



Agenda
City of Charlevoix City Council Regular Meeting
Monday, April 1, 2024 - 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

- 1. Pledge of Allegiance**
- 2. Roll Call**
- 3. Presentations**
 - A. Charlevoix Public Library Update
Ryan Deery-Director
- 4. Inquiry Regarding Conflicts of Interest**
- 5. Consent Agenda**
 - A. City Council Meeting Minutes - March 18, 2024
 - B. Accounts Payable and Payroll Check Registers
 - C. Purchase of a New Hot Patch Trailer for \$29,815
 - D. Purchase of a New Trackless Tractor for \$208,899.55
 - E. Purchase of a New Leaf Vac Machine for \$96,483
 - F. Charlevoix Public School Sewer Maintenance Renewal Agreement
 - G. Transformer Purchase for \$35,245
- 6. Public Hearings and Actions Requiring Public Hearings**
 - A. Zoning Ordinance Amendments
Jonathan Scheel, Zoning Administrator
- 7. All Other Actions and Requests**
 - A. The Fraternal Order of Police Labor Council Agreement, dated April 1, 2024 - March 31, 2028
- 8. Reports and Communications**
 - A. Public Comment
 - B. City Manager's Comments
 - C. Mayor and Council Comments
- 9. Other Council Business**
- 10. Adjourn**

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Clerk's Office at 231-547-3250 or by email clerk@charlevoixmi.gov. A 24-hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodations requests.

Charlevoix City Council

Presentations

Title: Charlevoix Public Library Update

Date: April 1, 2024

Presented By: Ryan Deery-Director

Background:

Library Director Ryan Deery will provide a report and update Council on the activities of the Charlevoix District Library.

Recommendation:

Attachments:

None

Charlevoix City Council

Consent Agenda

Title: City Council Meeting Minutes - March 18, 2024

Date: April 1, 2024

Presented By:

Background:

Recommendation:

Motion to approve the minutes as presented.

Attachments:

1. City Council Draft Meeting Minutes 03/18/2024

City of Charlevoix
City Council Regular Meeting Minutes
Monday, March 18, 2024 - 6:00 PM
Council Chambers, 210 State Street, Charlevoix, MI

1. Pledge of Allegiance

The meeting was called to order at 6:00 p.m. by Mayor Gennett. The Council, staff, and members of the public rose and recited the Pledge of Allegiance.

2. Roll Call

Mayor: Lyle Gennett

Members Present: Aaron Hagen, Janet Kalbfell, Mark Knapp, Phil Parr, Richard Spring

Members Absent: Shane Cole

City Manager: Mark L. Heydlauff

City Clerk: Sarah J. Dvoracek, absent

3. Presentations

A. Proclamation-Sexual Assault Awareness Month-April 2024

Lyle Gennett

Mayor

Mayor Gennett read the proclamation declaring April as Sexual Awareness Month in the City of Charlevoix.

4. Inquiry Regarding Conflicts of Interest

5. Consent Agenda

Mayor Gennett opened the item for public comment. None were heard.

Motion by Parr, seconded by Spring to approve the consent agenda as presented.

Yeas: Hagen, Kalbfell, Knapp, Parr, Spring

Nays: None

Absent: Cole

Motion carried.

A. City Council Meeting Minutes - March 4, 2024

Motion to approve the minutes as presented.

B. Accounts Payable and Payroll Check Registers

Motion to approve the accounts payable and payroll check registers as presented.

Dates	Description	Amount
02/28/2024	Special Accounts Payable Run	\$2,951.11
03/15/2024	Payroll (net pay)	\$107,936.19
03/15/2024	Payroll Transmittal Checks	\$5,725.11
03/19/2024	Regular Accounts Payable	\$344,335.15

03/04/2024-03/15/2024	ACH/WIRE Payments	\$149,420.59
03/01/2024	Special A/P Tax Disbursement	\$494,057.65
Grand Total		\$1,104,425.80
The entire accounts payable and payroll check registers can be viewed on our website.		

- C. Michigan Township Participating Plan Grant Application-Body Worn Cameras
Motion to approve the application for the Michigan Township Participating Plan Grant for \$5,000 for the Police Department's Body Worn Camera Program.

6. Public Hearings and Actions Requiring Public Hearings

- A. Public Hearing: Zoning Ordinance Amendments
Jonathan Scheel, Zoning Administrator
Mayor Gennett opened the item for public comment. One was heard.

No action was taken, Council Member Cole was absent. The item will be on the next agenda.

7. All Other Actions and Requests

- A. Emergency Alert Siren
Mark Heydlauff, City Manager
Council concurred that more research is needed. Council requested more information on how to educate the public in the event of an emergency, how to encourage the public to sign up for emergency text alerts, and how much it will cost to upgrade the siren we own. No action was taken.

8. Reports and Communications

- A. Public Comment

- B. City Manager's Comments

- Thanked Mt. McSauba Staff for overcoming a challenging ski season
- Large item pick-up will occur the first week in May, details are on the City's website
- There is an RPF published for Michigan Beach Concession Stand, details are on the website
- Annie Russell has decided not to continue the concession stand, and we appreciate all her past efforts

- C. Mayor and Council Comments

9. Other Council Business

10. Adjourn

Mayor Gennett adjourned the meeting at 6:20 p.m.

Sarah J. Dvoracek

City Clerk

Lyle Gennett

Mayor

Charlevoix City Council

Consent Agenda

Title: Accounts Payable and Payroll Check Registers

Date: April 1, 2024

Presented By:

Background:

Recommendation:

Motion to approve accounts payable and payroll check registers.

Attachments:

1. Check Registers 04-01-24 Agenda

Check Number	Payee	Amount
03/25/2024		
141947	AT&T	1,604.68
141948	AT&T MOBILITY	845.45
141949	CHARLEVOIX STATE BANK	7,635.55
141950	CHARTER COMMUNICATIONS	708.87
141951	CHARTER COMMUNICATIONS OPERA	94.98
141952	DELTA DENTAL	3,319.12
141953	GREAT LAKES ENERGY	347.52
141954	PRIORITY HEALTH	47,516.67
141955	VSP INSURANCE CO. (CT)	548.09
Total 03/25/2024:		62,620.93
Grand Totals:		62,620.93

Summary of Check Registers & ACH Payments

HUNTINGTON NATIONAL BANK - CHECKS ISSUED

03/25/24	Special Accounts Payable Run	\$	62,620.93
03/28/24	Payroll (net pay)	\$	96,793.39
03/28/24	Payroll Transmittal Checks	\$	5,725.11
04/02/24	Regular Accounts Payable	\$	163,682.47

