CITY OF CHARLEVOIX

AGENDA
CITY OF CHARLEVOIX CITY COUNCIL REGULAR MEETING
Tuesday, September 7, 2021- 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

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1. **Pledge of Allegiance**
2. **Roll Call**
3. **Presentations**
4. **Inquiry Regarding Conflicts of Interest**
5. **Consent Agenda**

   A. City Council Meeting Minutes - August 16, 2021
   B. Accounts Payable and Payroll Check Registers
   C. Planning Commission Resignation - Emma Suarez Pawlicki
   D. Annual Exemption for PA152
   E. 150 kVA Pad Mount Transformers: $21,452.22
   F. MPPA PSPRM Election Form

6. **Public Hearings and Actions Requiring Public Hearings**
7. **All Other Actions and Requests**

   A. CWA Renewal Agreement
      Mark L. Heydlauff, City Manager
   B. Establishment of a Dog Park Endowment
      Kent Knorr, Recreation Director

8. **Reports and Communications**

   A. Public Comment
   B. City Manager's Comments
   C. Mayor and Council Comments

9. **Other Council Business**
10. **Adjourn**

The City of Charlevoix will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the

meeting upon one weeks' notice to the City of Charlevoix. Individuals with disabilities requiring auxiliary aids or services should contact the City of Charlevoix Clerk's Office in writing or calling the following: City Clerk, 210 State Street, Charlevoix, MI 49720 (231) 547-3250.

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: City Council Meeting Minutes - August 16, 2021

DATE: September 7, 2021

RECOMMENDATION:

Motion to approve City Council minutes.

ATTACHMENTS:

- Draft Council Minutes

CITY OF CHARLEVOIX
REGULAR CITY COUNCIL MEETING MINUTES
Monday, August 16, 2021 – 6:00 p.m.
210 State Street, Charlevoix, MI

The meeting was called to order at 6:00 p.m. by Mayor Kurtz.

1. Pledge of Allegiance

2. Roll Call

Mayor:	Luther Kurtz
Members Present:	Greg Bryan, Janet Kalbfell, Mark Knapp, Phil Parr, Brian Slater
Members Absent:	Aaron Hagen
City Manager:	Mark L. Heydlauff
City Clerk:	Joyce Golding

3. Presentations

A. Community Development Fellowship Wrap-up
Community Development Fellow Dean Martin recalled his work with the City over the last fifteen months. Council expressed their appreciation for a job well done. The Mayor presented him with a proclamation honoring Fellow Martin's accomplishments.

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

All items listed under Consent Agenda are considered routine 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. City Council Meeting Minutes – August 2, 2021
B. Accounts Payable and Payroll Check Registers
   a. Regular Accounts Payable Check Register – August 17, 2021
   b. ACH Payments – August 2, 2021 to August 10, 2021
   c. Payroll Check Register – August 6, 2021
   d. Payroll Transmittal – August 6, 2021
   e. Tax Disbursement – August 17, 2021
C. Private Road Policy and Procedure – approval of 07.2021 draft
D. August 2021 Special Election Results
The results of the August special election to fund the Lake Charlevoix EMS Authority through a 1.5 mills assessment are as follows:

WARD 1: Yes 175 No 46
WARD 2: Yes 94 No 34
WARD 3: Yes 133 No 41

E. Ferry Avenue Boat Launch Skid Pier: Accept Waterways Grant for $41,000 and Flotation Docking Systems of Michigan Proposal for $79,400

CITY OF CHARLEVOIX
RESOLUTION NO. 2021-08-02
MICHIGAN DEPARTMENT OF NATURAL RESOURCES WATERWAYS COMMISSION PROGRAM GRANT APPLICATION

RESOLVED, that the City of Charlevoix, Michigan, accepts the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the City agrees, but not by way of limitation, as follows:

1. *To appropriate the sum of Forty-one Thousand dollars ($41,000.00) to match the Forty-one Thousand dollars ($41,000.00) State grant authorized by the Department.*
2. *To maintain satisfactory financial accounts, documents, and records, and to make them available to the Department for auditing at reasonable times.*
3. *To construct the facilities and provide the funds, services, and materials as may be necessary to satisfy the terms of the Agreement.*
4. *To ensure that all premises, buildings, and equipment related procedures comply with all applicable State and Federal regulations.*
5. *To establish and appoint the Charlevoix Police Department to regulate the use of the facilities constructed under this Agreement to assure the use thereof by the public on equal and reasonable terms.*
6. *To enforce all State statutes and local ordinances pertaining to marine safety and to enforce statutes of the State of Michigan within the confines of the City pertaining to the licensing of watercraft. Watercraft not fully complying with the laws of the State of Michigan relative to licensing shall not be permitted to use the facility until full compliance with those laws has been made.*
7. *To comply with all terms of the Agreement, including all terms not specifically set forth in the foregoing portions of this Resolution.*

RESOLVED *this 16th day of August 2021 A.D.*

Resolution was adopted by the following yea and nay vote:
Yeas: Kalbfell, Bryan, Slater, Knapp, Parr
Nays: None
Absent: Hagen

F. City Band Support for Public Entertainment for $5,000

Motion by Parr, second by Kalbfell to approve the Consent Agenda.
Yeas: Kalbfell, Bryan, Slater, Knapp, Parr
Nays: None
Absent: Hagen

6. Public Hearings & Actions Requiring Public Hearings

A. Set Public Hearing: Winter Parking Ordinance

City Manager Heydlauff recalled that last winter, the Planning Commission and Council reviewed overnight, on-street parking rules. He noted that a public hearing was required for adoption and suggested holding it on September 20, 2021 at 6pm.

Mayor Kurtz opened the item to public comment, and none was heard.

Motion by Kalbfell, second by Knapp to set a Public Hearing on Ordinance 827 for Monday, September 20, 2021 at 6 p.m. in the Council Chambers of City Hall. Motion carried by unanimous voice vote.

7. All Other Actions & Requests

A. Fall 2021 Paving Projects

Public Works Superintendent Elliott stated that in the approved 2021/22 budget we allocated money for asphalt paving improvements to Park Avenue, the gravel alley located off of Burns Street, and one-half of the boat launch area. He recommended low bidder Rieth Riley for a total amount of $153,985. Council spent considerable time discussing options for Park Avenue.

Mayor Kurtz opened the item to public comment, and two were heard in favor.

Motion by Parr, second by Knapp to approve the proposal from Rieth Riley in the amount of $153,985 and authorize the City Manager to sign the required documents.
Yeas: Kalbfell, Bryan, Knapp, Parr
Nays: Slater
Absent: Hagen

8. Reports & Communications

- Public Comments
  - Shirley Gibson reviewed Council's performance
  - Bob Timms felt the Winter Parking Ordinance would cause more work for the Public Works Department
- City Manager Comments
  - Goats have returned to Michigan Beach Park
  - Universally accessible kayak launch is installed at Ferry Beach
  - Officer Tieler Schick joined the Charlevoix Township Fire Department
  - Appreciation and best wishes to Community Development Fellow Dean Martin
- Mayor & Council Comments
  - Kalbfell updated Council with regards to the Commission on Aging

9. Other Council Business

10. Adjourn

The Mayor adjourned the meeting at 7:06 p.m.

Joyce M. Golding City Clerk

Luther Kurtz Mayor

Regular Accounts Payable – 08/17/2021

ACE HARDWARE	4,931.48	ALPENA SUPPLY COMPANY	520.00
ACUSHNET COMPANY	60.88	AMAZON CAPITAL SERVICES	37.98
AIS CONSTRUCTION EQUIPMENT	43.60	AT YOUR SERVICE PLUS INC	14,489.96

AVFUEL CORPORATION	90,893.10
BAKER VEHICLE SYSTEMS INC	271.62
BARLOW, CAROLINE M.	50.00
BE SLIGHTLY BETTER BAKERY	61.00
BERENDSOH, MICHAEL	600.00
BERG, REBECCA	304.00
BOUND TREE MEDICAL LLC	330.13
CHARLEVOIX COUNTY TREASURER	311.13
CHARLEVOIX LAVENDER	89.00
CHARLEVOIX SCREEN MASTERS INC	2,037.00
CHARLEVOIX TOWNSHIP	35.66
CHARTER COMMUNICATIONS	158.43
CINTAS	117.64
CINTAS CORPORATION	205.89
CITY OF CHARLEVOIX - UTILITIES	51,897.86
COMPASS MINERALS AMERICA INC	16,317.46
CONWAY PROFESSIONAL SERVICES	8,158.00
COOPER, MELANIE SUE	110.00
CURREY FARMS LLC	167.00
D & D ELECTRONICS	150.00
DETROIT AIR COMPRESSOR	379.98
DETROIT PUMP & MFG CO	4,103.91
DIGITAL DOLPHIN	349.90
DIVERSIFIED INSPECTIONS ITL INC	1,210.25
DORNBOS SIGN INC	71.76
DROST LANDSCAPE	4,280.00
ELECTIONSOURCE	158.50
ELLSWORTH FARMER'S EXCHANGE	152.33
ELMER'S CRANE & DOZER INC	27,496.79
EMMET COUNTY EMS	250.00
FAMILY FARM & HOME	245.31
FASTENAL COMPANY	1,557.00
FILARSKI, JACOB THOMAS	1,200.00
FREEDOM MAILING SERVICES INC.	2,277.56
GALLS LLC	85.05
GEMPLER'S	132.97
GERBER HOMEMADE SWEETS	191.00
GOLDEN HILLS MAPLE SYRUP	22.00
GOLDING, JOYCE M.	73.92
GRAINGER	906.63
GUNTZVILLER, RHONDA	537.00
HACH COMPANY	1,692.09
HARBOR HOUSE PUBLISHERS	1,813.15
HOUSING NORTH	2,312.50
IDEXX DISTRIBUTION INC.	185.40
INDEPENDENT DRAFTING SERVICES	1,920.00
IPS GROUP INC	1,135.11
JACK DOHENY COMPANIES	109.28
JOHN E. GREEN COMPANY	1,442.47
K & J SEPTIC SERVICE LLC	1,170.00
KASSBOHRER ALL TERRAIN VEHICLES	210.00
KSS ENTERPRISES	873.25
LAKE FOREST BAKING COMPANY	189.00
LASER PRINTER TECHNOLOGIES	309.00
LEELANAU COFFEE ROASTING CO INC	339.96
LOTTIE'S BAGELS	224.00
MATT LAFONTAINE FORD	594.29
MICHIGAN OFFICEWAYS INC	1,899.31
MIKE'S MUSTARD	60.00
MINERAL MASTERS	943.54
MISSION COMMUNICATIONS LLC	347.40
NORTH COUNTRY CRITTERS	145.00
NORTHERN MICHIGAN REVIEW INC.	120.60
OHM ADVISORS	2,280.00
O'REILLY AUTOMOTIVE INC	44.98
PERFORMANCE ENGINEERS INC	7,891.00
PLUNKETT COONEY	20.00
POWER LINE SUPPLY	13,017.74
PREIN & NEWHOF	605.00
PRO COMM INC	2,250.00
PURITY CYLINDER GASES INC	290.23
QUALITY CAR & TRUCK REPAIR INC	793.29
QUILL LLC	33.28
RESOLUTION G2 LLC	11,602.88
ROTARY CLUB OF CHARLEVOIX	37.50
S&W HEALTHCARE CORPORATION	244.81
SAUL, GINNIE	200.00
SPARTAN DISTRIBUTORS INC	307.39
SPARTAN STORES LLC	119.73
STATE OF MICHIGAN	515.41
SYSTEMS SPECIALISTS INC	2,227.50
TELEDYNE INSTRUMENTS INC	602.93
Tillie's Tafel	41.00
UNIFIRST CORPORATION	792.01
USA BLUE BOOK	185.01
WELLS, IVY L	67.50
WINNIE'S ORIGINALS LLC	49.00
WISNIEWSKI, BRETT	1,200.00
ZIIBIMIJWANG INC	337.00
TOTAL	**301,821.22**

ACH Payments – 08/02/2021 to 08/10/2021

DTE ENERGY	2,348.88
MI PUBLIC POWER AGENCY	14,194.53
PROXIMITY SPACE INC	111.22
AMG PAYMENT SOLUTIONS	892.71
PAYMENT SERVICE NETWORK	248.50
IRS (PAYROLL TAX DEPOSIT)	53,194.33
ALERUS FINANCIAL (HCSP)	350.00
STATE OF MI (WITHHOLDING TAX)	7,929.31
VANTAGEPOINT (401 ICMA PLAN)	912.08
VANTAGEPOINT (457 ICMA PLAN)	23,608.05
VANTAGEPOINT (ROTH IRA)	1,180.76
MI PUBLIC POWER AGENCY	14,126.38
STATE OF MI (SALES TAX)	27,001.00
TOTAL	**146,097.75**

Payroll Net Pay – Check Date 08/06/2021

BRYAN, BRENDA L.	46.17
HEYDLAUFF, MARK L.	3,215.97
GOLDING, JOYCE M.	2,367.34
DEROSIA, PATRICIA E.	534.87
DOTSON, LINDSEY J.	1,455.10
KLOOSTER, ALIDA K.	2,175.68
GOLOVICH, KAREN J.	997.57
BARNEVELD, RICHELLE L.	1,163.85
SCHULZ, GINNY L.	1,462.22
MILLER, FAITH G.	40.73
MCGINN, KELLY A.	2,120.12
SCHEEL, CRESTON R.	456.16
DOAN, GERARD P.	2,466.10
SCHOLEY, ROBERT W.	2,169.44
UMULIS, MATTHEW T.	1,363.50
ORBAN, BARBARA K.	1,654.98
RILEY, DENISE M.	454.74
MUNK, CHRISTOPHER J.	2,024.54
SCHICK, TIELER R.	1,901.66
STEWART, MORGAN J.	1,965.40
MATELSKI, KRISTEN L.	1,382.24
BINGHAM, LARRY E.	943.07
MACGILLIVRAY, ROGER	770.32
WESTRICK, AARON J.	844.08
MILLER, ZACHARY S.	1,026.18
WURST, RANDALL W.	2,005.47
HILLING, NICHOLAS A.	2,192.92
MEIER III, CHARLES A.	1,231.07
ZACHARIAS, STEVEN B.	1,751.15
NEWMAN, MARK J.	1,997.96

LOUGHMILLER, JOHN A.	2,085.55	SHRIFT, EMILY K.	675.68
GRIFFITH, JOHN J.	2,995.57	KIRINOVIC, THOMAS F.	495.25
EATON, BRAD A.	3,056.99	WAGNER, KIRSTEN M.	679.22
WILSON, TIMOTHY J.	3,261.80	SHEETS, SOPHIA R.	743.85
LAVOIE, RICHARD L.	2,274.39	SMITH, ELLERY S.	175.76
STEVENS, BRANDON C.	2,891.91	MOOAR, ISAAK S.	416.71
DRAVES, MARTIN J.	2,865.10	COFFEY, JASON J.	415.30
ANDERSON, ELIZABETH A.	1,234.96	DRENTH, DOUGLAS A.	456.57
KENWABIKISE, DAVID L.	1,106.38	RITTER, DAVID M.	893.54
ELLIOTT, PATRICK M.	3,065.84	GILL, DAVID R.	1,221.68
SCHWARTZFISHER, JOSEPH	1,411.97	MASSON, DONALD J.	556.38
BRADLEY, KELLY R.	1,513.20	LABLANCE, MAUREEN J.	272.31
HART II, DELBERT W.	1,683.66	LIVINGSTON, BRIAN D.	1,891.80
JONES, ROBERT F.	1,635.94	STANLEY, MARK J.	34.63
FARRELL, MITCHELL L.	1,455.83	KLOOSTER, PATRICK H.	529.57
THORP JR, WILLIAM D.	1,809.92	WAY, KRISTINA M.	190.38
LEITNER, RYAN S.	1,702.52	DIETRICH, ARLENE M.	215.70
FERGUSON, ROYCE L.	1,822.87	BERRY, ROBERT J.	182.37
DORAN, JUSTIN J.	2,173.13	WYMAN, MATTHEW A.	2,043.01
NEDWICK, DAVID J.	62.33	MILLER, WILLIAM S.	1,851.68
FREY, DYLAN V.	838.08	DOUGLAS, MARK	1,282.52
HART III, DELBERT W.	707.74	MCCRANEY, RUSSELL R.	1,257.31
DOTSON, WILLIAM R.	469.22	FRATRICK, JOSEPH W.	776.09
BEMIS, JACKSON R.	808.84	PAALMAN, STEPHEN J.	1,019.49
FINNERTY, HOLLY E.	1,013.27	MCMULLEN, DONALD R.	1,257.13
CRANDELL, ZACKARY R.	663.31	SILVA, JESSE L.A.	3,002.69
BLAIN, TAYLOR W.	451.27	STEPHENS, LYON G.	705.38
FRANCE JR, JAMES A.	1,619.43	TRAVERS, MANUEL J.	1,155.35
RABIDEAU, JACOB L.	864.62	HOSLER, ERIK R.	1,183.11
MORGRIDGE, ALEXANDER J.	741.34	MOYER, NATHAN I.	1,236.02
SPEER, KEEGAN L.	798.42	HOLOWACH, ROGER E.	1,272.16
KNORR, KENT J.	1,999.54	AZZOPARDI, ANTHONY J.	871.41
ANZELL, BETH A.	1,345.76	FALKENBERG, AMANDA M.	657.38
MCDERMOTT, DENNIS J.	1,856.11	JOSLIN, ISABELLE G.	832.66
EVANS JR, HALBERT K.	61.08	RILEY, CASEY W.	324.81
JASURDA, DONALD J.	848.27	JONES, LARRY M.	169.49
DORST, KRISTA M.	973.83	MOYER, DAVID T.	46.90
PARRISH, SAMANTHA K.	814.70	WHEELER, MICHAEL W.	871.35
MEEHAN, MAXIMUS M.	831.17	CORNELL, BRITTA J.	506.15
WHITE III, MARCUS W.	1,110.31	PECK, JARICA L.	409.67
CUNNINGHAM, ABIGAIL A.	872.00	WELLS, JANINNA J.	132.14
JAREMA, CAROLINE J.	795.67	THAYER, MAELYN E.	158.58
PRIMAK, JACOB L.	837.28	TIMMS, ROBERT N	46.17
CURTIS, LILY E.	764.80	WHITLEY, ANDREW T.	2,308.18
MAY, MEREDITH A.	1,244.65	MORRISON, KEVIN P.	1,832.66
PETROSKY, JACOB D.	917.50	SNYDER, JACOB M.	856.28
SPRAGUE, CHEYENNE L.	757.33	**TOTAL**	**148,243.44**
WALKER, SAVANNAH P.	834.97		

Payroll Transmittal – 08/06/2021

4FRONT CREDIT UNION	1,118.00	EQUITABLE FINANCIAL LIFE INSURANCE	313.23
4FRONT CREDIT UNION	501.00	MI STATE DISBURSEMENT UNIT	429.88
AMERICAN FAMILY LIFE	479.51	POLICE OFFICERS LABOR COUNCIL	251.25
CALIF STATE DISBURSEMENT UNIT	92.19	PRIORITY HEALTH	1,528.79
CHAR EM UNITED WAY	30.00	**TOTAL**	**6,685.62**
CHARLEVOIX STATE BANK	867.00		
COMMUNICATION WORKERS OF AMER	652.33		
DISCOVER BANK	422.44		

Tax Disbursement – 08/17/2021

CHARLEVOIX COUNTY TREASURER	319,697.92	CHARLEVOIX PUBLIC SCHOOLS	12,603.05
CHARLEVOIX PUBLIC SCHOOLS	427,640.47	CITY OF CHARLEVOIX - TAXES DUE	369,274.53
CHARLEVOIX PUBLIC SCHOOLS	60,022.79	HOFFMAN, ROBERT	90.00
CHARLEVOIX PUBLIC SCHOOLS	10,645.16	**TOTAL**	**1,199,973.92**

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Accounts Payable and Payroll Check Registers

DATE: September 7, 2021

RECOMMENDATION:

Motion to approve check registers.

ATTACHMENTS:

- Accounts Payable and Payroll Check Registers

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
08/14/2021	08/20/2021	134271	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	1,068.00
08/14/2021	08/20/2021	134272	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST T	86.90
08/14/2021	08/20/2021	134272	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	392.61
08/14/2021	08/20/2021	134273	CALIFORNIA STATE DISB	9033	Remittance ID 200000001923773	92.19
08/14/2021	08/20/2021	134274	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 8/14/2	20.00
08/14/2021	08/20/2021	134275	CHARLEVOIX STATE BAN	9017	HSA - EMPLOYEE CONTRIB - C	785.00
08/14/2021	08/20/2021	134276	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	652.33
08/14/2021	08/20/2021	134277	DISCOVER BANK	9032	Garnishment: WWR File #040038	274.18
08/14/2021	08/20/2021	134278	EQUITABLE FINANCIAL LI	9010	LIFE - VOLUNTARY Pay Period:	211.65
08/14/2021	08/20/2021	134278	EQUITABLE FINANCIAL LI	9010	SPOUSE LIFE Pay Period: 8/14/	44.02
08/14/2021	08/20/2021	134278	EQUITABLE FINANCIAL LI	9010	CHILD LIFE Pay Period: 8/14/20	4.40
08/14/2021	08/20/2021	134278	EQUITABLE FINANCIAL LI	9010	AD&D - VOLUNTARY Pay Period	34.34
08/14/2021	08/20/2021	134278	EQUITABLE FINANCIAL LI	9010	SPOUSE AD&D Pay Period: 8/14	6.84
08/14/2021	08/20/2021	134278	EQUITABLE FINANCIAL LI	9010	CHILD AD&D Pay Period: 8/14/2	2.96
08/14/2021	08/20/2021	134279	MI STATE DISBURSEMEN	9012	FRIEND OF THE COURT Pay Pe	116.55
08/14/2021	08/20/2021	134280	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,516.43
Grand Totals:		16				5,308.40

Summary of Check Registers & ACH Payments

HUNTINGTON NATIONAL BANK - CHECKS ISSUED

08/20/21	Payroll Transmittal Checks	$ 5,308.40
08/20/21	Payroll (net pay)	$ 137,069.49
08/23/21	Special Accounts Payable Run	$ 83,533.48
09/03/21	Payroll (net pay)	$ 114,502.11
09/03/21	Payroll Transmittal Checks	$ 5,559.65
09/08/21	Regular Accounts Payable	$ 1,042,046.94
	Checks Sub-Total:	$ 1,388,020.07

HUNTINGTON NATIONAL BANK - ACH/WIRE PAYMENTS

08/16/21	MI Public Power Agency	$ 36,582.24
08/20/21	IRS (Payroll Tax Deposit)	$ 47,642.08
08/20/21	Alerus Financial (HCSP)	$ 350.00
08/20/21	State of MI (Withholding Tax)	$ 7,180.05
08/20/21	Vantagepoint (401 Plan)	$ 957.68
08/20/21	Vantagepoint (457 Plan)	$ 19,480.36
08/20/21	Vantagepoint (Roth IRA)	$ 1,080.76
08/20/21	MERS (Defined Benefit Plan)	$ 53,296.57
08/23/21	MI Public Power Agency	$ 12,861.78
08/25/21	MI Public Power Agency	$ 258,803.51
08/30/21	MI Public Power Agency	$ 22,876.40
09/03/21	IRS (Payroll Tax Deposit)	$ 40,848.31
09/03/21	Alerus Financial (HCSP)	$ 350.00
09/03/21	State of MI (Withholding Tax)	$ 6,118.33
09/03/21	Vantagepoint (401 ICMA Plan)	$ 957.68
09/03/21	Vantagepoint (457 ICMA Plan)	$ 19,682.55
09/03/21	Vantagepoint (Roth IRA)	$ 1,080.76
	ACH Sub-Total:	$ 530,149.06

Huntington National Bank Total: $ 1,918,169.13

CHARLEVOIX STATE BANK - CHECKS ISSUED

(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

09/08/21	Tax Disbursement	$ 3,948,688.79
	Charlevoix State Bank Total:	$ 3,948,688.79

Grand Total: $ 5,866,857.92

APPROVED: CITY MANAGER CITY TREASURER CITY CLERK

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
08/14/2021	PC	08/20/2021	33821	HEYDLAUFF, MARK L.	102		3,061.65
08/14/2021	PC	08/20/2021	33822	DVORACEK, SARAH J.	105		7,279.49
08/14/2021	PC	08/20/2021	33823	GOLDING, JOYCE M.	106		1,920.62
08/14/2021	PC	08/20/2021	33824	DEROSIA, PATRICIA E.	107		942.77
08/14/2021	PC	08/20/2021	33825	DOTSON, LINDSEY J.	109		1,455.10
08/14/2021	PC	08/20/2021	33826	KLOOSTER, ALIDA K.	121		1,787.66
08/14/2021	PC	08/20/2021	33827	GOLOVICH, KAREN J.	122		974.83
08/14/2021	PC	08/20/2021	33828	BARNEVELD, RICHELLE	123		1,163.85
08/14/2021	PC	08/20/2021	33829	SCHULZ, GINNY L.	125		1,462.22
08/14/2021	PC	08/20/2021	33830	MILLER, FAITH G.	142		33.08
08/14/2021	PC	08/20/2021	33831	MCGINN, KELLY A.	146		1,673.43
08/14/2021	PC	08/20/2021	33832	SCHEEL, CRESTON R.	148		304.03
08/14/2021	PC	08/20/2021	33833	DOAN, GERARD P.	201		2,466.09
08/14/2021	PC	08/20/2021	33834	SCHOLEY, ROBERT W.	204		1,627.57
08/14/2021	PC	08/20/2021	33835	UMULIS, MATTHEW T.	205		968.97
08/14/2021	PC	08/20/2021	33836	ORBAN, BARBARA K.	209		1,183.50
08/14/2021	PC	08/20/2021	33837	RILEY, DENISE M.	213		459.40
08/14/2021	PC	08/20/2021	33838	MUNK, CHRISTOPHER J.	215		1,307.20
08/14/2021	PC	08/20/2021	33839	SCHICK, TIELER R.	216		1,843.99
08/14/2021	PC	08/20/2021	33840	STEWART, MORGAN J.	217		1,316.95
08/14/2021	PC	08/20/2021	33841	MATELSKI, KRISTEN L.	230		1,382.24
08/14/2021	PC	08/20/2021	33842	BINGHAM, LARRY E.	240		1,039.91
08/14/2021	PC	08/20/2021	33843	MACGILLIVRAY, ROGER	244		685.55
08/14/2021	PC	08/20/2021	33844	WESTRICK, AARON J.	246		469.22
08/14/2021	PC	08/20/2021	33845	MILLER, ZACHARY S.	247		908.99
08/14/2021	PC	08/20/2021	33846	WURST, RANDALL W.	411		1,288.38
08/14/2021	PC	08/20/2021	33847	HILLING, NICHOLAS A.	413		2,150.69
08/14/2021	PC	08/20/2021	33848	MEIER III, CHARLES A.	421		1,747.85
08/14/2021	PC	08/20/2021	33849	ZACHARIAS, STEVEN B.	422		1,460.65
08/14/2021	PC	08/20/2021	33850	NEWMAN, MARK J.	424		1,841.48
08/14/2021	PC	08/20/2021	33851	LOUGHMILLER, JOHN A.	425		1,283.07
08/14/2021	PC	08/20/2021	33852	GRIFFITH, JOHN J.	500		2,995.57
08/14/2021	PC	08/20/2021	33853	EATON, BRAD A.	515		2,334.78
08/14/2021	PC	08/20/2021	33854	WILSON, TIMOTHY J.	516		2,674.86
08/14/2021	PC	08/20/2021	33855	LAVOIE, RICHARD L.	519		2,274.39
08/14/2021	PC	08/20/2021	33856	STEVENS, BRANDON C.	521		2,477.09
08/14/2021	PC	08/20/2021	33857	DRAVES, MARTIN J.	523		2,584.08
08/14/2021	PC	08/20/2021	33858	ANDERSON, ELIZABETH	526		1,234.96
08/14/2021	PC	08/20/2021	33859	KENWABIKISE, DAVID L.	528		1,242.73
08/14/2021	PC	08/20/2021	33860	ELLIOTT, PATRICK M.	600		3,065.83
08/14/2021	PC	08/20/2021	33861	SCHWARTZFISHER, JOS	603		1,328.53
08/14/2021	PC	08/20/2021	33862	BRADLEY, KELLY R.	614		1,546.54
08/14/2021	PC	08/20/2021	33863	HART II, DELBERT W.	616		1,826.60
08/14/2021	PC	08/20/2021	33864	JONES, ROBERT F.	618		1,806.79
08/14/2021	PC	08/20/2021	33865	FARRELL, MITCHELL L.	622		1,455.83
08/14/2021	PC	08/20/2021	33866	THORP JR, WILLIAM D.	623		1,475.60
08/14/2021	PC	08/20/2021	33867	LEITNER, RYAN S.	624		1,311.07
08/14/2021	PC	08/20/2021	33868	FERGUSON, ROYCE L.	625		1,317.61
08/14/2021	PC	08/20/2021	33869	DORAN, JUSTIN J.	634		2,173.13
08/14/2021	PC	08/20/2021	33870	NEDWICK, DAVID J.	642		152.73
08/14/2021	PC	08/20/2021	33871	FREY, DYLAN V.	643		594.53
08/14/2021	PC	08/20/2021	33872	HART III, DELBERT W.	657		999.96
08/14/2021	PC	08/20/2021	33873	DOTSON, WILLIAM R.	661		387.64
08/14/2021	PC	08/20/2021	33874	BEMIS, JACKSON R.	667		870.49
08/14/2021	PC	08/20/2021	33875	FINNERTY, HOLLY E.	669		939.46
08/14/2021	PC	08/20/2021	33876	CRANDELL, ZACKARY R.	691		517.72
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Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
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08/14/2021	PC	08/20/2021	33879	RABIDEAU, JACOB L.	696		796.14
08/14/2021	PC	08/20/2021	33880	MORGRIDGE, ALEXANDE	697		716.02
08/14/2021	PC	08/20/2021	33881	SPEER, KEEGAN L.	698		713.69
08/14/2021	PC	08/20/2021	33882	KNORR, KENT J.	700		1,999.54
08/14/2021	PC	08/20/2021	33883	ANZELL, BETH A.	702		1,345.76
08/14/2021	PC	08/20/2021	33884	STEBE, LAURA A.	703		34.63
08/14/2021	PC	08/20/2021	33885	MCDERMOTT, DENNIS J.	732		1,856.11
08/14/2021	PC	08/20/2021	33886	JASURDA, DONALD J.	748		718.36
08/14/2021	PC	08/20/2021	33887	DORST, KRISTA M.	749		860.83
08/14/2021	PC	08/20/2021	33888	PARRISH, SAMANTHA K.	750		702.47
08/14/2021	PC	08/20/2021	33889	MEEHAN, MAXIMUS M.	751		657.64
08/14/2021	PC	08/20/2021	33890	WHITE III, MARCUS W.	754		859.17
08/14/2021	PC	08/20/2021	33891	CUNNINGHAM, ABIGAIL A	759		753.86
08/14/2021	PC	08/20/2021	33892	JAREMA, CAROLINE J.	760		1,366.57
08/14/2021	PC	08/20/2021	33893	PRIMAK, JACOB L.	761		1,541.29
08/14/2021	PC	08/20/2021	33894	CURTIS, LILY E.	770		995.39
08/14/2021	PC	08/20/2021	33895	MAY, MEREDITH A.	771		2,020.00
08/14/2021	PC	08/20/2021	33896	PETROSKY, JACOB D.	772		1,505.61
08/14/2021	PC	08/20/2021	33897	SPRAGUE, CHEYENNE L.	773		1,239.04
08/14/2021	PC	08/20/2021	33898	WALKER, SAVANNAH P.	774		1,357.92
08/14/2021	PC	08/20/2021	33899	SHRIFT, EMILY K.	783		987.44
08/14/2021	PC	08/20/2021	33900	KIRINOVIC, THOMAS F.	790		361.16
08/14/2021	PC	08/20/2021	33901	WAGNER, KIRSTEN M.	793		1,157.05
08/14/2021	PC	08/20/2021	33902	SHEETS, SOPHIA R.	794		1,224.99
08/14/2021	PC	08/20/2021	33903	SMITH, ELLERY S.	795		157.25
08/14/2021	PC	08/20/2021	33904	MOOAR, ISAAK S.	796		402.18
08/14/2021	PC	08/20/2021	33905	COFFEY, JASON J.	798		726.77
08/14/2021	PC	08/20/2021	33906	DRENTH, DOUGLAS A.	838		637.18
08/14/2021	PC	08/20/2021	33907	RITTER, DAVID M.	839		619.18
08/14/2021	PC	08/20/2021	33908	GILL, DAVID R.	856		998.77
08/14/2021	PC	08/20/2021	33909	MASSON, DONALD J.	861		608.51
08/14/2021	PC	08/20/2021	33910	LABLANCE, MAUREEN J.	863		277.59
08/14/2021	PC	08/20/2021	33911	LIVINGSTON, BRIAN D.	866		1,891.80
08/14/2021	PC	08/20/2021	33912	STANLEY, MARK J.	867		72.16
08/14/2021	PC	08/20/2021	33913	KLOOSTER, PATRICK H.	868		501.46
08/14/2021	PC	08/20/2021	33914	WAY, KRISTINA M.	870		203.04
08/14/2021	PC	08/20/2021	33915	DIETRICH, ARLENE M.	871		332.21
08/14/2021	PC	08/20/2021	33916	BERRY, ROBERT J.	872		233.02
08/14/2021	PC	08/20/2021	33917	WYMAN, MATTHEW A.	927		1,890.81
08/14/2021	PC	08/20/2021	33918	MILLER, WILLIAM S.	933		1,397.57
08/14/2021	PC	08/20/2021	33919	DOUGLAS, MARK	935		1,215.94
08/14/2021	PC	08/20/2021	33920	MCCRANEY, RUSSELL R.	936		1,433.47
08/14/2021	PC	08/20/2021	33921	FRATRICK, JOSEPH W.	940		825.89
08/14/2021	PC	08/20/2021	33922	PAALMAN, STEPHEN J.	942		927.79
08/14/2021	PC	08/20/2021	33923	MCMULLEN, DONALD R.	1000		345.20
08/14/2021	PC	08/20/2021	33924	FRANCIS, CATHERINE A.	2029		96.00
08/14/2021	PC	08/20/2021	33925	DUERR, JANE R.	2042		100.75
08/14/2021	PC	08/20/2021	33926	HERDER, DIANE M.	2044		180.00
08/14/2021	PC	08/20/2021	33927	OHALLORAN, LINDA J.	2045		213.50
08/14/2021	PC	08/20/2021	33928	CURREY-KOLB, KAY E.	2046		104.00
08/14/2021	PC	08/20/2021	33929	OOSTHUIZEN, ANNE DIP	2047		91.00
08/14/2021	PC	08/20/2021	33930	HAVEMAN, NANCY A.	2048		84.00
08/14/2021	PC	08/20/2021	33931	LINKLATER, LINDA K.	2049		72.00
08/14/2021	PC	08/20/2021	33932	LEGENZA, TAMMY L.	2052		180.00
08/14/2021	PC	08/20/2021	33933	EATON, JOHN R.	2053		101.50
08/14/2021	PC	08/20/2021	33934	VOORHEIS, MARGARET	2054		180.00

