



225 S Camburn St
Stanton, MI, 48888
Phone (989) 831.4440
Fax (989) 831.5756
www.StantonOnline.com

STANTON CITY COMMISSION
Regular Meeting Agenda
December 8, 2020
7:00 PM

1. Call to Order

2. Pledge of Allegiance

3. Roll Call:

Mayor Lori Williams
Mayor Pro Tem
Vladimir Edelman
Commissioner Jane Basom

Commissioner Ray Holloway
Commissioner Tamara Kuhn
Commissioner Michael Mazzola
Commissioner Charles Miel

4. Approval of Agenda

5. Public Comments and/or Questions (Public Comments shall be limited to 3 minutes per person. A person wishing to address the Commission shall state their name and address for the official record. The Commission may at their discretion respond to comments and/or questions after all have been received.)

6. Standing Items

- a. Approval of Commission Special meeting minutes November 21, 2020.
- b. Approval of commission Regular meeting minutes of November 24, 2020
- c. Approval of bill payments for the month of November in the total amount of \$45,042.32.

7. Monthly Reports

- a. Stanton Police Department
- b. Stanton Public Works
- c. Clerk/Treasurer Report

8. New Business

- a. Consideration by City Commission to approve Employment Contract with Jacob VanBoxel Lead Candidate for City Manager Position.
- b. Consideration by City Commission to consider approval of Water Supply System Improvements Project Change Order #1, Change Order #2- Final and Pay Application #1 – Final to CL Trucking & Excavating in the Amount of \$44,562.82.

9. Committee Reports

10. Public Comments

11. Commission Comments

12. Adjournment

**City of Stanton
Special Meeting Minutes
November 21, 2020**

- 1. Call to Order: Pledge of Allegiance** – The City of Stanton special meeting was called to order via zoom conference video at 9:00a.m. by Mayor Lori Williams with the Pledge of Allegiance.
- 2. Roll Call:** Mayor Lori Williams, Jane Basom, Ray Holloway, Tamara Kuhn, Michael Mazzola, Chuck Miel
Absent: Vladimir Edelman
- 3. Approval of Agenda**
Motion made by Miel second by Mazzola to approve the agenda. Motion carried on a voice vote.
- 4. Public Comments:** None
- 5. Candidate 1 Interview:** Joe Frey
- 6. Candidate 2 Interview:** Mark Borden
- 7. Candidate 3 Interview:** Jacob VanBoxel
- 8. Lead Candidate Selection:** Motion made by Miel second by Basom to make Jacob VanBoxel the lead candidate for the City of Stanton City Manager position. Motion carried on a voice vote.
- 9. Public Comments:**
Karl Yoder thanked James Freed via zoom.
- 10. Commission Comments:**
Commissioner Miel and the other Commissioners thanked the Pivot Group for their services.
- 11. Adjournment**
Motion made by Miel second by Mazzola to adjourn meeting at 11:55a.m.
Motion carried on a voice vote.

Lori Williams, Mayor
Lori Braman, Clerk

City of Stanton
Regular Meeting Minutes
November 24, 2020

1. **Call to Order: Pledge of Allegiance** – The City of Stanton regular meeting was called to order via zoom conference video at 7:00p.m. by Mayor Lori Williams with the Pledge of Allegiance.
2. **Roll Call:** Mayor Lori Williams, Jane Basom, Vladimir Edelman, Ray Holloway, Tamara Kuhn, Michael Mazzola, Chuck Miel
Absent: None
3. **Approval of Agenda**
Motion made by Edelman second by Mazzola to approve the agenda. Motion carried on a voice vote.
4. **Public Comments:** None
5. **Standing Items**
 - a. Motion made by Holloway second by Kuhn to approve the Special Meeting Minutes of November 7, 2020. Motion carried on a voice vote.
 - b. Motion made by Miel second by Mazzola to approve the Regular Meeting Minutes of November 10, 2020 with the amendment to letter c. in New Business, **Mayor Williams told the Commissioners that Commissioner Basom has been working on the website and she would like to have Commissioner Basom receive some pay for this. Commissioner Holloway along with the other Commissioners thanked Commissioner Basom for all she's done and asked her to *bring us a proposal for contracted services whether it be yearly, monthly or hourly, however the proposal was worded. produce an invoice for her services.*** Motion carried on a voice vote.
 - c. Motion made by Holloway second by Miel to approve the bills for November 2020 in the total amount of \$25,025.46. Motion carried on a voice vote.
6. **Monthly Reports**
 - a. DPW Report-yesterday Mayor/City Manager Williams approved the purchase of a new salt spreader.
 - b. Clerk/Treasurer Financial Report
7. **New Business**
 - a. Motion made by Basom second by Mazzola to approve 2021 City of Stanton Meeting Schedule. Motion carried on a voice vote.
 - b. Motion made by Miel second by Edelman to accept the proposal from Prein & Newhof to complete the Drinking Water Asset Management Application Permit. Motion carried on a voice vote.
8. **Committee Reports:**

Veterans Park-no report
DDA-no report

9. Public Comments: None

10. Commission Comments:

Commissioner Miel gave condolences to Lori and the Braman family for their loss.

11. Adjournment

Motion made by Edelman second by Holloway to adjourn meeting at 7:12p.m.

Motion carried on a voice vote.

