CITY OF CHARLEVOIX

AGENDA
CITY OF CHARLEVOIX CITY COUNCIL REGULAR MEETING
Monday, November 15, 2021- 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

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1. Pledge of Allegiance

2. Roll Call

3. Presentations

A. Mayoral Proclamation Jeannine Wallace
Luther Kurtz, Mayor

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

A. City Council Meeting Minutes - November 1, 2021
B. Accounts Payable and Payroll Check Registers
C. November 2021 Local Election Results
D. Set Work Session with the Planning Commission for December 20, 2021
E. Purchase 300 kVA Transfomer for $14,882
F. Grand Traverse Band of Ottawa & Chippewa Indians Grant Application

6. Public Hearings and Actions Requiring Public Hearings

A. Property Maintenance Ordinance
Jonathan Scheel, Zoning Administrator

7. All Other Actions and Requests

A. Lake Charlevoix EMS Authority Ambulance Lease Purchase Agreement
Mark L. Heydlauff, City Manager; Roy Griffitts, LCEMSA President
B. Channel Planting Donation Proposal
Leilani Durbin, Silver Linings Charlevoix
C. Junior Main Street Project Presentation
Lindsey Dotson, Main Street DDA Executive Director
D. Westenbroek Substation Tree Removal and Landscaping Plan
John Griffith, Electric Department Director
E. Collective Bargaining Agreement with the Communication Workers of America

Mark L. Heydlauff, City Manager

F. Organizational Meeting

Sarah J. Dvoracek, Deputy City Clerk

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

Presentations

TITLE: Mayoral Proclamation Jeannine Wallace

DATE: November 15, 2021

PRESENTED BY: Luther Kurtz, Mayor

BACKGROUND:

Mayor Kurtz will be honoring the life of Jeannine Wallace with a mayoral proclamation.

ATTACHMENTS:

- Mayoral Proclamation

CITY OF CHARLEVOIX

MAYORAL PROCLAMATION

In recognition of the Life and Service of Jeannine Wallace

WHEREAS, Jeannine Wallace became a resident of Charlevoix in 1953 and lived in and cared for one of the most photographed homes in our community; and

WHEREAS, Jeannine Wallace married Larry in 1962; and

WHEREAS, Jeannine Wallace was an entrepreneur who opened Shop of the Gulls in downtown Charlevoix and a property owner on Bridge Steet for many years; and

WHEREAS, Jeannine Wallace was a trailblazing leader in Charlevoix having been the first woman elected to City Council in 1973 and an original member of the Charlevoix Downtown Development Authority Board in 1983; and

WHEREAS, Jeannine Wallace also led in civic matters through her service on the boards of the Charlevoix Hospital and Charlevoix Area Chamber of Commerce; and

WHEREAS, Jeannine Wallace led many other community causes including the creation of the Earl Young Local Historic District and—her proudest achievement—planting trees on Bridge Street in downtown Charlevoix; and

WHEREAS, Jeannine was a devoted mother, grandmother, great grandmother and friend to many and her smile, laugh and good cheer will be missed by the Charlevoix community she so loved.

NOW THEREFORE, I, LUTHER KURTZ, MAYOR OF THE CITY OF CHARLEVOIX, do, on behalf of the City Council and the Charlevoix community express my deep sympathy on the passing of Jeannine Wallace to her family and friends; and

FURTHERMORE, I commend the devotion of Jeannine Wallace to serving this community and helping us become the City we are today; and,

FINALLY, in honor of the life and service of Jeannine Wallace to the City of Charlevoix, I direct flags on City property be flown at half-staff on November 19, 2021.

Given under my hand this 15th day of November, 2021.

HONORABLE MAYOR · CITY OF CHARLEVOIX

Luther Kurtz
Mayor

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: City Council Meeting Minutes - November 1, 2021

DATE: November 15, 2021

RECOMMENDATION:

Motion to approve City Council minutes.

ATTACHMENTS:

- Draft Council Minutes

CITY OF CHARLEVOIX
REGULAR CITY COUNCIL MEETING MINUTES
Monday, November 1, 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:	Brian Slater, Aaron Hagen, Mark Knapp, Janet Kalbfell, Phil Parr, Greg Bryan
Members Absent:	None
City Manager:	Mark L. Heydlauff
City Clerk:	Joyce Golding
Deputy Clerk:	Sarah Dvoracek

3. Presentations

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 – October 18, 2021
B. Accounts Payable and Payroll Check Registers
   a. Special Accounts Payable Check Register – October 21, 2021
   b. Regular Accounts Payable Check Register – November 2, 2021
   c. ACH Payments – October 18, 2021 to October 29, 2021
   d. Payroll Check Register – October 29, 2021
   e. Payroll Transmittal – October 29, 2021
   f. Tax Disbursement – November 2, 2021

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

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

6. Public Hearings & Actions Requiring Public Hearings

A. Recreation Master Plan

Carrie Klingelsmith from Beckett & Raeder provided council with a summary of the processes completed to update the Recreation Master Plan. Surveys and the public meetings have shown great public response. The Recreation Master Plan must be updated every five years to be eligible for grant funding.

City Manager Heydlauff stated that the Recreation Master Plan will be available online and the public is still able to comment during the 30-day comment period. City Manager Heydlauff reminded council that the Recreation Master Plan is different from the Master Plan which is also being updated by the Planning Commission.

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

Motion by Parr, second by Kalbfell to set a public hearing for the proposed 2022-2026 Recreation Master Plan for December 20, 2021 at 6 p.m. in Council Chambers at City Hall 210 State Street. Motion carried by unanimous voice vote.

7. All Other Actions & Requests

8. Reports & Communications

A. Public Comments
Richard Spring, Council Member Elect thanked Council Member Slater for his service to the community.

B. City Manager Comments
- The final construction of Park Avenue is underway, and the paving will occur weather permitting.
- Thanked the Recreation Department and volunteers for their hard work in making the haunted hike a huge success.
- Congratulated Council Member Slater and thanked him for serving the community.

C. Mayor and Council Comments
Council collectively thanked Council Member Slater for his service to the city and wished him well.

9. Other Council Business
Mayor Kurtz requested a joint meeting in December with the Planning Commission to review the topic of housing. Council concurred with his request and directed the City Manager to schedule the meeting.

10. Adjourn
Mayor Kurtz adjourned the meeting at 6:17 p.m.

Sarah J. Dvoracek	Deputy City Clerk	Luther Kurtz	Mayor

Special Accounts Payable – 10/21/2021

AT&T	1,578.39	MUNICIPAL UNDERWRITERS OF MI	117,423.00
AT&T	71.65	PRIORITY HEALTH	44,071.16
AT&T LONG DISTANCE	10.68	STANDARD INSURANCE CO	3,103.33
AT&T MOBILITY	807.78	VSP INSURANCE CO. (CT)	524.70
CHARLEVOIX STATE BANK	10,310.70	WEX BANK	713.37
CHARTER COMMUNICATIONS	871.14	WEX BANK	6,298.36
DELTA DENTAL	3,258.32		
EQUITABLE FINANCIAL LIFE INSURANCE	1,182.70	**TOTAL**	**196,846.12**
GREAT LAKES ENERGY	207.45		
HOLIDAY STATIONSTORES LLC	2,224.39		
MUNETRIX LLC	4,189.00		

Regular Accounts Payable – 11/02/2021

209 NETTLETON LLC	255.00	HARRELL'S LLC	180.00
AIRGAS USA LLC	81.18	HEYDLAUFF, MARK L.	50.00
AIS CONSTRUCTION EQUIPMENT	2,074.80	HILLING, NICHOLAS A.	50.00
ALPENA SUPPLY COMPANY	921.40	HYDE SERVICES LLC	326.74
AMAZON CAPITAL SERVICES	293.14	IPS GROUP INC	1,077.52
ANDERSON, ELIZABETH A.	50.00	KLOOSTER, ALIDA K.	50.00
ANZELL, BETH A.	50.00	KNORR, KENT J.	50.00
AT YOUR SERVICE PLUS	375.00	KSS ENTERPRISES	1,222.33
AVFUEL CORPORATION	58,141.70	LAKE CHARLEVOIX EMS AUTHORITY	32,206.50
BIOTECH AGRONOMICS INC	820.00	LITTLE TRAVERSE DISPOSAL LLC	22,973.92
BLARNEY CASTLE OIL CO	707.92	MATELSKI, KRISTEN L.	50.00
BRADFORD'S	29.25	MCDERMOTT, DENNIS J.	50.00
BROCK, AARON	50.00	McGINN, KELLY A.	50.00
BROWN MOTORS	1,547.99	MILLER, WILLIAM S.	50.00
BS& A SOFTWARE	1,230.00	NORTHWEST FIRE	183.00
BUTZEL LONG	129.00	PAUL'S METER TESTING LLC	3,452.05
CARQUEST OF CHARLEVOIX	2,485.04	PENINSULA FIBER NETWORK LLC	470.00
CINTAS	172.23	PLUNKETT COONEY	1,740.00
CINTAS CORPORATION	161.99	POWER LINE SUPPLY	3,929.81
CONWAY PROFESSIONAL SERVICES	5,624.00	POWER SYSTEM ENGINEERING	1,376.00
DELL MARKETING LP	1,332.40	PROVIDENCE FARM LLC	199.00
DeROSIA, PATRICIA E.	50.00	RESOLUTION G2 LLC	8,159.00
DOAN, GERARD P.	50.00	SASSE, SHAWN	65.00
DORAN, JUSTIN J.	50.00	SCHOLEY, ROBERT W.	50.00
DORTCH, LOU	50.00	SHARROW MASONRY INC	2,576.00
DOTSON, LINDSEY J.	50.00	SMITH, CHARLES	50.00
DVORACEK, SARAH	50.00	SPARTAN STORES LLC	119.54
EDGEWATER RESOURCES LLC	2,004.60	STRICKER'S OUTDOOR POWER EQUIP	329.10
ELHORN ENGINEERING COMPANY	1,135.00	STRIKER SUPPLY	44.00
ELLIOTT, PATRICK M.	50.00	SWANSON K & D INC	300.00
F.H. BLACK & COMPANY INCORPORATED	225.00	T.C. RECORD EAGLE	5.00
FASTENAL COMPANY	117.88	TREDROC TIRE SERVICES LLC	5,280.00
GATEHOUSE MEDIA MI HOLDINGS	868.72	UNIFIRST CORPORATION	582.36
GFL ENVIRONMENTAL	1,826.74	UNIVERSAL CREDIT SERVICES INC	12.80
GINOP SALES INC	544.40	UP NORTH ASSESSING INC	5,200.00
GOLDING, JOYCE M.	50.00	USA BLUE BOOK	1,024.58
GRAINGER	430.66	VECCHIE, JON	4,300.00
GRAND TRAVERSE DIESEL INC.	126.62	VILLAGE GRAPHICS INC	86.00
GRAND TRAVERSE GARAGE DOOR CO	1,441.25	WILBERT BURIAL VAULT CO	600.00
GRIFFITH, JOHN J	597.68	WURST, RANDALL W.	50.00
GRP ENGINEERING INC	4,988.78	WYMAN, MATTHEW A.	50.00
HACH COMPANY	180.26	ZAREMBA EQUIPMENT INC	123.60

ZIIBIMIJWANG INC	75.00	**TOTAL**	**190,238.48**

ACH Payments – 10/18/2021 to 10/29/2021

MI PUBLIC POWER AGENCY	21,568.59	VANTAGEPOINT (ROTH IRA)	1,080.76
MI PUBLIC POWER AGENCY	21,674.82	MERS (DEFINED BENEFIT PLAN)	75,929.70
MI PUBLIC POWER AGENCY	284,181.98		
IRS (PAYROLL TAX DEPOSIT)	36,160.51	**TOTAL**	**467,331.27**
ALERUS FINANCIAL (HCSP)	350.00		
STATE OF MI (WITHHOLDING TAX)	5,348.14		
VANTAGEPOINT (401 ICMA PLAN)	957.68		
VANTAGEPOINT (457 ICMA PLAN)	20,079.09		

Payroll Net Pay – Check Date 10/29/2021

HEYDLAUFF, MARK L.	3,058.50	SCHWARTZFISHER, JOSEPH	1,180.42
DVORACEK, SARAH J.	2,239.35	BRADLEY, KELLY R.	1,443.83
GOLDING, JOYCE M.	1,920.62	HART II, DELBERT W.	1,586.72
DEROSIA, PATRICIA E.	698.86	JONES, ROBERT F.	1,434.92
DOTSON, LINDSEY J.	1,455.23	FARRELL, MITCHELL L.	1,406.30
KLOOSTER, ALIDA K.	1,787.52	THORP JR, WILLIAM D.	1,536.29
GOLOVICH, KAREN J.	997.95	LEITNER, RYAN S.	1,734.96
BARNEVELD, RICHELLE L.	1,209.79	FERGUSON, ROYCE L.	1,481.59
SCHULZ, GINNY L.	1,462.27	DORAN, JUSTIN J.	2,173.13
MILLER, FAITH G.	50.90	NEDWICK, DAVID J.	99.73
MCGINN, KELLY A.	1,662.58	FREY, DYLAN V.	669.11
SCHEEL, CRESTON R.	430.89	DOTSON, WILLIAM R.	310.12
DOAN, GERARD P.	2,428.13	FINNERTY, HOLLY E.	1,056.22
SCHOLEY, ROBERT W.	1,693.40	CRANDELL, ZACKARY R.	541.14
UMULIS, MATTHEW T.	968.74	FRANCE JR, JAMES A.	1,121.46
ORBAN, BARBARA K.	1,302.05	RABIDEAU, JACOB L.	796.14
RILEY, DENISE M.	450.08	KNORR, KENT J.	1,997.23
MUNK, CHRISTOPHER J.	1,307.28	ANZELL, BETH A.	1,364.84
SCHICK, TIELER R.	1,415.78	COFFEY, JASON J.	621.50
STEWART, MORGAN J.	1,344.07	DRENTH, DOUGLAS A.	302.40
MATELSKI, KRISTEN L.	1,388.85	GILL, DAVID R.	1,062.16
WESTRICK, AARON J.	155.06	LIVINGSTON, BRIAN D.	1,891.80
WURST, RANDALL W.	1,749.58	STANLEY, MARK J.	54.84
HILLING, NICHOLAS A.	1,474.38	KLOOSTER, PATRICK H.	421.80
MEIER III, CHARLES A.	1,515.01	WYMAN, MATTHEW A.	1,710.21
ZACHARIAS, STEVEN B.	1,388.32	MILLER, WILLIAM S.	998.72
NEWMAN, MARK J.	1,462.15	DOUGLAS, MARK	1,082.80
LOUGHMILLER, JOHN A.	1,636.29	MCCRANEY, RUSSELL R.	1,585.85
GRIFFITH, JOHN J.	2,993.90	FRATRICK, JOSEPH W.	398.72
EATON, BRAD A.	2,591.46	PAALMAN, STEPHEN J.	267.38
WILSON, TIMOTHY J.	2,761.23	WHITLEY, ANDREW T.	2,388.62
LAVOIE, RICHARD L.	2,258.90	MORRISON, KEVIN P.	1,667.86
STEVENS, BRANDON C.	2,789.76	MCDERMOTT, DENNIS J.	1,856.11
DRAVES, MARTIN J.	2,333.88	COX, RONALD L.	192.93
ANDERSON, ELIZABETH A.	1,322.90		
KENWABIKISE, DAVID L.	1,170.59	**TOTAL**	**98,380.05**
ELLIOTT, PATRICK M.	3,065.95		

Payroll Transmittal – 10/15/2021

4FRONT CREDIT UNION	785.00	DISCOVER BANK	274.17
AMERICAN FAMILY LIFE	479.51	EQUITABLE FINANCIAL LIFE INSURANCE	374.99
CA STATE DISBURSEMENT UNIT	92.19	MI STATE DISBURSEMENT UNIT	116.55
CHAR EM UNITED WAY	20.00	PRIORITY HEALTH	1,505.35
CHARLEVOIX STATE BANK	915.00		
COMMUNICATION WORKERS OF AMER	678.08	**TOTAL**	**5,240.84**

Tax Disbursement – 11/02/2021

CHARLEVOIX COUNTY TREASURER	3,939.06	CITY OF CHARLEVOIX - TAXES DUE	4,564.63
CHARLEVOIX PUBLIC SCHOOLS	7,994.93		
CHARLEVOIX PUBLIC SCHOOLS	422.14	**TOTAL**	**17,946.73**
CHARLEVOIX PUBLIC SCHOOLS	739.54		
CHARLEVOIX PUBLIC SCHOOLS	131.14		
CHARLEVOIX PUBLIC SCHOOLS	155.29		

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CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Accounts Payable and Payroll Check Registers

DATE: November 15, 2021

ATTACHMENTS:

- Accounts Payable and Payroll Check Registers

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
11/06/2021	11/12/2021	135094	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	785.00
11/06/2021	11/12/2021	135095	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST T	86.90
11/06/2021	11/12/2021	135095	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	434.69
11/06/2021	11/12/2021	135096	CALIFORNIA STATE DISB	9033	Remittance ID 200000001923773	92.19
11/06/2021	11/12/2021	135097	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 11/6/2	20.00
11/06/2021	11/12/2021	135098	CHARLEVOIX STATE BAN	9017	HSA - EMPLOYEE CONTRIB - C	915.00
11/06/2021	11/12/2021	135099	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	678.08
11/06/2021	11/12/2021	135100	DISCOVER BANK	9032	Garnishment: WWR File #040038	274.17
11/06/2021	11/12/2021	135101	EQUITABLE FINANCIAL LI	9010	LIFE - VOLUNTARY Pay Period:	277.90
11/06/2021	11/12/2021	135101	EQUITABLE FINANCIAL LI	9010	SPOUSE LIFE Pay Period: 11/6/2	51.98
11/06/2021	11/12/2021	135101	EQUITABLE FINANCIAL LI	9010	CHILD LIFE Pay Period: 11/6/202	4.40
11/06/2021	11/12/2021	135101	EQUITABLE FINANCIAL LI	9010	AD&D - VOLUNTARY Pay Period	37.78
11/06/2021	11/12/2021	135101	EQUITABLE FINANCIAL LI	9010	SPOUSE AD&D Pay Period: 11/6	10.83
11/06/2021	11/12/2021	135101	EQUITABLE FINANCIAL LI	9010	CHILD AD&D Pay Period: 11/6/20	3.33
11/06/2021	11/12/2021	135102	MI STATE DISBURSEMEN	9012	FRIEND OF THE COURT Pay Pe	116.55
11/06/2021	11/12/2021	135103	POLICE OFFICERS LABO	9003	POL UNION DUES Pay Period: 1	251.25
11/06/2021	11/12/2021	135104	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,505.35
Grand Totals:		17				5,545.40

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Summary of Check Registers & ACH Payments

HUNTINGTON NATIONAL BANK - CHECKS ISSUED

11/12/21	Payroll Transmittal Checks	$	5,545.40
11/12/21	Payroll (net pay)	$	99,127.92
11/16/21	Regular Accounts Payable	$	252,535.84
	Checks Sub-Total:	$	357,209.16

HUNTINGTON NATIONAL BANK - ACH/WIRE PAYMENTS

11/01/21	MI Public Power Agency	$	15,095.37
11/02/21	Proximity Space Inc	$	99.00
11/03/21	AMG Payment Solutions	$	479.18
11/03/21	Payment Service Network Inc.	$	267.40
11/08/21	MI Public Power Agency	$	13,287.22
11/09/21	DTE Energy	$	2,615.51
11/10/21	State of MI (Sales Tax)	$	21,435.32
11/12/21	IRS (Payroll Tax Deposit)	$	36,255.83
11/12/21	Alerus Financial (HCSP)	$	350.00
11/12/21	State of MI (Withholding Tax)	$	5,317.42
11/12/21	Vantagepoint (401 Plan)	$	957.68
11/12/21	Vantagepoint (457 Plan)	$	19,922.98
11/12/21	Vantagepoint (Roth IRA)	$	1,080.76
	ACH Sub-Total:	$	117,163.67
	Huntington National Bank Total:	$	474,372.83

CHARLEVOIX STATE BANK - CHECKS ISSUED

(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

11/16/21	Tax Disbursement	$	19,118.63
	Charlevoix State Bank Total:	$	19,118.63
	Grand Total:	$	493,491.46

APPROVED: CITY MANAGER km CITY TREASURER CITY CLERK

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
11/06/2021	PC	11/12/2021	34342	SLATER, JOHN B.	60		120.95
11/06/2021	PC	11/12/2021	34343	HEYDLAUFF, MARK L.	102		3,346.95
11/06/2021	PC	11/12/2021	34344	DVORACEK, SARAH J.	105		2,239.35
11/06/2021	PC	11/12/2021	34345	GOLDING, JOYCE M.	106		2,367.34
11/06/2021	PC	11/12/2021	34346	DEROSIA, PATRICIA E.	107		796.16
11/06/2021	PC	11/12/2021	34347	DOTSON, LINDSEY J.	109		1,382.05
11/06/2021	PC	11/12/2021	34348	KLOOSTER, ALIDA K.	121		2,175.52
11/06/2021	PC	11/12/2021	34349	GOLOVICH, KAREN J.	122		997.94
11/06/2021	PC	11/12/2021	34350	BARNEVELD, RICHELLE	123		1,209.78
11/06/2021	PC	11/12/2021	34351	SCHULZ, GINNY L.	125		1,462.27
11/06/2021	PC	11/12/2021	34352	MILLER, FAITH G.	142		30.55
11/06/2021	PC	11/12/2021	34353	MCGINN, KELLY A.	146		2,124.50
11/06/2021	PC	11/12/2021	34354	DOAN, GERARD P.	201		2,428.13
11/06/2021	PC	11/12/2021	34355	SCHOLEY, ROBERT W.	204		1,595.69
11/06/2021	PC	11/12/2021	34356	UMULIS, MATTHEW T.	205		918.49
11/06/2021	PC	11/12/2021	34357	ORBAN, BARBARA K.	209		1,209.48
11/06/2021	PC	11/12/2021	34358	RILEY, DENISE M.	213		461.74
11/06/2021	PC	11/12/2021	34359	MUNK, CHRISTOPHER J.	215		1,595.45
11/06/2021	PC	11/12/2021	34360	SCHICK, TIELER R.	216		1,514.76
11/06/2021	PC	11/12/2021	34361	STEWART, MORGAN J.	217		1,293.82
11/06/2021	PC	11/12/2021	34362	YOUNG, KRISTEN L.	230		1,844.28
11/06/2021	PC	11/12/2021	34363	WURST, RANDALL W.	411		1,411.86
11/06/2021	PC	11/12/2021	34364	HILLING, NICHOLAS A.	413		1,939.29
11/06/2021	PC	11/12/2021	34365	MEIER III, CHARLES A.	421		1,652.39
11/06/2021	PC	11/12/2021	34366	ZACHARIAS, STEVEN B.	422		1,449.79
11/06/2021	PC	11/12/2021	34367	NEWMAN, MARK J.	424		1,328.19
11/06/2021	PC	11/12/2021	34368	LOUGHMILLER, JOHN A.	425		1,673.89
11/06/2021	PC	11/12/2021	34369	GRIFFITH, JOHN J.	500		2,993.90
11/06/2021	PC	11/12/2021	34370	EATON, BRAD A.	515		2,354.23
11/06/2021	PC	11/12/2021	34371	WILSON, TIMOTHY J.	516		3,268.49
11/06/2021	PC	11/12/2021	34372	LAVOIE, RICHARD L.	519		2,251.23
11/06/2021	PC	11/12/2021	34373	STEVENS, BRANDON C.	521		2,419.25
11/06/2021	PC	11/12/2021	34374	DRAVES, MARTIN J.	523		2,531.16
11/06/2021	PC	11/12/2021	34375	ANDERSON, ELIZABETH	526		1,322.90
11/06/2021	PC	11/12/2021	34376	KENWABIKISE, DAVID L.	528		1,170.59
11/06/2021	PC	11/12/2021	34377	ELLIOTT, PATRICK M.	600		3,065.95
11/06/2021	PC	11/12/2021	34378	SCHWARTZFISHER, JOS	603		1,201.87
11/06/2021	PC	11/12/2021	34379	BRADLEY, KELLY R.	614		1,483.78
11/06/2021	PC	11/12/2021	34380	HART II, DELBERT W.	616		1,744.94
11/06/2021	PC	11/12/2021	34381	JONES, ROBERT F.	618		1,415.84
11/06/2021	PC	11/12/2021	34382	FARRELL, MITCHELL L.	622		1,381.67
11/06/2021	PC	11/12/2021	34383	THORP JR, WILLIAM D.	623		1,276.66
11/06/2021	PC	11/12/2021	34384	LEITNER, RYAN S.	624		1,435.73
11/06/2021	PC	11/12/2021	34385	FERGUSON, ROYCE L.	625		1,444.15
11/06/2021	PC	11/12/2021	34386	DORAN, JUSTIN J.	634		2,173.13
11/06/2021	PC	11/12/2021	34387	NEDWICK, DAVID J.	642		623.10
11/06/2021	PC	11/12/2021	34388	FREY, DYLAN V.	643		620.18
11/06/2021	PC	11/12/2021	34389	DOTSON, WILLIAM R.	661		232.58
11/06/2021	PC	11/12/2021	34390	FINNERTY, HOLLY E.	669		956.26
11/06/2021	PC	11/12/2021	34391	CRANDELL, ZACKARY R.	691		576.29
11/06/2021	PC	11/12/2021	34392	FRANCE JR, JAMES A.	695		698.45
11/06/2021	PC	11/12/2021	34393	RABIDEAU, JACOB L.	696		723.05
11/06/2021	PC	11/12/2021	34394	KNORR, KENT J.	700		1,997.23
11/06/2021	PC	11/12/2021	34395	ANZELL, BETH A.	702		1,364.84
11/06/2021	PC	11/12/2021	34396	COFFEY, JASON J.	798		565.26
11/06/2021	PC	11/12/2021	34397	DRENTH, DOUGLAS A.	838		337.64
11/06/2021	PC	11/12/2021	34398	GILL, DAVID R.	856		1,032.48

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
11/06/2021	PC	11/12/2021	34399	LIVINGSTON, BRIAN D.	866		1,891.80
11/06/2021	PC	11/12/2021	34400	KLOOSTER, PATRICK H.	868		301.30
11/06/2021	PC	11/12/2021	34401	WYMAN, MATTHEW A.	927		1,871.94
11/06/2021	PC	11/12/2021	34402	MILLER, WILLIAM S.	933		1,496.24
11/06/2021	PC	11/12/2021	34403	DOUGLAS, MARK	935		1,016.21
11/06/2021	PC	11/12/2021	34404	MCCRANEY, RUSSELL R.	936		1,052.39
11/06/2021	PC	11/12/2021	34405	FRATRICK, JOSEPH W.	940		307.97
11/06/2021	PC	11/12/2021	34406	PAALMAN, STEPHEN J.	942		179.72
11/06/2021	PC	11/12/2021	34407	FRANCIS, CATHERINE A.	2029		96.00
11/06/2021	PC	11/12/2021	34408	DALY, SUZETTE M.	2040		201.50
11/06/2021	PC	11/12/2021	34409	OHALLORAN, LINDA J.	2045		217.00
11/06/2021	PC	11/12/2021	34410	CURREY-KOLB, KAY E.	2046		96.00
11/06/2021	PC	11/12/2021	34411	OOSTHUIZEN, ANNE DIP	2047		90.00
11/06/2021	PC	11/12/2021	34412	HAVEMAN, NANCY A.	2048		90.00
11/06/2021	PC	11/12/2021	34413	LINKLATER, LINDA K.	2049		96.00
11/06/2021	PC	11/12/2021	34414	LEGENZA, TAMMY L.	2052		180.00
11/06/2021	PC	11/12/2021	34415	EATON, JOHN R.	2053		217.00
11/06/2021	PC	11/12/2021	34416	VOORHEIS, MARGARET	2054		180.00
11/06/2021	PC	11/12/2021	34417	FOCHTMAN, MICHAEL A.	2059		132.00
11/06/2021	PC	11/12/2021	34418	HENNE, BETTY M.	2060		84.00
11/06/2021	PC	11/12/2021	135088	WHITLEY, ANDREW T.	522		2,456.38
11/06/2021	PC	11/12/2021	135089	MORRISON, KEVIN P.	601		1,110.74
11/06/2021	PC	11/12/2021	135090	MCDERMOTT, DENNIS J.	732		237.86
11/06/2021	PC	11/12/2021	135091	COX, RONALD L.	869		100.43
11/06/2021	PC	11/12/2021	135092	BUDAY, JOAN E.	2011		108.00
11/06/2021	PC	11/12/2021	135093	CAMPBELL, KAREN L.	2013		84.00
Grand Totals:			83				99,127.92

Km

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

Check Number	Payee	Amount
11/16/2021		
134992	ACE HARDWARE	2,930.00
134993	ALL-PHASE ELECTRIC	266.24
134994	ALTEC INDUSTRIES INC	123.31
134995	AMAZON CAPITAL SERVICES	305.83
134996	AT YOUR SERVICE PLUS	162.04
134997	AVFUEL CORPORATION	88,454.32
134998	CARQUEST OF CHARLEVOIX	2,533.27
134999	CDW GOVERNMENT	910.06
135000	CHARLEVOIX GLASS INC.	1,296.00
135001	CHARLEVOIX SCREEN MASTERS INC	115.00
135002	CHARLEVOIX TOWNSHIP TREASURE	67.71
135003	CINTAS	136.34
135004	CINTAS CORPORATION	647.18
135005	CITY OF CHARLEVOIX - UTILITIES	46,574.15
135006	CONWAY PROFESSIONAL SERVICES	520.00
135007	CUNNINGHAM, ABIGAIL A	177.78
135008	DERRER OIL & PROPANE CO	1,610.75
135009	DETROIT SALT COMPANY	10,900.77
135010	DHASELEER, CARL	17.00
135011	DORST, KRISTA M	177.78
135012	DROST LANDSCAPE	500.00
135013	DUTCH OVEN BAKERY, THE	290.00
135014	EJ USA INC.	1,231.42
135015	ELLSWORTH FARMERS EXCHANGE	1,052.40
135016	FARMER WHITE'S	69.00
135017	FASTENAL COMPANY	722.21
135018	FERGUSON'S	167.82
135019	FLOWERS UP NORTH	373.00
135020	FREEDOM MAILING SERVICES INC	2,411.55
135021	GANNETT HOLDINGS- OHIO	72.80
135022	GFL ENVIRONMENTAL	240.00
135023	GOLDEN HILLS MAPLE SYRUP	8.00
135024	GRP ENGINEERING INC	5,497.50
135025	HACH COMPANY	662.85
135026	HAGGARD'S INC	2,250.00
135027	HERZOG ELECTRIC	3,356.71
135028	HOLIDAY LIGHTING SERVICE	706.00
135029	HYDRO CORP	562.50
135030	IPS GROUP INC	87.00
135031	JACK DOHENY COMPANY	1,433.14
135032	JASURDA, DONALD J	177.78
135033	JONES & JONES GARAGE DOOR SER	185.00
135034	KELLY, MARY	36.39
135035	KENDALL ELECTRIC INC.	34.96
135036	KIRINOVIC, THOMAS J	177.76
135037	KIRK, ARTHUR	208.04
135038	KSS ENTERPRISES	414.00
135039	KURTZ, LUTHER	377.20

M = Manual Check, V = Void Check

Check Number	Payee	Amount
135040	LANDSCAPE FORMS INC	6,240.00
135041	LANDSCAPE LOGIC	1,700.00
135042	LEELANAU COFFEE ROASTING CO IN	241.70
135043	MACGREGOR PLUMBING & HEATING	360.00
135044	MARVIN, CRYSTAL	75.00
135045	MCCARDEL CULLIGAN-PETOSKEY	51.50
135046	MCLAREN CORPORATE SERVICES S	128.00
135047	MCWATTERS, TATUM	28.88
135048	MEEHAN, MAXIMUS M	177.78
135049	MICHIGAN MUNICIPAL LEAGUE	17,242.00
135050	MYNORTH MEDIA	2,350.00
135051	NAVIA BENEFIT SOLUTIONS	50.00
135052	NORTHWEST ELECTRONICS & REPAI	279.92
135053	NORTHWEST HYDRAULICS & ENGRG	704.36
135054	OHM ADVISORS	1,155.00
135055	OTIS, ANDREW	16.04
135056	PARRISH, SAMANTHA K	177.78
135057	PELKY, WALTER	45.12
135058	PISCHNER, JONATHON M E	177.78
135059	POWER LINE SUPPLY	5,058.39
135060	PREIN & NEWHOF	1,155.00
135061	PROVIDENCE FARM LLC	52.00
135062	PTM DOCUMENT SYSTEMS	351.95
135063	RCL CONSTRUCTION CO INC	5,713.40
135064	RECDESK LLC	2,600.00
135065	ROTARY CLUB OF CHARLEVOIX	37.50
135066	SIEGRIST, DAVID	385.00
135067	SNYDER, JACOB M	177.78
135068	SPARTAN DISTRIBUTORS INC	1,552.57
135069	STATE AND MASON LLC	1,000.00
135070	STATE OF MICHIGAN	1,550.28
135071	SYSTEMS SPECIALISTS INC	2,557.50
135072	Tillie's Tafel	45.00
135073	TIMMS, ROBERT	400.00
135074	TRANSUNION RISK AND ALTERNATIV	150.00
135075	TRUCK & TRAILER SPECIALTIES	522.50
135076	UNIFIRST CORPORATION	652.38
135077	UNIVERSAL CREDIT SERVICES INC	20.00
135078	UP NORTH FLAGS & POLES	3,803.95
135079	USA BLUE BOOK	1,164.06
135080	UTILITIES INSTRUMENTATION SERVI	9,393.83
135081	WEST MICHIGAN REALTORS TITLE	139.71
135082	WHITE III, MARCUS W	177.78
135083	WILMOT ELECTRIC INC	97.50
135084	WRIGHT, RICKY	50.00
135085	XEROX FINANCIAL SERVICES	168.84
135086	ZACHARIAS, STEVEN B.	56.00
135087	ZIXCORP	1,071.50

M = Manual Check, V = Void Check

Check Number	Payee	Amount
Total 11/16/2021:		252,535.84
Grand Totals:		252,535.84

M = Manual Check, V = Void Check

Check Number	Payee	Amount
11/01/2021		
110121001	MICHIGAN PUBLIC POWER AGENCY	15,095.37
Total 11/01/2021:		15,095.37
Grand Totals:		15,095.37

M = Manual Check, V = Void Check

Check Number	Payee	Amount
11/02/2021		
110221001	PROXIMITY SPACE INC.	99.00
Total 11/02/2021:		99.00
Grand Totals:		99.00

M = Manual Check, V = Void Check

Check Number	Payee	Amount
11/03/2021		
110321001	AMG PAYMENT SOLUTIONS	479.18
110321002	PAYMENT SERVICE NETWORK INC.	267.40
Total 11/03/2021:		746.58
Grand Totals:		746.58

M = Manual Check, V = Void Check

Check Number	Payee	Amount
11/08/2021		
110821001	MICHIGAN PUBLIC POWER AGENCY	13,287.22
Total 11/08/2021:		13,287.22
Grand Totals:		13,287.22

M = Manual Check, V = Void Check

Check Number	Payee	Amount
11/09/2021		
110921001	DTE ENERGY	2,615.51
Total 11/09/2021:		2,615.51
Grand Totals:		2,615.51

M = Manual Check, V = Void Check

Check Number	Payee	Amount
11/10/2021		
111021001	STATE OF MICHIGAN	21,435.32
Total 11/10/2021:		21,435.32
Grand Totals:		21,435.32

M = Manual Check, V = Void Check

Check Issue Date	Check Number	Payee	Amount
111221001			
11/12/2021	11122100	**EFTPS* Payroll Taxes	9,497.15
11/12/2021	11122100	**EFTPS* Payroll Taxes	9,497.15
11/12/2021	11122100	**EFTPS* Payroll Taxes	2,221.11
11/12/2021	11122100	**EFTPS* Payroll Taxes	2,221.11
11/12/2021	11122100	**EFTPS* Payroll Taxes	12,819.31
Total 111221001:			
	5		36,255.83
111221002			
11/12/2021	11122100	Alerus Financial	350.00
Total 111221002:			
	1		350.00
111221003			
11/12/2021	11122100	STATE OF MICHIGAN	5,317.42
Total 111221003:			
	1		5,317.42
111221004			
11/12/2021	11122100	Vantagepoint - 401 Plan 109153	957.68
Total 111221004:			
	1		957.68
111221005			
11/12/2021	11122100	Vantagepoint - 457 Plan 300959	5,403.00
11/12/2021	11122100	Vantagepoint - 457 Plan 300959	2,437.36
11/12/2021	11122100	Vantagepoint - 457 Plan 300959	4,195.41
11/12/2021	11122100	Vantagepoint - 457 Plan 300959	7,887.21
Total 111221005:			
	4		19,922.98
111221006			
11/12/2021	11122100	Vantagepoint - Roth IRA 706117	1,080.76
Total 111221006:			
	1		1,080.76
Grand Totals:			
	13		63,884.67

KM

Check Number	Payee	Amount
11/16/2021		
3702	CHARLEVOIX COUNTY TREASURER	4,696.16
3703	CHARLEVOIX PUBLIC SCHOOLS	7,199.89
3704	CHARLEVOIX PUBLIC SCHOOLS	503.27
3705	CHARLEVOIX PUBLIC SCHOOLS	881.66
3706	CHARLEVOIX PUBLIC SCHOOLS	156.32
3707	CHARLEVOIX PUBLIC SCHOOLS	185.11
3708	CITY OF CHARLEVOIX - TAXES DUE	5,496.22
Total 11/16/2021:		19,118.63
Grand Totals:		19,118.63

CHECKS DRAWN ON CHARLEVOIX STATE BANK ACCOUNT

M = Manual Check, V = Void Check

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: November 2021 Local Election Results

DATE: November 15, 2021

BACKGROUND:

The November local election results are as follows:

- WARD 1: Aaron Hagen 155
- WARD 2: Richard Spring 101
- WARD 3: Greg Bryan 126
- Proposal 1 Publishing Council Proceedings: YES 166 NO 327
- Proposal 2 Council Oversight of Operations: YES 262 NO 224
- Proposal 3 City Manager Appointment Removal: YES 368 NO 123
- Proposal 4 Acting City Manager Term: YES 364 NO 125
- Proposal 5 Assessment Change Notice Delivery: YES 331 NO 135

RECOMMENDATION:

Motion to accept the November 2021 local election results as presented.

ATTACHMENTS:

- Board of Canvassers Certification

RECEIVED
NOV - 8 2021

CITY OF CHARLEVOIX

STATE OF MICHIGAN)
)SS
CHARLEVOIX COUNTY)

The Board of Canvassers of the County of Charlevoix having ascertained and canvassed the votes at the City General Election do **Hereby Certify and Determine** that:

The whole number of votes given to the position of City Council Member Ward 1 was one hundred fifty-five (155) and those votes were given for the following persons.

Persons receiving the votes:

Aaron Hagen ---------- (155)

Aaron Hagen having received sufficient number of votes is hereby nominated for the office of City Council Member, Ward 1.

The whole number of votes given to the position of City Council Member Ward 2 was one hundred and one (101) and those votes were given for the following persons.

Persons receiving the votes:

Richard Spring ---------- (101)

Richard Spring having received sufficient number of votes is hereby nominated for the office of City Council Member, Ward 2.

The whole number of votes given to the position of City Council Member Ward 3 was one hundred and twenty-six (126) and those votes were given for the following persons.

Persons receiving the votes:

Greg Bryan ---------- (126)

Greg Bryan having received sufficient number of votes is hereby nominated for the office of City Council Member, Ward 3.

The whole number of votes for and against the:

PROROSAL 1 – Publishing Council Proceedings

Shall Article II Section 2.15g Council - Meetings - Minutes and Notices Thereof of the City Charter be amended to delete the entire paragraph and thereby remove the requirement to publish Council proceedings, showing the substance of each separate action of Council, in a newspaper of general circulation within ten days after each meeting of the Council?

Was four hundred ninety-three ----------(493)
Of which number
Votes were marked **YES** one hundred sixty-six----------(166)
And
Votes were marked **NO** three hundred twenty-seven ----------(327)

The City of Charlevoix Proposal 1 having received sufficient votes has **FAILED**.

