CITY OF SCOTTVILLE COMMISSION MEETING AGENDA

1582nd Regular Meeting Monday December 2, 2024

Senior Center 140 S. Main St. Scottville MI 49454

- 1. Call to Order at 6:00 PM
- 2. Pledge of Allegiance
- 3. Roll Call
- 4. Additions to the Agenda
- 5. Approval of Agenda
- 6. Approval of the Consent Agenda

Consent Agenda items are considered routine by the Commission and will be enacted by one motion. There will be no separate discussion of these items. If discussion of an item is required, it will be removed from the Consent Agenda and considered separately.

- A. Approval of 1581st Regular Meeting Minutes
- B. Approval of Bills \$17,920.29

7. Public Comment

Those addressing Commission are asked to provide their name and address and will be limited to two minutes of speaking time. The Commission will hear all comments pertaining to agenda items only.

- 8. Correspondence-
- 9. Department Reports
 - a. City Manager
 - b. Police Chief
 - c. City Attorney
 - d. Mayor
 - e. Treasurer/Clerk
 - f. Assessor
 - g. Department of Public Works
 - h. Committee Reports
 - i. Mason County Commissioner Representative
 - j. MCRFA Representative
 - k. DDA Representative
- 10. Unfinished Business
 - a. Adoption of Ordinance 24-06 Residential Rental Inspection Regulations
 - b. City Manager Work Agreement
- 11. New Business
 - a. Partial Term Commission Appointment
 - b. Full Term Commission Appointment
 - c. DDA Member Appointment
- 12. Public Comment

Those addressing Commission are asked to provide their name and address and will be limited to three minutes of speaking time. Commission will hear all comments for future consideration but will not have a response at this time. Letters submitted to Commission will not be publicly read. Thank you for your cooperation.

- 13. Commissioner Comment
- 14. Adjournment

OFFICIAL PROCEEDINGS OF THE CITY COMMISSION OF THE CITY OF SCOTTVILLE, MICHIGAN.

The 1581st Regular Commission meeting of the Scottville City Commission held at Scottville Area Senior Center 140 S. Main St on November 25, 2024.

Called to order at 6pm by Mayor Pro-Tem Randall Wyman.

Present at Roll Call:

Copenhaver

Jensen

Thue

Wyman

Absent: Spore

Motion, by Copenhaver with support from Thue to excuse Mayor Dixie Spore's absence with prior notice.

Motion carried

Also in attendance: Interim City Manager Goodlein, Attorney Nettleton, & Clerk Lester Additions/Deletions to Agenda-

Approval of Agenda

Motion, by Copenhaver with support from Thue to approve the agenda as presented. Motion carried.

Approval of Consent Agenda

Motion, by Jensen support from Copenhaver to approve the consent agenda with updated summary and total of bills to be paid.

Motion carried.

Public Comment (Agenda Items Only, 2 minutes)

Tom Rotta

Correspondence- Annual audit presentation by Melissa Beal and Eric Van Dop of Brickley&Delong. **Department Reports**

- a. City Manager- Pre meeting notes provided by Goodlein.
- b. <u>Police Department-</u> Statistical report provided by Skinner, request for volunteers at the "Family Affair" event held at MCC in the Spring.
- c. Mayor-N/A
- d. Attorney-N/A
- e. <u>Treasurer/Clerk-</u> Canvass of Votes for the 2024 November General Election provided by Lester
- f. DPW-N/A
- g. Assessor-
- h. Committee Reports-

Ordinance

- i. <u>Mason County Commissioner Representative-</u> Hull provided an update on the CHILL grant applications. County now looking to hire local contractors to perform work approved through CHILL applications. Will meet 6pm 12/2/24 at the airport.
- j. <u>MCRFA Representative</u>- Dale Goodrich attended to introduce himself as the new Administrative Executive for the MCRFA.

k. <u>DDA Representative-</u> Knowles present to provide an update on the Optimist Park project. Bid opening for engineer services with project manager Steven M. Bishop of Fleis & Vandenbrink 12/12/24 at 2pm at City Hall.

Unfinished Business

a. Adoption of Ordinance 24-04- Self Storage Facilities in Highway Commercial Zone

Motion, by Copenhaver with support from Jensen to approve the adoption of Ordinance 24-04, permitting self-storage facilities in the highway commercial district.

Roll call vote:

Yes: DC, RJ & RW

No: ET

Absent: DS

*City of Scottville charter requires a minimum of 4 yes votes to adopt an ordinance on behalf of the residents, for which in case Ordinance 24-04 DOES NOT PASS.

b. Adoption of Ordinance 24-05- Prohibition of Ingress/Egress on the Riverbank at Riverside Park.

Roll Call Vote:

Yes: DC, RW, ET & RJ

No: None Absent: DS Motion carried. Ordinance Passes.