Lori Williams, Mayor

Lori Braman, Clerk

12/04/2020 10:29 AM
 User: LBRAMAN
 DB: Stanton

CHECK DISBURSEMENT REPORT FOR CITY OF STANTON
 CHECK DATE FROM 11/21/2020 - 12/04/2020

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
11/24/2020	STANT	9496	BLOOM SLUGGETT	PROFESSIONAL SERVICES	801.000	172	965.50
11/24/2020	STANT	9497*#	CONSUMERS ENERGY	100 CEMETERY ST.	920.000	448	45.38
11/24/2020	STANT	9499	VIEW NEWSPAPER	PRINTING AND PUBLISHING	900.000	721	380.70
12/01/2020	STANT	9500	A LOT OF CLEAN	REPAIR/MAINTENANCE BUILDING	930.000	172	28.00
12/01/2020	STANT	9503	CUTTING EDGE LAWN CARE/SNOW	PROFESSIONAL SERVICES	801.000	209	1,900.00
12/01/2020	STANT	9507	HOMETOWN DECORATION AND DISPLAY	CONTRACTUAL SERVICES	806.000	441	3,190.00
12/01/2020	STANT	9508	SPECTRUM PRINTERS, INC	MATERIALS AND SUPPLIES	726.000	262	215.08
12/01/2020	STANT	9509	NYE UNIFORM	UNIFORMS	731.000	301	460.90
12/01/2020	STANT	9510	PRIORITY HEALTH	INSURANCE	710.000	850	4,469.99
12/01/2020	STANT	9511*#	QUILL	PROFESSIONAL SERVICES	801.000	171	9.29
				MATERIALS AND SUPPLIES	726.000	172	60.05
				MATERIALS AND SUPPLIES	726.000	253	31.23
				MATERIALS AND SUPPLIES	726.000	253	32.97
				MATERIALS AND SUPPLIES	726.000	301	45.98
				CHECK STANT 9511 TOTAL FOR FUND 101:			<u>179.52</u>
12/01/2020	STANT	9512	SK PRINTING	MATERIALS AND SUPPLIES	726.000	172	65.00
12/01/2020	STANT	9513	STANDARD INSURANCE COMPANY	INSURANCE	710.000	850	239.35
12/01/2020	STANT	9514	USA BLUEBOOK	REPAIR, MAINTENANCE	775.000	441	168.60
12/01/2020	STANT	9517*	CITY OF STANTON	DUE TO PAYROLL CLEARING FUND	214.750	000	7,911.51
12/02/2020	STANT	9518#	FIRST BANKCARD	CONTRACTUAL SERVICES	806.000	172	54.99
				MATERIALS AND SUPPLIES	726.000	262	299.86
				MATERIALS AND SUPPLIES	726.000	301	506.34
				UNIFORMS	731.000	441	34.97
				CHECK STANT 9518 TOTAL FOR FUND 101:			<u>896.16</u>

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CHECK DISBURSEMENT REPORT FOR CITY OF STANTON
CHECK DATE FROM 11/21/2020 - 12/04/2020

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
12/02/2020	STANT	9519	I.T. RIGHT	PROFESSIONAL SERVICES	801.000	172	2,142.40
12/02/2020	STANT	9520	DANIEL OROPEZA	MATERIALS AND SUPPLIES	726.000	301	450.00
Total for fund 101 GENERAL FUND							23,708.09

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CHECK DISBURSEMENT REPORT FOR CITY OF STANTON
CHECK DATE FROM 11/21/2020 - 12/04/2020

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 202 MAJOR STREET FUND							
12/01/2020	STANT	9517*	CITY OF STANTON	DUE TO PAYROLL CLEARING FUND	214.750	000	630.92
Total for fund 202 MAJOR STREET FUND							630.92

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 203 LOCAL STREET FUND							
12/01/2020	STANT	9517*	CITY OF STANTON	DUE TO PAYROLL CLEARING FUND	214.750	000	630.88
Total for fund 203 LOCAL STREET FUND							630.88

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 248 DOWNTOWN DEVELOPMENT							
12/01/2020	STANT	9502	BUSY BEE'S CUSTOM EMBRODIERY	MATERIALS AND SUPPLIES	726.000	000	36.00
Total for fund 248 DOWNTOWN DEVELOPMENT							36.00

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CHECK DISBURSEMENT REPORT FOR CITY OF STANTON
CHECK DATE FROM 11/21/2020 - 12/04/2020

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 590 SEWER FUND							
11/24/2020	STANT	9497*#	CONSUMERS ENERGY	300 W. WALNUT ST.	920.000	536	29.11
				507 W. MAIN	920.000	536	17.94
				507 W. MAIN ST.	920.000	536	191.00
				CHECK STANT 9497 TOTAL FOR FUND 590:			<u>238.05</u>
12/01/2020	STANT	9501	ABONMARCHE CONSULTANTS, INC	PROFESSIONAL SERVICES	801.000	536	356.25
12/01/2020	STANT	9506	FRONTIER	UTILITIES	920.000	536	310.69
12/01/2020	STANT	9511*#	QUILL	REPAIR, MAINTENANCE	775.000	536	14.00
12/01/2020	STANT	9517*	CITY OF STANTON	DUE TO PAYROLL CLEARING FUND	214.750	000	998.50
12/02/2020	STANT	9521*	MISS DIG SYSTEMS INC	PROFESSIONAL SERVICES	801.000	536	709.17
12/02/2020	STANT	9522*	PREIN & NEWHOF	PROFESSIONAL SERVICES	801.000	536	7,384.00
				SAMPLING	804.000	536	2,195.00
				CHECK STANT 9522 TOTAL FOR FUND 590:			<u>9,579.00</u>
				Total for fund 590 SEWER FUND			12,205.66

