



SPECIAL COUNCIL MEETING
TUESDAY, FEBRUARY 1, 2022
5:30 P.M.
AGENDA

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. NEW BUSINESS
 - A. Police Car
 - B. ARPA Funds
 - C. Village Manager Contract
 - D. Village Manager 2 Year Evaluation
4. PUBLIC COMMENTS
5. ANNOUNCEMENTS/INFORMATION
6. ADJOURNMENT

47 Cole St

Quincy

Michigan

49082

517.639.9065

www.Quincy-MI.org



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VEHICLE DESCRIPTION
POLICE INTERCEPTOR NC A03150
 EXTERIOR ACARAT BLACK METALLIC
 INTERIOR BEYOND CLOTH FRT/VINYL REAR

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- 18" HD STEEL WHEELS
 - 256/818 AS BSWS
 - POLICE THIRDS
 - GLASS IN HIGH RECEIVER
 - DUAL POWER MIRRORS
 - FULL SIZE 18" SPARE W/TPMS
 - HEADLAMPS - AUTO LED
 - LOW BEAM LED WIG-WAG
 - HOUSING IN LED WIG-WAG
 - MET LOCKS (DR/PASS/LOCK)
 - PRIVACY GLASS 2ND/3RD ROW
- INTERIOR**
- UNIVERSAL TOP TRAY
 - FUNCTIONAL
 - AM/FM/MP3/BLUETOOTH & USB
 - COLUMN MOUNTED SHIFTER
 - ENGINE OIL COOLER
 - FORD TELEMATICS™
 - FULL-TIME ALL WHEEL DRIVE SYSTEM
 - HEAVY DUTY SUSPENSION
 - HEAVY-DUTY 80-AMP BATTERY
 - RITENOR™ FRONT LIFEGATE
 - POLICE BRACKETS - 4 W/HL DISC
 - W/ABS & TRACTION CONTROL
 - POWER STEERING WEAPAS
 - REAR VIEW CAMERA
- EXTERIOR**
- TRANSMISSION-OIL COOLER
 - SAFETY SECURITY
 - 76 MPH REAR-CRASH TESTED
 - ADVANCED TRACK W/HT HSSC
 - AIRBAGS - FRONT AND SIDE
 - AIRBAGS - SAFETY ALERT SIS
 - TIRE PRESSURE MONITOR SIS
 - THE PRESURE MONITOR SIS
- EXTERIOR**
- WABAR™ TAIL BUMPER-TO-BUMPER WARRANTY
 - 5 YEAR/60K MILE POWERTRAIN CARE EXTENDED SERVICE PLAN (ZERO DEDUCTIBLE)

INCLUDED ON THIS VEHICLE (MSRP)

EQUIPMENT GROUP 800A

OPTIONAL EQUIPMENT/OTHER

1022-4130M729271M1	NO CHARGE
AWMTR STEER0	3,480.00
3.9L 174CI V6 FVW ENGINE	NO CHARGE
10- SPEED AUTO TRANSMISSION	180.00
HID FLOODING W/ HAND INOPERABLE	80.00
CHARGED LOCKER LAMP - RED/WHITE	NO CHARGE
REAR ALARM ON/LOCK	NO CHARGE
REAR STATE DEPENDENT	NO CHARGE
COURTESY LAMP DISABLE	25.00
SPOT LAMP LED DR - W/HELM	420.00
POWER MIRROR/PROTECTOR/HEATED	80.00
KEYED ALIKE - KEY CODE J	80.00
REAR LIGHTING SOLUTION	465.00
PERIMETER ALERT	NO CHARGE
REAR DR HAND AND LOCKS INOPR	675.00
DEFLECTOR PLATE	335.00
PRE-COLLISION ASSIST	145.00
REVERSE SENSING SYSTEM	275.00
FLEX-FUEL CAPABILITY	

EDGE INFORMATION

BASE PRICE	\$40,960.00
TOTAL OPTIONS/OTHER	570.00
TOTAL VEHICLE & OPTIONS/OTHER	40,110.00
DESTINATION & DELIVERY	1,245.00

TOTAL MSRP \$41,655.00

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

SPECIAL ORDER

MI241 N FB 2X 215 003451 11 24 21

EPA Fuel Economy and Environment DOT

Fuel Economy

19 MPG
 combined city/hwy

City 17, Highway 23, Combined 19

Standard SUVs range from 14 to 105 MPG. The best vehicle rates 142 MPG. Values are based on gasoline and do not reflect performance and ratings based on E85.