New Business-

a. Regular Commission 2025 Meeting Dates-Resolution 24-19

Motion, by Copenhaver with support from Jensen to approve Resolution 24-19 to establish Regular Commission meeting dates for 2025 as presented.

Roll call vote:

Yes: RW, DC, & RJ

No: ET Absent: DS Motion carried.

b. Planning Commission 2025 Meeting Dates- Resolution 24-20

Motion, by Thue with support from Jensen to approve Resolution 24-20 to establish Planning Commission meeting dates for 2025 as presented.

Roll call vote

Yes: RW, DC, RJ & ET

No: None Absent: DS Motion carried.

c. Parks & Recreation Board 2025 Meeting Dates- Resolution 24-21

Motion, by Jensen with support from Thue to approve Resolution 24-21 to establish Parks & Recreation Board meeting dates for 2025 as presented.

Roll call vote

Yes: RW, DC, RJ & ET

No: None Absent: DS Motion carried.

d. Downtown Development Authority Board Meeting Dates- Resolution 24-22

Motion, by Jensen with support from Thue to approve Resolution 24-22 to establish Downtown Development Authority Board meeting dates for 2025.

Yes: RW, DC, RJ & ET

No: None Absent: DS Motion carried.

Public Comment-

Katrina Skinner Donald Pasco Sonja Ratliff Kei Steffes

Commissioner Comment-

-Wyman thanked those who have made donations be it time or of monetary value to preparation of the Christmas parade.

Dixie Spore, Mayor

Adjournment-

Kelse Lester, Clerk

Motion, by Wyman with support from Cope	enhaver to adjourn.
Motion Carried 640pm.	

SCOTTVILLE INVOICE REGISTER FOR CITY OF SCOTTVILLE

EXP CHECK RUN DATES 11/26/2024 - 12/02/2024 POSTED AND UNPOSTED OPEN AND PAID - CHECK TYPE: PAPER CHECK

Invoice Number	Vendor Name	Description	Bank Account	Inv Amt
22925	ADAMS KENNETH & KRISTY	WATER HOOK WESLEYAN CHURCH	POOL	650.00
37	HARBOR DESIGN	PLANS OPTIMIST BUILDING SITE	POOL	400.00
2403	MOW TIME	MOWING	POOL	610.00
242412	EARLEPRESS INC	DPW WORK ORDERS	POOL	195.00
11-22-24	GOODLEIN, CLARENCE	POSTAGE POLICE DEPT	POOL	19.36
202165651779	CONSUMERS ENERGY	103 N MAIN	POOL	171.80
287039977146×1119202	AT & T MOBILITY	PHONE	P00L	299.77
70554	FLEIS & VANDENBRINK ENGINEERING INC	2024 PROJECT 864020	POOL	15,555.00
11-26-24	GOODLEIN, CLARENCE	POSTAGE POLICE	POOL	19.36
Report Total:			•	17,920.29

11/26/2024 03:10 PM

City of Scottville Assessor Report November 2024

Assessor completed standard paperwork processing: Deeds, Property Transfer Affidavits, Principal Residence Exemptions, address updates.

Assessor completed property verification paperwork for the County Treasurer on 11/19. County Treasurer requested property addresses and owner information including names and mailing addresses.

The next Board of Review meeting is Tuesday, December 10^{th} at 8:15am. Assessor has not received any petitions.

The City is in need of Board of Review members.

CITY OF SCOTTVILLE **MEMORANDUM**

Mayor Dixie Spore and Members of the Scottville City Commission To:

ity Manager Clarence E. Goodlein, Interin From:

Consideration of Enactment of an Ordinance Amending §154.02 of Chapter 154 of Title

XV of the Code of Ordinances of the City of Scottville – The Residential Rental Property

Regulations

December 02, 2024

Date:

Subject:

Background: At its October 16, 2024 meeting, the Ordinance and Public Safety Committee received communication from the City Attorney concerning an amendment to the Residential Rental Property Regulations found in the City of Scottville's Code of Ordinances and that pertained to its definitions of Family Member and Rental Dwelling. Subsequently, the Committee discussed that communication and decided on criteria for each of these definitions. In this regard, the Committee decided that the definition of Family Member should be defined as "... a parent, grandparent, child or grandchild of the owner of the dwelling related by blood, adoption, or marriage" and that the definition of Rental Dwelling should be defined as "... any dwelling not occupied by the property owner or any family member(s), as defined by this Chapter. The owner of a dwelling occupied by any family member(s), as defined by this Chapter, shall annually file a non-rental affidavit with the City so as to have the dwelling be exempt from the requirements of this Chapter". It was the decision of the Ordinance and Public Safety Committee that these definitions would best serve both the purpose of the Residential Rental Property Regulations' Ordinance and the good of the community and that the Committee should recommend that these definitions be amended as stated and as shown in the proposed amending Ordinance that accompanies this memorandum. Lastly, the Committee decided that it was their recommendation that the City Commission introduce this amending ordinance at the October 28, 2024 meeting of the City Commission.