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
08/14/2021	PC	08/20/2021	33935	BRADLEY, SEAN P.	2057		180.00
08/14/2021	PC	08/20/2021	33936	FOCHTMAN, MICHAEL A.	2059		180.00
08/14/2021	PC	08/20/2021	33937	WARRINER, RYAN T.	99003		192.87
08/14/2021	PC	08/20/2021	33938	PETERSON, BENJAMIN D	99050		205.58
08/14/2021	PC	08/20/2021	134265	WHITLEY, ANDREW T.	522		2,503.10
08/14/2021	PC	08/20/2021	134266	MORRISON, KEVIN P.	601		1,055.34
08/14/2021	PC	08/20/2021	134267	SNYDER, JACOB M.	756		726.37
08/14/2021	PC	08/20/2021	134268	COX, RONALD L.	869		58.14
08/14/2021	PC	08/20/2021	134269	BUDAY, JOAN E.	2011		108.00
08/14/2021	PC	08/20/2021	134270	CIUK, JULIA A.	2035		84.00
Grand Totals:			124				137,069.49

Report Criteria:
Computed checks included
Manual checks included
Supplemental checks included
Termination checks included
Void checks included

Check Number	Payee	Amount
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134281	AMAZON CAPITAL SERVICES	296.12
134282	AT&T	1,604.36
134283	AT&T	71.65
134284	AT&T LONG DISTANCE	48.65
134285	AT&T MOBILITY	848.80
134286	CHARLEVOIX STATE BANK	10,452.03
134287	CHARTER COMMUNICATIONS	871.14
134288	DELTA DENTAL	3,318.26
134289	EQUITABLE FINANCIAL LIFE INSURAN	623.53
134290	GREAT LAKES ENERGY	288.91
134291	HOLIDAY STATIONSTORES LLC	7,140.70
134292	PRIORITY HEALTH	53,559.57
134293	RANGE TELECOMMUNICATIONS	160.00
134294	STANDARD INSURANCE CO	2,559.23
134295	TELNET WORLDWIDE	248.92
134296	VERIZON WIRELESS	88.27
134297	VSP INSURANCE CO. (CT)	567.15
134298	WEX BANK	264.19
134299	WEX BANK	522.00
Total 08/23/2021:		83,533.48
Grand Totals:		83,533.48

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
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08/28/2021	PC	09/03/2021	33940	GOLDING, JOYCE M.	106		2,367.33
08/28/2021	PC	09/03/2021	33941	DEROSIA, PATRICIA E.	107		968.38
08/28/2021	PC	09/03/2021	33942	DOTSON, LINDSEY J.	109		1,455.10
08/28/2021	PC	09/03/2021	33943	KLOOSTER, ALIDA K.	121		2,175.68
08/28/2021	PC	09/03/2021	33944	GOLOVICH, KAREN J.	122		974.83
08/28/2021	PC	09/03/2021	33945	BARNEVELD, RICHELLE	123		1,163.84
08/28/2021	PC	09/03/2021	33946	SCHULZ, GINNY L.	125		1,462.22
08/28/2021	PC	09/03/2021	33947	MILLER, FAITH G.	142		56.00
08/28/2021	PC	09/03/2021	33948	MCGINN, KELLY A.	146		2,120.13
08/28/2021	PC	09/03/2021	33949	SCHEEL, CRESTON R.	148		381.55
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08/28/2021	PC	09/03/2021	33951	SCHOLEY, ROBERT W.	204		1,627.57
08/28/2021	PC	09/03/2021	33952	UMULIS, MATTHEW T.	205		918.72
08/28/2021	PC	09/03/2021	33953	ORBAN, BARBARA K.	209		1,231.96
08/28/2021	PC	09/03/2021	33954	RILEY, DENISE M.	213		397.91
08/28/2021	PC	09/03/2021	33955	MUNK, CHRISTOPHER J.	215		1,369.74
08/28/2021	PC	09/03/2021	33956	SCHICK, TIELER R.	216		1,459.28
08/28/2021	PC	09/03/2021	33957	STEWART, MORGAN J.	217		1,293.78
08/28/2021	PC	09/03/2021	33958	MATELSKI, KRISTEN L.	230		1,382.24
08/28/2021	PC	09/03/2021	33959	BINGHAM, LARRY E.	240		846.23
08/28/2021	PC	09/03/2021	33960	MACGILLIVRAY, ROGER	244		772.89
08/28/2021	PC	09/03/2021	33961	WESTRICK, AARON J.	246		310.12
08/28/2021	PC	09/03/2021	33962	MILLER, ZACHARY S.	247		908.99
08/28/2021	PC	09/03/2021	33963	WURST, RANDALL W.	411		1,254.78
08/28/2021	PC	09/03/2021	33964	HILLING, NICHOLAS A.	413		1,932.11
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08/28/2021	PC	09/03/2021	33966	ZACHARIAS, STEVEN B.	422		1,842.20
08/28/2021	PC	09/03/2021	33967	NEWMAN, MARK J.	424		1,596.19
08/28/2021	PC	09/03/2021	33968	LOUGHMILLER, JOHN A.	425		1,606.89
08/28/2021	PC	09/03/2021	33969	GRIFFITH, JOHN J.	500		2,995.57
08/28/2021	PC	09/03/2021	33970	EATON, BRAD A.	515		2,682.09
08/28/2021	PC	09/03/2021	33971	WILSON, TIMOTHY J.	516		3,057.67
08/28/2021	PC	09/03/2021	33972	LAVOIE, RICHARD L.	519		2,274.39
08/28/2021	PC	09/03/2021	33973	STEVENS, BRANDON C.	521		3,248.51
08/28/2021	PC	09/03/2021	33974	DRAVES, MARTIN J.	523		2,246.33
08/28/2021	PC	09/03/2021	33975	ANDERSON, ELIZABETH	526		1,234.96
08/28/2021	PC	09/03/2021	33976	KENWABIKISE, DAVID L.	528		1,237.04
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08/28/2021	PC	09/03/2021	33979	BRADLEY, KELLY R.	614		1,782.46
08/28/2021	PC	09/03/2021	33980	HART II, DELBERT W.	616		1,652.29
08/28/2021	PC	09/03/2021	33981	JONES, ROBERT F.	618		1,269.72
08/28/2021	PC	09/03/2021	33982	FARRELL, MITCHELL L.	622		1,396.54
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08/28/2021	PC	09/03/2021	33986	DORAN, JUSTIN J.	634		2,173.13
08/28/2021	PC	09/03/2021	33987	FREY, DYLAN V.	643		631.82
08/28/2021	PC	09/03/2021	33988	HART III, DELBERT W.	657		999.96
08/28/2021	PC	09/03/2021	33989	DOTSON, WILLIAM R.	661		460.63
08/28/2021	PC	09/03/2021	33990	BEMIS, JACKSON R.	667		711.24
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08/28/2021	PC	09/03/2021	33992	CRANDELL, ZACKARY R.	691		629.06
08/28/2021	PC	09/03/2021	33993	BLAIN, TAYLOR W.	692		573.11
08/28/2021	PC	09/03/2021	33994	FRANCE JR, JAMES A.	695		1,388.95
08/28/2021	PC	09/03/2021	33995	RABIDEAU, JACOB L.	696		796.14

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
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08/28/2021	PC	09/03/2021	33998	KNORR, KENT J.	700		1,999.54
08/28/2021	PC	09/03/2021	33999	ANZELL, BETH A.	702		1,345.75
08/28/2021	PC	09/03/2021	34000	MCDERMOTT, DENNIS J.	732		1,856.11
08/28/2021	PC	09/03/2021	34001	JASURDA, DONALD J.	748		835.72
08/28/2021	PC	09/03/2021	34002	DORST, KRISTA M.	749		387.64
08/28/2021	PC	09/03/2021	34003	MEEHAN, MAXIMUS M.	751		395.65
08/28/2021	PC	09/03/2021	34004	WHITE III, MARCUS W.	754		847.76
08/28/2021	PC	09/03/2021	34005	CUNNINGHAM, ABIGAIL A	759		210.63
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08/28/2021	PC	09/03/2021	34007	MAY, MEREDITH A.	771		118.17
08/28/2021	PC	09/03/2021	34008	WALKER, SAVANNAH P.	774		43.53
08/28/2021	PC	09/03/2021	34009	SHRIFT, EMILY K.	783		14.57
08/28/2021	PC	09/03/2021	34010	KIRINOVIC, THOMAS F.	790		421.07
08/28/2021	PC	09/03/2021	34011	WAGNER, KIRSTEN M.	793		32.93
08/28/2021	PC	09/03/2021	34012	SHEETS, SOPHIA R.	794		30.29
08/28/2021	PC	09/03/2021	34013	SMITH, ELLERY S.	795		138.76
08/28/2021	PC	09/03/2021	34014	MOOAR, ISAAK S.	796		407.02
08/28/2021	PC	09/03/2021	34015	COFFEY, JASON J.	798		765.02
08/28/2021	PC	09/03/2021	34016	DRENTH, DOUGLAS A.	838		645.98
08/28/2021	PC	09/03/2021	34017	RITTER, DAVID M.	839		446.57
08/28/2021	PC	09/03/2021	34018	GILL, DAVID R.	856		1,058.45
08/28/2021	PC	09/03/2021	34019	LABLANCE, MAUREEN J.	863		256.45
08/28/2021	PC	09/03/2021	34020	LIVINGSTON, BRIAN D.	866		1,891.80
08/28/2021	PC	09/03/2021	34021	STANLEY, MARK J.	867		126.98
08/28/2021	PC	09/03/2021	34022	KLOOSTER, PATRICK H.	868		468.66
08/28/2021	PC	09/03/2021	34023	WAY, KRISTINA M.	870		177.72
08/28/2021	PC	09/03/2021	34024	DIETRICH, ARLENE M.	871		327.15
08/28/2021	PC	09/03/2021	34025	BERRY, ROBERT J.	872		243.16
08/28/2021	PC	09/03/2021	34026	WYMAN, MATTHEW A.	927		1,909.84
08/28/2021	PC	09/03/2021	34027	MILLER, WILLIAM S.	933		1,769.05
08/28/2021	PC	09/03/2021	34028	DOUGLAS, MARK	935		1,169.46
08/28/2021	PC	09/03/2021	34029	MCCRANEY, RUSSELL R.	936		1,111.30
08/28/2021	PC	09/03/2021	34030	FRATRICK, JOSEPH W.	940		582.29
08/28/2021	PC	09/03/2021	34031	PAALMAN, STEPHEN J.	942		1,073.91
08/28/2021	PC	09/03/2021	34032	MCMULLEN, DONALD R.	1000		1,802.20
08/28/2021	PC	09/03/2021	134452	WHITLEY, ANDREW T.	522		2,310.98
08/28/2021	PC	09/03/2021	134453	MORRISON, KEVIN P.	601		1,360.02
08/28/2021	PC	09/03/2021	134454	COX, RONALD L.	869		296.02
Grand Totals:			97				114,502.11

Report Criteria:
Computed checks included
Manual checks included
Supplemental checks included
Termination checks included
Void checks included

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
08/28/2021	09/03/2021	134455	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	1,068.00
08/28/2021	09/03/2021	134456	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST T	86.90
08/28/2021	09/03/2021	134456	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	392.61
08/28/2021	09/03/2021	134457	CALIFORNIA STATE DISB	9033	Remittance ID 200000001923773	92.19
08/28/2021	09/03/2021	134458	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 8/28/2	20.00
08/28/2021	09/03/2021	134459	CHARLEVOIX STATE BAN	9017	HSA - EMPLOYEE CONTRIB - C	785.00
08/28/2021	09/03/2021	134460	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	652.33
08/28/2021	09/03/2021	134461	DISCOVER BANK	9032	Garnishment: WWR File #040038	274.18
08/28/2021	09/03/2021	134462	EQUITABLE FINANCIAL LI	9010	LIFE - VOLUNTARY Pay Period:	211.65
08/28/2021	09/03/2021	134462	EQUITABLE FINANCIAL LI	9010	SPOUSE LIFE Pay Period: 8/28/	44.02
08/28/2021	09/03/2021	134462	EQUITABLE FINANCIAL LI	9010	CHILD LIFE Pay Period: 8/28/20	4.40
08/28/2021	09/03/2021	134462	EQUITABLE FINANCIAL LI	9010	AD&D - VOLUNTARY Pay Period	34.34
08/28/2021	09/03/2021	134462	EQUITABLE FINANCIAL LI	9010	SPOUSE AD&D Pay Period: 8/28	6.84
08/28/2021	09/03/2021	134462	EQUITABLE FINANCIAL LI	9010	CHILD AD&D Pay Period: 8/28/2	2.96
08/28/2021	09/03/2021	134463	MI STATE DISBURSEMEN	9012	FRIEND OF THE COURT Pay Pe	116.55
08/28/2021	09/03/2021	134464	POLICE OFFICERS LABO	9003	POL UNION DUES Pay Period: 8	251.25
08/28/2021	09/03/2021	134465	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,516.43
Grand Totals:		17				5,559.65

Check Number	Payee	Amount
09/08/2021		
134300	ABILITA	4,598.22
134301	ABRAMOWSKI, DWAIN M.	100.00
134302	AIRGAS USA LLC	78.86
134303	ALL-PHASE ELECTRIC	993.93
134304	AMAZON CAPITAL SERVICES	52.96
134305	ANDERSON, ELIZABETH A.	50.00
134306	ANZELL, BETH A.	50.00
134307	APEX SOFTWARE	310.00
134308	AT YOUR SERVICE PLUS INC	500.00
134309	AVFUEL CORPORATION	91,410.85
134310	BAKER VEHICLE SYSTEMS INC	92.02
134311	BANDIT INDUSTRIES INC	63.03
134312	BARLOW, CAROLINE M.	50.00
134313	BARTLETT, DEBRA	121.56
134314	BATTLE, ANTHONY	75.00
134315	BE SLIGHTLY BETTER BAKERY	107.00
134316	BECKETT & RAEDER	3,948.30
134317	BELL EQUIPMENT COMPANY	225.98
134318	BERG, REBECCA	444.00
134319	BLAISDEEL, TAMMI	10.00
134320	BLARNEY CASTLE OIL CO	1,103.98
134321	BRADFORD'S	58.50
134322	CHARLEVOIX AUTO	16.00
134323	CHARLEVOIX CITY BAND	5,000.00
134324	CHARLEVOIX MOON VINEYARD LLC	50.00
134325	CHARLEVOIX PARTNERS FOR YOUTH	2,896.60
134326	CHARLEVOIX SCREEN MASTERS INC	2,177.80
134327	CHARLEVOIX TOWNSHIP	38.39
134328	CHARLEVOIX VENETIAN FESTIVAL	2,939.59
134329	CHEBOYGAN CEMENT PRODUCTS IN	714.00
134330	CHEMICAL SYSTEMS INC.	3,780.00
134331	CINTAS	151.74
134332	CINTAS CORPORATION	186.84
134333	CIVIC SYSTEMS LLC	1,200.00
134334	CMP DISTRIBUTORS INC	114.95
134335	COMPLETE MUFFLER & AUTO SERVI	71.50
134336	CONWAY PROFESSIONAL SERVICES	21,568.00
134337	COOPER, MELANIE SUE	125.00
134338	COTTAGE POTTERY	617.50
134339	CURREY FARMS LLC	106.00
134340	D&D ELECTRONICS	112.50
134341	DELL MARKETING LP	876.68
134342	DeROSIA, PATRICIA E.	50.00
134343	DHASELEER, CARL	424.00
134344	DITCH WITCH SALES OF MICHIGAN	1,168.00
134345	DOAN, GERARD P.	50.00
134346	DORAN, JUSTIN J.	50.00
134347	DOTSON, LINDSEY J.	50.00

M = Manual Check, V = Void Check

Check Number	Payee	Amount
134348	DROST LANDSCAPE	525.00
134349	DUTCH OVEN, THE	100.00
134350	DVORACEK, SARAH	50.00
134351	EDGEWATER RESOURCES LLC	1,317.84
134352	ELHORN ENGINEERING COMPANY	1,500.00
134353	ELLIOTT, PATRICK M.	50.00
134354	ELLSWORTH FARMER'S EXCHANGE	1,127.82
134355	FAGEN, PAUL	82.66
134356	FARMER WHITE'S	488.00
134357	FREEDOM MAILING SERVICES INC	2,268.29
134358	GATEHOUSE MEDIA MICHIGAN HOLDI	422.00
134359	GFL ENVIRONMENTAL	5,362.57
134360	GINOP SALES INC	133.18
134361	GOLDEN HILLS MAPLE SYRUP	27.00
134362	GOLDING, JOYCE M.	50.00
134363	GOLOVICH, RENEE	70.00
134364	GRACE, LYNN	397.73
134365	GRAINGER	8,089.28
134366	GRAINGER	510.89
134367	GRAND TRAVERSE GARAGE DOOR C	185.04
134368	GRIFFITH, JOHN J	50.00
134369	GRP ENGINEERING INC	782.50
134370	GUNTZVILLER, RHONDA	671.00
134371	HACH COMPANY	1,997.64
134372	HARDY DIAGNOSTICS	194.92
134373	HEYDLAUFF, MARK L.	785.40
134374	HILLING, NICHOLAS A.	50.00
134375	HYDRO CORP	539.50
134376	IPS GROUP INC	2,733.95
134377	JACK DOHENY COMPANY	2,197.05
134378	JACKLIN STEEL SUPPLY CO	730.55
134379	KEEP CHARLEVOIX BEAUTIFUL	10,000.00
134380	KENNEDY INDUSTRIES INC	4,187.86
134381	KLOOSTER, ALIDA K.	50.00
134382	KNORR, KENT J.	50.00
134383	KSS ENTERPRISES	4,820.30
134384	LAWRENCE, SHEA	75.00
134385	LIVINGSTON, BRIAN D.	50.00
134386	LOTTIE'S BAGELS	224.00
134387	LOUGHMILLER, JOHN	230.88
134388	LUNDTEIGEN, GUNNAR	4,287.95
134389	MATELSKI, KRISTEN L.	50.00
134390	MATTS LLC	210.00
134391	MCCARDEL CULLIGAN-PETOSKEY	51.50
134392	MCDERMOTT, DENNIS J.	86.25
134393	McGINN, KELLY A.	50.00
134394	MCMULLEN, DONALD R.	50.00
134395	MICHIGAN MUNICIPAL LEAGUE	17,242.00
134396	MILLER, WILLIAM S.	50.00

Check Number	Payee	Amount
134397	MORTENSEN FUNERAL HOME	998.00
134398	MUNK, CHRISTOPHER J.	388.56
134399	MUTT MITT	1,939.75
134400	MY TCBD	50.00
134401	NORTH COUNTRY CRITTERS	100.00
134402	NORTHERN LAKES ECONOMIC ALLIA	2,500.00
134403	NORTHERN PUMP SERVICE INC	3,364.36
134404	NORTHERN SAFETY CO INC	187.08
134405	NORTHWEST FIRE	434.90
134406	NORTHWEST HYDRAULICS & ENGRG	552.47
134407	OHM ADVISORS	1,508.00
134408	OSTLUND PEST CONTROL LLC	435.00
134409	PENINSULA FIBER NETWORK LLC	470.00
134410	PERRY, MIKE	44.00
134411	PK CONTRACTING	17,396.19
134412	PLUNKETT COONEY	40.00
134413	POWER LINE SUPPLY	28,023.64
134414	POWER SYSTEM ENGINEERING	4,797.22
134415	PRESTON FEATHER	734.30
134416	PRO COMM INC	699.75
134417	PRO IMAGE DESIGN - PETOSKEY	4,275.00
134418	PVS TECHNOLOGIES INC	6,850.23
134419	QUILL LLC	38.33
134420	RCL CONSTRUCTION CO INC	5,700.95
134421	REVOLUTION BIKE LLC	179.93
134422	RHUDY, MIA	82.60
134423	RYLANDER, DONALD	100.00
134424	SCHOLEY, ROBERT W.	50.00
134425	SITE PLANNING DEVELOPMENT INC	386.20
134426	SKRETTING USA	286.58
134427	SPACE INC	542.76
134428	SPARTAN DISTRIBUTORS INC	30,070.76
134429	STATE AND MASON LLC	1,000.00
134430	STATE OF MICHIGAN	30.00
134431	SUMMIT FIRE PROTECTION	390.00
134432	TARGET SPECIALTY PRODUCTS	1,683.60
134433	TAYLOR RENTAL	94.05
134434	Tillie's Tafel	79.00
134435	TRANSUNION RISK AND ALTERNATIV	150.00
134436	TRIMPER, ELLEN	53.49
134437	U S BANK	691,800.00
134438	UNIFIRST CORPORATION	708.52
134439	UNIVERSAL CREDIT SERVICES INC	40.00
134440	UP NORTH ASSESSING INC	5,100.00
134441	USA BLUE BOOK	1,773.53
134442	VERDIN COMPANY, THE	224.75
134443	WILLIAM WILSON	50.00
134444	WILLIAMS, SVEN	17.00
134445	WINNIE'S ORIGINALS LLC	65.00

M = Manual Check, V = Void Check

Check Number	Payee	Amount
134446	WORK 'N PLAY SHOP	353.77
134447	WURST, RANDALL W.	50.00
134448	WYMAN, MATTHEW A.	50.00
134449	XEROX FINANCIAL SERVICES	168.84
134450	YA YA'S NATURAL BAKERY	210.00
134451	ZIIBIMIJWANG INC	494.00
Total 09/08/2021:		1,042,046.94
Grand Totals:		1,042,046.94

M = Manual Check, V = Void Check

Check Number	Payee	Amount
08/16/2021		
81621001	MICHIGAN PUBLIC POWER AGENCY	36,582.24
Total 08/16/2021:		36,582.24
Grand Totals:		36,582.24

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Amount
82021001			
08/20/2021	82021001	**EFTPS* Payroll Taxes	12,397.04
08/20/2021	82021001	**EFTPS* Payroll Taxes	12,397.04
08/20/2021	82021001	**EFTPS* Payroll Taxes	2,899.34
08/20/2021	82021001	**EFTPS* Payroll Taxes	2,899.34
08/20/2021	82021001	**EFTPS* Payroll Taxes	17,049.32
Total 82021001:			
5			47,642.08
82021002			
08/20/2021	82021002	Alerus Financial	350.00
Total 82021002:			
1			350.00
82021003			
08/20/2021	82021003	STATE OF MICHIGAN	7,180.05
Total 82021003:			
1			7,180.05
82021004			
08/20/2021	82021004	Vantagepoint - 401 Plan 109153	957.68
Total 82021004:			
1			957.68
82021005			
08/20/2021	82021005	Vantagepoint - 457 Plan 300959	5,039.00
08/20/2021	82021005	Vantagepoint - 457 Plan 300959	2,501.64
08/20/2021	82021005	Vantagepoint - 457 Plan 300959	4,042.95
08/20/2021	82021005	Vantagepoint - 457 Plan 300959	7,896.77
Total 82021005:			
4			19,480.36
82021006			
08/20/2021	82021006	Vantagepoint - Roth IRA 706117	1,080.76
Total 82021006:			
1			1,080.76
Grand Totals:			
13			76,690.93

Check Number	Payee	Amount
08/20/2021		
82021007	MERS	53,296.57
Total 08/20/2021:		53,296.57
Grand Totals:		53,296.57

M = Manual Check, V = Void Check

Check Number	Payee	Amount
08/23/2021		
82321001	MICHIGAN PUBLIC POWER AGENCY	12,861.78
Total 08/23/2021:		12,861.78
Grand Totals:		12,861.78

M = Manual Check, V = Void Check

Check Number	Payee	Amount
08/25/2021		
82521001	MICHIGAN PUBLIC POWER AGENCY	258,803.51
Total 08/25/2021:		258,803.51
Grand Totals:		258,803.51

M = Manual Check, V = Void Check

Check Number	Payee	Amount
08/30/2021		
83021001	MICHIGAN PUBLIC POWER AGENCY	22,876.40
Total 08/30/2021:		22,876.40
Grand Totals:		22,876.40

Check Issue Date	Check Number	Payee	Amount
90321001			
09/03/2021	90321001	**EFTPS* Payroll Taxes	10,783.96
09/03/2021	90321001	**EFTPS* Payroll Taxes	10,783.96
09/03/2021	90321001	**EFTPS* Payroll Taxes	2,522.04
09/03/2021	90321001	**EFTPS* Payroll Taxes	2,522.04
09/03/2021	90321001	**EFTPS* Payroll Taxes	14,236.31
Total 90321001:			
	5		40,848.31
90321002			
09/03/2021	90321002	Alerus Financial	350.00
Total 90321002:			
	1		350.00
90321003			
09/03/2021	90321003	STATE OF MICHIGAN	6,118.33
Total 90321003:			
	1		6,118.33
90321004			
09/03/2021	90321004	Vantagepoint - 401 Plan 109153	957.68
Total 90321004:			
	1		957.68
90321005			
09/03/2021	90321005	Vantagepoint - 457 Plan 300959	5,039.00
09/03/2021	90321005	Vantagepoint - 457 Plan 300959	2,512.85
09/03/2021	90321005	Vantagepoint - 457 Plan 300959	4,115.79
09/03/2021	90321005	Vantagepoint - 457 Plan 300959	8,014.91
Total 90321005:			
	4		19,682.55
90321006			
09/03/2021	90321006	Vantagepoint - Roth IRA 706117	1,080.76
Total 90321006:			
	1		1,080.76
Grand Totals:			
	13		69,037.63

Check Number	Payee	Amount
09/08/2021		
3655	BARRON TITLE AGENCY	9.00
3656	CHARLEVOIX COUNTY TREASURER	219.49
3657	CHARLEVOIX COUNTY TREASURER	1,063,073.19
3658	CHARLEVOIX PUBLIC SCHOOLS	1,259,472.97
3659	CHARLEVOIX PUBLIC SCHOOLS	113,988.90
3660	CHARLEVOIX PUBLIC SCHOOLS	199,687.08
3661	CHARLEVOIX PUBLIC SCHOOLS	35,414.97
3662	CHARLEVOIX PUBLIC SCHOOLS	41,928.64
3663	CITY OF CHARLEVOIX - TAXES DUE	1,228,735.64
3664	LERETA LLC	1,377.00
3665	LERETA LLC	1,004.83
3666	LERETA LLC	603.23
3667	NEALE, ROBERT	1,990.08
3668	STATE OF MICHIGAN	1,183.77
Total 09/08/2021:		3,948,688.79
Grand Totals:		3,948,688.79

CHECKS DRAWN ON CHARLEVOIX STATE BANK ACCOUNT

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Planning Commission Resignation - Emma Suarez Pawlicki

DATE: September 7, 2021

BACKGROUND:

Emma Suarez Pawlicki submitted her resignation from the Planning Commission.

RECOMMENDATION:

Motion to approve the resignation of Emma Suarez Pawlicki from the Planning Commission.

ATTACHMENTS:

- Letter of Resignation

August 16, 2021

Joyce Golding
City Clerk
City of Charlevoix
210 State Street
Charlevoix, MI. 49720

Dear Joyce:

This is to inform you of my resignation from the Charlevoix Planning Commission, effective immediately. I have enjoyed my time on the commission and appreciate being appointed. It has been an excellent experience, but circumstances are requiring us to move from the area. We will miss Charlevoix and the people we have met here.

Sincerely,

Emma Suarez Pawlicki

Emma Suarez Pawlicki
335 Bridge Street NW, Apartment 804
Grand Rapids, MI 49504

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Annual Exemption for PA152

DATE: September 7, 2021

BACKGROUND:

Public Act 152 (PA 152) or the Publicly Funded Health Insurance Contribution Act limits the amount public employers pay toward employee medical benefits.

The City has three options for complying with the requirements of PA 152, which it must do on an annual basis. The three options are:

1) "Hard Cap" Option – limits the amount the City may contribute annually to employees' medical benefit plans based on coverage levels, as defined by the State Treasury on an annual basis. The contribution limits for CY 2021 are included in your agenda packets.

2) "80%/20%" Option – limits the City's share of total annual health care costs to not more than 80%. This option requires a majority vote by the Council annually.

3) "Exemption" or "Opt Out" Option – the City may exempt itself from the requirements of PA 152 by an annual 2/3 vote of Council.

Since the law has been in effect, Council has voted unanimously to exempt the City from the requirements of PA 152. For the upcoming 2021-22 medical benefit plan coverage year which starts October 1st, staff recommend Council again vote to exempt the City from the PA 152 requirements.

The City of Charlevoix uses a hybrid approach to sharing costs with employees. Non-union, PLC, and CWA employees will pay 20% for the higher cost $500 deductible plan and 5% for the lower cost HSA plan.

For the 2021-22 insurance plan year, the City will still maintain two insurance plans. There are currently 3 employees on the higher cost $500/1000 deductible plan, 40 employees on the lower cost HSA plan, 2 employee that pick up Dental and Vision services only, and 4 employees that opt out of health insurance.

The HSA plan was modified this year in order to reduce the premiums by -0.5%. The out of pocket maximum changed from $2000 to $2,500 after the deductible. The deductible changed from $1,400 to $1,500. The City has increased the contributions it makes to the employees HSA plan. The contribution for a plan for a Employee only has increased from $1,350 to $1,550. The contribution for a plan for a double or family has increased from $2,500 to $3,100. The premium increase for the higher cost $500/$1000 deductible plan was 1.7%. No changes were made to this plan.

RECOMMENDATION:

Motion to approve Resolution 2021-09-01 adopting the annual exemption option as set forth in PA 152.

ATTACHMENTS:

- Public Employer Contribution Limits for 2021 and 2022 (Hard Caps)
- Resolution 2021-09-01 PA 152

STATE OF MICHIGAN
DEPARTMENT OF TREASURY

GRETCHEN WHITMER
GOVERNOR

RACHAEL EUBANKS
STATE TREASURER

March 18, 2021

PUBLIC EMPLOYER CONTRIBUTIONS TO MEDICAL BENEFIT PLANS ANNUAL COST LIMITATIONS – CALENDAR YEAR 2022

For a medical benefit plan coverage year beginning on or after January 1, 2012, MCL 15.563, as last amended by 2018 Public Act 477, sets a limit on the amount that a public employer may contribute to a medical benefit plan.

For medical benefit plan coverage years beginning on or after January 1, 2013, MCL 15.563 provides that the dollar amounts that are multiplied by the number of employees with each coverage type be adjusted annually. Specifically, the dollar amounts shall be adjusted, by October 1 of each year after 2011 and before 2019, by the change in the medical care component of the United States consumer price index for the most recent 12-month period for which data are available. By April 1 of each year after 2018, the dollar amounts shall be adjusted by the change in the medical care component of the U.S. consumer price index for the most recent 12-month period for which data are available. For calendar year 2021, the limit on the amount that a public employer may contribute to a medical benefit plan was set to the sum of the following:

- $ 7,043.89 times the number of employees and elected public officials with single-person coverage
- $14,730.96 times the number of employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage
- $19,210.66 times the number of employees and elected public officials with family coverage.

The limits for 2022 equal the 2021 limits increased by **3.7 percent.** The 3.7 percent is the percentage change in the medical care component from the period March 2019-February 2020 to the period March 2020-February 2021.

Thus, for medical benefit plan coverage years beginning on or after January 1, 2022, the limit on the amount that a public employer may contribute to a medical benefit plan equals the sum of the following:

- **$ 7,304.51** times the number of employees and elected public officials with single-person coverage
- **$ 15,276.01** times the number of employees and elected public officials with individual -and-spouse coverage or individual-plus-1-nonspouse-dependent coverage
- **$ 19,921.45** times the number of employees and elected public officials with family coverage.

Rachael Eubanks

Rachael Eubanks
State Treasurer

March 18, 2021

City Council Regular Meeting -

CITY OF CHARLEVOIX
RESOLUTION NO. 2021-09-01
RESOLUTION TO ADOPT THE ANNUAL EXEMPTION OPTION AS SET FORTH IN 2011 PUBLIC ACT 152,
THE PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT

WHEREAS, 2011 Public Act 152 (the "Act") was passed by the State Legislature and signed by the Governor on September 24, 2011; and

WHEREAS, the Act contains three options for complying with the requirements of the Act; and

WHEREAS, the three options are as follows:

1) Section 3 - "Hard Caps" Option - limits a public employer's total annual health care costs for employees based on coverage levels, as defined in the Act;
2) Section 4 - "80%/20%" Option - limits a public employer's share of total annual health care costs to not more than 80%. This option requires an annual majority vote of the governing body;
3) Section 8 - "Exemption" Option - a local unit of government, as defined in the Act, may exempt itself from the requirements of the Act by an annual 2/3 vote of the governing body; and

WHEREAS, the City Council has decided to adopt the annual Exemption option as its choice of compliance under the Act.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Charlevoix elects to comply with the requirements of 2011 Public Act 152, the Publicly Funded Health Insurance Contribution Act, by adopting the annual Exemption option for the medical benefit plan coverage year October 1, 2021 through September 30, 2022.