12/04/2020 10:29 AM
User: LBRAMAN
DB: Stanton

CHECK DISBURSEMENT REPORT FOR CITY OF STANTON
CHECK DATE FROM 11/21/2020 - 12/04/2020

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 591 WATER FUND							
11/24/2020	STANT	9498	STATE OF MICHIGAN	PROFESSIONAL SERVICES	801.000	536	1,300.05
12/01/2020	STANT	9504	STATE OF MICHIGAN	SAMPLING	804.000	536	32.00
12/01/2020	STANT	9505	ELHORN ENGINEERING	REPAIR, MAINTENANCE	775.000	536	287.00
12/01/2020	STANT	9511*#	QUILL	REPAIR, MAINTENANCE	775.000	536	14.00
12/01/2020	STANT	9515	VAN BRO'S IRRIGATION INC	REPAIR, MAINTENANCE	775.000	536	140.00
12/01/2020	STANT	9517*	CITY OF STANTON	DUE TO PAYROLL CLEARING FUND	214.750	000	998.44
12/02/2020	STANT	9521*	MISS DIG SYSTEMS INC	PROFESSIONAL SERVICES	801.000	536	709.17
12/02/2020	STANT	9522*	PREIN & NEWHOF	PROFESSIONAL SERVICES	801.000	536	3,426.50
				PROFESSIONAL SERVICES	801.000	536	426.95
				CHECK STANT 9522 TOTAL FOR FUND 591:			<u>3,853.45</u>
				Total for fund 591 WATER FUND			7,334.11

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 703 TAX ACCOUNT							
12/01/2020	TAX	3563	GENERAL FUND	GENERAL FUND	818.000	000	286.23
12/01/2020	TAX	3564	MONTCALM COUNTY TREASURER	COUNTY OPERATING 83.22, INT. 5.52	820.000	000	88.74
				SET 114.11, INT. 7.58	826.000	000	121.69
				CHECK TAX 3564 TOTAL FOR FUND 703:			<u>210.43</u>
				Total for fund 703 TAX ACCOUNT			496.66
			TOTAL - ALL FUNDS				45,042.32

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND

'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT



STANTON CITY POLICE DEPARTMENT

225 South Camburn Street

P.O. Box 449

Stanton, MI 48888

Tel. (989) 831-4440 Fax (989) 831-5756

NOVEMBER 2020 POLICE HIGHLIGHTS

Stanton Police Department responded to an aggravated assault/Domestic situation involving two subjects. The Michigan State Police later assisted and a K9 tract was implemented due to reasonable suspicion that suspect had tossed drugs prior to arrest. Drugs were later discovered/seized and sent to the crime lab to be analyzed. Pending additional charges.

Blight Enforcement has been both effective and efficient. Two properties this month have made immediate corrections after contact.

Animal Control has assisted Stanton Police Department on several occasions. A strict/zero tolerance policy will be implemented in the near future regarding the city animal ordinance.

Job Description/Posting for additional officers has been created and posted on Mcoles website. (Michigan Commission of Law Enforcement Standards)

November Police Report Statistics have shown a significant increase in criminal activity this month indicating a correlation between short staff issue and police patrol visibility

Sincerely,


Chief Destinee Bryce

Police Report 2020	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Yearly Total	2019
Alarms	2	0	0	1	1	0	0	3	4	3	0		14	11
Animal Complaints	0	1	0	1	1	0	0	3	1	4	4		15	20
Assists to EMS Fire LE	8	4	3	3	3	4	1	7	5	3	3		44	53
Assist To The Public 911 RAW	1	1	1	2	4	3	0	2	2	4	16		36	22
B&E and Attempted	0	1	0	0	0	0	2	2	0	0	0		5	1
Be On The Look Out	0	1	0	0	1	1	0	2	2	3	1		11	7
Car Accidents	0	1	0	0	0	1	1	2	0	2	2		9	23
Car Thefts	0	1	0	0	0	0	0	1	0	1	0		6	2
Check The Well Being	0	0	0	0	2	2	2	2	1	6	6		21	42
Child Custody Dispute	0	0	0	0	0	0	0	4	1	1	3		9	7
CPS and Sex Crime Cases	1	1	1	0	2	1	2	2	1	6	4		21	16
Civil Complaints	0	0	3	5	1	0	0	9	8	6	12		44	9
Disturbances	0	0	2	1	3	2	1	6	5	19	25		64	14
Destruction Of Property	0	0	0	0	0	0	0	0	1	1	1		3	9
Domestic Disturbance	1	0	2	1	0	1	1	4	4	7	6		27	29
Drug Complaints	0	0	0	0	1	0	0	1	2	6	8		18	0
Found and Lost Property	0	2	1	1	0	0	2	0	3	1	0		10	10
Harrasment	1	0	0	1	1	0	0	2	2	2	3		12	6
I.D. Theft	0	0	0	1	0	0	0	0	1	0	1		3	3
Liquor Liquor License Inspection	0	0	0	1	0	0	0	5	7	5	4		22	2
Fraud And Larceny	1	2	2	3	0	2	0	3	2	2	3		20	16
Mental Health Transports	1	0	1	0	0	1	0	0	0	0	1		4	6
Ordinance Violations	1	4	5	1	2	4	0	5	7	5	3		37	22
Ordinance Violation Tickets	0	0	0	0	1	0	0	2	2	6	2		13	8
Peddlers permit	0	0	0	0	0	0	0	0	0	0	1		1	3
PPO And Court Violations	0	1	0	0	0	1	0	0	0	2	3		7	3
Retail Fraud	0	0	0	0	1	0	1	2	1	1	4		10	3
Suicidal Subject	1	0	0	0	0	0	0	0	0	2	0		3	2
Suspicious Person	1	1	0	0	1	0	1	1	3	10	17		35	14
Suspicious Vehicle	1	0	1	0	0	1	0	2	2	5	2		14	4
Suspicious Situation	0	1	1	0	0	2	1	4	5	6	7		27	9
Threats	0	0	0	0	0	0	0	1	2	2	3		8	5
Trespassing Complaint	0	1	1	1	0	0	0	0	0	1	0		4	7
Traffic Complaints	4	1	4	6	9	2	3	5	2	3	2		41	36
Total	22	24	28	27	31	28	18	62	76	125	147		588	413
ROAD PATROL ACTIVITIES														
Patrol Miles	577	676	711	1204	961	1,038	843	982	1,098	1158	801		10,049	10,350
Property Inspections	98	132	57	139	86	88	46	28	32	86	59		851	1,215
Liquor Inspections	19	27	27	37	26	16	23	20	10	15	12		232	327
Traffic Stops	1	1	9	22	36	11	6	8	10	29	21		154	308
Verbal Warnings	4	10	8	16	31	9	6	11	10	23	15		143	98
Tickets	0	1	3	8	5	2	1	4	6	8	9		47	14
Cars Investigated	6	20	12	19	24	13	16	21	13	23	35		202	163
Subjects Investigated	5	11	16	17	29	16	11	22	24	52	43		246	171
Arrests	1	1	0	0	2	0	2	2	2	14	8		32	17