At the October 28, 2024 meeting of the City Commission, Commissioners discussed the recommendation of the Ordinance and Public Safety Committee and approved introduction of the Ordinance amendment by unanimous vote. Subsequently, this matter was scheduled for further discussion by the City Commission this evening and consideration of whether this Ordinance amendment should be enacted.

Recommendation: It is recommended that the City Commission accept the recommendations of the Ordinance and Public Safety Committee and enact the proposed Ordinance that would amend §154.02 of Chapter 154 of Title XV of the Code of Ordinances of the City of Scottville, The Residential Rental Property Regulations, to change the definitions of Family Member and Rental Dwelling as shown in this report and the accompanying proposed Ordinance. It is believed that enactment of this amending Ordinance would best serve both the purpose of residential rental property regulations and the good of the community.

CITY OF SCOTTVILLE

COUNTY OF MASON, MICHIGAN

At a regular meeting of the	City Commission of the City of Scottville held at the Scottville
,	Street, Scottville, Michigan, within the City, on day of
2024, at 6:00 p.m. Loc	al Time.
PRESENT: Members:	
ABSENT: Members:	
The following Ordinance w	vas offered by Commissioner and was supported
by Commissioner:	
	ORDINANCE NO. 24- <u>06</u>
AN ORDINANCE TO AMEND SECTION 154.02 OF CHAPTER 154 OF TITLE XV OF THE CODE OF ORDINANCES OF THE CITY OF SCOTTVILLE - THE RESIDENTIAL RENTAL PROPERTY REGULATIONS	

THE CITY OF SCOTTVILLE ORDAINS:

Section 1. Amendment of Section 154.02 of Chapter 154 of Title XV of the City of Scottville Code of Ordinances. Section 154.02 of Chapter 154 of Title XV of the City of Scottville Code of Ordinances is hereby amended in its entirety to read as follows:

Sec. 154.02. Definitions.

- (i) "Boarding House" shall be as defined in the Scottville Zoning Ordinance.
- (ii) "Building Inspector" means the Scottville City Manager or his or her designee in writing.
- (iii) "Certificate of Compliance" means a document issued by the Building Inspector stating the dwelling has passed inspection and complies with local codes and requirements.
- (iv) "Dwelling" means any house, room, boarding house or apartment, which is wholly or partially used or intended to be used for living, sleeping, cooking and eating. Hotels, motels, bed & breakfasts, and resorts shall not be defined as dwellings for the purposes of this chapter.
- (v) "Family member" means a parent, grandparent, child or grandchild of the owner of the dwelling related by blood, adoption, or marriage.

- (vi) "Fee" means a fee determined from time to time by Commission resolution. A fee shall be charged each time the Building Inspector makes an on-site inspection of any dwelling that comes within the meaning of this chapter.
- (vii) "Landlord" means any person, firm, partnership, association, corporation, company or organization of any kind owning or offering for rent or lease any dwelling or dwelling unit within the City.
- (viii) "Scottville Property Maintenance Code" shall be the Scottville Property Maintenance Code, Chapter 151, as amended.
- (ix) "Parcel" means a tract of land identified by a single parcel identification number on the property tax rolls of the City.
- (x) "Rental Dwelling" means any dwelling not occupied by the property owner or any family member(s) as defined by this chapter. The owner of a dwelling occupied by any family member(s), as defined by this chapter, shall annually file a non-rental affidavit with the City so as to have the dwelling be exempt from the requirements of this Chapter.
- (xi) "Rental Dwelling Unit" means a portion of a rental dwelling for an individual, couple, a single family, or other living unit.
- (xii) "Transfer of Ownership" means the conveyance of title to or a present interest in property, including the beneficial use of property, the value of which is substantially equal to the value of the fee interest.
- Section 2. Severability. The terms and provisions of this Ordinance shall be deemed to be severable, and should any section, clause or provision hereof be declared to be invalid, the same shall not affect the validity of any other section, clause, or provision of the ordinance, if the same may be given effect without the provisions thus declared to be invalid.
- <u>Section 3</u>. <u>Repeal</u>. All resolutions or ordinances, and parts thereof including, which are in conflict, in whole or in part, with any of the provisions of this Ordinance are hereby repealed.
- Section 4. Effective Date; Publication. This Ordinance shall become effective fifteen days after its adoption, but not before its publication pursuant to Section 7.18 of the City Charter, by making copies of the Ordinance available for inspection by, and distribution to, the public and by publishing notice of the printing and availability before the effective date herein.