\$2,750 more in fuel costs over 5 years compared to the average new vehicle.

Smog Rating (tailpipe only)

Best 10, 6, 1, 10

Annual fuel cost **\$1,850**

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

Best 10, 6, 1, 10

This vehicle emits 483 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions. Learn more at fuelconomy.gov.

fuelconomy.gov

Calculate personalized estimates and compare vehicles

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score **Not Rated**

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal	Driver	Not Rated
Crash	Passenger	Not Rated
Side	Front seat	★★★★★
Crash	Rear seat	★★★★★

Based on the risk of injury in a side impact. ★★★★★

Rollover

Based on the risk of rollover in a single-vehicle crash. ★★★★★

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236

1FM3TGA8N8GA03150

Ford PROTECT

Smartphone QR Code

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The modern is active and sending vehicle data (e.g. diagnostics) to Ford. See in-vehicle settings for connectivity options.

FordPass Connect™ service and FordPass™ App required for certain remote features (see app store for more information). Connected services are available only when your vehicle is online. Cellular service may affect functionality and availability of functions. Usage and data rates may vary. See your local Ford website for our privacy policy.

Visit on Ford Protect. The only extended service plan fully backed by Ford and approved at every Ford dealer or visit www.FordProtect.com.

Scan QR code to activate FordPass Connect™ service and FordPass™ App. See your local Ford website for more information.

36,689.40 TOTAL

01/22/2022

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EMPLOYMENT AGREEMENT

This Agreement is made effective as of February 1, 2022, between the VILLAGE OF QUINCY, STATE OF MICHIGAN, a municipal corporation of Branch County, Michigan, hereinafter referred to as "Village", and BRITTANY BUTLER, hereinafter referred to as "Employee". The parties agree as follows:

- I. The Village desires to employ the services of the Employee as Village Manager of the Village of Quincy as provided by Charter and Section 30.03 of the Codified Ordinances of the Village of Quincy.
2. Employee desires to accept employment as the Village Manager of said Village.

WHEREFORE, in consideration of the agreements and covenants set forth below, the parties agree as follows:

1. Duties.
 - a. The Village hereby agrees to employ the Employee as the Village Manager of the Village of Quincy to perform the functions and duties specified in the General Law Act Village Charter, being Public Act 3 of 1895, as amended, also known as MCL 61.1, et seq., as well as the Quincy Village Charter, and Section 30.03 of the Codified Ordinances of the Village of Quincy. Employee shall perform the duties as set forth therein, as well as any other legally permissible and proper duties and functions as the Village Council shall from time to time direct.
 - b. The Village Council and the Employee will define such goals and objectives as they determine necessary for the proper operation of the Village and shall prioritize the goals and objectives. During the term of this, initial, contract, those goals and objectives shall be defined and reviewed on a **three, six and 12 month basis**.
2. Term.
 - a. The term of this contract shall be one year, beginning on February 1, 2022 and ending on January 31, 2023, unless earlier terminated by either party under the provisions of the contract.
 - b. The Employee agrees to remain in exclusive employ of the Village until the Village or Employee exercise the termination clause in section 3.