RESOLVED this 7th day of September, 2021 A.D.

Resolution was adopted by the following yea and nay vote:
Yeas:
Nays:
Absent:

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: 150 kVA Pad Mount Transformers: $21,452.22

DATE: September 7, 2021

BACKGROUND:

Through its Vendor Managed Inventory (VMI) agreement with Power Line Supply, the Electric Department requested a quote for two 150 kVA pad mounted transformers. Through the agreement, Power Line Supply gets competitive bids on the city's behalf, then submits the lowest qualifying bid as a quote to the department. The transformers will be placed into the department's inventory.

RECOMMENDATION:

Motion to approve the purchase of two 150 kVA pad mounted transformers from Power Line Supply in the amount of $21,452.22 as presented.

ATTACHMENTS:

- PLS Quotation

Eaton
Power Systems Division
Proposal Number: W21264720P
Date: Aug 05, 2021

POWER LINE SUPPLY COMPANY
420 SOUTH ROTH STREET SUITE A
REED CITY Michigan 49677-9115

End Customer: CITY OF CHARLEVOIX
TRANSFORMER

Eaton is pleased to present our response to your request. The attached proposal is based on our interpretation of any specifications, drawings and/or other information provided to Eaton.

Should you have any questions or require any additional information, please feel free to contact me. Eaton appreciates the opportunity to provide a response to your inquiry and looks forward to receiving your order.

Sincerely,

OPEN (ISR GULF)
PSUtilityGulf@Eaton.com

Proposal Specifics

- Proposal Valid From: Aug 05, 2021
- Proposal Valid To: Sep 04, 2021
- Terms of Sale: PP2 - FOB Plant - Freight Prepaid and Allowed
- Payment Terms: Net 30 Days
- Standard 12 Months Warranty

Orders must be issued to "Cooper Power Systems, LLC" and are subject to the included Eaton's Terms and Conditions of Sale and/or previously agreed to terms and conditions. For additional ordering information, please see the Proposal Notes section.

Notes
Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof. --- Pricing will be reviewed upon the announcement of any tariffs pertaining to the importation or exportation of key components or power distribution products in their entirety. --- Orders must be issued to "Cooper Power Systems, LLC" and are subject to Eaton's Terms and Conditions of Sale that are included or have been provided previously to the buyer. --- The following are the purchase order requirements for Eaton's Power Systems Division --- All purchase orders must have the following clearly identified to be accepted by Power Systems. If a purchase order is missing any one of the requirements, it will be returned for revision prior to entering the order. • Legal entity -- Cooper Power Systems • PO number • Sold to number or address • Ship to number or address ('will advise' acceptable temporarily) • Price per line item • Quantity per line item • Catalog number, customer material number, or quote number with identified item numbers • Freight Terms • Currency if international • Payment Terms ---

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Notes

Listing any of the following additional requirements on your purchase order will assist in the speed and accuracy of processing your order and preventing orders from being placed on hold:

• Valid and current contract or quote number

• Shipping Notes (if required)

- If shipping collect an account number must be provided

- If shipping third party a payer address is needed

- If shipping direct to the end user, provide an address, contact name and contact number

- If shipping complete, this must be noted

• Please note any special instructions, including special billing and customer witness tests. It is preferred that they are highlighted.

• Lead-times

- Please note when the customer needs the material

- If expedited lead-times have been committed please note who you received the lead-time from and what the commitment was

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Proposal number and item number should be referenced on purchase order.

Quoted lead-times are based on current factory loading and are subject to change.

This quotation is valid for the unit specifically described in this proposal. Adding of any required feature not included in this description may result in revisions to price, delivery, or other particulars of the quotation.

Prices are based on ANSI Standard ambient temperatures, specifically 30°C average over any 24 hour period, 40°C maximum.

Special tools, required for installation or maintenance of units, are not included in this proposal.

City Council Regular Meeting -

Notes
Coatings and surface preparation system shall be Eaton's standard, which is in compliance with IEEE C57.12.28, Section 5, "Enclosure design and coating system requirements". First coating of metal parts shall be a high-build electro-coat formulation, applied with an electrostatic dip process, over a zinc phosphate pretreatment. Inside cabinet surfaces and tank front shall be light gray. The second coating, a urethane overcoat applied for exterior ultraviolet protection shall be applied to the external tank and cabinet surfaces. Total dry film paint thickness shall be an average of 3 mils. --- Spare parts information can be made available after receipt of order and completion of design. --- Prices do not include taxes. --- Performance of warranty services shall not extend the warranty period on the goods affected. --- This proposal is based upon data represented in Eaton's standard product submittal drawings, namely: general arrangement/outline, nameplate, high voltage and low voltage bushing details, and schematic (if required), along with spare parts list, instruction manual, and certified test reports. No other submittal documentation is implied or intended. --- Eaton's Cooper Power Systems, Transformer Products is an ISO 9001:2008 certified company, per ABS Quality Evaluations, certificate no. 38983, revised July 07, 2015. --- In the event Buyer cancels this agreement after award, Buyer may terminate upon payment to Seller of reasonable termination charges, including progress billings and all incurred direct manufacturing costs. --- The price is firm for the shipment quoted. For later shipments, per customer request or caused by customer delay, the price will be increased 1.5% for each month or portion of month that shipment is delayed. ---

Notes
Shipment can be made in specified lead time from receipt of complete order information at the factory. Orders entered for Record Drawings, drawings will be made available 5-6 weeks after receipt of complete order information. If Approval Drawings are required, drawings will be made available based on lead time provided in this quote after receipt of complete order information. Approved drawings are requested to be returned in four weeks. Shipment can be made in specified lead time after receipt of approved drawings. This leadtime is valid as of the date of this quotation. Leadtimes are subject to change based on availability of standard production space and/or non-stock materials. Please contact your Eaton representative to confirm the leadtime at order entry. ---------- Transformer(s) shall leave the factory with a positive tank pressure reading. Eaton cannot guarantee a specific pressure upon shipment or arrival due to the varying external influences of atmospheric pressure and temperature. ---------- Eaton performs the routine tests as defined in the current IEEE standards C57.12.00 and C57.12.90, which include: • Ratio, Polarity, and Phase Relation: Ensures correct winding ratios, phase shift, and tap voltages. Tested at a maximum of 100V. • Winding Resistance: Verifies the integrity of internal HV and LV connections; provides data for loss upgrade calculations. • Insulation Power Factor: This test verifies that vacuum processing has thoroughly dried the insulation system to required limits. Please note ECPS does not utilize Doble testing equipment. • Routine Impulse Tests: The most severe test, simulating a lightning surge. Applies one reduced wave and one full wave to verify the BIL rating. • Applied Potential: Applied to both high-voltage and low-voltage windings, this test stresses the entire insulation system to verify all live-to-ground clearances. • Induced Potential: 3.46 times normal plus 1000 volts for reduced neutral designs, twice normal voltage for full-neutral designs. • Loss Test: These design verification tests are conducted to ensure that guaranteed loss values are met and that test values are within design tolerances. Tests include no-load loss and excitation current along with impedance voltage and load loss. • Leak Test: Pressurizing the tank for approximately 4 to 6 hours to ensure a complete seal, with no weld or gasket leaks, to eliminate the possibility of moisture infiltration or oil oxidation. ----------

Notes
Design performance tests performed on similar prototype units but not on production units include: • Temperature Rise: Our automated heat run facility ensures that any design changes meet IEEE temperature rise criteria. • Audible Sound Level: Ensures compliance with NEMA requirements. • IEEE Lightning Impulse: To assure superior dielectric performance, this test consists of one reduced wave, two chopped waves and one full wave in sequence, precisely simulating the harshest conditions. • Short Circuit: All units are certified to IEEE C57.12.90. Certification available upon request. • Tank Distortion & Rupture: Ensures 7 psi without permanent deformation, and 15 psi without rupture. --- This proposal is based upon standard factory testing. These tests are the routine tests as defined by IEEE C57.12.00. Certified test reports can be provided at no additional charge, if requested. The following special tests, witness of tests, or inspections must be individually itemized and shown on the Purchase Order. Any additions of these items after the initial P.O. date will be 2X the cost of the test or inspection: TEST Prices are per unit (USD) Heat Run: $3000 /unit, +1 week Chopped Wave Impulse Test (HV only): $2500/unit Full & Reduced Wave Impulse Test (LV only*): $2500/unit Record of Impulse Oscillogram Waveforms: $500/unit Sound Test (per NEMA TR-1): $2500/unit, +1 week Zero Sequence Impedance Test: $1000/unit 24 Hour Leak Test: $500/unit Insulation Resistance (Megger): $500/unit Dissolved Gas Analysis: $600/unit PCB Fluid Testing: $500/unit Fluid Dielectric Testing: $500/unit Detection of Sulfur Dioxide: $500/unit Sweep Frequency Response Analysis (SFRA): $4000/unit, +1 week *Only available if LV BIL is 60 kV or higher --- WITNESS / INSPECTION VISIT: Customer Witness of Routine Test/Final Inspect: $2000 USD per unit, +1 week Customer Final Inspection: $1500 USD per unit, +1 week Core and Coil Inspection: $1000 USD per unit, +1 week Photographic Record of Core/Coil/Tanking: $750 USD per unitPlease note that only one unit of each catalog design may be witness tested, including identical designs of double-ended substations. --- If the scheduled delivery of any Equipment is delayed by Purchaser past the agreed ship date by more than 2 weeks or by Force Majeure, Eaton reserves the right to move the product to external storage near

Notes
Eaton's factory where the customer will assume title/ownership at that site. Any cost for transportation, material handling, and storage will be the responsibility of the purchaser and will be charged on a monthly basis and will be as defined below. Alternatively, Eaton can assist with significantly lower cost, off-site storage options to mitigate factory on-site storage fees. The warranty period commences upon shipment. Storage charges: $500/ Week Load and Unload Charge: $3000 ---------- Eaton recommends for all transformer and regulator applications Envirotemp FR3 dielectric fluid ("FR3") in lieu of naphthenic mineral oil because of FR3's superior biodegradability, firepoint and paper insulation life extension properties. Eaton has provided a quote per your current specification, but will quote FR3 as a fluid option if requested. ---------- CLARIFICATION: (Testing): Eaton CPSD's standard, routine testing in accordance with IEEE C57.12.00 and procedures per IEEE C57.12.90 shall be applied. Pricing for testing other than routine as defined by IEEE is not included in the base price of this proposal (unless special testing is otherwise noted on the quoted bill of materials). Please see Proposal Notes (below quoted items, towards end of proposal) for per unit price adders if additional testing (or witnessing of) is required. [note: Short circuit testing is performed on new designs / prototype units only and shall not be offered/performed on production units - SC certification available upon request] Standard testing submittal data shall consist of the following: • Transformer/order information (Test date, Customer name/SO#/PO#, catalog number, serial number, kVA, voltages, frequency, cooling class, and temp. rise) • Loss data (quoted losses (if applicable), tested no load losses, tested load losses, and tested total losses) • DOE eff. compliance (if applicable) • Percentages for excitation current, impedance, reactance, and resistance • Regulation at 0.8% and 1.0% PF • Statement of compliance for All transformers, noting the units are manufactured using insulating fluid containing less than 1 PPM PCBs. (tested per ASTM D4059) • Statement of 'passing' value for the following tests: Continuity, Ratio, Leak, Polarity and Phase-Relation, Routine Impulse, Induced Voltage, and Applied Voltage Long form test report may be requested at no additional

Notes
charge and will provide (in addition to the above): • Applied potential values (nominal voltage and associated applied potential value) • Insulation Power Factor in percentage • Primary and secondary winding resistance (with test temperatures) If additional data is required a special request must be submitted at time of order. Specific turns ratio test values are not provided unless specifically requested. Record of impulse oscillograms are available for purchase and must be noted as a requirement at time of order. Any additional information beyond the above mentioned will need to be specifically requested at time of order and is subject to approval by Eaton Power Systems Marketing group. --- Orders placed on hold must be done so at least 8 weeks prior to ship date. These orders can only be held a maximum of sixty days. After that period they will be viewed as a cancellation, subject to cancellation terms. At the time the order is released from the hold, it will be rescheduled at current lead time. --- All 3 phase padmount transformers will be designed and manufactured in accordance with the latest revision of IEEE Standards C57.12.34 and C57.12.28. --- For a fee of $1500 per design, Eaton will provide approval drawings prior to placement of a purchase order for the quoted units. This fee can then be applied toward the future purchase of the quoted units. For more information, please contact your Eaton Sales Representative. Approval drawing lead-time is 3-4 weeks.

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Item Summary

*Proposal Total does not include any alternate items listed below

Items

Item #	Catalog # Customer Material #	Description	Manufacturing Lead Time (Weeks)	***Approval Drawing Lead Time (Weeks)	Price Each	Qty	Total Price
1.0	**00000P08K8MA**	150 kVA 12470GY/7200 208Y/120	25	5	$10,726.11	2	$21,452.22

Eventual Catalog # to Order
*** Upon receipt of clean order information (see Proposal Details for requirements)

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Item Details

Item Number: 1.0

Catalog #: **00000P08K8MA**
Customer RFQ Information: Email: Attachments dated 2021-07-20

Price Each	Quantity	Extended Price
$10,726.11USD	2	$21,452.22 USD

Lead-time (Per Lead-time definition in Proposal Details):
Manufacturing Lead-time: 25weeks after release of order by customer
Approval Drawing Lead-time: 5 weeks upon receipt of order

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kVA	150 kVA 3 Phase Pad-Mounted Transformer
Temperature Rise	65 degree average winding rise
Cooling Class	ONAN
Insulating fluid	Mineral Oil
Efficiency Standard	DOE 2016
High Voltage	12470GY/7200 Volts
High Voltage kV Class	15 kV Class
High Voltage kV BIL	95 kV BIL
Primary Termination Style	Dead Front
Primary Feed Type	Loop Feed
Taps	No Taps
High Voltage Bushings	200 amp Cooper bushing wells (Qty: 6)
High Voltage Inserts	15 kV, 95 kV BIL load-break inserts (Qty: 6)
Load-break Switching	15-38 kV, 300A 2-Position
Load-break Switch Location	Frontplate HV Compartment
Arresters	None
Expulsion fuses	Bayonet fuses (Qty: 3)
Bayonet Holder	Copper Bayonet Fuse Holder (Qty: 3)
Low Voltage	208Y/120 Volts
Low Voltage kV Class	1.2 kV Class
Low Voltage kV BIL	30 kV BIL
Secondary Termination Style	Live Front
Secondary Feed Type	Radial Feed
Low Voltage Bushing Location	LV Frontplate (seg 1)
Low Voltage Bushing Arrangement	Staggered
Low Voltage Bushings	5/8" copper stud bushing(s) (Qty: 4)
Cabinet	20 inch deep cabinet
Cabinet hardware	Penta-head cabinet door bolts
Infrared Viewing Windows	3" Dia on Both Doors (Qty: 1 per door)

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IEEE K-Dimension	K 4.5 Loop feed per IEEE C57.12.34-2015 Figure 11 minimum dimensions (without bails)
Coatings	Munsell Green - Munsell 7GY 3.29/1.5
Corrosion-proof hardware	Corrosion-proof bushing clamps and hardware, Corrosion-proof cover hardware
Decal Options	Mr. Ouch Decal Assembly--Bilingual, Non-PCB Decal
Stenciling Options	kVA Stencil (2" Yellow Letters Outside LV Door)
Liquid Level Gauge	Liquid level gauge
Pressure Vacuum Gauges	Pressure/vacuum gauge
Thermometer	Thermometer, dial-type
Drain Valve	Drain valve with sampler in HV Compartment (1")
Fill Valve	Fill plug in LV Compartment
Pressure Relief Device	Pressure relief device, 35 SCFM
Ground Pads	IEEE standard one-hole ground pads (Qty: 3)
Packaging	Pallet
Cover	Bolted cover
Gauges Location	Inside Main Cabinet on Front Plate

PERFORMANCE DATA:	
No Load Losses @100% Average - For Information Only (@20 C)	82. Watts
Load Losses Average - For Information Only (@85 C)	2402. Watts
Impedance	3.68% (For Reference Only)
Estimated Overall Height	59.39 inches
Estimated Overall Width	60.62 inches
Estimated Overall Depth	51.36 inches
Primary Conductor Material	Aluminum
Secondary Conductor Material	Aluminum

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Terms and Conditions

1. Applicable Terms and Conditions

(a) These terms and conditions of sale establish the rights, obligations, and remedies of Buyer and Seller that apply to any order issued by Buyer for the purchase of Seller's products and/or services ("Products"). No additional or different terms or conditions, whether contained in Buyer's purchase order form or in any other document or communication pertaining to Buyer's order, will be binding on Seller unless accepted in writing by an authorized representative of Seller. Seller expressly objects to and rejects any additional or different terms and conditions, which shall be ineffective.

(b) If Seller's order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions is found to be an acceptance of an offer, acceptance is expressly made conditional upon Buyer's assent solely to these terms and conditions, and acceptance of any part of Products delivered by Seller shall be deemed to constitute such assent by Buyer. If the order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions constitutes an offer, Buyer's acceptance of the offer is hereby limited to the terms of the offer.

2. Price, Payment Terms, and Title

(a) All prices represent those in effect at the time of quotation and are subject to change without notice. Unless prices are bid or quoted as "firm," Seller reserves the right to invoice at prices in effect at the date of shipment, regardless of any prior bid and whether notice was received by Buyer. Unless otherwise indicated, prices are stated in United States dollars and are exclusive of shipping, handling, shipping insurance, duties, and sales, use, excise or similar taxes. Export packaging or any other special handling requested by Buyer will be at Buyer's expense. A service charge of $25 will be assessed for any order less than $250. Seller requires a minimum $100 emergency handling charge for all orders that require shipment the same day or next day.

(b) Buyer acknowledges that the pricing of the Products has been set based on the agreed allocation of risks contained in these terms and conditions. If, notwithstanding the provisions of these terms and conditions, a court of competent jurisdiction determines that Buyer's terms and conditions apply to an order, then Seller shall have the right to either (i) modify the prices (including retroactively) according to the additional level of risk and responsibility that Buyer's terms and conditions require Seller to undertake; or (ii)cancel the order any time after such a determination without liability for the termination other than for the Products already delivered on these terms and conditions.

(c) Unless different credit terms have been extended to Buyer in writing by Seller, payment terms are net 30 days after delivery or date of invoice, whichever first occurs, in the currency invoiced. Seller reserves the right to modify or withdraw credit terms at any time without notice. If Buyer fails to fulfil the terms of payment, Seller may defer further shipments to Buyer or, at its option, cancel the unshipped portions of Buyer's orders. Buyer agrees to pay interest on all past due invoices at the lesser of 18% per annum, compounded monthly, or the highest contractual rate allowable under the law.

(d) Until full payment of all obligations of the Buyer for an order, Seller reserves the title (but not the risk of loss) to all Products furnished under that order. If the Buyer defaults in payment or performance or becomes subject to insolvency, receivership or bankruptcy proceedings or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases or permits any lien or attachment on the Products, Seller may treat all amounts then or thereafter owing by Buyer to be immediately due and payable and Seller at its election may repossess Products for which Buyer has not paid in full. In the event of repossession of Products under this section or under the section entitled "Security Interest," Buyer agrees that Seller may enter the premises where the Products may be located and remove them without notice and without being liable to Buyer for such repossession. Buyer will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Seller, its parents, affiliates, or subsidiaries. Buyer grants Seller a security interest in Products for which title has passed to Buyer, products in which Products are incorporated, and Products that Seller sells (including all Products acquired hereafter from Seller, and all accessions, substitutions, replacements, and additions, and any proceeds from sale or disposition of Products), as security for performance by Buyer of all of its payment obligations under these terms and conditions (including obligations regarding future advances). Buyer consents to Seller's execution of any documents to evidence and perfect this security interest, and agrees to execute the same if requested by Seller.

3. Delivery and Risk of Loss

(a) Unless otherwise agreed in writing, all deliveries of Products will be EXW (Incoterms 2000) Seller's facility. Products will be packed in Seller's standard commercial shipping packages. Charges for shipping may not reflect net transportation costs paid by Seller. Buyer shall reimburse Seller for all costs of storage and handling incurred by Seller after the date that Seller is prepared to make shipment.

(b) Delivery and shipping dates are approximate and represent Seller's best estimate of the time required to make delivery or shipment. Time is not of the essence with respect to the transactions covered by these terms and conditions, except with respect to Buyer's obligation to make all related payments. Seller's obligations under these terms and conditions will be dependent upon Seller's ability to obtain necessary raw materials and components. Seller shall have the right to make partial deliveries and to ship up to forty (40) days in advance of shipping date.

4. Acceptance

Acceptance shall occur, if not before, when Buyer fails to reject within ten (10) days after delivery of the Products. Buyer may rightfully reject only when a reasonable inspection shows that the Products fail to conform substantially to the specifications for the Products. Buyer waives any right to revoke acceptance. Buyer's remedies for any nonconformity detected after acceptance are limited to those expressly provided in these terms and conditions for breach of warranty.

5. Limited Warranty

(a) Seller warrants to each original Buyer of Products that Products are, at the time of delivery to the Buyer, in good working order and conform to Seller's official published specifications, provided that no warranty is made with respect to any Products, component parts, or accessories manufactured by others but supplied by Seller.

(b) Seller's obligation under this warranty for any Product proved not to be as warranted within the applicable warranty period is limited to, at its option, replacing the Product, refunding the purchase price of the Product, or using reasonable efforts to repair the Product during normal business hours at any authorized service facility of Seller. All costs of transportation of any Product claimed not to be as warranted and of any repaired or replacement Product to or from such service facility shall be borne by Buyer.

(c) Seller may require the return of any Product claimed not to be as warranted to one of its facilities as designated by Seller, transportation prepaid by Buyer, to establish a claim under this warranty. The cost of labour for removing a Product and for installing a repaired or replacement Product shall be borne by Buyer. Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period of the Products in which they are installed to the same extent as if such parts were original components. Warranty services provided under these terms and conditions do not assure uninterrupted operations of Products; Seller shall not be liable for damages caused by any delays involving warranty service.

(d) The warranty period for Products is the shorter of twelve (12) months from the date of installation or eighteen (18) months from the date of shipment unless otherwise agreed by Seller in writing.

(e) EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, SELLER PROVIDES PRODUCTS AS-IS AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR MERCHANTIBILITY, THEIRQUALITY, THEIR NONINFRINGEMENT, OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE GOODS.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LIQUIDATED DAMAGES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO A PRODUCT SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT FROM WHICH THE CLAIM ARISES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER SELLER'S LIABILITY ARISES OR RESULTS FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, MALICE, OR INTENTIONAL CONDUCT), STRICT LIABILITY, BY OPERATION OF LAW, OR OTHERWISE

7. Cancellation and Return of Products

Orders shall not be subject to cancellation or modification either in whole or in part without Seller's written consent and then only with terms that will reimburse Seller for all applicable costs incurred by virtue of the sale, including costs of purchased materials, engineering costs, all progress billings and all incurred direct manufacturing costs. Seller's written consent must be given in advance of Buyer's return of Products for credit. Seller reserves the right to cancel any sale of Products without liability to Buyer (except for refund of monies already paid), if the manufacture or sale of the goods is or becomes technically or economically impractical.

8. Force Majeure

Seller shall not be liable for any failure to perform or delay in performing its obligations resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer or those under Buyer's control, acts of government or other civil or military authorities, priorities, strikes, or other labour disputes, fires, accidents, floods, epidemics, war, riot, embargoes, delays in transportation, lack of or inability to obtain raw materials, components, labour, fuel or supplies, or other circumstances beyond Seller's reasonable control ("Force Majeure Event"). If Seller elects, the time for performance shall be extended by a period of time equal to the time lost because of any delays caused by reasons of a Force Majeure Event. Should Seller be prevented from completing Buyer's order or any part thereof because of any Force Majeure Event, then Buyer agrees promptly upon request and upon receipt of invoice therefor, to pay Seller for any Product or Products then completed.

9. Work Product

"Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, special tooling, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others that result from or relate to the Products. All Work Product shall at all times be and remain the sole and exclusive property of Seller. Buyer hereby agrees to irrevocably assign and transfer to Seller and does hereby assign and transfer to Seller all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Buyer hereby waives any and all moral and other rights in any Work Product or any other intellectual property created, developed or acquired in respect of the Products. Seller will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that Seller deems appropriate. All tools and equipment supplied by Buyer to Seller shall remain the sole property of Seller.

10. Confidentiality

Eaton Power Systems Division
1319 Lincoln Ave
Waukesha, WI 53186 US

(a) Buyer may acquire knowledge of Seller Confidential Information (as defined below) in connection with Products and/or its performance hereunder and agrees to keep Seller Confidential Information in confidence during and following termination or expiration of this Agreement. "Seller Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including, without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product, and other material or information considered proprietary by Seller relating to the current or anticipated business or affairs of Seller that is disclosed directly or indirectly to Buyer. In addition, Seller Confidential Information means any third party's proprietary or confidential information disclosed to Buyer in the course of providing Products to Buyer.

(b) Buyer agrees not to copy, alter or directly or indirectly disclose any Seller Confidential Information. Additionally, Buyer agrees to limit its internal distribution of Seller Confidential Information to Buyer's employees who have a need to know, and to take steps to ensure that the dissemination is so limited. In no event will Buyer use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Seller Confidential Information. Buyer may disclose Seller Confidential Information that is required to be disclosed pursuant to a requirement of a government agency or law but only after Buyer provides prompt notice to Seller of such requirement and gives Seller the opportunity to challenge or limit the scope of the disclosure.

(c) Buyer further agrees not to use Seller Confidential Information except in the course of performing hereunder and will not use such Seller Confidential Information for its own benefit or for the benefit of any third party. All Seller Confidential Information is and shall remain the property of Seller. Upon Seller's written request, Buyer shall return, transfer or assign to Seller all Seller Confidential Information, including all Work Product, and all copies containing Seller Confidential Information.

11. Patent Indemnity

In the event any Product is made in accordance with drawings, samples or manufacturing specifications designated by Buyer, Buyer agrees to indemnify, defend, and hold Seller harmless from any and all damages, costs and expenses (including attorney's fees) relating to any claim arising from or relating to the design, distribution, manufacture, marketing, sale, or use of the Product or arising from or relating to a claim that such Product furnished to Buyer by Seller, or the use thereof, infringes any claim of any patent, foreign or domestic, and Buyer agrees at its own expense to undertake the defence of any suit against Seller brought upon such claim or claims.

12. Changes in Product Design or Manufacture

Seller shall have the right to change, discontinue or modify the design and construction of any of its products and to substitute material equal to or superior to that originally specified.

13. Software License

Software, if included with a Product, is hereby licensed and not sold. The license is nonexclusive, and is limited to use with the Product with which it is included. No other use is permitted and Seller retains for itself (or, if applicable, its suppliers) all title and ownership to any software delivered hereunder, all of which contains confidential and proprietary information and which ownership includes without limitation all rights in patents, copyrights, trademarks and trade secrets. Buyer shall not attempt any sale, transfer, sublicense, reverse compilation or disassembly (save to the extent expressly permitted by law) or redistribution of the software. Buyer shall not copy, disclose or display any such software, or otherwise make it available to others.

14. Compliance with Laws

Buyer shall comply with all laws and regulations applicable to Products, including but not limited to all applicable import and export laws and regulations. Buyer and Buyer's Agent shall provide all information requested by Seller relating to Seller's voluntary or mandatory compliance with any law or regulation, and Buyer shall indemnify Seller for any losses incurred by Seller arising from Buyer's or Buyer's Agent's failure to provide the information requested by Seller.

15. Waiver

No waiver of any provision of these terms and conditions (or any right or default hereunder) shall be effective unless in writing and signed by an authorized representative Seller. Any such waiver shall be effective only for the instance given, and shall not operate as a waiver with respect to any other rights or obligations under these terms and conditions or applicable law in connection with any other instances or circumstances.

16. Language

The parties have expressly required that these terms and conditions be prepared in the English language. Les parties aux présentes ont expressément exigé que les présents termes et les bons de commandes émis aux termes des présentes soient rédigés en langue Anglaise.

17. Choice of Law and Dispute Resolution

Except as set forth below, these terms and conditions shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its choice of law rules. If both Seller and Buyer are incorporated under the laws of Canada or a province of Canada, these terms and conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada. If Buyer is incorporated in the United States, any claim or litigation arising out of or relating to Products shall be brought exclusively in a court of competent jurisdiction in Harris County, Texas. If Buyer is incorporated outside of the United States, any dispute will be resolved by arbitration in Houston, Texas, by three arbitrators and under the International Chamber of Commerce Rules of Arbitration. The language of the arbitration will be English. In all cases, Buyer and Seller expressly exclude from application the United Nations Convention on Contracts for the International Sale of Goods.

18. Assignment

Buyer may not assign, transfer or subcontract the performance of its services, or any of its rights and/or obligations hereunder, without Seller's prior written consent.

19. Severability

If any provision of these terms and conditions is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions of these terms and conditions will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added, as part of these terms and conditions, one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law.

Dated: 11012017

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: MPPA PSPRM Election Form

DATE: September 7, 2021

BACKGROUND:

The Michigan Public Power Agency manages power supply for its members. Management of power supply risks is a large part MPPA's responsibility. This management is done through the risk management policy of MPPA and each member's risk tolerance. A recent update of the MPPA risk management policy requires each member to update their Power Supply Portfolio Risk Management Election Form. Recommended selections on the updated Election Form are:

1. Continue with the Stability Plan
2. RTO Capacity Services are now required
3. Continue (accept) the Peak Load Services
4. Select Congestion Management
5. Continue (accept) renewable energy services

Intra-Month services are now required

RECOMMENDATION:

Motion to approve the Member Power Supply Portfolio Risk Management Election Form as presented.

ATTACHMENTS:

- MPPA Election Form
- MPPA Policy

Member Power Supply Portfolio Risk Management Election Form

1. **Energy Hedge Plan Election (Check one)**

   - ☐ Short Term Plan – Prompt year plus 2 years Horizon
   - ☐ Moderate Plan – Prompt year plus 3 years Horizon
   - ☒ Stability Plan – Prompt year plus 4 years Horizon
   - ☐ Self-Directed Plan

Please accept or decline each of the following services described herein

2. **RTO Capacity Services (Required)**

3. **Peak Load Resource Planning and Hedging Services**

   - ☒ Accept
   - ☐ Decline

4. **Congestion Management (ARR Services Required)**

   - ☒ FTR Services

5. **Renewable Energy Compliance Management Services**

   - ☒ Accept
   - ☐ Decline

6. **Intra-Month Optimization Services (Required)**

_____ _____

Signature of Member Authorized Representative **Date**

JOHN GRIFFITH

Printed Name of Authorized Representative

CHARLEVOIX

Name of Member

By signing this form, the Authorized Representative agrees to have MPPA staff manage Member city's market position as authorized by above election. All transactions will be completed on Member's behalf as outlined in the Power Supply Risk Policy.

POWER SUPPLY RISK MANAGEMENT POLICY

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1. Policy Purpose

The purpose of this Policy is to formalize the policies of Michigan Public Power Agency (MPPA) regarding the management of power supply risks on behalf of its Members. Accordingly, this policy will set forth MPPA's:

- risk management objectives
- scope of business activities governed by this policy
- risk governance structure and responsibilities
- transaction authority delegations
- credit management practices and requirements (specific requirements in Credit Risk Policy (Exhibit B)

MPPA intends that this Policy will support the advancement of its Strategic Plan, conform to its existing by-laws, governance policies and contracts, and properly manage its business and financial risks through:

- prudent oversight
- adequate mitigation of risks consistent with each Member's risk tolerance
- internal controls and procedures

Managing the power supply risks of MPPA's business entails the coordination of resources and activities among multiple departments within the Agency.

2. Risk Management Objectives

MPPA exists to create opportunities for Michigan's public power utilities to participate in energy projects or services that deliver reliable, cost effective and environmentally responsible power supply and related services.

Managing power supply risk on behalf of the membership is consistent with the purpose and mission of MPPA, is required by MPPA Board Policy DM 1-12, and serves the following objectives:

- assist Members with implementing & maintaining power supply risk parameters for a defined period of time into the future
- mitigate power supply price volatility to the Members consistent with their direction
- enhance the value of Members power supply resources
- execute power supply hedge transactions in energy commodity markets
- establish and manage credit risk management policies & practices
- define the authority granted by the MPPA Board and its Members to the MPPA General Manager (GM) to execute and delegate authority to execute power supply transaction products including, but not limited to, energy, capacity, renewable energy credits (RECS) and natural gas
- promote a risk management culture and set appropriate risk mitigation measures

- ensure all Members have a voice in the decision-making process as the Agency considers market transactions on behalf of projects, groups of Members, or individual Members
- provide for adequate MPPA Board oversight of power supply transactions

It is not the objective of this policy to limit transactions for power supply, transmission, and/or related services that may be negotiated and/or entered into by Members independently of MPPA as may be allowed under MPPA's various contracts and project agreements.

3. Scope of Business Activities Governed by this Policy

This Policy is designed to address the management of power supply risks associated with transactions made by MPPA on behalf of its Members, including but not limited to:

- power supply commodities (energy, capacity, RECS, and natural gas)
- commercial operational risk
- price risk
- volumetric risk
- operations risk
- power delivery and congestion risk
- counterparty contract and credit risk

Definitions of these risks along with a more complete list of the risks that MPPA assists its Members in managing are included in Appendix A.