The vote to adopt this Ordinance was as follows:

YEAS:	Members:	
NAYS:	Members:	
ABSTAIN:	Members:	

THE ORDINANCE IS DECLARED TO BE DULY ADOPTED.

	Kelse Lester, Clerk City of Scottville	
STATE OF MICHIGAN)	
COUNTY OF MASON) ss.)	
I, the undersigned, the duly qualified and acting Clerk of the City of Scottville, Mason County, Michigan, do hereby certify that the foregoing is a true and copy of an ordinance adopted by the City Commission at a regular meeting on the day of 2024, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting, notice by posting at least eighteen (18) hours prior to the time set for the meeting. IN WITNESS WHEREOF, I have hereto affixed my official signature on this day of 2024.		
	Kelse Lester, Clerk	
	City of Scottville	

Ordinance introduced: 10/28/2024 Description published:11/2/2024 Ordinance adopted: Ordinance effective:

CITY OF SCOTTVILLE MEMORANDUM

Date:

December 02, 2024

To:

Mayor Dixie Spore and Members of the Scottville City Commission

From:

Clarence E. Goodlein, Interim City Manager

Subject:

Transmittal of Proposed Employment Agreement With the City Manager

Accompanying this memorandum is a proposed employment agreement between myself and the City that has been crafted by the City Attorney. I have reviewed this document and have found it to be satisfactory. This document is transmitted to the City Commission for their review, discussion, and approval if it meets with their satisfaction.

CITY OF SCOTTVILLE EMPLOYMENT AGREEMENT FOR CITY MANAGER

THIS AGREEMENT, made and entered into this 1st day of December, 2024, by and between the City Commission of the City of Scottville, County of Mason, State of Michigan, a municipal corporation ("the City") as party of the first part, and CLARENCE GOODLEIN ("Goodlein") as party of the second part, both of whom understand and agree as follows:

WHEREAS, the City desires to retain the services of Goodlein as City Manager as provided by the City Charter, City ordinances and Michigan statutes pertaining thereto (the "City Manager"); and

WHEREAS, Goodlein wishes to be employed in the capacity of City Manager for the City of Scottville; and

WHEREAS, it is to the advantage of both the employer and the employee to specify the conditions under which the employee is to work and to be compensated.

NOW, THEREFORE, it is mutually agreed by the parties as follows:

- 1. **Duties**. The City hereby agrees to employ Goodlein as City Manager of the City of Scottville and he shall have such powers and duties as specified in the City Charter, City ordinances and Michigan statutes pertaining thereto, or to perform other legally permissible and proper duties and functions as the City and Goodlein may choose to negotiate and agree to in writing.
- 2. **Applicable Laws**. This Agreement is subject to all applicable state and federal laws and administrative rules bearing upon the parties and the subject matter of this Agreement as such law may be in effect from time to time, and also subject to the current ordinances and City Charter of the City of Scottville, and such law and ordinances are incorporated herein by reference. The City acknowledges that, to the best of its knowledge, there are no current ordinances which would impair the performance of either party hereunder or reduce the benefits to be derived by either party therefrom. In the event of conflict between the provisions of this Agreement and such applicable law and ordinances, such applicable law and ordinances shall control.
- 3. **Relationship of Parties**. Goodlein shall discharge his duties in consultation with and under the supervision of the City. Both parties recognize that Goodlein is the City's Chief Executive Officer and will manage the day-to-day operations of the City subject only to the City Commission's direction on matters of policy. The City agrees to cooperate with Goodlein and to provide the necessary support to enable him to carry out his duties in an efficient and effective manner.
- 4. **Term of Office**. This Agreement shall commence on December 1, 2024, and shall continue thereafter for 12 months, or until terminated or extended as set forth herein. The parties may extend, amend or renegotiate this agreement for an additional term or terms.