Checks Sub-Total: \$ 328,821.90

HUNTINGTON NATIONAL BANK - ACH/WIRE PAYMENTS

03/18/24	US Bank Bond Control (WWTP)	\$	523,057.03
03/18/24	MI Public Power Agency	\$	27,342.61
03/20/24	Enterprise FM Trust (fleet lease)	\$	4,351.52
03/25/24	MI Public Power Agency	\$	256,779.71
03/25/24	MI Public Power Agency	\$	23,520.09
03/28/24	IRS (Payroll Tax Deposit)	\$	35,465.87
03/28/24	Alerus Financial (HCSP)	\$	558.00
03/28/24	Vantagepoint (401 Plan)	\$	1,094.68
03/28/24	Vantagepoint (457 Plan)	\$	20,464.93
03/28/24	Vantagepoint (Roth IRA)	\$	1,190.00
03/28/24	State of MI (Withholding Tax)	\$	5,189.08
03/28/24	MERS (Defined Benefit Plan)	\$	86,788.35

ACH Sub-Total: \$ 985,801.87

Huntington National Bank Total: \$ 1,314,623.77

CHARLEVOIX STATE BANK - CHECKS ISSUED

(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

Special A/P Tax Disbursement \$ -

Charlevoix State Bank Total: \$ -

Grand Total: \$ 1,314,623.77

APPROVED:

CITY MANAGER

CITY TREASURER

CITY CLERK

M = Manual Check, V = Void Check

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
03/23/2024	PC	03/28/2024	39195	FLANDERS, FRANCIS B.	90		132.14
03/23/2024	PC	03/28/2024	39196	BRYAN, BRENDA L.	91		138.52
03/23/2024	PC	03/28/2024	39197	HEYDLAUFF, MARK L.	102		3,512.18
03/23/2024	PC	03/28/2024	39198	DVORACEK, SARAH J.	105		2,289.82
03/23/2024	PC	03/28/2024	39199	DEROSIA, PATRICIA E.	107		990.33
03/23/2024	PC	03/28/2024	39200	DOTSON, LINDSEY J.	109		857.31
03/23/2024	PC	03/28/2024	39201	KLOOSTER, ALIDA K.	121		1,997.27
03/23/2024	PC	03/28/2024	39202	BARNEVELD, RICHELLE	123		1,324.60
03/23/2024	PC	03/28/2024	39203	SCHULZ, GINNY L.	125		1,564.98
03/23/2024	PC	03/28/2024	39204	DAVIDSON, JESSICA-RA	127		1,483.63
03/23/2024	PC	03/28/2024	39205	MILLER, FAITH G.	142		53.13
03/23/2024	PC	03/28/2024	39206	MCGINN, KELLY A.	146		2,322.67
03/23/2024	PC	03/28/2024	39207	SCHEEL, JONATHAN D.	149		2,096.12
03/23/2024	PC	03/28/2024	39208	MCDONNELL, JILL L.	202		2,250.73
03/23/2024	PC	03/28/2024	39209	UMULIS, MATTHEW T.	205		1,755.82
03/23/2024	PC	03/28/2024	39210	ORBAN, BARBARA K.	209		1,845.53
03/23/2024	PC	03/28/2024	39211	RILEY, DENISE M.	213		543.04
03/23/2024	PC	03/28/2024	39212	MUNK, CHRISTOPHER J.	215		1,584.94
03/23/2024	PC	03/28/2024	39213	CHRISTIANSEN, BRIAN D	218		1,699.57
03/23/2024	PC	03/28/2024	39214	RAMIREZ, CHARLES V.	219		1,303.06
03/23/2024	PC	03/28/2024	39215	YOUNG, KRISTEN L.	230		1,489.04
03/23/2024	PC	03/28/2024	39216	WURST, RANDALL W.	411		1,790.66
03/23/2024	PC	03/28/2024	39217	HILLING, NICHOLAS A.	413		1,742.38
03/23/2024	PC	03/28/2024	39218	MEIER III, CHARLES A.	421		1,790.00
03/23/2024	PC	03/28/2024	39219	ZACHARIAS, STEVEN B.	422		1,535.86
03/23/2024	PC	03/28/2024	39220	NEWMAN, MARK J.	424		1,750.13
03/23/2024	PC	03/28/2024	39221	LOUGHMILLER, JOHN A.	425		1,687.16
03/23/2024	PC	03/28/2024	39222	GRIFFITH, JOHN J.	500		2,543.46
03/23/2024	PC	03/28/2024	39223	EATON, BRAD A.	515		2,798.36
03/23/2024	PC	03/28/2024	39224	WILSON, TIMOTHY J.	516		3,026.68
03/23/2024	PC	03/28/2024	39225	LAVOIE, RICHARD L.	519		2,608.52
03/23/2024	PC	03/28/2024	39226	STERRETT, PHILLIP R.	520		1,966.77
03/23/2024	PC	03/28/2024	39227	STEVENS, BRANDON C.	521		2,668.39
03/23/2024	PC	03/28/2024	39228	WHITLEY, ANDREW T.	522		2,536.34
03/23/2024	PC	03/28/2024	39229	FARRELL, MITCHELL L.	524		2,162.02
03/23/2024	PC	03/28/2024	39230	ANDERSON, ELIZABETH	526		1,460.44
03/23/2024	PC	03/28/2024	39231	KENWABIKISE, DAVID L.	528		1,310.63
03/23/2024	PC	03/28/2024	39232	ELLIOTT, PATRICK M.	600		3,209.25
03/23/2024	PC	03/28/2024	39233	MORRISON, KEVIN P.	601		1,361.77
03/23/2024	PC	03/28/2024	39234	SCHWARTZFISHER, JOS	603		1,407.86
03/23/2024	PC	03/28/2024	39235	FURGESON, JUSTIN L.	613		1,678.46
03/23/2024	PC	03/28/2024	39236	BRADLEY, KELLY R.	614		1,736.92
03/23/2024	PC	03/28/2024	39237	HART II, DELBERT W.	616		1,646.41
03/23/2024	PC	03/28/2024	39238	JONES, ROBERT F.	618		1,430.12
03/23/2024	PC	03/28/2024	39239	THORP JR, WILLIAM D.	623		1,331.36
03/23/2024	PC	03/28/2024	39240	LEITNER, RYAN S.	624		1,781.03
03/23/2024	PC	03/28/2024	39241	NOWKA, STEPHEN P.	626		1,558.75
03/23/2024	PC	03/28/2024	39242	REID, ROB A.	632		7.80
03/23/2024	PC	03/28/2024	39243	KNORR, KENT J.	700		2,240.21
03/23/2024	PC	03/28/2024	39244	ANZELL, BETH A.	702		1,550.74
03/23/2024	PC	03/28/2024	39245	BOSS, SHERRY M.	730		234.69
03/23/2024	PC	03/28/2024	39246	MCDERMOTT, DENNIS J.	732		58.25
03/23/2024	PC	03/28/2024	39247	WALKER, MEREDITH A.	771		123.72
03/23/2024	PC	03/28/2024	39248	BOSS, BEAU J.	788		874.07
03/23/2024	PC	03/28/2024	39249	DRENT, DOUGLAS A.	838		817.37
03/23/2024	PC	03/28/2024	39250	GILL, DAVID R.	856		734.35
03/23/2024	PC	03/28/2024	39251	LIVINGSTON, BRIAN D.	866		1,375.04