4. Risk Governance Structure and Responsibilities

Risk governance will follow a Member driven approach whereby the Member's Governing Body identifies and communicates their risk management objectives to MPPA through a process outlined herein and in conjunction with the MPPA Hedge Policy (Exhibit A). The MPPA Internal Risk Management Committee (IRMC) shall be responsible for the oversight of this Policy and the included Hedge Policy.

Supporting controls, policies and procedures will be implemented and aligned throughout the risk governance structure with distinct roles and responsibilities that result in a comprehensive risk control environment. Governance and controls are established through organizational structure, approval authority, delegation policies, risk measurement and reporting requirements.

The governance structure includes the following elements:

a. Member Governing Bodies (Utility Board or Commission and/or City Council) - Responsibilities and Duties:

- possess a basic understanding of MPPA's power supply risk management procedures and practices
- designate the electric utility's Member Authorized Representative (i.e. MPPA

Commissioner or Alternate – typically the Utility CEO, General Manager, Director, or City Manager as determined appropriate) that is capable and responsible for legally binding the Member utility into power supply transactions

- determine authority limits of the Member Authorized Representative to approve power supply transactions and/or to delegate such authority to MPPA affirm the power supply hedge strategies and services provided by MPPA as outlined in the MPPA Hedge Policy attached herein through oversight of its Member Authorized Representative

b. Member Authorized Representatives – Responsibilities and Duties

- provide appropriate risk management information to their Governing Body
- gain appropriate approvals from their Governing Body to comply with MPPA's Power Supply Risk Management Policy, Hedge Policy, Credit Policy, and the selection of the Hedge Plan to be utilized by the Member
- gain appropriate approvals from their Governing Body for execution strategies and transaction authority delegations as they relate to MPPA entering market transactions on their behalf
- approve participation in specific commodity markets and the use of any power supply transaction products by MPPA on the Member's behalf (if such transactions are allowed by MPPA's Board and each Member's Governing Body)
- review and understand reports by the Internal Risk Management Committee, as defined herein, for compliance with Member's Hedge Plan selection

c. MPPA General Manager – Responsibilities and Duties

- assign staff to serve on the Internal Risk Management Committee
- possess authority to approve transactions within the limits identified in the Transaction Authority Matrix after receiving any necessary approvals specified therein
- determine proper internal control procedures to effectively implement and manage this Policy
- ensure that the identification and quantification of risks and related risk mitigation strategies are integrated into the internal control procedures
- ensure that the quantification of risk is properly reported to executive staff, the Internal Risk Management Committee, and the Board of Commissioners

d. Internal Risk Management Committee – Responsibilities and Duties

- Membership shall be comprised of the following voting committee members:

    - CEO & General Manager
    - Chief Financial Officer
    - Two (or more) Member representatives as appointed by the Board
    - Director of Energy Supply & Market Operations (nonvoting, ex-officio member of IRMC)

- Director of Strategic Energy Resources & Services (nonvoting, ex-officio member of IRMC

- The CFO shall serve as the IRMC Chairperson. The Chairperson shall be responsible for keeping, or causing to be kept, a record of the Committee's proceedings. Other non-voting participants shall participate in the meetings as determined by the voting committee members.

- The IRMC establishes a forum for discussion of MPPA's significant risks and must develop guidelines required to implement an appropriate risk management control infrastructure; this includes implementation and monitoring of compliance with this Policy and the Hedge Policy.

- Responsibilities of the IRMC include:

  - establish and approve this policy and all addendums, exhibits and attachments
  - review this Policy related policies and oversee enforcement of its rules and procedures
  - ensure that risk management objectives, risk tolerance guidelines, and authority limits are employed throughout MPPA
  - recommend to the GM the organizational structure, authority limits, delegation requirements and proper functional separation to effectively manage internal control of risk management activities
  - periodically review this Policy and related policies (a detailed review at least once a year) to properly align its content and requirements with modern organizational needs and market requirements
  - formulate risk management strategy, policy, or procedures necessary for new product or market implementation
  - periodically direct an independent review (internal and/or external) of risk control policies and procedures
  - hold formal IRMC meetings at least quarterly. Standing agenda items should include, but not be limited to, current commodity market strategies, power cost uncertainty, level of exposure to non-Member transactions, generation production strategies and exposures, environmental strategies and exposures, control requirements/enhancements, counterparty contract and credit exposure, and policy and procedural violations
  - discuss MPPA's major power supply risk exposures and the steps management has taken or will take to mitigate, control, and monitor such exposures
  - for market transactions executed by MPPA, perform an annual review of transaction compliance with policies and procedures
  - review the infrastructure supporting risk management and ensure that it meets the requirements for risk oversight and compliance

e. <u>Independent Risk Management Function</u> – Responsibilities and Duties

- This function shall be the responsibility of the Chief Financial Officer, who is organizationally independent of those who initiate or directly participate in managing most of the power supply risks via the authority granted in the Hedge Policy and transaction authority section of this policy. Various departments may be required to assist in providing this function with reports or information required for risk assessment and analysis on a regular or periodic basis.

- Responsibilities of the Independent Risk Management Function include:

    - organize and chair the IRMC meetings
    - engage the IRMC in discussions regarding events or developments that could expose MPPA to losses
    - develop, recommend, and administer risk management processes and procedures; provide input to tools to assist in risk management
    - provide for risk management education/training to Board, staff, and management
    - review risk management activities, risk controls, and recommend modifications of controls to meet changing business needs
    - perform periodic internal reviews of risk control policies and procedures to ensure that MPPA complies with its risk policies
    - report any violation of MPPA's risk policies to the Board and appropriate Committees
    - review and recommend changes to the risk management policies and procedures, as appropriate
    - report to MPPA Board on MPPA's compliance with its risk policies and risk management in accordance with the policies

5. Transaction Authority Requirements

The purpose of this section is to define the authority granted by the MPPA Board of Commissioners and Member Governing Bodies (as directed by their Member Authorized Representatives) to the General Manager to execute, and delegate authority to execute, power supply transactions. Furthermore, it sets forth clarity and empowerment among those with transaction authority and is designed to encourage communication among individuals with transaction authority and the MPPA Board of Commissioners. Changes to the Authority Matrix must be approved by the Internal Risk Management Committee using the Matrix to delegate transaction authority as it may relate to MPPA entering power supply transactions on the Member's behalf.

a. Objectives

The objectives of the MPPA Transaction Authority Requirements are to define:

- who has authority to execute transactions and any limits placed on such authority
- the commodities and products that can be transacted
- counterparty contract and credit requirements
- the process for approving new commodities, products, or locations

- MPPA's intentions regarding hedging and speculating
- other relevant factors associated with due diligence in authorizing transactions to be executed

b. Procedural Requirements

The following define procedural requirements that apply to all commodities and products transacted under this document.

c. Approval Process

Appendix F and G attached hereto, describe Transaction Review and Approval processes for Hedge Policy and Structured Power Supply Transactions

d. Execution Authority

Execution Authority is outlined by commodity though the Transaction Authority Matrix (Appendix B). The Authority Matrix identifies Board authorized transactions for the GM and explicitly provides for delegation of the GM's authority to MPPA staff. The GM can modify this delegated authority at his sole discretion if the delegated authority does not exceed his own authority per this policy.

e. Contract Requirements

Transactions with counterparties shall only be permitted if MPPA has:

- an active, valid, and executed agreement enabling such transaction activity with that counterparty such as a "standard" EEI or ISDA ("enabling agreement") as may be amended and approved as appropriate
- a long-form confirmation (used in lieu of an enabling agreement, when necessary, only if approved by the CFO)
- the necessary credit approvals in place to transact with the counterparty

f. Credit Sleeving

No sleeving transactions for credit purposes shall be executed. (Note: Sleeving is an arrangement where a more financially reputable entity acts as middleman for a smaller, undercapitalized entity in the purchase or sale of energy.)

g. Record of Transactions

All transactions must be executed via a recorded communication method. Examples include a voice recorded communication line, instant messaging, or an on-line broker account. Recorded communications must be maintained and controlled by MPPA's Information Technology staff. Transacting on cellular phones or off premises telephones is prohibited.

h. Deal Capture

All transactions executed by an MPPA employee must be promptly captured in a trade capture system after deal execution.

i. Speculation

No speculative transaction activities shall be permitted, and no speculative transaction positions shall be initiated. Transacting will be permitted only for purposes of hedging and portfolio optimization.

Non-Standard Products Requiring Board Approval

The MPPA Board must approve any transaction that involves commodities or products that are not covered by an approved Authority Matrix. The purpose of defining a process for such transactions as noted above is to ensure that the exposures associated with them are thoroughly reviewed and understood by the Board and appropriate transaction controls are in place. The Board must approve the use of such transactions prior to execution using the process defined below:

- Transaction Proposal - The proposal is the responsibility of the person or business group proposing the transaction. The proposal should address the business need, risks, transaction controls, valuation methodology, accounting methodology, operations workflow/methodology, and assessment of legal and regulatory issues.
- Internal Risk Management Committee Review - The Committee will perform a review on behalf of, and make a recommendation to, the Board on the benefits and risks of the proposed transaction. The Board will assess the proposed transaction and decide whether to add the proposed transaction to the approved list.
- Pilot Program or "One-off" Transaction – The Board may approve limited use of a proposed transaction under a pilot program or trial basis to ensure that proper controls are in place to monitor the activity before broader use is allowed. The Board may also approve a proposed transaction (without instituting a Pilot Program or further use) if the proposed transaction is going to be used only once (one-off).

6. Credit Management Requirements

All transactions must meet the requirements outlined in the Credit Policy.

7. Counterparty Concentration Risk Mitigation

MPPA shall always maintain enabling agreements and credit capability with at least three (3) counterparties that are actively offering power supply products (approved for use by MPPA) in the markets within MISO and PJM where MPPA has Members. Please refer to Credit Policy for concentration risk matrix for supply.

8. Written Agreements Covering Transactions

MPPA shall not enter into a Power Purchase Commitment (PPC) on behalf of a participating Member, unless: (i) the PPC is covered by the Energy Services Agreement with the participating Member, the form of which has been approved by both the MPPA Board and the participating Member's governing body and executed by MPPA and the participating Member, and the participating Member has delivered an opinion of local counsel, to the effect that the Energy Services Agreement has been approved by the participating Member's governing body and is a valid and binding agreement of the participating Member, enforceable against it in accordance with its terms; or (ii) the PPC

is covered by a written agreement with the participating Member, the form of which has been approved by the MPPA Board and the participating Member's governing body and executed by MPPA and the participating Member, and the participating Member has delivered an opinion of local counsel, to the effect that the written agreement has been approved by the participating Member's governing body and is a valid and binding agreement of the participating Member, enforceable against it in accordance with its terms.

9. Forward Curve Development & Use

A forward curve is a series of sequential prices for future delivery of an asset (e.g. power, natural gas) or the expected future settlement of an index of the asset. The development of forward curves is essential in establishing value of physical and contractual assets of the Agency. That value is used to make business decisions related to power supply purchases & sales, financial projections, the development of budgets and rates, managing credit capital and the measurement of risk.

MPPA builds forward curves for settlement locations of its electric load & supply assets. These curves are internally developed through synthesizing and interpolating data from a wide range of resources such as direct supplier quotes, broker quotes & statements, third-party data publishers, regulated exchange information, cost data, cross commodity conversion, locational relationships, liquidity and market insights.

MPPA prepares forward curves daily.

10. Working Capital Requirements

The MPPA Board shall require, within its transaction approval process, transaction participants to maintain an adequate level of working capital on account with MPPA during the duration of a transaction that has been executed by MPPA on a Member's behalf.

11. Policy Effective

This Power Supply Risk Management Policy is in effect upon adoption by the IRMC and shall remain in effect until a replacement Policy or revision has been approved by the IRMC superseding this Policy. To avoid any doubt, this Policy supersedes the prior version of Exhibit 2 of the Energy Services Agreement between MPPA and Energy Services Project Participants (entitled Energy Services Risk Management Policy).

12. Responsibility

It shall be the responsibility of the IRMC, through its supervision and oversight of MPPA's GM, to ensure compliance with this policy.

Revision Date	Revision Description	Submitted by

5/13/2020	Incorporate Credit and Hedge Policy	RLalonde
8/12/2020	Administrative Edits and added Transaction Procedures	ADeLeeuw
8/11/2021	Annual Review, added concentration limits and FTR language	RLalonde

Appendix A
Definition of Risks

Commercial operational risk is the risk of loss from inadequate or failed internal processes, people, and systems.

Commodity market price risk is the risk of loss due to potential fluctuations in the prices of an underlying energy commodity. In the wholesale power market, MPPA has risk that commodity prices rise, spike or are generally high when it is short of meeting its firm supply obligations. MPPA has risk that prices fall or are generally low when it has excess capacity, energy, or RECs compared to its firm supply obligations.

Due to heavy reliance on coal generation units, MPPA has a natural short position in the coal that it needs to supply fuel to its generating resources.

Commodity market price risk occurs across all tenors, from the hourly market to the long-term forward market (5 years +). MPPA is exposed to commodity price risk for energy, capacity, RECs, coal, natural gas, emission allowance (SO2 and NOX), fuel oil and various bulk materials (e.g. ammonium, limestone) that exhibit price volatility.

Contract risk or Counterparty performance risk is the risk of an adverse occurrence of a counterparty's ability to operationally perform on an agreement or due to contractual provisions that leave MPPA with no recourse under an event of default.

Concentration risk is the risk of having large exposures to individual sources of risk. Concentration risk can be found with suppliers (contract and credit risk), generation units (outage risk), unit technology (environmental) or native load customers (smelters).

Credit risk is the risk of a counterparty's inability to pay its obligations (debts) to MPPA or a supplier's abrogation (due to bankruptcy or other event) of a supply contract that must be replaced during a time of higher commodity market prices.

Delivery risk is the risk that MPPA cannot meet a firm supply obligation due to a transmission constraint. Delivery risk is natural to MPPA in meeting its firm supply obligations and reliability of service. MPPA can also be exposed to delivery risk in the transportation of its fuel supply.

Cash margin risk is the risk associated with inadequate cash flow resulting from margin requirements of a contractual agreement. For example, the EEI Master Agreement provides that counterparties may margin each other when they are overexposed above credit thresholds that were negotiated between the parties when the agreement was executed. Credit exposures include replacement cost exposure on a mark-to-market basis when a counterparty's position is out-of- the money.

Operations risk is the risk associated with physical assets. This would include failures or outages associated with generation units, fuel delivery systems (weather or mechanical), generation step-up transformers, the transmission system, control systems, or other critical components associated with the production or delivery of electricity.

Volumetric risk is the risk that energy commodity volumes will vary from expected and result in a potential loss due to changing commodity market prices. The primary volumetric risks that MPPA is exposed to are *load forecast/ weather variability risk*, *forced outage/de-rate risk, loss of load risk (smelter load concentration),* and *transmission congestion risk.*

Load forecast/weather variability risk is the risk that actual loads differ from forecasted loads due to the error in weather forecasts and load forecasts. This risk is natural to MPPA's portfolio since it serves load serving entities. Since this risk will result in MPPA being unintentionally long or short in the spot market, it naturally results in hourly market price risk.

Forced outage and de-rate risk is the risk that a generating unit does not perform when it is expected to be available or performs below expected capability. This risk is natural to MPPA's portfolio since it owns and operates generation units to meet its load requirements. Since this risk will result in MPPA being unintentionally short in the market, it also naturally results in market price risk.

Loss of load risk is the risk that MPPA loses a significant portion of one of its Members' load, for example an aluminum smelter, and that the market price for electricity coincidentally falls below the sales price of the lost load and thereby creates a financial strain on MPPA. However, if market prices for electricity remain above the sales price of a potential lost load it would create a financial benefit to MPPA.

Transmission congestion risk is the risk of price differentials between the locations of a power source and the associated sink. If MPPA needs to buy electricity and the transmission system is congested, it may pay a premium to secure the needed electricity. If MPPA has excess electricity to sell and the transmission system is congested, then it may have to sell at a discounted price. Congestion risk manifests itself in power commodity market price risk.

Appendix B
Hedge Policy Selection

A. Objective

The Michigan Public Power Agency (MPPA) Hedge Policy outlines the criteria and activities that will guide the disciplined hedging and management of power supply portfolio components for Members who select one of the power supply hedge plans described in this Policy. MPPA's long-term (beyond the hedging "horizon" established below) strategic supply and asset evaluations shall continue to be provided separately and are not currently addressed in this Policy. The primary purpose of this Policy is to identify and give Members choices in their specific hedge plans and management services, and to provide MPPA clear guidelines and procedures on executing each Member's plan.

This Policy provides for each Member's selection of one of the following four power supply hedge plans to address near-term (within the hedging horizon) power supply requirements. These plans are the:

- Short-Term Plan – Prompt year plus 2 years hedging horizon
- Moderate Plan – Prompt year plus 3 years hedging horizon
- Stability Plan – Prompt year plus 4 years hedging horizon
- Self-Directed Plan (Member shall provide MPPA with hedge orders)

Members will elect their power supply hedge plan by executing and submitting Appendix A hereto. Absent written confirmation through a signed Appendix A, all Members are under the Self-Directed Plan.

Power supply hedge plans are designed for MPPA to directly administer the reduction in Member wholesale rate volatility consistent with Members' risk tolerances. Members in the Self-Directed Plan may also be hedging to reduce rate volatility, but such activities are directed by the Member, with or without MPPA involvement.

Except for the Self-Directed option, each hedge plan will be implemented by MPPA to protect plan participants from significant market price fluctuations. The strategy also maintains some elements of procurement flexibility. For example, during times of extremely attractive market conditions, this policy allows for increasing the amount of forward energy hedged within a plan above the minimum hedge range. Each of the alternative hedge plans, except the Self-Directed Plan, will be overseen by MPPA staff.

Other components of a Member's portfolio may be managed by MPPA at its

discretion. MPPA outlines disciplined methodologies and processes for each of the following power supply portfolio services:

1. Energy
2. Regional Transmission Organization (RTO) Capacity (e.g. MISO Module E, PJM Reliability Assurance Agreement)
3. Peak Load Resource Planning and Hedging
4. Congestion Management
5. Renewable Energy Compliance Management
6. Intra Month Optimization

While each Member's portfolio will be addressed individually, to obtain fair and competitive market prices, MPPA shall attempt to pool the hedging requirements of all its Members within the various Plans when executing power supply hedges. Therefore, effective, and efficient execution of the overall hedge program will be highly dependent upon each Member providing clear and expedient authority for MPPA to enter into transactions on their behalf.

To carry out the overall MPPA risk management program and the activities set forth in this Policy, MPPA has also adopted a Power Supply Risk Management Policy that clearly defines governance, decision making process, authority, controls, reporting, and oversight responsibilities. Together, the Power Supply Risk Management, Credit Policy and Hedge Policy comprise MPPA's energy risk management policies and procedures.

MPPA has set forth additional policy components for managing the fuel requirements of the 55MW Kalkaska Combustion Turbine "Peaking Facility". Those requirements are detailed in Appendix C.

B. Member Power Supply Portfolio Risk Management Services

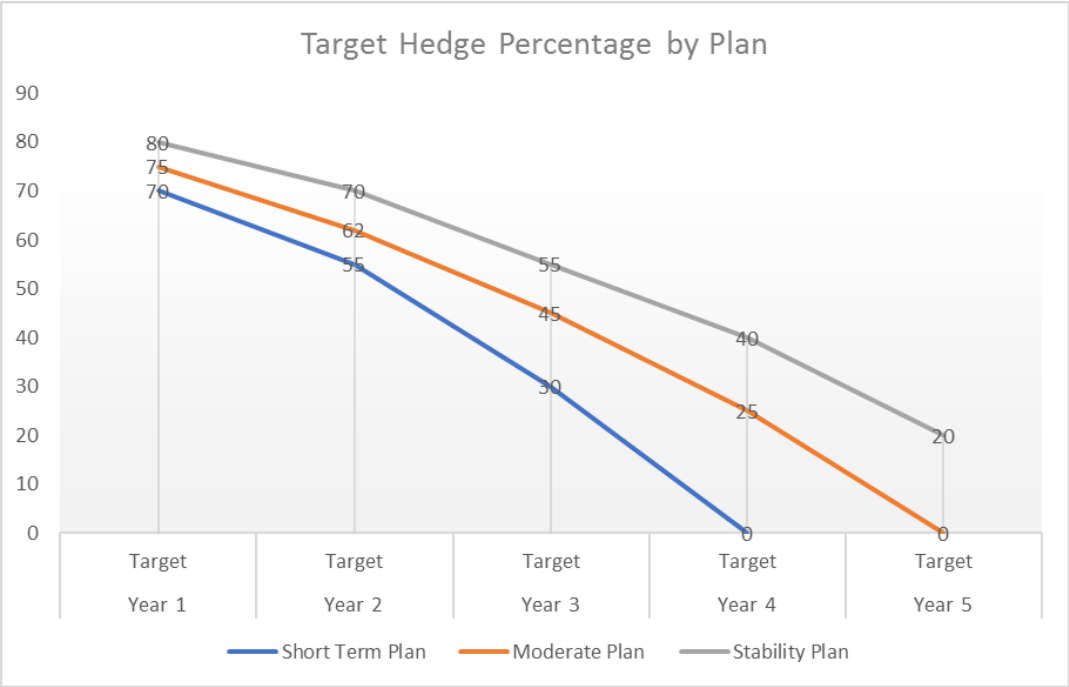
MPPA Members may nominate one of four different power supply hedge plan alternatives as summarized in section 2a. Except for the Self-Directed Plan, each plan outlines different power supply hedging goals and ranges on a Member-by-Member basis.

MPPA also offers other portfolio management services on an à la carte basis as requested by each Member and described in the following sections (1 through 6).

Appendix A of this document is a Member Selection Sheet that each Member may complete to identify the power supply hedge plan and the à la carte services it desires from MPPA.

1. Member Energy Hedge Plan Alternatives

The following graph illustrates the approximate energy hedge levels for the 3 managed plans that will be directly administered by MPPA.



	Year 1			Year 2			Year 3			Year 4			Year 5		
	Min	**Target**	Max	Min	**Target**	Max	Min	**Target**	Max	Min	Target	Max	Min	Target	Max
Short Term Plan	65	**70**	80	45	**55**	60	25	**30**	35	0	**0**	0			
Moderate Plan	70	**75**	85	55	**62**	65	35	**45**	50	20	**25**	30	0	**0**	0
Stability Plan	75	**80**	90	65	**70**	75	50	**55**	60	30	**40**	45	15	**20**	25

a. **<u>Short-Term Plan</u> – Prompt year plus 2 years hedging horizon**

The Short-Term Plan is designed to offer more up-side market opportunities (if the market heads lower) with the obvious trade-off of containing more down-side risk (if the market goes high). While this plan would be considered aggressive for some Members that do not own significant base-load generation, it may be very suitable for those Members owning such assets since their asset ownership provides a partial long-term hedge. This plan utilizes a prompt year plus 2 years hedging horizon with high hedge levels for the initial two years, while the hedge level drops significantly after year 2. The target energy hedge range for year 1 of the plan is 65-80%, 45-60% for year 2, and 25-35% for year 3. For the Member that owns no base-load generation, this plan translates into a portfolio that has relatively low protection (higher risk) against forward price increases beyond 2 years, however, if market prices decline, Members can secure lower cost power as the market drops.

b. **<u>Moderate Plan</u> – Prompt year plus 3 years hedging horizon**

The Moderate Plan offers greater rate and budget stability over the upcoming 2 years with moderate stability over years 3 and 4. The plan employs an energy price averaging structure where energy hedging occurs

at approximately 70-85% for the upcoming year and annual hedging ranges decline by approximately 15-20% per year whereby approximately 20-30% of energy needs are procured for the final period (prompt year plus 3 years).

c. <u>Stability Plan</u> – Prompt year plus 4 years hedging horizon

The Stability Plan offers the most rate and budget stability of all the plans. Energy cost stability will be significant for the initial 2 year period with less, but still substantial, stability through 5 years. A price averaging structure shall be employed where energy hedging occurs at approximately 75-90% for the upcoming year with hedged volumes gradually declining to 15-25% of energy needs for the final period (prompt year plus 4 years).

d. <u>Self-Directed Plan</u>

Members in the Self-Directed Plan shall plan for forward energy transactions (with MPPA's assistance as desired), and then direct MPPA, as necessary. The Member will submit a transaction request form for transactions it desires MPPA to enter and/or pursue on its behalf. Transaction request forms shall outline the precise terms of the transactions (e.g. maximum price, month of delivery, location, volume, on-peak/off-peak, etc.) and outline the purpose for the hedge (e.g. summer peaking, spring maintenance, 2018 base load). Additionally, requests can be made for MPPA to provide alternative hedge suggestions for very specific purposes or objectives.

2. <u>RTO Capacity Services</u>

MPPA shall routinely calculate and communicate Member needs and if necessary, procure/sell RTO Capacity resources required by each Member on an individual Member basis. Pooling of Member needs will be pursued where possible to achieve the best transaction prices and resource diversity. The detailed requirements are set forth in Module E of the MISO Tariff and PJM's Reliability Assurance Agreement.

On an annual basis, MPPA, in conjunction with each Member, will develop a capacity procurement strategy that will be executed to meet the Resource Adequacy compliance requirements of the State of Michigan and/or an applicable RTO. Each Member Authorized Representative will sign off on any necessary authorizations to implement transactions for the procurement of capacity.

3. <u>Peak Load Resource Planning and Hedging Services</u>

Annual or monthly energy hedge plans may not adequately address energy hedge levels during times when price risk is at its highest – during peak conditions during peak seasons. For example, a Member could have 75% of its estimated energy hedged for the month of July, but, if actual conditions bring extreme heat, a 75% estimated hedge level may only provide price protection for 50% of the actual on-peak energy needs of the Member. Furthermore, peak loads may be adequately

covered by RTO capacity if the Member possesses the energy rights to its registered RTO capacity. However, RTO capacity procured from the market often does not provide energy rights to the buyer, leaving the buyer exposed to energy price spikes during peak conditions. To adequately plan for price protection during these peak conditions, Peak Load Resource Planning and Hedging Service shall be offered by MPPA.

MPPA shall work with each Member to establish targeted peak load resource levels for the next three peak seasonal periods. The determination of an adequate peak load resource level should consider regional reserve margins, generation diversity, unit outage rates, market liquidity and depth, expected future resource transactions or plant construction, and the potential cost impact if the Member is short resources during periods of expected price volatility. Plans will be developed to maintain peak resource levels, similar to the approach for energy hedges as illustrated in the table below. MPPA's approach calls for evaluating a target summer (July-August) and winter (January-February) resource level for upcoming peak periods. The target peak resource level will be monitored seasonally, and resources must be secured for the upcoming period 2 months prior to the beginning of the Peak 1 season (i.e. by Oct 31st and April 30th). For example, if the sample plans below were being implemented for a Member, and the upcoming Peak 1 season is winter (i.e. January – February), resources totaling 100-120% of native peak load requirements will be secured by the end of the prior October. Additionally, resources totaling 90-110% of forecasted native peak load for Peak 2: Summer (July – August) should be procured at this time, and 80-100% of the forecasted native peak load for Peak 3: Winter (next January- February).

	Peak 1	Peak 2	Peak 3
Target Range	100-120%	90-110%	80-100%

For purposes of compliance, the following physically delivered hedge products and instruments are approved for meeting Member peak load requirements:

- Firm Liquidated Damages Energy Purchases
- Bilateral Capacity Transactions (ZRC's MISO or Unit Specific Bilateral Transactions PJM)
- Physical Plant Capacity Control and/or Ownership
- Structured Power Purchase Agreements

In the future, the MPPA Internal Risk Management Committee may consider approving the use of new physical products as well as financial products once internal control procedures are established:

- Heat Rate Call Options

- Fixed Energy Price Call Options
- Unit Contingent Power Contracts
- Financial Swaps
- Financial Futures

On rolling peak season basis, MPPA and each Member will establish peak load resource plans like the format seen above. The plan will be developed in parallel with RTO resource planning. Each Member's Authorized Representative will sign off on the strategy, which will include an assessment of the associated risk. The Member Authorized Representative will also determine the approvals required for implementation.

4. Congestion Management Services

MPPA aggregates and procures Network Integration Transmission Service (NITS) on behalf of certain Members. While the NITS Agreement with the RTO will mitigate most of the delivery risk associated with native load energy delivery, it may not mitigate the financial impact of congestion risk. Congestion risk is the possibility of adverse price differentials between the location of the energy sources and the location of native load. As a NITS or long-term firm point-to-point transmission customer, a Member has the right each year to participate in the RTO allocation process that results in awarding Auction Revenue Rights (ARRs). ARRs can subsequently be converted to Financial Transmission Rights (FTRs) for the Members. FTRs provide a financial hedge against potential adverse financial impacts of congestion risk. Alternatively, ARRs can be "cashed out" at the auction clearing price and that money returned to the Members to serve as an "escrow" used to pay for potential congestion charges that may occur throughout the year. It will be MPPA's policy to actively participate in the RTO ARR allocation process according to aggregate NITS eligibility and cash out ARR revenues thereby providing an "escrow" of cash to hedge against potential congestion risk. Cash received on behalf of the NITS aggregate Members is allocated back to those Members on a load ratio share.

Notwithstanding this MPPA policy, congestion risk can be mitigated through participating in the Financial Transmission Rights (FTR) market, purchasing delivered energy or entering basis swaps with a bilateral counterparty for all Members regardless of whether they take NITS. It will be MPPA's policy that congestion risk be reported and discussed regularly with the Board or the appropriate Member city and alternative congestion risk hedging tools such as FTRs shall be considered to manage congestion risk.

5. Renewable Energy Compliance Management Services

MPPA Members are required to comply with Michigan's Clean, Renewable, and Efficient Energy Act, 2008 PA295, 2016 PA342, MCL 460.1001 et seq. Each year, MPPA uses the Michigan Renewable Energy Certification System (MIRECS) to demonstrate Renewable Energy (RE) and Energy Waste Reduction (EWR) compliance, and the Michigan Public Service Commission (MPSC) uses the system to verify compliance submissions. To ensure each Member complies with the law, MPPA has established the following hedge quantity objectives expressed as a percentage of the state mandated renewable energy percent requirements for each compliance year. Transactions executed to satisfy the hedge objectives can be done with Renewable Energy Credits (RECs) that qualify under State law which are either obtained from a Renewable Energy resource through ownership, Power Purchase Agreement (PPA), or by market purchase.

	Current Compliance Year	Year 1	Year 2	Year 3
Transaction Volume	100% of open position	75% of forecasted open position	50% of forecasted open position	25% of forecasted open position

Current Compliance Year represents the year the compliance filing is due. Year 1 represents Current Compliance Year + 1. Year 2 represents Current Compliance Year+ 2 and Year 3 represents Current Compliance Year + 3.

The above hedge strategy will be used for all Members who have not provided a Self-Directed Plan to MPPA or have not communicated that they will satisfy renewable energy compliance on their own.

Each Member Authorized Representative will sign off on any necessary authorizations to implement transactions for the procurement of RECs.

6. Intra-Month Optimization Service

To optimize and manage each Member's power supply portfolio in the current month, MPPA shall perform Day-Ahead Services as defined in Exhibit 1 of the Energy Services Agreement.

Furthermore, for the three managed energy hedge plans administered by MPPA, a minimum planned monthly hedge percentage of 75% shall be in place once the month begins, unless directed otherwise by the respective Member Authorized Representative. This assists in avoiding excessive exposure to spot market and short-term energy price spikes. For example, by November 30, MPPA will have a minimum of 75% of the total projected energy needs for December procured or provided by an owned or contracted resource. Of course, this minimum amount can be hedged well before that date. Additionally, once a specific month begins it is expected that hedges will remain in place that maintain the 75% minimum hedge level. Should situations occur such as unexpected generation outages, jointly-owned- unit allocations falling short of anticipated volumes, or native load being higher than projected, then hedged volumes for the current month may in fact fall short of the 75% minimum hedge requirement. If this occurs, then it will be reported to the affected Member immediately and a strategy to address the shortfall will be appropriately discussed and implemented if possible.

C. Energy Hedge Plan Methodologies and Criteria

The methodology and energy hedge ranges of the three energy hedge plans administered by MPPA are further discussed in this section.

1. Energy Hedging Methodology

Each energy hedge plan employs a total energy hedging methodology whereby the MWh equivalent of all energy hedges are compared to the expected native load of the Member on a monthly basis. Total energy hedged is the MWh equivalent of the sum of fuel purchases and electricity purchases. A total energy hedge methodology will be employed whereby generation units will not be considered an energy hedge towards native load needs until the respective fuel requirements to determine the cost to generate power are hedged with a fixed price physical purchase. The MWh equivalent hedge from fuel purchases will be the volume of fuel procured (in MMBTUs) for the unit or contract divided by the expected average heat rate of the generation unit or contract divided by 1,000.

2. Hedge Ranges

A key criterion of this Policy is to have energy prices hedged within defined volumetric ranges during specified timeframes as illustrated in the table contained in Section 2a. Ranges identify the percentage of projected energy requirements that will be procured over a given time period. For use within this Policy, energy needs are considered price hedged or procured to the extent that the projected need is met by:

i. fixed price physical power transactions
ii. generation ownership (Member or jointly owned) or heat rate transactions combined with corresponding physical fixed price fuel transactions (by unit or transaction for the actual fuel exposure)

Since MPPA has no responsibility or authority for hedging or procuring fuel for Member owned or jointly owned generation units, MPPA must develop assumptions based on best available information for fuel hedged for these base-load units. MPPA will do its best to model these assumptions from all available information. Since price hedges for fuel used for natural gas and oil peaking units are generally not hedged in advance it shall be assumed that the expected output of these units is hedged at 0% for energy hedging purposes. Should MPPA fuel hedging responsibilities change in the future then these assumptions and methods shall be modified accordingly.