- a. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of Goodlein at any time, subject to provisions set forth in this Agreement.
- b. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Goodlein to resign at any time, subject to the provisions set forth in this Agreement.
- 5. **Compensation and Other Financial Benefits**. For all services rendered, the City shall pay the Interim City Manager an annualized salary of \$90,000 to be paid in the same manner and intervals as the City's regular full-time employees.
- a. In addition, the City agrees to adjust said base salary and/or benefits of Goodlein in such amounts and to such extent as the City may deem is desirable on the basis of a performance review.
- b. Health Insurance. The City agrees to provide insurance consistent with the coverage generally available to City employees. Nothing herein shall limit the City 's right and ability to adjust coverage and funding levels in its sole discretion. Goodlein has declined City-provided health insurance. In lieu of such insurance, the City has agreed to offer the benefit described in 5.c., below.
- c. MERS 457 Plan. Except as otherwise provided herein, the City will contribute \$1,500 per month (a total of \$18,000 per year) to a MERS 457 Contribution Program for Goodlein (the "457 Plan"). Notwithstanding the foregoing, Goodlein and the City agree that, given the current financial condition of the City, and at Goodlein's request, the City shall not be required to make the monthly contribution to the 457 Plan for Goodlein until such time as the City and Goodlein agree in writing that the City's financial condition has improved (the "Contribution Suspension Period"). If the City and Goodlein agree in writing that the City's financial condition has improved such that the City can commence making the monthly contribution to the 457 Plan for Goodlein, the City shall make monthly contribution to the 457 Plan for Goodlein commencing the month following the City's and Goodlein's written agreement. Goodlein shall not be entitled to any retroactive 457 Plan contributions for the Contribution Suspension Period.
- d. Vehicle Allowance. The City will provide Goodlein with an annual vehicle allowance of \$6,000 annually (to be paid \$500 per month).
- e. The City will provide Goodlein with a cell phone and laptop computer for official use. City records must be backed up daily to the City server. Goodlein shall not save, download or maintain any city records on the laptop computer, cell phone, or any other storage device.
- 6. **Termination and Severance Pay**. The City Manager serves at the will of the City Commission. Either party has the right to terminate the employment relationship at any time and in the sole discretion of the party terminating the relationship, subject to the provisions of City ordinances and subject to the following provisions:
- a. Goodlein may voluntarily resign his position with the City by giving the City thirty (30) days' advance written notice, unless the parties otherwise agree. If Goodlein

terminates his employment with the City and fails to provide thirty (30) days' notice, the City shall have no obligation to pay any severance under this section, unless such notice is waived by the City in its sole discretion.

- b. In the event the City terminates Goodlein's employment without cause, the City shall give thirty (30) calendar days' advance notice of such termination, or in the alternative, the equivalent of thirty (30) calendar days' pay and health and medical benefits, or a portion thereof, in the sole discretion of the City. The City shall also pay Goodlein all accrued but unused Paid Time Off, up to a cap of three hundred (300) hours, If the City terminates Goodlein for cause, including but not limited to misconduct, gross negligence, misfeasance, malfeasance, conviction of a felony or any illegal act involving personal gain, the City is not required to provide notice and no severance shall be due or payable.
- c. If Goodlein becomes permanently disabled or is otherwise unable to perform the duties of the position because of sickness, accident, injury, mental incapacity, or health for a period of four successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) work-day period, the City may, in its discretion, terminate this Agreement, subject to the severance pay provision set forth in paragraph b. above.
- 7. **Performance Evaluation**. The City may review and evaluate the performance of Goodlein after six (6) months of employment, or any time as the City deems appropriate.
- a. The City and Goodlein, from time to time, shall define such goals and performance objectives which they determine necessary for the proper operation of the City and shall further establish a relative priority among those various goals and objectives. They shall generally be attainable within the time limitations and the annual operational and capital budgets and appropriations provided.
- b. In effecting the provisions of this section, the City and Goodlein mutually agree to abide by the provisions of the City Charter and applicable law.
- 8. **Extent of Services**. Goodlein shall devote his professional time, attention and energies to the business of the City. In order to discharge the functions of the office of City Manager, early morning, luncheon and nighttime meetings and activities may occur outside regular office hours that require the Goodlein's attendance.
- 9. **Professional Development**. The City hereby agrees to budget for and to pay Goodlein his travel and expenses for professional and official travel, meetings, seminars, short courses and professional dues adequate to continue his professional development and to adequately pursue necessary official and other functions for the City, subject to City approval.
- 10. **Paid Time Off.** Effective December 1, 2024, the City shall provide thirteen (13) days of Paid Time Off ("PTO") on an annual basis as follows. On December 1, 2024, the City will provide Goodlein with ten (10) hours of PTO. Beginning January 1, 2024, the City will provide eight (8) hours of PTO per pay period for a total of one hundred four (104) hours per year. Unless emergent circumstances dictate otherwise, requests for use of PTO should be submitted at least seven (7) days before the requested PTO is to begin. Unused PTO may carry over from year

to year to a maximum of seventy-two (72) hours. Unless the parties agree otherwise, Goodlein may not use more than one hundred four (104) hours of PTO per year.

- 11. **General Expenses**. The City recognizes that certain expenses of non-personal and generally job-affiliated nature are incurred by Goodlein, and hereby agrees to reimburse or to pay for the reasonable general expenses upon receipt of duly executed expenses or petty cash vouchers, receipts or statements subject to City approval.
- 12. **Indemnification and Bonding**. The City agrees to provide Public Official's Liability Insurance to protect the City Manager against claims or actions for any actions or failures to act in his official capacity. The City shall reimburse Goodlein for reasonable legal expenses not reimbursed by insurance as permitted by Michigan law for employment by Goodlein of legal counsel acceptable to Goodlein and the City to defend himself against any lawsuits or legal actions taken against him in connection with his official duties as City Manager. The City shall not be responsible to reimburse Goodlein for any legal expense incurred as a result of lawsuits arising from actions outside of the scope of his employment.