The whole number of votes for and against the:

PROROSAL 2 – Council Oversight of Operations

Shall Article II Section 2.18 Council - Overall Control of Municipal Operations - of the City Charter be amended to delete the requirement for the council to set guidelines for the management of the city while retaining its provisions directing the Council to provide for the management of the city by way of setting the compensation and number of staff in annual budget and other directives the Council may give to the City Manager and requiring the City Manager to promptly report to the Council, at the Council's request, on management affairs?

Was four hundred eighty-six ----------(486)
Of which number
Votes were marked **YES** two hundred sixty-two----------(262)
And
Votes were marked **NO** two hundred twenty-four ----------(224)

The City of Charlevoix Proposal 2 having received sufficient votes was **PASSED**.

The whole number of votes for and against the:

PROROSAL 3 – City Manager Appointment/Renewal

Shall Article Ill Sections 3.3 City Manager-- Appointment and 3.4 City Manager-- Removal of the City Manager be combined and amended to provide for the appointment of a City Manager solely on the basis of professional merit and ability by majority vote of the entire Council, to provide that the Council may enter into a contract with the City Manager, and to provide that the Council may terminate the City Manager's contract upon its expiration or with a vote of not less than 2/3 of the entire Council?

Was four hundred ninety-one ----------(491)
Of which number
Votes were marked **YES** three hundred sixty-eight----------(368)
And

Votes were marked **NO** one hundred twenty-three----------(123)

The City of Charlevoix Proposal 3 having received sufficient votes was **PASSED**.

The whole number of votes for and against the:

PROROSAL 4 – Acting City Manager Term

Shall Article III Sections 3.5 City Manager - Filling Vacancy be amended, to increase the time an Acting City Manager may serve from six months to one year, to retain the ability of Council to appoint or remove an Acting City Manager by a majority vote of Council, and to eliminate references to Section 3.4 of the charter?

Was four hundred eighty-nine ----------(489)
Of which number
Votes were marked **YES** three hundred sixty-four----------(364)
And
Votes were marked **NO** one hundred twenty-five ----------(125)

The City of Charlevoix Proposal 4 having received sufficient votes was **PASSED**.

The whole number of votes for and against the:

PROROSAL 5 – Assessment Change Notice Delivery

Shall Article VIII Section 8.8 Assessment - Notice of Change to Owners of the City Charter be amended to provide that notice of changes in assessment shall be delivered to property owners in the form and manner prescribed by State law, and that the failure of property owners to receive notice shall not invalidate an assessment roll or an assessment on property?

Was four hundred sixty-six ----------(466)
Of which number
Votes were marked **YES** three hundred thirty-one----------(331)
And
Votes were marked **NO** one hundred thirty-five----------(135)

The City of Charlevoix Proposal 5 having received sufficient votes was **PASSED**.

We do hereby **Certify**, that the attached is a correct statement of the votes given in the County of Charlevoix, City of Charlevoix, Precincts #18, #19, and #20 for the proposal (if any) named in such statement and for any persons designated therein, at the City General Election held on Tuesday the 2nd day of November in the year Two Thousand Twenty-One.

In Witness Whereof, We have hereunto set our hands and caused to be affixed the Seal of the Circuit Court of CHARLEVOIX this 4th day of November 2021.

SEAL

ATTEST:

CLERK OF THE BOARD OF COUNTY CANVASSERS

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Set Work Session with the Planning Commission for December 20, 2021

DATE: November 15, 2021

BACKGROUND:

At the last meeting, Mayor Kurtz suggested a joint work session with the Planning Commission be held to discuss ongoing efforts and challenges around housing in our community. December 20 at 4:30pm would work for the Planning Commission and will precede the regular meeting for Council on the same date.

GOALS:

Provide strong stewardship of public resources and promote good governance

RECOMMENDATION:

Motion to set a Work Session for the purpose of discussing housing policy and strategy with the Charlevoix Planning Commission for 4:30pm on December 20, 2021 in the Council Chambers of City Hall.

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Purchase 300 kVA Transfomer for $14,882

DATE: November 15, 2021

BACKGROUND:

During the past two years, transformer lead times have dramatically increased, and inventory levels have dropped. The Electric Department will review current in-service transformers and inventory to develop recommended inventory levels. Purchases to meet the recommended levels will be done over time and as needed for new and expanded services.

The Charlevoix Electric Department received bids for one 300 kVA pad mounted transformer through its Vendor Managed Inventory (VMI) agreement with Power Line Supply, Reed City, Michigan. Bids were received from Howard Industries, WEG and Eaton. All bids meet the City's specifications. The bid from Howard Industries is not the lowest, but the lead time best matches a current project with a scheduled 12-week completion schedule. The bids and bid tabulation are attached.

RECOMMENDATION:

Motion to approve the purchase of one Howard Industries 300 kVA pad mounted transformer through Power Line Supply in the amount of $14,882.

ATTACHMENTS:

- Eaton Quote
- Howard Quote BU1098
- WEG Quote
- Bid Tabulation
- Howard Quote BU1097

Eaton
Power Systems Division
Proposal Number: W21308992P
Date: Oct 27, 2021

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

End Customer: CITY OF CHARLEVOIX
300 kVA

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: Oct 28, 2021
- Proposal Valid To: Nov 26, 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.

Proposal 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

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

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.

Additional Notes

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.

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.

Additional 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. ---------- 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. ----------

Additional Notes

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

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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

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)

Additional Notes
• 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 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. --- A written Purchase Order must be received by the sales office that submitted this quote within 60 days of the date on the quote. The Purchase Order may be either Release for Manufacture or Hold for Approval Drawing Submittal. When the order is Hold for Approval Drawing Submittal, the Approval Drawings must be returned to the submitting sales office with a Release for Manufacture within 60 days of the original P.O. date. Should the Release for Manufacture arrive after the 60 days mentioned above, an escalation schedule shall be applied as follows:

Additional Notes
• 60 days = 4% total price escalation • 90 days = 6% total price escalation • 120 days = 8% total price escalation • 150 days = 10% total price escalation • 180 days = Order cancelled with payment to Seller of reasonable termination charges, including progress billings and all incurred direct manufacturing costs"

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*Proposal Total does not include any alternate items listed below

Items

Item #	Alternate	Catalog # Customer Material #	Description	Manufacturing Lead Time (Weeks)	***Approval Drawing Lead Time (Weeks)	Price Each	Qty	Total Price
1.0		**00000P10K0JM**	300 kVA 12470GY/7200 208Y/120 Mild Steel	31	5	$13,036.00	1	$13,036.00
2.0	1A	**00000P10KLFA**	300 kVA 12470GY/7200 208Y/120 300 Series SS	31	5	$18,515.00	1	$18,515.00

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 #: **00000P10K0JM**
Designation: Mild Steel
Customer RFQ Information: Email: Checksheet dated 2021-10-19

	Quantity	
	1	

Lead-time (Per Lead-time definition in Proposal Details):
Manufacturing Lead-time: 31weeks after release of order by customer
Approval Drawing Lead-time: 5 weeks upon receipt of order

kVA	300 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

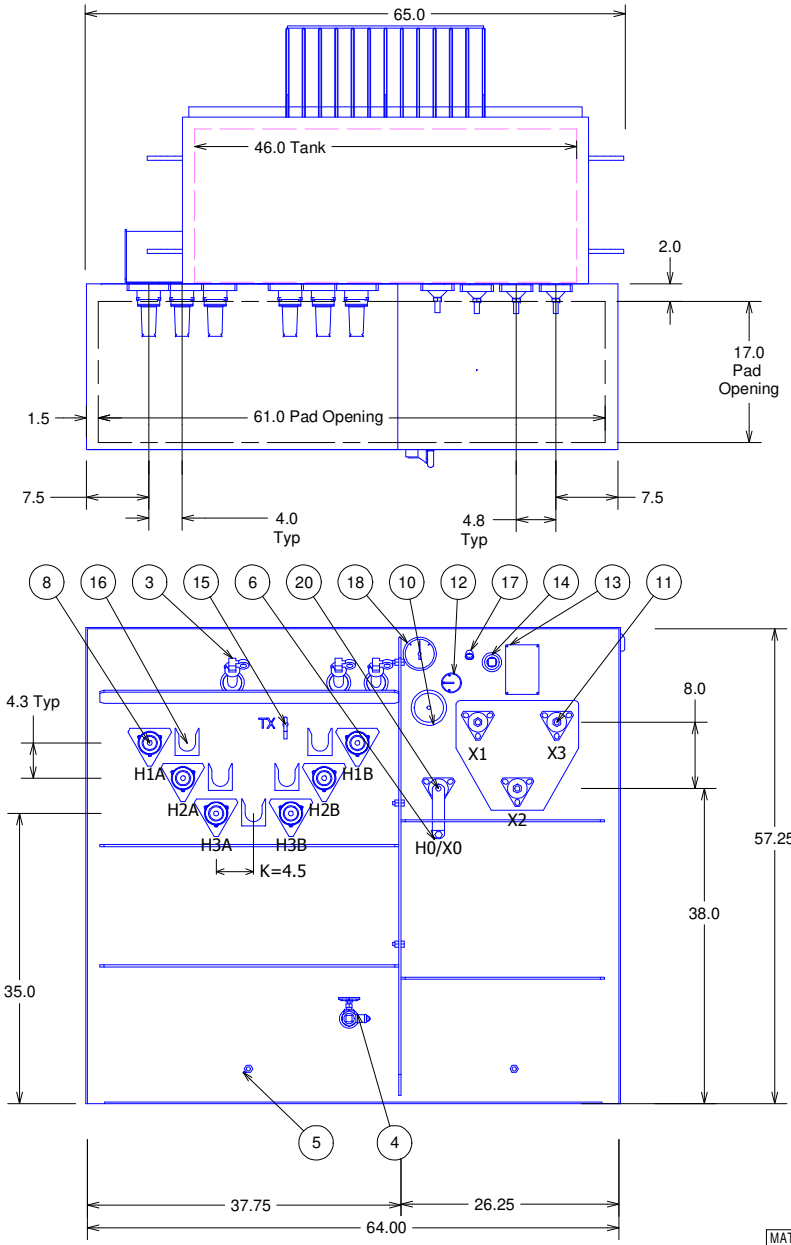
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Low Voltage kV Class	1.2 kV Class
Low Voltage kV BIL	30 kV BIL
Secondary Termination Style	Live Front
Secondary Feed Type	Radial Feed
Low Voltage Bushing Location	LV Frontplate (seg 1)
Low Voltage Bushing Arrangement	Staggered
Low Voltage Bushings	1" copper stud bushing(s) (Qty: 4)
Cabinet	20 inch deep cabinet
Cabinet hardware	Penta-head cabinet door bolts
Cabinet Types	IEEE/ANSI
Infrared Viewing Windows	No Window Required
Bushing Layout	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
Decal Options	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

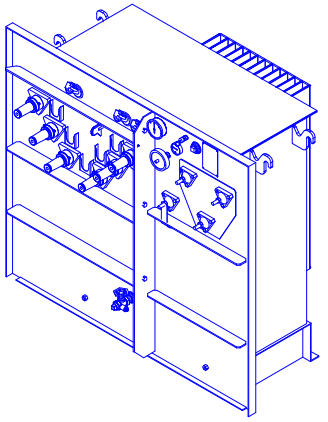
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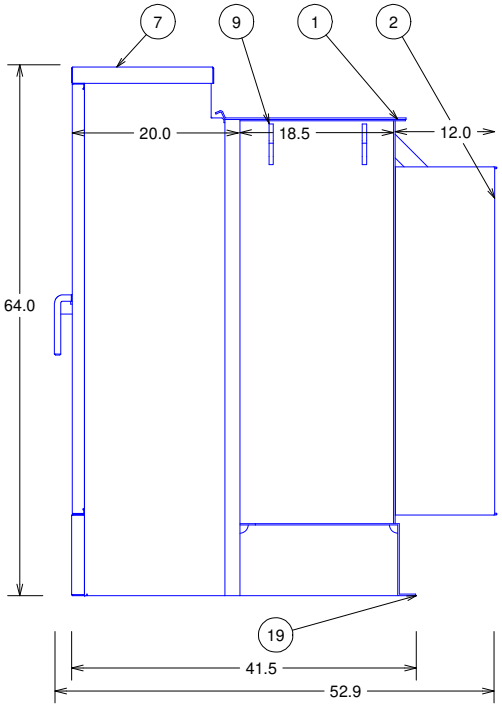
PERFORMANCE DATA:	
No Load Losses @100% Average - For Information Only (@20 C)	129. Watts
Load Losses Average - For Information Only (@85 C)	4091. Watts
Total Losses Average - For Information Only	4220. Watts
Impedance	5.45% (For Reference Only)
Primary Conductor Material	Aluminum
Secondary Conductor Material	Aluminum

ITEM	DESCRIPTION
1	Bolted Cover w/ Nutguard
2	Cooling Corrugate
3	Cooper Bayonet Fusing w/ Dripshield
4	Drain Valve with Sampler
5	Ground Nut .50-13 Tap
6	Ground Strap and Nut
7	High Security Cabinet w/ 1 Pentahead Door Bolt per door
8	35kV 200 Amp HV Bushing Well w/ 15kV Insert
9	Lifting Lug
10	Liquid Temperature Gauge
11	1.2kV LV Bushing w/ 1.00 Inch Stud
12	Magnetic Oil Level Gauge
13	Nameplate
14	One Inch Upper Press. Conn. and Fill Plug
15	Two Position Loadbreak Switch
16	Parking Stand
17	Pressure Relief Valve
18	Pressure Vacuum Gauge
19	Tank Base w/ Jacking and Rolling Facilities
20	H0/X0 Bushing



Cabinet Removed





3PH Padmount Transformer 60Hz
300.0 kVA ONAN 65 AWR Mineral Oil
HV 12470GY/7200 95 kV BIL
LV 208Y/120 30 kV BIL
5.45 %IZ
Approximate Weight 3538 lbs.
Munsell Green Topcoat
Mild Steel Construction

Proposal Number: W21308992P
Page: 12/18

MATERIAL:

ALL DIMENSIONS ARE IN INCHES [MM]

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THIS DRAWING HAS BEEN GENERATED FROM A 3D MODEL.

Powering Business Worldwide

TITLE: Distribution Transformer Outline Drawing

DESC: **COOPER POWER SERIES** THREE-PHASE PAD-MOUNTED COMPARTMENTAL TYPE

DWG:	DATE:	REF:	SHEET #:	SCALE:	REV:
PTP	10/27/2021	P3D V04R01M07	1 OF 1		00

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Item Details

Item Number: 2.0 Alternate: 1A

Catalog #: **00000P10KLFA**
Designation: 300 Series SS
Customer RFQ Information: Email: Checksheet dated 2021-10-19

	Quantity	
	1	

Lead-time (Per Lead-time definition in Proposal Details):
Manufacturing Lead-time: 31weeks after release of order by customer
Approval Drawing Lead-time: 5 weeks upon receipt of order

kVA	300 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

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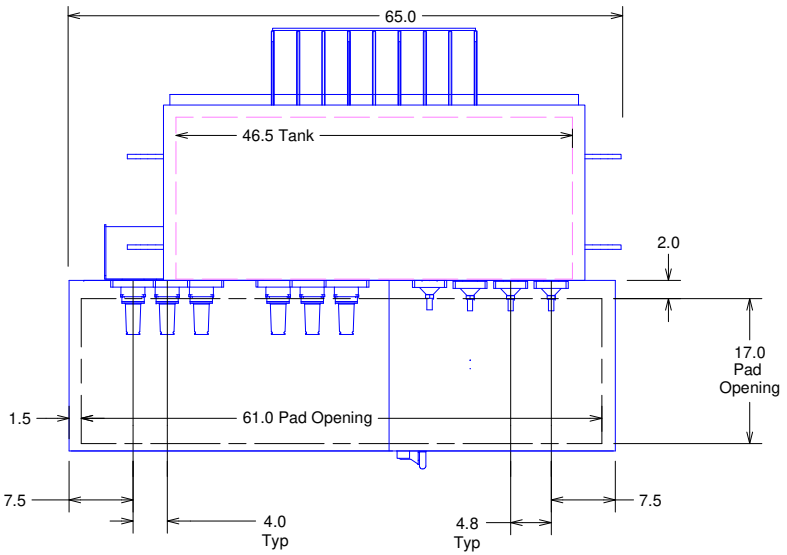
Low Voltage kV Class	1.2 kV Class
Low Voltage kV BIL	30 kV BIL
Secondary Termination Style	Live Front
Secondary Feed Type	Radial Feed
Low Voltage Bushing Location	LV Frontplate (seg 1)
Low Voltage Bushing Arrangement	Staggered
Low Voltage Bushings	1" copper stud bushing(s) (Qty: 4)
Cabinet	20 inch deep cabinet
Cabinet hardware	Penta-head cabinet door bolts
Cabinet Types	IEEE/ANSI
Infrared Viewing Windows	No Window Required
Bushing Layout	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
Tank Construction	100% Stainless steel construction
Stainless Steel Type	300 Series Stainless Steel
Corrosion-proof hardware	Corrosion-proof cabinet hardware, Corrosion-proof bushing clamps and hardware, Corrosion-proof cover hardware
Decal Options	Non-PCB Decal
Stenciling Options	kVA Stencil (2" Yellow Letters Outside LV Door)
Nameplate Options	Stainless Steel Nameplate
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

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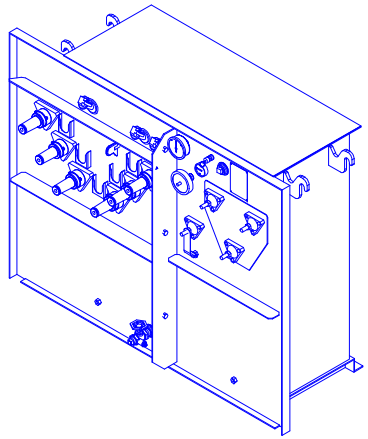
PERFORMANCE DATA:	
No Load Losses @100% Average - For Information Only (@20 C)	479. Watts
Load Losses Average - For Information Only (@85 C)	2684. Watts
Total Losses Average - For Information Only	3163. Watts
Impedance	4.06% (For Reference Only)
Primary Conductor Material	Aluminum
Secondary Conductor Material	Aluminum

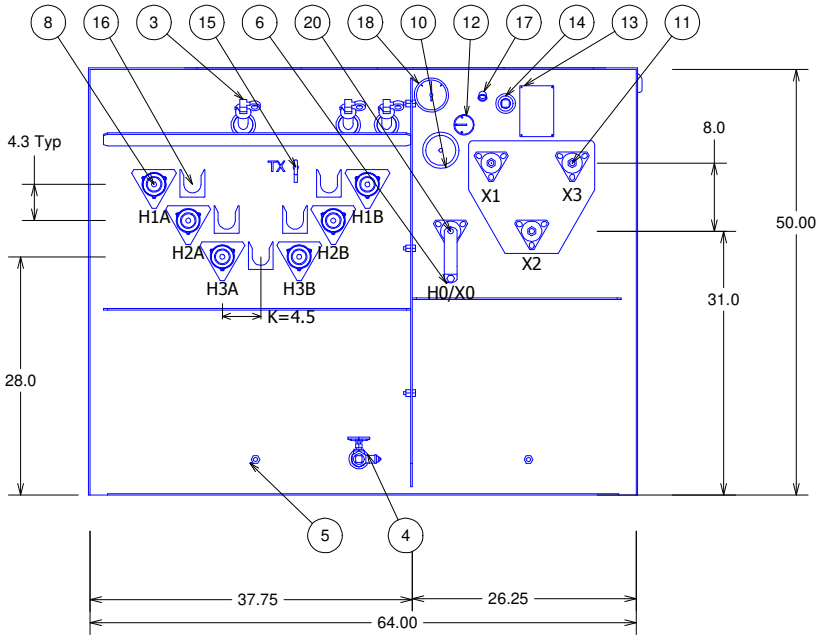
ITEM	DESCRIPTION
1	Bolted Cover w/ Nutguard
2	Cooling Corrugate
3	Cooper Bayonet Fusing w/ Dripshield
4	Drain Valve with Sampler
5	Ground Nut .50-13 Tap
6	Ground Strap and Nut
7	High Security Stainless Steel Cabinet w/ 1 Pentahead Door Bolt per door
8	35kV 200 Amp HV Bushing Well w/ 15kV Insert
9	Lifting Lug
10	Liquid Temperature Gauge
11	1.2kV LV Bushing w/ 1.00 Inch Stud
12	Magnetic Oil Level Gauge
13	Nameplate
14	One Inch Upper Press. Conn. and Fill Plug
15	Two Position Loadbreak Switch
16	Parking Stand
17	Pressure Relief Valve
18	Pressure Vacuum Gauge
19	Tank Base w/ Jacking and Rolling Facilities
20	H0/X0 Bushing

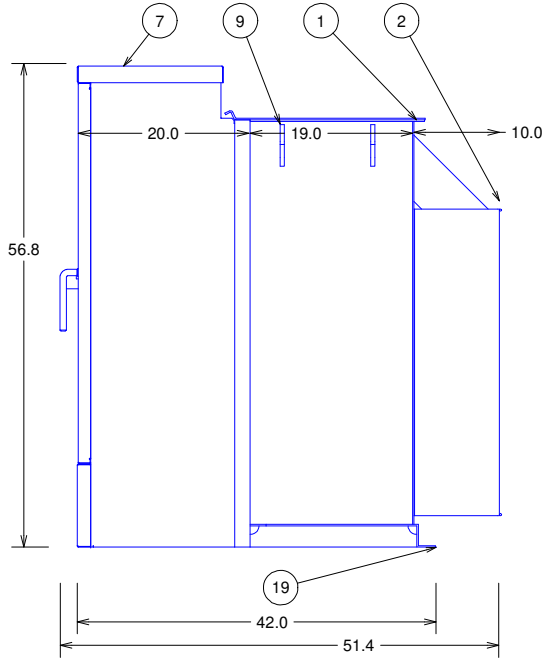
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REVISIONS



Cabinet Removed







3PH Padmount Transformer 60Hz
300.0 kVA ONAN 65 AWR Mineral Oil
HV 12470GY/7200 95 kV BIL
LV 208Y/120 30 kV BIL
4.06 %IZ
Approximate Weight 3572 lbs.
Munsell Green Topcoat
Stainless Steel Construction

Proposal Number: W21308992P
Page: 16/18

MATERIAL:	EATON Powering Business Worldwide
ALL DIMENSIONS ARE IN INCHES [MM]	TITLE: Distribution Transformer Outline Drawing
THE INFORMATION ON THIS DOCUMENT WAS CREATED BY EATON. IT WAS DISCLOSED IN CONFIDENCE AND IS ONLY TO BE USED FOR THE PURPOSE IN WHICH IT WAS SUPPLIED.	DESC: **COOPER POWER SERIES** THREE-PHASE PAD-MOUNTED COMPARTMENTAL TYPE
THIS DRAWING HAS BEEN GENERATED FROM A 3D MODEL.	DWG: PTP | DATE: 10/27/2021 | REF: P3D V04R01M07 | SHEET #: 1 OF 1 | SCALE: | REV: 00
	D10RNFYN

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

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

HOWARD Hi INDUSTRIES

Howard Industries, Inc.
Utility Transformer Division
P.O. Box 1588
Laurel, MS 39441-1588
Phone: 601 425 3151
Fax: 601 649 8090

QUOTATION

CUSTOMER COPY

AMORPHOUS
REED CITY POWERLINE
420 ROTH STREET STE A
REED CITY, MI 49677

FOB: **DESTINATION**
PRICING: **FIRM FOR QUOTED SHIPMENT**
AGENT: **KW ASSOCIATES**

VALIDITY: **30 DAYS**
TERMS: **NET 30 DAYS**
INQUIRY: **CITY OF CHARLEVOIX**

QUOTATION NO: **BU-1908**
QUOTATION DATE: **10/19/2021**
PAGE NO: **1**

Item	Qty	Description	Unit Price	Shipment ARO
ITEM 1	1	PRODUCT: 3-PHASE PADMOUNT ANSI C57.12.34 DEAD FRONT SINGLE VOLTAGE KVA: 300 KVA HV: 12470GRDY/7200 + GRD 95KV BIL LV: 208Y/120 30KV BIL TAPS: NO TAPS OIL TYPE: MINERAL	$14,678.00	10-12 WKS
ITEM 2	1	PRODUCT: 3-PHASE PADMOUNT ANSI C57.12.34 DEAD FRONT SINGLE VOLTAGE KVA: 300 KVA HV: 12470GRDY/7200 + GRD 95KV BIL LV: 208Y/120 30KV BIL TAPS: NO TAPS OIL TYPE: MINERAL STAINLESS STEEL ALTERNATE. QUOTED PER CUSTOMER INQUIRY DATED 10/18/2021 NON EVALUATED THREE PHASE PADMOUNT, DEAD FRONT, LOOP FEED, WELLS AND INSERTS, BAYONET FUSING, LOADBREAK SWITCH, SECONDARY STUDS, GAUGES. DOE 2016 COMPLIANT. ***NOTE: PLEASE REVIEW THE WEIGHTS AND DIMENSIONS ON THE ATTACHED QUOTATION DRAWING. THE ATTACHED FORM 2-4-61 (AMORPHOUS CORE TRANSFROMER LOSSES) WILL APPLY TO THIS QUOTATION. ORDERS REQUIRING APPROVAL DRAWINGS: LEADTIMES QUOTED ASSUME THAT APPROVAL	$15,942.00	10-12 WKS

CONTINUED ON NEXT PAGE

UNCONTROLLED COPY
UNLESS VIEWED ON A PC FROM THE 'QCShare on Howardpdc Drive

Document: 2.3.01
Revision:
Authorized: RSS.

HOWARD Hi INDUSTRIES

Howard Industries, Inc.
Utility Transformer Division
P.O. Box 1588
Laurel, MS 39441-1588
Phone: 601 425 3151
Fax: 601 649 8090

QUOTATION

CUSTOMER COPY

AMORPHOUS
REED CITY POWERLINE
420 ROTH STREET STE A
REED CITY, MI 49677

FOB: **DESTINATION**
PRICING: **FIRM FOR QUOTED SHIPMENT**
AGENT: **KW ASSOCIATES**

VALIDITY: **30 DAYS**
TERMS: **NET 30 DAYS**
INQUIRY: **CITY OF CHARLEVOIX**

QUOTATION NO: **BU-1908**
QUOTATION DATE: **10/19/2021**
PAGE NO: **2**

Item	Qty	Description	Unit Price	Shipment ARO
		DRAWINGS WILL BE SIGNED AND RETURNED TO HOWARD INDUSTRIES WITHIN TWO WEEKS OF RECEIPT OF SAID DRAWING. SHOULD THE PROCESS REQUIRE ANY ADDITIONAL TIME BEYOND THESE TWO WEEKS, THAT ADDITIONAL TIME WILL BE ADDED TO THE QUOTED LEADTIME. **TRANSFORMERS ON THIS QUOTATION ARE DESIGNED TO COMPLY WITH DOE EFFICIENCY REQUIREMENTS EFFECTIVE FOR COVERED TRANSFORMERS COMPLETING MANUFACTURE BEGINNING JANUARY 1, 2016.**		

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LAST PAGE

SUBMITTED BY SANDY BENOIT

Document: 2.3.01
Revision:
Authorized: RSS.

Amorphous Core Transformer Tolerance for Losses
(Acceptance Criteria for Individual Units)

The losses determined by a test of an amorphous metal core transformers shall be subject to the following tolerances: The no-load losses of an amorphous metal core transformer shall not exceed the specified no-load losses by more than the greater of 10% or 3 watts, and the total losses of an amorphous metal core transformer shall not exceed the specified losses by more than 6%. Failure to meet the loss tolerances shall not warrant immediate rejection, but shall lead to consultation between purchaser and manufacturer about further investigation of possible causes and the consequences of the higher losses.

Howard Industries, Inc.
Document 2.4.61, Revision 5
July 23, 2010

Standard Terms and Conditions
For the Sale of Fluid-Filled Distribution Transformers
(Domestic)

General

The standard terms and conditions as stated herein constitute the sales contract between Howard Industries, Inc., (hereinafter referred to as “Supplier") and the Purchaser, unless otherwise noted on a Supplier quotation or order acknowledgement. In the event of a conflict between the provisions of a Supplier quotation or order acknowledgement and the standard terms and conditions as stated herein, the provisions of the Supplier’s quotation or order acknowledgement shall prevail.

No part of these standard terms and conditions may be altered nor may any additions or deletions be made unless authorized in writing by the Supplier’s Marketing Department.

Quotations

Prices shall be quoted F.O.B. destination, freight prepaid. Quoted prices shall not include sales, use, excise, or any other state and local taxes for which the Purchaser may be liable. Written and verbal quotations shall expire thirty (30) days from the date of the quotation.

Purchase Orders

All purchase orders shall be subject to the approval of the Supplier’s Marketing Department. The Supplier shall reserve the right to decline any order.

Schedules

Upon receipt of a purchase order and its entry into the production schedule, the Supplier shall send to the Purchaser an acknowledgment, which states and estimated shipping schedule. It shall be the Supplier’s intent to honor this schedule if at all possible.

The Supplier shall not be held liable for delay in performance or failure to perform its obligations, if such delay or failure to perform results from situations not reasonably within the Supplier’s control, including acts of God, strikes or other labor disputes, civil or military insurrection or riot, delays in transportation, delays as a result of poor vendor performance; causalities such as fire or explosion, or the acts, regulations, or restrictions of governmental authorities.

In cases where the Purchaser requires approval drawings, the production schedule shall begin on the date the approved drawings are received by the Supplier’s Marketing Department. This schedule shall be based on current production capabilities and shall supersede any previously stated schedule.

Modification of existing orders by the Purchaser may cause a change in the originally stated shipping schedule.

The Supplier reserves the right to manufacture and ship any items in advance of the acknowledged shipping schedule, unless expressly forbidden by the Purchaser at the time of the order entry.

Cancellation and Modification

The Supplier may hold the Purchaser liable for any expenses incurred or commitments made on any purchase order which is canceled or modified by the Purchaser. In the event the Supplier chooses to manufacture any items in advance of the acknowledged schedule and such advance manufacture is not expressly forbidden by the Purchaser, such advance manufacture shall not void the Purchaser’s liability for modifications and cancellation charges as stated herein.

Payment

All accounts are payable net thirty (30) days after the date of the invoice. If Purchaser fails to pay any invoice in full within the time stated in the payment terms hereof, Seller may, without notice, accelerate the due date of all outstanding invoices and require that all outstanding invoices, including any interest thereon, be immediately due and payable in full.

Warranty

Howard Industries, Inc. (hereinafter "Supplier") warrants to the original Purchaser that distribution transformers (hereinafter "Equipment") manufactured by Supplier shall be free from defects in material and workmanship under normal use and service conditions. The term of this Warranty shall be the lesser of twelve (12) months from the date of initial installation or eighteen (18) months from date of manufacture.

If within the Warranty period any Equipment shall be proved to Supplier's satisfaction to be defective, such Equipment shall be repaired or replaced at the Supplier's option. Decision on the method and extent of repairs rests solely with Supplier. Supplier's obligation hereunder shall be limited to such repair or replacement, F.O.B. its factory, and shall be conditioned upon Supplier's receiving written notice of any alleged defect within ten (10) days after its discovery and at Supplier's option, return of such Equipment or parts prepaid to Supplier's factory. The costs for removal of defective Equipment and re-installation of repaired or replaced Equipment shall be at Purchaser's expense.

In order to be covered by this Warranty, the Equipment must be properly installed according to accepted industry practices and protected by properly installed and coordinated voltage surge suppressors, current overload, and other current protective devices as appropriate. This Warranty does not cover Equipment that has been subjected to negligence, abuse, accident, damage by circumstances beyond Supplier's reasonable control; improper installation, operation, maintenance or storage; modification other than by Supplier; or storage or operation in "Unusual Service Conditions" as defined by IEEE Standard C57.12.00.

In order to qualify for repair or replacement under the provisions of this Warranty, the Supplier may require that defective Equipment be returned to the Supplier's factory and in such event will provide written authorization to Purchaser. The Supplier will not be responsible for Equipment returned without such written authorization. The Supplier will assume no liability for expenses incurred for repair or replacement of Equipment that is not in accordance with the provisions of this Warranty.

THIS WARRANTY STATES THE SUPPLIER'S ENTIRE AND EXCLUSIVE LIABILITY AND THE PURCHASER'S EXCLUSIVE REMEDY AND SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY SORT, EXPRESS OR IMPLIED, EXCEPT THAT OF TITLE, AND SUPPLIER HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, COURSE OF DEALING, USAGE OF TRADE AND FITNESS FOR A PARTICULAR PURPOSE, NOTWITHSTANDING ANY PURPORTED TERMS AND CONDITIONS CONTAINED IN ANY DOCUMENT PREPARED BY PURCHASER IN CONNECTION WITH THIS SALE. SUPPLIER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS.

Standard Transformer Warranty
Fluid-Filled Distribution Transformers
(Domestic Sale)

Howard Industries, Inc. (hereinafter "Supplier") warrants to the original Purchaser that fluid-filled distribution transformers (hereinafter "Equipment") manufactured by Supplier shall be free from defects in material and workmanship under normal use and service conditions. The term of this Warranty shall not exceed the lesser of twelve (12) months from date of initial installation or eighteen (18) months from date of manufacture.

If within the Warranty period any Equipment shall be proved to Supplier's satisfaction to be defective, such Equipment shall be repaired or replaced at the Supplier's option. Decision on the method and extent of repairs rests solely with Supplier. Supplier's obligation hereunder shall be limited to such repair or replacement, F.O.B. its factory, and shall be conditioned upon Supplier's receiving written notice of any alleged defect within ten (10) days after its discovery and at Supplier's option, return of such Equipment or parts prepaid to Supplier's factory. The costs for removal of defective Equipment and re-installation of repaired or replaced Equipment shall be at Purchaser's expense.

In order to be covered by this Warranty, the Equipment must be properly installed according to accepted industry practices and protected by properly installed and coordinated voltage surge suppressors, current overload, and other current protective devices as appropriate. This Warranty does not cover Equipment that has been subjected to negligence, abuse, accident, or damage after delivery to Purchaser; improper installation, operation, maintenance or storage; modification other than by Supplier; or storage or operation in "Unusual Service Conditions" as defined by IEEE Standard C57.12.00.

In order to qualify for repair or replacement under the provisions of this Warranty, the Supplier may require that defective Equipment be returned to the Supplier's factory and in such event shall provide written authorization to Purchaser. The Supplier shall not be responsible for Equipment returned without such written authorization. The Supplier shall assume no liability for expenses incurred for repair or replacement of Equipment that is not in accordance with the provisions of this Warranty.

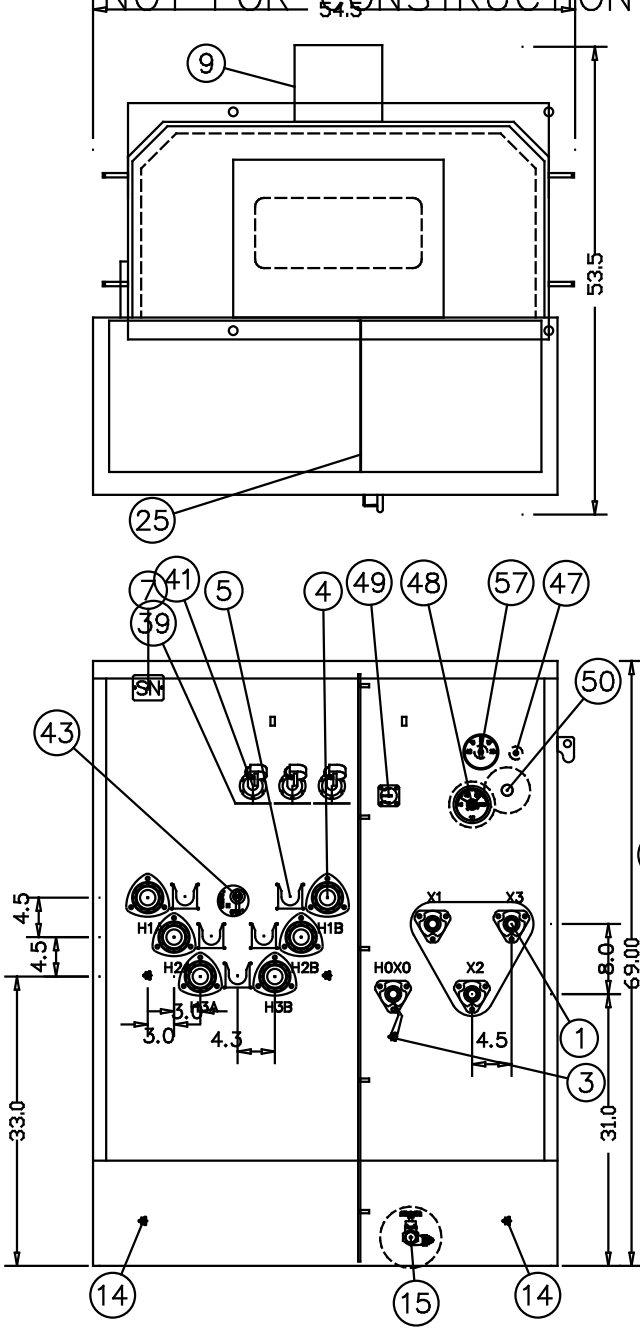
THIS WARRANTY STATES THE SUPPLIER'S ENTIRE AND EXCLUSIVE LIABILITY AND THE PURCHASER'S EXCLUSIVE REMEDY AND SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY SORT, EXPRESS OR IMPLIED, EXCEPT THAT OF TITLE. SUPPLIER HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, COURSE OF DEALING, USAGE OF TRADE AND FITNESS FOR A PARTICULAR PURPOSE, NOTWITHSTANDING ANY PURPORTED TERMS AND CONDITIONS CONTAINED IN ANY DOCUMENT PREPARED BY PURCHASER IN CONNECTION WITH THIS SALE. SUPPLIER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS.

	DESCRIPTION
1	LV BUSHING W/ 1" STUD
3	1/2-13 GROUND PAD
4	HV LB INSERT UNIV 95 BIL 200A
5	LOADBREAK PARKING STAND
7	NP ON DOOR, SERIAL ON TANK
8	TANK
9	COOLING RADIATORS
10	HANDHOLE & SECURITY COVER
12	LIFTING LUGS
13	JACKING PROVISIONS
14	1/2-13 GROUND PAD
15	1 IN DRAIN VALVE AND SAMPLER
21	PADLOCKABLE DOOR HANDLE
22	3 PT LATCH PENTA SEC BOLT
24	12 IN REMOVABLE SILL
25	METAL LV-HV BARRIER
39	CLIP ON DRIP SHIELD
41	BAYONET FUSE HOLDER
43	2 POSITION LOADBREAK SWITCH
47	PRV VIAT 301-010-01N
48	DIAL THERM W/MAX POINTER
49	2" MAGNETIC LL GAUGE
50	OIL LEVEL PLUG
57	PRES VAC GAUGE

	SPECIAL NOTES
A	BAY-O-NET FUSE
B	ISOLATION LINK FUSE
C	
D	
E	

CAT NO	9180001908001		
DWG BY:	BU	DATE:	10/18/21
APP BY:		CC.	745

NOT FOR CONSTRUCTION



DWG NO.	BU1908001
HOWARD INDUSTRIES INC.	
LAUREL, MISS. USA 39440	
THREE PHASE PAD DISTRIBUTION TRANSFORMERS	
CUSTOMER :	QUOTES
SPEC. H.I. STD.	DATED
KVA	300.0BIL 95 TAPS NONE
HIGH VOLTAGE	12470GRDY/7200
LOW VOLTAGE	208Y/120
APPROX. CORE AND COIL WEIGHT	1944
APPROX. TANK AND ACCESS. WEIGHT	913
GAL. OF OIL	175, APPROX. WEIGHT 1313
APPROX. TOTAL WEIGHT	4170

REV.	DATE	DESCRIPTION	BY / APP
A			

NOTE: THE WEIGHTS AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CHANGE WITHIN THE CUSTOMER SPECIFIED LIMITS. APPROVAL DRAWINGS WITH THE ACTUAL WEIGHTS AND DIMENSIONS WILL BE PROVIDED UPON REQUEST AFTER RECEIPT OF ORDER.