D. Execution Strategies and Reporting

MPPA shall develop execution strategies and compliance reporting for the three hedge plans it administers and the à la carte services selected by each Member. The following outlines these activities.

1. Execution Strategies

Execution strategies will be regularly developed in support of the services outlined in this Hedge Policy. Hedges will be entered based on disciplined and systematic methodologies to comply with this Policy. Execution strategies will include considerations of hedge timing, market price levels, policy compliance requirements, and other relevant factors. Execution strategies for the Energy Hedge Plans will be approved by the respective Member city as often as necessary. Execution Strategies for the à la carte services will be approved by the individual Members participating. Execution strategies are reviewed periodically and evolve over time. Such reviews are an important aspect of the hedging policy. Once approved, execution strategies will be firmly followed, however, they may be modified through the individual Members desiring changes.

2. Hedging Review Cycle and Reporting Schedule

MPPA Staff will annually provide forecasted 5-year positions to Members for authorization by the Member city. MPPA Staff will continually keep Member apprised of their market position with respect to their cities forecasted retail requirements. At least once a quarter MPPA will provide guidance as to how MPPA is managing their hedge plan as directed to MPPA staff through a signed election form.

E. Responsibility

It shall be the responsibility of each Member Authorized Representative or delegate, the GM, and the MPPA Internal Risk Management Committee to ensure compliance with this policy.

Member Power Supply Portfolio Risk Management Election Form

1. Energy Hedge Plan Election (Check one)

- □ Short Term Plan – Prompt year plus 2 years Horizon
- □ Moderate Plan – Prompt year plus 3 years Horizon
- □ Stability Plan – Prompt year plus 4 years Horizon
- □ Self-Directed Plan

Please accept or decline each of the following services described herein

2. RTO Capacity Services (Required)

3. Peak Load Resource Planning and Hedging Services

- □ Accept
- □ Decline

4. Congestion Management (ARR Services Required)

- □ FTR Services

5. Renewable Energy Compliance Management Services

- □ Accept
- □ Decline

6. Intra-Month Optimization Services (Required)

_____ _____

Signature of Member Authorized Representative **Date**

_____

Printed Name of Authorized Representative

_____

Name of Member

By signing this form, the Authorized Representative agrees to have MPPA staff manage Member city's market position as authorized by above election. All transactions will be completed on Member's behalf as outlined in the Power Supply Risk Policy.

Appendix C
Energy, Capacity, RECs, and Transmission Transaction Authority Matrix

The following outlines transaction limits, definitions, and procedural requirements for power and power transmission transactions including capacity.

Authority	Term	Special Requirements
MPPA GM or delegate	> 5 years	MPPA Board of Directors Approval and Member Authorization
MPPA GM or delegate	> Prompt year < = 5 years	MPPA Board of Directors Approval and Member Authorization
Director of Power Supply	< = Prompt year	If more than 15% of Member Load Forecast Member Authorization Required*

*FTR purchases are authorized without Member Authorization up to amount of basis MWs forecasted.

Power Supply and Transmission Transaction Trading Authority Matrix Explanations

- Authorized products include energy, transmission, and RECs as well as bilateral ancillary services and capacity. MISO Module E Capacity, as well as capacity transacted via the MISO and PJM capacity auctions, are specifically authorized hereunder.
- MISO and/or PJM authorized products are Generation and Demand Awards, Import/Export Transactions, Ancillary Service Awards, and Financial Transmission Rights. All such products must follow all applicable Regional Transmission Organization (RTO) requirements.
- The transaction approval requirements apply to both purchases and sales.

Delivery Locations

Transacting at delivery locations outside the eastern interconnection is not permitted. Transacting at delivery locations that are normal to the daily course of business for MPPA, to the extent transmission is available, is authorized as follows:

Authorized Delivery Locations (unless otherwise specified, for Members in that RTO)

- MISO
  - Michigan Hub
  - Indiana Hub
  - Minnesota Hub (for Marquette only)
  - Member Load Commercial Pricing (CP) Node or any other CP Node within Michigan
- PJM
  - AEP/Dayton (AD) Hub
  - AEP Zone
  - AEPIM_RESID_AGG Zone
  - ATSI Zone
  - PJM Pricing point with physical resource owned/managed by MPPA

Transacting at any other delivery locations within the eastern interconnection must be approved consistent with the Authority Matrix above.

Firmness of Power

The product firmness of all transactions must be provided for in an executed agreement between MPPA and the appropriate counterparty.

Transmission Firmness and Volume

Transmission purchases need to be of equal firmness and volume to the energy component that such transmission purchase is associated with, unless approved otherwise consistent with the Authority Matrix above.

Counterparty Concentration Limits

Counterparty transactions for energy are limited to 35% of the energy required volume per calendar year as described in the Credit Policy (Exhibit A).

Counterparty transactions for capacity are limited to 35% of the capacity required volume per planning/delivery year (June 1 – May 31) as described in the Credit Policy (Exhibit A).

Financial Transmission Rights (FTR)

FTRs are limited to locational basis existing in the power supply portfolio at forecasted supply volumes. Acceptable paths are power supply resource location to Member pricing node.

Responsibility

It shall be the responsibility of the IRMC and the MPPA General Manager to ensure compliance with this Authority Matrix.

Appendix D
Natural Gas Risk Policy

Objective

The purpose of this Policy is to detail the risk management components that MPPA employees must adhere to when managing the fuel requirements to operate the 55MW Kalkaska Combustion Turbine ("Peaking Facility"). The Policy: (a.) contains the risk management philosophy, (b.) identifies approved natural gas products, (c.) outlines transaction size and term limits, (d) authorizes natural gas asset optimization strategies, and (e.) describes authority levels required to enter into bilateral transactions.

Peaking Facility Description

The Peaking Facility contains one Pratt and Whitney FT-8 Twin Pac turbine set consisting of two combustion turbines fired by natural gas and utilizing water injection and low-NOx burners for controlling air emissions. It is coupled to an electric generator with an ISO nominal rating of 55MW. The facility also has a diesel engine for operating a fire pump and a natural gas-fired "line-heater" to preheat natural gas fuel before that fuel is supplied to the turbines. It is a "peaking plant", meaning that it operates mostly for short periods of "peak load" when demand for electricity is high or operates out of economic merit order when the Transmission Operator requires voltage or frequency support.

Natural Gas Delivery Description

The Peaking Facility is served from the ANR Pipeline Prough Rd. interconnect and gas meter. Natural gas must be scheduled from the ANR Storage Company Deward location for use in the Kalkaska CT. Natural gas can be delivered and received at several points along the Great Lakes Gas Transmission and ANR Pipeline Company from the ANR Joliet Hub (outside of Chicago) to the ANR Storage Company interconnect with Great Lakes at Deward through long-term transportation agreements of MPPA.

Risk Management Philosophy

MPPA operates the Peaking Facility to provide energy & capacity and the associated economic benefit to five MPPA Members who have long-term Power Supply and Project Support agreements with the facility. The facility must operate in the day-ahead and real-time markets as it is a Capacity Resource in MISO. To operate the facility effectively, natural gas must be forecasted, purchased, and scheduled to accommodate electric day operation. There are also restrictions on the use of storage which must be used first before delivering to the facility. All this speaks to the need to properly define the types of natural gas supply transactions, products, and term arrangements to be conducted in the market to effectively operate the facility.

Natural Gas Products

All Products must be (a.) Physically Delivered, (b.) Firm and (c.) for Fixed Quantities. The Products must be transacted in $/MMBtu and capable of being Confirmed under the Exhibit A of the NAESB Master Agreement. Transactions can only be executed with natural gas suppliers where MPPA has an active NAESB. This Policy authorizes products to be purchased at the following Delivery Points:

Authorized Delivery Points

Physical Location	Delivery Point Description	Gas Price Index (related)
ANR- Joliet Hub	ANR Pipeline Company- Joliet Hub CDP	Chicago Citygate
APC-ANR	Alliance Pipeline – ANR Interconnect	Chicago Citygate
Deward	Great Lakes Delivery 40785	ANR-ML7
Farwell	Great Lakes Receipt 48644	ANR-ML7
ANR Storage	Storage Transfer	ANR-ML7

If other Delivery Point locations are found to be more efficient and effective for meeting the mandates under this Policy, then MPPA staff will propose an Addendum to this Policy and update the MPPA IRMC.

The agreement with ANR pipeline gives MPPA the rights to 300,000 DTh of natural gas storage. This greatly exceeds the need for the Kalkaska CT itself. As such, to optimize the natural gas storage asset, MPPA may desire to purchase gas into storage and sell natural gas in storage in a forward month that provides benefit to the asset position and the project. At no point in time can MPPA use more than half of the storage asset in this manner. Any purchase or sales transactions must be done in accordance with this policy.

Transaction Size, Term Limits & Authority Level

Transaction Size Limits (regardless of term)		
Commodity	Transaction Size (MMBtu)	Authority Level
Natural Gas	20,000	Any Person as Approved by GM
Natural Gas	20,000 to 33,000	Manager/Director
Natural Gas	Greater than 33,000	General Manager &CEO
Transaction Term Limits		
Natural Gas	1 day to Prompt Calendar Month	Any Person as Approved by GM
Natural Gas	Prompt Calendar Month +2nd Month	Manager/Director
Natural Gas	Greater than 2 Prompt Calendar Months	General Manager & CEO

General Manager & CEO may delegate purchase authority for transactions on an as-needed basis.

Transactional Recording & Confirmation

All transactions regardless of term must be signed via written Confirmation by the proper authorized MPPA personnel within 2 business days of commitment. All transactions will be executed via written Confirmation conforming to the NAESB Template. Committed transactions will be recorded via email, instant message, or phone line.

Natural Gas Transactional Requirements

Each counterparty with which MPPA is to execute a North American Energy Standards Board (NAESB) agreement must undergo a credit analysis by MPPA. Each NAESB agreement will conform to a standard form approved by qualified counsel and the Internal Risk Management Committee. MPPA will, prior to execution of a NAESB agreement, obtain approval for the NAESB agreement by the Board of Commissioners and authorization by the Internal Risk Management Committee to activate the supplier on the "approved counterparty list" as specified in the Credit Policy.

Counterparty Concentration Risk Mitigation

MPPA shall always maintain relations and NAESB agreements with at least four (4) counterparties that are actively selling natural gas.

Appendix E
Emissions Transaction Policy

Objective

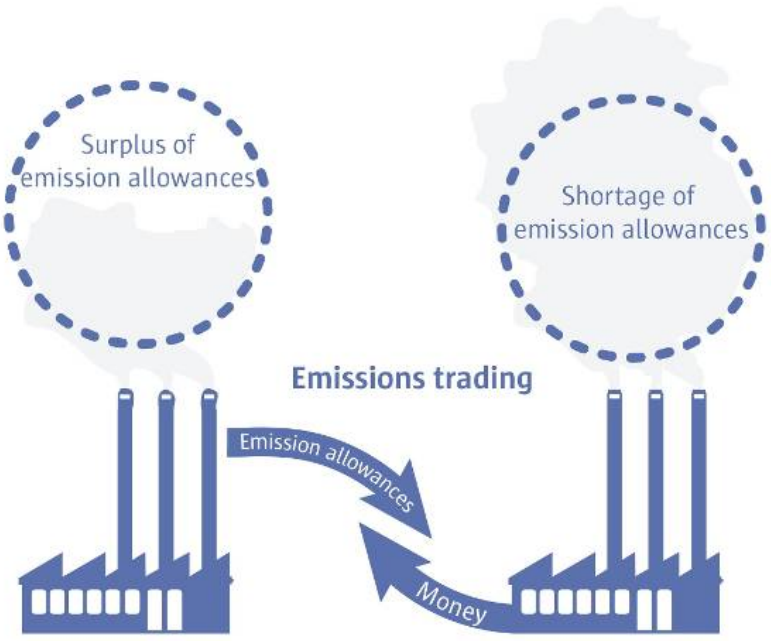
MPPA and its Members are required to adhere to air emission laws set forth by the Environmental Protection Agency (EPA) such as the Cross-State Air Pollution Rule (CSAPR). Under such rules, air emitting resources are given allowance credits that can be traded as a commodity for use in meeting compliance obligations. It is the purpose of this policy to provide a structure for transactions contemplated to meet compliance or to sell excess credits not needed for compliance in any given year.

Transactional Risk

Trading of allowance credits will only be allowable for the current compliance year. Counterparty risk is low as payment is due prior to the transfer of allowance credits.

Types of Transactions

Transactions will be at current market prices between Members and with MPPA and/or MPPA assets. MPPA will attempt to liquidate inside of MPPA as much as possible. Any transactions outside of MPPA and its Members will be at the sole discretion of the General Manager or his delegate. Any Member transaction will only be completed when a Letter of Authorization is received from the Member for the transaction.



Appendix F
Structured Transactions

Risk Management Procedure
Category: Structured Power Supply Transactions
Procedure: Transaction Review and Approval Process
Date Last Updated: 07.22.20

Purpose: To develop procedures and a standard set of information that structured power supply transactions will be evaluated and authorized by executive staff of the Agency before a recommendation is taken to the Board of Commissioners for approval. The information and procedures will ensure that proper position modeling was performed, that counterparty liquidity was properly assessed and that legal, credit, accounting, risk, operations, and regulatory compliance facets of the transaction were considered.

Structured Power Supply Transactions are defined as any power supply transaction that does not fit into an approved hedge plan term window (X< 5 years), or any term transaction that contains negotiated terms and conditions or transactions that contain non-standard power supply products. These procedures should be followed regardless of the transaction term as people, processes and systems are affected equally.

Business Case: All structured power supply transaction recommendations must be accompanied by a written Business Case (see Appendix A). The Business Case should contain no less than the following information:

1. Transaction Rationale/Member Impact
    a. Pricing levels
    b. Wholesale supply risks
    c. Member position deficiencies
2. Transaction Description including:
    a. Term
    b. Volume
    c. Member shares
3. Expected Economic Value
4. Risk Factors and Considerations
    a. Legal
    b. Accounting
    c. Credit
    d. Market Risk
    e. Regulatory Compliance
5. Operational Requirements (Scheduling or Settlement Requirements)
6. Execution Procedure (staff, timing, systems, operational time to process transaction)
7. Exit Considerations (reasons for and procedures to abort the transaction)

Staff may engage Members and market participants to confirm value, assess interest and obtain other pertinent information to effectively prepare the Business Case.

Business Case Review and Authorization to Proceed: The Business Case should be presented to executive leadership of the Agency to obtain an authorization to proceed. The Business Case may receive authorization to proceed or may require additional analysis, research, or documentation. It is the responsibility of staff pursuing the structured power supply transaction to schedule this meeting well in advance of Board approval or transaction execution timeline objectives.

Member Meetings: Once the Business Case has received the Authorization to Proceed, Member meetings will focus on finalizing Member specific transactional details, obtaining governing body approval timelines, and delivering Letters of Authorization.

Board Approval: Once all Member participants have verbally committed to pursue approval from their governing body and have accepted the terms and conditions of the Letter of Authorization, the proposed Structured Power Supply Transaction can be scheduled into a future Board Meeting Agenda and presented to the Board for approval. After the Board Meeting and prior to execution, additional steps can be taken to prepare for the transaction for execution. These steps include but are not limited to:

- Review and assessment of market conditions
- Review of potential counterparties
- Indicative pricing for comparative purposes (as necessary)
- Determination of credit requirements by financial staff of the Agency
- Review of transaction documentation
    - Assess whether legal review is required
- Finalize execution plan: staff responsible, timing and tools necessary to evaluate bids / offers

Authorization to Execute Approval: Upon completion and incorporation of the above steps into the Business Case and receipt of fully executed Member participant Letter of Authorization's, a meeting should be scheduled to obtain authorization to execute. Participants in the Authorization to Execute Meeting should be the CEO, CFO, Director of Energy Supply and Market Operations, and other relevant functional support staff.

Business Case Format – Structured Transaction Approval

Proposed Transaction	Insert name of Proposed Transaction
Transaction Description	Nature of transaction, term, size, method of execution
Transaction Rationale	Describe the primary benefits of the proposed transaction (generates revenue to offset costs, reduces risks, increases renewables portfolio mix etc.). What are the drivers of the transaction (low market prices, high market prices, spreads, etc.)?
Economic Value	Provide a concise overview of the financial benefits from the rationale above
Member Involvement	Insert Member entitlements and percentage of overall need met
Risk Factors Addressed	Legal Credit Market Risk Regulatory Accounting/Settlements Other
Operational Requirements	Detailed list of staffing and operational tasks to effectuate the transaction (Systems, People, Processes)
External Resource Requirements	Any external resources required to effectuate the transaction (legal, consulting etc.)
Execution Plan	Detailed Project Plan and Anticipated Date of execution
Approvals Required	List of Signatures required for sign off on transaction

Appendix G
Hedge Policy Transactions

Risk Management Procedure
Category: Hedge Policy Power Supply Transactions
Procedure: Transaction Review and Approval Process
Date Last Updated: 07.22.20

Purpose: To develop procedures and a standard set of information that standard power supply transactions will be evaluated and authorized by executive staff of the Agency before a recommendation is taken to the Board of Commissioners for approval (when required). The information and procedures will ensure that proper position modeling was performed, that counterparty liquidity was properly assessed, and that credit, accounting, risk, and operational facets of the transaction were considered.

Standard Power Supply Transactions are defined as any power supply transaction that fit into an approved hedge plan term window, contains routine wholesale power market documentation and are for products approved in the Risk Policy.

Process: These steps include the following:

- Review and assessment of potential counterparties
- Indicative pricing for comparative purposes as necessary
- Determination of credit requirements
- Finalize execution plan: who/how/when

Execution Document: All standard power supply transactions must demonstrate that process above has been completed. When required, this Execution Document will be used to obtain the approval of the General Manager and the Board of Commissioners. (Appendix B)

Member Meetings/Board Approval (When Required): Meetings with Members will include a Member specific review of the transaction and how it effects their Power Supply Portfolio in meeting Hedge Policy risk management guidelines. At the meeting, staff will present Member with Letter of Authorization and obtain verbal acceptance of the transaction. Staff will receive Member timeline of internal approval process and return of signed Letter of Authorization. With all impacted Members supporting the transaction, the proposal would then be placed on the next BOC meeting agenda for approval of the full Board of Commissioners.

Appendix H
Hedge Policy Power Supply Transaction Approval

Proposed Transaction	Insert name of Proposed Transaction
Transaction Description	Nature of transaction, term, size, method of execution
Transaction Rationale	Describe the primary benefits of the proposed transaction (generates revenue to offset costs, reduces risks, increases renewables portfolio mix etc.). What are the drivers of the transaction (low market prices, high market prices, spreads, etc.)?
Economic Value	Provide a concise overview of the financial benefits from the rationale above
Member Involvement	Insert Member entitlements and percentage of overall need met
Risk Factors Addressed	Credit/Counterparty Market Risk Accounting/Settlements Other
Execution Plan	Plan and Anticipated Date of execution
Approvals Required	List of Signatures required for sign off on transaction

Submitted by: _____
Approved by: _____

Member Approval Required: Yes/No _____
Board Approval Required: Yes/No_____

Date: _____

EXHIBIT A

Credit Risk Policy

EXHIBIT A: Credit Risk Policy

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1. Purpose

Credit Risk Management is a key component of MPPA's Power Supply Risk Management Policy ("Risk Management Policy"). Credit Risk is embedded in every forward commodity transaction executed by MPPA. A counterparty contractual non-performance under a forward commodity transaction could subject MPPA and its Members to significant financial exposure. This financial exposure originates from the significant underlying price volatility in the power business. This Credit Risk Policy's purpose is to establish the terms and conditions for identifying, calculating, reporting, and managing credit risk.

2. Definitions

Credit Exposure–amount estimated to be due to MPPA for accounts receivable/payable including unbilled amounts, plus the Mark to Market of all transactions for that counterparty
Credit Rating–an estimate of the ability of a counterparty to fulfill its financial commitments, using quantitative and qualitative measures
Credit Risk–the potential loss MPPA may incur if a counterparty fails to perform on its financial commitments
Credit Limit–the maximum amount of financial exposure that MPPA will extend to a counterparty
Guaranty-The promise to pay the debt or fulfill the obligation of another entity if that entity fails to do so
Letter of Credit–a letter from a bank guaranteeing a counterparty's obligation to financially perform on its commitments. If the counterparty is unable to uphold its commitment, the bank will be required to cover the counterparty's financial obligation
Mark to Market–the estimated market value of a contract calculated by multiplying the contractual volume by the difference between the current market price and the contract price. This valuation technique values all transactions and related costs of execution at fair market value

3. Governance

The Credit Risk Management role is performed by the Accounting/Finance department (Risk Management Staff) of MPPA. The Chief Financial Officer & Treasurer (CFO) is responsible for administration of this policy. Additionally, the IRMC is responsible for monitoring the ongoing compliance with this Policy along with all other risk factors. The IRMC has approved this Policy and must approve any material modifications to this Policy.

4. Contractual Agreements

To establish a legal basis for transactions with counterparties, the MPPA Power Supply Staff will enter into the appropriate trading agreement. For physical power transactions, Edison Electric Institute (EEI) agreements will be established. For financial transactions not designated for clearing through an exchange, International Swaps and Derivatives Association (ISDA) agreement will be established. The ISDA Master Agreement is the

authoritative contract widely used by industry participants. It has established international contractual standards governing privately negotiated derivatives transactions that reduce legal uncertainty and allow for reduction of credit risk through netting of contractual obligations. The Agreement is designed, among other things, to facilitate cross- product netting, and may be used to document a wide variety of derivative transactions.
The EEI Master Power Purchase & Sale Agreement is a commercially oriented, physical power purchase and sale agreement incorporating precisely defined, commonly traded products, trading practices, and legal terms. Applying standard terms to each transaction helps to reduce the business risks in wholesale electricity trading by establishing certainty as to the reciprocal rights and obligations of each trading partner.

While MPPA is not currently utilizing exchange-based energy trading products or Over-the-Counter (OTC) financial transactions cleared through an exchange, when/if MPPA does approve this exchange medium, brokerage accounts will be established that allow MPPA to receive financial protection from the New York Mercantile Exchange (NYMEX) Clearing members, Intercontinental Exchange (ICE), or other regulated exchanges providing energy hedging tools. The integrity of NYMEX/ICE trades offers MPPA financial protection because the clearinghouse safeguards against default. The collective clearing membership of regulated exchanges helps to assure financial performance of all transactions.

5. Credit Risk Management Objective & Responsibilities

The objective of the Policy is to put in place policies and procedures for identifying, calculating, reporting, and managing credit risk by MPPA Risk Management Staff. The results of these efforts will be routinely reported to the Internal Risk Management Committee and Board of Commissioners. The primary responsibilities under this Policy are:

A. Establishment of Credit Ratings for counterparties of MPPA
B. Establishment of Credit Limits derived from the credit quality of counterparty Credit Ratings
C. Develop, maintain, and effectively use a financial exposure reporting system that routinely calculates and reports financial exposure for accounts receivable, accounts payable, unbilled and Mark to Market of energy commodity transactions
D. Procedures to monitor and report on calculated financial exposure against counterparty Credit Limits to the MPPA Leadership Team (CEO, CFO and Director–Energy Supply & Market Operations) and MPPA staff involved in executing forward power supply transactions
E. Transaction management and approval processes using Credit Limits and financial exposures
F. Liquidity management that, ensures, at all times, that MPPA has sufficient counterparty capability to promote competitive solicitations for energy transactions as outlined in the MPPA Power Supply Risk Management Policy
G. Concentration limits are established and followed

5A. Counterparty Credit Rating Process

One of the fundamental concepts of managing Credit Risk is the establishment of sufficient levels of credit to facilitate the price hedging requirements of MPPA's Hedge Policy. MPPA will develop a Credit Limit for counterparties based on the analysis of all available information. Wholesale counterparties will undergo a comprehensive credit evaluation through ACES or a similar third-party credit monitoring organization. The CFO will review the report and recommended credit limits by the monitoring organization and advise the IRMC as to the creditworthiness of the counterparty based on the information provided as well as MPPA's own assessment.

When Risk Management Staff perform counterparty credit reviews and determine that the counterparty:

> Is not publicly rated, or
> Does not have financial statements, or
> Is not able to provide independent credit support, or Otherwise does not provide a basis to extend unsecured credit,

then the counterparty will be required to satisfy the credit needs to MPPA by providing alternative credit support; either by providing a Guaranty from another creditworthy entity, or by providing collateral in the form of cash deposits or an approved Letter of Credit.

The Letter of Credit should be an irrevocable, transferable, standby Letter of Credit, in form and substance reasonably acceptable to MPPA, issued by a major U.S. commercial bank assigned a Credit Rating of at least "A-" by S&P or "A3" by Moody's or any other entity as may be acceptable to MPPA in its discretion.

The provider of the Guaranty is subject to the normal credit review process detailed above. The format of the Guaranty, to be provided by the counterparty's guarantor, will be negotiated with the counterparty, and reviewed and approved by the CFO and/or MPPA legal counsel as required.

5B. Credit Limits

These are financial limits for each counterparty based on its Credit Rating. These limits represent the maximum amount financial exposure MPPA is willing to provide a counterparty. These will be used to monitor and manage the overall transactional activity with each counterparty. The CFO or the CFO's designee is responsible for the establishment and enforcement of all Credit Limits (Appendix A).

The Credit Limit is based on a weighted assessment of the counterparty's financial strength. For counterparties with a Credit Rating from one of the 3 major rating agencies (Moody's, S&P, Fitch), 50% of the overall score is based on the lowest senior unsecured debt Credit Agency Rating.

The FRISK Raw Score listed in the Credit Risk Monitor Report accounts for an additional 25% of the weighted rating. The FRISK Score is a proprietary score indicating a company's level of financial stress, based on the probability of bankruptcy over a 12 month horizon. If the counterparty does not have an Agency Rating, the CFO will assign one based on a review of key financial ratios in the financial statement.

Lastly, the Net Equity position of the counterparty will account for the final 25% of the overall weighting.

Credit extended to a counterparty by MPPA must not exceed the counterparty's strength of its balance sheet. As such, the Credit Limit will not exceed 5% of a counterparty's total Net Equity position.

If MPPA has the legal right under its wholesale power supply agreement (EEI or ISDA) it will require a counterparty to post the following forms of security if the counterparty's credit rating deteriorates and financial assurance is required:

- Cash
- An acceptable Letter of Credit
- An acceptable parental Guaranty from a publicly visible creditworthy entity as previously discussed

All collateral will be reviewed each month by Risk Management Staff with an emphasis on collateral expiring within the next 90 days to ensure proper resolution and disposition.

5C. Transaction Management & Approvals

Each counterparty's availability for future transactions shall be reviewed by the CFO and Director of Energy Supply regularly, but always when a recommended market transaction volume has been identified. A Hedge Policy Committee (HPC), or a Member within a self-directed plan, may also develop further transaction liquidity requirements. In its review, Risk Management Staff will review prospective power supply transactions to provide approval and guidance on acceptable counterparties and limits. Risk Management Staff will also take steps to ensure:

a. Counterparty(s) for the transactions are on the list of approved counterparties
b. Counterparty(s) are within their credit limits for the intended transactions
c. That Concentration limits are respected

5D. Financial Exposure Measurement & Monitoring

MPPA has developed a counterparty Financial Exposure application that calculates and visually reports financial exposure by transaction and by counterparty using transaction volume, contract price and term against an

internally generated forward price curve (see Power Supply Risk Management Policy Section 9 for details on Forward Price Curve development).

5E. Credit Report Generation

Risk Management Staff will compare the aggregate Financial Exposure to the current Credit Limit for each counterparty for potential credit limit violations on a weekly basis. Any change to the counterparty that would create an adverse exposure to MPPA or place the counterparty in exceedance of its Credit Limit will be immediately reported to the Power Supply staff and the MPPA Leadership Team along with any recommended actions to reduce the risk. Risk Management Staff will limit transactions with counterparties that are likely to exceed Credit Limits using probabilistic analysis.

Credit Reports to be generated by Risk Management Staff with distribution to Power Supply Staff, MPPA Leadership Team & the IRMC are the following:

Exposure & Credit Limit Report–This report will be produced on a weekly basis by the Risk Management Staff and will incorporate the following: (Appendix B).

- Hedges positions by counterparty with accounts payable and accounts receivable data incorporated
- Comparison of current exposure to given counterparty approved Credit Limit
- Results of testing for compliance against Financial Exposure and Net Equity limits
- Any material changes to the financial strength of current counterparties

Concentration Report – This report will show each counterparty's market exposure by delivery year for each delivery year to ensure compliance with the concentration limits set forth in this Policy (Appendix C).

Counterparty Credit Analysis–As new prospective counterparties are identified; a brief synopsis of the evaluation results will be provided as to the financial viability of that company. This report will include a recommended Credit Limit.

Significant Change Credit Report–When a current counterparty demonstrates a material change in credit strength, a report will be created by the Credit Risk Staff and provided to the CFO for evaluation and appropriate course of action.

Limit Exception Report–This report documents when a violation of a credit limit has occurred or if a counterparty has encountered a material change that would cause a movement to a higher risk category. The CFO will determine what course of action is required and will document the decision in this report.

The following reports will be reviewed at every IRMC meeting: Exposure & Credit Limit Report, Concentration Report.

The following reports will be reviewed at the IRMC meetings as required: Counterparty Credit Analysis (prior to new counterparty approval requests), Significant Change Credit Report, Limit Exception Report.

5F. Liquidity Management

MPPA shall always maintain enabling agreements and credit capability with multiple counterparties as outlined in the MPPA Power Supply Risk Management Policy.

5G. Concentration Limits

A Concentration Limit is the maximum amount of power supply (capacity or energy) that can be acquired from a specific resource or counterparty. It is represented as a percentage of a Member's total load as further described below. Concentration limits are important because despite rigorous credit management procedures, energy commodity markets can gap up or down due to extreme volatility.. In these cases, changes to financial exposure and counterparty credit ratings can be swift and significant where the processes outlined in this Policy cannot keep pace with the changes in the market. To further protect the Agency from these kinds of events, Concentration limits will be used to cap the size of transaction volume executed with any single counterparty. These limits may be waived by Senior Executive Staff of the Agency, when upon their review, the limits conflict with Liquidity Management requirements and power supply economics are impacted more than the risk of exceeding the Concentration limit.

Energy

Concentration limits for energy will be calculated using 80% of the Member forecasted energy (MWh) as the divisor/denominator. This represents the volume of energy that must be hedged to comply with the objectives of the Stability Hedge Plan.

Capacity

Concentration limits for capacity will be calculated using the total amount of capacity that must be hedged to meet state compliance targets under Public Act 341. In Michigan, load must demonstrate they have acquired capacity to meet 95% of the forecasted Planning Reserve Margin Requirement ("PRMR") 4 years into the future. Accordingly , concentrations limits for any supply source will be divided by 100% of the forecasted PRMR.

Appendix A
Counterparty Credit Limit Scoring Model

Weighting

Frisk Score	25%
Agency Rating: S&P, Moody's, Fitch	50%
Net Equity Position	25%

Financial Score- Credit Risk Monitor – 25%

The FRISK Score is a proprietary score indicating a company's level of financial stress, based on the probability of bankruptcy over a 12 month horizon. The FRISK score incorporates a number of critical risk indicators including but not limited to stock market capitalization & volatility, financial ratios, and Moody's & Fitch Bond ratings. The Frisk score is reported on a 1-10 scale with 1 being the highest level of risk.