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
03/23/2024	PC	03/28/2024	39252	SCHOLEY, ROBERT W.	902		1,954.06
03/23/2024	PC	03/28/2024	39253	OLIVER, GRANT T.	915		1,060.20
03/23/2024	PC	03/28/2024	39254	POSTMUS, ANTHONY H.	916		1,051.28
03/23/2024	PC	03/28/2024	39255	DOUGLAS, MARK	935		1,513.90
03/23/2024	PC	03/28/2024	39256	FRATRICK, JOSEPH W.	940		548.17
03/23/2024	PC	03/28/2024	141956	TIMMS, ROBERT N	92		138.52
03/23/2024	PC	03/28/2024	141957	BOSS JR, DALE E.	701		756.86
Grand Totals:			64				96,793.39



Report Criteria:

Computed checks included
Manual checks included
Supplemental checks included
Termination checks included
Void checks included

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
03/23/2024	03/28/2024	141958	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	1,095.58
03/23/2024	03/28/2024	141959	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST T	69.80
03/23/2024	03/28/2024	141959	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	498.48
03/23/2024	03/28/2024	141960	CHARLEVOIX STATE BAN	9017	HSA - EMPLOYEE CONTRIB - C	1,330.00
03/23/2024	03/28/2024	141961	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	672.39
03/23/2024	03/28/2024	141962	MI STATE DISBURSEMEN	9012	FRIEND OF THE COURT Pay Pe	116.55
03/23/2024	03/28/2024	141963	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,564.95
03/23/2024	03/28/2024	141964	THE HARTFORD	9035	LIFE - VOLUNTARY Pay Period:	276.73
03/23/2024	03/28/2024	141964	THE HARTFORD	9035	SPOUSE LIFE Pay Period: 3/23/	51.29
03/23/2024	03/28/2024	141964	THE HARTFORD	9035	CHILD LIFE Pay Period: 3/23/20	11.00
03/23/2024	03/28/2024	141964	THE HARTFORD	9035	AD&D - VOLUNTARY Pay Period	28.60
03/23/2024	03/28/2024	141964	THE HARTFORD	9035	SPOUSE AD&D Pay Period: 3/23	5.09
03/23/2024	03/28/2024	141964	THE HARTFORD	9035	CHILD AD&D Pay Period: 3/23/2	4.65
Grand Totals:		13				5,725.11

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Check Number	Payee	Amount
04/02/2024		
141965	9 OAKS INN	1,800.00
141966	ABILITA	2,250.00
141967	ALL-PHASE ELECTRIC SUPPLY CO	78.11
141968	AMAZON CAPITAL SERVICES	721.03
141969	AMERICAN TOTAL SECURITY INC	3,915.68
141970	AMERIGAS PROPANE LP	508.78
141971	ANDERSON, ELIZABETH A.	50.00
141972	ANYWHERE DOT EXAMS PLLC	735.00
141973	ANZELL, BETH A.	50.00
141974	BEAVER ISLAND BOAT COMPANY	4,651.33
141975	BIOTECH AGRONOMICS INC	495.00
141976	BRADLEY, KELLY R.	150.00
141977	BURNELL, ALISON	72.00
141978	CDW GOVERNMENT	844.09
141979	CHARLEVOIX TOWNSHIP TREASURE	38,300.00
141980	CINTAS	66.98
141981	CINTAS CORPORATION	183.59
141982	CITY OF CHARLEVOIX - PETTY CASH	300.00
141983	CONWAY PROFESSIONAL SERVICES	725.00
141984	CROSSROADS MOBILE MAINTENANC	6,033.00
141985	CUMMINS SALES AND SERVICE	1,168.10
141986	DeROSIA, PATRICIA E.	50.00
141987	DORAN, JUSTIN J.	50.00
141988	DOTSON, LINDSEY J.	50.00
141989	DOUGLAS, MARK	50.00
141990	DRENTH, DOUGLAS A	50.00
141991	DVORACEK, SARAH	50.00
141992	EATON, BRAD A.	150.00
141993	ECONO SIGNS LLC	3,454.61
141994	EJ USA INC.	5,579.70
141995	ELLIOTT, PATRICK M.	200.00
141996	ELLSWORTH FARMERS EXCHANGE	80.00
141997	ETNA SUPPLY	772.00
141998	FARRELL, MITCHELL L.	150.00
141999	FISHER SCIENTIFIC	1,110.82
142000	FURGESON, JUSTIN L.	240.00
142001	GALLS LLC	311.92
142002	GRIFFITH, JOHN J	50.00
142003	GRP ENGINEERING INC	18,347.09
142004	HACH COMPANY	6,268.91
142005	HART II, DELBERT W.	150.00
142006	HEYDLAUFF, MARK L.	50.00
142007	HILLING, NICHOLAS A.	200.00
142008	HYDE SERVICES LLC	605.74
142009	IDEXX DISTRIBUTION INC	2,066.26
142010	INTEGRITY BUSINESS SOLUTIONS	161.35
142011	JAMES E. EVANS SURVEYING LLC	250.00
142012	JONES, ROBERT F.	150.00