NOTE: (1) DIMENSIONS IN INCHES
(2) WEIGHTS IN POUNDS

BU1908001

NO. BU1908001

THREE PHASE TRANSFORMER DOE COMPLIANT

HOWARD INDUSTRIES LAUREL MS 39440 USA

READ INSTRUCTION HI 105 BEFORE OPERATING MFG

KVA 300 BIL HV 95 LV 30 KV 3.7 %IMP

HV 12470GRDY/7200 LV 208Y/120 AMPS 833

WT LB TANK 913 C&C 1944 TYPE OIL II 1313 LBS 175 GAL TOTAL 4170 LBS

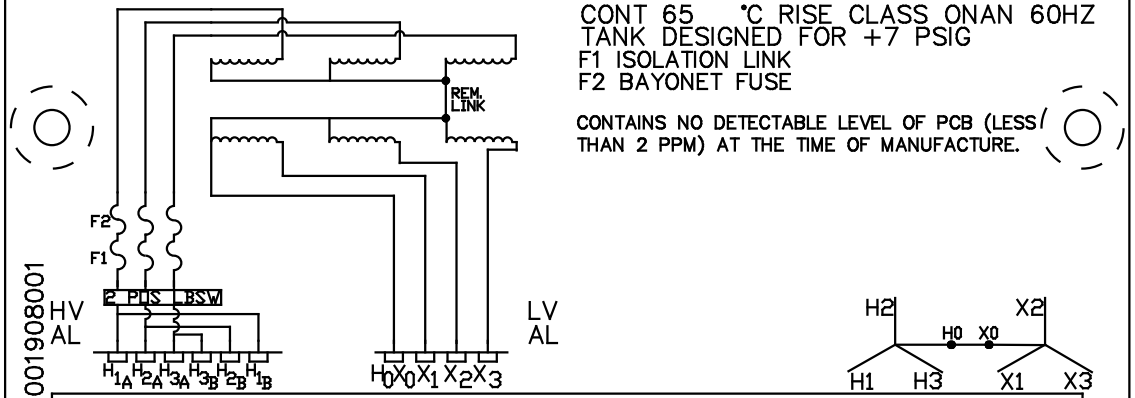
CONT 65 °C RISE CLASS ONAN 60HZ

TANK DESIGNED FOR +7 PSIG

F1 ISOLATION LINK

F2 BAYONET FUSE

CONTAINS NO DETECTABLE LEVEL OF PCB (LESS THAN 2 PPM) AT THE TIME OF MANUFACTURE.



9180001908001

SER. NO. BAR CODE CAT. NO. BAR CODE

SER. NO.

REV	DATE	REVISION	BY	APP

HOWARD INDUSTRIES INC.

LAUREL, MISS. USA 39440

MFG. OF DISTRIBUTION TRANSFORMERS

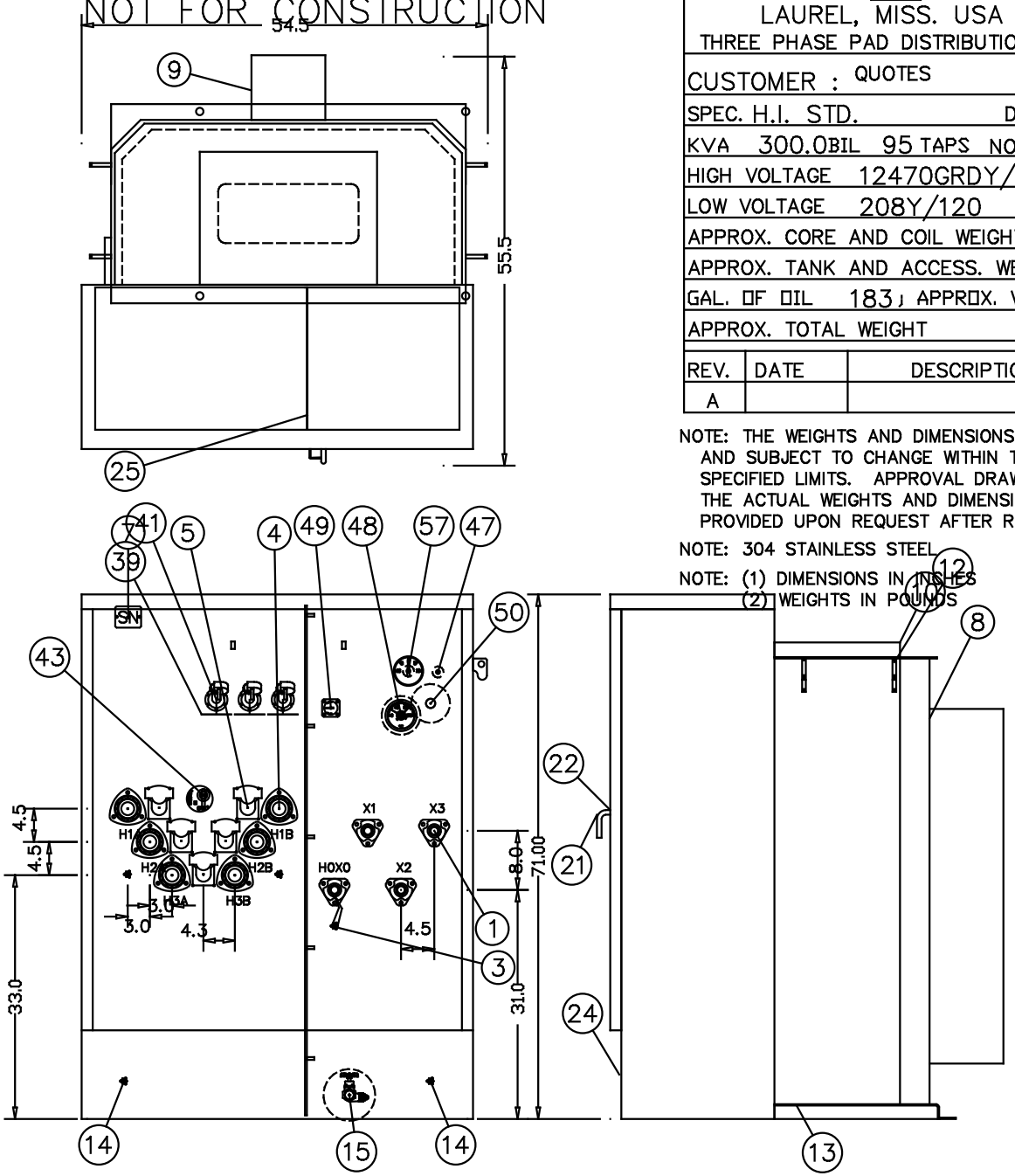
NAME:	LASER NAME PLATE	CC	857
DESCR:	LF/NT/2FUSE/2PLB/ Y-Y		
ID 3HBU0136	DWG: BU1908001		
SCALE 1.000	DWG BY	CHK BY	DATE 10/18/21

	DESCRIPTION
1	LV BUSHING W/ 1" STUD
3	1/2-13 GROUND PAD
4	HV LB INSERT UNIV 95 BIL 200A
5	3.95" LB PKG STAND-304 SS
7	NP ON DOOR SER ON TANK
8	TANK
9	COOLING RADIATORS
10	HANDHOLE & SECURITY COVER
12	LIFTING LUGS
13	JACKING PROVISIONS
14	1/2-13 GROUND PAD
15	1 IN DRAIN VALVE AND SAMPLER
21	PADLOCKABLE DOOR HANDLE
22	3 PT LATCH PENTA SEC BOLT
24	12 IN REMOVABLE SILL
25	METAL LV-HV BARRIER
39	DRIP SHIELD
41	BAYONET FUSE HOLDER
43	2 POSITION LOADBREAK SWITCH
47	VIAT,301-010-01N(T)
48	DIAL THERM W/MAX POINTER
49	2" MAGNETIC LL GAUGE
50	OIL LEVEL PLUG
57	PRES VAC GAUGE

	SPECIAL NOTES
A	BAY-O-NET FUSE
B	ISOLATION LINK FUSE
C	
D	
E	

CAT NO	9180001908002		
DWG BY:	BU	DATE:	10/18/21
APP BY:		CC.	745

NOT FOR CONSTRUCTION



DWG NO.	BU1908002

HOWARD INDUSTRIES INC.

LAUREL, MISS. USA 39440

THREE PHASE PAD DISTRIBUTION TRANSFORMERS

CUSTOMER :	QUOTES
SPEC. H.I. STD.	DATED
KVA	300.0BIL 95 TAPS NONE
HIGH VOLTAGE	12470GRDY/7200
LOW VOLTAGE	208Y/120
APPROX. CORE AND COIL WEIGHT	1908
APPROX. TANK AND ACCESS. WEIGHT	971
GAL. OF OIL	183, APPROX. WEIGHT 1373
APPROX. TOTAL WEIGHT	4252

REV.	DATE	DESCRIPTION	BY / APP
A			

NOTE: THE WEIGHTS AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CHANGE WITHIN THE CUSTOMER SPECIFIED LIMITS. APPROVAL DRAWINGS WITH THE ACTUAL WEIGHTS AND DIMENSIONS WILL BE PROVIDED UPON REQUEST AFTER RECEIPT OF ORDER.

NOTE: 304 STAINLESS STEEL

NOTE: (1) DIMENSIONS IN INCHES
(2) WEIGHTS IN POUNDS

BU1908002

NO. BU1908002

THREE PHASE TRANSFORMER DOE COMPLIANT

HOWARD INDUSTRIES LAUREL MS 39440 USA

READ INSTRUCTION HI 105 BEFORE OPERATING MFG

KVA 300 BIL HV 95 LV 30 KV 3.9 %IMP

HV 12470GRDY/7200 LV 208Y/120 AMPS 833

WT LB TANK 971 C&C 1908 TYPE II OIL 1373 LBS 183 GAL TOTAL 4252 LBS

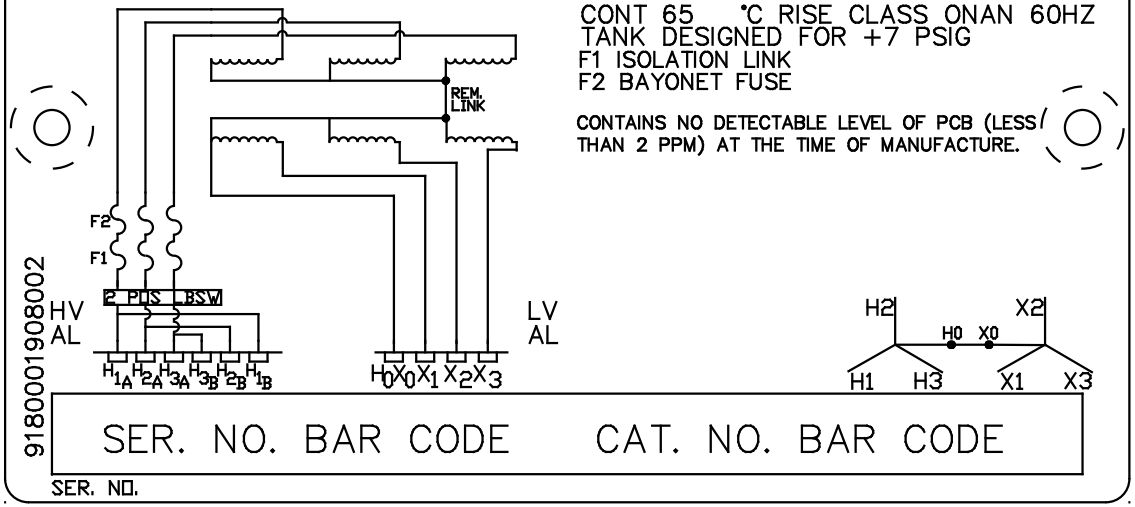
CONT 65 °C RISE CLASS ONAN 60HZ

TANK DESIGNED FOR +7 PSIG

F1 ISOLATION LINK

F2 BAYONET FUSE

CONTAINS NO DETECTABLE LEVEL OF PCB (LESS THAN 2 PPM) AT THE TIME OF MANUFACTURE.



9180001908002

SER. NO. BAR CODE CAT. NO. BAR CODE

SER. NO.

REV	DATE	REVISION	BY	APP

HOWARD INDUSTRIES INC.

LAUREL, MISS. USA 39440

MFG. OF DISTRIBUTION TRANSFORMERS

NAME:	LASER NAME PLATE	CC	857
DESCR:	LF/NT/2FUSE/2PLB/ Y-Y		
ID 3HBU0236	DWG: BU1908002		
SCALE 1.000	DWG BY	CHK BY	DATE 10/18/21

Customer Name: Power Line Supply

Attn: Vicky Smith
Email: **vicky_smith@uscco.com**

PROJECT REFERENCE: City of Charlevoix

WEG is pleased to present our quotation for three phase transformers. The attached proposal is based on our interpretation of any specifications, drawings and/or other information provided to WEG.

Any deviation from the attached bill of material(s), before or after receipt of order, may affect price and delivery. Due to the volatility of the raw materials market, strict interpretation of our quotation validation period must be adhered to. If your quote has expired, please consult your Account Specialist/Product Engineer for a quotation update. The quoted ship weeks will go into effect after all outstanding technical matters have been resolved. Ship weeks are based on plant loading at time of quotation. Please verify current ship weeks when placing an order. Please reference our quotation number and item number on all purchase orders and correspondence.

We will gladly provide any additional information that is required. Should you have any questions, please feel free to contact me or your authorized WEG distributor/sales representative. WEG appreciates the opportunity to provide a response to your inquiry, and we look forward to receiving your order.

Sincerely,

Holly Wassall

Holly Wassall
Account Specialist
Utility Sales
(636) 239-9327

General Conditions

Validity	From 10/20/2021 through **11/20/2021**
Product(s)	Three Phase Pad-Mount Transformer(s)
Location	Unit(s) will be manufactured in Washington, Missouri
Prices	Firm for the duration of the contract
Taxes	Federal, state, local or any other taxes, and tariffs are excluded.
Freight	FOB Destination - freight prepaid and allowed to
Payment	NET 30 days from invoice
Warranty	Standard - 12 months from date of installation, not to exceed 18 months from date of shipment

Quotation Comments

No specification was provided for this request. Transformers have been designed and quoted per the customer's emailed requirements. End user to review WEG's proposed technical specifications prior to placing purchase order.

Box pads for transformers to be provided by others.

Proposal Notes (1/2)

DRAWINGS

Any dimensions sent with this quotation are for indication only, and are not binding.

Please remember to request approval drawings at the time of purchase order if required. Approval drawings can be provided, if needed, two (2-4) weeks after receipt of complete order information depending on the type of unit and quantity of designs ordered. IF APPROVAL DRAWINGS ARE REQUIRED, shipment lead-time does not begin until drawings are returned approved by customer. IF NO APPROVAL DRAWINGS ARE REQUIRED, shipment lead-time will begin after receipt of complete order information. Orders entered "on HOLD for APPROVAL" and NOT released within three (3) weeks after receiving factory approval type drawings are subject to price increases at the time of release.

Record Drawings can be sent two weeks prior to shipment.

TECHNICAL NOTES

This Proposal is based on our interpretation of any Specifications, Drawings, and/or other information provided to WEG. Any deviations to the specification with be called out in the "Quotation Comments" section. Accuracy and completeness is the sole responsibility of the End User. If any item or service is not listed it is not included nor implied to be. All Items and services not shown or listed will be the responsibility of the Distributor, Contractor, and End User to furnish and/or provide. All Transformers are shipped with our standard Operations and Maintenance manual, unless otherwise indicated.

Impedance (%IZ nominal) and/or losses quoted are subject to the applicable ANSI tolerances. Average sound level shall not exceed NEMA standards. Rubber Goods such as primary elbow connectors, portable insulated standoff bushings, dead-end caps/plugs, as well as items such as hot sticks, hook sticks, padlocks, and special tools unless specified in the BOM, are customer supplied.

SHIPPING NOTES

Quoted lead-times are based on current factory loading and are subject to change. For more information, please consult the factory before placing an order.

Shipment will be made according to the current lead times after complete order information is received by the factory, inclusive of approval/record type drawings when requested at time of order. If additional information or clarifications are required, a delayed response from the customer may affect the ship date(s) of the unit(s). WEG cannot be held accountable for such delays.

Unless otherwise indicated in this proposal, standard delivery terms are F.O.B. WEG Factory, freight prepaid and allowed. Accurate and detailed ship to address and contact information is required at time of purchase order to assure correct shipping and handling. Freight is included in the proposed equipment price with the customer assuming all risk of loss and damage in transit and liable for cost, such as demurrage or detention, after the purchased equipment has left our loading docks or facility.

TERMS

Unless otherwise indicated in this proposal, payment terms are Net thirty (30) days from date of WEG's invoice. Invoice subject to SERVICE CHARGE if not paid within terms. Subject to credit approval.

Proposal Notes (2/2)

TESTING

This proposal includes standard factory testing. These tests are standard routine test as defined by the latest IEEE C57.12.00 and C57.12.90 standards. Pricing includes WEG "standard" factory tests below:

- Winding Resistance Measurements
- Ratio Test and phase relation
- No-Load Loss and Excitation Current
- Load Losses and Impedance Voltage
- Low Frequency Test
- Applied Voltage on Secondary
- Applied Voltage on Primary (Delta connected only)
- Induced Voltage
- Phase Relation
- Lightning Impulse Testing
- Auxiliary Wiring Dielectric
- Bushing Current Transformer
- Standard Lead Test of Fully Assembled Transformer
- Mechanical Inspection

Accuracy of test equipment is within +/- 3% traceable to national Bureau of Standards and calibrated annually. Additional testing beyond those listed will incur fees per schedule.

Certified test reports can be provided at no additional charge upon indication at time of purchase order placement. Additional testing beyond those listed under "Standard" factory tests are not included in the quoted cost and will incur fees per our "Special Test Prices & Schedule" (copy available upon request). These adders must be identified and added to the Purchase Order description and cost.

CANCELLATION SCHEDULE

If an order cancellation occurs after award, penalties will apply per WEG Cancellation schedule below:

SALES PRICE	STATUS
5%	Order Acknowledged
10%	Order Scheduled
15%	Drawings Issued
30%	Final Material Ordered
40%	Schedules Issued to Plant
50%	Tank Started
65%	Core Started
75%	Coil Started
100%	Core & Coil Assembly, Oven, Tanked, Tested, Final Assembly, Docked, Shipped

TERMS & CONDITIONS OF SALES

Orders must be issued to "WEG Transformers USA, LLC" and are subject to WEG's "Terms & Conditions of Sale". WEG Transformers USA LLC is an ISO certified company. WEG assumes no obligations or liabilities beyond those specified in these proposal notes and the WEG document entitled "Terms & Conditions of Sale" which is available for downloaded on our website www.weg.us or through the link:

https://www.weg.us/wp-content/uploads/2020/12/WEG-TC-Distribution-Transformers.pdf

WEG Transformers USA

One Pauwels Drive, Washington, MO 63090, USA
www.weg.us T: 1-636-239-9300 F: 1-636-239-9395

TECHNICAL SPECS

Date: 10/20/2021
Quotation Number: 495934938
Item Number: 0010

Customer Line No.:		**Quantity:**	1
Unit Price:	$11,636.00 USD	**Extended Price:**	$11,636.00 USD

Three Phase Pad-Mount Transformer(s)

kVA Rating:	300 kVA	**Model#:**	
	Mineral Oil Immersed	**Cooling Class:**	ONAN
		Frequency:	60 Hz
		Avg. Winding Rise:	65 °C
Primary Voltage:	12470 GrdY/7200	**Secondary Voltage:**	208Y/120
Primary BIL Rating:	95 kV	**Secondary BIL Rating:**	30 kV
HV Winding Matl:	AL	**LV Winding Matl:**	AL
High Voltage Taps:	N Taps - No Taps		

No Load Loss: 483 Watts @ 0 °C **Load Loss:** 2716 Watts @ 0 °C **Total Loss:** 3199 Watts
Impedance: 3.54 %

{ Tank Enclosure }

Welded Cover

Stainless steel exterior hardware
Cabinet Depth: 22 inches
Pentahead Security Bolts
Steel HV-LV Barrier

{ Paint Color } GREEN (Munsell 7.0GY3.29/1.5)

{ Bushings } Loop Feed ANSI Minimum Dimensions
Dead Front Primary Terminations: Wells , 6 Inserts
Secondary Terminations: Epoxy Bushings w/ 1 inch Diameter Studs
Neutral: H0X0 Grounding Switch

{ Protection }

Dual sensing Bayonet Fusing (C10/A05) w/Flapper Valve Bayonet Fuse Holder, PLASTIC Dripshield ( ),

{ Switching }

One ON/OFF Transformer Switch(300 Amps),

{ Additional Notes)

Pressure Relief Valve Viat 302-060-01N, Drain Valve w/ Sampler,
Liquid Level Gauge, Liquid Temp Gauge, Pressure Vacuum Gauge,
Drain Valve w/ Sampler in HV

Standards: Quoted in compliance with the latest applicable ANSI standards unless otherwise specified by the customer.
Shipment: 40 TO 42 WEEKS AFTER RECEIPT OF ORDER

WEG Transformers USA

One Pauwels Drive, Washington, MO 63090, USA
www.weg.us T: 1-636-239-9300 F: 1-636-239-9395

TECHNICAL SPECS

Date: 10/20/2021
Quotation Number: 495934938
Item Number: 0020

Customer Line No.:		**Quantity:**	1
Unit Price:	$16,175.00 USD	**Extended Price:**	$16,175.00 USD

Three Phase Pad-Mount Transformer(s)

kVA Rating:	300 kVA	**Model#:**	
	Mineral Oil Immersed	**Cooling Class:**	ONAN
		Frequency:	60 Hz
		Avg. Winding Rise:	65 °C
Primary Voltage:	12470 GrdY/7200	**Secondary Voltage:**	208Y/120
Primary BIL Rating:	95 kV	**Secondary BIL Rating:**	30 kV
HV Winding Matl:	AL	**LV Winding Matl:**	AL
High Voltage Taps:	N Taps - No Taps		

No Load Loss: 519 Watts @ 0 °C **Load Loss:** 2554 Watts @ 0 °C **Total Loss:** 3073 Watts
Impedance: 3.7 %

{ Tank Enclosure }

Welded Cover
Stainless steel tank, Stainless steel cabinet
Cabinet Depth: 22 inches
Steel HV-LV Barrier
Stainless steel exterior hardware, Stainless steel nameplate
Pentahead Security Bolts

{ Paint Color } GREEN (Munsell 7.0GY3.29/1.5)

{ Bushings } Loop Feed ANSI Minimum Dimensions
Dead Front Primary Terminations: Wells , 6 Inserts
Secondary Terminations: Epoxy Bushings w/ 1 inch Diameter Studs
Neutral: H0X0 Grounding Switch

{ Protection }

Dual sensing Bayonet Fusing (C10/A05) w/Flapper Valve Bayonet Fuse Holder, PLASTIC Dripshield ( ),

{ Switching }

One ON/OFF Transformer Switch(300 Amps),

{ Additional Notes)

Pressure Relief Valve Viat 302-060-01N, Drain Valve w/ Sampler,
Liquid Level Gauge, Liquid Temp Gauge, Pressure Vacuum Gauge,
Drain Valve w/ Sampler in HV

Standards: Quoted in compliance with the latest applicable ANSI standards unless otherwise specified by the customer.
Shipment: 30 TO 32 WEEKS AFTER RECEIPT OF ORDER

City Council Regular Meeting -

300 kVA Pad Mount Transformer

15-Nov-21

Manufacturer	300 kVA	12470GRDY/7200	95 kV BIL	208Y/120	30 kV BIL	Price	Warranty Months	Delivery Weeks	FOB
Howard BU-1907 [3]	X	X	X	X	X	$ 14,882.00	12	8-10	Destination
Howard BU-1908 [2]	X	X	X	X	X	$ 16,231.00	12	8-10	Destination
Howard BU-1908 [1]	X	X	X	X	X	$ 14,678.00	12	10-12	Destination
Howard BU-1908 [1,2]	X	X	X	X	X	$ 15,942.00	12	10-12	Destination
WEG	X	X	X	X	X	$ 11,636.00	12	40-42	Destination
WEG [2]	X	X	X	X	X	$ 16,175.00	12	30-32	Destination
Eaton	X	X	X	X	X	$ 13,036.00	12	31	SPFA
Eaton [2]	X	X	X	X	X	$ 18,515.00	12	31	SPFA

Notes

1. Amorphous Core
2. Stainless steel cabinet
3. Recommended Bid

HOWARD Hi INDUSTRIES

Howard Industries, Inc.
Utility Transformer Division
P.O. Box 1588
Laurel, MS 39441-1588
Phone: 601 425 3151
Fax: 601 649 8090

QUOTATION

CUSTOMER COPY

SILICON
REED CITY POWERLINE
420 ROTH STREET STE A
REED CITY, MI 49677

FOB: **DESTINATION**
PRICING: **FIRM FOR QUOTED SHIPMENT**
AGENT: **KW ASSOCIATES**

VALIDITY: **30 DAYS**
TERMS: **NET 30 DAYS**
INQUIRY: **CITY OF CHARLEVOIX**

QUOTATION NO: **BU-1907**
QUOTATION DATE: **10/19/2021**
PAGE NO: **1**

Item	Qty	Description	Unit Price	Shipment ARO
ITEM 1	1	PRODUCT: 3-PHASE PADMOUNT ANSI C57.12.34 DEAD FRONT SINGLE VOLTAGE KVA: 300 KVA HV: 12470GRDY/7200 + GRD 95KV BIL LV: 208Y/120 30KV BIL TAPS: NO TAPS OIL TYPE: MINERAL	$14,882.00	08-10 WKS
ITEM 2	1	PRODUCT: 3-PHASE PADMOUNT ANSI C57.12.34 DEAD FRONT SINGLE VOLTAGE KVA: 300 KVA HV: 12470GRDY/7200 + GRD 95KV BIL LV: 208Y/120 30KV BIL TAPS: NO TAPS OIL TYPE: MINERAL STAINLESS STEEL ALTERNATE. QUOTED PER CUSTOMER INQUIRY DATED 10/18/2021 NON EVALUATED THREE PHASE PADMOUNT, DEAD FRONT, LOOP FEED, WELLS AND INSERTS, BAYONET FUSING, LOADBREAK SWITCH, SECONDARY STUDS, GAUGES. DOE 2016 COMPLIANT. ORDERS REQUIRING APPROVAL DRAWINGS: LEADTIMES QUOTED ASSUME THAT APPROVAL DRAWINGS WILL BE SIGNED AND RETURNED TO HOWARD INDUSTRIES WITHIN TWO WEEKS OF RECEIPT OF SAID DRAWING. SHOULD THE PROCESS REQUIRE ANY ADDITIONAL TIME BEYOND THESE TWO WEEKS, THAT ADDITIONAL TIME WILL BE ADDED TO THE QUOTED LEADTIME. TRANSFORMERS ON THIS QUOTATION ARE DESIGNED TO COMPLY WITH DOE EFFICIENCY	$16,231.00	08-10 WKS

CONTINUED ON NEXT PAGE

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Document: 2.3.01
Revision:
Authorized: RSS.

HOWARD Hi INDUSTRIES

Howard Industries, Inc.
Utility Transformer Division
P.O. Box 1588
Laurel, MS 39441-1588
Phone: 601 425 3151
Fax: 601 649 8090

QUOTATION

CUSTOMER COPY

SILICON
REED CITY POWERLINE
420 ROTH STREET STE A
REED CITY, MI 49677

FOB: **DESTINATION**
PRICING: **FIRM FOR QUOTED SHIPMENT**
AGENT: **KW ASSOCIATES**

VALIDITY: **30 DAYS**
TERMS: **NET 30 DAYS**
INQUIRY: **CITY OF CHARLEVOIX**

QUOTATION NO: **BU-1907**
QUOTATION DATE: **10/19/2021**
PAGE NO: **2**

Item	Qty	Description	Unit Price	Shipment ARO
		REQUIREMENTS EFFECTIVE FOR COVERED TRANSFORMERS COMPLETING MANUFACTURE BEGINNING JANUARY 1, 2016.		

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LAST PAGE

SUBMITTED BY SANDY BENOIT

Document: 2.3.01
Revision:
Authorized: RSS.

Standard Terms and Conditions
For the Sale of Fluid-Filled Distribution Transformers
(Domestic)

General

The standard terms and conditions as stated herein constitute the sales contract between Howard Industries, Inc., (hereinafter referred to as “Supplier") and the Purchaser, unless otherwise noted on a Supplier quotation or order acknowledgement. In the event of a conflict between the provisions of a Supplier quotation or order acknowledgement and the standard terms and conditions as stated herein, the provisions of the Supplier’s quotation or order acknowledgement shall prevail.

No part of these standard terms and conditions may be altered nor may any additions or deletions be made unless authorized in writing by the Supplier’s Marketing Department.

Quotations

Prices shall be quoted F.O.B. destination, freight prepaid. Quoted prices shall not include sales, use, excise, or any other state and local taxes for which the Purchaser may be liable. Written and verbal quotations shall expire thirty (30) days from the date of the quotation.

Purchase Orders

All purchase orders shall be subject to the approval of the Supplier’s Marketing Department. The Supplier shall reserve the right to decline any order.

Schedules

Upon receipt of a purchase order and its entry into the production schedule, the Supplier shall send to the Purchaser an acknowledgment, which states and estimated shipping schedule. It shall be the Supplier’s intent to honor this schedule if at all possible.

The Supplier shall not be held liable for delay in performance or failure to perform its obligations, if such delay or failure to perform results from situations not reasonably within the Supplier’s control, including acts of God, strikes or other labor disputes, civil or military insurrection or riot, delays in transportation, delays as a result of poor vendor performance; causalities such as fire or explosion, or the acts, regulations, or restrictions of governmental authorities.

In cases where the Purchaser requires approval drawings, the production schedule shall begin on the date the approved drawings are received by the Supplier’s Marketing Department. This schedule shall be based on current production capabilities and shall supersede any previously stated schedule.

Modification of existing orders by the Purchaser may cause a change in the originally stated shipping schedule.

The Supplier reserves the right to manufacture and ship any items in advance of the acknowledged shipping schedule, unless expressly forbidden by the Purchaser at the time of the order entry.

Cancellation and Modification

The Supplier may hold the Purchaser liable for any expenses incurred or commitments made on any purchase order which is canceled or modified by the Purchaser. In the event the Supplier chooses to manufacture any items in advance of the acknowledged schedule and such advance manufacture is not expressly forbidden by the Purchaser, such advance manufacture shall not void the Purchaser’s liability for modifications and cancellation charges as stated herein.

Payment

All accounts are payable net thirty (30) days after the date of the invoice. If Purchaser fails to pay any invoice in full within the time stated in the payment terms hereof, Seller may, without notice, accelerate the due date of all outstanding invoices and require that all outstanding invoices, including any interest thereon, be immediately due and payable in full.

Warranty

Howard Industries, Inc. (hereinafter "Supplier") warrants to the original Purchaser that distribution transformers (hereinafter "Equipment") manufactured by Supplier shall be free from defects in material and workmanship under normal use and service conditions. The term of this Warranty shall be the lesser of twelve (12) months from the date of initial installation or eighteen (18) months from date of manufacture.

If within the Warranty period any Equipment shall be proved to Supplier's satisfaction to be defective, such Equipment shall be repaired or replaced at the Supplier's option. Decision on the method and extent of repairs rests solely with Supplier. Supplier's obligation hereunder shall be limited to such repair or replacement, F.O.B. its factory, and shall be conditioned upon Supplier's receiving written notice of any alleged defect within ten (10) days after its discovery and at Supplier's option, return of such Equipment or parts prepaid to Supplier's factory. The costs for removal of defective Equipment and re-installation of repaired or replaced Equipment shall be at Purchaser's expense.

In order to be covered by this Warranty, the Equipment must be properly installed according to accepted industry practices and protected by properly installed and coordinated voltage surge suppressors, current overload, and other current protective devices as appropriate. This Warranty does not cover Equipment that has been subjected to negligence, abuse, accident, damage by circumstances beyond Supplier's reasonable control; improper installation, operation, maintenance or storage; modification other than by Supplier; or storage or operation in "Unusual Service Conditions" as defined by IEEE Standard C57.12.00.

In order to qualify for repair or replacement under the provisions of this Warranty, the Supplier may require that defective Equipment be returned to the Supplier's factory and in such event will provide written authorization to Purchaser. The Supplier will not be responsible for Equipment returned without such written authorization. The Supplier will assume no liability for expenses incurred for repair or replacement of Equipment that is not in accordance with the provisions of this Warranty.

THIS WARRANTY STATES THE SUPPLIER'S ENTIRE AND EXCLUSIVE LIABILITY AND THE PURCHASER'S EXCLUSIVE REMEDY AND SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY SORT, EXPRESS OR IMPLIED, EXCEPT THAT OF TITLE, AND SUPPLIER HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, COURSE OF DEALING, USAGE OF TRADE AND FITNESS FOR A PARTICULAR PURPOSE, NOTWITHSTANDING ANY PURPORTED TERMS AND CONDITIONS CONTAINED IN ANY DOCUMENT PREPARED BY PURCHASER IN CONNECTION WITH THIS SALE. SUPPLIER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS.

Standard Transformer Warranty
Fluid-Filled Distribution Transformers
(Domestic Sale)

Howard Industries, Inc. (hereinafter "Supplier") warrants to the original Purchaser that fluid-filled distribution transformers (hereinafter "Equipment") manufactured by Supplier shall be free from defects in material and workmanship under normal use and service conditions. The term of this Warranty shall not exceed the lesser of twelve (12) months from date of initial installation or eighteen (18) months from date of manufacture.

If within the Warranty period any Equipment shall be proved to Supplier's satisfaction to be defective, such Equipment shall be repaired or replaced at the Supplier's option. Decision on the method and extent of repairs rests solely with Supplier. Supplier's obligation hereunder shall be limited to such repair or replacement, F.O.B. its factory, and shall be conditioned upon Supplier's receiving written notice of any alleged defect within ten (10) days after its discovery and at Supplier's option, return of such Equipment or parts prepaid to Supplier's factory. The costs for removal of defective Equipment and re-installation of repaired or replaced Equipment shall be at Purchaser's expense.

In order to be covered by this Warranty, the Equipment must be properly installed according to accepted industry practices and protected by properly installed and coordinated voltage surge suppressors, current overload, and other current protective devices as appropriate. This Warranty does not cover Equipment that has been subjected to negligence, abuse, accident, or damage after delivery to Purchaser; improper installation, operation, maintenance or storage; modification other than by Supplier; or storage or operation in "Unusual Service Conditions" as defined by IEEE Standard C57.12.00.

In order to qualify for repair or replacement under the provisions of this Warranty, the Supplier may require that defective Equipment be returned to the Supplier's factory and in such event shall provide written authorization to Purchaser. The Supplier shall not be responsible for Equipment returned without such written authorization. The Supplier shall assume no liability for expenses incurred for repair or replacement of Equipment that is not in accordance with the provisions of this Warranty.

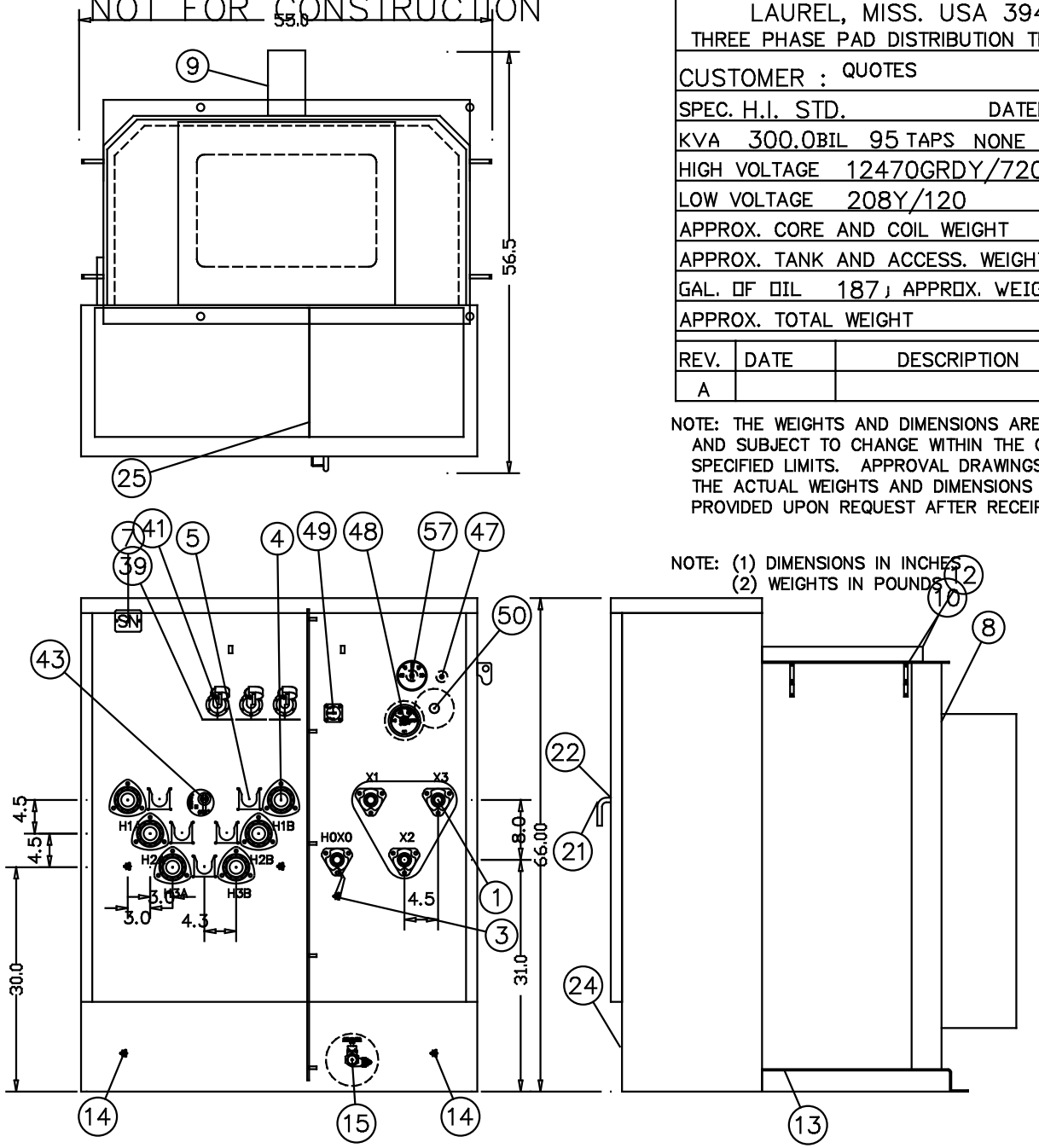
THIS WARRANTY STATES THE SUPPLIER'S ENTIRE AND EXCLUSIVE LIABILITY AND THE PURCHASER'S EXCLUSIVE REMEDY AND SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY SORT, EXPRESS OR IMPLIED, EXCEPT THAT OF TITLE. SUPPLIER HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, COURSE OF DEALING, USAGE OF TRADE AND FITNESS FOR A PARTICULAR PURPOSE, NOTWITHSTANDING ANY PURPORTED TERMS AND CONDITIONS CONTAINED IN ANY DOCUMENT PREPARED BY PURCHASER IN CONNECTION WITH THIS SALE. SUPPLIER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS.

	DESCRIPTION
1	LV BUSHING W/ 1" STUD
3	1/2-13 GROUND PAD
4	HV LB INSERT UNIV 95 BIL 200A
5	LOADBREAK PARKING STAND
7	NP ON DOOR, SERIAL ON TANK
8	TANK
9	COOLING RADIATORS
10	HANDHOLE & SECURITY COVER
12	LIFTING LUGS
13	JACKING PROVISIONS
14	1/2-13 GROUND PAD
15	1 IN DRAIN VALVE AND SAMPLER
21	PADLOCKABLE DOOR HANDLE
22	3 PT LATCH PENTA SEC BOLT
24	12 IN REMOVABLE SILL
25	METAL LV-HV BARRIER
39	CLIP ON DRIP SHIELD
41	BAYONET FUSE HOLDER
43	2 POSITION LOADBREAK SWITCH
47	PRV VIAT 301-010-01N
48	DIAL THERM W/MAX POINTER
49	2" MAGNETIC LL GAUGE
50	OIL LEVEL PLUG
57	PRES VAC GAUGE

	SPECIAL NOTES
A	BAY-O-NET FUSE
B	ISOLATION LINK FUSE
C	
D	
E	

CAT NO	9180001907001		
DWG BY:	BU	DATE:	10/18/21
APP BY:		CC.	745

NOT FOR CONSTRUCTION



DWG NO.	BU1907001
HOWARD INDUSTRIES INC.	
LAUREL, MISS. USA 39440	
THREE PHASE PAD DISTRIBUTION TRANSFORMERS	
CUSTOMER :	QUOTES
SPEC. H.I. STD.	DATED
KVA	300.0BIL 95 TAPS NONE
HIGH VOLTAGE	12470GRDY/7200
LOW VOLTAGE	208Y/120
APPROX. CORE AND COIL WEIGHT	1799
APPROX. TANK AND ACCESS. WEIGHT	846
GAL. OF OIL	187, APPROX. WEIGHT 1403
APPROX. TOTAL WEIGHT	4048

REV.	DATE	DESCRIPTION	BY / APP
A			

NOTE: THE WEIGHTS AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CHANGE WITHIN THE CUSTOMER SPECIFIED LIMITS. APPROVAL DRAWINGS WITH THE ACTUAL WEIGHTS AND DIMENSIONS WILL BE PROVIDED UPON REQUEST AFTER RECEIPT OF ORDER.