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- c. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Village Council to terminate the services of the Employee at any time, subject only to the provisions of this Agreement, the Village Charter, the State Statutory Village Charter and Section 30.03 of the Codified Ordinances of the Village of Quincy. It is specifically understood and agreed by and between the parties that the Village shall have the right and power to terminate the services of the Employee at any time during the term of the Agreement, if, in the sole discretion of the Village, the Employee no longer serves at the Village's pleasure. It is further understood and agreed by and between the parties, however, that in the event the services of the Employee are terminated solely for the reason that the Employee no longer serves at the Village's pleasure, the Employee shall be entitled to a lump sum cash payment as hereinafter provided.
- d. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position within the Village, subject only to the provisions set forth in Section 3, paragraph d. of this Agreement.
- e. In the event written notice is not given by either party to this Agreement sixty days prior to the termination date as hereinbefore provided, then this Agreement shall continue thereafter for one year periods.

3. Termination and Severance Pay.

- a. The parties agree that the Employee may be terminated only by a supermajority of the Village Council, which supermajority shall be defined as being a minimum of 5 affirmative votes from all Council members. A simple majority, whether the Council, or those present and voting shall not be sufficient for termination.
- b. In the event the Employee is terminated by the Village Council before the expiration of the term of employment or any period of continuation thereof solely for the reason that the Employee no longer serves at the Village's pleasure and if during such time the Employee is willing and able to perform the duties of the Village Manager, then, in that event, the Village agrees to pay the Employee a lump sum cash payment equal to one month of base salary and the cost of insurance for the same 1 month.
- c. In the event the Employee is terminated by the Village Council before the expiration of the aforesaid term of employment for misconduct arising out of:
 - (i) repeated neglect and continuous inattention to duty or continuous absence from work not caused by illness or injury;
 - (ii) the endorsement of a recommendation to Council, on a matter in which the Employee stands to derive personal financial gain, without full and timely disclosure of said personal interest or profit to be derived therefrom;
 - (iii) the non-performance of duties, mandated by the Village Charter, Section 30.03 of the Codified Ordinances of the Village of Quincy, or statutory law, or deliberately withholding of the Employee's performance of such duties or service;
 - (iv) deliberate or deceitful falsification of public records, or misrepresentation to the Council with the intent to defraud;
 - (v) the conviction of a high misdemeanor or felony involving moral turpitude;
 - (vi) for any reason specified by law for the removal of a Village officer by the Governor;

- (vii) or violation of any of the stipulations and agreements contained in this Agreement, then said Employee shall not be entitled to any lump sum cash payment.
- d. In the event the Employee voluntarily resigns or retires from her position with the Village before the expiration of the aforesaid term of employment, then the Employee shall give the Village at least thirty (30) days written notice of this intention to resign or retire prior to the submission of said resignation or notice of retirement. The Employee shall not be entitled to the lump sum cash payment hereinbefore provided in the event of resignation or retirement.
- e. This Agreement may be terminated at any time by the mutual written consent of the parties. In the event of such mutually agreeable termination, then the parties hereto shall immediately be released from all obligations hereunder and further shall give and waive all rights, privileges and benefits hereunder.

4. Salary.

- a. The Village agrees to pay the Employee for her services rendered as follows:
 - (i) From February 1, 2022 through January 31, 2023, the sum of \$66,000.00;
- b. Other benefits.
 - (i) Employee shall be entitled to participation in the insurance program, which currently provides medical, dental, and optical coverage. Employee's participation shall be in accord with and consistent with the current offering by the Village for its other employees;
 - (ii) The Employee shall be eligible for participation in the retirement program as established by the Village. Employee shall be entitled to payments on his behalf from the Village; consistent with those made for other supervisory personnel. Currently the Village pays 6% of gross wages to said Plan. Employee shall be entitled to make contributions to said Plan in accordance with the terms of the retirement plan as currently adopted.
 - (iii) The parties acknowledge that the Village grants PTO (Personal Time Off) to its employees, in lieu of vacation or sick time. This time is granted on a calendar year basis. It is hereby further agreed that the Employee shall be entitled to PTO at the amount indicated in the employee handbook for the years the employee has served.
 - (iv) After the Employee has completed three months of service, the Village will provide at least \$3,000.00 per fiscal year for tuition reimbursement.
 - (v) The Village will provide a \$50 per month reimbursement for cell phone use to the employee.
- c. In addition, the Village may increase said base salary and/or other benefits of the Employee in such amounts and to such an extent as the Village Council may determine desirable on the basis of any annual salary and job performance review of said Employee by resolution or contract with the Employee to be made at the same time as similar consideration is given to other employees generally.