225 S Camburn St.

PO Box 449

Stanton MI 48888

Phone 989-831-4440 Fax 989-831-5756

12/8/2020

CASH SUMMARY BY ACCOUNTS FOR CITY OF STANTON
 FROM 11/1/2020 TO 11/30/2020
 FUNDS: 101, 703, 750
 CASH AND INVESTMENT ACCOUNTS

Fund		Beginning			Ending
Account	Description	Balance	Total	Total	Balance
		11/1/2020	Debits	Credits	11/30/2020
Fund 101 General Fund					
101-000-001	General Fund	\$663,798.19	\$40,640.72	\$41,085.53	\$664,243.00
202-000-001	Major Streets	\$415,439.73	\$3,882.52	\$12,905.52	\$424,462.73
203-000-001	Local Streets	\$301,969.25	\$1,468.83	\$5,215.80	\$305,716.22
590-000-001	Sewer Fund	\$369,533.33	\$6,118.59	\$22,529.69	\$385,944.43
591-000-001	Water Fund	\$488,255.60	\$6,283.30	\$21,290.45	\$503,262.75
	General Fund Total	\$2,238,996.10	\$58,393.96	\$103,026.99	\$2,283,629.13
Fund 703 Taxes					
703-000-001		\$3,812.64	\$2,077.86	\$496.68	\$2,231.46
Fund 750 Payroll					
750-000-001		\$5,216.93	\$26,746.35	\$26,761.62	\$5,232.20
	TOTAL – ALL FUNDS	\$2,248,025.67	\$87,218.17	\$130,285.29	\$2,291,092.79

Major Deposits

Date	Description	Amounts
11/04/20	State Revenue Sharing	\$29,106.00
11/04/20	Act 51 Funds	\$15,130.30
11/20/20	2020 8 th Property taxes	\$1,187.88
11/20/20	Charter Franchise Fee	\$4,955.91
11/30/20	SOM 2018 St. Project refund	\$2,711.56

Certificate of Deposits/chemflex/savings

Bank	Amounts
Isabella (4 CD'S)	\$561,603.39
Sidney (3 CD'S)	\$312,041.77
Chemical (6 CD'S)	\$352,484.87
Chemical (savings)	\$9,400.75
Isabella (savings)	\$100.25
Total	\$1,235,631.03

Reviewed by Lori Braman and Rachael Winnie

Bloom Sluggett, PC
Counselors & Attorneys

MEMORANDUM

TO: City of Stanton
FROM: Dave Eberle
DATE: December 4, 2020
RE: City of Stanton - City Manager Contract

Attached is the proposed City Manager (the “Manager”) employment agreement for Jacob Vanboxel (the “Agreement”). We have taken the draft agreement provided by Pivot Group¹ and tailored the terms to align with the City of Stanton Personnel Manual.² While the City Manager position is unique from other City employees, we have attempted to retain consistency in the terms of employment to the extent practicable. The City Commission should review the terms of the Agreement thoroughly.³

The terms of the Agreement and the nature of the City Manager’s employment differ most greatly from that of other City employees in the following ways:

- The duties of the City Manager are set forth in Ordinance No. 2011-218. (§2)
- The Manager will receive annual salary increases subject to a maximum salary cap of \$62,000. (§3)
- The Manager will be entitled to at least 20 vacation days per a fiscal year. There is no waiting period for the accrual of this benefit. (§4.1)
- The Manager will receive a monthly vehicle stipend of \$300 to cover the cost of using his personal vehicle for City business. (§4.9)
- The Manager will receive a City provided cell phone or a monthly cell phone stipend of \$50. (§4.10)
- The Manager will receive a City provided \$40,000 life insurance policy. (§4.13)
- The Manager is contractually guaranteed funding for certain continuing education opportunities. (§5)
- The City will provide the Manager with a bond in the same manner and amount as the Clerk and the Treasurer or any other bond required by law. (§7)
- Subject to certain exceptions, the City will defend, hold harmless, and indemnify the Manager 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 Manager’s good faith performance of his duties as City Manager. (§8)

¹ The draft appeared to be based on the ICMA template.