NOTE: (1) DIMENSIONS IN INCHES
(2) WEIGHTS IN POUNDS

BU1907001

NO. BU1907001

THREE PHASE TRANSFORMER DOE COMPLIANT

HOWARD INDUSTRIES LAUREL MS 39440 USA

READ INSTRUCTION HI 105 BEFORE OPERATING MFG

KVA 300 BIL HV 95 LV 30 KV 4.9% IMP

HV 12470GRDY/7200 LV 208Y/120 AMPS 833

WT LB TANK 846 C&C 1799 TYPE II OIL 1403 LBS 187 GAL TOTAL 4048 LBS

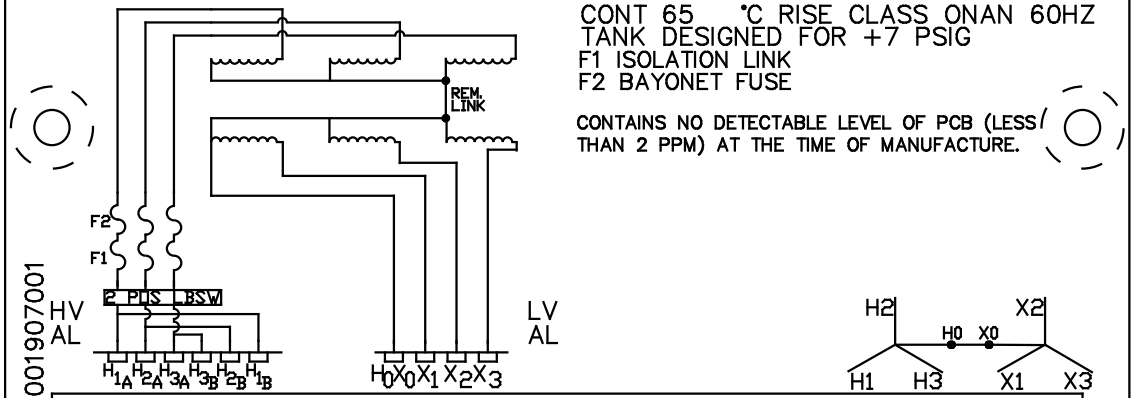
CONT 65 °C RISE CLASS ONAN 60HZ

TANK DESIGNED FOR +7 PSIG

F1 ISOLATION LINK

F2 BAYONET FUSE

CONTAINS NO DETECTABLE LEVEL OF PCB (LESS THAN 2 PPM) AT THE TIME OF MANUFACTURE.



9180001907001

SER. NO. BAR CODE CAT. NO. BAR CODE

SER. NO.

REV	DATE	REVISION	BY	APP

HOWARD INDUSTRIES INC.

LAUREL, MISS. USA 39440

MFG. OF DISTRIBUTION TRANSFORMERS

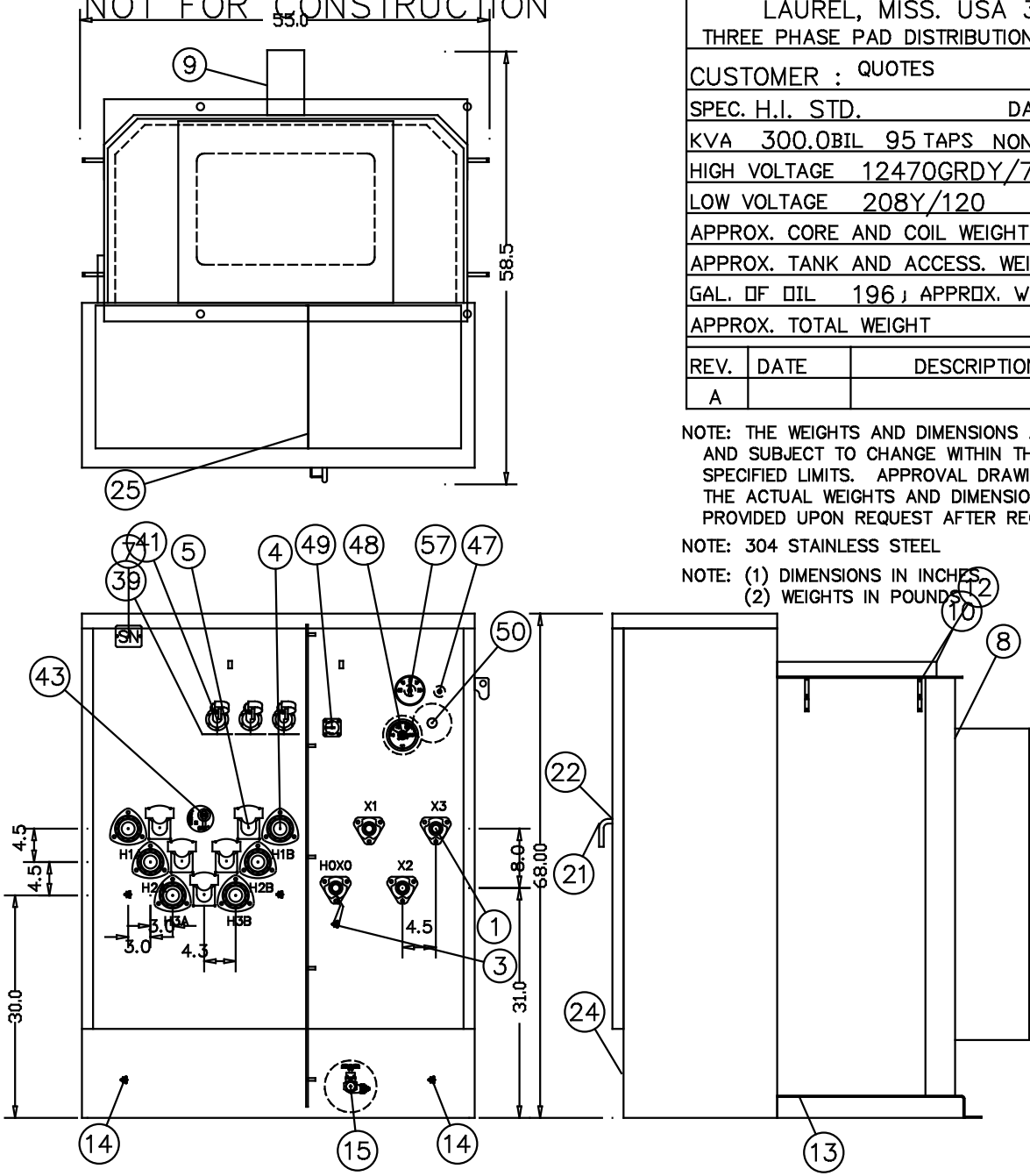
NAME:	LASER NAME PLATE	CC	857
DESCR:	LF/NT/2FUSE/2PLB/ Y-Y		
ID 3GBU0136	DWG: BU1907001		
SCALE 1.000	DWG BY	CHK BY	DATE 10/18/21

	DESCRIPTION
1	LV BUSHING W/ 1" STUD
3	1/2-13 GROUND PAD
4	HV LB INSERT UNIV 95 BIL 200A
5	3.95" LB PKG STAND-304 SS
7	NP ON DOOR SER ON TANK
8	TANK
9	COOLING RADIATORS
10	HANDHOLE & SECURITY COVER
12	LIFTING LUGS
13	JACKING PROVISIONS
14	1/2-13 GROUND PAD
15	1 IN DRAIN VALVE AND SAMPLER
21	PADLOCKABLE DOOR HANDLE
22	3 PT LATCH PENTA SEC BOLT
24	12 IN REMOVABLE SILL
25	METAL LV-HV BARRIER
39	DRIP SHIELD
41	BAYONET FUSE HOLDER
43	2 POSITION LOADBREAK SWITCH
47	VIAT,301-010-01N(T)
48	DIAL THERM W/MAX POINTER
49	2" MAGNETIC LL GAUGE
50	OIL LEVEL PLUG
57	PRES VAC GAUGE

	SPECIAL NOTES
A	BAY-O-NET FUSE
B	ISOLATION LINK FUSE
C	
D	
E	

CAT NO	9180001907002		
DWG BY:	BU	DATE:	10/18/21
APP BY:		CC.	745

NOT FOR CONSTRUCTION



DWG NO.	BU1907002
HOWARD INDUSTRIES INC.	
LAUREL, MISS. USA 39440	
THREE PHASE PAD DISTRIBUTION TRANSFORMERS	
CUSTOMER :	QUOTES
SPEC. H.I. STD.	DATED
KVA	300.0BIL 95 TAPS NONE
HIGH VOLTAGE	12470GRDY/7200
LOW VOLTAGE	208Y/120
APPROX. CORE AND COIL WEIGHT	1799
APPROX. TANK AND ACCESS. WEIGHT	904
GAL. OF OIL	196 APPROX. WEIGHT 1471
APPROX. TOTAL WEIGHT	4174

REV.	DATE	DESCRIPTION	BY / APP
A			

NOTE: THE WEIGHTS AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CHANGE WITHIN THE CUSTOMER SPECIFIED LIMITS. APPROVAL DRAWINGS WITH THE ACTUAL WEIGHTS AND DIMENSIONS WILL BE PROVIDED UPON REQUEST AFTER RECEIPT OF ORDER.

NOTE: 304 STAINLESS STEEL

NOTE: (1) DIMENSIONS IN INCHES.
(2) WEIGHTS IN POUNDS.

BU1907002

0.049 91806211N,6M, 9,37,H01 , 1, 2, 45 564624, 685171,2, 505,2, 2409 59000000.210

NO. BU1907002

THREE PHASE TRANSFORMER DOE COMPLIANT

HOWARD INDUSTRIES LAUREL MS 39440 USA

READ INSTRUCTION HI 105 BEFORE OPERATING MFG

KVA 300 BIL HV 95 LV 30 KV 4.9 %IMP

HV 12470GRDY/7200 LV 208Y/120 AMPS 833

WT LB TANK 904 C&C 1799 TYPE II OIL 1471 LBS 196 GAL TOTAL 4174 LBS

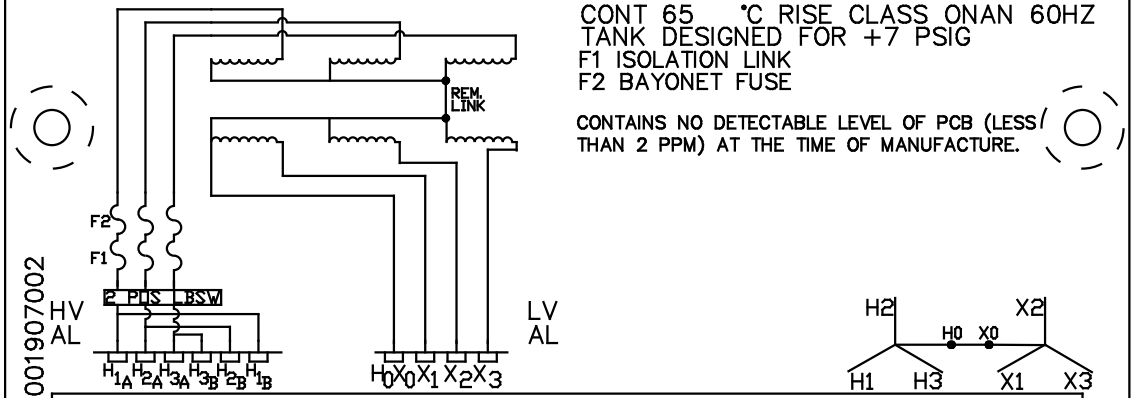
CONT 65 °C RISE CLASS ONAN 60HZ

TANK DESIGNED FOR +7 PSIG

F1 ISOLATION LINK

F2 BAYONET FUSE

CONTAINS NO DETECTABLE LEVEL OF PCB (LESS THAN 2 PPM) AT THE TIME OF MANUFACTURE.



9180001907002

SER. NO. BAR CODE CAT. NO. BAR CODE

SER. NO.

REV	DATE	REVISION	BY	APP

HOWARD INDUSTRIES INC.

LAUREL, MISS. USA 39440

MFG. OF DISTRIBUTION TRANSFORMERS

NAME:	LASER NAME PLATE	CC	857
DESCR:	LF/NT/2FUSE/2PLB/ Y-Y		
ID 3GBU0236	DWG: BU1907002		
SCALE 1.000	DWG BY	CHK BY	DATE 10/18/21

CHARLEVOIX CITY COUNCIL

Consent Agenda

TITLE: Grand Traverse Band of Ottawa & Chippewa Indians Grant Application

DATE: November 15, 2021

BACKGROUND:

The Grand Traverse Band of Ottawa and Chippewa Indians (GTB) pays 2% of its video gaming revenue to local units of government through a grant process. GTB requires the local unit of government to endorse all grant submittals. Joppa House Ministries is seeking $21,500 for their transitional home for women and children.

RECOMMENDATION:

Motion to authorize the City Manager to sign the 2% allocation grant application for Joppa House and forward it to GTB for their consideration.

ATTACHMENTS:

- Joppa House Grant Application

Tribal Council Allocation of 2% Funds
Application Form

PLEASE NOTE:

Under the terms of the consent decree, which settled *Tribes v. Engler* (Case No. 1:90-CV-611, U.S. Dist. Ct., West. Dist. Mich.), the Grand Traverse Band of Ottawa and Chippewa Indians, as defined in the stipulation, has agreed to pay 2% of its video gaming revenue to local units of government (i.e., local township, village, city, county board of commissioners, public school system).

***ONLY APPPLICATIONS FROM LOCAL UNITS OF GOVERNMENT LOCATED WITHIN GTB'S 6-COUNTY SERVICE AREA WILL BE CONSIDERED FOR 2% FUNDING**

1. Allocation Cycle: ☐ JUNE – New submission date, Postmarked by **MAY 31st**
   ☑ DECEMBER – New submission date, Postmarked by **NOVEMBER 30th**

2. Name of Applicant: City of Charlevoix - Joppa House Ministries
   Address: 210 State St.
   Charlevoix, MI 49720
   Phone #: 231-547-3270 Fax #: 231-547-3617
   Printed Name: Mark Heydlauff

   - **Authorized Signature:** _____
     (Signature of local unit of government official; e.g., county/city official, township supervisor, village president, college president, school superintendent)

   Title: City Manager
   E-mail address: markh@charlevoixmi.gov

   Printed Name of contact person: Mark Heydlauff
   Telephone #: 231-547-3270 Fax #: 231-547-3617
   E-mail address: markh@charlevoixmi.gov

3. Type of Applicant:
   X Local Government _____ Local Court
   _____ Township _____ County Commissioner _____ Road Commission
   _____ Public School District _____ College _____ Charter School
   _____ Public Library _____ Sheriff/Police Department _____ Fire Department
   X 501c3 applying through local unit of government (name): Joppa House Ministries

4. Fiscal Data:

Amount Requested:	$ 21,500	Percent: 13 %
Local Leveraging: (Match)	$ 144,500	Percent: 87 %
Total Budget:	$ 166,000	Percent: 100 %

5. Target Population numbers: (Indicate the number of GTB members)

X Children X Adults X Elders

_____ Total GTB member Community _____ Others

6. Counties Impacted:

X Antrim X Benzie X Charlevoix

X Grand Traverse X Leelanau X Manistee

7. Brief Description (purpose of funding); include statement of need:

Joppa House Ministries (a 501c3 non-profit ministry of Third Day Fellowship Inc.) is a women's recovery residence that provides a safe and rehabilitative environment for women and their children (if appliciable) to address addiction related issues. As of September 2020 Joppa House has transitioned to strictly serving those with substance use disorders. Transitional housing is important for women working to recover from addictions. For many women who enter rehabilitation programs, it is important to leave their original environment to get help. Lack of emotional, mental, physical, and spiritual support in a person's family of origin is often the root cause of drug abuse. Home, work, social environments, former friends or family members can be detrimental and lead to a potential relapse for a recovering addict. Our recovery residences provide a clean, safe and supportive environment to develop healthy habits, life skills and learn the value of of a daily routine that is free from drug and alcohol use. The transitional recovery-based housing that Joppa House Campuses provide are a critical step to help women in recovery find a stronger foothold before they enter independent living or return home ultimately leading to long-term recovery for her as an individual. Our program requires our 6 Module Life Skill Curriculum (Stepping Stones) and recovery programming (see attached). Each woman is required to adhere to the Outlooks to graduate the program. Weekly Case Management reviews their progress with the goal of empowering our residents to be gainfully employed and transition into independent living, becoming productive citizens of our society. Joppa House collaborates with recovery resources and referrals for mental health, medical needs, medically assisted treatment needs, human trafficking and domestic violence. Since transitioning in 2020 to a recovery residence, JH has served 23 women in recovery. Three graduated after 9 months at our bi-annual graduation.

One of those graduates are now on our staff! Currently we have 10 women in residency. In February of 2021, Joppa House Ministries purchased a second home. We can now serve 16 women!
This grant funding will allow our staff and volunteers to continue to provide for resident needs such as: food (7300.00), clothing, drug testing, auto expenses, and house operational expenses (3180.00), medical needs (535.00), utilities (8425.00), curriculum (360.00) and resident activities (1700.00).
Joppa House boasts a 75% success rate (past and present) of empowered women sustaining independent living after receiving our training. Our staff and volunteers are closely involved in mentoring past residents, ensuring their success during their transition into independent living.
www.joppahouseministries.org

City Council Regular Meeting -

8. This question only pertains to Indian Education Programs of Public School Systems. If you are not an Indian Education Program of a Public School system, skip to question 9.

(a) **Program formula: (1) $5,000, up to $10,000 per school district + ($1,000, up to $1,500 x # of GTB member students) = allocation. The increase to the formula will be determined by the previous timely 2% report received, and the data provided within the report on the success of the school's Indian Education Program as a result of the 2% allocation.**

Please note: 1) In completing this section, only provide the student numbers of currently enrolled GTB members; do not include the general Native American data of your school system; and 2) there will be a cap of $100,000, up to $125,000 per school, based on the school's GTB membership count and data provided within the 2% report received from the previous year.

(b) Recommendation from Parent Committee: ☐ YES ☐ NO

Please have the Parent Committee sign the attached Certification Form.

(c) Describe parent involvement in project: _____

_____

(d) Does the school receive Title VII Indian Education Funds? ☐ YES ☐ NO

If yes, how much: _____

9. What are the start and completion dates of the proposed project?

Start 1/1/22 Completion 12/31/22

10. Has applicant received prior awards through the Tribe's 2% funding allocation?

☑ YES ☐ NO. If yes, please list the start and end dates and amount:

1/1/21 - 12/31/21 and amounts: 14,000.00

1/1/20 - 12/31/20 and amounts: 11,200.00

1/1/19 - 12/31/19 and amounts: 10,000.00

11. Is the proposed project new _____ or a continuation project X ?

If this is a continuation project, please explain why there is a need to continue funding:

Joppa House is a 501c3 non-profit organization totally dependent on private contributions, fundraising, and grant funding.

Joppa House has been operational for nearly 8 years, providing a safe, rehabilitative transitional housing for women in recovery.

Continued funding is needed to keep this program available to women and their children.

City Council Regular Meeting -

12. If the previous project has been completed, did you submit your 2% report? ☑ YES ☐ NO.
The 2% report must be submitted one year from the date you received your 2% award. If your report has not been submitted, <u>your current application will not be considered!</u> 2% Reports are mandatory for future grant considerations. Mail your 2% report to: Attn: 2% Reports; GTB, 2605 N.W. Bay Shore Drive, Peshawbestown, MI 49682.

13. Impact of Gaming on local program: (e.g., increase in student population, resulting from increase in Tribal employment or increase in emergency services to Casino patrons).
Joppa House offers shelter and employment support to both Casino patrons and employees. The Casino has the potential to be employment opportunities for Joppa House residents.

14. How will the success of the project be assessed (evaluation plan)? Success is evaluated both quantitatively and qualitatively. Quantitative success is the number of women and children who have utilized our services. Qualitative success is measured by the long-term ability of past residents to maintain independent living. Joppa House boast a 75% success rate in both.

15. If new staff is required, will preference be given to Native American applicants?
☑ YES ☐ NO

16. Budget: Please attach a one-page itemization of the planned budget. Include explanation for each category of the budget.

<u>IMPORTANT!! BEFORE YOU MAIL YOUR 2% APPLICATION, PLEASE REMEMBER TO:</u>

1) Execute authorized signature on first page, question #2.
2) Attach 1-page budget
3) Attach Parent Committee Certification Form if application is from an Indian Education/Title VII Program.
3) Submit by appropriate deadline:
   - **<u>If for June cycle, postmarked by May 31st.</u>**
   - **<u>If for December cycle, postmarked by November 30th.</u>**

Mail completed 2% applications to:

Attention: 2% Program
Grand Traverse Band of Ottawa and Chippewa Indians
2605 N.W. Bay Shore Drive
Peshawbestown, MI 49682

If you have any questions, please call 231-534-7601.

City Council Regular Meeting -

Grand Traverse Band of Ottawa and Chippewa Indians 2% Indian Education Parent Committee Certification Form

Instructions: By filling out this form, you are certifying that only one 2% application is being submitted for your school district's Indian Education/Title VII program.

We affirm that we have participated in providing information regarding the content of this 2% application for the Grand Traverse Band of Ottawa and Chippewa Indians (GTB).

We affirm that previous 2% reports have been submitted to GTB for 2% funding that this school district has received from GTB.

As current members of this school district's Parent Committee for the Indian Education Program/Title VII, we approve of and certify that this 2% application is being submitted on behalf of the _____ School District.
(Name of school district)

Print Name	Sign Name	Date
Print Name	Sign Name	Date
Print Name	Sign Name	Date
Print Name	Sign Name	Date
Print Name	Sign Name	Date
Print Name	Sign Name	Date

City Council Regular Meeting -

JOPPA HOUSE/801 803 CAMPUS
2022 PROPOSED BUDGET

INCOME			**EXPENSE**	
RESIDENTS	$ 25,000.00			
FUNDRAISING	$ 68,000.00			
CONTRIBUTIONS	$ 51,500.00			
GRANTS	$ 21,500.00			
TOTAL	**$ 166,000.00**			
			ACCOUNTING FEES	$ -
			ADVERTISING	$ 16,000.00
			AUTO/FUEL	$ 1,500.00
			BANK CHARGES	$ 100.00
			BENEVOLENCE	$ 50.00
			CONFERENCES	$ 200.00
			CURRICULUM	$ 500.00
			DUES/PASTORAL	$ 400.00
			DISCRETIONARY FUND	$ 2,000.00
			ENCOURAGEMENT	$ 1,000.00
			FUNDRAISING EXPENSE	$ 2,000.00
			HEALTH INS. (H.S.A.)	$ 1,200.00
			INSURANCE - INSURANCE	$ 6,000.00
			LANDSCAPING EXPENSE	$ 600.00
		***PAYROLL**	**PAYROLL EXPENSE*	$ 104,000.00
		DIRECTOR: $33,600.00	OFFICE SUPPLIES/EQUIP	$ 300.00
		A. DIRECTOR: $24,400.00	PASTORAL EXPENSE	$ 350.00
			POSTAGE	$ 300.00
			RELIEF FUND	$ 1,000.00
			REPAIRS/MAINTENANCE	$ 1,500.00
			RETIREMENT FUND	$ 1,200.00
		HOUSE OPER. EXPENSE	GROCERIES/FOOD	$ 10,000.00
			CLOTHING	$ 300.00
			DRUG TESTING	$ 1,000.00
			AUTO EXPENSE	$ 2,000.00
			CHILD CARE	$ -
			MEDICAL NEEDS	$ 500.00
			ACTIVITIES	$ 2,000.00
		UTILITIES	PHONE	$ 1,200.00
			ELECTRIC	$ 3,600.00
			HEAT	$ 2,500.00
			TRASH	$ 800.00
			SUBSCRIPTIONS	$ 100.00
			INTERNET	$ 1,800.00
		TOTAL		**$ 166,000.00**

11/8/21

FROM: Joppa House Ministries
PO Box 174
Charlevoix, MI 49720

TO: Tribal Council

Thank-you for your continued support of Joppa House Women's Transitional Home in Charlevoix!

In 2020, I approached my Executive Board of Directors regarding the trend I was seeing in the applicants and residents I received to come into residency at Joppa House. That trend indicated the great need for transitional housing for women (with their children if applicable) who were coming out of rehabilitation facilities around the north for substance use disorders. Every application I received for a potential resident was someone struggling with addictions to drugs and alcohol

This trend made me realize that we were seeing a culture shift and Joppa House needed to shift with it. During the COVID restrictions in the spring of 2020, my team and I developed our recovery programming modeled after a women's recovery residence in Indiana. We launched that recovery program in September of 2020, transitioning Joppa House into a 'recovery residence'. This program has proven to be very successful! Nine months after employing our new program, we graduated three residents...two went back home but one is now on staff as the 801 Campus Supervisor!

In February of 2021, the house adjacent (803 State St) to our current house (801 State St) became available. We were able to purchase that house to expand our ministry. We now have two houses, (we call 'Campuses'), to serve up to 16 women in recovery!!!!

I have attached photos of both our houses as well as included copies of our Michigan Association of Recovery Residences certification and our 6 Outlooks to Healing and Independence that outline our recovery program.

I hope this gives you an understanding of what we do at our Joppa House Campuses.
Thank-you for considering this worthy cause in your grant making process!

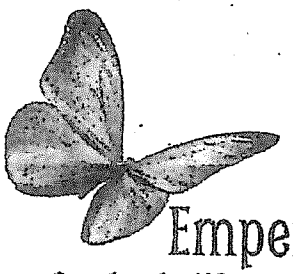
Blessings,

Rev. Ginger Stevens

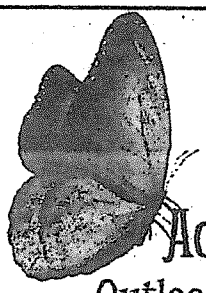
Pastor Ginger Stevens
Director, Joppa House Ministries
231-330-2643

The Joppa House 6

– Outlooks to Independence and Healing –

Outlook	Primary Objectives	Overall Outlook Goals
 Chrysalis Outlook #1 INTAKE	• Provide ID, sign intake, read resident handbook, settle into room & the house • Acquire a Counselor • Acquire a Primary Care Physician • Apply for Social Services • Connect with Recovery Meetings • Find a Sponsor & Peer Recovery Coach • Meet with Case Manager(s) to set up a treatment plan & relapse prevention plan • Medication review	• 2 week Probation Period • Attend 5 Meetings/wk • Church & Bible Study • Legal Obligations • No visitors • Complete *Stepping Stones* Module One (Purple)
 Thistle Outlook #2 Employment and Finances	• Identify work strengths & interests (passions & giftings) • Resume Writing/Application & Interview Skills • Job Search/Secure Employment/Vocational Education • Develop a short & long term employment and/or educational plan • Address barriers to employment • Budgeting/Spending Diary (Savings for 1st & last month's rent) • Pay Program Fees • Begin attending recovery meetings • Develop a relapse plan	• Attend 5 meetings per week • Obtain employment and/or educational opportunities • Fulfill any legal obligations • Approved visits • Complete *Stepping Stones* Module Five (Green)
 Emperor Outlook #3 Finding Balance	• Choose weekly activities; establish hobbies & skills • Nutrition planning/training/ health goal setting/exercise plan • Monitor stress & sleeping habits • Set goals and action plan to achieve those goals • Set up budget/financial plan/ savings/responsibilities/ banking • Continue recovery meetings/ Relapse Plan review • Mindfulness & S.M.A.R.T. Goal Setting	• Attend 4 meetings a week • Fulfill legal obligations • Approved visits • Complete *Stepping Stones* Module Six (Brown)

Joppa House Ministries • 231-330-2643 • info@joppahouseministries.org • joppahouseministries.org

Outlook	Primary Objectives	Overall Outlook Goals
 Admiral Outlook #4 Loving Self / Spiritual Emphasis	• Self Care • Commit to regular exercise • Commit to healthy eating habits • Follow a set budget • Devotional study & journaling/ personalized study • Focus on growth, personal faith story/presentation, identity in Christ/spiritual gifts • Find or be assigned a mentor • Continue recovery meetings • *Relapse Plan Review*	• Attend 3 meetings a week • Fulfill legal obligations • Approved visits • Complete *Stepping Stones* Module Two (Yellow)
 Swallowtail Outlook #5 Giving Back	• Passions Identification • Propose a service project/ evaluate the service project • Volunteer at a local non-profit three (3) hours per week • Present to Case Manager(s)/ House Director "Why Giving Back Matters" • Relapse Plan Review • Mentor new housemates	• Attend 3 meetings a week • Community Service • Fulfill Legal Obligations • Approved visits • Complete *Stepping Stones* Module Four (Blue)
 Monarch Outlook #6 Transition and Preparation for Graduation	• 6 to 9 Months of sobriety and successful completion of all 6 Joppa House Outlooks • Develop an exit plan: • Housing (sufficient housing procured) • Savings for 1st month & last months rent • Have support group • Meetings • *Goals and dreams* • Your support community / plans for when independent and able to sustain independent living • Have a budget in place to support housing/personal needs • *Employment & vehicle for employment* • Review recovery plan/ relapse prevention plan • Review future goals	• Attend 2 meetings a week • Community Service • Fulfill Legal Obligations • Approved visits • Complete *Stepping Stones* Module Three (Pink) • Relapse Prevention Plan • Exit Plan

MARR
Michigan Association of Recovery Residences, Inc.

10/18/21

Congratulations!

The following recovery locations have been certified:

- 801 State St. Charlevoix, MI 49720
- 803 State St. Charlevoix, MI 49720

Joppa House Ministries is a Level 3 MARR accredited operator. Your program will be listed under the 'Accredited Operators' tab on our website (michiganarr.com). Feel free to present your certification proudly by adding the MARR and NARR Certified Residence logos to your own website. In the unlikely scenario that your certification is ever revoked, you must remove them from all publications.

We hope that you will continue to work diligently to hold up each of these standards to ensure the best possible care for your residents. Please be prepared for possible randomized inspections throughout the certification year. In the event that any changes are made to your program, such as the opening or closing of a home, etc. MARR must be notified within 30 days of said changes and your Certemy profile must be updated. Be sure to mark your calendar for your annual site review on **10/12/22**. We will be in contact within 1 month of your certificate's expiration date to schedule reinspection.

See you next year!

-The MARR Team



370 Country Club Rd. Suite 20 Holland, MI 49423 616.312.2100 khull@micharr.com

CERTIFICATE OF GOOD STANDING

THIS CERTIFIES THAT

Joppa House Ministries

*The (2) locations noted on the Certification letter.

HAS SUCCESSFULLY MET THE STANDARDS OF MARR & NARR AS A LEVEL III PROGRAM.

*MARR Certification good through **10.12.2022***

MARR

Michigan Association of Recovery Residences, Inc.

OFFICIAL SEAL OF EXCELLENCE

Katherine O'Hare – MARR Chief Compliance Officer

City Council Regular Meeting -



Joppa House
~ 801 Campus ~
801 State St.
Charlevoix 49720



Joppa House
~803 Campus~
803 State St.
Charlevoix, 49720

CHARLEVOIX CITY COUNCIL

Public Hearings and Actions Requiring Public Hearings

TITLE: Property Maintenance Ordinance

DATE: November 15, 2021

PRESENTED BY: Jonathan Scheel, Zoning Administrator

BACKGROUND:

On October 18, 2021, Council held a public hearing regarding the International Property Maintenance Code Ordinance. However, City Council could not vote on the ordinance due to several council members being absent. The City Charter states that all Council Members must be present to vote on an ordinance. During the October 18 meeting the Council adopted the Enforcement Policy for this ordinance.

Currently the City does not have any type of property maintenance code. The only tool the City has to address dilapidated structures is the City's Dangerous Building's Ordinance. To initiate an action using the Dangerous Building Ordinance a structure has to be significantly degraded or damaged, usually to the point that it is economically unfeasible to repair or restore the structure. The City goals, adopted by the City Council included the goal of "Increase Housing Availability". To help achieve that goal staff is asking the Planning Department to work on "developing a property maintenance standard ordinance to provide additional tools for improving substandard housing units." The Planning Commission has reviewed the International Property Maintenance Code (IPMC) and recommended approval by City Council.

Given the experiences with dilapidated buildings over the past few of years, and the time and effort required to enforce the dangerous building ordinance, a property maintenance code could offer a more efficient and less time-consuming enforcement tool while advancing the City's goal to increase housing availability. A property maintenance code would provide the City the ability to intervene to require deteriorating structures that have defects to be corrected prior to becoming unfixable issues. The IPMC is developed by the International Code Council (ICC). The ICC is a nonprofit member-based association that develops a wide variety of model codes. Historically, model codes were prepared by several different code bodies such as Building Officials Code Administrators International, Inc. (BOCA), Southern Building Code Congress International (SBCCI), and the International Conference of Building Officials (ICBO). With different bodies developing different codes the application of the varying standards across jurisdictions was very difficult for builders, architects, manufactures and other users of the codes. In 1999, the code bodies began to work together to prepare a unified code under the auspices of the ICC. The ICC is dedicated to developing a minimum set of standards to be used in the design, building and maintenance of safe, sustainable and affordable structures. The first set of ICC codes were published in 2000 and included the International Building Codes. ICC Codes have since been adopted in all 50 states and the IPMC has been adopted by many municipalities in Michigan and throughout the country.

In Michigan the International Building Codes developed by the ICC were adopted by the State of Michigan and are now the State of Michigan Construction Code. The State Construction Code does reference the IPMC and it could be enforced by municipalities that have adopted the State Construction Code.

In Charlevoix County, the choice has been made not to enforce the IPMC so municipalities would need to adopt the code individually if the municipality wished to enforce it. In Charlevoix County the City of East Jordan has adopted the IPMC. Boyne City recently has adopted the code. Other northern Michigan city's that have adopted the code are Petoskey, Cheboygan and Alpena. In the cities of Petoskey and Cheboygan the code is enforced by the police departments, in the City of Alpena they have their own building department that enforces the code, in City of East Jordan the enforcement is done by the zoning administrator. There are several benefits to simply adopting the IPMC by reference including the following:

• Thoroughness - The IPMC is drafted with input from code compliance officers, industry officials, and other interested parties. The codes are carefully formulated with input from specialists in the fields, municipal entities, and members of the public. As such, it is less likely that a particular issue will "slip through the cracks."
• Balance – Because the code is created with the input of various perspectives, it tends to represent a balance between the needs of the industry, the concerns of the public, and the interests of code enforcement.
• Readability – as the IPMC has been in place for a significant time, its provisions have been honed over the years to eliminate ambiguity and improve clarity.
• Ease of Enforcement – The IPMC has gained acceptance as a definitive code in the industry and in the court system. This makes its enforcement less subject to challenge than an untested local code provision. Also, contractors are more likely to be familiar with (and therefore more likely to comply with) the code provisions of the IPMC than a tailored local code, lowering the overall number of potential violations. A licensed contractor should not be able to plead ignorance.
• Ease of Adoption – If the City adopts the IPMC by reference, it will not be burdened with creating its own property maintenance code. The IPMC is a copyrighted document (as are other codes), so a municipality that is copying and pasting code provisions from other sources runs the risk of unintentionally violating copyright laws. Adoption by reference avoids the risk and the burden of creating a new code.
• Ease of Amendment – If the City adopts the IPMC by reference and has the latest manual available for inspection and review by citizens, the City will not be burdened with frequent reviews of its property maintenance code to determine if an update is needed; it will simply be a matter of having the most recent version on file.
One of the primary concerns that has been expressed with proposed adoption of the IPMC has been how it will be enforced. This is an understandable concern and all of the northern Michigan municipalities that have adopted the IPMC had similar concerns expressed during the adoption process. In all cases these concerns have not materialized. Council adopted the Enforcement Policy for this ordinance on October 18 and it is included for your reference.

RECOMMENDATION:

Motion to approve Ordinance 828 adopting the International Property Maintenance Code.

ATTACHMENTS:

- International Property Maintenance Code
- IPMC Enforcement Policy
- Ordinance

2018

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INTERNATIONAL PROPERTY MAINTENANCE CODE®

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INTERNATIONAL **PROPERTY MAINTENANCE** CODE®



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2018 International Property Maintenance Code®

First Printing: August 2017

ISBN: 978-1-60983-748-8 (soft-cover edition)

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INTERNATIONAL CODE COUNCIL, INC.

Date of First Publication: August 31, 2017

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PREFACE

Introduction

The *International Property Maintenance Code*® (IPMC®) establishes minimum requirements for the maintenance of existing buildings through model code regulations that contain clear and specific property maintenance and property improvement provisions. This 2018 edition is fully compatible with all of the *International Codes*® (I-Codes®) published by the International Code Council® (ICC®), including the *International Building Code*®, *International Energy Conservation Code*®, *International Existing Building Code*®, *International Fire Code*®, *International Fuel Gas Code*®, *International Green Construction Code*®, *International Mechanical Code*®, *International Plumbing Code*®, *International Private Sewage Disposal Code*®, *International Residential Code*®, *International Swimming Pool and Spa Code*®, *International Wildland-Urban Interface Code*®, *International Zoning Code*® and *International Code Council Performance Code*®.

The I-Codes, including this *International Property Maintenance Code*, are used in a variety of ways in both the public and private sectors. Most industry professionals are familiar with the I-Codes as the basis of laws and regulations in communities across the U.S. and in other countries. However, the impact of the codes extends well beyond the regulatory arena, as they are used in a variety of nonregulatory settings, including:

- Voluntary compliance programs such as those promoting sustainability, energy efficiency and disaster resistance.
- The insurance industry, to estimate and manage risk, and as a tool in underwriting and rate decisions.
- Certification and credentialing of individuals involved in the fields of building design, construction and safety.
- Certification of building and construction-related products.
- U.S. federal agencies, to guide construction in an array of government-owned properties.
- Facilities management.
- "Best practices" benchmarks for designers and builders, including those who are engaged in projects in jurisdictions that do not have a formal regulatory system or a governmental enforcement mechanism.
- College, university and professional school textbooks and curricula.
- Reference works related to building design and construction.

In addition to the codes themselves, the code development process brings together building professionals on a regular basis. It provides an international forum for discussion and deliberation about building design, construction methods, safety, performance requirements, technological advances and innovative products.

Development

This 2018 edition presents the code as originally issued, with changes reflected in the 2003 through 2015 editions and further changes developed through the ICC Code Development Process through 2016. A new edition of the code is promulgated every 3 years.

This code is intended to establish provisions that adequately protect public health, safety and welfare; that do not unnecessarily increase construction costs; that do not restrict the use of new materials, products or methods of construction; and that do not give preferential treatment to particular types or classes of materials, products or methods of construction.

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Maintenance

The *International Property Maintenance Code* is kept up to date through the review of proposed changes submitted by code enforcement officials, industry representatives, design professionals and other interested parties. Proposed changes are carefully considered through an open code development process in which all interested and affected parties may participate.

The ICC Code Development Process reflects principles of openness, transparency, balance, due process and consensus, the principles embodied in OMB Circular A-119, which governs the federal government's use of private-sector standards. The ICC process is open to anyone; there is no cost to participate, and people can participate without travel cost through the ICC's cloud-based app, cdpAccess®. A broad cross section of interests are represented in the ICC Code Development Process. The codes, which are updated regularly, include safeguards that allow for emergency action when required for health and safety reasons.