Agency Rating – 50%

If there is no Senior Unsecured Debt, the Lowest Issuer Rating may be used

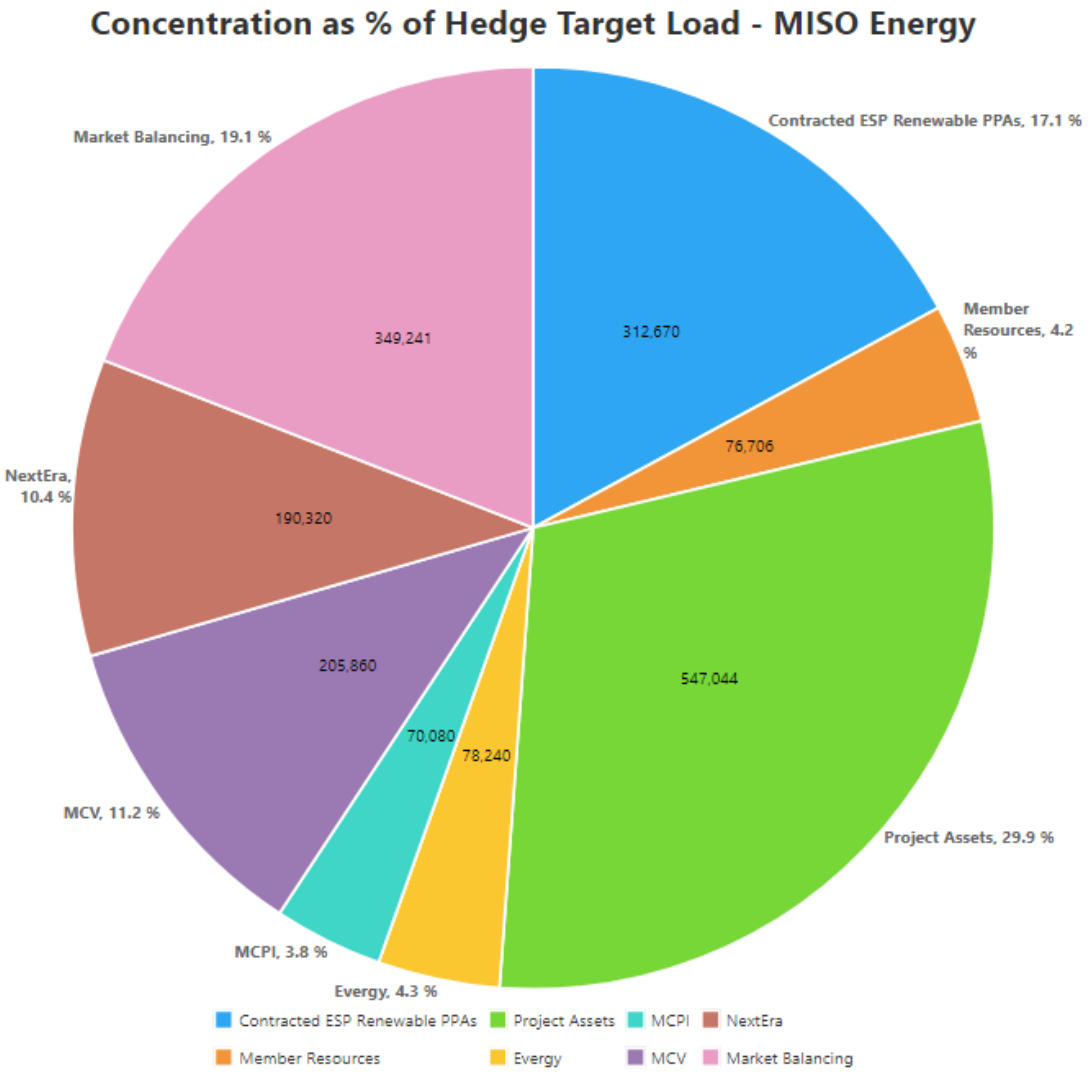
Agency Score	Score	Agency Score	Score
AAA/Aaa	10.00	BB/Ba2	8.00
AA+/Aa1	9.50	BB-/Ba3	8.00
AA/Aa2	9.50	B+/B1	7.00
AA-/Aa3	9.50	B/B2	6.00
A+/A1	9.25	B-/B3	5.00
A/A2	9.25	CCC+/Caa1	4.00
A-/A3	9.25	CCC/Caa2	3.00
BBB+/Baa1	9.00	CCC-/Caaa3	2.00
BBB/Baa2	8.75	R/CA	1.00
BBB-/Baa3	8.75		
BB+/Ba1	8.00		

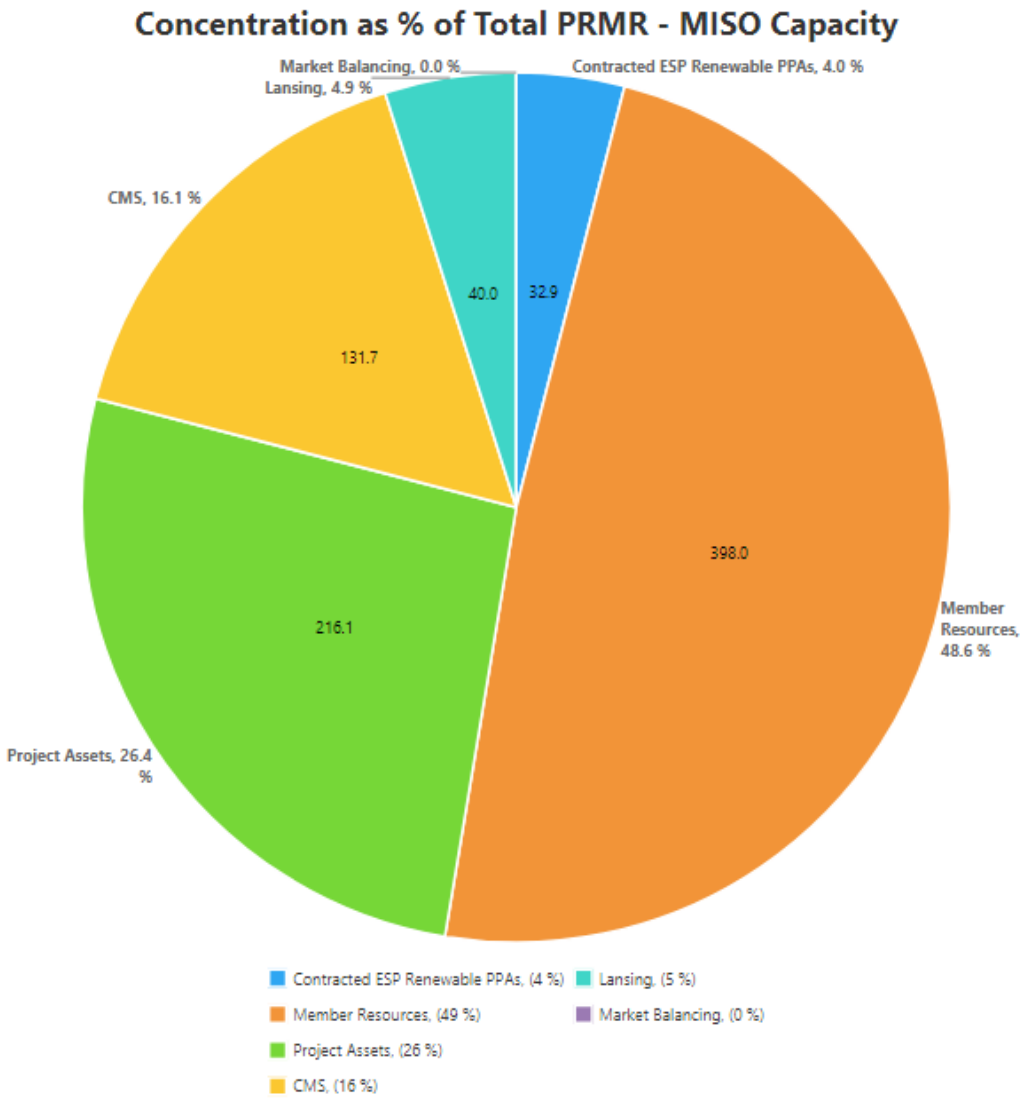
Credit Limit	Weighted Score Low	Weighted Score High
$25,000,000	9.25	10.00
$20,000,000	8.76	9.24
$15,000,000	8.01	8.75
$10,000,000	7.26	8.00
$5,000,000	6.75	7.25
$2,500,000	6.01	6.75
$0	1.00	6.00

Appendix B
Exposure & Credit Limit Report
(Sample)

Counterparty	Credit Limit	Total Exposure Energy/Capacity 05/27/21	Total Exposure Compliance	Notes
Company 1	$10,000,000	$0	Y	
company 2	$25,000,000	-$312,595	Y	
company 3	$25,000,000	$52,362	Y	
company 4	$25,000,000	$7,986	Y	
Company 5	$25,000,000	-$175,554	Y	
Company 6	$10,000,000	-$100,817	Y	
Company 7	$15,000,000	$8,473,869	Y	

Appendix C
Concentration Report
(Sample)




Concentration as % of Total PRMR - MISO Capacity
Market Balancing, 0.0 %
Contracted ESP Renewable PPAs, 4.0 %
Lansing, 4.9 %
CMS, 16.1 %
40.0
32.9
131.7
398.0
216.1
Member Resources, 48.6 %
Project Assets, 26.4 %
Contracted ESP Renewable PPAs, (4 %)
Lansing, (5 %)
Member Resources, (49 %)
Market Balancing, (0 %)
Project Assets, (26 %)
CMS, (16 %)

Appendix D
MPPA Employee Acknowledgement

I, the undersigned, have read and fully understand the MPPA Credit Risk Policy. I will comply with all the requirements of this policy and will alert MPPA Leadership to known breaches. I also understand that a breach of this policy may lead to dismissal.

I am aware that MPPA Leadership has the right to modify Policy limits on a discretionary basis.

Approved Version 2.0

Signature: _____

Name: _____

Date: _____

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: CWA Renewal Agreement

DATE: September 7, 2021

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

We have had many fruitful conversations with the union and have reached partial agreement but due to some larger issues yet to resolve with future retirement benefits, we are proposing a short-term renewal of the existing contract including a 4% annual pay raise for the members, a slight increase in pager/stand-by pay, and a one time $100 signing bonus. We anticipate a full multi-year contract renewal later this fall. This agreement expires November 17, 2021.

RECOMMENDATION:

Motion to approve the collective bargaining agreement with the Communication Workers of America and authorize the Mayor and City Manager to sign the agreement on behalf of the City.

ATTACHMENTS:

- CWA Renewal Agreement 09072021 - 11172021

AGREEMENT BETWEEN

CITY OF CHARLEVOIX
AND
COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO

Including Appendix "A" and "B"

September 7, 2021 through November 17, 2021

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AGREEMENT

An AGREEMENT, made this 31st day of August 2021, effective September 7, 2021 unless otherwise stated, by and between the CITY OF CHARLEVOIX, hereinafter referred to as the "City" or "Employer," and the COMMUNICATION WORKERS OF AMERICA, AFL-CIO, hereinafter referred to as the "Union."

WITNESSETH:

The general purpose of this Agreement is to set forth the wages, hours and working conditions that shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Union. Recognizing that the interest of the community and the job security of the employees depend upon the City's ability to continue to provide proper services to the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

Section 1.1. Recognition. Pursuant to and in accordance with the applicable provisions of Act 79, P.A. 1965, as amended, the Employer hereby recognizes the Union as the exclusive collective bargaining agent for purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for the Employer's employees included in the bargaining unit described below:

All full-time, regular, non-uniformed employees and all full-time regular clerical employees; BUT EXCLUDING elected officials, technical and professional employees, part-time, temporary and seasonal employees, confidential employees, supervisory and all other employees.

(a) Part-time employee is an employee hired to work a regular or irregular schedule of hours less than a full-time employee.

(b) Temporary employee is an employee hired for a specific task or for a specific time. Ordinarily, such period of time shall be thirty (30) days but exceptions may be made.

(c) Seasonal employee is an employee hired for a specific season as determined by the Employer. Ordinarily, seasonal employees are hired to work during a calendar season. The summer season for example, runs from May 15 through September 15.

(d) Confidential employee is an employee whose access to confidential personnel files or to knowledge pertinent to the labor relations activity of the Employer makes it inappropriate for inclusion in the bargaining unit.

ASSOCIATION SECURITY AND CHECKOFF

Section 2.1. Union Security. The Union and Employer agree that if, during the term of this Agreement, Michigan Freedom-to-Work, Public Act 349 is repealed, amended, or otherwise nullified through legislation or an order of law rendered by a court or other tribunal of competent jurisdiction, Section 2.1 of the parties' 2012-2015 CBA shall become a binding provision in this Agreement immediately on the effective date of such legislation or order.

Section 2.2. Dues Checkoff Authorization. For those employees for whom properly executed payroll deduction authorization forms were delivered in the past, or are delivered in the future, to the Employer's payroll office, the Employer will deduct from such employees' pay, the monthly dues and/or initiation fees as per such authorization and shall promptly remit any and all amounts so deducted, together with a list of names of employees from whose pay such deductions were made to the Union. The Employer will also provide to the Union a list of names of employees hired or rehired, those returning from military service, and those who have revoked the deduction of dues checkoff authorization. The Union shall notify the Employer in writing of the amount of the dues to be deducted, and of any changes made to the amount of dues to be deducted. The Employer shall not be liable to the Union under this Section, for the remittance or payment of any sum other than constituting actual deductions made from employee wages. If a dispute arises as to whether or not an employee has properly executed a written authorization, the Employer will notify the Union in writing, and no further deductions will be made until the matter is resolved. If a dispute arises as to whether or not an employee has properly revoked a written authorization, the Employer will notify the Union, and the Union will advise the Employer of whether the attempted revocation is proper, and whether dues should continue to be deducted, pending receipt of a proper revocation.

The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability that may arise out of or by reason of action taken in reliance upon individual employee authorization forms, or by reason of the Employer's dues deduction compliance with the provisions of this Section.

REPRESENTATION

Section 3.1. Stewards.

(a) The Employer agrees to recognize six (6) stewards selected or elected by the Union to function in a representative capacity for the purpose of administering this Agreement in accordance with the grievance procedure established in this Agreement. One of the stewards shall be designated as Authorized Union Representative.

(b) The Union agrees to advise the Employer in writing of the names of its stewards and alternates before recognition of their representative capacity begins and to provide an annual update on or before January 1 of each year. If stewards change throughout the year, the City will be notified.

(c) The Union shall have the right to elect or select alternates who shall serve only in the absence of the officially recognized steward.

(d) The Union agrees that, except as specifically provided for by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours which would in any way disrupt or affect their work or that of other employees.

(e) Collective Bargaining Committee. The Employer agrees to recognize a collective bargaining committee composed of two (2) Union employees. The duty of the collective bargaining committee is to meet with management representatives for purposes of contract negotiations and grievance administration.

RIGHTS OF EMPLOYER

Section 4.1. Management Rights.

(a) The City Council, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself and its designated representatives when so delegated by the City Council, all powers, rights, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and the United States. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines to provide such service; to determine the size of the work force and to increase and decrease the number of employees retained; to hire new employees; to determine the nature and number of facilities and departments and their location; to adopt, modify, change or alter the budget; to establish, modify or discontinue classifications of work; to combine or reorganize any part or all of its operations; to maintain order and efficiency; to study and use

improved methods and equipment and outside assistance either in or out of the Employer's facilities; to direct and determine the work force including the hours of work; to assign work and determine the location of work assignments and related work to be performed; to determine the number of employees to be assigned to operations; to establish work standards; to select employees for promotion or transfer to supervisory or other positions; to determine the number of supervisors; to make judgments regarding skill and ability and the qualifications and competency of employees through evaluations or other means; to establish training requirements for purposes of maintaining or improving the skills of employees and for advancement. All such rights are vested exclusively in the Employer.

(b) The Employer shall also have the right to suspend, discipline or discharge employees for just cause; transfer, layoff and recall personnel; to establish reasonable work rules and to fix and determine penalties for violations of such rules; to establish and change work schedules and hours; to continue and maintain its operations as in the past, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, they shall be subject to the grievance and arbitration procedure set forth in this Agreement.

(c) It is further agreed by the parties that the enumeration of management prerogatives set forth above shall not be deemed to exclude other prerogatives not enumerated and, except as expressly abridged or modified by this Agreement, all of the rights, power and authority possessed by the Employer are retained by the Employer and remain within the rights of the Employer.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.1. Definition of a Grievance. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of this Agreement during the term of this Agreement.

Section 5.2. Grievance Steps. All grievances shall be processed in the following manner:

Step 1. Verbal Procedure. An employee who has a complaint must submit his/her complaint orally to his/her department head or designee within five (5) working days after the occurrence of the event upon which the complaint is based. The department head or designee shall give the employee an oral answer to his complaint within twenty-four (24) hours.

Step 2. Written Procedure. To be processed under this grievance procedure, a grievance must be reduced to writing by the job steward (in triplicate), state the facts upon which it is based, when they occurred,

specify the section of the contract which allegedly has been violated, must be signed by the employee who is filing the grievance and must be presented to his/her department head within ten (10) calendar days after the occurrence of the event upon which it is based. The employee's department head shall give a written answer to the job steward within five (5) calendar days after receipt of the written grievance. If the answer is satisfactory, the job steward shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) copy retained by the department head. If the answer is unsatisfactory, the job steward shall so indicate on the grievance form, thereby appealing the grievance to the Third Step.

Step 3. If the grievance has not been settled in Step 2 and if it has been appealed to Step 3, the Authorized Union Representative shall communicate with the City Manager in writing within five (5) regularly scheduled working days after receipt of the Step 2 answer for the purpose of establishing a Step 3 grievance meeting. If such written request is made, the City Manager and/or his/her designated representative shall meet with the Union representatives, not to exceed two (2) employees, within seven (7) calendar days thereafter to discuss the grievance. A written Step 3 answer to the grievance shall be given to the Union within five (5) regularly scheduled working days after such meeting. If the answer at this stage is satisfactory, the Union representative shall so indicate on the grievance answer and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the City Manager. If the answer is unsatisfactory, the Authorized Union Representative may appeal the grievance to arbitration as set forth in Section 5.3.

Section 5.3. Arbitration. The Union may appeal the Employer's decision to arbitration during the term of this Agreement on any grievance that is arbitrable by giving the Employer written notice of its desire to arbitrate within thirty (30) days after receipt of the Employer's last answer.

Section 5.4. Selection of Arbitrator. If a timely request for arbitration is filed by the Union, the parties to this Agreement shall select by mutual agreement one (1) arbitrator who shall decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from a panel of arbitrators submitted by the Michigan Employment Relations Commission. The remaining name shall serve as the arbitrator, whose fees and expenses shall be shared equally by the Union and the Employer. Each party shall pay the expenses, wages and any other compensation of its own non-employee witnesses and representatives.

Section 5.5. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he shall be governed at all times

wholly by the terms of this Agreement. The arbitrator shall have no power or authority to alter or modify this Agreement in any respect, directly or indirectly, or any authority to hear or determine any dispute involving the exercise of any of the Employer's inherent rights not specifically limited by the express terms of this Agreement. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the Union, the Employer and employees in the bargaining unit, provided however, that either party may have its legal remedies if the arbitrator exceeds his jurisdiction as provided in this Agreement. Any award of the arbitrator shall not be retroactive any earlier than the time the grievance was first submitted in writing.

Section 5.6. Time Limitations. The time limits established in this Grievance and Arbitration Procedure shall be followed by the parties and employees hereto. If the Union or Employee fails to present a grievance in time or advance it to the next step in a timely manner, the grievance shall be considered settled. If the Employer fails to follow the time limits, the grievance shall automatically advance to the next step, including arbitration upon notice. The time limits may be extended by mutual agreement, provided the extension is reduced to writing and the period of the extension is specified. Saturday, Sunday and recognized holidays shall be excluded from the time periods specified in the Grievance and Arbitration Procedure.

Section 5.7. Policy Grievances. Grievances on behalf of an entire department or the entire bargaining unit shall be filed by the Chairman of the Union Grievance Committee and shall be processed starting at Step 3.

Section 5.8. Meetings - Lost Time. Meetings of the joint grievance committees provided for in Step 3 of the Grievance Procedure shall be held at a time mutually agreed upon between the City Manager and the Union representative on the day for which they are scheduled. The Union committee members, employed by the City, not to exceed a total of two (2) in number, shall be paid their straight time hourly rate of pay for time necessarily lost from their regularly scheduled work to attend such meetings.

Section 5.9. Negotiations. Pay treatment for those employees engaged in negotiations between the Employer and the Union will be as provided in Section 5.8. Not more than two (2) Union employees will be engaged in negotiations at a specific time.

DISCHARGE AND DISCIPLINE

Section 6.1. Discharge.

(a) The Employer agrees that non-probationary employees shall not be discharged without just cause, in appropriate situations the Employer shall initially place the employee on a disciplinary suspension, without pay for up to five (5) days before converting the suspension to a discharge, if appropriate. During the suspension period, the employee may request a meeting between the City Manager and Union representatives by

submitting a grievance commencing at Step 3. After such meeting, the City Manager shall determine what penalty, if any, is appropriate, including converting the suspension into a discharge. The Union may request another Step 3 meeting with the City Manager or appeal his decision to arbitration by filing a timely request in accordance with the arbitration procedure established in this Agreement

(b) Any employee who is to receive a disciplinary suspension or discharge, may upon request, have his steward present.

NO STRIKE - NO LOCKOUT

Section 7.1. The Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown, or strike. The Employer agrees that during the same period, there will be no lockouts.

Section 7.2. Penalty. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined or discharged at the discretion of the Employer. However, it is understood and agreed that the question as to whether an employee's conduct is such as is proscribed by this Section may be processed under the Grievance Procedure starting at Step 3 thereof, provided a written grievance is presented to the City Manager within five (5) calendar days after the date upon which the employee was disciplined or discharged.

SENIORITY

Section 8.1. Seniority Definition. Seniority shall be defined as an employee's length of continuous full-time employment with the Employer since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the direction of the Employer and since which he has not lost his seniority under Section 8.4. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or for layoffs, except as hereinafter provided.

Section 8.2. Probationary Employees. The probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which will qualify him for regular employee status. All new, full-time, regular employees shall complete three (3) consecutive months of probationary employment with the Employer, which may be extended up to an additional three (3) months upon mutual agreement between the City and the Union.

During the probationary period, the employee shall have no seniority and may be terminated or laid off by the Employer at any time without regard and without recourse to

this Agreement. At the conclusion of the probationary period, the employee's name shall be added to the seniority list as of his/her last hiring date.

Section 8.3. Seniority List. The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin board each three (3) months. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their last hiring date, starting with the senior employee's name at the top of the list. If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two (2) or more of such employees have the same last name, the same procedure shall be followed with respect to their first names.

Section 8.4. Loss of Seniority. An employee's seniority and employment relationship with the City shall terminate:

(a) If he/she quits, retires or is justifiably discharged.

(b) If, following a layoff, he/she fails or refuses to notify the City of his/her intention to return to work within five (5) regularly scheduled working days after a written notice sent by certified mail of such recall is sent to his/her last address on record with the Employer, or having notified the City of his/her intention to return, fails to do so within ten (10) regularly scheduled working days after such notice is sent.

(c) If he/she is absent for three (3) consecutive regularly scheduled working days without notifying his/her department head prior to or within such three (3) day period of a justifiable reason for such absence.

(d) When he/she has been laid off for a period of twenty-four (24) or more consecutive months.

Section 8.5. Layoff and Recall.

(a) When it becomes necessary to reduce the size of the work force in a classification, probationary employees shall be laid off first, except in those individual instances where certification or licenses prevail, and providing there are employees with seniority who are able and have the ability to satisfactorily perform the work of the probationary employees within a ten (10) working day trial period. Thereafter, the employees with the least seniority in the classification affected shall be laid off and subsequently following seniority.

(b) Recall to work following a layoff shall be in order of seniority, provided the employee recalled has the ability to satisfactorily perform the work required within a ten (10) day trial period. Said employees will be offered work in other classifications wherever feasible, before a new employee is hired to

fill any openings.

(c) For the purposes of the layoff and recall procedure, the various classifications listed in Appendix "A" shall be considered individually.

(d) If an employee is laid off he/she may bump into another classification provided that he/she has the greater seniority of the employee he/she will replace and, provided further, that the employee has the ability to satisfactorily perform the required work within a ten (10) working day trial period. If the employee is bumping into a lower or equal-rated classification he/she will receive the maximum of that classification.

Section 8.6. Posting. When it is necessary to fill a new regular job classification or vacancy in an existing job classification, such opening or vacancy shall be posted on the appropriate bulletin board for a period of five (5) regular scheduled working days during which period employees may bid for such opening or vacancy by signing their names on such posting. From among the employees signing the posting who meet the requirements of the job, the one who best meets the requirements shall be awarded the same. If two or more bidding employees who meet the requirements of the job have substantially the same abilities, the employee with the most seniority will be awarded the job. If there are no bidders or if among those who bid there are none who appear to have the ability to readily learn to perform the job requirements as above provided, the Employer may hire new employees for such classification.

(a) When an employee is awarded a job under this Section, he/she may be removed therefrom any time there is substantial evidence that he/she is or will be unable to satisfactorily perform the requirements of the job. In the event an employee is so removed from his/her job, pursuant to this subsection, he/she shall be returned to the last previous regular job classification he/she had occupied prior to bidding.

(b) Any employee who is awarded a job under the bidding procedure shall not be awarded another job, the rate range of which is equal to or less, under the bidding procedure during the next succeeding six (6) months. Any employee who is removed from a job classification for which he/she had bid because of his/her inability to satisfactorily perform the requirements thereof, as provided in subsection (a) above, shall be ineligible to bid for another job during the six (6) month period following the date of the setback.

(c) Employees who are awarded a job under this Section shall be so notified and a notice designating the successful bidder shall be posted on the City's bulletin board for a period of five (5) calendar days immediately following the award. The posting of said notice shall constitute notice to all employees for the purpose of Section 5.1.

Section 8.7. Transfers. The Employer shall have the right to transfer employees

irrespective of their seniority status from one job classification to another to cover for employees who are absent from work due to illness, accident, vacations or leaves of absence for the period of such absence. The Employer shall also have the right to temporarily transfer employees to fill temporary jobs or temporary vacancies or to take care of unusual conditions or situations which may arise. In lieu of layoff, the Employer may transfer the least senior employee in the classification to another regular job classification where there is available work and where the employee has the ability to satisfactorily perform the required work. If the least senior employee is not able to perform the required work, the second least senior employee and subsequently following seniority, shall be selected for transfer until an employee is selected for transfer that has the ability to satisfactorily perform the required work. Posting as outlined in Section 8.6 shall take place prior to any transfer.

Section 8.8. An employee who, after the effective date of this Agreement, is promoted or transferred from a bargaining unit job to a supervisory or other non-bargaining unit job with the Employer, shall retain the seniority he had acquired as of the date of such promotion or transfer and shall accumulate seniority during the first six (6) months of such promotion or transfer. In the event, during such six (6) month period, such employee is removed from his/her supervisory or other job with the Employer for any reason other than discharge, for reasons considered valid under this Agreement or at his/her own request, such employee shall be allowed to exercise his/her seniority to return to a job opening within the bargaining unit which he/she has the then present ability to satisfactorily perform. If the promotion or transfer of such employee from the bargaining unit continues for a period of more than six (6) months, such employee's seniority shall terminate, and if he/she is returned to the bargaining unit, his/her seniority shall commence anew, without bumping any present employee.

LEAVES OF ABSENCE

Section 9.1. Personal or Union Leave. The Employer may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days, which period may be extended for good cause, without pay and without loss of seniority to an employee who has completed his/her probationary period, provided in the judgment of the Employer, such employee can be spared from his/her work. Time spent on Union business which results in absence from his/her regularly scheduled tour of duty by an executive board member of the Union, other than City grievances or meetings, shall be paid by the Union and considered on such employee's records as "Absent Union Business" or "AU", provided that the Employer first approves the leave of absence.

Section 9.2. Medical Leaves of Absence and Family and Medical Leaves of Absence. Under the provision of the Federal Family and Medical Leave Act (FMLA), upon request, an employee who has been employed by the City for at least twelve (12) months and worked 1250 hours during the previous twelve (12) month period, may take 12 weeks of unpaid, job protected leave in a twelve (12) month period:

- to care for the employee's own serious health condition.

- to care for the employee's newborn or recently adopted child.
- to care for a foster child placed with the employee.
- to care for the employee's spouse, parent, or child with a serious health condition.
- to care for the employee's spouse, son, daughter, parent or next of kin who is a covered service member.
- because of any qualifying exigency arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on covered active duty (any deployment of an Armed Service member to a foreign country) or in the National Guard or Reserves who has been notified of an impending call or order to covered active duty status (deployment to a foreign country).

Employees should refer to Appendix B for more information on requesting an FMLA leave and for information on their rights and responsibilities under this Act.

Those employees who are not eligible for a FMLA leave of absence, who because of personal illness, injury, or temporary disability are physically unable to report for work shall be given a medical leave of absence without pay upon exhaustion of his/her accumulated sick leave hours and without loss of seniority provided he/she promptly notifies his/her department head of the necessity therefor, and provides medical certification from a medical doctor of the necessity for a leave of absence.

Medical and FMLA leaves of absence with seniority accruing shall not exceed one year unless otherwise approved by the Employer.

Section 9.3. Military Leave. Leaves of absence without pay and without loss of seniority shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations or required tours of duty. Applications for leaves of absence for such purposes must be made as soon as possible after the employee's receipt of his orders.

A full-time employee who enters the military service by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Uniformed Services Employment and Re-Employment Rights Act (USERRA) and any other applicable laws then effective.

Section 9.4. Jury Duty Leave. A regular employee who has completed his/her probationary period, and is summoned and reports for jury duty, as prescribed by applicable law, must provide prior written notice to their Department Head. The employee shall be paid by the City for a day(s) or partial day(s) of jury duty what he/she would have earned from the City on that day based on his/her regular straight time hours at his/her current rate of pay, providing any and all payment(s) from the Court are turned in to the Treasurer's office. It is required that an employee return to his/her scheduled work should jury duty not consume a full day.

The City's obligation to pay an employee for jury duty as provided herein is limited to a

maximum of thirty (30) days in any calendar year, unless extended by the City Manager for extenuating circumstances.

Section 9.5. Seniority During Leaves of Absence. Seniority shall continue on all approved leaves of absence unless otherwise specifically provided in one of the leaves of absence sections of this Agreement. Benefits such as vacation, sick leave, and insurance do not accrue or continue during any non-paid leave of absence unless otherwise specifically provided in one of the leaves of absence sections of this Agreement.

Section 9.6. Medical Coverage During Leaves of Absence. If an employee is provided group health insurance prior to the leave of absence, the employee is entitled to the continuation of the group health insurance coverage during an approved FMLA leave. If family member coverage is provided to an employee, family member coverage will also be maintained during the FMLA leave. Employees on workers compensation, who have a qualifying "serious health condition" under FMLA, are also entitled to continue their group health insurance coverage.

If leave hours are being used during the FMLA leave, the employee's share of group health plan premiums will be deducted through payroll deduction. If the employee is not using leave hours, and is therefore on an unpaid FMLA leave, the employee must make arrangements to pay the normal employee portion of the insurance premiums in order to maintain insurance coverage.

Group health insurance coverage shall terminate after the first thirty (30) days when an employee is on an un-paid, non-FMLA leave of absence, or any other unpaid leave of absence except in a worker's compensation related situation where sixty (60) days shall govern rather than thirty (30) days.

Section 9.7. Funeral Leave. In the event of a death in the immediate family of an employee, up to 3 working days with pay shall be allowed for personal matters relating to the death. Immediate family shall include: spouse, child, step-child, grandchild, parent, step-parent, sister, sister-in-law, brother, brother-in-law, mother-in-law, father-in-law, grandparents and grandparents-in-law of the employee.

Additional personal, sick or vacation leave may be granted from the employee's unused leave banks, not to exceed sixteen (16) hours. Additional hours may be granted without pay when extenuating circumstances warrant same.

Section 9.8. Parental Leave. An employee shall, after the birth of his/her child or adoption of a child, be granted eighty (80) hours of paid parental leave to bond with the child. This time can be taken in a block of time or intermittently as needed. This grant will expire and must conclude within twelve (12) months after the birth or adoption. In those instances where both spouses are covered by this provision, such leaves may be taken either concurrently or consecutively. Requests for time off must follow the same process as requests for sick, personal and vacation leave.

SICK LEAVE AND SHORT TERM/LONG TERM DISABILITY

Section 10.1. Sick Leave Credit. On January 1 of each year, eligible employees are credited with ninety-six (96) hours of sick leave. Sick leave hours are prorated for new or returning (from leave of absence) employees on the basis of hire or return date identified below.

Hire Date or Date Returned to Work	Sick Leave Hours	Hire date or Date Returned to Work	Sick Leave Hours
January - February	96	July - August	48
March - April	80	September- October	32
May – June	64	November - December	16

(a) Unused paid sick leave hours may be accumulated from year to year up to a maximum of 248 hours.

(b) On December 31st of each year, if the number of accumulated sick leave hours for an individual exceeds 152 hours, then the employee will be paid for those hours in excess of 152 hours at half (1/2) the employee's current rate of pay.

(c) Effective September 2, 2018, a "2018 Frozen Sick Leave Bank" will be established in consideration of the change in the method employees will accumulate sick leave hours. All employees will be credited with sick leave hours they would have accrued from September 2, 2018 through December 31, 2018. If those credited sick leave hours, combined with employees unused sick leave balance as of September 1, 2018, exceed 248 hours, those remaining hours will be placed in the "2018 Frozen Sick Leave Bank". Any use of frozen sick leave hours will be at the rate of pay the employee was receiving on September 1, 2018.

Section 10.2. Sick Leave Usage. Qualified employees, subject to the provisions set forth in these Sections, shall be eligible to use their unused accumulated sick leave hours in not less than one quarter (¼) hour increments under the following terms and conditions.

(a) In order to qualify for sick leave payments, the employee must report to his/her department head per the department's process not later than one-half (½) hour before his/her normal starting time on the first day of absence unless, in the judgment of the City, the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon as is possible.

(b) Employees are eligible to use sick leave hours for personal illness, injury, serious health condition, or temporary disability that necessitates absence from work. Employees can also use sick leave hours to attend doctor,

dentist, or other recognized practitioner to the extent required to complete such appointments.

(c) Employees are eligible to use sick leave hours for illness or injury in the immediate family necessitating absence from work. Employees can also use sick leave hours to accompany an immediate family member to a doctor, dentist, or other recognized practitioner to the extent required to complete such appointments. Immediate family is defined as the employee's spouse, child, step-child, grandchild, parent, step-parent, sister, sister-in-law, brother, brother-in-law, mother-in-law, father-in-law, grandparents and grandparents-in-law of the employee.

(d) All sick leave usage requires the submission and approval of a "Request for Absence Report" form.

(e) In the event of an absence of more than five (5) regularly scheduled working days, or if the Employer has reason to believe an employee is misusing paid sick leave, the employee will be required to provide a medical certification signed by the physician indicating the specific diagnosis and prognosis necessitating the employee's absence from work and the expected return to work date. Before the employee returns to work he/she must present a fitness for duty medical statement from his physician.

(f) When an employee's absence from work is due to an illness or injury arising out of and in the course of his/her employment by the City and which is compensable under the Michigan Workers' Compensation Act, after the first day of absence necessitated thereby he/she shall be entitled to utilize his/her unused sick leave hours to make up the difference between the amount of daily benefit to which he/she is entitled under such Act and the amount of daily salary he/she would have received in his/her own job classification had he/she worked, but not to exceed the total equivalent of what he/she would have received in daily pay on an eight (8) hour per day basis. Employees may also use frozen sick leave hours to make up the difference but only after they have exhausted their regular sick leave hours.

(g) An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal depending upon the circumstances involved.