² We recommend amending the City of Stanton Personnel Manual to clarify under what circumstances the City Manager may serve has his own approval authority versus requiring approval by the Mayor or the City Commission.

³ Pivot Group should also review the terms of the Agreement to make sure they are consistent with what was negotiated.

- Unless separation is due to resignation, abandonment, or termination for cause, the Manager will be entitled to a severance package. (§11)

If the City Commission desires to move forward with the current Agreement, the following steps should be taken:

1. The Commission should approve the Agreement via resolution. Such approval should be subject to the terms of the resolution. The resolution should authorize the Mayor and the Clerk to sign on behalf of the City once the Agreement has been signed by Jacob Vanboxel.
2. Jacob Vanboxel should sign the Agreement.
3. The Mayor and the Clerk should sign the Agreement.
4. The date at the top of the Agreement should be the date the last person signs.
5. A copy of the Agreement and the resolution should be given to Jacob Vanboxel.
6. The original Agreement with an attached copy of the approving resolution should be retained by the City.

Please let me know if you have any questions or concerns regarding this matter.

CITY OF STANTON
CITY MANAGER EMPLOYMENT AGREEMENT

This Agreement is made and entered into December ____, 2020, by and between the City of Stanton, a Michigan home rule city (the “City”) and Jacob Vanboxel, an individual (the “Manager”) as follows:

Section 1. Employment

Effective January 1, 2021, Jacob Vanboxel is employed as the City Manager for the City of Stanton. The Manager is an exempt, regular, full-time, at-will employee and serves at the pleasure of the City Commission .

Section 2. Duties and Performance

The Manager will faithfully perform the duties of the City Manager as set forth in the City Charter, City Ordinances, City policies and regulations, and the laws of the state of Michigan. The Manager will perform his duties in a competent and professional manner.

Section 3. Compensation

1. The Manager’s annual base salary for the 2020-2021 fiscal year will be \$58,000. Such salary will be payable in the manner in which the salaries of other regular full-time City employees are paid.
2. Subject to paragraph 3 of this Section, the Manager’s salary will be adjusted annually starting in the 2021-2022 fiscal year based on the Bureau of Labor Statistics consumer price index (CPI) seasonally adjusted annualized rate (SAAR) for the previous 12 months as of January each year; however, there will be a minimum annual increase of at least \$1,200 per fiscal year with a maximum raise of 5% per year.
3. In no case will the Manager’s annual salary exceed \$62,000.

Section 4. Benefits

1. Vacation: The Manager will be entitled to paid vacation in accordance with the City of Stanton Personnel Manual, as amended; however, the Manager will be entitled to at least 20 vacation days per fiscal year. There is no waiting period for the accrual of the benefit.
2. Holidays: The Manager will be entitled to paid holidays in accordance with the City of Stanton Personnel Manual, as amended; however, there is no waiting period for the accrual of the benefit.
3. Paid Time Off: The Manager will be entitled to PTO in accordance with the City of Stanton Personnel Manual, as amended.

4. Bereavement Leave: The Manager will be entitled to bereavement leave in accordance with the City of Stanton Personnel Manual, as amended.
5. Election Leave: The Manager will be entitled to election leave in accordance with the City of Stanton Personnel Manual, as amended.
6. Military Leave of Absence: The Manager will be entitled to military leave of absence in accordance with the City of Stanton Personnel Manual, as amended.
7. Parental Leave: The Manager will be entitled to parental leave in accordance with the City of Stanton Personnel Manual, as amended.
8. Family & Medical Leave Act: The Manager will be entitled to FMLA in accordance with the City of Stanton Personnel Manual, as amended.
9. Vehicle Stipend: The Manager will be paid a monthly vehicle stipend of \$300 to cover the cost of using his personal vehicle for City business. The Manager will also be entitled to mileage in accordance with the City of Stanton Personnel Manual, as amended; however, mileage will not be provided for travel within the City limits or within a 30-mile radius.
10. Cellphone: At the Manager's option, the City will either provide the Manager with a cellphone (smartphone with model year no earlier than 2018) and plan or a stipend of \$50 per month to cover the costs associated with the Manager's personal cellphone being used for City business. If the City provides the Manager with a cellphone, the Manager will be entitled to a cellphone upgrade every 6 years (smartphone with model year within 2 years of the upgrade).
11. Longevity Bonus: The Manager will be entitled to the longevity bonus for regular full-time employees as stated in the City of Stanton Personnel Manual, as amended.
12. Health Insurance: The Manager will be entitled to health insurance in accordance with the City of Stanton Personnel Manual, as amended.
13. Life Insurance: The City will provide the Manager with a \$40,000 life insurance policy. Beneficiaries will be determined by the Manager. The policy will be of the City's choice and the City will cover the cost of monthly/ annual premiums. Such policy will not continue past the employment timeframe or severance period, if any. Same that is in place for all City Employees.
14. Retirement: The Manager will be entitled to retirement benefits in accordance with the City of Stanton Personnel Manual, as amended.