Check Number	Payee	Amount
142013	KALAMAZOO SANITARY SUPPLY LLC	439.92
142014	KENWABIKISE, DAVID L.	150.00
142015	KLOOSTER, ALIDA K.	50.00
142016	KNORR, KENT J.	50.00
142017	LAKE SHORE TIRE & AUTO SERVICE	20.00
142018	LASER PRINTER TECHNOLOGIES	682.69
142019	LAVOIE, RICHARD L	150.00
142020	LEITNER, RYAN S.	150.00
142021	LITTLE TRAVERSE DISPOSAL LLC	1,106.37
142022	LIVINGSTON, BRIAN D.	50.00
142023	LOUGHMILLER, JOHN A.	150.00
142024	MCDERMOTT, DENNIS J.	50.00
142025	MCDONNELL, JILL L	50.00
142026	McGINN, KELLY A.	50.00
142027	MEIER III, CHARLES A.	150.00
142028	MORRISON, KEVIN P.	150.00
142029	MWEA	190.00
142030	NEWMAN, MARK J.	150.00
142031	NORTHERN MICHIGAN LAW ENFORC	150.00
142032	NORTHERN MICHIGAN MUTUAL AID T	400.00
142033	NORTHWEST ELECTRONICS & REPAI	6.99
142034	NOWKA, STEPHEN P.	150.00
142035	OHM ADVISORS	840.00
142036	OLSON & HOWARD	604.50
142037	ON DUTY GEAR LLC	1,685.91
142038	OTEC	390.00
142039	OUDBIER INSTRUMENT CO	937.50
142040	PAUL'S METER TESTING LLC	4,278.35
142041	POWER LINE SUPPLY	6,408.85
142042	POWER SYSTEM ENGINEERING INC	15,393.39
142043	POWERDMS INC	550.00
142044	PREIN & NEWHOF	2,188.18
142045	PRESTON FEATHER	145.89
142046	PROPERTY MANAGEMENT ELITE LLC	2,785.00
142047	RESOLUTION G2 LLC	6,575.00
142048	SCHEEL, JONATHAN D	50.00
142049	SCHOLEY, ROBERT W.	395.87
142050	SCHWARTZFISHER, JOSEPH L.	150.00
142051	SEILER INSTRUMENT & MFG CO INC	1,228.50
142052	STATE OF MICHIGAN	290.00
142053	STERRETT, PHILLIP R.	150.00
142054	STEVENS, BRANDON C.	150.00
142055	SUMMIT FIRE PROTECTION	473.00
142056	SYSTEMS SPECIALISTS INC	900.00
142057	THORP JR, WILLIAM D.	150.00
142058	TRACE ANALYTICAL LABORATORIES I	677.50
142059	UNIFIRST CORPORATION	376.06
142060	UP NORTH ASSESSING INC	5,500.00
142061	VERIBANC INC	500.00

Check Number	Payee	Amount
142062	VILLAGE GRAPHICS INC	65.00
142063	WANSTRATH, SCOTT	150.00
142064	WHITLEY, ANDREW T.	150.00
142065	WILMOT ELECTRIC INC	476.91
142066	WILSON, TIMOTHY J.	150.00
142067	WOJAN, ROBERT	275.00
142068	WURST, RANDALL W.	200.00
142069	YOUNG, KRISTEN L.	50.00
142070	ZACHARIAS, STEVEN B.	150.00
Total 04/02/2024:		163,682.47
Grand Totals:		163,682.47

Check Number	Payee	Amount
03/18/2024		
31824001	U.S. BANK BOND CONTROL	523,057.03
31824002	MICHIGAN PUBLIC POWER AGENCY	27,342.61
Total 03/18/2024:		550,399.64
Grand Totals:		550,399.64

Check Number	Payee	Amount
03/20/2024		
32024001	ENTERPRISE FM TRUST	4,351.52
Total 03/20/2024:		4,351.52
Grand Totals:		4,351.52

Check Number	Payee	Amount
03/25/2024		
32524001	MICHIGAN PUBLIC POWER AGENCY	256,779.71
32524002	MICHIGAN PUBLIC POWER AGENCY	23,520.09
Total 03/25/2024:		280,299.80
Grand Totals:		280,299.80

Check Issue Date	Check Number	Payee	Amount
32824001			
03/28/2024	32824001	**EFTPS* Payroll Taxes	9,438.78
03/28/2024	32824001	**EFTPS* Payroll Taxes	9,438.78
03/28/2024	32824001	**EFTPS* Payroll Taxes	2,207.44
03/28/2024	32824001	**EFTPS* Payroll Taxes	2,207.44
03/28/2024	32824001	**EFTPS* Payroll Taxes	12,173.43
Total 32824001:			
	5		35,465.87
32824002			
03/28/2024	32824002	Alerus Financial	558.00
Total 32824002:			
	1		558.00
32824003			
03/28/2024	32824003	MissionSquare - 401 Plan 109153	1,094.68
Total 32824003:			
	1		1,094.68
32824004			
03/28/2024	32824004	MissionSquare - 457 Plan 300959	4,602.00
03/28/2024	32824004	MissionSquare - 457 Plan 300959	2,646.38
03/28/2024	32824004	MissionSquare - 457 Plan 300959	4,686.66
03/28/2024	32824004	MissionSquare - 457 Plan 300959	8,529.89
Total 32824004:			
	4		20,464.93
32824005			
03/28/2024	32824005	MissionSquare - Roth IRA 706117	1,190.00
Total 32824005:			
	1		1,190.00
32824006			
03/28/2024	32824006	STATE OF MICHIGAN	5,189.08
Total 32824006:			
	1		5,189.08
Grand Totals:			
	13		63,962.56



Check Number	Payee	Amount
03/28/2024		
32824007	MERS	86,788.35
Total 03/28/2024:		86,788.35
Grand Totals:		86,788.35

Charlevoix City Council

Consent Agenda

Title: Purchase of a New Hot Patch Trailer for \$29,815

Date: April 1, 2024

Presented By:

Background:

In the approved 2024/25 budget, we have allocated funds to purchase a new hot patch trailer. The trailer is the unit that heats up our hot patch asphalt and makes the material workable for filling in the potholes throughout town. The current unit has become unreliable and is in constant repair. The funds for this purchase will come from the Motor Pool Fund.

The purchase of this hot patch trailer will be from KM International out of North Branch Michigan (see attachment). The pricing for this equipment is through Sourcewell Pricing which is similar to MiDEAL pricing, where equipment is competitively bid and is offered to municipalities at a reduced rate.

Recommendation:

Motion to approve the purchase of the hot patch trailer from KM International for a total of \$29,815, and authorize the City Manager to sign any required documents.

Attachments:

1. HPD_240319130319

K M INTERNATIONAL
NORTH BRANCH MI 48461

KMII QUOTE

Date	Estimate #
10/20/2023	35914

Name / Address
CHARLEVOIX CITY OF JOE SCHWARTZFISHER 229 STOVER RD CHARLEVOIX MI 48720

Ship To
CHARLEVOIX CITY OF JOE SCHWARTZFISHER 229 STOVER RD CHARLEVOIX, MI 48720

P.O. No.	Terms	Rep	Delivery
	Net 30	KS	PO 30 DAYS

Item	Description	Qty	Cost	Total
LITHIUM IRON BATTERY OPTION	LITHIUM IRON BATTERY OPTION DIESEL HOTBOX (REPLACES STANDARD 12V DRY CELL BATTERY)	1	1,200.00	1,200.00T
No LIGHTS, WORK LIGHT (4000/8000)	KM 4000/8000 WORK LIGHT OPTION; TWO LID MOUNTED AND SWITCHED WORK LIGHTS	1	440.00	440.00T NO
No CUSTOM/UNIQUE OPTION	CUSTOM AND/OR UNIQUE OPTION, UltraLITE Plus Exterior LED Warning Bar EL3PU004FH KM 4000 LIGHT BAR; DIRECTIONAL SPLIT ARROW BOARD & CONTROLLER GREEN AND AMBER COLORS	1	2,000.00	2,000.00T NO
	GREEN AND AMBER SPLIT ARROW BOARD			
	SUBTOTAL			36,980.00
FREIGHT - NORTH BRANCH HANDLING	FOB - DOOR NORTH BRANCH, MI 48461 TO DOOR 48720 HANDLING/PACKAGING AND/OR CRATE CHARGES	1	1,000.00	1,000.00T
	SOURCEWELL PRICING #080521-KMI	1	150.00	150.00T
	Sales Tax Exempt Governmental Agencies		0.00%	0.00

