

**Thursday, September 28, 2023, 12:30 pm**

Albion Economic Development Corporation  
City of Albion – Council Chambers 112 W. Cass St. Albion, MI 49224  
Watch on YouTube: @albioneconomicdevelopmentcorp  
Attend Virtually Via Zoom: <https://us02web.zoom.us/j/89544976899>

*Mission Statement: Retain, expand, and recruit business and industry to the greater Albion area and strengthen and revitalize the local economy.*

## AGENDA

- 1) Call To Order / Roll Call (1 min)
- 2) Approve Agenda (1 min)
- 3) Public Comment (TBD)  
*(Persons addressing the Board shall limit their comments to no more than 3 minutes)*
- 4) Discuss and Approve Employment Contract – President / CEO (10min)
- 5) Discuss Draft Agenda, Thursday, October 5<sup>th</sup> Board Meeting (5 mins)
- 6) Motion to Excuse Absent Members (1 min)
- 7) Public Comment (TBD)  
*(Persons addressing the Board shall limit their comments to no more than 3 minutes)*
- 8) Adjournment (1 Min)

### Parking Lot

- i) Approve Prior Closed Session Minutes
- ii) Establishment of Organizational Core Values
- iii) Set Timetable for FY 24 Strategic Goal Setting
- iv) Board Workshop
  - Training / Parliamentary Procedure / Open Meetings Act Review
  - Team Building
  - Committee Roles
  - Executive Board Role
  - Committee Leadership/Liaison

*Next Board Meeting will be Thursday, October 5, 2023*

## **Employment Agreement**

**This Agreement** is made and entered into as of September 28, 2023, by and between **Albion Economic Development Corporation**, a Michigan statutory corporation (“AEDC”), and **Virgie Ammerman** (“Ammerman”).

### **Recitals**

A. AEDC is an economic development corporation, created by the City of Albion (City), organized under MI law. It works on economic development opportunities in Albion, MI and eastern Calhoun County.

B. AEDC desires to employ Ammerman as the President/CEO of the AEDC, and Ammerman desires to enter into such employment, on the terms and conditions set forth below.

C. Ammerman is returning to the above job after having been briefly terminated effective August 10, 2023. The first 90 days of this agreement Ammerman will hold the title ‘Interim President/CEO.’ AEDC and Ammerman desire to renew the employment agreement under the terms below. By signing this Agreement each party acknowledges any claim either had against the other before the date of this Agreement has been resolved to their mutual satisfaction. The separation agreement that had been offered by AEDC is withdrawn.

**In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, AEDC and Ammerman agree as follows:**

1. *Employment.* Subject to further provisions of this agreement, Ammerman shall be employed as President/CEO by AEDC. Ammerman shall perform her duties as such and occupy those positions and offices that AEDC may from time to time determine. Ammerman agrees to this employment and further agrees that during the term of this employment, she will continue to administer and direct all aspects of the AEDC’s activities, in a manner and to the extent permitted and described in the Michigan Economic Development Corporation Act, as amended, the articles of incorporation and the bylaws of the AEDC, this Employment Agreement, and the President/CEO Formal Evaluation Process Documentation to be created through the reasonable cooperative efforts of AEDC and Ammerman. Except as described in this Employment Agreement, during the term of this Employment Agreement, Ammerman will not engage in any employment or activities for compensation or fees, or volunteer without first providing notice, in writing, to AEDC.
2. *Term of Agreement.* Subject to the termination of employment provisions below, the term of this Agreement will be 12 months, with renewal possible upon the agreement of AEDC and Ammerman.

3. *Termination of Ammerman's Employment Relationship With Cause.* AEDC may terminate Ammerman's employment relationship with AEDC for cause, which shall be any one of the following events:

a. Ammerman has been convicted of a felony of any kind or has acted dishonestly with regard to AEDC.

b. Any material breach of this agreement by Ammerman, including, for example, Ammerman's failure to perform duties under this agreement and the President/CEO Formal Evaluation Process Documentation.

c. Suspension or any other disciplinary action as outlined in the Albion Economic Development Corporation President/CEO Formal Evaluation Process Documentation.

4. *Termination of Ammerman's Employment Relationship Without Cause.*

a. Either AEDC or Ammerman may terminate the employment relationship on 30 days' written notice to the other of the desire to end the employment relationship between the parties. Also, AEDC and Ammerman agree that Ammerman's employment may be terminated without notice and without cause at any time within 90 days after Ammerman commences employment. If Ammerman is so terminated as provided in the foregoing sentence, she is to receive an amount equal to 6 months of salary and 6 months of COBRA premium.

b. This agreement shall terminate on the dissolution or liquidation of AEDC.

c. This agreement shall terminate on the death or disability of Ammerman.

5. *Compensation.* For all services rendered by Ammerman under this agreement, AEDC shall pay Ammerman an annual salary of \$105,000 (base salary), beginning September 28, 2023.

The base salary may be increased as may be provided through the President/CEO Formal Evaluation Process Documentation.

AEDC shall also provide Ammerman with the following fringe benefits:

6. *Fringe Benefits.*

a. Ammerman to receive *the same fringe benefits as full-time exempt non-union employees of the City*, and paid holidays on the same basis *as full time exempt non-union employees of the City*. As updated fringe benefits are made available through the AEDC, Ammerman additionally qualifies for these benefits.