Section 5. Continuing Education & Professional Membership

Continuing education and professional membership expenses will be provided and paid in accordance with the City of Stanton Personnel Manual, as amended; however, the City will, at a minimum, pay for reasonable travel and lodging associated with the ICMA Annual Conference when located in the mid-west region, the Michigan Municipal League

Annual Convention and Capitol Conference, and the Michigan Municipal Executive's Association Winter Institute.

Section 6. Performance Evaluation

1. Orientation & Training Period: The Manager's orientation and training period will be conducted in accordance with the City of Stanton Personnel Manual, as amended; however, the Mayor will fill the role of "supervisor."
2. Annual Review: Following the initial orientation and training period, the City Commission will provide the Manager with an annual review. At a minimum, the annual review will be in writing and establish the goals and performance objectives desired to be achieved by the Manager.

Section 7. Bonding

The City will provide, at no expense to the Manager, a bond in the same manner and amount as the Clerk and the Treasurer or any other bond required by law.

Section 8. Indemnification

The City will defend, hold harmless, and indemnify the Manager 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 Manager's good faith performance of his duties as City Manager. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The foregoing does not apply to matters in which the Manager acted in bad faith or recklessly, is charged with the commission of a civil infraction, criminal offense, or for which the basis of liability is the commission of an intentional tort.

Section 9. Outside Employment

Outside employment is only permitted in accordance with the City of Stanton Personnel Manual, as amended; however, such employment must be approved in advance by the City Commission .

Section 10. Discipline & Separation of Employment

Discipline and separation of employment are governed by the City of Stanton Personnel Manual, as amended; however, the City Commission will serve as the Manager's supervisor and direct report as required. The Manager is employed on an at-will basis, and the City retains the right to terminate the Manager at any time for any reason, with or without cause.

Section 11. Severance

1. Unless separation is due to resignation, abandonment, or termination for cause, the Manager will be entitled to the following severance package: The Manager will be entitled to a severance equal to three months total compensation at the then current rate. Total compensation includes, but is not limited to, salary, vehicle allowance, cellphone allowance, life insurance, and health insurance. Monetary compensation will be paid in a lump sum unless otherwise requested by the Manager. Life insurance, health insurance, and other similar benefits, will not be paid out; rather, the Manager will remain on the City provided plans as if he were still employed for the duration of the severance period. Vacation, holiday, and any other leave will be paid out in accordance with the City of Stanton Personnel Manual, as amended.
2. The Manager will not be entitled to any severance if separation is due to resignation, abandonment, or terminated for cause. In such cases vacation, holiday, and any other leave will be paid out, if at all, in accordance with the City of Stanton Personnel Manual, as amended.

Section 12. City Policies

Except as otherwise stated in this Agreement, the terms of the Manager's employment will be governed by the City of Stanton Personnel Manual, as amended and other applicable City employment policies and procedures, as amended.

Section 13. Miscellaneous

1. Integration: This Agreement is completely and fully integrated, constituting the complete and entire agreement between the parties regarding its subject matter.
2. Severability: Any term, clause, sentence, or provision of this Agreement deemed invalid, void, or unenforceable by a court of competent jurisdiction is severable and does not affect the remaining terms, clauses, sentences or provisions of this Agreement.
3. Amendment: This Agreement may only be amended in a writing signed by both parties and approved by the City Commission .
4. Choice of Law: This Agreement is being executed and is intended to be performed in the state of Michigan and is to be construed and enforced in accordance with, and the rights of the parties are to be governed by, the laws thereof. Venue is in Montcalm County, Michigan.
5. Assignment: The Manager may not assign his duties, responsibilities, obligations, or rights under this Agreement.
6. Governmental Immunity: Nothing in this Agreement is intended to affect or limit in any way the City's immunity as afforded under the Governmental Liability for Negligence Act, Act No. 170 of Public Acts of 1964, as amended, or otherwise.

7. The terms of this Agreement are subject to City ordinance(s) regarding the duties, obligations, and employment of the City Manager.

(Intentionally left blank)

IN WITNESS WHEREOF, the parties execute this Agreement as of the day and year first above written.

CITY

By: Lori Williams
Its: Mayor

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

Acknowledged before me in _____ County, Michigan, on _____, 2020, by Lori Williams, who is personally known to me or who produced her driver’s licenses as identification.

* _____

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

(Intentionally left blank)

CITY

By: Lori Braman
Its: Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

Acknowledged before me in _____ County, Michigan, on _____, 2020, by Lori Braman, who is personally known to me or who produced her driver's licenses as identification.

* _____

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

(Intentionally left blank)

MANAGER

By: Jacob Vanboxel

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

Acknowledged before me in _____ County, Michigan, on _____, 2020, by Jacob Vanboxel, who is personally known to me or who produced his driver's licenses as identification.

* _____

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

(Intentionally left blank)

December 2, 2020
2200513

Ms. Lori Williams
City of Stanton
225 S. Camburn St.
Stanton, MI 48888

RE: Water Supply System Improvements, East Main Street

Dear Lori:

Please find enclosed for your use the Payment Application No. 1 for the subject project.

We have reviewed the work completed and recommend approval of Change Order No 1, Change Order No. 2-Final and Payment Application No. 1-Final to CL Trucking & Excavating, LLC. of Ionia Michigan in the amount of Forty-Four Thousand Five Hundred Sixty-Two and 82/100 Dollars (\$44,562.82).