In order to ensure that organizations with a direct and material interest in the codes have a voice in the process, the ICC has developed partnerships with key industry segments that support the ICC's important public safety mission. Some code development committee members were nominated by the following industry partners and approved by the ICC Board:

- American Institute of Architects (AIA)
- National Association of Home Builders (NAHB)

The code development committees evaluate and make recommendations regarding proposed changes to the codes. Their recommendations are then subject to public comment and council-wide votes. The ICC's governmental members—public safety officials who have no financial or business interest in the outcome—cast the final votes on proposed changes.

The contents of this work are subject to change through the code development cycles and by any governmental entity that enacts the code into law. For more information regarding the code development process, contact the Codes and Standards Development Department of the International Code Council.

While the I-Code development procedure is thorough and comprehensive, the ICC, its members and those participating in the development of the codes disclaim any liability resulting from the publication or use of the I-Codes, or from compliance or noncompliance with their provisions. The ICC does not have the power or authority to police or enforce compliance with the contents of this code.

Code Development Committee Responsibilities (Letter Designations in Front of Section Numbers)

In each code development cycle, proposed changes to this code are considered at the Committee Action Hearings by the International Property Maintenance Code Development Committee, whose action constitutes a recommendation to the voting membership for final action on the proposed changes. Proposed changes to a code section having a number beginning with a letter in brackets are considered by a different code development committee. For example, proposed changes to code sections that have the letter [F] in front of them (e.g., [F] 704.1) are considered by the International Fire Code Development Committee at the Committee Action Hearings.

The content of sections in this code that begin with a letter designation is maintained by another code development committee in accordance with the following:

[A] = Administrative Code Development Committee;

[F] = International Fire Code Development Committee;

[P] = International Plumbing Code Development Committee;

[BE] = IBC—Egress Code Development Committee; and

[BG] = IBC—General Code Development Committee.

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For the development of the 2021 edition of the I-Codes, there will be two groups of code development committees and they will meet in separate years.

Group A Codes (Heard in 2018, Code Change Proposals Deadline: January 8, 2018)	Group B Codes (Heard in 2019, Code Change Proposals Deadline: January 7, 2019)
International Building Code – Egress (Chapters 10, 11, Appendix E) – Fire Safety (Chapters 7, 8, 9, 14, 26) – General (Chapters 2–6, 12, 27–33, Appendices A, B, C, D, K, N)	Administrative Provisions (Chapter 1 of all codes except IECC, IRC and IgCC, administrative updates to currently referenced standards, and designated definitions)
International Fire Code	**International Building Code** – Structural (Chapters 15–25, Appendices F, G, H, I, J, L, M)
International Fuel Gas Code	**International Existing Building Code**
International Mechanical Code	**International Energy Conservation Code—Commercial**
International Plumbing Code	**International Energy Conservation Code—Residential** – IECC—Residential – IRC—Energy (Chapter 11)
International Property Maintenance Code	**International Green Construction Code** (Chapter 1)
International Private Sewage Disposal Code	**International Residential Code** – IRC—Building (Chapters 1–10, Appendices E, F, H, J, K, L, M, O, Q, R, S, T)
International Residential Code – IRC—Mechanical (Chapters 12–23) – IRC—Plumbing (Chapters 25–33, Appendices G, I, N, P)	
International Swimming Pool and Spa Code	
International Wildland-Urban Interface Code	
International Zoning Code	
Note: Proposed changes to the ICC *Performance Code*™ will be heard by the code development committee noted in brackets [ ] in the text of the ICC *Performance Code*™.	

Code change proposals submitted for code sections that have a letter designation in front of them will be heard by the respective committee responsible for such code sections. Because different committees hold Committee Action Hearings in different years, proposals for the IPMC will be heard by committees in both the 2018 (Group A) and the 2019 (Group B) code development cycles.

For instance, every section of Chapter 1 of this code is designated as the responsibility of the Administrative Code Development Committee, which is part of the Group B portion of the hearings. This committee will hold its Committee Action Hearings in 2019 to consider code change proposals for Chapter 1 of all I-Codes except the *International Energy Conservation Code, International Residential Code* and *International Green Construction Code*. Therefore, any proposals received for Chapter 1 of this code will be assigned to the Administrative Code Development Committee for consideration in 2019.

It is very important that anyone submitting code change proposals understand which code development committee is responsible for the section of the code that is the subject of the code change proposal. For further information on the code development committee responsibilities, please visit the ICC website at www.iccsafe.org/scoping.

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Marginal Markings

Solid vertical lines in the margins within the body of the code indicate a technical change from the requirements of the 2015 edition. Deletion indicators in the form of an arrow (➡) are provided in the margin where an entire section, paragraph, exception or table has been deleted or an item in a list of items or a table has been deleted.

Coordination of the International Codes

The coordination of technical provisions is one of the strengths of the ICC family of model codes. The codes can be used as a complete set of complementary documents, which will provide users with full integration and coordination of technical provisions. Individual codes can also be used in subsets or as stand-alone documents. To make sure that each individual code is as complete as possible, some technical provisions that are relevant to more than one subject area are duplicated in some of the model codes. This allows users maximum flexibility in their application of the I-Codes.

Italicized Terms

Words and terms defined in Chapter 2, Definitions, are italicized where they appear in code text and the Chapter 2 definition applies. Where such words and terms are not italicized, common-use definitions apply. The words and terms selected have code-specific definitions that the user should read carefully to facilitate better understanding of the code.

Adoption

The International Code Council maintains a copyright in all of its codes and standards. Maintaining copyright allows the ICC to fund its mission through sales of books, in both print and electronic formats. The ICC welcomes adoption of its codes by jurisdictions that recognize and acknowledge the ICC's copyright in the code, and further acknowledge the substantial shared value of the public/private partnership for code development between jurisdictions and the ICC.

The ICC also recognizes the need for jurisdictions to make laws available to the public. All I-Codes and I-Standards, along with the laws of many jurisdictions, are available for free in a nondownloadable form on the ICC's website. Jurisdictions should contact the ICC at adoptions@iccsafe.org to learn how to adopt and distribute laws based on the *International Property Maintenance Code* in a manner that provides necessary access, while maintaining the ICC's copyright.

To facilitate adoption, several sections of this code contain blanks for fill-in information that needs to be supplied by the adopting jurisdiction as part of the adoption legislation. For this code, please see:

Section 101.1. Insert: [NAME OF JURISDICTION]

Section 103.5. Insert: [APPROPRIATE SCHEDULE]

Section 112.4. Insert: [DOLLAR AMOUNT IN TWO LOCATIONS]

Section 302.4. Insert: [HEIGHT IN INCHES]

Section 304.14. Insert: [DATES IN TWO LOCATIONS]

Section 602.3. Insert: [DATES IN TWO LOCATIONS]

Section 602.4. Insert: [DATES IN TWO LOCATIONS]

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EFFECTIVE USE OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE

The *International Property Maintenance Code* (IPMC) is a model code that regulates the minimum maintenance requirements for existing buildings.

The IPMC is a maintenance document intended to establish minimum maintenance standards for basic equipment, light, ventilation, heating, sanitation and fire safety. Responsibility is fixed among owners, operators and occupants for code compliance. The IPMC provides for the regulation and safe use of existing structures in the interest of the social and economic welfare of the community.

Arrangement and Format of the 2018 IPMC

Before applying the requirements of the IPMC it is beneficial to understand its arrangement and format. The IPMC, like other codes published by ICC, is arranged and organized to follow sequential steps that generally occur during an inspection. The IPMC is divided into eight different parts:

Chapters	Subjects
1	Scope and Administration
2	Definitions
3	General Requirements
4	Light, Ventilation and Occupancy Limitations
5	Plumbing Facilities and Fixture Requirements
6	Mechanical and Electrical Requirements
7	Fire Safety Requirements
8	Referenced Standards

The following is a chapter-by-chapter synopsis of the scope and intent of the provisions of the *International Property Maintenance Code:*

Chapter 1 Scope and Administration. This chapter contains provisions for the application, enforcement and administration of subsequent requirements of the code. In addition to establishing the scope of the code, Chapter 1 identifies which buildings and structures come under its purview. Chapter 1 is largely concerned with maintaining "due process of law" in enforcing the property maintenance criteria contained in the body of the code. Only through careful observation of the administrative provisions can the building official reasonably expect to demonstrate that "equal protection under the law" has been provided.

Chapter 2 Definitions. All terms that are defined in the code are listed alphabetically in Chapter 2. While a defined term may be used in one chapter or another, the meaning provided in Chapter 2 is applicable throughout the code.

Where understanding of a term's definition is especially key to or necessary for understanding of a particular code provision, the term is shown in italics. This is true only for those terms that have a meaning that is unique to the code. In other words, the generally understood meaning of a term or phrase might not be sufficient or consistent with the meaning prescribed by the code; therefore, it is essential that the code-defined meaning be known.

Guidance is provided regarding tense, gender and plurality of defined terms as well as terms not defined in this code.

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Chapter 3 General Requirements. Chapter 3, "General Requirements," is broad in scope. It includes a variety of requirements for the exterior property areas as well as the interior and exterior elements of the structure. This chapter provides requirements that are intended to maintain a minimum level of safety and sanitation for both the general public and the occupants of a structure, and to maintain a building's structural and weather-resistance performance. Chapter 3 provides specific criteria for regulating the installation and maintenance of specific building components; maintenance requirements for vacant structures and land; requirements regulating the safety, sanitation and appearance of the interior and exterior of structures and all exterior property areas; accessory structures; vehicle storage regulations and establishes who is responsible for complying with the chapter's provisions. This chapter also contains the requirements for swimming pools, spas and hot tubs and the requirements for protective barriers and gates in these barriers. Chapter 3 establishes the responsible parties for exterminating insects and rodents, and maintaining sanitary conditions in all types of occupancies.

Chapter 4 Light, Ventilation and Occupancy Limitations. The purposes of Chapter 4 are to set forth these requirements in the code and to establish the minimum environment for occupiable and habitable buildings, by establishing the minimum criteria for light and ventilation and identifying occupancy limitations including minimum room width and area, minimum ceiling height and restrictions to prevent overcrowding. This chapter also provides for alternative arrangements of windows and other devices to comply with the requirements for light and ventilation and prohibits certain room arrangements and occupancy uses.

Chapter 5 Plumbing Facilities and Fixture Requirements. Chapter 5 establishes the minimum criteria for the installation, maintenance and location of plumbing systems and facilities, including the water supply system, water heating appliances, sewage disposal system and related plumbing fixtures.

Sanitary and clean conditions in occupied buildings are dependent upon certain basic plumbing principles, including providing potable water to a building, providing the basic fixtures to effectively utilize that water and properly removing waste from the building. Chapter 5 establishes the minimum criteria to verify that these principles are maintained throughout the life of a building.

Chapter 6 Mechanical and Electrical Requirements. The purpose of Chapter 6 is to establish minimum performance requirements for heating, electrical and mechanical facilities and to establish minimum standards for the safety of these facilities.

This chapter establishes minimum criteria for the installation and maintenance of the following: heating and air-conditioning equipment, appliances and their supporting systems; water heating equipment, appliances and systems; cooking equipment and appliances; ventilation and exhaust equipment; gas and liquid fuel distribution piping and components; fireplaces and solid fuel-burning appliances; chimneys and vents; electrical services; lighting fixtures; electrical receptacle outlets; electrical distribution system equipment, devices and wiring; and elevators, escalators and dumbwaiters.

Chapter 7 Fire Safety Requirements. The purpose of Chapter 7 is to address those fire hazards that arise as the result of a building's occupancy. It also provides minimum requirements for fire safety issues that are most likely to arise in older buildings.

This chapter contains requirements for means of egress in existing buildings, including path of travel, required egress width, means of egress doors and emergency escape openings.

Chapter 7 establishes the minimum requirements for fire safety facilities and fire protection systems, as these are essential fire safety systems.

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Chapter 8 Referenced Standards. The code contains numerous references to standards that are used to regulate materials and methods of construction. Chapter 8 contains a comprehensive list of all standards that are referenced in the code. The standards are part of the code to the extent of the reference to the standard. Compliance with the referenced standard is necessary for compliance with this code. By providing specifically adopted standards, the construction and installation requirements necessary for compliance with the code can be readily determined. The basis for code compliance is, therefore, established and available on an equal basis to the code official, contractor, designer and owner.

Chapter 8 is organized in a manner that makes it easy to locate specific standards. It lists all of the referenced standards, alphabetically, by acronym of the promulgating agency of the standard. Each agency's standards are then listed in either alphabetical or numeric order based upon the standard identification. The list also contains the title of the standard; the edition (date) of the standard referenced; any addenda included as part of the ICC adoption; and the section or sections of this code that reference the standard.

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CHAPTER 1

SCOPE AND ADMINISTRATION

User note:

About this chapter: *Chapter 1 establishes the limits of applicability of the code and describes how the code is to be applied and enforced. Chapter 1 is in two parts: Part 1—Scope and Application (Sections 101 and 102) and Part 2—Administration and Enforcement (Sections 103 – 112). Section 101 identifies which buildings and structures come under its purview and references other I-Codes as applicable.*

This code is intended to be adopted as a legally enforceable document and it cannot be effective without adequate provisions for its administration and enforcement. The provisions of Chapter 1 establish the authority and duties of the code official appointed by the authority having jurisdiction and also establish the rights and privileges of the property owner and building occupants.

PART 1 — SCOPE AND APPLICATION

SECTION 101
GENERAL

[A] 101.1 Title. These regulations shall be known as the *International Property Maintenance Code* of **[NAME OF JURISDICTION]**, hereinafter referred to as "this code."

[A] 101.2 Scope. The provisions of this code shall apply to all existing residential and nonresidential structures and all existing *premises* and constitute minimum requirements and standards for *premises*, structures, equipment and facilities for light, *ventilation*, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance; the responsibility of *owners*, an owner's authorized agent, *operator*s and *occupants*; the *occupancy* of existing structures and *premises*, and for administration, enforcement and penalties.

[A] 101.3 Intent. This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued *occupancy* and maintenance of structures and *premises*. Existing structures and *premises* that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.

[A] 101.4 Severability. If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

SECTION 102
APPLICABILITY

[A] 102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

102.2 Maintenance. Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or *premises* was constructed, altered or repaired shall be maintained in good working order. An *owner*, owner's authorized agent, *operator* or *occupant* shall not cause any service, facility, equipment or utility that is required under this section to be removed from, shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the *owner* or the *owner's* authorized agent shall be responsible for the maintenance of buildings, structures and *premises*.

[A] 102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes of *occupancy*, shall be done in accordance with the procedures and provisions of the *International Building Code, International Existing Building Code, International Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Residential Code, International Plumbing Code* and NFPA 70. Nothing in this code shall be construed to cancel, modify or set aside any provision of the *International Zoning Code*.

[A] 102.4 Existing remedies. The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure that is dangerous, unsafe and insanitary.

[A] 102.5 Workmanship. Repairs, maintenance work, alterations or installations that are caused directly or indirectly by the enforcement of this code shall be executed and installed in a *workmanlike* manner and installed in accordance with the manufacturer's instructions.

[A] 102.6 Historic buildings. The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings where such buildings or structures are judged by the *code official* to be safe and in the public interest of health, safety and welfare.

[A] 102.7 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 8 and considered part of the requirements of this

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code to the prescribed extent of each such reference and as further regulated in Sections 102.7.1 and 102.7.2.

Exception: Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

[A] 102.7.1 Conflicts. Where conflicts occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

[A] 102.7.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

[A] 102.8 Requirements not covered by code. Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the *code official*.

[A] 102.9 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

[A] 102.10 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

PART 2 — ADMINISTRATION AND ENFORCEMENT

SECTION 103
DEPARTMENT OF PROPERTY MAINTENANCE INSPECTION

[A] 103.1 General. The department of property maintenance inspection is hereby created and the executive official in charge thereof shall be known as the *code official*.

[A] 103.2 Appointment. The *code official* shall be appointed by the chief appointing authority of the jurisdiction.

[A] 103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *code official* shall have the authority to appoint a deputy(s). Such employees shall have powers as delegated by the *code official*.

[A] 103.4 Liability. The *code official,* member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties.

[A] 103.4.1 Legal defense. Any suit or criminal complaint instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

[A] 103.5 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the following schedule.

[JURISDICTION TO INSERT APPROPRIATE SCHEDULE.]

SECTION 104
DUTIES AND POWERS OF THE CODE OFFICIAL

[A] 104.1 General. The *code official* is hereby authorized and directed to enforce the provisions of this code. The *code official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

[A] 104.2 Inspections. The *code official* shall make all of the required inspections, or shall accept reports of inspection by *approved* agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such *approved* agency or by the responsible individual. The *code official* is authorized to engage such expert opinion as deemed necessary to report on unusual technical issues that arise, subject to the approval of the appointing authority.

[A] 104.3 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the *code official* has reasonable cause to believe that there exists in a *structure* or upon a *premises* a condition in violation of this code, the *code official* is authorized to enter the structure or *premises* at reasonable times to inspect or perform the duties imposed by this code, provided that if such *structure* or *premises* is occupied the *code official* shall present credentials to the *occupant* and request entry. If such structure or *premises* is unoccupied, the *code official* shall first make a reasonable effort to locate the *owner*, owner's authorized agent or other person having charge or control of the *structure* or *premises* and request entry. If entry is refused, the *code official* shall have recourse to the remedies provided by law to secure entry.

[A] 104.4 Identification. The *code official* shall carry proper identification when inspecting *structures* or *premises* in the performance of duties under this code.

[A] 104.5 Notices and orders. The *code official* shall issue all necessary notices or orders to ensure compliance with this code.

[A] 104.6 Department records. The *code official* shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

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SECTION 105
APPROVAL

[A] 105.1 Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this code, the *code official* shall have the authority to grant modifications for individual cases upon application of the *owner* or *owner's* authorized agent, provided that the *code official* shall first find that special individual reason makes the strict letter of this code impractical, the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

[A] 105.2 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material, design or method of construction shall be *approved* where the *code official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. Where the alternative material, design or method of construction is not *approved*, the *code official* shall respond in writing, stating the reasons why the alternative was not *approved*.

[A] 105.3 Required testing. Whenever there is insufficient evidence of compliance with the provisions of this code or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the *code official* shall have the authority to require tests to be made as evidence of compliance without expense to the jurisdiction.

[A] 105.3.1 Test methods. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *code official* shall be permitted to approve appropriate testing procedures performed by an *approved* agency.

[A] 105.3.2 Test reports. Reports of tests shall be retained by the *code official* for the period required for retention of public records.

[A] 105.4 Used material and equipment. Materials that are reused shall comply with the requirements of this code for new materials. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested where necessary, placed in good and proper working condition and *approved* by the *code official*.

[A] 105.5 Approved materials and equipment. Materials, equipment and devices *approved* by the *code official* shall be constructed and installed in accordance with such approval.

[A] 105.6 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved* sources.

SECTION 106
VIOLATIONS

[A] 106.1 Unlawful acts. It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

[A] 106.2 Notice of violation. The *code official* shall serve a notice of violation or order in accordance with Section 107.

[A] 106.3 Prosecution of violation. Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a *strict liability offense*. If the notice of violation is not complied with, the *code official* shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful *occupancy* of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such *premises* shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

[A] 106.4 Violation penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

[A] 106.5 Abatement of violation. The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal *occupancy* of a building, structure or *premises*, or to stop an illegal act, conduct, business or utilization of the building, structure or *premises*.

SECTION 107
NOTICES AND ORDERS

107.1 Notice to person responsible. Whenever the *code official* determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 107.2 and 107.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall comply with Section 108.3.

107.2 Form. Such notice prescribed in Section 107.1 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the *dwelling unit* or structure into compliance with the provisions of this code.

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5. Inform the property *owner* or owner's authorized agent of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 106.3.

107.3 Method of service. Such notice shall be deemed to be properly served if a copy thereof is: delivered personally, or sent by certified or first-class mail addressed to the last known address. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

107.4 Unauthorized tampering. Signs, tags or seals posted or affixed by the *code official* shall not be mutilated, destroyed or tampered with, or removed without authorization from the *code official*.

107.5 Penalties. Penalties for noncompliance with orders and notices shall be as set forth in Section 106.4.

107.6 Transfer of ownership. It shall be unlawful for the *owner* of any *dwelling unit* or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such *dwelling unit* or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such *owner* or the owner's authorized agent shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the *code official* and shall furnish to the *code official* a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

SECTION 108
UNSAFE STRUCTURES AND EQUIPMENT

108.1 General. When a structure or equipment is found by the *code official* to be unsafe, or when a structure is found unfit for human *occupancy*, or is found unlawful, such structure shall be *condemned* pursuant to the provisions of this code.

108.1.1 Unsafe structures. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the *occupants* of the structure by not providing minimum safeguards to protect or warn *occupants* in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

108.1.2 Unsafe equipment. Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the *premises* or within the structure that is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or *occupants* of the *premises* or structure.

108.1.3 Structure unfit for human occupancy. A structure is unfit for human *occupancy* whenever the *code official* finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks *ventilation*, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the *occupants* of the structure or to the public.

108.1.4 Unlawful structure. An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

108.1.5 Dangerous structure or premises. For the purpose of this code, any structure or *premises* that has any or all of the conditions or defects described as follows shall be considered to be dangerous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the *approved* building or fire code of the jurisdiction as related to the requirements for existing buildings.
2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, *deterioration*, *neglect*, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become *detached* or dislodged.
4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so *anchored*, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
5. The building or structure, or part of the building or structure, because of dilapidation, *deterioration*, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
6. The building or structure, or any portion thereof, is clearly unsafe for its use and *occupancy*.
7. The building or structure is *neglected*, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

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8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the *approved* building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, *ventilation*, mechanical or plumbing system, or otherwise, is determined by the *code official* to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the *code official* to be a threat to life or health.

11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

108.2 Closing of vacant structures. If the structure is vacant and unfit for human habitation and *occupancy*, and is not in danger of structural collapse, the *code official* is authorized to post a placard of condemnation on the *premises* and order the structure closed up so as not to be an attractive nuisance. Upon failure of the *owner* or owner's authorized agent to close up the *premises* within the time specified in the order, the *code official* shall cause the *premises* to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and shall be collected by any other legal resource.

108.2.1 Authority to disconnect service utilities. The *code official* shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 102.7 in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without approval. The *code official* shall notify the serving utility and, whenever possible, the *owner* or owner's authorized agent and *occupant* of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the *owner*, owner's authorized agent or *occupant* of the building structure or service system shall be notified in writing as soon as practical thereafter.

108.3 Notice. Whenever the *code official* has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the *owner*, owner's authorized agent or the person or persons responsible for the structure or equipment in accordance with Section 107.3. If the notice pertains to equipment, it shall be placed on the condemned equipment. The notice shall be in the form prescribed in Section 107.2.

108.4 Placarding. Upon failure of the *owner*, owner's authorized agent or person responsible to comply with the notice provisions within the time given, the *code official* shall post on the *premises* or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the *premises*, operating the equipment or removing the placard.

108.4.1 Placard removal. The *code official* shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the *code official* shall be subject to the penalties provided by this code.

108.5 Prohibited occupancy. Any occupied structure condemned and placarded by the *code official* shall be vacated as ordered by the *code official*. Any person who shall occupy a placarded *premises* or shall operate placarded equipment, and any *owner*, owner's authorized agent or person responsible for the *premises* who shall let anyone occupy a placarded *premises* or operate placarded equipment shall be liable for the penalties provided by this code.

108.6 Abatement methods. The *owner*, owner's authorized agent, *operator* or *occupant* of a building, *premises* or equipment deemed unsafe by the *code official* shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other *approved* corrective action.

108.7 Record. The *code official* shall cause a report to be filed on an unsafe condition. The report shall state the *occupancy* of the structure and the nature of the unsafe condition.

SECTION 109
EMERGENCY MEASURES

109.1 Imminent danger. When, in the opinion of the *code official*, there is *imminent danger* of failure or collapse of a building or structure that endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building *occupants* or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the *code official* is hereby authorized and empowered to order and require the *occupants* to vacate the *premises* forthwith. The *code official* shall cause to be posted at each entrance to such structure a notice reading as follows: "This *Structure* Is Unsafe and Its *Occupancy* Has Been Prohibited by the *Code*

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Official." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

109.2 Temporary safeguards. Notwithstanding other provisions of this code, whenever, in the opinion of the *code official*, there is *imminent danger* due to an unsafe condition, the *code official* shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the *code official* deems necessary to meet such emergency.

109.3 Closing streets. When necessary for public safety, the *code official* shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, *public ways* and places adjacent to unsafe structures, and prohibit the same from being utilized.

109.4 Emergency repairs. For the purposes of this section, the *code official* shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

109.5 Costs of emergency repairs. Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the *owner* of the *premises* or owner's authorized agent where the unsafe structure is or was located for the recovery of such costs.

109.6 Hearing. Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

SECTION 110
DEMOLITION

110.1 General. The *code official* shall order the *owner* or owner's authorized agent of any *premises* upon which is located any structure, which in the *code official's* or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the *owner's* option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the *code official* shall order the *owner* or owner's authorized agent to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless *approved* by the building official.

110.2 Notices and orders. Notices and orders shall comply with Section 107.

110.3 Failure to comply. If the *owner* of a *premises* or owner's authorized agent fails to comply with a demolition order within the time prescribed, the *code official* shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

110.4 Salvage materials. Where any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

SECTION 111
MEANS OF APPEAL

[A] 111.1 Application for appeal. Any person directly affected by a decision of the *code official* or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

[A] 111.2 Membership of board. The board of appeals shall consist of not less than three members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The *code official* shall be an ex-officio member but shall not vote on any matter before the board. The board shall be appointed by the chief appointing authority, and shall serve staggered and overlapping terms.

[A] 111.2.1 Alternate members. The chief appointing authority shall appoint not less than two alternate members who shall be called by the board chairman to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership.

[A] 111.2.2 Chairman. The board shall annually select one of its members to serve as chairman.

[A] 111.2.3 Disqualification of member. A member shall not hear an appeal in which that member has a personal, professional or financial interest.

[A] 111.2.4 Secretary. The chief administrative officer shall designate a qualified person to serve as secretary to the board. The secretary shall file a detailed record of all proceedings in the office of the chief administrative officer.

[A] 111.2.5 Compensation of members. Compensation of members shall be determined by law.

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[A] 111.3 Notice of meeting. The board shall meet upon notice from the chairman, within 20 days of the filing of an appeal, or at stated periodic meetings.

[A] 111.4 Open hearing. Hearings before the board shall be open to the public. The appellant, the appellant's representative, the *code official* and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of not less than two-thirds of the board membership.

[A] 111.4.1 Procedure. The board shall adopt and make available to the public through the secretary procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.

[A] 111.5 Postponed hearing. When the full board is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

[A] 111.6 Board decision. The board shall modify or reverse the decision of the *code official* only by a concurring vote of a majority of the total number of appointed board members.

[A] 111.6.1 Records and copies. The decision of the board shall be recorded. Copies shall be furnished to the appellant and to the *code official*.

[A] 111.6.2 Administration. The *code official* shall take immediate action in accordance with the decision of the board.

[A] 111.7 Court review. Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.

[A] 111.8 Stays of enforcement. Appeals of notice and orders (other than *Imminent Danger* notices) shall stay the enforcement of the notice and order until the appeal is heard by the appeals board.

SECTION 112
STOP WORK ORDER

[A] 112.1 Authority. Whenever the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

[A] 112.2 Issuance. A stop work order shall be in writing and shall be given to the *owner* of the property, to the *owner's* authorized agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

[A] 112.3 Emergencies. Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

[A] 112.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than **[AMOUNT]** dollars or more than **[AMOUNT]** dollars.

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CHAPTER 2
DEFINITIONS

User note:

About this chapter: *Codes, by their very nature, are technical documents. Every word, term and punctuation mark can add to or change the meaning of a technical requirement. It is necessary to maintain a consensus on the specific meaning of each term contained in the code. Chapter 2 performs this function by stating clearly what specific terms mean for the purpose of the code.*

SECTION 201
GENERAL

201.1 Scope. Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

201.2 Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the *International Building Code, International Existing Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Residential Code, International Zoning Code* or NFPA 70, such terms shall have the meanings ascribed to them as stated in those codes.

201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

201.5 Parts. Whenever the words "*dwelling unit,*" "dwelling," "*premises,*" "building," "*rooming house,*" "*rooming unit,*" "*housekeeping unit*" or "story" are stated in this code, they shall be construed as though they were followed by the words "or any part thereof."

SECTION 202
GENERAL DEFINITIONS

ANCHORED. Secured in a manner that provides positive connection.

[A] APPROVED. Acceptable to the *code official*.

BASEMENT. That portion of a building that is partly or completely below grade.

BATHROOM. A room containing plumbing fixtures including a bathtub or shower.

BEDROOM. Any room or space used or intended to be used for sleeping purposes in either a dwelling or *sleeping unit*.

[A] CODE OFFICIAL. The official who is charged with the administration and enforcement of this code, or any duly authorized representative.

CONDEMN. To adjudge unfit for *occupancy*.

COST OF SUCH DEMOLITION OR EMERGENCY REPAIRS. The costs shall include the actual costs of the demolition or repair of the structure less revenues obtained if salvage was conducted prior to demolition or repair. Costs shall include, but not be limited to, expenses incurred or necessitated related to demolition or emergency repairs, such as asbestos survey and abatement if necessary; costs of inspectors, testing agencies or experts retained relative to the demolition or emergency repairs; costs of testing; surveys for other materials that are controlled or regulated from being dumped in a landfill; title searches; mailing(s); postings; recording; and attorney fees expended for recovering of the cost of emergency repairs or to obtain or enforce an order of demolition made by a *code official*, the governing body or board of appeals.

DETACHED. When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

DETERIORATION. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

[BG] DWELLING UNIT. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

[Z] EASEMENT. That portion of land or property reserved for present or future use by a person or agency other than the legal fee *owner*(s) of the property. The *easement* shall be permitted to be for use under, on or above said lot or lots.

EQUIPMENT SUPPORT. Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the structure.

EXTERIOR PROPERTY. The open space on the *premises* and on adjoining property under the control of *owners* or *operators* of such *premises*.

GARBAGE. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

[BE] GUARD. A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

[BG] HABITABLE SPACE. Space in a structure for living, sleeping, eating or cooking. *Bathrooms*, *toilet rooms*, closets,

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halls, storage or utility spaces, and similar areas are not considered *habitable spaces*.

HISTORIC BUILDING. Any building or structure that is one or more of the following:

1. Listed or certified as eligible for listing, by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, in the National Register of Historic Places.
2. Designated as historic under an applicable state or local law.
3. Certified as a contributing resource within a National Register or state or locally designated historic district.

HOUSEKEEPING UNIT. A room or group of rooms forming a single *habitable space* equipped and intended to be used for living, sleeping, cooking and eating that does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

IMMINENT DANGER. A condition that could cause serious or life-threatening injury or death at any time.

INFESTATION. The presence, within or contiguous to, a structure or *premises* of insects, rodents, vermin or other pests.

INOPERABLE MOTOR VEHICLE. A vehicle that cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

[A] LABELED. Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, *approved* agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-*labeled* items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.

LET FOR OCCUPANCY or LET. To permit, provide or offer possession or *occupancy* of a dwelling, *dwelling unit*, *rooming unit*, building, premise or structure by a person who is or is not the legal *owner* of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

NEGLECT. The lack of proper maintenance for a building or *structure*.

[A] OCCUPANCY. The purpose for which a building or portion thereof is utilized or occupied.

OCCUPANT. Any individual living or sleeping in a building, or having possession of a space within a building.

OPENABLE AREA. That part of a window, skylight or door which is available for unobstructed *ventilation* and which opens directly to the outdoors.

OPERATOR. Any person who has charge, care or control of a structure or *premises* that is let or offered for *occupancy*.

[A] OWNER. Any person, agent, *operator*, firm or corporation having legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON. An individual, corporation, partnership or any other group acting as a unit.

PEST ELIMINATION. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other *approved pest elimination* methods.

[A] PREMISES. A lot, plot or parcel of land, *easement* or *public way*, including any structures thereon.

[A] PUBLIC WAY. Any street, alley or other parcel of land that: is open to the outside air; leads to a street; has been deeded, dedicated or otherwise permanently appropriated to the public for public use; and has a clear width and height of not less than 10 feet (3048 mm).

ROOMING HOUSE. A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

RUBBISH. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, *yard* trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

[BG] SLEEPING UNIT. A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a *dwelling unit* are not *sleeping units*.

STRICT LIABILITY OFFENSE. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

[A] STRUCTURE. That which is built or constructed.

TENANT. A person, corporation, partnership or group, whether or not the legal *owner* of record, occupying a building or portion thereof as a unit.

TOILET ROOM. A room containing a water closet or urinal but not a bathtub or shower.

ULTIMATE DEFORMATION. The deformation at which failure occurs and that shall be deemed to occur if the sustainable load reduces to 80 percent or less of the maximum strength.

[M] VENTILATION. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

WORKMANLIKE. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

[Z] YARD. An open space on the same lot with a structure.

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CHAPTER 3
GENERAL REQUIREMENTS

User note:

About this chapter: *Chapter 3 is broad in scope and includes a variety of requirements for the maintenance of exterior property areas, as well as the interior and exterior elements of the structure, that are intended to maintain a minimum level of safety and sanitation for both the general public and the occupants of a structure, and to maintain a building's structural and weather-resistance performance. Specifically, Chapter 3 contains criteria for the maintenance of building components; vacant structures and land; the safety, sanitation and appearance of the interior and exterior of structures and all exterior property areas; accessory structures; extermination of insects and rodents; access barriers to swimming pools, spas and hot tubs; vehicle storage and owner/occupant responsibilities.*

SECTION 301
GENERAL

301.1 Scope. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and *exterior property*.

301.2 Responsibility. The *owner* of the *premises* shall maintain the structures and *exterior property* in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy *premises* that are not in a sanitary and safe condition and that do not comply with the requirements of this chapter. *Occupants* of a *dwelling unit*, *rooming unit* or *housekeeping unit* are responsible for keeping in a clean, sanitary and safe condition that part of the *dwelling unit*, *rooming unit*, *housekeeping unit* or *premises* they occupy and control.

301.3 Vacant structures and land. Vacant structures and *premises* thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

SECTION 302
EXTERIOR PROPERTY AREAS

302.1 Sanitation. *Exterior property* and *premises* shall be maintained in a clean, safe and sanitary condition. The *occupant* shall keep that part of the *exterior property* that such *occupant* occupies or controls in a clean and sanitary condition.

302.2 Grading and drainage. *Premises* shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

Exception: *Approved* retention areas and reservoirs.

302.3 Sidewalks and driveways. Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

302.4 Weeds. *Premises* and *exterior property* shall be maintained free from weeds or plant growth in excess of **[JURISDICTION TO INSERT HEIGHT IN INCHES]**. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the *owner* or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the *owner* or agent responsible for the property.

302.5 Rodent harborage. Structures and *exterior property* shall be kept free from rodent harborage and *infestation*. Where rodents are found, they shall be promptly exterminated by *approved* processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

302.6 Exhaust vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly on abutting or adjacent public or private property or that of another *tenant*.

302.7 Accessory structures. Accessory structures, including *detached* garages, fences and walls, shall be maintained structurally sound and in good repair.

302.8 Motor vehicles. Except as provided for in other regulations, inoperative or unlicensed motor vehicles shall not be parked, kept or stored on any *premises*, and vehicles shall not at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an *approved* spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and *approved* for such purposes.

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302.9 Defacement of property. A person shall not willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the *owner* to restore said surface to an *approved* state of maintenance and repair.

SECTION 303
SWIMMING POOLS, SPAS AND HOT TUBS

303.1 Swimming pools. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

303.2 Enclosures. Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier not less than 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. An existing pool enclosure shall not be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

Exception: Spas or hot tubs with a safety cover that complies with ASTM F1346 shall be exempt from the provisions of this section.

SECTION 304
EXTERIOR STRUCTURE

304.1 General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
2. The *anchorage* of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
3. Structures or components thereof that have reached their limit state.
4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
5. Structural members that have evidence of *deterioration* or that are not capable of safely supporting all nominal loads and load effects.
6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects.
7. Exterior walls that are not *anchored* to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects.
8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of *deterioration*, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of *deterioration* or fatigue, are not properly *anchored* or are incapable of supporting all nominal loads and resisting all load effects.
10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects.
12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including *guards* and handrails, are not structurally sound, not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects.
13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly *anchored*, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. Where substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted where *approved* by the *code official*.

304.2 Protective treatment. Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than

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decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

[F] 304.3 Premises identification. Buildings shall have *approved* address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be not less than 4 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm).

304.4 Structural members. Structural members shall be maintained free from *deterioration*, and shall be capable of safely supporting the imposed dead and live loads.

304.5 Foundation walls. Foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

304.6 Exterior walls. Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent *deterioration*.

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or *deterioration* in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

304.8 Decorative features. Cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

304.9 Overhang extensions. Overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly *anchored* so as to be kept in a sound condition. Where required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.10 Stairways, decks, porches and balconies. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

304.11 Chimneys and towers. Chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. Exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.12 Handrails and guards. Every handrail and *guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

304.13.1 Glazing. Glazing materials shall be maintained free from cracks and holes.

304.13.2 Openable windows. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

304.14 Insect screens. During the period from **[DATE]** to **[DATE]**, every door, window and other outside opening required for *ventilation* of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with *approved* tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other *approved* means, such as air curtains or insect repellent fans, are employed.

304.15 Doors. Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

304.16 Basement hatchways. Every *basement* hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

304.17 Guards for basement windows. Every *basement* window that is openable shall be supplied with rodent shields, storm windows or other *approved* protection against the entry of rodents.

304.18 Building security. Doors, windows or hatchways for *dwelling units*, room units or *housekeeping units* shall be provided with devices designed to provide security for the *occupants* and property within.

304.18.1 Doors. Doors providing access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a minimum lock throw of 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

304.18.2 Windows. Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a

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walking surface below that provide access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with a window sash locking device.

304.18.3 Basement hatchways. *Basement* hatchways that provide access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with devices that secure the units from unauthorized entry.

304.19 Gates. Exterior gates, gate assemblies, operator systems if provided, and hardware shall be maintained in good condition. Latches at all entrances shall tightly secure the gates.

SECTION 305
INTERIOR STRUCTURE

305.1 General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. *Occupants* shall keep that part of the structure that they occupy or control in a clean and sanitary condition. Every *owner* of a structure containing a *rooming house*, *housekeeping units*, a hotel, a dormitory, two or more *dwelling units* or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and *exterior property*.

305.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
3. Structures or components thereof that have reached their limit state.
4. Structural members are incapable of supporting nominal loads and load effects.
5. Stairs, landings, balconies and all similar walking surfaces, including *guards* and handrails, are not structurally sound, not properly *anchored* or are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects.
6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. Where substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted where *approved* by the *code official*.

305.2 Structural members. Structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

305.3 Interior surfaces. Interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

305.4 Stairs and walking surfaces. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

305.5 Handrails and guards. Every handrail and *guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

305.6 Interior doors. Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

SECTION 306
COMPONENT SERVICEABILITY

306.1 General. The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.

306.1.1 Unsafe conditions. Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. Soils that have been subjected to any of the following conditions:
   - 1.1. Collapse of footing or foundation system.
   - 1.2. Damage to footing, foundation, concrete or other structural element due to soil expansion.
   - 1.3. Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil.
   - 1.4. Inadequate soil as determined by a geotechnical investigation.
   - 1.5. Where the allowable bearing capacity of the soil is in doubt.
   - 1.6. Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.
2. Concrete that has been subjected to any of the following conditions:
   - 2.1. *Deterioration.*
   - 2.2. *Ultimate deformation.*
   - 2.3. Fractures.

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2.4. Fissures.

2.5. Spalling.

2.6. Exposed reinforcement.

2.7. *Detached*, dislodged or failing connections.

3. Aluminum that has been subjected to any of the following conditions:

3.1. *Deterioration.*

3.2. Corrosion.

3.3. Elastic deformation.

3.4. *Ultimate deformation.*

3.5. Stress or strain cracks.

3.6. Joint fatigue.

3.7. *Detached*, dislodged or failing connections.

4. Masonry that has been subjected to any of the following conditions:

4.1. *Deterioration.*

4.2. *Ultimate deformation.*

4.3. Fractures in masonry or mortar joints.

4.4. Fissures in masonry or mortar joints.

4.5. Spalling.

4.6. Exposed reinforcement.

4.7. *Detached,* dislodged or failing connections.