Tax Indemnification. Buyer shall pay, and indemnify and hold Seller, and its Affiliates, and all officers, directors, employees and agents harmless from and against, any taxes that may at any time be asserted in respect of the transactions described in this purchase order, or the Buyer's use or possession of the equipment that is the subject of this purchase order (including any sales, use, receipts, value added, occupation, excise, personal property, privilege or license taxes, or any withholdings, but not including taxes imposed upon Seller with respect to its overall net income) and costs, expenses and reasonable counsel fees in defending against the same, whether arising by reason of the Buyer's purchase, use or possession of the equipment or otherwise. Prices subject to change based on CPI

Total \$38,130.00

(#8,315-)

Phone #	Fax #
(810) 688-1234	(810) 688-8765

Quoted By: TOTAL \$29,815-

Accepted _____

Keizer-Morris International, Inc.

Please note that ALL WARRANTY PARTS must be returned to KMI within 7 business days of customer receipt in order for credit to be issued.

KMII QUOTE

Date	Estimate #
10/20/2023	35914

Name / Address
CHARLEVOIX CITY OF JOE SCHWARTZFISHER 229 STOVER RD CHARLEVOIX MI 48720

Ship To
CHARLEVOIX CITY OF JOE SCHWARTZFISHER 229 STOVER RD CHARLEVOIX, MI 48720

P.O. No.	Terms	Rep
	Net 30	KS

Delivery
PO 30 DAYS

Item	Description	Qty	Cost	Total
KM 4000TEDD C2M3	KM 4000TEDD C2M3 - 2 TON ASPHALT HOTBOX/RECLAIMER DIESEL FIRED HYDRAULIC DUMP TRAILER WITH ELECTRIC BRAKES	1	26,625.00	26,625.00T
TOOL RACK (4000) - 4 HOLE	TOOL RACK - FOUR POSITION RACK, MOUNTED ON KM4000 TRAILER DWG-KMI3319, PN-KMI3418-0	1	370.00	370.00T
SOLVENT TANK	SOLVENT TANK OPTION, 7 GAL, LATCHED HINGED LID, 3/4" BOTTOM	1	470.00	470.00T
5 GAL BUCKET HOLDER	5 GAL BUCKET HOLDER DWG-KMI2649, PN-KMI2748-1	1	335.00	335.00T NO
TORCH WITH HOSE REEL (DIESEL)	UTILITY HAND TORCH WITH RETRACTABLE HOSE REEL; USE WITH DIESEL SUPPLIED HOTBOX 4000/8000 --DRAWING KMI3043 --PN KMI3142-0 UHT LOCATED IN THE BACK	1	1,900.00	1,900.00T NO
30 LB CYLINDER	30 LB CYLINDER-LP	1	125.00	125.00T NO
HOIST (ELEC 12V W/DIESEL)	LOADING HOIST/WINCH & DAVIT 12V OPERATION, 4000/8000 DIESEL UNITS ONLY	1	3,515.00	3,515.00T NO

Tax Indemnification. Buyer shall pay, and indemnify and hold Seller, and its Affiliates, and all officers, directors, employees and agents harmless from and against, any taxes that may at any time be asserted in respect of the transactions described in this purchase order, or the Buyer's use or possession of the equipment that is the subject of this purchase order (including any sales, use, receipts, value added, occupation, excise, personal property, privilege or license taxes, or any withholdings, but not including taxes imposed upon Seller with respect to its overall net income) and costs, expenses and reasonable counsel fees in defending against the same, whether arising by reason of the Buyer's purchase, use or possession of the equipment or otherwise. Prices subject to change based on CPI

Total

Quoted By: _____

Accepted

Phone #	Fax #
(810) 688-1234	(810) 688-8765

Keizer-Morris International, Inc.

Please note that ALL WARRANTY PARTS must be returned to KMI within 7 business days of customer receipt in order for credit to be issued.

Charlevoix City Council

Consent Agenda

Title: Purchase of a New Trackless Tractor for \$208,899.55

Date: April 1, 2024

Presented By:

Background:

In the approved 2024/25 budget, we allocated money for the purchase of a new trackless tractor. This machine completes many different tasks such as rough mowing in the summer and snow removal in the winter. The unit that we intend to purchase also comes with a stump grinder attachment. This is a very specialized piece of equipment and is very compact to be able to handle the small areas. We are replacing our current trackless machine that is 12 plus years old and, in general has been a very reliable machine, but over time has become more unreliable.

Bell Equipment, who participates in the MI DEAL program, supplied us with a quote for a new machine (see attached). This new machine is very similar in size etc, but is much more advanced in the controls and technology, compared to our existing unit. The quote supplied also includes a new snowblower and a stump grinder attachment.

The funds for this purchase is budgeted in the Motor Pool budget, and the quote is approximately \$1,000.00 under budget.

Recommendation:

Motion to purchase a new trackless tractor from Bell Equipment for a total of \$208,899.55 and authorize the City Manager to sign any required documents.

Attachments:

1. HPD_240319140650



Michael Cleary
78 Northpointe Dr.
Lake Orion, MI 48359
Cell: 616-916-4044
Email:
mcleary@bellequip.com



DATE: Feb. 29, 2024

QUOTE # Trackless-Charlevoix

City of Charlevoix

Attn: Joe Schwartzfisher

Qty	Description	Trackless MT7	Your Price (each)	Total
Seasonal Articulating Tractor				
1	TRACKLESS- Tractor With 16" Radials (LT245/75R)			\$162,482.50
	• Hydrostatic/4-wheel Drive			
	• Climate Control A/C- Digital Dash			
	• 74 H.P John Deere Diesel- 5 Yr. Warranty			
1	OPH- Ride Control		\$2,796.45	
1	OPM70- Wi-Fi Diagnostic Package		\$675.00	
1	High Range Lock Out		\$525.00	
1	Z3PT3 Point Rear Hitch		\$3,989.00	
4	Alternating Green Strobes		\$425.00	
				\$170,892.95
Attachments				
1	Z51GRB-51" Gear Box Ribbon Snowblower with Side Walk Chute			\$19,656.60
1	ZSG-Stump Grinder			\$14,250.00
	DELIVERY April 2024	Total Equipment Price		\$204,799.55
	• MUST HAVE UNLOADING CAPABILITIES			
	Freight for Trackless		\$1,700.00	
		Freight for Attachments	\$2,500.00	
		Your Price as Equipped		\$208,899.55

Delivery:
F.O.B.