The City shall authorize the full cost of any fidelity or other bonds required of Goodlein under any law or ordinance.

13. General Provisions.

- a. Both parties agree that the text herein shall constitute the entire agreement between the parties and that any prior oral or written representations which are not incorporated into this Agreement are to be void and of no effect whatsoever.
- b. Goodlein agrees to abide by, and is subject to, the same Code of Conduct required of other City employees. The parties further agree that the provisions of the City of Scottville Personnel Manual and the City of Scottville Code of Ordinances are incorporated herein by reference.
- c. This Agreement shall be binding upon and inure to the benefit of the heirs at law and personal representatives of Goodlein.
- d. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severed, shall not be affected and shall remain in full force and effect.
- e. A waiver of breach of any of the terms of this Agreement shall not be construed as a waiver by the City of any subsequent breach.
- f. No modifications or amendment to this Agreement shall be valid unless in writing and properly executed by the City and Goodlein.
- g. Headings in this Agreement are for conventions only and shall not be used to interpret or construe its provisions.

- h. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Any and all controversies arising out of this Agreement is brought in the courts of Mason County.
- i. As of December 1, 2024 this Agreement supersedes and replaces that Interim City Manager Agreement dated as of June 11, 2024 by and between the City and Goodlein.
- Non-Discrimination. Goodlein agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability, pregnancy, sexual orientation, gender identity, height, weight, or genetic information, marital status or any other classification protected by local, state or federal law. Breach of this covenant may be regarded as a material breach of this Agreement.

IN WITNESS WHEREOF, the City of Scottville has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its Clerk, and Goodlein has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF SCOTTVILLE	DATE:
Dixie Spoor	-
Mayor	
Kelse Lester	-
City Clerk	
Clarence Goodlein City Manager	

PUBLIC NOTICE

City of Scottville, Michigan

Declaration of Vacancy – City Commissioner - One Partial Term To Expire 2026

Declaration of Vacancy - City Commissioner - One Full Term To Expire 2028

The City of Scottville announces and declares that the following vacancies exist for the positions of City Commissioner:

- City Commissioner One Partial Term To Expire 2026
- City Commissioner One Full Term To Expire 2028

Persons who wish to be considered and appointed by the City Commission as a City Commissioner should submit a letter of interest that is addressed to the City Commission. This letter should contain some background information concerning the applicant, why he/she would like to be considered for appointment, and whether the application is for the partial or full term. Letters of interest will be accepted on behalf of the City Commission until 5:00 P.M. on November 26, 2024. Applicants must have been a City resident for more than one year to qualify for appointment.

Questions concerning this posting should be directed to the City Manager, Clarence Goodlein, by calling 231.757.4729 or by sending email to citymanager@cityofscottville.org.

Mou 15, 2024 This is a letter of enterest for a seat of the City of Scottville Council that is vactant. Have leverlin Scottville my whole life and worked and retired from the Mosen County Road Commission ofter 30 years of service, Jams Dingles

Michigan CLASS°

**Received 1645

11-15-2024





Dear applicant for the position of City Commissioner At-Large,

We thank you for your interest and desire to become a City Commissioner. To assist City Commission members in selecting two people to serve in this capacity, please answer the following questions and return to City Hall by November 27th, 2024, at 5pm.

Thank you,

Mayor, Dixie Spore

- 1. What do you feel you can bring?
- 2. Why do you have a desire to be on the commission?
- 3. What kind of experience do you have?
- 4. Where do you hope to see Scottville go in the future?

NOTICE OF INTEREST AND DESIRE TO BECOME A CITY COMMISSIONER

James P. Durfee, 411 S. Main Street, Scottville, MI 49454

I have lived in the City of Scottville my entire life. Married and raised three successful children. I have lived in Scottville when it was flourishing in the day until the present time. I am very observant and have a passion for the city to see it as a more functioning, improved and prosperous entity again where residents needs are met socially, financially and to enhance the quality of life for the citizens of Scottville. I have a proven record in policy development, budget management, strategic planning and community outreach along with strong interpersonal skills with a commitment to transparency and public service.

I have a firm belief that whether you are employed by the city or volunteering to be on the City of Scottville commission that you are a public servant to the residents you represent. You represent the people and the city with leadership, wise decisions, workmanship, commitment and pride. To do the best to represent the residents of the City of Scottville. To represent the City itself with honesty, transparency and integrity.

See the attachment for my experience in the work force, as a volunteer and education.