- b. *Vacations/Sick Leave.* 4 week's vacation time, can be accumulated, carried over from year to year, and with a maximum of two weeks unused vacation time paid out at the end of year and; Sick leave to be available on the same basis as Ammerman's former employment agreement dated August 30, 2022.
- c. \$ 15,000 annual expense allowance, including but not limited to meals for development activities.
- d. Automobile allowance. AEDC will provide Ammerman with a \$500 monthly automobile allowance.
- e. Following the first 90 days of this contract, 6 months (already earned) of severance compensation equal to Ammerman's annual rate of compensation as of the date of separation if for reasons other than at Ammerman's request or termination by AEDC with cause as described above in Section 3.
- f. 40 hours of CPE for CPA license.

*Additional compensation.* AEDC will make a one-time payment through regular payroll (to include normal MERS contribution) of \$13,730 to make up for base salary not paid between August 10, 2023, and September 28, 2023 (34 days).

## 7. *Miscellaneous.*

- a. *Amendments.* The parties agree that this Agreement may be amended from time to time and any provision hereof may be waived by the parties hereto. No such amendment or waiver of any provision of the Agreement, nor consent to any departure by AEDC therefrom, will in any event be effective unless the same is in writing and signed by the parties and then such amendment, waiver or consent should be effective only in the specific instance and for the specific purpose for which given.
- b. *Notices.* All notices and other communications pursuant to this Agreement will be in writing and will be deemed to have been duly given or made if delivered (i) personally (in which case delivery will be deemed effective on the date of delivery); (ii) sent by a nationally-recognized overnight air courier service (in which case delivery will be deemed effective on the date indicated in the records of the air courier service); (iii) mailed by registered or certified mail, postage prepaid, return receipt requested (in which case delivery will be deemed effective on the date indicated in the return receipt); or (iv) by fax transmission to the fax numbers listed below, with confirmation of good receipt and confirmed by letter to the addresses set forth below (in which case notice will be deemed to have been duly given on the date indicated in the confirmation of fax transmission if transmitted during business hours or on the next business day if transmission occurs after business hours), to the parties at the following addresses (or at such other address for a party as may be specified notice),:

If to Ammerman:  
Virgie Ammerman  
305 E. Main Street  
Homer Michigan 49245  
virgie@virgieammerman.com

If to AEDC  
Albion Economic Development Corporation  
Attention: Board Chair  
115 N. Superior Street  
PO Box 725  
Albion Michigan 49224

c. *Arbitration.* Any controversy or claim arising out of or relating to this Employment Agreement, or the breach of this Employment Agreement, will be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over such matter. Such arbitration shall occur in Calhoun County, MI.

d. *Successors and Assigns.* This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither AEDC nor Ammerman may assign all or a portion of its rights and obligations hereunder without the prior written consent of the other party, except that AEDC may assign all or a portion of its rights and obligations hereunder to an affiliate of AEDC whether now existing or hereafter created (but such assignment will not relieve AEDC of any obligation under this Agreement). Any assignment in contravention of this provision will be void.

e. *Governing Law.* This agreement will be governed by and construed in accordance with the internal laws of the State of Michigan, without regard to any choice of law principles which would require the application of the law of any other jurisdiction.

f. *Section Headings.* The section headings of this Agreement are for the convenience of the parties only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

g. *Entire Agreement.* This Agreement, together with any other documents and agreements entered into in connection herewith and referred to herein, set forth the entire understanding among the parties relating to the subject matter thereof, and supersede all prior agreements, arrangements, understandings, negotiations, representations or discussions. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder as third-party beneficiaries or otherwise.

The parties have executed this Agreement effective as of the date first indicated above.

**Albion Economic Development Corporation**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**AMMERMAN**

\_\_\_\_\_

**Virgie Ammerman**

**Thursday, October 5, 2023, 7:30 am**

Albion Economic Development Corporation

City of Albion – Council Chambers 112 W. Cass St. Albion, MI 49224

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## AGENDA

- 1) Call To Order / Roll Call (1 min)
- 2) Approve Agenda (1 min)
- 3) Public Comment (TBD)  
*(Persons addressing the Board shall limit their comments to no more than 3 minutes)*
- 4) Approve Minutes from the August 10, 2023, August 21, 2023, Special Board Meeting, August 26, 2023, Special Board Meeting, and September 18, 2023, Board Meeting (2 Min)
- 5) Approve May, June, July, and August 2023 Treasurer Reports (5 min)
- 6) Review and Approve Rose Street Advisor's CEO Evaluation Proposal (5 min)
- 7) Review and Approve Revolving Loan Fund Committee Appointments (5 min)
- 8) Review and Approve 1002 North Eaton Street Lease Termination (5 min)
- 9) Appointment of EDC FOIA Officer (2 Min)
- 10) Discussion and Review of Signed Contracts (10 min)
- 11) Review Parking Lot Items (2 min)
- 12) Motion to Excuse Absent Members (including prior absences not yet excused) (3 min)
- 13) Closed Session to review prior closed session minutes for approval (3 min)
- 14) Approve Closed Session Minutes (2 min)
- 15) Public Comment (TBD)  
*(Persons addressing the Board shall limit their comments to no more than 3 minutes)*
- 16) Adjournment (1 Min)

*Next Board Meeting will be Thursday, November 2, 2023*

Parking Lot

- i) Establishment of Organizational Core Values
- ii) Set Timetable for FY 24 Strategic Goal Setting
- iii) Board Workshop
  - Training / Parliamentary Procedure / Open Meetings Act Review
  - Team Building
  - Committee Roles
  - Executive Board Role
  - Committee Leadership/Liaison

DRAFT

*Next Board Meeting will be Thursday, November2, 2023*