If you wish to proceed with the quote provided, please sign and return.

Authorized Signature: _____

Thank you for considering **Bell Equipment Company** for your equipment needs.

Michael Cleary

Cell: 616-916-4044

Prices are as of this date. Buyer should confirm pricing after 30 days.

Charlevoix City Council

Consent Agenda

Title: Purchase of a New Leaf Vac Machine for \$96,483

Date: April 1, 2024

Presented By:

Background:

In the approved 2024/25 budget, we have allocated funds for the purchase of a new leaf vac machine. This leaf vac is the main piece of equipment that we use to pick up leaves, grass clipping and general yard waste from spring to fall. Our current leaf vac has become extremely expensive to operate and maintain and has become very unreliable. Our current unit will be traded in to Bell Equipment upon the delivery of our new unit. The estimated trade in value for our unit is around \$35,000. Unfortunately, due to supply chain issues, the new leaf vac will not be delivered until late fall, if ordered this spring.

The price for the new leaf vac is also through the MIDEAL Program (see attached quote), which typically saves between 2 and 5 percent on this type of machinery. The money for this purchase comes from the Motor Pool Fund, and the amount quoted is within our budgeted amount.

Recommendation:

Motion to approve the purchase of a new leaf vac from Bell Equipment for a total of \$96,483.

Attachments:

1. HPD_240320073105



QUOTE #0164742

Company: City of Charlevoix

Delivery:
F.O.B.

Authorized Signature: _____

Michael Cleary

Prices are as of this date. Buyer should confirm pricing after 30 days.



Michael Cleary
78 Northpointe Drive
Lake Orion, Michigan
48359
Cell: 616-916-4044
Email:
mcleary@bellequip.com

STANDARD EQUIPMENT

TITAN PRO PLUS BASE MODEL STANDARD FEATURES

- *ELECTRIC TRAILER BRAKES WITH BREAK AWAY SYSTEM
- *7000 LB SINGLE AXLE AND RUNNING GEAR
- *DOT COMPLIANT LED LIGHTING AND MARKINGS
- *TELESCOPING TONGUE WITH 7 POSITIONS SPANNING 36"
- *ADJUSTABLE PINTLE HITCH RATED AT TRAILER CAPACITY
- *HYDRAULIC TRAILER JACK
- *74 HP TIER IV KUBOTA DIESEL ENGINE
- *MAGNETIC PRESCREENS ON ENGINE FOR ADDED FILTRATION
- *50 GALLON ALUMINUM FUEL TANK WITH SIGHT GAUGE
- *30" DIAMETER BELT DRIVEN IMPELLER WITH 6 BLADES OF AR400
- *BLOWER HOUSING LINER
- *DISCHARGE ELBOW LINER
- *5 GROOVE BELT AND SHEAVE SYSTEM FOR OPTIMUM PERFORMANCE
- *11-1/2" CLUTCH TO FIT SAE #3 ENGINE HOUSING
- *RIGID DISCHARGE TUBE WITH 4' HD RUBBER ADAPTOR HOSE
- *CLEAR URETHANE COLLECTION HOSE. (.06" WALL)
- *PROPORTIONALLY CONTROLLED THREE AXIS COLLECTION BOOM
- *UNDER SLUNG COLLECTION BOOM
- *OPERATORS PLATFORM WITH RIDE ON SEAT
- *ENGINE CONTROLS WITH E-STOP AND DIAGNOSTICS
- *HALL EFFECT JOYSTICK (IP67 RATED)
- *SPRING CUSHIONED OPERATORS SEAT W/ WEIGHT ADJUSTMENT AND SEATBELT
- *FUEL SENDING UNIT
- *WHEEL CHOCKS
- *YELLOW FLASHERS
- *FIRE EXTINGUISHER

Delivery:
F.O.B.

If you wish to proceed with the quote provided, please sign and return.

Authorized Signature: _____

*Thank you for considering **Bell Equipment Company** for your equipment needs.*

Michael Cleary
Cell: 616-916-4044

Prices are as of this date. Buyer should confirm pricing after 30 days.

Charlevoix City Council

Consent Agenda

Title: Charlevoix Public School Sewer Maintenance Renewal Agreement

Date: April 1, 2024

Presented By:

Background:

Since 2000, the City has had a sewer maintenance agreement with Charlevoix Public Schools. Recently, the agreement expired which allowed the City to update the inspection charges to reflect the City's actual costs. The school has already approved the agreement.

Recommendation:

Motion to authorize the Mayor and Clerk to sign the sewer maintenance renewal agreement as presented.

Attachments:

1. Charlevoix Public School Sewer Maintenance

SEWER MAINTENANCE AGREEMENT

BACKGROUND

The Charlevoix Public Schools, a Michigan general powers school district organized and operating under the provisions of the revised school code, as amended, whose address is 104 East St. Mary's Drive, Charlevoix, Michigan 49720 (the School) owns a sewer line and pump station (collectively, the sewer improvements) as described in the Agreement for Sanitary Sewer Improvements and related attachments and which is dated on or about November 4, 2002. The City of Charlevoix, a Michigan municipal corporation operating under the home rule cities act, whose address is 210 State Street, Charlevoix, Michigan 49720 (the City), is one of the parties to the Agreement for Sanitary Sewer Improvements. The School has asked the City to maintain the pump station and to consider performing other maintenance or repairs on the sewer improvements as may be required from time to time. The City is willing to assist the School. Accordingly, this Agreement is intended to describe the rights and obligations of the parties.