5. Steel that has been subjected to any of the following conditions:

5.1. *Deterioration.*

5.2. Elastic deformation.

5.3. *Ultimate deformation.*

5.4. Metal fatigue.

5.5. *Detached,* dislodged or failing connections.

6. Wood that has been subjected to any of the following conditions:

6.1. Ultimate deformation.

6.2. Deterioration.

6.3. Damage from insects, rodents and other vermin.

6.4. Fire damage beyond charring.

6.5. Significant splits and checks.

6.6. Horizontal shear cracks.

6.7. Vertical shear cracks.

6.8. Inadequate support.

6.9. Detached, dislodged or failing connections.

6.10. Excessive cutting and notching.

Exceptions:

1. Where substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted where *approved* by the *code official.*

SECTION 307
HANDRAILS AND GUARDRAILS

307.1 General. Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface that is more than 30 inches (762 mm) above the floor or grade below shall have *guards.* Handrails shall be not less than 30 inches (762 mm) in height or more than 42 inches (1067 mm) in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. *Guards* shall be not less than 30 inches (762 mm) in height above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.

Exception: *Guards* shall not be required where exempted by the adopted building code.

SECTION 308
RUBBISH AND GARBAGE

308.1 Accumulation of rubbish or garbage. *Exterior property* and *premises,* and the interior of every structure, shall be free from any accumulation of *rubbish* or garbage.

308.2 Disposal of rubbish. Every *occupant* of a structure shall dispose of all *rubbish* in a clean and sanitary manner by placing such *rubbish* in *approved* containers.

308.2.1 Rubbish storage facilities. The *owner* of every occupied *premises* shall supply *approved* covered containers for *rubbish,* and the *owner* of the *premises* shall be responsible for the removal of *rubbish.*

308.2.2 Refrigerators. Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on *premises* without first removing the doors.

308.3 Disposal of garbage. Every *occupant* of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an *approved* garbage disposal facility or *approved* garbage containers.

308.3.1 Garbage facilities. The *owner* of every dwelling shall supply one of the following: an *approved* mechanical food waste grinder in each *dwelling unit;* an *approved* incinerator unit in the structure available to the *occupants* in each *dwelling unit;* or an *approved* leakproof, covered, outside garbage container.

308.3.2 Containers. The *operator* of every establishment producing garbage shall provide, and at all times cause to be utilized, *approved* leakproof containers provided with close-fitting covers for the storage of such materials until removed from the *premises* for disposal.

SECTION 309
PEST ELIMINATION

309.1 Infestation. Structures shall be kept free from insect and rodent *infestation.* Structures in which insects or rodents are found shall be promptly exterminated by *approved* processes that will not be injurious to human health. After pest

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elimination, proper precautions shall be taken to prevent reinfestation.

309.2 Owner. The *owner* of any structure shall be responsible for pest elimination within the structure prior to renting or leasing the structure.

309.3 Single occupant. The *occupant* of a one-family dwelling or of a single-*tenant* nonresidential structure shall be responsible for pest elimination on the *premises*.

309.4 Multiple occupancy. The *owner* of a structure containing two or more *dwelling units*, a multiple *occupancy*, a *rooming house* or a nonresidential structure shall be responsible for pest elimination in the public or shared areas of the structure and *exterior property*. If *infestation* is caused by failure of an *occupant* to prevent such *infestation* in the area occupied, the *occupant* and *owner* shall be responsible for pest elimination.

309.5 Occupant. The *occupant* of any structure shall be responsible for the continued rodent and pest-free condition of the structure.

Exception: Where the *infestations* are caused by defects in the structure, the *owner* shall be responsible for pest elimination.

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CHAPTER 4
LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

User note:

About this chapter: *Chapter 4 sets forth requirements to establish the minimum environment for occupiable and habitable buildings by establishing the minimum criteria for light and ventilation and identifying occupancy limitations including minimum room width and area, minimum ceiling height and restrictions to prevent overcrowding.*

SECTION 401
GENERAL

401.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for light, *ventilation* and space for occupying a structure.

401.2 Responsibility. The *owner* of the structure shall provide and maintain light, *ventilation* and space conditions in compliance with these requirements. A person shall not occupy as *owner-occupant*, or permit another person to occupy, any *premises* that do not comply with the requirements of this chapter.

401.3 Alternative devices. In lieu of the means for natural light and *ventilation* herein prescribed, artificial light or mechanical *ventilation* complying with the *International Building Code* shall be permitted.

SECTION 402
LIGHT

402.1 Habitable spaces. Every *habitable space* shall have not less than one window of *approved* size facing directly to the outdoors or to a court. The minimum total glazed area for every *habitable space* shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

Exception: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be not less than 8 percent of the floor area of the interior room or space, or not less than 25 square feet (2.33 m^2), whichever is greater. The exterior glazing area shall be based on the total floor area being served.

402.2 Common halls and stairways. Every common hall and stairway in residential occupancies, other than in one- and two-family dwellings, shall be lighted at all times with not less than a 60-watt standard incandescent light bulb for each 200 square feet (19 m^2) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, interior and exterior means of egress, stairways shall be illuminated at all times the building space served by the means of egress is occupied with not less than 1 footcandle (11 lux) at floors, landings and treads.

402.3 Other spaces. Other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe *occupancy* of the space and utilization of the appliances, equipment and fixtures.

SECTION 403
VENTILATION

403.1 Habitable spaces. Every *habitable space* shall have not less than one openable window. The total openable area of the window in every room shall be equal to not less than 45 percent of the minimum glazed area required in Section 402.1.

Exception: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be not less than 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m^2). The *ventilation* openings to the outdoors shall be based on a total floor area being ventilated.

403.2 Bathrooms and toilet rooms. Every *bathroom* and *toilet room* shall comply with the *ventilation* requirements for *habitable spaces* as required by Section 403.1, except that a window shall not be required in such spaces equipped with a mechanical *ventilation* system. Air exhausted by a mechanical *ventilation* system from a *bathroom* or *toilet room* shall discharge to the outdoors and shall not be recirculated.

403.3 Cooking facilities. Unless *approved* through the certificate of *occupancy*, cooking shall not be permitted in any *rooming unit* or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in the *rooming unit* or dormitory unit.

Exceptions:

1. Where specifically *approved* in writing by the *code official*.
2. Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.

403.4 Process ventilation. Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust *ventilation* system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.

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403.5 Clothes dryer exhaust. Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted outside the structure in accordance with the manufacturer's instructions.

Exception: Listed and *labeled* condensing (ductless) clothes dryers.

SECTION 404
OCCUPANCY LIMITATIONS

404.1 Privacy. *Dwelling units*, hotel units, *housekeeping units*, *rooming units* and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.

404.2 Minimum room widths. A habitable room, other than a kitchen, shall be not less than 7 feet (2134 mm) in any plan dimension. Kitchens shall have a minimum clear passageway of 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.

404.3 Minimum ceiling heights. *Habitable spaces*, hallways, corridors, laundry areas, *bathrooms*, *toilet rooms* and habitable *basement* areas shall have a minimum clear ceiling height of 7 feet (2134 mm).

Exceptions:

1. In one- and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting not greater than 6 inches (152 mm) below the required ceiling height.
2. *Basement* rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a minimum ceiling height of 6 feet 8 inches (2033 mm) with a minimum clear height of 6 feet 4 inches (1932 mm) under beams, girders, ducts and similar obstructions.
3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a minimum clear ceiling height of 7 feet (2134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of 5 feet (1524 mm) shall be included.

404.4 Bedroom and living room requirements. Every *bedroom* and living room shall comply with the requirements of Sections 404.4.1 through 404.4.5.

404.4.1 Room area. Every living room shall contain not less than 120 square feet (11.2 m^2) and every bedroom shall contain not less than 70 square feet (6.5 m^2) and every bedroom occupied by more than one person shall contain not less than 50 square feet (4.6 m^2) of floor area for each occupant thereof.

404.4.2 Access from bedrooms. *Bedrooms* shall not constitute the only means of access to other *bedrooms* or *habitable spaces* and shall not serve as the only means of egress from other *habitable spaces*.

Exception: Units that contain fewer than two *bedrooms*.

404.4.3 Water closet accessibility. Every *bedroom* shall have access to not less than one water closet and one lavatory without passing through another *bedroom*. Every *bedroom* in a *dwelling unit* shall have access to not less than one water closet and lavatory located in the same story as the *bedroom* or an adjacent story.

404.4.4 Prohibited occupancy. Kitchens and nonhabitable spaces shall not be used for sleeping purposes.

404.4.5 Other requirements. *Bedrooms* shall comply with the applicable provisions of this code including, but not limited to, the light, *ventilation*, room area, ceiling height and room width requirements of this chapter; the plumbing facilities and water-heating facilities requirements of Chapter 5; the heating facilities and electrical receptacle requirements of Chapter 6; and the smoke detector and emergency escape requirements of Chapter 7.

404.5 Overcrowding. Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of Table 404.5.

TABLE 404.5
MINIMUM AREA REQUIREMENTS

SPACE	MINIMUM AREA IN SQUARE FEET		
	1-2 occupants	3-5 occupants	6 or more occupants
Living room[a, b]	120	120	150
Dining room[a, b]	No requirement	80	100
Bedrooms	Shall comply with Section 404.4.1		

For SI: 1 square foot = 0.0929 m^2.

a. See Section 404.5.2 for combined living room/dining room spaces.

b. See Section 404.5.1 for limitations on determining the minimum occupancy area for sleeping purposes.

404.5.1 Sleeping area. The minimum occupancy area required by Table 404.5 shall not be included as a sleeping area in determining the minimum occupancy area for sleeping purposes. Sleeping areas shall comply with Section 404.4.

404.5.2 Combined spaces. Combined living room and dining room spaces shall comply with the requirements of Table 404.5 if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living room/dining room.

404.6 Efficiency unit. Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements:

1. A unit occupied by not more than one occupant shall have a minimum clear floor area of 120 square feet (11.2 m^2). A unit occupied by not more than two *occupants* shall have a minimum clear floor area of 220 square feet (20.4 m^2). A unit occupied by three *occupants* shall have a minimum clear floor area of 320 square feet (29.7 m^2). These required areas shall be exclusive of the areas required by Items 2 and 3.
2. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a minimum clear working space of 30 inches (762 mm)

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in front. Light and *ventilation* conforming to this code shall be provided.

3. The unit shall be provided with a separate *bathroom* containing a water closet, lavatory and bathtub or shower.
4. The maximum number of *occupants* shall be three.

404.7 Food preparation. Spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.

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CHAPTER 5
PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

User note:

About this chapter: *Chapter 5 establishes minimum sanitary and clean conditions in occupied buildings by containing requirements for the installation, maintenance and location of plumbing systems and facilities, including the water supply system, water heating appliances, sewage disposal systems and related plumbing fixtures. Chapter 5 includes requirements for providing potable water to a building and the basic fixtures to effectively utilize and dispose of that water.*

SECTION 501
GENERAL

501.1 Scope. The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

501.2 Responsibility. The *owner* of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any structure or *premises* that does not comply with the requirements of this chapter.

SECTION 502
REQUIRED FACILITIES

[P] 502.1 Dwelling units. Every *dwelling unit* shall contain its own bathtub or shower, lavatory, water closet and kitchen sink that shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

[P] 502.2 Rooming houses. Not less than one water closet, lavatory and bathtub or shower shall be supplied for each four *rooming units*.

[P] 502.3 Hotels. Where private water closets, lavatories and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each 10 *occupants*.

[P] 502.4 Employees' facilities. Not less than one water closet, one lavatory and one drinking facility shall be available to employees.

[P] 502.4.1 Drinking facilities. Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in *toilet rooms* or *bathrooms*.

[P] 502.5 Public toilet facilities. Public toilet facilities shall be maintained in a safe, sanitary and working condition in accordance with the *International Plumbing Code*. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during *occupancy* of the *premises*.

SECTION 503
TOILET ROOMS

[P] 503.1 Privacy. *Toilet rooms* and *bathrooms* shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all common or shared *bathrooms* and *toilet rooms* in a multiple dwelling.

[P] 503.2 Location. *Toilet rooms* and *bathrooms* serving hotel units, *rooming units* or dormitory units or *housekeeping units*, shall have access by traversing not more than one flight of stairs and shall have access from a common hall or passageway.

[P] 503.3 Location of employee toilet facilities. Toilet facilities shall have access from within the employees' working area. The required toilet facilities shall be located not more than one story above or below the employees' working area and the path of travel to such facilities shall not exceed a distance of 500 feet (152 m). Employee facilities shall either be separate facilities or combined employee and public facilities.

Exception: Facilities that are required for employees in storage structures or kiosks, which are located in adjacent structures under the same ownership, lease or control, shall not exceed a travel distance of 500 feet (152 m) from the employees' regular working area to the facilities.

[P] 503.4 Floor surface. In other than *dwelling units*, every *toilet room* floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

SECTION 504
PLUMBING SYSTEMS AND FIXTURES

[P] 504.1 General. Plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. Plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

[P] 504.2 Fixture clearances. Plumbing fixtures shall have adequate clearances for usage and cleaning.

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[P] 504.3 Plumbing system hazards. Where it is found that a plumbing system in a structure constitutes a hazard to the *occupants* or the structure by reason of inadequate service, inadequate venting, cross connection, backsiphonage, improper installation, *deterioration* or damage or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

SECTION 505
WATER SYSTEM

[P] 505.1 General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an *approved* private water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the *International Plumbing Code*.

[P] 505.2 Contamination. The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.

[P] 505.3 Supply. The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

[P] 505.4 Water heating facilities. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature not less than 110°F (43°C). A gas-burning water heater shall not be located in any *bathroom*, *toilet room*, *bedroom* or other occupied room normally kept closed, unless adequate combustion air is provided. An *approved* combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

[P] 505.5 Nonpotable water reuse systems. Nonpotable water reuse systems and rainwater collection and conveyance systems shall be maintained in a safe and sanitary condition. Where such systems are not properly maintained, the systems shall be repaired to provide for safe and sanitary conditions, or the system shall be abandoned in accordance with Section 505.5.1.

[P] 505.5.1 Abandonment of systems. Where a nonpotable water reuse system or a rainwater collection and distribution system is not maintained or the owner ceases use of the system, the system shall be abandoned in accordance with Section 1301.10 of the *International Plumbing Code*.

SECTION 506
SANITARY DRAINAGE SYSTEM

[P] 506.1 General. Plumbing fixtures shall be properly connected to either a public sewer system or to an *approved* private sewage disposal system.

[P] 506.2 Maintenance. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

[P] 506.3 Grease interceptors. Grease interceptors and automatic grease removal devices shall be maintained in accordance with this code and the manufacturer's installation instructions. Grease interceptors and automatic grease removal devices shall be regularly serviced and cleaned to prevent the discharge of oil, grease, and other substances harmful or hazardous to the building drainage system, the public sewer, the private sewage disposal system or the sewage treatment plant or processes. Records of maintenance, cleaning and repairs shall be available for inspection by the *code official*.

SECTION 507
STORM DRAINAGE

[P] 507.1 General. Drainage of roofs and paved areas, *yards* and courts, and other open areas on the *premises* shall not be discharged in a manner that creates a public nuisance.

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CHAPTER 6
MECHANICAL AND ELECTRICAL REQUIREMENTS

User note:

About this chapter: *Chapter 6 establishes minimum performance requirements for heating, electrical and mechanical facilities serving existing structures, such as heating and air-conditioning equipment, appliances and their supporting systems; water heating equipment, appliances and systems; cooking equipment and appliances; ventilation and exhaust equipment; gas and liquid fuel distribution piping and components; fireplaces and solid fuel-burning appliances; chimneys and vents; electrical services; lighting fixtures; electrical receptacle outlets; electrical distribution system equipment, devices and wiring; and elevators, escalators and dumbwaiters.*

SECTION 601
GENERAL

601.1 Scope. The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

601.2 Responsibility. The *owner* of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* that does not comply with the requirements of this chapter.

SECTION 602
HEATING FACILITIES

602.1 Facilities required. Heating facilities shall be provided in structures as required by this section.

602.2 Residential occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms* based on the winter outdoor design temperature for the locality indicated in Appendix D of the *International Plumbing Code*. Cooking appliances shall not be used, nor shall portable unvented fuel-burning space heaters be used, as a means to provide required heating.

Exception: In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.3 Heat supply. Every *owner* and *operator* of any building who rents, leases or lets one or more *dwelling units* or *sleeping units* on terms, either expressed or implied, to furnish heat to the *occupants* thereof shall supply heat during the period from **[DATE]** to **[DATE]** to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms*.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the *International Plumbing Code*.
2. In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from **[DATE]** to **[DATE]** to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

602.5 Room temperature measurement. The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

SECTION 603
MECHANICAL EQUIPMENT

603.1 Mechanical equipment and appliances. Mechanical equipment, appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

603.2 Removal of combustion products. Fuel-burning equipment and appliances shall be connected to an *approved* chimney or vent.

Exception: Fuel-burning equipment and appliances that are *labeled* for unvented operation.

603.3 Clearances. Required clearances to combustible materials shall be maintained.

603.4 Safety controls. Safety controls for fuel-burning equipment shall be maintained in effective operation.

603.5 Combustion air. A supply of air for complete combustion of the fuel and for *ventilation* of the space containing the

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fuel-burning equipment shall be provided for the fuel-burning equipment.

603.6 Energy conservation devices. Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless *labeled* for such purpose and the installation is specifically *approved*.

SECTION 604
ELECTRICAL FACILITIES

604.1 Facilities required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70. *Dwelling units* shall be served by a three-wire, 120/240 volt, single-phase electrical service having a minimum rating of 60 amperes.

604.3 Electrical system hazards. Where it is found that the electrical system in a structure constitutes a hazard to the *occupants* or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, *deterioration* or damage, or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

604.3.1 Abatement of electrical hazards associated with water exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to water.

604.3.1.1 Electrical equipment. Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motors and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the *International Building Code*.

Exception: The following equipment shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement:

1. Enclosed switches, rated not more than 600 volts or less.
2. Busway, rated not more than 600 volts.
3. Panelboards, rated not more than 600 volts.
4. Switchboards, rated not more than 600 volts.
5. Fire pump controllers, rated not more than 600 volts.
6. Manual and magnetic motor controllers.
7. Motor control centers.
8. Alternating current high-voltage circuit breakers.
9. Low-voltage power circuit breakers.
10. Protective relays, meters and current transformers.
11. Low- and medium-voltage switchgear.
12. Liquid-filled transformers.
13. Cast-resin transformers.
14. Wire or cable that is suitable for wet locations and whose ends have not been exposed to water.
15. Wire or cable, not containing fillers, that is suitable for wet locations and whose ends have not been exposed to water.
16. Luminaires that are listed as submersible.
17. Motors.
18. Electronic control, signaling and communication equipment.

604.3.2 Abatement of electrical hazards associated with fire exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to fire.

604.3.2.1 Electrical equipment. Electrical switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits, that have been exposed to fire, shall be replaced in accordance with the provisions of the *International Building Code*.

Exception: Electrical switches, receptacles and fixtures that shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement.

SECTION 605
ELECTRICAL EQUIPMENT

605.1 Installation. Electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and *approved* manner.

605.2 Receptacles. Every *habitable space* in a dwelling shall contain not less than two separate and remote receptacle outlets. Every laundry area shall contain not less than one grounding-type receptacle or a receptacle with a ground fault circuit interrupter. Every *bathroom* shall contain not less than one receptacle. Any new *bathroom* receptacle outlet shall have ground fault circuit interrupter protection. All receptacle outlets shall have the appropriate faceplate cover for the location.

605.3 Luminaires. Every public hall, interior stairway, *toilet room*, kitchen, *bathroom*, laundry room, boiler room and furnace room shall contain not less than one electric luminaire.

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Pool and spa luminaires over 15 V shall have ground fault circuit interrupter protection.

605.4 Wiring. Flexible cords shall not be used for permanent wiring, or for running through doors, windows, or cabinets, or concealed within walls, floors, or ceilings.

SECTION 606
ELEVATORS, ESCALATORS AND DUMBWAITERS

606.1 General. Elevators, dumbwaiters and escalators shall be maintained in compliance with ASME A17.1. The most current certificate of inspection shall be on display at all times within the elevator or attached to the escalator or dumbwaiter, be available for public inspection in the office of the building *operator* or be posted in a publicly conspicuous location *approved* by the *code official*. The inspection and tests shall be performed at not less than the periodic intervals listed in ASME A17.1, Appendix N, except where otherwise specified by the authority having jurisdiction.

606.2 Elevators. In buildings equipped with passenger elevators, not less than one elevator shall be maintained in operation at all times when the building is occupied.

Exception: Buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing.

SECTION 607
DUCT SYSTEMS

607.1 General. Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.

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CHAPTER 7

FIRE SAFETY REQUIREMENTS

User note:

About this chapter: *Chapter 7 establishes fire safety requirements for existing structures by containing requirements for means of egress, including path of travel, required egress width, means of egress doors and emergency escape openings, and for the maintenance of fire-resistance-rated assemblies, fire protection systems, and carbon monoxide alarm and detection systems.*

SECTION 701
GENERAL

701.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior *premises*, including fire safety facilities and equipment to be provided.

701.2 Responsibility. The *owner* of the *premises* shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* that do not comply with the requirements of this chapter.

SECTION 702
MEANS OF EGRESS

[F] 702.1 General. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the *public way*. Means of egress shall comply with the *International Fire Code*.

[F] 702.2 Aisles. The required width of aisles in accordance with the *International Fire Code* shall be unobstructed.

[F] 702.3 Locked doors. Means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the *International Building Code*.

[F] 702.4 Emergency escape openings. Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided that the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

SECTION 703
FIRE-RESISTANCE RATINGS

[F] 703.1 Fire-resistance-rated assemblies. The provisions of this chapter shall govern maintenance of the materials, systems and assemblies used for structural fire resistance and fire-resistance-rated construction separation of adjacent spaces to safeguard against the spread of fire and smoke within a building and the spread of fire to or from buildings.

[F] 703.2 Unsafe conditions. Where any components are not maintained and do not function as intended or do not have the fire resistance required by the code under which the building was constructed or altered, such components or portions thereof shall be deemed unsafe conditions in accordance with Section 111.1.1 of the *International Fire Code*. Components or portions thereof determined to be unsafe shall be repaired or replaced to conform to that code under which the building was constructed or altered. Where the condition of components is such that any building, structure or portion thereof presents an imminent danger to the occupants of the building, structure or portion thereof, the fire code official shall act in accordance with Section 111.2 of the *International Fire Code*.

[F] 703.3 Maintenance. The required fire-resistance rating of fire-resistance-rated construction, including walls, firestops, shaft enclosures, partitions, smoke barriers, floors, fire-resistive coatings and sprayed fire-resistant materials applied to structural members and joint systems, shall be maintained. Such elements shall be visually inspected annually by the owner and repaired, restored or replaced where damaged, altered, breached or penetrated. Records of inspections and repairs shall be maintained. Where concealed, such elements shall not be required to be visually inspected by the owner unless the concealed space is accessible by the removal or movement of a panel, access door, ceiling tile or entry to the space. Openings made therein for the passage of pipes, electrical conduit, wires, ducts, air transfer and any other reason shall be protected with approved methods capable of resisting the passage of smoke and fire. Openings through fire-resistance-rated assemblies shall be protected by self- or automatic-closing doors of approved construction meeting the fire protection requirements for the assembly.

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[F] 703.3.1 Fire blocking and draft stopping. Required fire blocking and draft stopping in combustible concealed spaces shall be maintained to provide continuity and integrity of the construction.

[F] 703.3.2 Smoke barriers and smoke partitions. Required smoke barriers and smoke partitions shall be maintained to prevent the passage of smoke. Openings protected with approved smoke barrier doors or smoke dampers shall be maintained in accordance with NFPA 105.

[F] 703.3.3 Fire walls, fire barriers, and fire partitions. Required fire walls, fire barriers and fire partitions shall be maintained to prevent the passage of fire. Openings protected with approved doors or fire dampers shall be maintained in accordance with NFPA 80.

[F] 703.4 Opening protectives. Opening protectives shall be maintained in an operative condition in accordance with NFPA 80. The application of field-applied labels associated with the maintenance of opening protectives shall follow the requirements of the approved third-party certification organization accredited for listing the opening protective. Fire doors and smoke barrier doors shall not be blocked or obstructed, or otherwise made inoperable. Fusible links shall be replaced whenever fused or damaged. Fire door assemblies shall not be modified.

[F] 703.4.1 Signs. Where required by the code official, a sign shall be permanently displayed on or near each fire door in letters not less than 1 inch (25 mm) high to read as follows:

1. For doors designed to be kept normally open: FIRE DOOR – DO NOT BLOCK.
2. For doors designed to be kept normally closed: FIRE DOOR – KEEP CLOSED.

[F] 703.4.2 Hold-open devices and closers. Hold-open devices and automatic door closers shall be maintained. During the period that such a device is out of service for repairs, the door it operates shall remain in the closed position.

[F] 703.4.3 Door operation. Swinging fire doors shall close from the full-open position and latch automatically. The door closer shall exert enough force to close and latch the door from any partially open position.

[F] 703.5 Ceilings. The hanging and displaying of salable goods and other decorative materials from acoustical ceiling systems that are part of a fire-resistance-rated horizontal assembly shall be prohibited.

[F] 703.6 Testing. Horizontal and vertical sliding and rolling fire doors shall be inspected and tested annually to confirm operation and full closure. Records of inspections and testing shall be maintained.

[F] 703.7 Vertical shafts. Interior vertical shafts, including stairways, elevator hoistways and service and utility shafts, which connect two or more stories of a building shall be enclosed or protected as required in Chapter 11 of the *International Fire Code*. New floor openings in existing buildings shall comply with the *International Building Code*.

[F] 703.8 Opening protective closers. Where openings are required to be protected, opening protectives shall be maintained self-closing or automatic-closing by smoke detection. Existing fusible-link-type automatic door-closing devices shall be replaced if the fusible link rating exceeds 135°F (57°C).

SECTION 704
FIRE PROTECTION SYSTEMS

[F] 704.1 Inspection, testing and maintenance. Fire detection, alarm and extinguishing systems, mechanical smoke exhaust systems, and smoke and heat vents shall be maintained in accordance with the *International Fire Code* in an operative condition at all times, and shall be replaced or repaired where defective.

[F] 704.1.1 Installation. Fire protection systems shall be maintained in accordance with the original installation standards for that system. Required systems shall be extended, altered or augmented as necessary to maintain and continue protection where the building is altered or enlarged. Alterations to fire protection systems shall be done in accordance with applicable standards.

[F] 704.1.2 Required fire protection systems. Fire protection systems required by this code, the *International Fire Code* or the *International Building Code* shall be installed, repaired, operated, tested and maintained in accordance with this code. A fire protection system for which a design option, exception or reduction to the provisions of this code, the *International Fire Code* or the *International Building Code* has been granted shall be considered to be a required system.

[F] 704.1.3 Fire protection systems. Fire protection systems shall be inspected, maintained and tested in accordance with the following *International Fire Code* requirements.

1. Automatic sprinkler systems, see Section 903.5.
2. Automatic fire-extinguishing systems protecting commercial cooking systems, see Section 904.12.5.
3. Automatic water mist extinguishing systems, see Section 904.11.
4. Carbon dioxide extinguishing systems, see Section 904.8.
5. Carbon monoxide alarms and carbon monoxide detection systems, see Section 915.6.
6. Clean-agent extinguishing systems, see Section 904.10.
7. Dry-chemical extinguishing systems, see Section 904.6.
8. Fire alarm and fire detection systems, see Section 907.8.
9. Fire department connections, see Sections 912.4 and 912.7.
10. Fire pumps, see Section 913.5.
11. Foam extinguishing systems, see Section 904.7.
12. Halon extinguishing systems, see Section 904.9.

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13. Single- and multiple-station smoke alarms, see Section 907.10.
14. Smoke and heat vents and mechanical smoke removal systems, see Section 910.5.
15. Smoke control systems, see Section 909.20.
16. Wet-chemical extinguishing systems, see Section 904.5.

[F] 704.2 Standards. Fire protection systems shall be inspected, tested and maintained in accordance with the referenced standards listed in Table 704.2 and as required in this section.

TABLE 704.2
FIRE PROTECTION SYSTEM MAINTENANCE STANDARDS

SYSTEM	STANDARD
Portable fire extinguishers	NFPA 10
Carbon dioxide fire-extinguishing system	NFPA 12
Halon 1301 fire-extinguishing systems	NFPA 12A
Dry-chemical extinguishing systems	NFPA 17
Wet-chemical extinguishing systems	NFPA 17A
Water-based fire protection systems	NFPA 25
Fire alarm systems	NFPA 72
Smoke and heat vents	NFPA 204
Water-mist systems	NFPA 750
Clean-agent extinguishing systems	NFPA 2001

[F] 704.2.1 Records. Records shall be maintained of all system inspections, tests and maintenance required by the referenced standards.

[F] 704.2.2 Records information. Initial records shall include the: name of the installation contractor; type of components installed; manufacturer of the components; location and number of components installed per floor; and manufacturers' operation and maintenance instruction manuals. Such records shall be maintained for the life of the installation.

[F] 704.3 Systems out of service. Where a required fire protection system is out of service, the fire department and the fire code official shall be notified immediately and, where required by the fire code official, either the building shall be evacuated or an approved fire watch shall be provided for all occupants left unprotected by the shutdown until the fire protection system has been returned to service. Where utilized, fire watches shall be provided with not less than one approved means for notification of the fire department and shall not have duties beyond performing constant patrols of the protected premises and keeping watch for fires. Actions shall be taken in accordance with Section 901 of the *International Fire Code* to bring the systems back in service.

[F] 704.3.1 Emergency impairments. Where unplanned impairments of fire protection systems occur, appropriate emergency action shall be taken to minimize potential injury and damage. The impairment coordinator shall implement the steps outlined in Section 901.7.4 of the *International Fire Code*.

[F] 704.4 Removal of or tampering with equipment. It shall be unlawful for any person to remove, tamper with or otherwise disturb any fire hydrant, fire detection and alarm system, fire suppression system or other fire appliance required by this code except for the purposes of extinguishing fire, training, recharging or making necessary repairs.

[F] 704.4.1 Removal of or tampering with appurtenances. Locks, gates, doors, barricades, chains, enclosures, signs, tags and seals that have been installed by or at the direction of the fire code official shall not be removed, unlocked, destroyed or tampered with in any manner.

[F] 704.4.2 Removal of existing occupant-use hose lines. The fire code official is authorized to permit the removal of existing occupant-use hose lines where all of the following apply:

1. The installation is not required by the *International Fire Code* or the *International Building Code*.
2. The hose line would not be utilized by trained personnel or the fire department.
3. The remaining outlets are compatible with local fire department fittings.

[F] 704.4.3 Termination of monitoring service. For fire alarm systems required to be monitored by the *International Fire Code*, notice shall be made to the fire code official whenever alarm monitoring services are terminated. Notice shall be made in writing by the provider of the monitoring service being terminated.

[F] 704.5 Fire department connection. Where the fire department connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an *approved* sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" not less than 6 inches (152 mm) high and words in letters not less than 2 inches (51 mm) high or an arrow to indicate the location. Such signs shall be subject to the approval of the fire code official.

[F] 704.5.1 Fire department connection access. Ready access to fire department connections shall be maintained at all times and without obstruction by fences, bushes, trees, walls or any other fixed or movable object. Access to fire department connections shall be approved by the fire chief.

Exception: Fences, where provided with an access gate equipped with a sign complying with the legend requirements of Section 912.5 of the *International Fire Code* and a means of emergency operation. The gate and the means of emergency operation shall be approved by the fire chief and maintained operational at all times.

[F] 704.5.2 Clear space around connections. A working space of not less than 36 inches (914 mm) in width, 36 inches (914 mm) in depth and 78 inches (1981 mm) in height shall be provided and maintained in front of and to the sides of wall-mounted fire department connections and around the circumference of free-standing fire department connections.

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[F] 704.6 Single- and multiple-station smoke alarms. Single- and multiple-station smoke alarms shall be installed in existing Group I-1 and R occupancies in accordance with Sections 704.6.1 through 704.6.3.

[F] 704.6.1 Where required. Existing Group I-1 and R occupancies shall be provided with single-station smoke alarms in accordance with Sections 704.6.1.1 through 704.6.1.4. Interconnection and power sources shall be in accordance with Sections 704.6.2 and 704.6.3.

Exceptions:

1. Where the code that was in effect at the time of construction required smoke alarms and smoke alarms complying with those requirements are already provided.
2. Where smoke alarms have been installed in occupancies and dwellings that were not required to have them at the time of construction, additional smoke alarms shall not be required provided that the existing smoke alarms comply with requirements that were in effect at the time of installation.
3. Where smoke detectors connected to a fire alarm system have been installed as a substitute for smoke alarms.

[F] 704.6.1.1 Group R-1. Single- or multiple-station smoke alarms shall be installed in all of the following locations in Group R-1:

1. In sleeping areas.
2. In every room in the path of the *means of egress* from the sleeping area to the door leading from the *sleeping unit*.
3. In each story within the *sleeping unit*, including basements. For *sleeping units* with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

[F] 704.6.1.2 Groups R-2, R-3, R-4 and I-1. Single- or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and I-1 regardless of *occupant load* at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a *dwelling unit*, including *basements* but not including crawl spaces and uninhabitable attics. In *dwellings* or *dwelling units* with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

[F] 704.6.1.3 Installation near cooking appliances. Smoke alarms shall not be installed in the following locations unless this would prevent placement of a smoke alarm in a location required by Section 704.6.1.1 or 704.6.1.2.

1. Ionization smoke alarms shall not be installed less than 20 feet (6096 m) horizontally from a permanently installed cooking appliance.
2. Ionization smoke alarms with an alarm-silencing switch shall not be installed less than 10 feet (3048 mm) horizontally from a permanently installed cooking appliance.
3. Photoelectric smoke alarms shall not be installed less than 6 feet (1829 mm) horizontally from a permanently installed cooking appliance.

[F] 704.6.1.4 Installation near bathrooms. Smoke alarms shall be installed not less than 3 feet (914 mm) horizontally from the door or opening of a bathroom that contains a bathtub or shower unless this would prevent placement of a smoke alarm required by Section 704.6.1.1 or 704.6.1.2.

[F] 704.6.2 Interconnection. Where more than one smoke alarm is required to be installed within an individual *dwelling* or *sleeping unit*, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

Exceptions:

1. Interconnection is not required in buildings that are not undergoing *alterations*, repairs or construction of any kind.
2. Smoke alarms in existing areas are not required to be interconnected where *alterations* or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available that could provide access for interconnection without the removal of interior finishes.

[F] 704.6.3 Power source. Single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms with integral strobes that are not equipped with battery backup shall be connected to an emergency electrical system. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

Exceptions:

1. Smoke alarms are permitted to be solely battery operated in existing buildings where construction is not taking place.
2. Smoke alarms are permitted to be solely battery operated in buildings that are not served from a commercial power source.

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3. Smoke alarms are permitted to be solely battery operated in existing areas of buildings undergoing *alterations* or repairs that do not result in the removal of interior walls or ceiling finishes exposing the structure, unless there is an attic, crawl space or *basement* available that could provide access for building wiring without the removal of interior finishes.

[F] 704.6.4 Smoke detection system. Smoke detectors listed in accordance with UL 268 and provided as part of the building's fire alarm system shall be an acceptable alternative to single- and multiple-station smoke alarms and shall comply with the following:

1. The fire alarm system shall comply with all applicable requirements in Section 907 of the *International Fire Code*.
2. Activation of a smoke detector in a dwelling or sleeping unit shall initiate alarm notification in the *dwelling* or *sleeping unit* in accordance with Section 907.5.2 of the *International Fire Code*.
3. Activation of a smoke detector in a *dwelling* or *sleeping unit* shall not activate alarm notification appliances outside of the *dwelling* or *sleeping unit*, provided that a supervisory signal is generated and monitored in accordance with Section 907.6.6 of the *International Fire Code*.

[F] 704.7 Single- and multiple-station smoke alarms. Single- and multiple-station smoke alarms shall be tested and maintained in accordance with the manufacturer's instructions. Smoke alarms that do not function shall be replaced. Smoke alarms installed in one- and two-family dwellings shall be replaced not more than 10 years from the date of manufacture marked on the unit, or shall be replaced if the date of manufacture cannot be determined.

SECTION 705
CARBON MONOXIDE ALARMS AND DETECTION

[F] 705.1 General. Carbon monoxide alarms shall be installed in dwellings in accordance with Section 1103.9 of the *International Fire Code*, except that alarms in dwellings covered by the *International Residential Code* shall be installed in accordance with Section R315 of that code.

[F] 705.2 Carbon monoxide alarms and detectors. Carbon monoxide alarms and carbon monoxide detection systems shall be maintained in accordance with NFPA 720. Carbon monoxide alarms and carbon monoxide detectors that become inoperable or begin producing end-of-life signals shall be replaced.

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CHAPTER 8
REFERENCED STANDARDS

User note:

About this chapter: *This code contains numerous references to standards promulgated by other organizations that are used to provide requirements for materials and methods of construction. Chapter 8 contains a comprehensive list of all standards that are referenced in this code. These standards, in essence, are part of this code to the extent of the reference to the standard.*

This chapter lists the standards that are referenced in various sections of this document. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title and the section or sections of this document that reference the standard. The application of the referenced standards shall be as specified in Section 102.7.

ASME

American Society of Mechanical Engineers
Two Park Avenue
New York, NY 10016-5990

ASME A17.1—2016/CSA B44—16: Safety Code for Elevators and Escalators
606.1

ASTM

ASTM International
100 Barr Harbor Drive, P.O. Box C700
West Conshohocken, PA 19428-2959

F1346—91 (2010): Performance Specifications for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs
303.2

ICC

International Code Council
500 New Jersey Avenue, NW
6th Floor
Washington, DC 20001

IBC—18: International Building Code®
102.3, 201.3, 304.1.1, 305.1.1, 306.1.1, 401.3, 604.3.1.1, 604.3.2.1, 702.3, 704.4.2

IECC—18: International Energy Conservation Code®
102.3

IEBC—18: International Existing Building Code®
102.3, 201.3, 304.1.1, 305.1.1, 306.1.1

IFC—18: International Fire Code®
102.3, 201.3, 604.3.1.1, 702.1, 702.2, 704.1, 704.1.2, 704.1.3, 704.3, 704.3.1, 704.4.2, 704.4.3, 704.5.1, 704.6.4, 705.1

IFGC—18: International Fuel Gas Code®
102.3, 201.3

IMC—18: International Mechanical Code®
102.3, 201.3

IPC—18: International Plumbing Code®
102.3, 201.3, 502.5, 505.1, 505.5.1, 602.2, 602.3

IRC—18: International Residential Code®
102.3, 201.3

IZC—18: International Zoning Code®
102.3, 201.3

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NFPA

National Fire Protection Association
1 Batterymarch Park
Quincy, MA 02169-7471

10—17: Standard for Portable Fire Extinguishers
Table 704.2

12—15: Standard on Carbon Dioxide Extinguishing Systems
Table 704.2

12A—15: Standard on Halon 1301 Fire Extinguishing Systems
Table 704.2

17—17: Standard for Dry Chemical Extinguishing Systems
Table 704.2

17A—17: Standard for Wet Chemical Extinguishing Systems
Table 704.2

25—17: Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems
Table 704.2

70—17: National Electrical Code
102.3, 201.3, 604.2

72—16: National Fire Alarm and Signaling Code
Table 704.2

80—16: Standard for Fire Doors and Other Opening Protectives
703.3.3, 703.4

105—16: Standard for Smoke Door Assemblies and Other Opening Protectives
703.3.2

204—15: Standard for Smoke and Heat Venting
Table 704.2

720—15: Standard for the Installation of Carbon Monoxide (CO) Detection and Warning Equipment
[F] 705.2

750—14: Standard on Water Mist Fire Protection Systems
Table 704.2

2001—15: Standard on Clean Agent Fire Extinguishing Systems
Table 704.2

UL

Underwriters Laboratories, LLC
333 Pfingsten Road
Northbrook, IL 60062

268—09: Smoke Detectors for Fire Alarm Systems
704.6.4

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APPENDIX A
BOARDING STANDARD

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

User note:

About this appendix: *Appendix A provides minimum specifications for boarding a structure. This can be utilized by a jurisdiction as a set of minimum requirements in order to result in consistent boarding quality. These requirements also provide a reasonable means to eliminate having to approve numerous methods or materials for the boarding and securing of a structure. It is important to note that the provisions of Appendix A are not mandatory unless specifically referenced in the adopting ordinance of the authority having jurisdiction.*

A101
GENERAL

A101.1 General. Windows and doors shall be boarded in an *approved* manner to prevent entry by unauthorized persons and shall be painted to correspond to the color of the existing structure.