Section 10.3 Short Term and Long Term Disability Plan. The City agrees at its expense to establish and maintain for all eligible employees, a short-term and long-term disability program, through an insurance carrier of the City's selection. Disability benefits are governed by the Plan Document and/or the Summary Plan Description.

(a) The Short Term Disability Plan will provide weekly benefits equal to 66 2/3% of the employee's base earnings, which were being earned immediately prior to the disability.

(b) The Long Term Disability Plan will provide monthly benefits equal to 60% of the employee's base earnings, which were being earned immediately prior to the disability

(c) The waiting period before disability payments can be issued is fourteen (14) calendar days. Employee may use sick, personal, vacation leave hours to satisfy the waiting period. Frozen sick leave hours can also be used, but only if regular sick leave hours have been exhausted. If applicable, parental leave may also be used to satisfy the waiting period.

(d) Employees may use available sick, vacation, personal leave hours to make up the difference between the amount of daily benefit to which he/she is entitled under the Disability Plan and the amount of daily salary he/she would have received in his/her own job classification had he/she worked, but not to exceed the total equivalent of what he/she would have received in daily pay on an eight (8) hour per day basis. Employees may use frozen sick leave hours, once the regular sick leave benefits are exhausted, to supplement the disability plan; however those hours will be paid at the rate of pay the employee was receiving on September 1, 2018.

Section 10.4 Sick Leave Payouts.

(a) If and when an employee quits or is discharged from his/her employment, no payment for unused sick leave will be made.

(b) When an employee retires under the City's retirement program, he/she shall be entitled to be paid one-half (½) of his/her accumulated unused paid sick leave hours as of the date of retirement. Payment is at the employee's last rate of pay.

(c) Employees who have sick leave in the "2018 Frozen Sick Leave Bank" and retire under the City's retirement program will be paid one-half of their accumulated unused sick leave up to a maximum of 320 hours. Payout of frozen sick leave hours will be at the rate of pay the employee was receiving on September 1, 2018.

(d) If an employee who has quit, retired or been discharged from his/her employment is subsequently rehired, such employee shall, as any other new employee, only accumulate paid sick leave hours as set forth in Section 10.1.

(e) In the event an employee is laid off from work, he/she shall, upon his/her return to work, be credited with all of his/her unused sick leave hours that he/she had prior to his/her layoff.

HOURS OF WORK AND OVERTIME

Section 11.1. Workweek - Workday. Other than employees at the Water Treatment Plant and Wastewater Treatment Plant pursuant to subsection (b), the normal hours of work shall be eight (8) hours per day. However, nothing contained herein shall be construed as a guarantee of eight (8) hours of work or pay per day.

(a) The normal hours of work per week are forty (40).

(b) At the Employer's discretion, the scheduled workweek at the Water Treatment Plant and Wastewater Treatment Plant may be revised from five (5) – eight (8) hour days to four (4) – ten (10) hour days.

(c) For those employees who are covered by this Agreement who work at the various City recreational facilities, except the golf course, ski hill and ice rink, their schedules will be determined at the beginning of the opening of the facility. Employees covered under this Agreement who work at the cemetery may be rescheduled to work at the various winter facilities or to other work which is the responsibility of the Employer. Such scheduling will be determined at the beginning of the opening of the facility and the normal workweek shall be forty (40) hours.

(d) The Employer shall establish work schedules, and such schedules may be changed by the Employer when required by operating conditions. The Employer agrees that the regular day or first shift shall not commence earlier than 5:00 a.m. Monday through Friday for both winter street maintenance and Water and Sewer Treatment Plant Operations and no later than 9:00 a.m. Monday through Friday for Water and Sewer Treatment Plant Operations. These shift start time restrictions shall not apply to or restrict standby or emergency operations, or reservoir or tower maintenance.

Section 11.2. Rest Periods. Employees shall be entitled to a rest or break period of not to exceed fifteen (15) minutes duration at or near the midpoint of the first half of their regular shift and not to exceed fifteen (15) minutes duration at or near the midpoint of the second half of their regular shift. A similar break pattern shall also apply to overtime. It is considered appropriate, with the approval of the supervisor, to combine the two daily breaks into one (1) not to exceed 30 minute break taken at or near the midpoint of the first half of their regular shift.

It is understood and agreed that the timing of the break period may vary depending upon

the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible or impractical for employees to take a break period until the urgent or critical aspect of their job then being performed has been completed, and that in emergency situations, an employee may miss a given break or breaks.

Employees will be required to be ready to start work, including appropriately dressed, at the start of their shift and shall be required to remain at work until the end of their shift, except as above provided and except for a one (1) hour or one–half (½) hour unpaid lunch period at or near the midpoint of their regular shift.

Section 11.3. Overtime. All employees shall be expected to work reasonable amounts of overtime upon request by the Employer. All such overtime must be approved in advance by designated representatives of the Employer.

Section 11.4. Overtime Premium Pay. Employees shall receive time and one-half (1½) at their straight-time rate for all hours worked in excess of forty (40) in one workweek. There shall be no pyramiding of overtime premium pay. Unpaid leave shall not count as hours worked. Sick, vacation, personal, and holiday will be counted as hours worked for the purpose of computing overtime payments.

WAGES

Section 12.1. Classifications and Rates. The job classifications and applicable rates of pay therefore are set forth in Appendix "A" attached hereto and by this reference made a part hereof.

Section 12.2. New Classifications. If, during the life of this Agreement, a new job classification is created, the Employer shall establish the job duties and the rate range applicable thereto and shall promptly notify the Union of its decision. If the Union believes the rate range thus set is inadequate in terms of established rate ranges for other job classifications covered by this Agreement, the Union shall have the right, within ten (10) calendar days after it has been so notified, to initiate negotiations with regard to the rate range assigned to the job classification. If negotiations have not been initiated during said ten (10) calendar day period, the rate range so assigned shall be implemented.

Section 12.3. It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be required, as a condition of continued employment, to render a fair day's work for the Employer.

Section 12.4. New Employee Wages. New employees shall be paid the minimum rate for job classifications and shall receive maximum rate after ninety (90) days of employment.

Section 12.5. Job Transfer Rate. When an employee bids or bumps under the terms of this Agreement, the following provisions shall apply with respect to the applicable rate of pay:

(a) When an employee is awarded a job for which the maximum of the rate is higher than his/her present job, such employee shall receive the minimum rate, or his/her present rate, whichever is greater, for the first thirty (30) calendar days on such job; thereafter, he/she shall receive the maximum rate.

(b) When an employee is removed from a higher rate job due to his inability to satisfactorily perform the duties thereof, or such employee bids down, such employee shall receive the maximum rate under the new job classification, except in the case of new employees, the maximum rate will be paid only after the completion of the initial ninety (90) day probationary period.

(c) When an employee is temporarily transferred for the convenience of the Employer as provided in Section 8.7, such employee shall, during the period of such temporary transfer, receive the rate of pay he/she would have received in his/her regular job assignment, or if the period of such temporary transfer exceeds five (5) regularly scheduled working days shall thereafter receive the rate of pay he/she would have received had the job been awarded under the bidding procedure, whichever is the greater.

Section 12.6. Call–In. When an employee is called in to perform work at a time after he/she leaves the premises of the Employer, other than that for which he/she had previously been scheduled, he shall receive not less than two (2) hours of pay at time and one-half (1 ½) for the work performed even if the employee has not yet worked 40 hours in a workweek. This provision shall not apply to employees who are called in for a period of less than two (2) hours prior to the start of their shift, but who continue to work their regular shift thereafter. If an employee is called in prior to his/her normal start of work on a normal workday, after the employee has worked eight (8) hours, the Employer at its discretion may not have the employee work any additional time. Employees who are required to work a given lunch period shall not be considered to have been called in to work under this Section.

Section 12.7. Premium Pay. Premium pay shall be paid under the following circumstances. The Employer reserves the right to select, appoint and remove lead men and there shall be no posting for the position. Selection of employees to gain additional training or licensing shall be at the sole discretion of the Employer. Premium pay shall be discontinued should an employee no longer maintain the position or license, for which they received the pay.

(a) Lead Man: One dollar and fifty cents ($1.50) per hour above the maximum of the rate range for the highest classification of employees whom they lead within their respective department.

(b) Street Department:
(1) Mechanic/Diesel Operator and one other classification, at the discretion of the Employer, shall be eligible to receive forty cents ($0.40) per hour premium upon obtaining and while maintaining a Certified Welder's License.

(2) Mechanic/Diesel Operator shall be eligible to receive a $0.11 per hour premium each ($0.44 per hour maximum) for obtaining and while maintaining up to a maximum of four (4) State of Michigan licenses, determined by the Employer to be mechanic-related, other than a license for engine repair, manual transmission and axles, tune-up, brakes or electrical system, or Certified Welder's License, which has an additional premium.

(3) Pesticide Application license: Thirty cents ($0.30) per hour premium, per license for obtaining and while maintaining same, at the discretion of the Employer. The same premium shall apply to other licenses, as determined by the Employer, necessary to complete the work.

(c) Electric Department:
Journeyman Linemen shall be eligible to receive a $1.00 per hour premium upon satisfactory completion of a training program in the safe operation and maintenance of the high-voltage switching and equipment at the substations and of the 15KV sub-transmission lines (e.g., reclosures, regulators, substation transformers, switches, controls and instrumentation, etc.). Such training program, its scheduling, training time pay if any, and satisfactory completion to be determined by the Employer in its sole discretion.

INSURANCE

Section 13.1. Health Care Insurance.

(a) Monthly Premiums*. The city and eligible employees will share the cost of the health, dental and vision insurance premiums (inclusive of the Affordable Care Act taxes and fees) each paying the following proportions:

Plan	City	Employee
POS: $250 Deductible	80%	20%
HSA	95%	5%

The employee premium will be withheld through payroll deduction. This cost sharing will be effective after ratification by the parties or, at the insurance contract year, if different, dependent upon the committee process and provider requirements and will remain in effect for the life of the agreement.

*As of September 24, 2011, PA 152 of 2011 is in effect. Per this act, City Council may elect to exempt itself every year from the requirements on an annual basis. If they do not, the provisions of the law will take place.

(b) Plans and Benefits. A health care insurance committee is established consisting of two CWA unit employees the CWA selects, one non-union administrative employee, and the City Manager or his designee (and one POLC unit employee the POLC selects, upon participating). Annually the committee may meet to review the existing plan and potential new plans. The committee may select, by majority vote, which of up to two (2) plans shall be offered to unit employees. The Employer retains the right also to offer unit employees other plans and cost containment programs. Provided the plan(s) are available and can be provided by the carrier and otherwise can be administratively accomplished by the Employer, the unit employees individually, in writing, shall have the right to elect coverage under one of the above offered plans.

Should the committee not meet an August 1 deadline for plan selection, the Employer shall then offer the unit employees up to two (2) of the plans then being provided to the unit employees, provided such plan(s) remain available and can be provided by the carrier and otherwise can be administratively accomplished by the Employer. The Employer retains the right also to offer unit employees other plans and cost containment programs in addition to committee selection. The unit employees individually, in writing, shall have the right to elect coverage under one of these plans so that coverage is effective no later than October 1st that year.

The plan(s) selected by the committee and/or by the Employer as provided above shall be the sole plan(s) under which unit employees may elect coverage. Further, the Employer reserves the right to change insurance carriers, including self-insurance, provided the benefits remain substantially equal to the then current benefits.

(c) Section 125 Plan. A Section 125 Plan (per IRS regulations) shall be made available to unit employees.

(d) Opt-Out Reimbursement. The City will pay an annual cash reimbursement, based on the single coverage limit (set annually) that a public employer may contribute to a medical benefit plan set forth in MCL 15.563, as amended by 2013 Public Act 270, for the employee who elects not to participate in 1-Person (single), 2-Person (double) or family coverage.

To be eligible the employee must provide written certification that they waive their right to enroll in a City health care plan and proof of the employee's non-City provided health care insurance coverage.

Payment of the reimbursement will be made in twelve equal payments in the first paycheck of each month. (These reimbursement amounts are not wages for purposes such as retirement, overtime, etc., and are taxable income unless they are directly deposited into the City provided Section 125 Plan.)

(e) ACA Provision. Since the details regarding the implementation and effects of the Affordable Care Act (ACA) have not been determined, the parties agree that, if, during the term of this agreement, the ACA as implemented renders all or part of this section illegal, unenforceable, or, in the City's determination unaffordable or impossible to perform, the parties reserve the right to re-open this section only to address such issues.

Section 13.2. Pension Plan. The City will provide the MERS C-1 (as quoted with the 1.5 multiplier) with a F55/25 rider pension plan and each employee will contribute to this plan an amount equal to three percent (3%) of the employee's gross wages. (Employees previously in the B-4 Frozen FAC Plan, will retain all benefits accrued through the previous B-4 Frozen FAC Plan).

The City shall pay 7.5% of the employee's gross wages into the City's current ICMA 457 plan on behalf of each employee. In addition, the City will match up to an additional 3%, equal to the employee's contribution, whichever is less.

Section 13.3. Life Insurance. The Employer agrees, for the life of this Agreement, to provide group life insurance benefits to those employees who qualify therefor, at standard insurance rates, in the amount of Twenty-Five Thousand Dollars ($25,000). The policy shall have an A.D. & D. rider, with an insurance carrier or carriers authorized to transact business in the State of Michigan. Life insurance benefits will gradually reduce once the employee reaches age 65.

HOLIDAYS AND PERSONAL LEAVE

Section 14.1. Recognized Holidays. The following days shall be recognized as holidays upon which only necessary work will be performed:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Day before Christmas
Fourth of July	Christmas Day
Labor Day	

If any of these holidays occur on a Saturday, the preceding Friday shall be recognized as the holiday, and if any of these holidays occur on Sunday, the following Monday shall be recognized as the holiday and, to the extent possible, employees shall be excused on said holiday.

Section 14.2. Holiday Eligibility. To be eligible for holiday pay, an employee must be a regular, full-time employee as of the time the holiday occurs and must have worked all of the scheduled hours the department was scheduled to work on the last day the department worked before and the next day following such holiday, except in cases where the employee's absence on such day or days is due:

1) to the fact that such day or days occurred during his regularly scheduled vacation; or
2) to the fact that his absence on such day or days is of a nature which is compensable under this contract.

Section 14.3. Holiday Pay. Eligible employees shall receive eight (8) hours of pay at their regular straight-time hourly rate for each paid holiday. If an employee is working a ten (10) hour day, four-day workweek and a holiday occurs, the employee will receive ten (10) hours pay rather than eight (8) for the holiday. When an eligible employee is required to work on any day celebrated as one of the above-named holidays, he shall be paid time and one-half (1-1/2) his straight-time hourly rate for the first eight (8) hours and shall receive two and one-half (2-1/2) times his straight-time hourly rate for all hours worked beyond eight (8) hours that holiday.

Section 14.4. Holiday During Vacation. In the event a holiday occurs during an employee's vacation for which the employee would normally have received holiday pay, he shall be granted an additional day of vacation with pay.

Section 14.5. Personal Leave. Employees shall be compensated at their regular wage for twenty-four (24) hours of personal leave per calendar year subject to prior approval of the personal leave by the employee's immediate supervisor. Said personal leave hours shall be based at his/her straight-time hourly rate. No payment for unused personal leave is made upon an employee's departure. Personal leave shall not be carried over into the next calendar year.

(a) If at an employee's hire date, leave of absence or layoff causes him to work less than a full year, the number of personal leave hours to which the employee shall be entitled shall be determined by the amount of work time remaining in the calendar year as follows:

Hire Date or Date Returned to Work Following a Leave of Absence or Layoff	Number of Personal Leave Hours
January, February, March, April	Twenty Four (24) Hours
May, June, July, August	Sixteen (16) Hours
September, October, November, December	Eight (8) Hours

VACATIONS

Section 15.1. Vacation Leave.

New employees, upon the completion of six (6) months employment, who work a forty (40) hour workweek schedule, shall be credited with forty (40) hours of vacation leave. Once the new employee has completed one full year (2080 hours) of employment, they shall be credited with an additional forty (40) hours of vacation leave. Upon completion of two full years of employment, the employee will be credited with vacation leave based on the following scale.

Regular full-time employees, who normally work a forty (40) hour workweek schedule, shall be credited with vacation leave at their anniversary date based on the following scale.

Credited Years of Full Time Employment as of Employee's Anniversary Date)	Vacation Leave Hours Credited on Employee's Anniversary Date
6 months	40
1	40
2	80
3	120
4	128
5	136
6	144
7	152
8	160
9	168
10	176
11	184
12	192
13	200

In consideration of transitioning from a calendar year accrual to an anniversary date accrual, employees will be credited in 2019 as follows:

On January 1, 2019, current employees will be credited with vacation hours according to years of employment identified in the scale below. Upon employee's 2019 anniversary date, employee will also receive a prorated credit to make them whole.

Example: An employee who on December 31, 2018, has reached seven (7) years of employment, will be credited with 152 vacation hours according to the scale below. Credit will occur on January 1, 2019. This employee, who has an April hire date, will also be credited with an additional 41 vacation hours on their April 2019 anniversary date. As a result, this employee would have a total of 193 vacation hours available to use until their April 2020 anniversary date.

Employee will follow the scale below on their 2020 anniversary date.

(a) Vacation leave shall be the employee's regular straight-time hourly rate at the time the vacation leave is taken. An employee who works eight (8) hours a day, five days a week, shall record eight (8) hours of leave time when taking a day off on vacation leave. If the employee works a ten (10) hour day, four (4) day workweek, and takes a day off for vacation, he/she shall record ten (10) hours of vacation leave.

(b) Employees who lose time from work or who do not complete a scheduled work year due to a layoff or any unpaid leave of absence, shall have vacation benefits determined on a pro rata basis of the months or parts of months worked during the calendar year.

(c) Illustratively, an employee who returns on August 14th of a given year will receive a vacation benefit equal to 5/12ths of that provided in the schedule above.

(d) All employees may carry over a maximum of eighty (80) vacation leave hours per year.

(e) Unused and accrued vacation hours are paid upon an employee's departure.

(f) When an employee leaves active employment or retires from City service, accrued and carry over vacation will not be considered as pay for the purpose of extending or further accumulating benefits, including health care, sick leave, vacation, etc.

Section 15.2. Vacation Requests.

(a) The department heads shall determine the number of employees who can be excused from their departments for vacation purposes at any one time.

(b) Vacation time off shall not be for periods of less than one quarter (1/4) hour unless otherwise approved by the employee's department head in writing.

(c) If two (2) or more employees request permission to take their vacations at the same time and both or all cannot be spared from work at the same time, as among those who made their requests for vacation time off prior to April 1 of that year, preference shall be given to the employee with the greater amount of seniority. As among those who do not make their wishes known prior to April 1 of any year, preference shall be given in order of receipt by the Employer of the written requests for vacation time off. In the event an employee cancels his/her approved vacation time off, as among those who wish to reschedule their vacation time off, preference shall be given to the employee with the next greater amount of seniority.

MISCELLANEOUS

Section 16.1. Rules and Regulations. The Employer reserves the right to establish reasonable rules and regulations not inconsistent with the Agreement. If a rule or regulation is established by the Employer, a written copy shall be served upon the Union. The Union shall have ten (10) days within which to file a grievance concerning the reasonableness of the rule or regulation.

Section 16.2. Criminal Incident. If an employee is charged with an offense involving the misappropriation of the Employer's funds or property, drunkenness, conduct involving moral turpitude or any offense involving a police arrest, neither such charge nor any disciplinary action or discharge that may result from such action shall be subject to the Grievance Procedure set forth in this Agreement unless the grievance in such case is accompanied by signed authorization from the employee involved, authorizing the Employer to submit any and all information and facts pertaining to the case to whomsoever they may concern, which authorization must also release the Employer from any and all liability by reason of such disclosure.

Section 16.3. Bulletin Board. The Employer will provide a bulletin board in the garage, power house and City Hall upon which the Union shall be permitted to post notices concerning its business activities. Such notice shall contain nothing pertaining to partisan politics or of a defamatory nature.

Section 16.4. Subcontracting. The Employer shall have the right to subcontract work normally performed by bargaining unit employees if and when, in its judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such

work cannot be performed by bargaining unit employees on an efficient and economical basis, provided such subcontracting will not directly result in any employee being laid off from work.

Section 16.5. Supervisor Working. Nothing contained in this Agreement shall be construed to prohibit the Employer from using supervisory and other non-bargaining unit employees for the performance of work performed by bargaining unit employees in the same manner, under the same or similar circumstances and to the same extent such work was performed by such people prior to the execution of this Agreement.

Section 16.6. Separability and Savings Clause. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by a tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 16.7. City Policies. All City personnel policies and procedures apply to Union employees unless abridged or modified by this agreement. The agreement will be the governing document for such abridgements or modifications. However, said policies and procedures may be amended or changed by the City during the term of this agreement.

Section 16.8. Motor Vehicle License. Those employees working in job classifications necessitating the possession of a valid driver's license with appropriate endorsement must, as a condition of continued employment, maintain said valid license and endorsement. An employee who fails to maintain a valid driver's license with appropriate endorsements or who becomes uninsurable or insurable only at increased rates, shall be placed on a disciplinary suspension without pay for up to ninety (90) days. If the driver's license and appropriate endorsement, together with normal insurability is not restored within the ninety (90) days, the employee shall be discharged.

(a) The Employer agrees to pay for the endorsement on the license.

Section 16.9. Copies of Agreement. The Employer agrees to furnish a copy of this Agreement to each employee in the bargaining unit. The Employer agrees to further provide the necessary additional copies for the Union on a cost basis.

Section 16.10. Equipment and Clothing. The Employer agrees to supply the necessary tools and supplies for all work operations. Should the Employer decide that uniforms are appropriate; it shall select, purchase and maintain the uniforms. The Employer agrees to furnish coveralls and provide outerwear to employees as deemed appropriate, at the discretion of the Department Head. The employee must wear the uniform during normal work hours.

Section 16.11. Gender. Reference to any gender shall equally apply to the other and vice versa.

Section 16.12. Captions. The captions used in each section are for the purpose of identification only and are not a substantive part of this Agreement.

Section 16.13. Physical Examinations. An employee must be physically and mentally capable of performing his duties as a condition of continued employment, and as such an employee may be required to take a physical or mental examination at the directive of the City Manager or his designee. Examinations will be performed by Employer-designated physicians and at the Employer's expense.

Section 16.14. Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understanding oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. This agreement may be amended or modified only in writing and signed by the appropriate parties to this agreement.

Section 16.15. Drug Free Workplace. In compliance with the Drug Free Workplace Act, the City of Charlevoix requires all employees to abide by the conditions set forth here and further to notify the City Manager of any criminal drug statute convictions in the workplace, including on or off City premises while conducting City business, no later than 5 days after the conviction, allowing the City of Charlevoix to adhere to the reporting requirements of the law.

Employees are the City's most valuable resource. Employees' health and safety are of vital concern. The City's and employees' lifeblood is being conscientious, productive and efficient in serving our citizens. The public has a right to expect that City personnel who serve the public are at all times both physically and mentally prepared to assume these duties and preserve the public's trust and confidence. The City of Charlevoix is committed to maintain a workplace free from drugs and alcohol. All employees are required to report to work fully able to perform their duties free from drugs and alcohol in their systems. Therefore, the City will not tolerate any illegal or unauthorized drug-related conduct or activity or alcohol abuse as prohibited by this Section. Being charged with a drug-related criminal offense shall constitute grounds for reasonable suspicion testing by the City within the provisions set forth in this Section. Conviction, guilty plea or plea of nolo contendre for a drug-related criminal offense shall constitute just cause for disciplinary action up to and including immediate termination from employment, with the proviso that the Union shall be allowed to challenge through the grievance procedure the existence of just cause, based on evidence of disparate treatment in the disciplinary penalty.

Employees have the right to work in an alcohol and drug free environment and not be subjected to the actual or possible adverse effects of drug and alcohol abuse. To protect the well being of the employees, the public and the City, this Section builds upon the City's longstanding rules prohibiting alcohol and drug abuse associated with City employment. Additionally, this Section provides for assistance in overcoming substance

abuse where the employee voluntarily seeks assistance from the City, as provided below. Consent to and compliance with this Section is a condition of employment.

Employees are prohibited from the use, consumption, possession, storage, manufacture, distribution or sale of illegal drugs, including inhalants and marijuana, illegal drug paraphernalia and alcohol while on duty or when performing or expected or ready to perform work, including on lunch or rest breaks, whether on or off City premises. Employees shall not report to, or be at, work after taking illegal drugs or alcohol (provided that the alcohol breath level must be 0.02 or greater), regardless of when or where consumed. In addition, employees shall not intentionally misuse any prescription or over-the-counter medication, including, without limitation, using another individual's prescription medication, or providing a prescription medication to an individual other than the one for whom the prescription was written. Employees shall provide advance notification to their Department Head of the anticipated use of any medication that can, or does affect the employee's physical or mental ability to perform his/her required work.

All bargaining unit employees shall be subject to Department of Transportation ("DOT") drug testing policies and procedures, except as provided differently below, and except further, that employees working in non-DOT covered positions shall not be subject to random testing. In addition, employees shall be subjected to drug and alcohol testing based on: (i) reasonable suspicion, (ii) following a work related accident, (iii) following a layoff or leave of absence of greater than 30 days, or (iv) before being returned to duty after successfully completing a treatment program, both as approved by the City, where the employee voluntarily sought treatment and has not otherwise violated this Section. For such employees in (iv), above, the City agrees to pay 50% of costs for rehabilitation over and above what insurance covers. Follow-up testing of such employees after returning to work following the successful completion of a treatment program shall be in accordance with DOT regulations.

Employees normally shall be sent for testing only while reporting to, or at work or on the Employer's premises, and shall be compensated for the time involved in the collection and testing. Reasons for testing shall be documented in writing and provided to the employee and to the Local Union President or designee prior to testing. Written consent of the employee is required prior to collection and testing, and any collection and testing conducted in the absence of such consent by the employee shall be invalid, along with the results obtained from such a test. A refusal by the employee to consent and to cooperate in any regard, including without limitation tampering or substitution of a specimen shall be just cause for disciplinary action, up to and including immediate termination from employment.

Employees notified of reasonable suspicion shall be offered union representation by a steward prior to testing, and if such representation is declined it shall be documented in writing and signed by the employee. In the event a union steward is not readily available, the Local Union shall be allowed to designate an alternate individual to serve as the employee's representative and at all times in advance shall have identified a list of such designees to the City Manager. These provisions apply to any search or inspection of, or

involving, an employee or his/her personal effects and vehicle based on reasonable suspicion of the employee engaging in conduct prohibited in City employment.

Testing positive for an illegal drug, testing 0.02 or greater for breath alcohol, and any other violation of this Section shall be just cause for disciplinary action, up to and including immediate termination from employment. Just cause for termination is established under such circumstances absent a successful challenge through the grievance-arbitration provisions of this Agreement by the employee or Union to the basis for the testing, or test results. Grievances protesting errors or omissions in the collection or testing procedure, including chain of custody, must establish the existence of a material error or omission from the applicable DOT collection and testing procedures, or other material violation in order to successfully challenge the existence of just cause.

Section 16.16. Standby. In order to provide the Employer with sufficient staff ready to respond to emergency needs and in order to provide an equitable system to equalize overtime call-in opportunities among the employees, each employee shall be required to be on call under the following conditions, and subject to the following:

1) Require the following standby personnel:

   Electric and Water - 2 employees
   Street Department - 1 employee
   Sewer and Water Plants - 1 employee

2) Require 100% participation of the employees, as skills allow.

3) Standby week shall start at 7:00 a.m. any day of the week at the City's discretion, and continue for seven (7) consecutive days.

4) Pay will be made the pay period the standby hours were worked.

5) Water Treatment Plant and Waste Water Treatment Plant personnel scheduled to work weekends at the Waste Water Treatment Plans will do so during their standby week.

6) City to provide pagers to be carried by standby persons at all times.

7) Maximum of ½ hour response time.

8) Employees on standby shall abide by the drug free workplace, Section 16.15 policy, during period of the standby.

9) Employees on standby may allow other employees to fill in during their standby period, if said employee has been pre-approved on a fill in list. Pay shall be credited daily to employee on standby or his fill in. During the period of standby, the employee is expected to respond to any call outs during said

period. Pay outs mentioned above shall apply for fill in during vacation and sickness.

10) Payment for standby shall be $47.00 per day, except on recognized holidays listed in Section 14.1, where pay shall be $94.00 per day. These rates are effective upon ratification and through the life of the contract.

These payments, though income to the employee, are for time not worked and therefore are not included in wage rates or as hours worked for any purposes, such as overtime, pension, etc. For an employee called in to work during standby, pay is governed by Section 12.6.

Section 16.17. Residency. All employees hired after January 21, 1985, are required to reside within twenty (20) miles of the nearest boundary of the City of Charlevoix to the employee's residence. If the employee's spouse is also employed by a public employer, this section shall not apply to the City of Charlevoix employee where prohibited by MCL 15.602.

Employees are at all times required to have on file, with their supervisor and Human Resources, their current residence address and telephone number.

Section 16.18. Apprentice Programs. Employee(s) hired and/or transferred upon successful bid into a City approved Apprentice Program shall be bound to the following rules and conditions as a condition of continued employment:

1) The employee is to be enrolled and be actively engaged in an apprenticeship training program as determined by the Employer at its sole discretion;

2) The employee shall maintain the required course work and show adequate progress as determined by the employer;

3) The employee shall be paid the wage identified in Appendix "A" for the step or level, as determined by the Employer, to be appropriate based on qualifications at the start of the program. Further wage adjustments shall be made as determined by successful completion of program qualifications.

4) Time spent taking classes, other class related activities and commuting to and from classes will not be compensated outside of the normal workday. The Employer will either pay for or reimburse the employee for the cost of tuition and books required.

5) An incumbent employee transferred upon successful bid into an Apprentice Program at any level or step of the program, who fails to meet any of the requirements set forth in paragraphs 1) and 2) above shall be returned back to the employee's most recent non-apprentice job classification, provided that the employee is still qualified for that classification, has greater seniority than the employee(s) occupying the classification, and the Employer, at its sole discretion, has determined the need to fill that classification.

If there is no such Employer need or the disqualified apprentice lacks the qualifications or seniority to be returned to his/her former classification immediately, the employee shall have the right to bid for an open posted position as provided by Section 8.6, or, if no opening for bidding exists or the employee is not awarded the job bid, the employee shall be laid off subject to the employee's rights under Section 8.5(d).

The employee(s) bumped because of returning the apprentice to his/her last previous classification shall have the same such rights as the disqualified apprentice provided above.

a) Upon bidding into an Apprentice Program, the employee is subject to Sections 8.6(a) through (c), 8.7 and all contract provisions except as provided in this Section.

b) Access to the grievance procedure as it pertains to the Apprentice Program, is limited to the issue of whether the employee failed to meet any of the above requirements. The Employer's decision to so remove the employee must be upheld if any such employee failure to meet these requirements is found to have occurred.

6) The Employer retains the exclusive right to terminate an Apprentice from the program at any time if it becomes apparent that the Apprentice will not succeed.

Should a decision to terminate an apprentice be made, the Employer will meet with the Union to discuss the issue prior to finalizing the termination.

The Employer's rights and any exercise of them under this paragraph 6) are not subject to challenge in the contract grievance - arbitration procedure or by other legal challenge by the affected employee, other employees of the employer represented by the Union, or the Union.

7) Any apprentice, once engaged in the apprenticeship program or within five (5) years of completion of the program, who chooses to leave his/her position or does not complete the apprenticeship program at any time, for any reason, shall reimburse the Employer for all costs of tuition and books paid for, or reimbursed by the Employer to the employee, during the program. Employees shall sign a written reimbursement agreement covering these costs, as a condition of employment in an Apprentice Program.

Employees in an apprenticeship program are prohibited from bidding on any new jobs or vacancies with the Employer while in the program. Within five (5) years of completion of the program, employees may, under extenuating circumstances and with permission of the Employer, be allowed to bid on any new jobs or vacancies with the Employer. (A successful bid would require the employee to reimburse the Employer for all costs of the program as described above.)

ELECTRIC LINEMAN APPRENTICE PROGRAM

Currently the City has selected the program offered through the Joint Michigan Apprentice Program (JMAP).Their Seven (7) Step program is based on hours worked at specified tasks as well as detailed class work as prescribed by JMAP. Each step requires approximately six (6) months to complete. Successful completion at each of the steps is required to advance to the next step.

In addition, an Apprentice must become familiar with and proficient with the Employer's electrical system and operations.

Upon successful completion of the Seven Steps, all related requirements, and by recommendation of the Department Head, the Apprentice may be promoted to Journeyman Lineman.

Step 1	0 -1000 hours
Step 2	1001 – 2000 hours
Step 3	2001 – 3000 hours
Step 4	3001 – 4000 hours
Step 5	4001 – 5000 hours
Step 6	5001 – 6000 hours
Step 7	6001 – 7000 hours

SEWAGE AND WATER TREATMENT PLANT APPRENTICE PROGRAM

The City offers a program to comply with State laws for ST/WTP operators. It combines independent correspondence studies, currently through California State University, on-the-job-training (OJT) hours and experience and completion of State of Michigan licensing. Successful completion of CSU testing requires a minimum grade of 70%. Successful completion of State licensing is determined by the State of Michigan. Timing for each step is the maximum allowed for successful completion of the program.

The Apprentice program shall be completed upon successful completion of the OJT hours and experience, CSU testing, acquisition of "F-4 Water" and "D Wastewater" State of Michigan licensing and all related requirements, and recommendation of the Department Head.

Step 1
-Complete six (6) documented months OJT at the Water Plant or Wastewater Plant
-Complete State testing for an "F-4 Water" license at the first available testing date (set by the State of MI)
-Within nine (9) months - Complete correspondence, coursework and testing required by the CSU, Volume I "Operation of Wastewater Treatment Plants" and Volume I "Water Treatment Plant Operation."