AGREEMENT

The parties agree as follows:

1. Pump Station Inspection. The City will inspect the pump station on the same schedule that it inspects its city-owned pump stations. It is anticipated that there will be two inspections per week. If an inspection reveals that maintenance or repairs are needed, then the City will so advise the school within seven working days. Emergency repairs will be made possible, with the school being notified in a timely fashion.
2. Inspection Charges. The School will pay the City an annual inspection fee of \$6,685.73 which is payable upon the execution of this Agreement. The annual inspection fee assumes that there will be a maximum of 104 inspections. The City agrees to include a maximum of six (6) call-in inspections for any unforeseen problems that arise with the lift station after normal business hours. If the School asks the City to perform in excess of 104 inspections in a year, then there will be a charge of \$52 for each inspection in excess of the 104 inspections. A year shall be measured from the effective date of this Agreement.
3. Annual Inflation Adjustments On January 1st of each year following commencement of the agreement in each year during the term of this agreement and any renewal periods hereof, the basic yearly service fee set forth in the foregoing paragraph shall be increased for the ensuing year based on the direct percentage of the Wastewater Treatment Plant (B) operator's hourly negotiated wages with the City of Charlevoix. In no event shall the yearly service fee be less than the prior years' service fee.
4. Maintenance and Repair. The City shall perform such other repair and maintenance on the sewer improvements as the City would perform on its similar city-owned sewer lines or pump stations. Such work shall be done on a time and material basis. "Time" shall be calculated using the hourly rate paid by the City to its employee to perform such work on the sewer improvements plus 78% of the employee's applicable hourly rate for fringe benefits. "Materials" shall be calculated using the cost of any materials purchased by the City for use on the sewer improvements or equipment rental used by the City plus 20% for City overhead. Payment shall be due 30 days after being billed.
5. Term. This Agreement shall be for five (5) years and may be extended or revised in writing upon the mutual consent of the parties.
6. Governmental Immunity. Nothing in this Agreement alters the liability of either party to one another or to third parties for torts as provided by law.

- 7. Settlement Agreement and Consent Judgment. This Sewer Maintenance Agreement shall be interpreted consistent with the consent judgment entered in Charlevoix County Circuit Court File No. 02-1388-19-CE and associated settlement agreement.
- 8. Effective Date. The effective date of this Agreement shall be January 1, 2024 even if this Agreement is signed before or after that date.

In recognition of this Agreement, this document has been signed by authorized representatives of the parties.

CHARLEVOIX PUBLIC SCHOOLS

Date: 18 March 2024

DocuSigned by:
Mike Ritter
By: _____
3DA0F439DB15476
Michael Ritter
Its: Superintendent of Schools

CITY OF CHARLEVOIX

Date: _____

By: _____
Lyle Gennett
Its: Mayor

Date: _____

By: _____
Sarah J. Dvoracek
Its: City Clerk

Charlevoix City Council

Consent Agenda

Title: Transformer Purchase for \$35,245

Date: April 1, 2024

Presented By:

Background:

The Electric Department transformer inventory is not adequate to support ongoing system maintenance, improvements, and expansion. To address this issue, bids will be requested as appropriate for projects and maintenance. The immediate need to order two transformers to replace two severely corroded pad mounted, three phase units. Bids were received from Power Line Supply, Irby, and RESCO. The bid tabulation is attached with RESCO, Madison, Wisconsin, providing the lowest responsive bid.

Recommendation:

Motion to approve the bid from RESCO for two 150 kVA pad mounted transformers in the amount of \$35,245 with an estimated delivery of 24 to 28 weeks.

Attachments:

1. RESCO Two 150 kVA
2. Transformer Bid Tab 04.01.2024

CUSTOMER COPY

QUOTE #718694-00
QUOTED DATE3/13/24

BILL TO:
RESCO
P.O. BOX 44430

SHIP TO:
CHARLEVOIX ELEC UTILITY
401 WEST CARPENTER

MADISONWI53744

CHARLEVOIXMI49720

DESCRIPTION	PRODUCT NUMBER	QTY	UNIT PRICE	EXT PRICE
-------------	----------------	-----	------------	-----------

TRANSFORMER LOSS DATA IS BASED ON ANSI C57.12.00:
LOSS GRT: AVE VOLT% : 100
NL TEMP BASIS: 85 LL TEMP BASIS: 85
FOB DESTINATION FREIGHT PREPAID AND ALLOWED
*QUOTED PER RFQ AND CITY OF CHARLEVOIX ELECTRIC
DEPARTMENT 75 KVA PM THREE PHASE PADMOUNT
TRANSFORMER SPECIFICATION
-REFERENCE II.K: ERMCO WILL PROVIDE ALUMINUM COIL
WINDINGS.
-REFERENCE II.N:PLEASE SEE THE ATTACHED DRAWING
FOR DIMENSIONS ERMCO WILL PROVIDE.
-REFERENCE V.F.1: ERMCO WILL PROVIDE A BOLT-ON
STYLE COVER FOR ACCESS TO INTERNAL COMPONENTS.
-REFERENCE IV.A.3; V.D: ERMCO WILL PROVIDE
ANSI STANDARD PARKING STANDS IN LIEU OF SCREW
DOWN TYPE.

PRICES ARE GOOD FOR RECEIPT OF AN ORDER WITHIN 30
DAYS FROM 03/14/24 BUT SUBJECT TO REVIEW AT TIME
OF SHIPMENT.

ITEM 1
ERMCO 3 PHASE PAD TRANSFORMER 3PH-PAD
ITEM# : 1.00
NL= 277 LL= 1540
OPTIONS BEGIN.....
ERMCO ERMCO STD 3PH TRANSFORMER
0150 150 KVA
G GRDY
001G 12470GY/7200 95 BIL
S 2H H0 BUSHING W/GRD STRAP
001 NO TAPS
N NO TAP CHANGER SELECTED
127 480Y/277 LH
S6 ANSI SPECIFIC K DIM=6.5
L LOOP FEED
000 GENERIC STD FIXED STUD WELL
G15 STD INSERT SYSTEM SELECT
000 ELBOW ARRESTERS NOT SELECTED
000 NO INS. STANDOFF BUSHING SELECTED
000 NO INS. PROTECTIVE CAP SELECTED
S STAGGERED LV BUSHING ARRANGEMENT
000 ERMCO STD STUD LV BUSHINGS

1 \$ 17,180.00/each
Pricing subject to change
at time of shipment.
Pricing is not firm.
Estimated shipping is
late 3rd quarter of 2024.