Please call our office if you have any questions or need additional information.

Sincerely,

Prein&Newhof



Kevin E. Koster, P.E.

Enclosures: Payment Application No. 1-Final and Change Order No. 1, Change Order No. 2-Final

kek

Contractor's Application for Payment

Owner: <u>City of Stanton</u>	Owner's Project No.: _____
Engineer: <u>Prein&Newhof</u>	Engineer's Project No.: <u>2200513</u>
Contractor: <u>CL Trucking & Excavating</u>	Contractor's Project No.: _____
Project: <u>Water Supply System Improvements - East Main Street</u>	
Contract: _____	
Application No.: <u>1</u>	Application Date: <u>11/24/2020</u>
Application Period: From <u>11/2/2020</u>	to <u>11/24/2020</u>

1. Original Contract Price	\$	53,677.50
2. Net change by Change Orders	\$	(9,114.68)
3. Current Contract Price (Line 1 + Line 2)	\$	44,562.82
4. Total Work completed and materials stored to date (Column L Unit Price Total)	\$	44,562.82
5. Retainage		
a. <u>0.00</u> % X \$ <u>44,562.82</u> Work Completed	\$	-
b. _____ % X \$ <u>-</u> Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	44,562.82
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	44,562.82
9. Balance to finish, including retainage (Line 3 - Line 6)	\$	-

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: C L Trucking & Excavating, LLC

Signature: _____ **Date:** 12/02/2020

Recommended by Engineer	Approved by Owner
By: <u>Kevin Koster</u>	By: _____
Title: <u>Civil Engineer</u>	Title: _____
Date: <u>12/8/2020</u>	Date: _____
Approved by Funding Agency (if applicable)	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Stanton	Owner's Project No.:	
Engineer:	Prein&Newhof	Engineer's Project No.:	2200513
Contractor:	CL Trucking & Excavating	Contractor's Project No.:	
Project:	Water Supply System Improvements - East Main Street		
Contract:			

Application No.: 1 **Application Period:** From 11/02/20 to 11/24/20 **Application Date:** 11/24/20

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Work Completed		Quantity From Previous Application	\$ From Previous Application (\$)	Total Quantity (G + I)	Total Paid to Date (K X E) (\$)
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (G X E) (\$)				
Original Contract											
1	Mobilization, Max \$4,000	1	LS	4,000.00	4,000.00	1.00	4,000.00	0.00	0.00	1.00	4,000.00
2	Tree, Rem 8 inch to 36 inch	8	EA	200.00	1,600.00	0.00	0.00	0.00	0.00	0.00	0.00
3	Clearing	0.1	Acre	5,000.00	500.00	0.01	55.00	0.00	0.00	0.01	55.00
4	Pavt, Rem,	115	SYD	7.50	862.50	12.80	96.00	0.00	0.00	12.80	96.00
5	Water Serv, Long	7	EA	4,300.00	30,100.00	7.00	30,100.00	0.00	0.00	7.00	30,100.00
6	Abandon existing watermain	1	LS	750.00	750.00	1.00	750.00	0.00	0.00	1.00	750.00
7	Subbase, CIP	25	CYD	20.00	500.00	3.00	60.00	0.00	0.00	3.00	60.00
8	Shoulder CI II, 8 inch	60	SYD	12.00	720.00	0.00	0.00	0.00	0.00	0.00	0.00
9	Approach CI I, 6 inch	210	SYD	8.50	1,785.00	0.00	0.00	0.00	0.00	0.00	0.00
10	Driveway, Nonreinforced Conc, 6 inch	115	SYD	45.00	5,175.00	0.00	0.00	0.00	0.00	0.00	0.00
11	Turf Restoration	250	LF	15.00	3,750.00	220.00	3,300.00	0.00	0.00	220.00	3,300.00
12	Soil Erosion and Sedimentation Control	1	LS	500.00	500.00	1.00	500.00	0.00	0.00	1.00	500.00
13	Traffic Control	1	LS	3,435.00	3,435.00	1.00	3,435.00	0.00	0.00	1.00	3,435.00
					-	0.00	0.00	0.00	0.00	0.00	0.00
Original Contract Totals					\$ 53,677.50		\$ 42,296.00		\$ -	0%	\$ 42,296.00
Change Orders											
1	New Casting	1.00	LS	679.52	679.52	1.00	679.52	0.00	0.00	1.00	679.52
2	Asphlat Placement	1.00	LS	1,587.30	1,587.30	1.00	1,587.30	0.00	0.00	1.00	1,587.30
					-	0.00	0.00	0.00	0.00	0.00	0.00
					-	0.00	0.00	0.00	0.00	0.00	0.00
Change Order Totals					\$ 2,266.82		\$ 2,266.82		\$ -		\$ 2,266.82
Original Contract and Change Orders											
Project Totals					\$ 55,944.32		\$ 44,562.82		\$ -		\$ 44,562.82

Change Order

No. 1

Date of Issuance: December 8, 2020

Effective Date: December 8, 2020

Project: Water Supply System Improvements - East Main S	Owner: City of Stanton	Owner's Contract No.:
Contract:	Engineer: Prein&Newhof	Date of Contract: August 26, 2020
Contractor: CL Trucking & Excavating LLC	Contractor's Project No.:	Engineer's Project No.: 2200513