5. Dues, Subscriptions, Professional Development and Expenses.
 - a. It is understood and agreed between the parties that the Employee may participate in the International City Manager's Association and the State chapter thereof, including serving as an officer of such organizations. The Employee may further participate in such other national, regional, state and local associations and organizations as the Village and the Employee may agree from time to time for the continued professional growth and advancement of the Employee and for the good of the Village. The Village shall budget and pay the professional dues and subscriptions of the Employee necessary for participation in such approved organizations.
 - b. The Village further agrees to budget and pay the travel and subsistence expenses of the Employee for attendance at conference and meetings of such other national, regional, state or local associations and organizations as the Village and Employee may agree from time to time. It is further understood and agreed between the parties that the Village shall budget and pay for the travel and subsistence expenses of the Employee for all courses, institutes and seminars necessary for Employee's professional development and for the good of the Village as agreed upon from time to time between the Employee and the Village.
 - c. The Village recognizes that certain expenses of a non-personal and job affiliated nature incurred by the Village Manager and hereby agrees to reimburse or pay Council approved expenses that may include other general costs related to the effective completion of the Village Manager's duty upon receipt of duly executed expenses or petty cash vouchers, receipts, statements, or personal affidavits, which said documentation is to be provided by the Employee on a weekly basis.

6. Other Terms and Conditions of Employment.
 - a. The Village Manager's position is considered exempt per FLSA regulations.
 - b. The Village Council shall fix any other terms and conditions of employment, as it may determine from time to time, relating to the functions and duties of the Village Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Village Charter and Ordinances, or any other law.
 - c. The Employee shall devote time, as needed or directed by Council to carry out the duties of the position and provided for the effective implementation of the programs and services of the Village.
 - d. All provisions of the Village Charter and Ordinances, and regulations and rules of the Village relating to the vacation and sick leave, holidays, and other benefits and working conditions as they now exist or hereafter may exist shall apply to the Employee as they would to other employees of the Village, except as otherwise provided herein.
 - e. The Employee shall be subject to all provisions of the Employee Handbook and policies of the Village.
 - f. During the term of this contract, the Employee shall be evaluated at or around the three, six and 12 month anniversary dates of the contract. Unless the Employee expressly requests otherwise, in writing, the evaluation of the Employee shall be conducted in executive session of the governing body and shall be considered confidential to the extent permitted by law. The evaluation shall be based upon the goals and objectives set by the Council and Employee; the performance of the Employee as administrator, staff supervisor and program leader, and any other

criteria deemed appropriate by the Council. The Council may develop its own evaluation tool and may seek input from employees, or the public.

7. Vacation and Sick Leave.
 - a. Employee will keep all credits previously earned or accumulated, which are currently on account, toward PTO, up to the maximum allowed. The Employee shall accrue PTO according to the provisions of Section 4) b) (iii). Such PTO shall be subject to the policies in place from the Village for non-union personnel.
 - b. If the Employee is disabled for four (4) weeks beyond accrued PTO leave, Employee/Village shall have the option to terminate this Agreement, subject to severance pay provisions.
8. Residency. The Employee hereby agrees to remain a resident of the area, in conformance with the permissible requirements under Michigan State law.
9. General Provisions.
 - a. The text of the Agreement shall constitute the entire agreement between the parties and shall not be modified except in writing signed by both parties.
 - b. This Agreement shall become effective commencing February 1, 2022, upon which date it will immediately terminate any other existing Employment Agreement, between the Village and the Employee.
 - c. If any provision or any portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year first above written.

WITNESSES:

VILLAGE OF QUINCY

Nick Loomis
Its: President

WITNESSES:

EMPLOYEE:

Brittany Butler