A102
MATERIALS

A102.1 Boarding sheet material. Boarding sheet material shall be minimum $^1/_2$-inch-thick (12.7 mm) wood structural panels complying with the *International Building Code*.

A102.2 Boarding framing material. Boarding framing material shall be minimum nominal 2-inch by 4-inch (51 mm by 102 mm) solid sawn lumber complying with the *International Building Code*.

A102.3 Boarding fasteners. Boarding fasteners shall be minimum $^3/_8$-inch-diameter (9.5 mm) carriage bolts of such a length as required to penetrate the assembly and as required to adequately attach the washers and nuts. Washers and nuts shall comply with the *International Building Code*.

A103
INSTALLATION

A103.1 Boarding installation. The boarding installation shall be in accordance with Figures A103.1(1) and A103.1(2) and Sections A103.2 through A103.5.

A103.2 Boarding sheet material. The boarding sheet material shall be cut to fit the door or window opening neatly or shall be cut to provide an equal overlap at the perimeter of the door or window.

A103.3 Windows. The window shall be opened to allow the carriage bolt to pass through or the window sash shall be removed and stored. The 2-inch by 4-inch (51 mm by 102 mm) strong back framing material shall be cut minimum 2 inches (51 mm) wider than the window opening and shall be placed on the inside of the window opening 6 inches (152 mm) minimum above the bottom and below the top of the window opening. The framing and boarding shall be pre-drilled. The assembly shall be aligned and the bolts, washers and nuts shall be installed and secured.

A103.4 Door walls. The door opening shall be framed with minimum 2-inch by 4-inch (51 mm by 102 mm) framing material secured at the entire perimeter and vertical members at a maximum of 24 inches (610 mm) on center. Blocking shall also be secured at a maximum of 48 inches (1219 mm) on center vertically. Boarding sheet material shall be secured with screws and nails alternating every 6 inches (152 mm) on center.

A103.5 Doors. Doors shall be secured by the same method as for windows or door openings. One door to the structure shall be available for authorized entry and shall be secured and locked in an *approved* manner.

A104
REFERENCED STANDARD

IBC—18	International Building Code	A102.1, A102.2, A102.3

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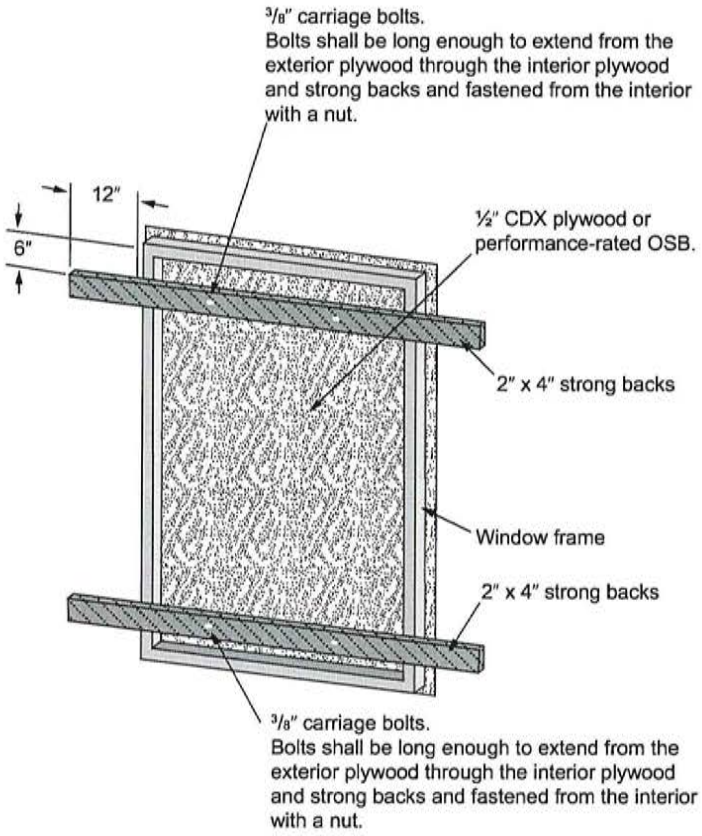
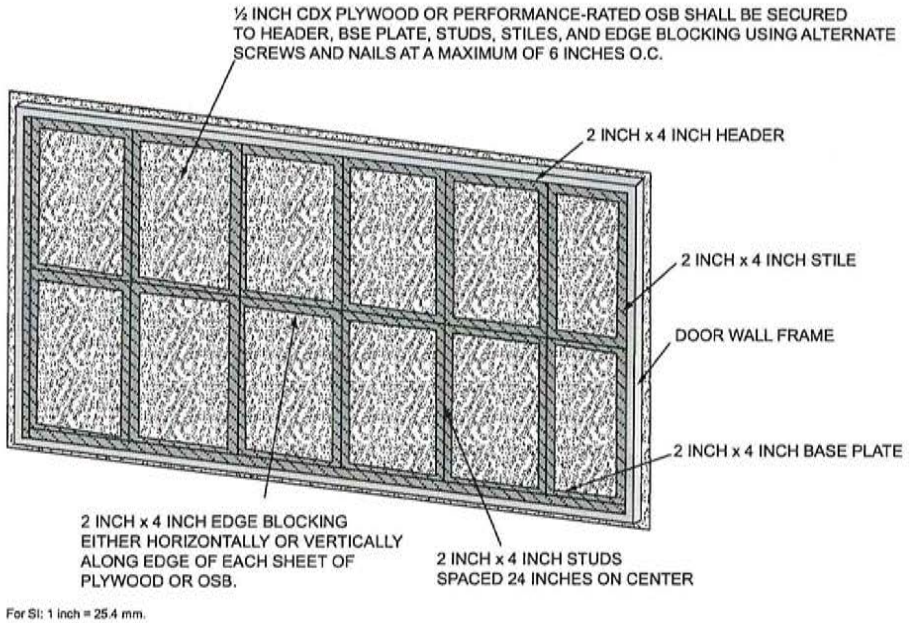


FIGURE A103.1(1)
BOARDING OF DOOR OR WINDOW



For SI: 1 inch = 25.4 mm.

FIGURE A103.1(2)
BOARDING OF DOOR WALL

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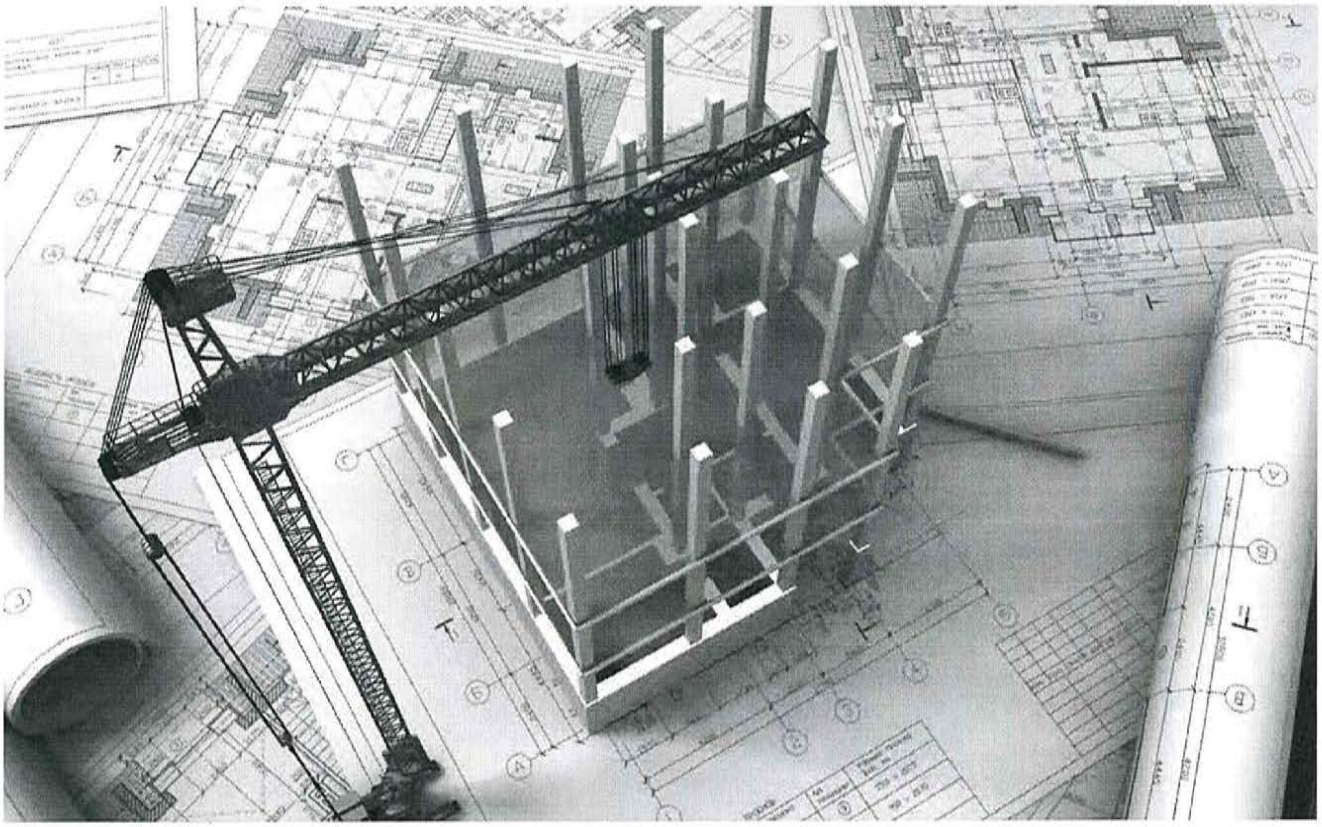
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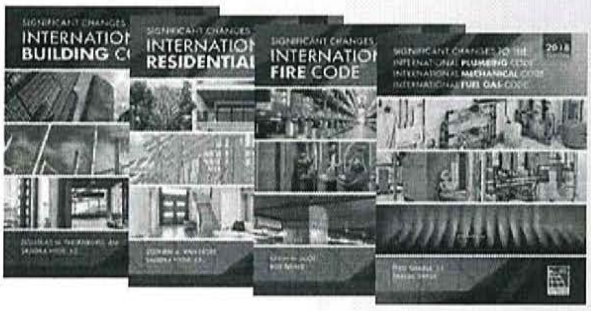
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City of Charlevoix
Code Enforcement Policy for the International Property Maintenance Code (IPMC)
October 2021

Background

The City of Charlevoix and city officials have been challenged over the years to address issues with deteriorating structures that posed threats to the health, safety, and welfare of their residents. The only regulatory remedy for these situations is to wait until a structure became so degraded that the city's Dangerous Building and Structures ordinance could be applied to force demolition. This is a long, difficult, and costly process. The IPMC was developed with the specific purpose to secure public health, safety, and welfare by establishing minimum standards for structures and premises.

Intent

The goal of the city's use of the IPMC is to protect public health, safety, and welfare by providing a means to intervene and improve deteriorating structures prior to them becoming a serious risk to city residents or so dangerous as to require demolition. This goal is the guiding principle for enforcement.

Enforcement

The items addressed by the IPMC are wide ranging and comprehensive, and minor violation will not be considered a threat to public health safety and welfare. As such, city officials or their designees will only utilize the IPMC to investigate and take further action if they find that:

- building(s) and/or property which is blighted and affects the economic well-being of the surrounding properties, and/or is detrimental to the health, safety, and welfare of the residents in the home (if any) and in the surrounding neighborhood, and

- by requiring minimal maintenance standards as prescribed by the IPMC, the building(s) and properties can be rehabilitated and maintained to provide safe and sanitary housing or commercial facilities, and

- such rehabilitation and maintenance would eliminate, remedy, and prevent blight and help reduce or eliminate the deterioration of building(s) and/or properties, to the point where they will not become a serious risk to city residents or so dangerous that they need to be demolished.

If city officials find that the above criteria for enforcement are met, every effort will be made to work with the property owner to establish reasonable timelines and remedy the violations to a standard acceptable under the IPMC. If the property owner makes little or no effort to bring the property into compliance, city officials will pursue enforcement action as prescribed by the IPMC.

CITY OF CHARLEVOIX
ORDINANCE NO. 828 of 2021
PROPERTY MAINTENANCE ORDINANCE

An ordinance adopting by reference the most recent edition of the *International Property Maintenance Code,* except as provided herein; regulating and governing the conditions and maintenance of all property, buildings and structures; by providing standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for human occupation and use; and the condemnation of buildings and structures in the City; providing the issuance of permits and collection of fees therefor; and repealing and all other ordinances and parts of ordinances within.

THE CITY OF CHARLEVOIX ORDAINS:

SECTION 1. Title IX, Chapter 91, Section 91.70 of the City of Charlevoix Code is hereby added to read as follows:

Purpose. The purpose of this ordinance is to adopt a property maintenance code to regulate and govern the conditions and maintenance of all property, buildings and structures, to provide uniform standards for occupation and use to ensure that they are safe, sanitary and fit.

SECTION 2.

Title. This Ordinance shall be known and cited as "The City of Charlevoix Property Maintenance Code."

SECTION 3.

Adoption. Pursuant to MCL 117.3 (k). that certain document marked and designated as The International Property Maintenance Code, most recently adopted edition, as published by the International Code Council, is hereby adopted as the Housing/Property Maintenance Code of the City, and each and all of the provisions of such code are hereby referred to, adopted and made a part hereof as if fully set out in this chapter, save and except such provisions as hereinafter amended or deleted.

SECTION 4.

Definitions. Wherever the term "building official," "administrative authority" or "code official" appears in the International Property Maintenance Code, as adopted in Section 3, it shall be deemed to mean the Authorized City Official (as defined in the City Code of Ordinances, as amended) and also includes the City Planner and City Zoning Administrator, or his or her duly authorized agent. Wherever the term "Municipality," "City" or "local jurisdiction" appears in such Code, it shall be deemed to mean the City of Charlevoix. Wherever the term "Board of Appeals" appears in such Code, it shall be deemed to mean the Zoning Board of Appeals of the City of Charlevoix.

SECTION 5.

Revisions. The following sections of the International Property Maintenance Code, as adopted in Section 3 above, are also hereby revised:

101.1 Insert: City of Charlevoix

103.5 Insert: Insert: Fees shall be as currently established or as hereafter adopted by resolution of the city council from time to time.

106.3 Insert: Prosecution of violation. Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed responsible for a municipal civil infraction and subject to the civil fines set forth in the City of Charlevoix Code. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

106.4. Violation penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be responsible for a municipal civil infraction and subject to the civil fines set forth in the City of Charlevoix Code. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

111.2.4. Secretary: The secretary of the appeals board will be the city clerk.

112.4. Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be responsible for a municipal civil infraction and subject to the civil fines set forth in the City of Charlevoix Code.

302.4 Insert: Ten (10) inches

304.14 Insert: Insect screens are required from April 1 through November 1

602.3 Insert: Heat shall be supplied from January 1 through December 31

602.4 Insert: Heat shall be supplied from January 1 through December 31

602.4. Occupiable Work Spaces. Insert: January 1 through December 31

SECTION 6.

File Copies. Printed copies of the International Property Maintenance Code, as adopted in Section 3, shall be kept in the office of the City Clerk, available for review and inspection by the public at all times.

SECTION 7. Severability.

No other portion, paragraph or phase of the Code of the City of Charlevoix, Michigan shall be affected by this Ordinance except as to the above sections, and in the event any portion, section or subsection of this Ordinance shall be held invalid for any reason, such invalidation shall not be construed to affect the validity of any other part or portion of this Ordinance or of the Code of the City of Charlevoix, Michigan.

SECTION 8. Inconsistent Ordinances.

Where a provision of the International Property Maintenance Code, as adopted in this Ordinance is found to be in conflict with a provision of any zoning, housing, fire, safety, or health law of the City, the County or the State, the provision which establishes the higher standard or assumes the higher jurisdiction for the promotion and protection of the health, safety and welfare of the City shall prevail.

SECTION 9. Effective Date.

This Ordinance shall become effective thirty (30) days after its enactment pursuant to the City Charter.

Ordinance No. 828 was adopted on the 15th day of November 2021 A.D., by the Charlevoix City Council as follows:
Motion by:
Second by:
Yeas:
Nays:
Absent:

State of Michigan
City of Charlevoix } §

Joyce M. Golding Clerk

Luther Kurtz Mayor

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Lake Charlevoix EMS Authority Ambulance Lease Purchase Agreement

DATE: November 15, 2021

PRESENTED BY: Mark L. Heydlauff, City Manager; Roy Griffitts, LCEMSA President

BACKGROUND:

As you know, the Lake Charlevoix EMS Authority began operations of the former City ambulance service in late July. One of the expected items upon that transition was the need to update the ambulance fleet. Two of the current ambulances are about 20 years old. To save purchase costs and be more efficient in operations, the authority plans to purchase an ambulance-level transport van that is ideal for longer-distance transfers when there is less patient care involved.

The authority is organized under Public Act 57 of 1988 which does not authorize it to take debt in its own name. As such, the authority has requested the City enter a lease purchase agreement with it and Charlevoix State Bank to purchase the vehicle with a five year installment purchase agreement. The bank is offering a rate of 2.5%; the authority will lease the vehicle from the City and own it upon final payment. The Authority will make annual lease payments to the City equal to the payments required for the bank and cover all legal and insurance costs as well. The authority will pay the up-front down payment.

Scott Beatty is the Authority's attorney and will be drafting the lease agreements shortly.

RECOMMENDATION:

Motion to authorize the City Manager to execute a PA 99 Lease Purchase agreement with Charlevoix State Bank in the amount of $90,000 at a rate not to exceed 2.5% for five years for the purchase of a 2021 Ford Transit Demers Type II Ambulance.

Motion to authorize the City Manager to execute a lease agreement with the Lake Charlevoix EMS Authority to cover all costs related to the purchase and lease of a 2021 Type II Ambulance.

ATTACHMENTS:

- Ford Transit Demers Type II Ambulance Proposal

Ambulance Proposal

Presented to

City of Charlevoix

Presented by:
Ahren Taszreak
President, Kodiak Emergency Vehicles

Proposal Date
10/13/2021

OFFICE: 517-803-4268 · KODIAK-EV.COM
10120 W. GRAND RIVER HWY. GRAND LEDGE, MI 48837

PROPOSAL OVERVIEW

Presented To:	City of Charlevoix
Proposal for:	One (1) Demers Type II ambulance – Ford Transit T250 Gas Van All Wheel Drive (AWD) - Per attached specifications.
Delivery timeline:	Approximately six (6) months after signed proposal, subject to chassis and component availability. Lead times are currently unpredictable due to industry-wide chassis, microchip, and other shortages.
Delivery:	Final delivery will be made to City of Charlevoix
Includes:	This proposal includes: • Type II Ambulance per specifications • All OEM, manufacturer, and dealer discounts and rebates • All Wheel Drive chassis ($4,326) • 20A auto-eject shore power connection ($984) • Locking upper ALS cabinet ($817) • Stryker Performance-LOAD, installed ($2,900) • Graphics ($2,000) • Delivery • Demers Warranty • Ford Fleet Warranty*
Does Not Include:	This proposal does NOT include: • Cot • Radio Installation
Price:	**$95,182.00*** * Assumes valid Ford Fleet Identification Number (FIN) and Government Price Concession (GPC) eligibility.
Payment Terms:	$5,182.00 Down Payment at time of agreement $90,000.00 Balance due before delivery (Financing to be provided by Charlevoix State Bank)
Proposal valid for:	30 days

AGREEMENT

THIS AGREEMENT is made between Kodiak Emergency Vehicles, 10120 W. Grand River Highway, Grand Ledge, MI 48837 ('Company') and the City of Charlevoix ('Buyer'). The Company agrees to sell, and the Buyer agrees to purchase: One (1) Demers Type II ambulance – Ford Transit T250 Gas Van AWD with customizations as specified, all in accordance with the terms and conditions of the Agreement.

The finished Ambulance shall be delivered by Company personnel to the City of Charlevoix.

Pricing

Buyer agrees to pay a contract price as follows:

Total Sales Price:	**$95,182.00**
Down Payment at Order:	$5,182.20
Due Before Delivery:	$90,000.00

Changes or Additions

Changes or equipment additions will be invoiced or credited separately upon completion and delivery. Unless otherwise specified, the Purchase Price is exclusive of all Federal, State, and Local Taxes of any nature.

Binding Agreement

Buyer agrees that the terms of final payment, unless otherwise specified, shall be due upon delivery (COD) and acceptance. All payments shall be in the form of a municipal, certified, or

_____

_____

_____

_____
Initials

cashier's check made out to Kodiak Emergency Vehicles. This agreement, including its attachments and exhibits, constitutes the entire understanding between the parties relating to the subject matter contained herein, and merges all prior discussions and agreements. No agent or representative of the company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications or amendments of the agreement, including its attachments and exhibits, must be in writing, signed by an authorized representative of each of the parties hereto.

IN WITNESS WHEREOF, the Company and the Buyer have caused this Agreement to be executed by their duly authorized representatives as of the date set forth by each.

Signed for City of Charlevoix (Buyer):	Signed for Kodiak Emergency Vehicles (Company):
Signature	Signature
Printed	Printed
Title	Title
Date	Date

Signature
Printed
Title
Date
Signature
Printed
Title
Date

Ambulance Specification

Name	*Specifications*
Type II - TS 	Overall Length 236” (599 cm) Overall Width 98” (249 cm) Overall Height 103” (262 cm)* Headroom 69” (175 cm) Wheelbase 148” (376 cm) Payload Capacity Up to 2,500 lbs (1134 kg) *Total height of vehicle may differ according to chassis and suspension

Sales Options by Category

10-Base (BAS)

Item Number	*Name/Description*	*Quantity*
BAS-CER-11	**KKK** This specification identifies the minimum requirements for new automotive Emergency Medical Services (EMS) ambulances (except military field ambulances) built on Original Equipment Manufacturer's Chassis (OEM) that are prepared by the OEM for use as an ambulance.	1.00
BAS-PLA-16	**TYPE II - TS** TYPE II - TS	1.00
BAS-TYP-12	**Type II - Van** Type II - Van	1.00

11-Chassis (CH)*

Item Number	*Name/Description*	*Quantity*
BAS-CHA-22	**Chassis Model year 2022** Chassis Model year 2022	1.00
CHV-FRD-00	**Conversion Ford T250 Van** Conversion Ford T250 Van	1.00
CHV-FRD-27	**Ford Transit T250 Gas Van AWD** Ford Transit T250 Gas Van AWD 3,5L EcoBoost® V6 Gasoline Engine Mid Height Roof Wheelbase 148"	1.00

16-Emergency and Working Lights (EWL)

Item Number	*Name/Description*	*Quantity*
EWL-FWD-31	**Demers T2 Aero Cab Riser TS 2RR-2C3RC-2RR** Demers Aerodynamic Cab Riser (500 series), 2RR-2C3RC-2RR	1.00
EWL-GRL-25	**Two (2) red LED in grille (LINZ series)** Two (2) red LED in grille (LINZ6 series 4 X 2)	1.00
EWL-ITC-11	**Intersection Lights, Red (2), LED** Two (2) red intersection lights. Whelen 700 series (7 x 3) LED lights.	1.00

EWL-LTS-21	**Four (4) red LED lateral emergency lights (600)** Four (4) red LED lateral emergency lights (two (2) on each side, 600 series 6 X 4)	1.00
EWL-LTS-22	**Scene Lights, Four (4), Clear LED, (600)** Four (4) lateral LED scene lights (two (2) on each side) 600 series 4 x 6	1.00
EWL-RER-23	**Rear Spoiler TS 1R-1W-1A-1W-1R** Demers aerodynamic rear spoiler with 1 red / 1 white / 1 amber / 1 white / 1 red (500 series 5 X 1, perimeter lights 8 X 2)	1.00

17-Audible Warning System (WRN)

Item Number	*Name/Description*	*Quantity*
WRN-BUA-11	**Back-Up Alarm** Back up alarm (97dB) with override switch. (Included)	1.00
WRN-SIR-11	**Whelen 295SLS Hands-Free Siren** Whelen model 295HFSA1 siren amplifier with 17 Scan-Lock™ siren tones.	1.00
WRN-SPK-11	**Whelen SA315 Series Speakers** Whelen SA315 series speakers is a compact speaker meeting SAE Class A requirements when paired with Whelen 100 watt siren amplifier.	1.00

18-Exterior Vehicle features (VFT)

Item Number	*Name/Description*	*Quantity*
VFT-CHP-17	**Front cab mud guards** Front cab mug guard flaps ford	1.00
VFT-FUL-11	**Quarter-Tank Fuel Fill** Quarter-tank fuel fill.	1.00
VFT-MIR-11	**OEM exterior mirrors** Keep OEM exterior mirrors	1.00
VFT-MOP-14	**Undercoating Protection** Undercoating protection for module and chassis. (Included)	1.00
VFT-STP-13	**Van Anti-skid rear steps** Van Anti-skid rear steps. (Included)	1.00

19-Convenience (CNV)

Item Number	*Name/Description*	*Quantity*
CNV-ACC-15	**Demers Fast Idle** Demers fast idle is generated by the multiplex module, it allows fast charging of the batteries by the engine when specific conditions are met. (Included)	1.00
CNV-LCK-11	**Anti-Theft System** The anti-theft allows to leave the vehicle with the keys with the engine running to keep the vehicle at the ideal operating temperature. It protects against theft by running off the engine if the vehicle moves. (Included)	1.00

22-Drivers Compartment (CAB)

Item Number	*Name/Description*	*Quantity*
CAB-CTR-15	**Control Center lower, switches and LED pictograms** Lower dashboard control center with switches and LED backlit pictograms	1.00
CAB-LGT-14	**Cab headliner with OEM reading lights** Sprinter Type 2 ceiling with access flaps (Included)	1.00
CAB-LGT-15	**Goose neck reading lamp** Goose neck reading lamp on front console. (Included)	1.00

23-Curbside configuration (CRB)

Item Number	*Name/Description*	*Quantity*
CRB-ACC-18	**Small cushion, front squad bench** Small cushion, front squad bench	1.00
CRB-TEC-22	**Full Length Seat Backrest** Single full length molded seat backrest	1.00

CRB-TEC-26	**Single full length molded seat cushion** Full length molded seat cushion (Medium : 45 - 50 inches)	1.00
CRB-TEC-29	**Seating for two (2) passenger, 6 pts safety belt** Seating for two (2) passenger, 6 pts safety belt	1.00

24-Streetside configuration (STR)

Item Number	*Name/Description*	*Quantity*
STR-ACS-14	**Flip-Up Door, Clear Sliding Window** Aluminum flip-up frames, self-latching for easy restocking of cabinets. Polycarbonate clear sliding windows.	4.00
STR-ACS-24	**Polycarbonate Clear Sliding Windows** Polycarbonate clear sliding windows. Type 2	4.00
STR-MED-23	**Lower Medical Cabinet, Full storage for TS** Medical cabinet with long countertop and full storage area	1.00

25-Forward Bulkhead (FWB)

Item Number	*Name/Description*	*Quantity*
FWB-DIV-15	**Pass-through sliding window** Pass-through sliding window on front division for communication with cab. Type 2	1.00
FWB-RGT-19	**Lower front partition with retaining straps** Lower front partition with retaining straps in front TS ALS compartment	1.00
FWB-RGT-26	**Right side division TS** Right side division TS, Stair chair location and fixed shelf	1.00
FWB-RGT-33	**Two (2) see-through windows, stainless lock** Two (2) angled doors with see through windows and stainless steel lockable handle - upper front partition	1.00

26-Attendant seat (AST)

Item Number	*Name/Description*	*Quantity*
AST-HRS-25	**EVS 1760 3Pts Vac-Formed Seamless Seat, Fixed Base** EVS 1760 3Pts Vac-Formed Seamless Seat, Fixed Base	1.00

27-Cot Configuration (COT)

Item Number	*Name/Description*	*Quantity*
COT-ANC-22	**Stryker Performance-LOAD** Stryker Performance-Load, non-charging	1.00
COT-ANC-26	**Wheel guide for cot location** Cot wheel guides for left side location	1.00
COT-POS-21	**Left side floor mount cot configuration** Left side floor mount cot configuration Type 2	1.00

28-Rear Control Panel (CAR)

Item Number	*Name/Description*	*Quantity*
CAR-CTR-13	**Switches with LED backlit pictogram - TYPE II** Switches with LED backlit pictogram - TYPE II	1.00

29-Oxygen (OXY)

Item Number	*Name/Description*	*Quantity*
OXY-CMP-11	**Oxygen Compartment rear curbside** Vertical Oxygen Compartment rear curbside, pivoting access door for oxygen tank. (Included)	1.00
OXY-NTW-11	**Oxygen Outlets, Two (2)** Two (2) oxygen outlets. Two (2) in left wall ECC.	1.00
OXY-OUT-11	**Oxygen Outlet, Quick-Connect** Quick-connect style oxygen outlet.	2.00
OXY-SPR-18	**Universal vert oxygen cylinder holder "K" or "M"**	1.00

	Universal vertical holder for main oxygen cylinder type "K" or "M"

31-Suction (SUC)

Item Number	*Name/Description*	*Quantity*
SUC-LOC-11	**Suction System location in ECC** Main suction system is located in front streetside action area.	1.00
SUC-MOT-11	**Thomas high flow vacuum pump** Thomas high flow vacuum pump	1.00
SUC-OUT-11	**Vacuum outlet QD in action area** Vacuum outlet QD Puritan with yellow 5/16" hose 4 ft long	1.00
SUC-REG-11	**Vacuum regulator with disposable canister** Vacuum regulator with disposable canister (Rico RS-4X)	1.00

32-Electrical System (ELE)

Item Number	*Name/Description*	*Quantity*
ELE-ALT-14	**Super Auto Eject Power Inlet, 20 Amps, Yellow** Kussmaul 120 Volts AC, 20 Amps Automatically disconnects shoreline Completely sealed Yellow cover Indicator light	1.00
ELE-ALT-15	**Electrical Outlet, 120V AC with Indicator** 120V AC hospital-grade electrical outlets with indicator. (Included)	1.00
ELE-ALT-18	**Pre-Wiring for 1000W Power Inverter/Charger** Pre-wiring for 1000W power Inverter/Charger.	1.00
ELE-CON-14	**Electrical Outlet, 12V DC 20 amp with Indicator** 12V DC, 20 amp Duplex electrical outlets. (Included)	1.00
ELE-CON-19	**Two (2) OEM batteries** Two (2) OEM batteries for Type II vehicles. (Included)	1.00
ELE-GES-14	**Demers Multiplex system - Type II (TS)** Demers Electronic Management System (DEMS) - Multiplex system - Type II (TS). (Included)	1.00

33-Communication System (COM)

Item Number	*Name/Description*	*Quantity*
COM-RAD-14	**Radio Communications Compartment** Radio communications compartment universal board, Bussmann blade-type fuse panels, and harness to power the radio communication devices. (12V battery feed, ground, ignition).	1.00

34-HVAC (CVC)

Item Number	*Name/Description*	*Quantity*
CVC-CMB-11	**Ducted combo AC/heating unit tie-in to OEM** Ducted combo air conditioning / heating unit tie-in to OEM on curbside	1.00
CVC-VNT-16	**Exhaust fan single** One (1) exhaust fan for contaminated air. Activated by front control interface or rear console switch. (Included)	1.00

35-Interior Lights (ILG)

Item Number	*Name/Description*	*Quantity*
ILG-PLF-11	**LED Dome Lights, Adjustable, Dig. Timer** The ceiling lights have four (4) different intensities. Each time the ceiling lights button is pushed, the intensity increases, until maximum intensity is reached.	7.00

36-Grab Handles (GBR)

Item Number	*Name/Description*	*Quantity*
GBR-COL-12	**Grab Bars Color, Yellow** Color of selected grab bars is Yellow.	1.00
GBR-DRS-16	**Two (2) rear door mounted soft grab bar, 7"**	1.00

	Two (2) door mounted grab bars, 7", inside of rear doors (A1 and A2). (Included)	
GBR-EMB-11	**Embarking Grab Bars, 12"** Two (2) entry grab bars, 12" each, mounted inside the patient compartment. One (1) near the curbside entry door, and one (1) near the R2 rear entry door. (Included)	1.00
GBR-PLF-13	**One (1) ceiling mounted grab rail, 60"** One (1) ceiling mounted grab rail, 60"	1.00

37-Finish and Trim (FNS)

Item Number	*Name/Description*	*Quantity*
FNS-DRS-11	**Rear doors trims** Rear Exterior Door finish TS. (Included)	1.00
FNS-FLR-11	**Lonseal, Lonplate II, Gun metal** Lonseal, Lonplate II, Gun Metal floor covering.	1.00
FNS-GRD-13	**Ambassador Grey Upholstery** Ambassador grey vinyl upholstery for seat and padding covering. (Included)	1.00
FNS-GRD-14	**Black Upholstery** Black vinyl upholstery for seat and padding covering. (Included)	1.00
FNS-GRD-15	**Safety Yellow Upholstery** Yellow vinyl upholstery for safety exit padding covering. (Included)	1.00
FNS-MAT-16	**Insulation ethafoam between chassis and floor** Insulation (0,125 ethafoam) between chassis and floor boards. (Included)	1.00
FNS-MAT-17	**Plywood wood flooring** Exterior grade plywood, 0,625 inches thick.	1.00
FNS-PLF-11	**Fiberglass Ceiling** Fiberglass ceiling in Patient Compartment. (Included)	1.00
FNS-STK-11	**General Vehicle Identification** Vehicle general labels identification. (Included)	1.00

38-Functionality (FCT)

Item Number	*Name/Description*	*Quantity*
FCT-PLF-12	**Two (2) recessed/flexible IV hooks in ceiling** Two (2) recessed/flexible IV hooks in ceiling	1.00
FCT-RGT-21	**Trash Container, Flip-Down, Hands-Free** Trash container bracket in curbside flip-down container.	1.00
FCT-RWR-15	**Two (2) recessed radio speakers** Two (2) recessed radio speakers. (Included)	1.00

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Channel Planting Donation Proposal

DATE: November 15, 2021

PRESENTED BY: Leilani Durbin, Silver Linings Charlevoix

BACKGROUND:

Silver Linings Charlevoix and Landscape Logic with the guidance of City Council have met with community commissions, organizations, and the public to get their input for Channel Park. Tonight, we are here to obtain City Council's approval for Channel Park. All suggestions were put into play in the final rendering we present tonight. The following groups played a major role in the process with their input: City Council, DDA, Garden Club, Pine River Lane Homeowners (along with some owners individually), Planning Commission, and Shade Tree and Parks Commission.

The following are changes made since our first presentation to City Council:
-Channel Park will have more of a meadow look rather than the manicured look in previous drawings.
-Patios were removed from the lower level. All picnic tables were removed.
-There are 3 patios on the upper level:
    1-Next to the Weathervane Restaurant
    2-Across from the driveway into Lake House Condominiums
    3-End of the west side by ramp and existing stairs
-Installation has been modified with the change in look.
-No clear cutting of the soil.
-The existing grasses will be mowed and left in place leaving the root system.
-All new planting will be done within the existing root system.
-No trees will be removed unless diseased. Only invasive species and diseased plant will be removed.
-Decreased maintenance by changing plan to meadow layout.
-The plan includes 10 years of maintenance and a fund for ongoing expenses at C3f.

RECOMMENDATION:

Council has several options:

- It can act upon this proposal directly.
- It can set a public hearing for a future meeting to hear more public comment.
- It can request modifications to the plan or approve the plan with conditions.
- It can take no action.

ATTACHMENTS:

- Channel Planting Rendering
- Channel Planting Material and Plant Selections
- Public Comment Regarding Channel
- Public Comment Regarding Channel2

City Council Regular Meeting - November 15, 2021 - Page 171 of 248

CHARLEVOIX NORTH CHANNEL

LOT 20

ELLIEL TRUST
LOTS 20 & 21
129 & 127
PINE RIVER LANE

21

22
EBY
125
PINE RIVER LANE

23
LAKEHOUSE
119
PINE RIVER LANE

24
CHARLEVOIX POINTE CONDOMINIUM
115
PINE RIVER LANE

25
WEATHERVANE
111
PINE RIVER LANE

GRANITE BOULDERS
(100) SWITCH GRASS
(16) SWEETSPICE, 'LITTLE HENLEY'
(36) SUMAC, 'TIGER EYES'
W/ADA RAMP WITH CONTINUOS RAIL
7 LANDINGS 5'W
(35) SUMAC, 'TIGER EYES'
(35) JUNIPER, 'CALGARY'
(35) SWITCH GRASS
(2) MAPLE, 'RED'
(1) VIBURNUM, 'BLUE MUFFIN'
BOULDERS
SANDY DUNES WITH DUNEGRASS AND STONE BENCHES WITH BOULDERS.
(3) NINEBARK, 'LITTLE DEVIL'
(2) HORSECHESTNUT
EXISTING BIRCH
(2) JUNIPER, 'CALGARY'
(30) SWITCH GRASS
(30) SUMAC, 'TIGER EYES'
(5) DOGWOOD, 'REDTWIG'
PINE
(35) SUMAC, 'TIGER EYES'
(3) EXISTING OAK
(13) NINEBARK, 'LITTLE DEVIL'
(20) JUNIPER 'CALGARY'
RIVER
(1) EXISTING CRIMSON KING MAPLE
(65) SWITCH GRASS
(15) SUMAC, 'TIGER EYES'
(15) JUNIPER, 'CALGARY'
(14) SWEETSPIRE, 'LITTLE HENRY'
(1) OAK
(10) DOGWOOD, 'REDTWIG'
(10) NINEBARK, 'LITTLE DEVIL'
(40) DOGWOOD, REDTWIG
(3) RIVER BIRCH
(25) JUNIPER, CALGARY
(67) SUMAC, TIGER EYES
(28) SWEET-SPIRE
(9) DOGWOOD
LANE
(11) JUNIPER, 'CALGARY'
(11) VIBURNUM, 'BLUE MUFFIN'
EX. MAPLE
(15) SWEETSPIRE 'LITTLE HENRY'
PINE RIVER CHANNEL

PERENNIAL KEY

CODE	COMMON NAME
JPW	JOE PYE WEED
IRIS	FLAG IRIS
CHE	CHELONE, 'TURTLEHEAD'
SHA	SHASTA DAISY
CONEP	CONEFLOWER, PURPLE
CONEW	CONEFLOWER, WHITE'
BES	BLACK EYED SUSAN
SED	SEDGE, 'BLUE ZINGER
SEG	SEDGE, 'ALL GOLD'
CONE	CONEFLOWER, 'WILDBERRY'
GER	GERANIUM, 'ROZANNE'
LM	LADY'S MANTLE
BW	BUTTERFLY WEED
MON	MONARDA, 'BLUE STOCKINGS'
SPI	SPIDERWORT

*PARKING LOT ALONG PINE RIVER LANE TO HAVE A 'TIP UP CURB' INSTALLED FALL OF 2021 TO PREVENT ASPHALT RUNOFF FROM ENTERING THE SLOPED (PLANTED) EMBANKMENT. ALL PARKING LOT WATER TO DRAIN TO EXISTING CONCRETE SPILLWAY UNDER EXISTING WOODEN STAIRCASE.

*DRAFT

*ELEVATED PLATFORMS WILL REQUIRE RAILINGS.
* SEATING & VIEWING PLATFORMS ARE SHOWN AS EXPOSED AGGREGATE CONCRETE
* (8) ADDITIONAL CANOPY TREES ARE PROPOSED IN PLAN
* EXISTING TREES & SHRUBS WILL BE PROTECTED IF HEALTHY AT TIME OF PLANTING. A 'SELECTIVE' CUT & TRIM WILL OCCUR TO OTHER UNDESIRABLE OR UNHEALTHY VARIETIES.