WORK EXPERIENCE

Mason County Road Commission FROM 1983 - 2013 (retired)

For 20 years I was a heavy equipment operator driving trucks, loaders, graders, mowers, snowplowing, cold patching and seal coating. Worked on the survey crew, mechanic and welder. For 10 additional years I was a stockroom clerk and managed an annual inventory exceeding millions of dollars. Duties included ordering and replacing parts and equipment and regular inventory, ensuring fiscal responsibility while enhancing service pickups and delivery. Met with salespersons from all types of manufacturing. Each year inventory was accurately accounted for. Stock room was run very efficently. I was also a union steward for many years and negotiated several contracts for Teamster Local 214.

Farmers Petroleum FROM 1978 - 1983

Drove fuel truck. Organized an effective work schedule delivery with customers in five different counties. Also collected on accounts.

<u>P & J Farms</u> - Employed while attending high school and college. Took care of animals, drove and maintained farm equipment, planted, sprayed, harvested and dried crops.

VOLUNTEER

Sugar Ridge Church of the Brethren FROM 1956 - 2000

Attended from birth. As an adult I taught Sunday School and Vacation Bible School. Also served on the church board as chairman of the board, deacon, chairman of the \$300,000 building construction. This included meeting with contractors, price negotiations and dealing with contractors and subcontractors. Also, I was on several search committees for pastoral employees dealing with negotiations of terms, contracts and leadership.

Scottville Fire Department - 10 years.

Attended all required training sessions. Assisted with fires, took care of the mainenance of vehicles and firetrucks along with community outreach. Several years was beer tent chairman and organizer, including, planning, setting up and tearing down.

Education

Attended and graduated from Mason County Central Schools. Attended West Shore Community College and earned an associate degree of art. Graduated with honors.

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Lecensed 11-18-24 KL

Donald R. Pasco 108 S. Main Street Scottville, MI 49454 616-802-7709

City Commissioners and Residents of the City of Scottville,

This letter is to express my interest in the vacant position of City Commissioner. I am very passionate about Scottville and the residents that call this great city home. With the recent news of budget issues and the thought of making very difficult decisions going forward, I feel that my unique experience and dedication to the city will help guide us to some stability and comfort.

My experience includes being a past commissioner of Scottville along with being a board member of the DDA. I am also an entrepreneur and have had a successful business in town for over a decade. Part of the benefits of working in town is that I get to talk to a lot of residents, and they can address their concerns easily and daily.

I am also a father of two young boys who attend Mason County Central schools. They are active in club sports, and we spend a lot of time at McPhail Field and at Riverside Park. Another example of how I interact and spend a lot of time talking with different members of the community.

My education includes a Master of Business from Cornerstone University in Grand Rapids and a Bachelor of Science (Psychology) from Central Michigan University in Mount Pleasant. I went to High School at Mona Shores in Norton Shores, Mi.

This is a brief overview of my life and some personal experiences and qualifications that I feel are an ideal fit for this position. If there is any additional information you need or questions that you have, feel free to reach out anytime.

Thank you for considering me for this very important position.

Sincerely,

Donald R. Pasco



Bobbiann Wallager 404 N Main Street Scottville, Michigan 49454

City of Scottville % Mayor Dixie Spore 105 N Main Street Scottville, Michigan 49454

11/25/2024

Dear Mayor Dixie Spore,

I am writing to express my interest in one of the open seats on the City Commission. I have an open mind, no personal agenda, and would love to our city to grow. In recent years, I have regularly attended many commission meetings. From the pandemic to frequent changes in leadership, I know that our city has a lot to recover from. I recognize the frustration that many citizens in our area have, especially with more significant decisions to be made soon.

For more than ten years, I have been a resident of our city. I have started a childcare business here. I continue to raise my children here. As a mother, homeowner, and business owner, I have read through the ordinances and the master plans for the City of Scottville. Between my background in personal banking/insurance and as a community member, I believe I can add an important perspective to the City Commission. I want us to do our best for our entire community — from children to senior citizens.

Thank you for your time and consideration in filling the vacant seat on the City Commission.

Sincerely,

Bobbian Wallager



Board(s)/Commission(s) for which you would like to be considered (in order of preference). ---->

1. Hanning 2. Ordinance 3. Ringno need night one please.

Address 404 N. Main St. Home phone (23) 60-7981 Scottoille, Michigen 49484 Cell phone (231) 690-7981

Name Bobbiann Wallager Email Lady of the billette Compilion

Are you a City resident?(Y/N)

Brief Statement regarding your Interest in serving on this board or commission

I would like to serve on the domest commission to assist our Citizens as well as the City work through the current and buture issues and Growth. with Composion for all.

Employment Experience (If a resume has been attached, please indicate):

Childcare Business owner last Tyears PIUL Bank - Personal Banker Syear Unsurance Cigent Personal property

Educational Background and Other Special Skills

Currently attending West Shore College for early education.