Step 2

-Complete twelve (12) documented months OJT at the Wastewater Treatment Plant or Water Plant
-Complete State testing for a "D Wastewater" License at the first available testing date (set by the State of MI)
-Within eighteen (18) months - Complete correspondence coursework and testing required by the CSU, Volume II "Operation of Wastewater Treatment Plants" and Volume II "Water Treatment Plant Operation."

Section 16.19. Emergency Manager. Only to the extent the Local Government and School District Financial Accountability Act, PA 4 of 2011 ("the Act"), continues to require so, the Employer and Union acknowledge that an Emergency Manager appointed under the Act can reject, modify, or terminate a collective bargaining agreement under the terms and conditions specified in the Act, and that such authority of an appointed Emergency Manager is a prohibited subject of bargaining.

DURATION

Section 17.1. Longevity. Full-time employees shall be paid an annual longevity payment based on length of service with the City of Charlevoix according to the following schedule:

Years of Service As of December 1st	Annual Payment
Five (5)	$200.00
Ten (10)	$300.00
Fifteen (15)	$400.00
Twenty (20)	$500.00
Twenty-Five (25)	$600.00
Thirty (30)	$700.00

This payment will be made on the first pay period following December 1st of each year.

Section 17.2. Signing Bonus. All current bargaining unit employees will receive a one time $100.00 signing bonus in the first regular pay period following execution of this Agreement.

Section 18.1. Termination. This Agreement shall become effective September 7, 2021 and shall remain in full force and effect until midnight, November 17, 2021, and from year to year thereafter, unless either party hereto serves a written notice upon the other at least fourteen (14) calendar days prior to the expiration date of this Agreement or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

Section 18.2. Further Negotiations. The parties acknowledge that during negotiations, which resulted in this Agreement, each had the unlimited rights and opportunity to make demands and proposals with respect to any subject or matter not removed by law from

the area of collective bargaining.

The understandings and agreements of the parties are fully set forth herein and constitute the complete agreement between the parties. Neither party shall be obligated to negotiate further on the wording of an agreement as to any matter, whether or not previously discussed. Notwithstanding the foregoing, nothing shall prevent the parties from engaging in such discussions and arriving at supplementary provisions for this contract, but such supplementary discussions may be discontinued by either party at any time and no agreements so reached shall be effective unless reduced to writing and signed by both parties.

COMMUNICATION WORKERS OF AMERICA	CITY OF CHARLEVOIX
Jeremy Bain, President	Luther Kurtz, Mayor
Brandon Stevens, Lead Steward	Mark L. Heydlauff, City Manager
DATE 08/31/2021	DATE _____

APPENDIX "A"

Job Classifications and Hourly Rate Ranges

CLASSIFICATION	9/2/2020 Minimum	9/2/2020 Maximum	9/7/2021 Minimum	9/7/2021 Maximum
Equipment Operator				
Equipment Operator	21.30	22.83	22.15	23.74
Miscellaneous				
Mechanic/Diesel Operator	22.81	24.24	23.72	25.21
Mechanic Helper	21.21	22.81	22.06	23.72
Maintenance II	22.40	23.76	23.30	24.71
Meter Reader	19.55	20.75	20.33	21.58
Water Distribution System Operators				
[1] Water Distribution System Operator Trainee	21.26		22.11	
S-4 Water Distribution System Operator	21.60	22.81	22.46	23.72
S-3 Water Distribution System Operator	22.40	24.24	23.30	25.21
S-2 Water Distribution System Operator	24.15	25.58	25.12	26.60
WTP/WWTP Operators Based on highest license(s) held				
Chief Operator - Wastewater Treatment Plant (B Certification)	29.02	30.68	30.18	31.91
Chief Operator - Water Treatment Plant (F-2 and S-4)	29.02	29.68	30.18	30.87
WTP/WWTP Apprentice (Step 1)		21.50		23.43
WTP/WWTP Apprentice (Step 2)		22.25		24.39
"D" WW Certified and "F-4" Water Operator	21.60	22.81	22.46	23.72
"C" WW Certified and "F-3" or "F-4" Water Operator **OR** "F-3 Water Operator and "D" WW Certified	22.40	24.24	23.30	25.21
"B" WW Certified and "F-2" or "F-3" or "F-4" Water Operator **OR** "F-2" Water Operator and "B", "C" or "D" WW Certified	24.15	25.58	25.12	26.60
Electric Lineman				
Apprentice Advancement based on successful completion of training steps				
Step 1		30.64		31.87
Step 2		31.44		32.70
Step 3		32.20		33.49
Step 4		32.98		34.30
Step 5		33.74		35.09
Step 6		34.55		35.93
Step 7		35.30		36.71
Journeyman Lineman	34.24	44.15	35.61	45.92
Technicial				
Electric Department Technician	24.64	26.10	25.63	27.14
Clerical				
Receipts Clerk	19.55	20.75	20.33	21.58
Utilities Billing Clerk	19.55	20.75	20.33	21.58
[2] Administrative Assistant - Electric Department & DPW	21.57	22.77	22.43	23.68

[1] The Water Distribution System Operator Trainee will complete their probation period when they pass the S-4 exam. Once they pass this exam they will proceed to the maximum pay step at the S-4 level.

[2] The Administrative Assistant position for the Electric Department and Department of Public Works was created through a Letter of Understanding dated October 12, 2016.

Revised September 7, 2021

Appendix B

FAMILY AND MEDICAL LEAVE ACT (FMLA)

Eligible employees may take up to 12 weeks of unpaid, job-protected leave in any 12 month period, known as "family and medical leave." The 12 month period is determined based on a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave.

Eligibility To be eligible for family and medical leave, employees must:

1. Have been employed for at least 12 months in the last seven years (which do not need to be consecutive) by the City; and,
2. Have worked at least 1,250 hours for the City during the twelve months immediately preceding the beginning of requested leave; and
3. Be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

An eligible part-time employee (less than 40 hours a week for purposes of this policy) is entitled to FMLA leave on a pro-rata basis only.

Reasons for Taking Leave Family and medical leave may be taken for any one, or for a combination of the following reasons:

1. The birth and newborn care of an employee's child after birth, or placement of a child with the employee for adoption or foster care or
2. To care for an employee's spouse, child or parent (but not in-law) who has a serious health condition; or
3. For the employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
4. Because of any qualifying exigency arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on covered active duty (any deployment of an Armed Service member to a foreign country) or in the National Guard or Reserves who has been notified of an impending call or order to covered active duty status (deployment to a foreign country).
5. To care for the employee's spouse, son, daughter, parent or next of kin who is a covered service member.

A Serious Health Condition means an illness, injury, impairment or physical or mental condition which involves either inpatient care at a medical facility or continuing treatment by a licensed health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days for an incapacity that requires at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition.

The first treatment must be within 7 days of the first day of incapacity, and the two treatments must occur within 30 days of the first day of incapacity unless there are extenuating circumstances. Treatment by a health care provider means an in person visit.

A Qualifying Exigency In general, leave may be taken because of a "Qualifying Exigency" where the team member's spouse, son, daughter or parent is on active duty or is called to active duty for any of the following reasons:

- To address issues that arise from an impending call or order to active duty 7 or less calendar days before deployment during that 7 day notice period.
- To attend an official ceremony, program or event sponsored by the military that is related to the call to active duty or active duty of the Military Member.
- To attend certain family support or assistance programs and informational briefings related to the call to active duty or active duty of the Military Member.
- To arrange for alternative child care when the call to duty or active duty necessitates a change in existing arrangements.
- To provide child care on an urgent, immediate basis (but not on a routine, regular or everyday basis), when the need arises because of the call to active duty or active duty.
- To enroll in or transfer a child to a new school or day care facility when necessitated by the call to active duty or active duty.
- To attend meetings with team member at a school or day care facility when attendance is necessary due to circumstances arising from the call to active duty or active duty.
- To make or update financial or legal arrangements to address the covered Military Member's absence caused by the call to active duty or active duty.
- To act as the Military Member's representative before a government agency concerning military service benefits while he/she is called to active duty and for 90 days following termination of active duty.
- To attend counseling for the covered Military Member or his/her child or certain other dependents.
- To spend up to 15 calendar days with the Military Member or his/her child or certain other dependents on leave for rest and recuperation.
- To attend ceremonies and reintegration briefings and events sponsored by the military during the 90 day period following termination of active service.

- To attend to issues surrounding the death of the Military Member.

- To care for a Military Member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty (including making arrangements for alternative care, providing care on an immediate basis, admitting or transferring the parent to a care facility, or attending meetings with team member at a care facility.

- To address miscellaneous matters which arise out of the call to active duty or active duty provided the team member and FCB agree that such leave is a "qualifying exigency" and further agree as to the timing, frequency and duration of the leave.

Injured Service Member Leave/Additional Military Family Leave Entitlement
An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member is entitled to take up to 26 weeks of leave during a single 12 month period to care for the service member with a serious injury or illness. Leave to care for a service member shall only be available on a per injury basis during a single 12 month period and when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12 month period. The single 12 month period begins on the first day an eligible employee takes leave to care for the injured service member. Additional leave may be granted during a subsequent 12 month period for a different injury to the same covered Military Member or for an injury to a different Military Member.

A covered service member means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness; and veterans who are undergoing medical treatment for a serious injury or illness sustained in the line of duty and who were members of the armed forces within five years preceding the need for such treatment. A member of the Armed Forces would have a serious injury or illness if he/she has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that the injury or illness may render the service member medically unfit to perform duties of the member's office, grade, rank or rating.

Duration of Leave Eligible employees may receive up to 12 workweeks of unpaid leave during any "rolling" 12 month period, measured backward from the date of any family or medical leave requested and/or used. Family and medical leave involving the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement. Each time an individual takes such a leave, the individual's remaining entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months. When both spouses are employed by the City, they are entitled to a total of twelve weeks of leave (rather than 12 weeks each) for the birth or placement of a child.

In addition, as outlined above, an employee may be entitled to an additional 14 weeks to care for an injured service member.

Eligible employees may take family and medical leave intermittently – which means taking leave in blocks of time, or by reducing one's normal weekly or daily work schedule – whenever it is medically necessary to care for a seriously ill family member, because the employee is seriously

ill and unable to work, for qualified exigency leave or for military caregiver leave. Intermittent leave is not permitted for the birth of a child or placement of a child for adoption or foster care.

No Work While on Leave – working for another employer or taking another job while on family/medical leave or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by law.

Pay and Benefits - time off during the FMLA Leave will be unpaid. The individual's coverage under the City's group health plan will be maintained during the leave. Vacation and personal time for employees will not accrue during the unpaid FMLA Leave. An employee may choose to use any available accrued sick, personnel or vacation time while the employee is on FMLA.

Health Benefits Eligible employees and (if applicable) their families remain eligible to participate as employees under the group health plan during one's family and medical leave. This coverage will be provided if the employee or the employee's family was covered under the plan before the leave was taken and on the same terms as if the employee had continued to work. Under this leave the employee can continue to maintain medical insurance coverage at regular employee rates by paying the employee's share of health plan premiums while on leave.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family for a circumstance beyond the employee's control, the City will require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.

Job Restoration Upon returning from a family and medical leave, eligible employees will normally be restored to their original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions, the same as if they had not taken the leave of absence. The purpose is for employees to be in as good a position as they would have been if they had not needed to take this leave.

In addition, use of family and medical leave cannot result in the loss of any employment benefit that employees earned or were entitled to before using family and medical leave.

The exception to this is situations where job restoration of key employees will cause substantial and grievous economic injury. In such situations, the City will notify employees if they qualify as "key employees" if it intends to deny reinstatement, and of their rights in such instances.

Notice of Eligibility For and Designation of FMLA Leave
Employees requesting FMLA leave are entitled to receive written notice from the City telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of their rights and responsibilities in connection with such leave; the City designation of leave as FMLA qualifying or non-qualifying, and if not FMLA qualifying, the reasons why; and the amount of leave, if known, that will be counted against the employee's leave entitlement. The City will provide the employee with the Department of Labor (DOL) Notice of Eligibility and Rights Form WH381 (http://www.dol.gov) and provide a written response to the employee's request for FMLA leave using the DOL Designation Notice Form WH-382 (http://www.dol.gov).

The City may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the City's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection,

the City and employee can mutually agree that leave be retroactively designated as FMLA.

Employee Obligations

Provide Notice – Employees who take FMLA leave must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the City with notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 day notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

Notice Content – Employees must inform the FMLA Coordinator of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this either by requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the City to determine that the leave is FMLA-qualifying.

Calling in sick without providing the reasons for the needed leave will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the City's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the City has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

When Requesting Intermittent or Reduced Schedule Leave – When requesting intermittent or reduced schedule leave for planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered service member, employees must consult with the City and make a reasonable effort to schedule treatment so as not to unduly disrupt the City operations, subject to approval from the health care provider. Employees must consult with the City prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the City and the employees, subject to the approval of an employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the City may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

The City may temporarily transfer employees during the period that the intermittent or reduced leave schedules are required to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, employees must advise the City of the reason why such leave is medically necessary, upon request. When intermittent or reduced schedule need is sought, the City and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the City operations, subject to the approval of the employee's health care provider.

Submit Medical Certifications

Depending on the type of FMLA leave sought, employees may be required to submit medical

certifications supporting their need for FMLA leave. The certifications may include an initial certification, a re-certification and a return to work/fitness for duty certification.

It is the employee's responsibility to provide the City with timely, complete and sufficient medical certifications. Whenever the City requests employees to provide FMLA medical certifications, the employee must provide it within 15 calendar days after the request unless it is not practicable to do so despite an employee's diligent, good faith efforts. The City shall inform employees if submitted certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The City will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the City (through individuals other than the employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide the City with authorization allowing it to clarify or authenticate certifications with health care providers, the City may deny FMLA leave if certifications are unclear. In its sole discretion, the City may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

Initial Medical Certifications – Employees requesting leave because of their own, or a covered relative's serious health condition, or to care for a covered service member, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of the covered family or service member. The certification must state the date when the serious health condition commenced; probable duration of the employee or family member's condition or the estimated period of time during which the employee will be needed to care for the family member; and all appropriate medical facts upon which the opinion is based. Medical certification for employee's serious health condition will be provided using the DOL Certification of Health Care Provider for Employee's Serious Health Condition Form WH-380-E (http://www.dol.gov/). Medical certification for the family member's serious health condition will be provided using the DOL Certification of Health Care Provider for Family Member's Serious Health Condition Form WH-380-F (http://www.dol.gov/).

If the employee has provided 30 day notice of the need for leave, certification should be submitted before the leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

Certification must be provided within 15 calendar days of the request, unless not feasible under the circumstances. Failure to provide timely certification will result in denial of leave until the certification is provided.

The City may require a second medical opinion by an independent physician of its choice (and, in some cases a third opinion by a mutually agreeable physician) at the City's expense as a condition of the granting of FMLA Leave based on a serious health condition.

Medical Recertification – Depending on the circumstances and duration of FMLA leave, the City may require employees to provide recertification of medical conditions giving rise to the need for leave. The City will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

Keeping in contact with the City while on a FMLA Leave is important. Individuals are required to contact the Human Resources at least every 14 days regarding the expected length of the leave and when he/she intends to return to work. The City may require re-certification by the individual's

health care provider every 30 days to support continuation of a leave based on a serious health condition.

Certifications for Military Family Leave (Exigency) – When employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, the City may require employees to provide: 1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of a different active duty or call to active duty status of the same or a different covered military member.

When leave is taken to care for a covered service member with a serious injury or illness, the City may require employees to obtain certifications completed by an authorized health care provider of the covered service member. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Service Member Form WH-385 (http://www.dol/gov/). In addition, and in accordance with the FMLA regulations, the City may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered service member confirming entitlement to such leave.

Return to Work/Fitness for Duty Medical Certifications

Certification to return to work - Before returning to work, an individual who has been on FMLA Leave because of the individual's serious health condition must provide a certification from the individual's licensed health care provider that the individual is able to resume work and perform the essential functions of the job, with or without reasonable accommodation. Reinstatement will be denied until the required certification is provided.

Returning to work - Upon completion of FMLA Leave, an employee will be restored to the position held when the leave began, or to an equivalent position with the same or substantially equivalent position with the same or substantially similar benefits, pay and working conditions. Reinstatement to the same position with the same benefits may not be available in such a case where the employee's position or benefits change or have been eliminated during the employee's FMLA Leave.

If an exempt employee is among the highest paid ten percent of the City's employees and within 75 miles of his/her worksite, such an individual may be denied reinstatement if it would impose a substantial economic injury to the City. The City will notify the employee if he/she is a "highly compensated" employee, if the City intends to deny reinstatement, and of one's rights in such instances.

Failure to return to work - An employee who fails to return to work after the expiration of FMLA Leave will be considered a voluntary resignation. The City may recover from the employee the cost of any payments made to maintain the individual's health care coverage during the leave, unless the failure to return to work was due to reasons beyond the employee's control.

General Rules of Leave

Employees may elect to use or the City may require employee to use, any accrued paid time while taking unpaid FMLA Leave. The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA Leave and the paid time will run concurrently with an employee's FMLA

entitlement.

Upon written request where allowed by law, the City will allow employees to use accrued paid time to supplement any paid benefits the employee is receiving while on leave.

Leaves of absence taken in connection with a disability leave plan (e.g. sick and accident) or worker's compensation injury/illness shall run concurrently with any FMLA Leave entitlement.

Vacation and personal time for non-exempt employees will not accrue during the FMLA Leave.

Employees will be subject to immediate termination of employment for:

1. Failure to return to work as scheduled following the end of a medical or family leave;
2. Failure to return to work within the maximum time allowed for a leave;
3. Providing false or misleading information or omitting certain information in connection with a family or medical leave;
4. Working for any other business or entity unless prior approval is given by the City Manager in writing;
5. Failure to provide any periodic updates required by the City; or,
6. Violation of any of the City's rules and regulations relating to a family or medical leave (or any other policy).

Intent to Return to Work From FMLA Leave

On a basis that does not discriminate against employee on FMLA leave, the City may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Establishment of a Dog Park Endowment

DATE: September 7, 2021

PRESENTED BY: Kent Knorr, Recreation Director

BACKGROUND:

On March 15, 2021, City Council approved the designation of the City of Charlevoix Dog Park. Since that time, the fence installation was completed at the end of May. The Recreation Department has launched a fund raising effort in partnership with the Michigan Economic Development Corporation on the Patronicity crowd sourcing web site to raise funding for a number of improvements including signage, benches, water fountain, installation of trees, inclusion of dog waste stations, and some play features.

During this process of development and the current fund raising project, the Recreation Department was approached by a city resident who is interested in making a significant donation to the City of Charlevoix Dog Park. The anonymous donor plans a $50,000 contribution toward the current and long term needs of the park. The purpose of the donation is to support the development, maintenance and future upkeep of the dog park.

The donor plans to make their donation directly to the Charlevoix County Community Foundation. Of the $50,000 donation, up to $20,000 of the gift will be held in a spendable account for immediate use of the dog park development. The remaining $30,000 will be held in a Endowed Designated Fund of which the City of Charlevoix would receive a net income distribution beginning in 2023. That annual distribution could be used for maintenance or future improvements to the dog park. Based on the current policies of the Charlevoix County Community Foundation that amount would be approximately $1,500 a year.

The Fund is open-ended and assets can be added at any time upon acceptance by the Community Foundation. This will create a pathway for future donors to give specifically to the dog park, ensuring long-term funds for maintenance.

The combined effort of the City's investment in fencing, current fund raising efforts and this donation will ensure the completion of a highly desirable dog park within the City and a long-term mechanism to maintain and assist with any future projects at the park.

RECOMMENDATION:

Motion to authorize the City Manager to sign the Agreement between the Charlevoix County Community Foundation and the City of Charlevoix to establish the City of Charlevoix Dog Park Endowment Fund.

ATTACHMENTS:

- Fund Agreement CCCF
- Establishment of Endowment Consideration

CHARLEVOIX COUNTY COMMUNITY FOUNDATION

Giving Back. Moving Forward.

AGREEMENT TO ESTABLISH THE
CITY OF CHARLEVOIX DOG PARK ENDOWMENT
AN ENDOWED DESIGNATED FUND
OF THE CHARLEVOIX COUNTY COMMUNITY FOUNDATION

I. Contributions

An anonymous donor on behalf of the City of Charlevoix ("the Donor") hereby irrevocably delivers proceeds from the sale of appreciated stock to the Charlevoix County Community Foundation ("the Community Foundation"), a Michigan nonprofit corporation. This is a gift for the purposes enumerated and set forth in the Articles of Incorporation establishing the Community Foundation and is to be administered by the Community Foundation subject to the terms and conditions contained in its Articles of Incorporation and By-Laws establishing and governing the Community Foundation and any amendments or additions thereto, including presumption of donor intent and variance from Donor's directions. The Donor(s) understand that this is an irrevocable gift, which will be used to establish and maintain a charitable fund of the Community Foundation.

The Fund will be effective upon the acceptance of this agreement by the Community Foundation and will be administered in accordance with the normal and customary policies of the Community Foundation.

The Fund is open-ended and assets can be added at any time upon acceptance by the Community Foundation. All gifts to the Community Foundation to be added to the Fund shall be irrevocable once accepted by the Community Foundation.

II. Fund Name and Purpose

Through this gift it is the intention of the donor to establish the ***City of Charlevoix Dog Park Endowment*** ("the Fund") of the Community Foundation and will be so identified in printed/electronic materials that the Community Foundation disseminates. **The purpose of the Fund is to support the maintenance and upkeep of the City of Charlevoix Dog Park.**

III. Investment and Fees

The Community Foundation may commingle the assets of the Fund with the assets of other Community Foundation funds, provided, however, that the separate identity of each fund will be maintained. The Fund will be the property of the Community Foundation and will not be deemed a separate trust fund held by it in a trustee capacity. The Community Foundation has the absolute and ultimate authority and control of all property in the Fund, all income derived from the Fund and of its use for the Community Foundation's charitable purposes. The assets of the Fund shall be invested according to the Community Foundation's investment policy, as it may be amended from time to time by the Community Foundation's Finance and Investment Committee (with the approval of the Board of Trustees of the Community Foundation).

CHARLEVOIX COUNTY COMMUNITY FOUNDATION

Giving *Back*. **Moving** *Forward*.

The Fund shall share a fair portion of the total investment and administrative costs of the Community Foundation. Those costs will at all times be reasonable, will be in accordance with the current fee schedule applicable to funds of this type, and will not exceed usual and customary rates. Any cost to the Community Foundation in accepting, transferring, or managing property donated to the Community Foundation for the Fund shall be paid from the Fund.

IV. Distributions (Grants)

Net income from the Fund shall be distributed to the ***City of Charlevoix.*** The term "net income" means the amount available for distribution from the Fund under the Community Foundation's spending policy in effect from time to time. The principal of the Fund shall remain intact and not be subject to distribution, absent unusual circumstances. If the ***City of Charlevoix*** ceases to exist or ceases to be a charitable or tax-exempt organization, the Community Foundation shall make distributions from the Fund for such purposes or to such organizations as, in the opinion of the Board of Trustees of the Community Foundation, most nearly meet the original purpose of the Fund.

The Board of Trustees of the Community Foundation shall have the power, *cy pres*, to modify any condition or restriction on the distribution of assets if, in its sole judgment, those restrictions become, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the area served by the Community Foundation.

MY SIGNATURE INDICATES ACCEPTANCE of the terms and conditions of the agreement.

_____ _____

Mark Heydlauff – City Manager ***Date***
On behalf of the City of Charlevoix

THE COMMUNITY FOUNDATION HEREBY ACKNOWLEDGES RECEIPT OF THE ABOVE GIFT, and agrees to administer the same under the provisions of its Articles of Incorporation and By-Laws establishing and governing the Community Foundation, as amended.

_____ _____

R.A. "Chip" Hansen, Jr. - President ***Date***
On behalf of the Charlevoix County Community Foundation

Considerations for Establishing a Designated Endowment
at the Charlevoix County Community Foundation

Thank you for your interest in partnering with the Community Foundation to make a difference. By discussing and deciding on the options below, the Community Foundation will have the information necessary to craft a fund agreement to establish a designated endowment.

Donor or Representative Information

Name	Phone	Email
Kent Knorr, on behalf of Mark Heydlauff City of Charlevoix	231-547-7183	kentk@charlevoixmi.gov

Mailing Address	City	State	Zip
210 State Street	Charlevoix	MI	49720

Fund Name
The fund name will be listed in Community Foundation materials, such as the annual report and on the website.

Fund Name: City of Charlevoix Dog Park Endowment

Fund Purpose
This fund supports the maintenance and upkeep of the City of Charlevoix Dog Park.

Contributions
The minimum contribution to establish a designated endowment is $10,000. Additional gifts can be made in any amount and at any time.

- ❑ Check for $ _____
- ❑ Online giving – a direct link to the fund's giving page can be provided and shared
- ✖ Securities – donor on behalf of the City will make a gift of approximately $50,000; $20,000 of the gift will be held in spendable for immediate uses as directed by the City of Charlevoix.

City Council Re

Investment Options

All funds in the Community Foundation are comingled for investment purposes, with the donor selecting the option that is right for them.

❑ General Investment Pool

✖ Environmental, Social, and Governance (ESG) Investment Pool

What to Expect Next:

- A signed fund agreement and a minimum contribution will allow the Community Foundation to establish the designated endowment.

- To encourage positive growth for the future of the endowment, the Community Foundation does not charge the 1% fee for management in the first year. Similarly, the endowment will grow for a year before the first distribution is made.

- The Community Foundation's spending policy is applied to endowed funds late in each calendar year. The current spending rate is 4.75% of the average balance of your endowment over 12 rolling quarters. This is meant to smooth out market volatility. If the fund balance has dipped below the principal of the Fund (or the historical gift amount), no distributions will be made. The spending policy is meant to allow distributions from the Fund while providing for overall growth of the Fund over time.

- Distributions from the endowment will be provided annually, except as described above, in the first quarter of the calendar year.

- Fund statements will be provided quarterly.

- Once the designated endowment is established, donors may give through the online giving page at c3f.org. A link directly to your endowment's page can be provided upon request.

City Council Re

CHARLEVOIX CITY COUNCIL

Reports and Communications

TITLE: City Manager's Comments

DATE: September 7, 2021

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

A. Airport Fuel Sales

Jet fuel sales at the airport have been very strong this summer. Airport Manager Matthew Wyman noted for Council that in a three day period earlier this month, our staff sold 9,162 gallons of Jet A with half of that in just one day. Prior to the installation of our new fuel farm this spring, we only had a 9,000 gallon jet fuel capacity.

B. Pedestrian Safety and Traffic Calming

Last week, MDOT had a consultant in town to review pedestrian safety on Bridge Street. In light of Councilmember Slater's request for ideas that could be implemented on neighborhood streets, I was able to secure a small consulting arrangement with these experts and gave them a tour of some hot spots on our residential streets. They'll be reporting back to me with some ideas and some samples from other communities in the coming weeks.

C. EMS Authority

I continue attending the meetings of the Lake Charlevoix EMS Authority. They are certainly off and running delivering critical services in our region. Recent intermittent closures of emergency departments in Charlevoix and reduced hours for urgent care have sent them to various regional hospitals to deliver patients and more frequent runs to out of region medical centers in Saginaw, Detroit, and Grand Rapids.

D. Staffing Changes

As you are aware, Dean Martin concluded his fellowship with the City of Charlevoix on Tuesday, August 31. I'm grateful for the work he accomplished in his time with us and I wish him well as he moves full-time to Mackinaw City. On Wednesday, Sarah Dvorcek began work with us and will eventually succeed Joyce Golding as City Clerk. Sarah will begin with Clerk training downstate this week.

ATTACHMENTS:

- Housing Commission Minutes
- DDA Minutes

CHARLEVOIX HOUSING COMMISSION
210 WEST GARFIELD ST.
CHARLEVOIX, MICHIGAN 49720
(231) 547-5451

PROJECT
PINE RIVER PLACE

REGULAR MEETING

CHARLEVOIX HOUSING COMMISSION

TUESDAY, JUNE 15, 2021

2:00 P.M.

PINE RIVER PLACE COMMUNITY ROOM

Commissioners Present: Mitts Lee, Laurene Crandall, R.J. Waddell, Lillian Left, Joan Buday
Commissioners Absent: None

Others Present: Annessa Haist – Director, Mt. Pleasant Housing Commission, Cindy Morris CHC-Occupancy Specialist and Residents of Pine River Place.

Chairperson Mitts Lee called the meeting to order at 2:00 p.m.

ADDITIONS TO THE AGENDA: EPA Letter and Financials

Motion by Commissioner Crandall, seconded by Commissioner Left to approve and accept the Year End Financials for 2021 fiscal year as presented.

Ayes: Lee, Crandall, Waddell, Left, Buday
Nays: None

Motion by Commissioner Waddell, seconded by Commissioner Crandall to approve and accept the regular meeting minutes as presented for May 18, 2021.

Ayes: Lee, Crandall, Waddell, Left, Buday
Nays: None

OLD BUSINESS: CARES Act Funding Update
Some discussion was had in suggestion to moving forward in the future keeping in mind the end date of December, 2021. Spreadsheet will be presented to the Board in a future meeting.

NEW BUSINESS: **Resolution #VIII CHC Procurement Policy**

Motion by Commissioner Waddell, seconded by Commissioner Left to approve the Resolution #VIII CHC Procurement Policy as presented.

Ayes: Lee, Crandall, Waddell, Left, Buday
Nays: None

One of the additions to the Agenda for today's meeting is the EPA Letter. Brief conversation was had with the Commissioners on its content.

EXECUTIVE DIRECTOR's REPORT: Year End Financials were already discussed and approved prior in the meeting today.

Director, Annessa Haist discussed Unit Inspections today at the Pine River Place. All units were inspected and the overall outcome was positive. A few Housekeeping issues were noted.

Meeting for next month was approached to the Board of Commissioners by the Director, Annessa Haist. It has been known in the past that a July Meeting had been cancelled. Some discussion was had by all Board Commissioners and decided that we would not have a July, 2021 Meeting at Pine River Place.

Motion by Commissioner Buday, seconded by Commissioner Crandall to Cancel the July 20, 2021 Board Meeting.

Ayes: Lee, Crandall, Waddell, Left, Buday
Nays: None

Public Comment on subjects unrelated to Agenda items: None

Adjournment: Meeting was adjourned at 2:35 p.m. per Commissioner Lee.

Respectfully submitted and approved by:

Annessa Haist

Executive Director, Annessa Haist – CHC/MPHC

The next Board Meeting is August 17, 2021 at 2:00 p.m. at the Pine River Place Community Room at 210 W. Garfield St., Charlevoix, MI. 49720

CITY OF CHARLEVOIX
DOWNTOWN DEVELOPMENT AUTHORITY AND MAIN STREET MEETING
Monday, July 26, 2021 at 5:30 p.m.
Council Chambers, City Hall

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

Vice Chair:	Richard Christner
Members Present:	Sam Bingham, Sean Bradley, Kirby Dipert, Liam Dreyer, Luther Kurtz, Paul Silva
Members Absent:	Maureen Owens, Ron Way, Amanda Wilkin
City Staff:	Lindsey Dotson, Executive Director

Vice Chair Christner asked that the Board pause briefly in memory of Dennis Kusina who recently passed away. He stated that Mr. Kusina was a long-time resident of Charlevoix, downtown property owner, advocate for Main Street and all things Charlevoix, and an avid volunteer through his work with many organizations including serving as a City Council member.

4. Inquiry Regarding Potential Conflicts of Interest

5. Consent Agenda

A. Minutes
B. Monthly Report
C. Committee Minutes
D. DDA Financials

Motion by Member Bradley, second by Member Bingham to approve the Consent Agenda items as presented. Motion passed by unanimous voice vote.

6. Reports

A. Biannual Info Meeting

Director Dotson stated that per State law the Board was required to hold a public information meeting about things that they are working on, but when the public does not actually attend the meeting, they do not have to go through the presentation.

B. Director's Report

The Pine River Hammock Park Ribbon Cutting was scheduled for Wednesday, July 28th at 9:00 a.m. She stated that the DDA was awarded another round of design assistance and community feedback from Michigan State University through their Sustainable Built Environment Initiative.

C. Downtown Futures Service Final Report

Director Dotson reviewed the final report provided by Downtown Professionals Network. She noted one recommendation that stood out for her was the possibility of doing a retail incubation space since they will soon be stepping out of The Vault co-working space.

7. Old Business

A. AEDs in Downtown

Director Dotson stated she received updated information on the pricing of AEDs of $935 per unit plus $160 for installation of the two units. She was also working on planning training sessions for the units for any of the business owners who were interested. Member Silva indicated that Hotel Earl would pay the installation for the units to help alleviate the shortage on the total $2,000 funding.

8. New Business

A. Bigbelly Stations

Director Dotson questioned whether the Board wanted to pursue more Bigbelly stations or replace the regular decorative garbage cans in the downtown. She stated that the regular garbage cans were repainted every year, but some of them were beyond their useful life. Member ~~Dreyer~~ Bradley suggested that they could take the current cans and turn them into a public art project or a project for Junior Mainstreet. Vice Chair Christner requested that Director Dotson work on creating a fixed asset plan outlining the number of units needed to present to the Board at the August meeting.

9. Public Comments

10. Request for Future Agenda Items

Member Silva questioned repainting the bridge and railings. Mayor Kurtz stated that it was not a simple process as the existing paint would need to be sandblasted off so that the new paint would adhere to the structure.

11. Board Comments

Mayor Kurtz expressed special thanks to EMS, Fire Safety, Coast Guard, Public Works Department and all the other people that worked through the Venetian Festival.

12. Adjourn

Motion by Member Silva to adjourn. Meeting adjourned at 5:57 p.m.

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Joyce Golding/fgm Richard Christner Vice Chair