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments (List documents supporting change):

See Attached Detail Sheet

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 53,677.50

[Increase] [**Decrease**] from previously approved
Change Orders No. - to No. - :

\$ 0.00

Contract Price prior to this Change Order:

\$ 53,677.50

[Increase] [**Decrease**] of this Change Order:

\$ 2,266.82

Contract Price incorporating this Change Order:

\$ 55,944.32

CHANGE IN CONTRACT TIMES:

[note changes in Milestones if applicable]

Original Contract Times (days or dates): _____

Substantial Completion (days or dates): _____

Ready for Final Payment (days or dates): _____

[Increase] [**Decrease**] from previously approved Change
Orders No. to No. :

Substantial Completion (days or dates): _____

Ready for Final Payment (days or dates): _____

Contract Times prior to this Change Order:

Substantial Completion (days or dates): _____

Ready for Final Payment (days or dates): _____

[Increase] [**Decrease**] of this Change Order:

Substantial Completion (days or dates): _____

Ready for Final Payment (days or dates): _____

Contract Times with all approved Change Orders

Substantial Completion (days or dates): _____

Ready for Final Payment (days or dates): _____

RECOMMENDED:

By: Kevin Koster
Engineer (if required)

Title: Civil Engineer

Date: 12/8/2020

ACCEPTED:

By: _____
Owner (Authorized Signature)

Title: _____

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Title: Member / Manager

Date: 12/02/2020

Approved by Funding Agency (if applicable):

By: _____ Date: _____

Title: _____

EJCDC® C-941, Change Order.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Change Order

For (project): Water Supply System Improvements - East Main Street						Change No. 1	
From (Contractor): CL Trucking & Excavating LLC						Date: December 8, 2020	
ITEM		VALUE				CHANGE	
Item No.	Description of Change	Quantity Change	Unit	Unit Price	Total Value	Decrease in Contract Price	Increase in Contract Price
1	New Casting	1	LS	\$679.52	\$679.52		679.52
2	Asphalt Placement	1	LS	\$1,587.30	\$1,587.30		1,587.30
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
Change Totals							\$2,266.82
Net Change In Contract Price							\$2,266.82

Change Order

No. 2

Date of Issuance: December 8, 2020

Effective Date: December 8, 2020

Project: Water Supply System Improvements - East Main S	Owner: City of Stanton	Owner's Contract No.:
Contract:	Engineer: Prein&Newhof	Date of Contract: August 26, 2020
Contractor: CL Trucking & Excavating LLC	Contractor's Project No.:	Engineer's Project No.: 2200513

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments (List documents supporting change):

See Attached Detail Sheet

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES: <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>53,677.50</u>	Original Contract Times (days or dates): _____ Substantial Completion (days or dates): _____ Ready for Final Payment (days or dates): _____
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ <u>2,266.82</u>	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____ : Substantial Completion (days or dates): _____ Ready for Final Payment (days or dates): _____
Contract Price prior to this Change Order: \$ <u>55,944.32</u>	Contract Times prior to this Change Order: Substantial Completion (days or dates): _____ Ready for Final Payment (days or dates): _____
[Increase] [Decrease] of this Change Order: \$ <u>-11,381.50</u>	[Increase] [Decrease] of this Change Order: Substantial Completion (days or dates): _____ Ready for Final Payment (days or dates): _____
Contract Price incorporating this Change Order: \$ <u>44,562.82</u>	Contract Times with all approved Change Orders Substantial Completion (days or dates): _____ Ready for Final Payment (days or dates): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Kevin Koster</u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>Civil Engineer</u>	Title: _____	Title: <u>Chad Listerman, Member / Manager</u>
Date: <u>12/8/2020</u>	Date: _____	Date: <u>12/02/2020</u>

Approved by Funding Agency (if applicable):

By: _____ Date: _____

Title: _____

Change Order

For (project): Water Supply System Improvements - East Main Street						Change No. 2	
From (Contractor): CL Trucking & Excavating LLC						Date: December 8, 2020	
ITEM		VALUE				CHANGE	
Item No.	Description of Change	Quantity Change	Unit	Unit Price	Total Value	Decrease in Contract Price	Increase in Contract Price
1	Mobilization, Max \$4,000		LS	\$4,000.00			
2	Tree, Rem 8 inch to 36 inch	-8	LS	\$200.00	-\$1,600.00	1,600.00	
3	Clearing	-0.089	LS	\$5,000.00	-\$445.00	445.00	
4	Pavt, Rem,	-102.2	LS	\$7.50	-\$766.50	766.50	
5	Water Serv, Long		LFT	\$4,300.00			
6	Abandon existing watermain		SYD	\$75.00			
7	Subbase, CIP	-22	SYD	\$20.00	-\$440.00	440.00	
8	Shoulder C1 II, 8 inch	-60	SYD	\$12.00	-\$720.00	720.00	
9	Approach C1 I, 6 inch	-210	LFT	\$8.50	-\$1,785.00	1,785.00	
10	Driveway, Nonreinforced Conc, 6 inch	-115	LFT	\$45.00	-\$5,175.00	5,175.00	
11	Turf Restoration	-30	LFT	\$15.00	-\$450.00	450.00	
12	Soil Erosion and Sedimentation Control		LFT	\$500.00			
13	Traffic Control		EACH	\$3,435.00			
Change Totals						\$11,381.50	

Change Order

Net Change In Contract Price	-\$11,381.50
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