XI would like to be seaking the 4 year Term.



Dear applicant for the position of City Commissioner At-Large,

We thank you for your interest and desire to become a City Commissioner. To assist City Commission members in selecting two people to serve in this capacity, please answer the following questions and return to City Hall by November 27th, 2024, at 5pm.

Thank you,

Mayor, Dixie Spore

1. What do you feel you can bring?
Un biased behavior, calm demeanor, working with people well on committee and public community.

2. Why do you have a desire to be on the commission?

Luant to assist in making our city great again

and watch out for the Best intest of our citizens.

3. What kind of experience do you have?

Personal and Commercial banking, Insurance background and

Small business background.

4. Where do you hope to see Scottville go in the future?

1.) out of debt. 2.) Thrive through outthewhole Lity. 3.) Community to getherness

(1) Unitiformity.

5.) Informitive community.

Clarence Goodlein

From: Marcy Spencer <marcymae209@gmail.com>

Sent: Tuesday, November 26, 2024 1:54 PM

To: Clarence Goodlein

Subject: LOI

November 26, 2024

Dear Mayor Spore, Commissioners and City Manager,

This letter is to express my interest in the City Commission vacancy for the partial term ending in 2026.

I have always been passionate about the City of Scottville and firmly believe that having served the City for almost 12 years as a Commissioner, Mayor, Mayor Pro-tem, challing several Committees and also stepping in as acting City Manager, makes me uniquely qualified to effectively contribute to the challenges our City currently faces.

Prior to being on the Commission, I sat on a Board when the City had the Main Street program, served as Cheir for the Cix Roast from 2007 until the end of the Harvest Festival and formed and led a group of citizens to replant and take care of the Pocket Park from 2012 until 2023. I have volunteered for numerous other City events over the years as well.

The City is currently facing a critical budget challenge that I believe my past experience and dedication to the City would be an asset at this time. If I am selected, I will serve to the best of my abilities and help the City to move forward. I desire to help with all the challenges our City is facing not only today, but also in the future.

Thank you for your consideration.

Marcy M. Spancer

Sent from my iPhone

Clarence Goodlein

From: Marcy Spencer <marcymae209@gmail.com>

Sent: Tuesday, November 26, 2024 1:53 PM

To: Clarence Goodlein

Subject: Application

1). What do you feel you can bring?

I will bring knowledge and experience of almost 12 years as a Commissioner, Mayor and Mayor Pro-turn. I've accumulated a lot of knowledge and experience with regard to Municipal processes.

2). Why do you have a desire to be on the Commission?

My dealer to be on the commission at this time is to continue to help move the City forward at the most critical time in recent history if not all of the history of Scottville. The City is facing huge decisions that I feel my years of being on the Commission would be an esset.

3). What kind of experience do you have?

Here been in Public Service to the City of Scottville for almost 12 years as Commissioner, Mayor, Mayor Pro-tem and acting City Manager. During that time, I have gathered much knowledge and experience of Municipal Government. I'm knowledgeable of our City Charter, Oscilinances, OMA lews and past City history, practices and the inner workings of Municipalities and sorvices. Understand the principal job and obligations of being a City Commissioner, which is to set Policy as a course of action for our Community.

Where to you hope to see Scottville go in the future?

My hope has been and remains for the City to move forward. To do that, we must first realize the critical need for our City to get our budget balanced, preserve a maintain (with the hopes for more). fund balance and ensure the City is able to sustain the Services to our Community. The other critical need is to make sure we keep the current City Manager here, for without him, we will not be able to move forward. Then the hope would be to get a comprehensive plan in place for Street replacement and repairs, Capital Improvements, promote economic development. Economic growth is needed to sustain all our City goals and ensure we have proper infrastructure to sustain our growth.

Sent from my iPhone

Joe Knowles

From:

Kayleen Moffitt <kay_kay95@yahoo.com>

Sent:

Thursday, October 10, 2024 12:38 PM

To:

Joe Knowles

Subject:

DDA Interest email

HI Joe,

Thank you for reaching out about the DDA spot! Here is my interest letter.

I have lived in Scottville my entire life and recently moved my business, Grip N Rip Disc Golf to Scottville. Over the years, I have seen the decline of Scottville and it breaks my heart to see my hometown change so much from when I was a kid. My goal, now my business is here, is that I can help make a difference and make Scottville great again. Being part of the DDA would give me the opportunity to work with the leaders of the community (and also be one myself) to bring back things like the farmers market, craft/art fairs, community events and more. I have so many ideas, passion and drive and I would love to be part of the DDA to help make our little city amazing.

Kayleen Moffitt Grip N Rip Disc Golf 120 S Main St Scottville MI 49454