0 20 40
1" = 20'

LANDSCAPE LOGIC
CHARLEVOIX, MICHIGAN

REVISIONS	BY
9-21-21	JL
R.6 11-07-21	JL

Date 8-23-21
Scale 1" = 20
Drawn JL
Job
Sheet 1 Of 1 Sheets

24 X 36 CLEARPRINTS

City of Charlevoix

North Channel Project

Material and Planting Selections

Exposed Aggregate



*Hand rails for viewing platforms may be required depending on the elevation of patios



Maple, ‘Autumn Blaze’

CREATING OUTDOOR *Lifestyles* . . .
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6247 U.S. 31 S., P.O Box 72, Charlevoix, MI 49720 • Ph: (231) 547-3472 • Fax: (231) 547-3492

Birch, ‘River’



Oak, ‘Red’



Dogwood, ‘Red Twig’







Sumac, ‘Tiger Eyes’

Summer and Fall Color

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Horse Chestnut



Viburnum, ‘Blue Muffin’



Sweetspire, ‘Little Henry’



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Juniper, ‘Calgary’



Ninebark, ‘Little Devil’





Switch Grass



Coneflower, ‘Wild Berry’

Black-Eyed Susan





Monarda, ‘Blue Stockings’

Butterfly Weed





Geranium, ‘Rozanne’

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Lady's Mantle





Sedge, 'Blue Zinger'

Sedge, 'Evergold'



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Blue Flag Iris

Spiderwort





Joe Pye Weed

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Shasta Daisy





'Coneflower, White and Purple'



Chelone, ‘Turtlehead’

From: Mark Heydlauff
To: Joyce Golding
Subject: FW: channel redo
Date: Tuesday, October 12, 2021 7:15:43 PM

Joyce-
When the channel item comes before Council, please include this communication in the packet.
Thanks.

MH

Mark L. Heydlauff
City Manager
City of Charlevoix

From: Linda Foy <[redacted]>
Date: Monday, October 11, 2021 at 7:03 PM
To: Mark Heydlauff <markh@charlevoixmi.gov>
Subject: channel redo

Changing the north channel is a bad idea. The channel is not suitable for picnic table or benches, since it is primarily a navigation lane. The improvements would need to be maintained, putting the burden on the city to do so. It is hard to see how this would "create new revenue".
Sent from Mail for Windows

Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

Channel Park

Dear Mayor and Council Members:

My observations for agenda item “Channel Park”:

1. The City Master Plan Chapter 2: Community Profile, Page 11 addresses the issues of “Soils and Shorelines” in part, as follows:

“Generally, area soils are sandy loam and present slight limitations to development. However, development, redevelopment and the disturbance of steep slopes, especially on Lake Michigan and Round Lake, must be carefully considered. The potential instability of disturbed slopes reinforces the importance of employing soil erosion and slope stabilization techniques…..the trend of beach grooming has also played a part in altering native wildlife habitats and planting exotic vegetation has helped spread invasive species……Seemingly inconsequential individual acts, when combined, can have cumulative and long term impact on Charlevoix’s community character and it’s quality.”

The Master Plan goes on to address Sand Dunes, which in my humble opinion, this “Channel Park” area is a dune.

2. In reading the City Charter 2.16(f) – “the Council shall not have the power to sell, divide, lease ….or dispose of any City Park… unless specifically approved by a majority of the electors…..”

I understand the Charter does not address the notion of plantings in a park, so my question to council is this: Is this a park and who decided to call it a park??? Only the city council by official action can designate a property a “city park” and has to be approved by a majority of the electors.

3. This agenda item is also referred to as a “donation”, we have a donation policy. The council does not have to accept donations as lovely as some of them may be.

Shirley Gibson

Concerned Citizen

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Junior Main Street Project Presentation

DATE: November 15, 2021

PRESENTED BY: Lindsey Dotson, Main Street DDA Executive Director

BACKGROUND:

Students from Charlevoix High School in Annemarie Conway's AP Government Class will present their project ideas for the 2021-22 school year. Project ideas include a Winter Olympics event in partnership with the Charlevoix Recreation Department taking place at Mt. McSauba and the Municipal Golf Course that will serve as a fundraiser for the creation of an Igloo Park to be located downtown to add winter vibrancy and create a place for friends and family to gather no matter the weather while supporting local businesses.

GOALS:

Enhance and showcase the outstanding quality of life in Charlevoix

RECOMMENDATION:

Motion to approve the Junior Main Street Winter Games events to permit the creation of an Igloo Park in downtown Charlevoix.

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Westenbroek Substation Tree Removal and Landscaping Plan

DATE: November 15, 2021

PRESENTED BY: John Griffith, Electric Department Director

BACKGROUND:

The large pine trees around the Westenbroek Substation have grown so large that they are now posing a safety hazard due to the debris in the work area and a reliability hazard due to the vegetation and squirrel habitat they support. Working with the Shade Tree and Parks Commission and Drost Landscaping, we have developed a plan to remove some of the trees and plant more appropriate trees and shrubs to provide a screen the substation without the hazards that currently exist.

When the Shade Tree and Parks Commission did their final review, they wanted to use nine bark or red twig dogwoods instead of the proposed burning bush since that is an invasive specie. This change will be made. If Council approves this project, Drost will begin work as soon as they are able.

RECOMMENDATION:

Motion to approve the tree removal and planting plan for the Westenbroek Substation by Drost Landscaping, not to exceed $20,000.

ATTACHMENTS:

- Drost Tree Removal Proposal
- Drost proposed layout
- Drost Planting Proposal Revised

Drost

2010 Cedar Valley Road, P.O. Box 696, Petoskey, MI 49770
(231) 348-2624 | FAX (231) 348-3852 | DrostLandscape.com

#MI-4494A
Jason Porkka
231-373-8186

Estimate # 18533 **February 10, 2021**

Submitted To: John Griffith
210 State St.
Charlevoix, MI 49720

Project: City of Charlevoix- Electrical Dept.
Substation 100 Stover Rd.
Charlevoix, MI 49720

Scope We propose to furnish the following scope of work to complete the above mentioned project

If this estimate is acceptable, please return with a signature to Drost Landscape at its Cedar Valley location. Upon receipt of your signed estimate, the scope of work provided below will be scheduled for completion.

Our tree service is completed in a step-by-step process by up to three different crews if necessary. Multiple visits may be made on different days to complete the requested services listed below.

Any additional work requested while on site that is above and beyond the scope of work will be invoiced on a time and material basis. Also, due to the nature of our industry only a tentative schedule can be made.

Option 1: Tree Work Around Substation

Remove all trees (mainly pine) located on the north side of the station near Stover Rd. Some unstable/unnecessary trees will be selectively removed that are close to fence around entire property/fence line. Remainder of trees will be trimmed if necessary that are overhanging the fence into substation. All wood and debris will be cleaned-up. Stumps will get left in place and cut low.

*****Note:**
This price is a Per/Day Rate: Estimated time to complete project: 3.5 to 4 days.

This does not include large log debris cost, this will be totaled and invoiced at the end of the project.

	Price	
Tree Work (per day)	$2,200.00	Initial

Option 2: Tree Work Around Substation

All overgrown pine trees located around the entire substation fence line will be removed rather than trimmed. Trees near cemetery will mainly be trimmed (only unstable/unnecessary trees will be removed near that area). All brush and wood will be cleaned-up. Stumps will get left in place and cut low.

*****Note:**
This price is a Per/Day Rate: Estimated time to complete project: 5 days.

This does not include large log debris cost, this will be totaled and invoiced at the end of the project.

	Price	
Tree Work (per day)	$2,200.00	Initial

Terms and Conditions

It is agreed by and between Drost Landscape and the authorizing party (customer and/or customer's agent) that the following provisions are made as part of this contract:

- Insurance by Contractor: Drost Landscape warrants that it is insured for liability resulting from injury to person(s) or property and that all employees are covered by Workers' Compensation as required by law. Certificates of coverage are available upon request.

- Cancellation Policy: Drost Landscape kindly requests that the authorizing party provide at least 24 hours advance notice of any full or partial work cancellation.

- Completion of Contract: Drost Landscape agrees to do its best to meet any agreed upon performance dates, but shall not be liable in damages or otherwise for delays because of inclement weather, labor, or any other cause beyond its control; nor shall the customer be relieved of completion for delays.

- Tree Ownership: The authorizing party warrants that all trees listed are located on the customer's property, and, if not, that the authorizing party has received full permission from the owner to allow Drost Landscape to perform the specified work. Should any tree be mistakenly identified as to ownership, the customer agrees to indemnify Drost Landscape for any damages or costs incurred from the result thereof.

- Safety: Drost Landscape warrants that all arboricultural operations will follow the latest version of the ANSI Z133.1 industry safety standards. The authorizing party agrees to not enter the work area during arboricultural operations unless authorized by the crew leader on-site.

- Stump Removal: Unless specified in the proposal, stump removal is not included in the price quoted. Grindings from stump removal are not hauled unless specified in this proposal.

- Concealed Contingencies: Any additional work or equipment required to complete the work, caused by the authorizing party's failure to make known or caused by previously unknown foreign material in the trunk, the branches, underground, or any other condition not apparent in estimating the work specified, shall be paid for by the customer on a time and material basis. Drost Landscape is not responsible for damages to underground sprinklers, drain lines, invisible fences or underground cables unless the system(s) are adequately and accurately mapped by the authorizing party and a copy is presented before or at the time the work is performed.

- Clean-up: Clean-up shall include removing wood, brush, and clippings, and raking of the entire area affected by the specified work, unless noted otherwise on this proposal. Wood and stump removal may take place by another crew on a different day than the tree work.

- Lawn Repair: Drost Landscape will attempt to minimize all disturbances to the customer's lawn. Lawn repairs are not included in the contract price, unless noted otherwise on this proposal.

- Terms of Payment: Unless otherwise noted in this proposal, the customer agrees to pay the account in full within 10 days of work completion. Failure to remit full payment within the payment term will result in a finance charge of 1.5% per month will be applied to the balance of an account not paid within thirty (30) days of date of invoice. Projects over $5000 will require a 20% down payment. If a payment plan is requested, prior approval will be arranged by accounts receivable. One-half of the proposed fee will be due prior to the work being scheduled, and the remaining balance is due within 10 days of work completion.

- Returned Check Fee: Applicable bank fees will be charged for checks returned to our office for non-sufficient funds.

ANSI A300 Tree Care Management Standard Definitions:

clean: Arboricultural term used to describe selective pruning to remove one or more of the following: dead, diseased, infested, rubbing, declining, detached and/or broken branches.
clearance area: Specified area from which vegetation is to be removed.
directional pruning: Selective removal of branches to guide and/or discourage growth in a particular direction. **pruning amount:** Quantity of plant parts removed at one pruning, expressed in terms of a number of branches or other parts removed, and/or percentage of the crown or buds removed on an entire tree or specific branches.
raising: Arboricultural term referring to pruning of branches to provide vertical clearance below the crown.
reduction: Arboricultural term referring to decreasing branch length, or plant height and/or spread.
reduction cut: A pruning cut that removes the larger of two or more branches or stems, or one or more codominant stem(s), to a live lateral branch, typically at least one-third the diameter of the stem or branch being removed.
removal cut, branch: A pruning cut that removes the smaller of two branches at a union, or a parent stem, without cutting into the branch bark ridge or branch collar, or leaving a stub.
restoration: Pruning to redevelop structure, form, and appearance of topped or damaged woody plants.
risk: The combination of the likelihood of an event (e.g. tree failure and impact to a target) and the severity of the potential consequences (e.g. personal injury, property damage, or disruption of activities).
structural development pruning: Pruning to influence the orientation, spacing, growth rate, strength of attachment, and ultimate size of branches and stems.
thinning: An arboriculture term used to describe selective pruning to reduce density of branches and foliage.

Accepted: City of Charlevoix _____ Date _____

By: Jason Porkka _____ Date _____



PLANT SCHEDULE

SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	Euonymus alatus 'Compactus'	Dwarf Burning Bush	4`-5`	12
	Syringa vulgaris	Common Lilac	7`-9`	10

Aronia 'Brilliantissima'


Euonymus alatus 'Compactus'

Syringa vulgaris (Common Lilac)

General Notes

NOTES:

No.	Revision/Issue	Date

Firm Name and Address

Drost

2010 Cedar Valley Rd
PO Box 696
Petoskey, MI 49770
office: 231-348-2624
www.drostlandscape.com

Project Name and Address

City of Charelvoix
Stover Rd Substation
Stover Rd, Charlevoix, MI 49720

Project	Sheet
Date: Oct 2021	L1
Design by: HH	

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Drost

2010 Cedar Valley Road, P.O. Box 696, Petoskey, MI 49770
(231) 348-2624 | FAX (231) 348-3852 | DrostLandscape.com

Proposal #20938 Enhancement Services

11/12/2021

Submitted To: John Griffith
210 State St.
Charlevoix, MI 49720

Project: City of Charlevoix
210 State St.
Charlevoix, MI 49720

Scope

We propose to furnish the following scope of work to complete the above mentioned project:

Shrub Installation

This task is for the installation of the plant material listed below. It includes topsoil, mulch, and fertilizer. Plant material will be watered during installation and need water daily thereafter.

Description	Quantity		Price
Syringa vulgaris	10.00	7'-9'	
Aronia arbutifolia 'Brilliantissima'	8.00	5g.	
Labor- Administrative	8.00	HR	
Labor- Hardscape/Landscape Team Leader	32.00	HR	
Labor- Hardscape/Landscape Team Member	32.00	HR	
Topsoil, Screened	5.00	Yd	
Debris	8.00	Yd	
Mulch, Hardwood	8.00	Yd	
Fertilizer, 20-10-5 Tablets 21-Gram	130.00	Each	
Physocarpus opulifolius (native)	4.00	3g.	
			10,119.69

Burning Bush Replacement

This task is for the replacement of 6 existing Burning Bush with native ninebark. It includes Topsoil, mulch, and fertilizer.

Description	Quantity		Price
Physocarpus opulifolius (native)	6.00	3g.	
Labor- Administrative	1.00	HR	
Labor- Hardscape/Landscape Team Leader	4.50	HR	
Labor- Hardscape/Landscape Team Member	4.50	HR	
Topsoil, Screened	1.50	Yd	
Mulch, Hardwood	1.50	Yd	
Fertilizer, 12-12-12	5.00	Lb	
Fertilizer, 14-14-14 Osmocote	5.00	Lb	
			1,221.10

Total Price for Project $11,340.79

Terms & Conditions

Down Payment Request:	0 % of total project price
Amount of Deposit:	$0.00 to be received upon signing of contract



PLANT SCHEDULE

SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	Aronia arbutifolia Brilliantissima'	Brilliant Red Chokeberry	5 gal.	8
	Physocarpus opulifolius	Ninebark	3 gal.	10
	Syringa vulgaris	Common Lilac	7'-9'	10


Aronia 'Brilliantissima'


Physocarpus opulifolius


Syringa vulgaris (Common Lilac)

General Notes:

NOTES

No.	Revision/Issue	Date

Drost
2010 Cedar Valley Rd
PO Box 696
Petoskey, MI 49770
office: 231-348-2624
www.drostlandscape.com

City of Charelvoix
Stover Rd Substation
Stover Rd, Charlevoix, MI 49720

Project	Sheet
Date: Nov 2021	L1
Design by: HH	

Drost

2010 Cedar Valley Road, P.O. Box 696, Petoskey, MI 49770
(231) 348-2624 | FAX (231) 348-3852 | DrostLandscape.com

CERTIFIED ARBORIST ISA
#MI-4494A
Jason Porkka
231-373-8186

Estimate # 18533 **February 10, 2021**

Submitted To: John Griffith
210 State St.
Charlevoix, MI 49720

Project: City of Charlevoix- Electrical Dept.
Substation 100 Stover Rd.
Charlevoix, MI 49720

Scope We propose to furnish the following scope of work to complete the above mentioned project

If this estimate is acceptable, please return with a signature to Drost Landscape at its Cedar Valley location. Upon receipt of your signed estimate, the scope of work provided below will be scheduled for completion.

Our tree service is completed in a step-by-step process by up to three different crews if necessary. Multiple visits may be made on different days to complete the requested services listed below.

Any additional work requested while on site that is above and beyond the scope of work will be invoiced on a time and material basis. Also, due to the nature of our industry only a tentative schedule can be made.

Option 1: Tree Work Around Substation

Remove all trees (mainly pine) located on the north side of the station near Stover Rd. Some unstable/unnecessary trees will be selectively removed that are close to fence around entire property/fence line. Remainder of trees will be trimmed if necessary that are overhanging the fence into substation. All wood and debris will be cleaned-up. Stumps will get left in place and cut low.

*****Note:**
This price is a Per/Day Rate: Estimated time to complete project: 3.5 to 4 days.

This does not include large log debris cost, this will be totaled and invoiced at the end of the project.

	Price	
Tree Work (per day)	$2,200.00	_____ Initial

Option 2: Tree Work Around Substation

All overgrown pine trees located around the entire substation fence line will be removed rather than trimmed. Trees near cemetery will mainly be trimmed (only unstable/unnecessary trees will be removed near that area). All brush and wood will be cleaned-up. Stumps will get left in place and cut low.

*****Note:**
This price is a Per/Day Rate: Estimated time to complete project: 5 days.

This does not include large log debris cost, this will be totaled and invoiced at the end of the project.

	Price	
Tree Work (per day)	$2,200.00	_____ Initial

CHARLEVOIX CITY COUNCIL

All Other Actions and Requests

TITLE: Collective Bargaining Agreement with the Communication Workers of America

DATE: November 15, 2021

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

We have reached tentative agreement with the Communication Workers of America union who represents most of our front-line public service workers including linemen, public works employees, water and wastewater staff, and customer service staff in City Hall.

Here are the highlights of the deal:

- The deal extends for five years, ending in 2026
- Wage increases are as follows: 2021- 5%; 2022- 4.5%; 2023- 4%; 2024- 4.5%; 2025- 5%
- An agreement to terminate the current pension system for employees hired after January 1, 2022 and negotiate a comparable defined contribution benefit for new employees
- Acceptance and acknowledgement of the standard Employee Handbook
- Creation of a Labor Relations Committee to study pilot programs to improve employment conditions and services
- Revised language for funeral leave
- Creation of an incentive program for more employees to be licensed in specialized skills or certifications necessary for operation of city services

RECOMMENDATION:

Motion to approve the collective bargaining agreement with the Communication Workers of America for an agreement to begin November 15, 2021 and expiring on November 15, 2026 and authorize the Mayor and City Manager to sign the agreement.

ATTACHMENTS:

- Draft Agreement with the CWA: 2021-2026

AGREEMENT BETWEEN

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

Including Appendix “A” and “B”

November 18, 2021 through November 17, 2026

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AGREEMENT

An AGREEMENT, made this 15th day of November 2021, effective November 18, 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.

(d) It is further agreed by the parties that the management rights extend to the routine and occasional updating of standardized employment rules the employer may publish which shall in all cases be determined as an appendix to this agreement. The employer has many employees who are not covered by this agreement, but good management practice requires some policies and regulations apply to both bargaining and non-bargaining members. It is agreed and understood that where the bargaining agreement contemplates a policy it shall prevail over the handbook but in all other cases, the handbook shall prevail.

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/she 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/she 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/she 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. Employees shall be allowed up to 3 working days with pay for personal matters relating to the death of a family member, including non-formal relationships and those persons whose financial or physical care the has been principally responsible. Familial relationships include spouse (including domestic partner), child, step-child, grandchild, step-grandchild, parent, step-parent, sister, step-sister, sister-in-law, brother, step-brother, brother-in-law, mother-in-law, father-in-law, grandparents, grandparents-in-law, step-grandparents, aunt, aunt-in-law, uncle, and uncle-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 12.5. 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. The employer may determine other licenses that are eligible for premium pay and the appropriate pay commensurate with the license.

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.

Certified Welder's License: Employees who obtain and maintain a certified welder's license shall be eligible to receive seventy-five cents ($0.75) per hour premium.

Mechanic/Diesel Operator shall be eligible to receive a $0.11 per hour premium each for obtaining and maintaining 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.

Pesticide Application License: Employees who obtain and maintain a pesticide application license shall be eligible to receive fifty cents ($0.50) per hour premium, per license, at the discretion of the Employer.

Tanker Endorsement: Employees who obtain and maintain a tanker endorsement shall be eligible to receive fifty cents ($0.50) per hour premium.

Top Scale Licenses Obtained But Not Being Used: Employees who obtain and maintain a top license that is not being used shall be eligible for a one dollar ($1.00) per hour premium pay.

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.

Section 12.8 Management Right to Stay Competitive. Union agrees that the Employer has the right to increase pay rates for specific classifications when the Employer, in its sole discretion deems it necessary so the Employer can remain competitive with similar industries for employees in certain classifications. The Employer agrees to notify Union when such a change will be implemented.

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 13.2.1. New Defined Contribution Plan for New Employees Hired on or after January 1, 2022. For employees hired on or after, January 1, 2022, the City and the Union may agree to implement a new defined contribution retirement plan. Such plan shall be negotiated per a memorandum of understanding between the Union and the City for purposes of this plan exclusively.

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 the employee's regularly scheduled vacation; or
2) to the fact that the employee's 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, the employee 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. If a holiday falls during an employee's vacation, the day is counted as a holiday and not as a vacation day. This section only applies when an employee is taking a week-long vacation and the holiday falls within the week

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

(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 due to unapproved unpaid absences, shall have vacation benefits determined on a pro rata basis of the months or parts of months worked during the calendar year.

(c) Employees who are on an approved leave of absence that lasts in whole or in total more than six (6) months, shall have vacation benefits determined on a pro rata basis of the months or parts of months worked during the calendar year.

(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.

<u>Step 1</u>
-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.

Section 16.20. Positive Labor Relations. A joint management-labor committee shall meet for the purpose of discussing matters that would positively improve the workforce, labor-management relations, and the Employer’s operations and business. The committee shall consist of two (2) current and actively employed bargaining unit members to be designated by the union, one of which shall be the union steward, department heads, and one individual designated in the sole discretion of and by the City Manager.

Subject to all those management rights reserved to the City under this Agreement, the management-labor committee will meet at a mutually convenient time and place as determined by the City on an as-need basis while this Agreement remains in full force and effect, in order to discuss shop, labor and employment matters affecting the bargaining unit members and to propose recommendations and/or suggestions to the City and which shall, in all cases, be and all times remain non-binding on the City. The management-labor committee has authority to formally convene for its stated purpose when at least two (2) members of the management and one (1) member of the labor designates are formally in attendance pursuant to prior notice.

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 18.1. Termination. This Agreement shall become effective November 18, 2021 and shall remain in full force and effect until midnight, November 17, 2026, and from year to year thereafter, unless either party hereto serves a written notice upon the other at least sixty (60) 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

Jeremy Bain, President

Brandon Stevens, Lead Steward

DATE 11/10/21

CITY OF CHARLEVOIX

Luther Kurtz, Mayor

Mark L. Heydlauff, City Manager

DATE _____

APPENDIX "A"

Job Classifications and Hourly Rate Ranges

CLASSIFICATION	11/18/2021	11/18/2022	11/18/2023	11/18/2024	11/18/2025
Equipment Operator					
Equipment Operator	23.98	25.06	26.06	27.23	28.59
Miscellaneous					
Mechanic/Diesel Operator	25.46	26.61	27.67	28.92	30.37
Mechanic Helper	23.96	25.04	26.04	27.21	28.57
Maintenance II	24.96	26.08	27.12	28.34	29.76
Meter Reader	21.80	22.78	23.69	24.76	26.00
Water Distribution System Operators					
[1] Water Distribution System Operator Trainee					
S-4 Water Distribution System Operator	23.96	25.04	26.04	27.21	28.57
S-3 Water Distribution System Operator	25.46	26.61	27.67	28.92	30.37
S-2 Water Distribution System Operator	26.87	28.08	29.20	30.51	32.04
WTP/WWTP Operators					
Based on highest license(s) held					
[3,4] Chief Operator - Wastewater Treatment Plant (B Certification) (Senior and Top Scale License	33.05	34.87	36.61	38.63	40.95
[4] Chief Operator - Water Treatment Plant (F-2 and S-4) (Senior and Top Scale License)	31.99	33.75	35.44	37.38	39.62
WTP/WWTP Apprentice (Step 1)	23.66	24.72	25.71	26.87	28.21
WTP/WWTP Apprentice (Step 2)	24.63	25.74	26.77	27.97	29.37
"D" WW Certified and "F-4" Water Operator	23.96	25.04	26.04	27.21	28.57
"C" WW Certified and "F-3" or "F-4" Water Operator **OR**	25.46	26.61	27.67	28.92	30.37
"F-3 Water Operator and "D" WW Certified					
"B" WW Certified and "F-2" or "F-3" or "F-4" Water Operator **OR**	26.87	28.08	29.20	30.51	32.04
"F-2" Water Operator and "B", "C" or "D" WW Certified					
Electric Lineman					
Apprentice Advancement based on successful completion of training steps					
Step 1	31.87	32.83	33.81	34.82	35.86
Step 2	32.70	33.68	34.69	35.73	36.80
Step 3	33.49	34.49	35.52	36.59	37.69
Step 4	34.30	35.33	36.39	37.48	38.60
Step 5	35.09	36.14	37.22	38.34	39.49
Step 6	35.93	37.01	38.12	39.26	40.44
Step 7	36.71	37.81	38.94	40.11	41.31
Journeyman Lineman	45.92	47.30	48.72	50.18	51.69
Technicial					
Electric Department Technician	27.41	28.64	29.79	31.13	32.69
Clerical					
Receipts Clerk	21.80	22.78	23.69	24.76	26.00
Utilities Billing Clerk	21.80	22.78	23.69	24.76	26.00
[2]Administrative Assistant - Electric Department & DPW	23.92	25.00	26.00	27.17	28.53

[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.

[3] Mentor. Receives an additional $1.00/hour which is compounded over life of current contract.

[4] Effective 11/18/2021: Top scale and most senior license holder receives an additional .50¢ per hour plus an additional 1%, both of which are compounded over life of current contract.

Revised November 18, 2021

Appendix B

FAMILY AND MEDICAL LEAVE ACT (FMLA)

Eligible employees may take up to 12 weeks of unpaid, job-protected leave in any 12month period, known as “family and medical leave.” The 12month 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 anyone, 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 childcare when the call to duty or active duty necessitates a change in existing arrangements.

- To provide childcare 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: Organizational Meeting

DATE: November 15, 2021

PRESENTED BY: Sarah J. Dvoracek, Deputy City Clerk

BACKGROUND:

Section 2.15 of the City Charter requires that Council hold an organizational meeting at the first meeting of the Council after the November General Election. The meeting shall be held for the purpose of organization at the usual place for holding meetings of the legislative body of the City. Council is asked to consider the following items:

Meeting time -- The regular meetings of the Council shall be held at least twice each month. These meetings shall be held at the City Hall unless otherwise provided. The *Rules of Procedure for City Council*, Rule 1c sets the meetings as the first and third Mondays of the month at 6:00 p.m., unless Monday is a legal holiday, at which point the meeting moves to the following Tuesday at 6:00 p.m. The City Charter allows the Council to set the day and time of its meetings. If Council would like to change its meeting dates and times, a resolution would need to be drafted to amend the Rules of Procedure. Any change would not take place until January 2022.

Deputy Mayor -- Section 2.9 of the City Charter requires that the Council elect one of its members to serve as Deputy Mayor at the organizational meeting of the Council. The Deputy Mayor shall serve until the next organizational meeting of the Council or until a successor takes office.

RECOMMENDATION:

Motion to set 2022 City Council meetings for the first and third Mondays of the month at 6:00 p.m.

Motion to appoint Council Member *a*s Deputy Mayor.

CHARLEVOIX CITY COUNCIL

Reports and Communications

TITLE: City Manager's Comments

DATE: November 15, 2021

PRESENTED BY: Mark L. Heydlauff, City Manager

BACKGROUND:

A. Girls Ball Field Update

We have completed the Ball Field Improvement project that was initiated by Jack Kita and Junior Mainstreet in 2020. Over $9,000 dollars were raised for this project. Manthei Construction anticipated that the actual cost would have been over $7,000. The owners invoiced the City for only $3,173.60. Manthei Construction completed much of this project gratis based on their interest to participate in this project and give back to the community. We appreciate our partnership with Manthei Construction and their devotion to our community. I also appreciate Kent Knorr for leading this project and working with various stakeholders to bring it to completion.

B. Charter Amendments

As noted elsewhere in the agenda, four of five charter amendments presented to voters earlier this month were approved. The Council Calendar will have us revisit the Charter in February.

C. Annual Goal Setting and Planning Meeting

Council ordinarily has a goal setting and planning meeting around this time. I've included the last draft of your goals and objectives and added some commentary about how things have changed and been accomplished since you last visited this topic. November 29 could be a good time to hold this or another time you may find beneficial.

ATTACHMENTS:

- Memo to the Shade Tree and Parks Commission RE: Purpose, Objectives and Roles
- Council Goals with Comments

CITY OF CHARLEVOIX

MEMO

TO: Shade Tree and Parks Commission

FROM: Mark L. Heydlauff, City Manager

DATE: November 10, 2021

RE: Role, Purpose and Objectives of the Shade Tree and Parks Commission

CC: Mayor Kurtz and the Charlevoix City Council

In September, Commissioner Polakowski suggested the following should be discussed regarding the overall purpose of the Shade Tree and Parks Commission:

> The role, objectives and responsibilities of the Shade Tree and Parks Commission, especially the relationships between the Commission and the Recreation Department and the Department of Public Works; We need to know the specifics of the ordinances or directives that created each department and commission. It may be advisable to investigate other local Park Commissions i.e. Petoskey and Traverse City to further understand what may be possible as to organization and responsibilities.

Given this question, I offered to Perry Hodgson, the Commission's chair, that I would draft a memo discussing my perceptions of these purposes (and by extension, the opinion Council may hold as well). I'll outline some potential future actions the Commission can take and look toward a conversation with the Commission if there are ways City staff can work more effectively with the Commission on their business.

From my understanding, the original Shade Tree Commission was formed to advocate for and coordinate the planting and maintenance of trees--primarily in the City street right-of-way and especially in downtown Charlevoix. This purpose was led by Jeanine Wallace, John Campbell, Ken Polakowski and others. Under the guidance of this iteration of the Commission, the City developed a standardized list of species appropriate for planting in the rights-of-way, planning for and monitoring line clearing activities, ensuring planting accounted for utility maintenance, and working with homeowners on tree planting and removals.

When I arrived in Charlevoix in 2015, the Commission was reviewing again its list of approved species and continuing to plant 75-100 trees per year in an orderly manner throughout the community in the rights-of-way. Somewhere in 2016 or so, the Commission began discussing Lake Michigan Beach Park, the growth of invasive species, and the illegal cutting of trees on the City's property. Mr. Polakowski and Mr. Campbell led meetings with neighbors that started the first drafts of a long-term management plan for this area. The Commission led on this area again when the City retained Edgewater Resources of St. Joseph to develop a full-scale, long-term plan for the park based on wide community input.

In the intervening years, the Commission began looking at other park-related projects (like Water Tower Park and Ferry Beach Park) and also non-park issues like the redevelopment of Van Pelt Alley. In 2019, City Council approved an amendment to the Code of Ordinances to rename, expand the membership, and further define the purpose of this body.

As it has through its history, the Commission remains principally an advisory body with one exception. The City Code contemplates that this advisory role plays out in two ways: you offer it or it is requested. Ultimately, your role is help staff make good use of our tree and park resources and to offer good guidance to Council when requested (or not requested if you choose). In a technical sense, you have no budget nor any independent spending ability. What you do possess, however, is a sterling reputation for being thoughtful about tree policy and now park management policies. Nothing in ordinance obligates the Council or staff to accept your recommendations on tree planting each year, however, this is an operational norm that, within the budget set for you, you steward our tree planting program to continue improving our community with an ever-expanding tree canopy. When the Commission recommended outside professionals be hired, staff and Council have authorized this because you generally have a record of providing sound guidance.

You are effective as a body because of the technical knowledge you bring to these topics from your professional experience and the common sense you have as residents of the Charlevoix community. You can see our trees and parks as living organisms but also know what it's like to take children or grandchildren for a day at the beach. You have a sense of the right species to plant in northern Michigan but an understandable desire for electric lines not to be compromised during the slightest windstorm.

Earlier, I noted an exception to your advisory role. The ordinance change in 2019 contemplates one key role you have as a decision-making body. Section 152.02 of the Charlevoix City Code gives the Shade Tree and Park Commission the authority to hear requests from private property owners for the removal of City-owned trees. When such a removal is considered, the following should be kept in mind:

- Requests and decisions on the same should be in writing
- If a removal is permitted, you must require the planting of not less than 2 trees per tree removed
- The Shade Tree and Parks Commission has discretion on where new trees are planted
- The property owner making the request is responsible for all costs associated with the request
- Denied requests are subject to appeal to City Council

I'll now address the topic of your relationship with Public Works, Recreation, and other departments. Unlike the Recreation Advisory Committee (RAC), for example, you are contemplated in the City Code. The RAC is a creation of Council by resolution and is entirely advisory. The Public Works, Recreation and Electric department staff report to the City Manager—not any other board. When the ordinance gives staff and Council the ability to request input from you and for you to share the same with us, we are again relying on your knowledge and sense of the community. Similarly, the Recreation Director might also get a sense from the RAC whether t-ball programming is desired or what rules might be effective for a dog park.

The mission and goals of the City come from our registered voters who express themselves in electing a mayor and councilmembers. The Council selects a City Manager who oversees and manages department leaders. In the course of executing the broad direction from Council to, make parks more handicap

accessible for example, staff will work to better understand this and this Commission can be a great resource in convening public input and synthesizing it for staff implementation or further direction from Council.

Much as this Commission has developed standards for tree planting around power lines, prohibited species, and thoughtful plans of ensuring planting of new trees throughout the community, you could execute this strategy with park-specific plans going forward. This would include understanding the maintenance considerations of a park from Public Works, the programming elements from the Recreation Department, and the community desires from neighbors and the broader public. In this way, you are synthesizing guidance, creating space for dialogue among stakeholders, and producing a consensus vision for public spaces you can present to Council.

You might also contemplate the City Code itself and recommend whether you think a more direct role for you is warranted or needed. As I indicated above, nearly all the “power” of your board is in your ability to thoughtfully weigh matters and make recommendations. Even projects that are not trees or parks come your way because of your reputation (the recent desire to landscape the channel is a good example).

Above all else, this Commission is a vital part of maintaining the secret sauce of this community. You play a balancing act between homeowners, road construction, park maintenance, and vacationers. You provide a human face for decision-making and physically help do the work of keeping our community beautiful. As you settle into this role of having parks added to your portfolio, I have no doubt this balancing act will continue with the ups and downs I know you expect.

City Council, our staff and I continue to appreciate your knowledge and skill in executing your role and look forward to the continued role you will play.

CITY OF CHARLEVOIX

2020-2021 City Council Goals & Action Steps

Work with our neighbors to solve area-wide challenges

We believe Charlevoix is defined as a collection of townships, a city, a county, civic groups, neighborhoods, and schools bounded by Lake Charlevoix and Lake Michigan. In order to support the quality of life and local economy we now enjoy, we understand that it is important to look at the long-term picture of prosperity in this area.

Action Steps:

- The City should focus on creating an environment to sustain and encourage year-round occupancy in our neighborhoods to welcome a growing population this can occur through enhancing the density of our existing residential neighborhoods along with mixed-use commercial opportunities
- Business recruitment, along with sustaining current businesses, is an important piece of creating a growing job economy in our region
- Many challenges and opportunities we face occur concurrently with our neighbors and we should work toward collaborative gatherings, especially with Charlevoix Township
- Advocate for tax incentives to encourage the creation of more housing

Ensure Charlevoix is environmentally sustainable while also economically viable

Charlevoix should be a leader in using renewable energy to meet the demands of our electric customers and to protect our natural resources. Our built infrastructure should incorporate design standards that protect our waterways, preserve our trees, and encourage healthy living. Recycling, energy optimization, and water conservation will be encouraged.

Action steps:

- Engage in learning and planning about how to improve the energy efficiency and environmental impact of City operations including using renewables to power facilities, reducing energy loss, and by working with knowledgeable organizations to create a sustainability plan
- Improve the availability of recycling receptacles throughout the community - especially downtown
- Continue the work of Solid Waste Ad-hoc Committee by exploring improvements and contracts to remove solid waste including curbside recycling
- Organizers of special events should take lead responsibility for trash and increasing the recyclability of event waste
- Plan for non-motorized trails, bike parking, and pedestrian-friendly design in infrastructure projects where appropriate
- Learn about and plan for the effects of high-water levels in our community
- Achieve Silver Status for Michigan Green Communities by the end of 2020; seek Gold Status in 2021

Include the senior citizen community in all public events and activities

We have a growing senior citizen population and it is important for all members of the community to enjoy the quality of life we offer. Public facilities, especially parks, should have activities available for all ages and ability levels.

Action steps:

Commented [MLH1]: While not spelled out explicitly, the focus of this seems to be housing. Should this area be more closely focused on that and the strategies we've identified?

Commented [MLH2]: We have moved forward with the development of an AMI system and continue to look at adding renewable energy resources to our portfolio. Is there more work on this Council would like to do?

Commented [MLH3]: I suggest these two be combined and we revisit whether there is an opportunity for further cooperation with our neighboring cities.

Commented [MLH4]: Two grants are currently pending to add non-motorized trails in Charlevoix: Lake Michigan Beach Park along Park avenue (decision expected within a month) and the LTW extension on the northside (decision from MDOT in the next couple of months).

Commented [MLH5]: Does this remain a concern?

Commented [MLH6]: This is an area that went to the sidelines over the past 18 months. I think staff can work again on this initiative.

- Expand work with the Charlevoix County Transit Authority to provide shuttles during special events to provide remote parking and ease of transit
- Develop a policy requiring all festivals and special events who use public spaces to provide a statement of inclusion for senior citizens
- Consider adding activities in East Park and Bridge Park like shuffle board and concrete checker and chess boards
- Explore designation as "Age-friendly City" from the World Health Organization

Develop and maintain long-term infrastructure plans

As a progressive, year-round community, Charlevoix's infrastructure must be reliable in all weather conditions and should deliver the services required by our population.

Action steps:

- Continue development of city-wide Wi-Fi, fiber optic connections, and other technological benefits for our permanent residents, visitors, and seasonal residents
- Improve the snow and ice clearing from sidewalks throughout the community by working with property owners

Provide strong stewardship of public resources and promote good governance

We will seek collaboration with other entities around the area and look for ways to efficiently provide the quality services the community expects. Charlevoix government should be organized around gathering public input and effectively giving staff and Council good recommendations for public policy.

Action steps:

- Explore further avenues of cooperation with neighboring townships, especially in the areas of infrastructure planning and recreation
- Study the use of our business-like enterprises (i.e. Golf Course, EMS, and others) and the degree to which they are subsidized by taxpayers
- Review surplus City-owned real estate with the goal of redeveloping into year-round housing
- Develop a strategy for bulky waste collection, probably in collaboration with Charlevoix Township
- Improve and develop policies for internal financial controls and reporting

Enhance and showcase the outstanding quality of life in Charlevoix

Charlevoix is well known as one of the premiere resort communities on the Great Lakes, but of equal importance is that it is home to our residents. We cannot lose sight of our community being "home." One of our strongest attributes is the many activities and amenities offered; we should support these and build upon them.

Action steps:

- Encourage more outdoor dining and placemaking settings that showcase the unique geography, architecture, and programing of Charlevoix, including looking for ways to implement the findings of the Sustainable Built Environment Initiative that studied downtown alleys
- Development of a dog park and a dog beach to help residents enjoy public spaces with their four-legged friends
- Encourage the development of shuffleboard, chess board tables, and other passive recreation items
- Strike a better balance between the special events of our community and the need for our residents and visitors to enjoy passive recreation in public spaces, especially East Park

Commented [MLH7]: This is in the Special Events policy. Should it be dropped from this document?

Commented [MLH8]: It seems like this fits better in the first goal area rather than this area.

Commented [MLH9]: In part due to the pandemic and changes in user activity, the golf course is performing much better financially. We have also transitioned the EMS department to the Lake Charlevoix EMS Authority.

Commented [MLH10]: With the changes in our spring and fall clean-up, this seems like a moot point.

Commented [MLH11]: I suggest this be reframed around the Alley and Corridor Implementation Plan adopted by Council this year; we also have the ongoing SBEI and pedestrian studies of the Bridge Street corridor.

Commented [MLH12]: Project complete! Well done Recreation Department

Commented [MLH13]: This seems redundant with the same topic above.

Commented [MLH14]: Further development and discussion for our special events policy?