CUSTOMER COPY

QUOTE # 718694-00
QUOTED DATE 3/13/24BILL TO:
RESCO
P.O. BOX 44430SHIP TO:
CHARLEVOIX ELEC UTILITY
401 WEST CARPENTER

MADISON

WI53744

CHARLEVOIX

MI49720

DESCRIPTION	PRODUCT NUMBER	QTY	UNIT PRICE	EXT PRICE
600	6 HOLE NEMA SPADES			
1	LV BUSHING SUPPORTS REQUIRED			
E58	DUAL SENSING BAYO & LINK (GENERIC)			
A00	STD ISOLATION LINK BY CONFIGURATOR			
F	GENERIC FLAPPER BAYONET HOLDER			
000	MILD STEEL TANK & BASE			
000	MILD STEEL CABINET & SILL			
0	STD CABINET PARTITION			
1	GREEN W/2" BLACK POLYMER UNDERCOAT			
0	STANDARD HARDWARE.			
12	STAINLESS STEEL PENTABOLT			
1	#10-1 1-WAY TIN PLATED 19-01			
0	GROUND BOSS IN PRIMARY & SECONDARY			
00	STANDARD AIR SPACE			
N1	IFD AND .25 PLUG ON FRONT PANEL			
7	HJ DV1004-002 1" DRAIN W/ 1/2"SAMP			
P	DRAIN IN PRIMARY COMPARTMENT			
0	1"NPT FILL PLUG			
Z	SEC ERMCO STD LIQUID LEVEL GAUGE			
Z	ERMCO STD VACUUM GAGE			
Z	ERMCO STD TEMPERATURE GAGE			
21	1 TWO POS. 38KV ERMCO STD LBOR			
0	STD TX OIL			
A	STANDARD TWO NAMEPLATES			
SY	STENCIL KVA YELLOW			
00	DOES NOT REQUIRE PCB DECAL.			
11	DANGER "MR.OUCH" GENERIC (3-52-02)			
02	WARNING "MR OUCH" GENERIC(3-52-01)			
ST	STENCIL PRIMARY VOLTAGE			
ST	STENCIL SECONDARY VOLTAGE			
00	STD ERMCO "E" LOGO DECAL (3-8-151)			
0	STANDARD PALLET			
N	NO SPECIAL TEST NEEDED			
OPTIONS END.....				

ITEM 2
ERMCO 3 PHASE PAD TRANSFORMER 3PH-PAD
ITEM# : 2.00
NL= 263 LL= 1597
OPTIONS BEGIN.....
ERMCO ERMCO STD 3PH TRANSFORMER
0150 150 KVA
G GRDY

1 \$ 18,065.00/each
Pricing subject to
change at time of
shipment. Pricing is
not firm. Estimated
shipping is late 3rd
quarter of 2024.

CUSTOMER COPY

QUOTE # 718694-00
QUOTED DATE 3/13/24BILL TO:
RESCO
P.O. BOX 44430SHIP TO:
CHARLEVOIX ELEC UTILITY
401 WEST CARPENTER

MADISON

WI53744

CHARLEVOIX

MI49720

DESCRIPTION	PRODUCT NUMBER	QTY	UNIT PRICE	EXT PRICE
001G	12470GY/7200 95 BIL			
S	2H H0 BUSHING W/GRD STRAP			
001	NO TAPS			
N	NO TAP CHANGER SELECTED			
112	208Y/120 LH			
S6	ANSI SPECIFIC K DIM=6.5			
L	LOOP FEED			
000	GENERIC STD FIXED STUD WELL			
G15	STD INSERT SYSTEM SELECT			
000	ELBOW ARRESTERS NOT SELECTED			
000	NO INS. STANDOFF BUSHING SELECTED			
000	NO INS. PROTECTIVE CAP SELECTED			
S	STAGGERED LV BUSHING ARRANGEMENT			
000	ERMCO STD STUD LV BUSHINGS			
600	6 HOLE NEMA SPADES			
1	LV BUSHING SUPPORTS REQUIRED			
E58	DUAL SENSING BAYO & LINK (GENERIC)			
A00	STD ISOLATION LINK BY CONFIGURATOR			
F	GENERIC FLAPPER BAYONET HOLDER			
000	MILD STEEL TANK & BASE			
000	MILD STEEL CABINET & SILL			
0	STD CABINET PARTITION			
1	GREEN W/2" BLACK POLYMER UNDERCOAT			
0	STANDARD HARDWARE.			
12	STAINLESS STEEL PENTABOLT			
1	#10-1 1-WAY TIN PLATED 19-01			
0	GROUND BOSS IN PRIMARY & SECONDARY			
00	STANDARD AIR SPACE			
N1	IFD AND .25 PLUG ON FRONT PANEL			
7	HJ DV1004-002 1" DRAIN W/ 1/2"SAMP			
P	DRAIN IN PRIMARY COMPARTMENT			
0	1"NPT FILL PLUG			
Z	SEC ERMCO STD LIQUID LEVEL GAUGE			
Z	ERMCO STD VACUUM GAGE			
Z	ERMCO STD TEMPERATURE GAGE			
21	1 TWO POS. 38KV ERMCO STD LBOR			
0	STD TX OIL			
A	STANDARD TWO NAMEPLATES			
SY	STENCIL KVA YELLOW			
00	DOES NOT REQUIRE PCB DECAL.			
11	DANGER "MR.OUCH" GENERIC (3-52-02)			
02	WARNING "MR OUCH" GENERIC(3-52-01)			
ST	STENCIL PRIMARY VOLTAGE			
ST	STENCIL SECONDARY VOLTAGE			
00	STD ERMCO "E" LOGO DECAL (3-8-151)			

CUSTOMER COPY

QUOTE # 718694-00
QUOTED DATE 3/13/24BILL TO:
RESCO
P.O. BOX 44430SHIP TO:
CHARLEVOIX ELEC UTILITY
401 WEST CARPENTER

MADISON

WI53744

CHARLEVOIX

MI49720

<u>DESCRIPTION</u>	<u>PRODUCT NUMBER</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXT PRICE</u>
0 STANDARD PALLET				
N NO SPECIAL TEST NEEDED				
OPTIONS END.....				

SHIP COVERED VAN

100% CTR W/ SHIPMENT

24 HOUR NOTICE

City of Charlevoix
Electric Department
Replacement Transformers

Bidder	150 kVA ¹	Delivery	150 kVA ²	Delivery	Freight	Total Cost	Comments
Power Line Supply	\$ 25,255	52	\$ 23,302	52	\$ -	\$ 48,557	Howard Industries
Power Line Supply	\$ 25,450	20	\$ 25,450	20	\$ -	\$ 50,900	Midwest - remanufactured unit
Irby	\$ 29,022	34	\$ 28,505	34	\$ -	\$ 57,527	SETI
Irby	\$ 24,330	52 - 72	\$ 22,448	52 - 72	\$ -	\$ 46,778	Howard Industries
RESCO	\$ 18,065	24 - 28	\$ 17,180	24 - 28	\$ -	\$ 35,245	ERMCO

Notes

1. 208Y/120 secondary voltage
2. 480Y/277 secondary voltage

Charlevoix City Council

Public Hearings and Actions Requiring Public Hearings

Title: Zoning Ordinance Amendments

Date: April 1, 2024

Presented By: Jonathan Scheel, Zoning Administrator

Background:

At the last Council meeting, Council Member Cole was absent, therefore no decision could be made because ordinance amendments require the entire Council be present.

The Planning Commission has been revisiting the current Zoning Ordinance, aligning it with the Master Plan, incentivizing housing, cleaning up contradictions and mistakes. Recently, the City Council approved many changes to the R-1 and R-2 Residential Districts, allowing for more housing. These proposed ordinance changes continue with residential uses, including accessory buildings and many of the expected ordinance language that goes with those uses. Many of the changes are to make the ordinance more user-friendly by having all related content in one place rather than many areas of the ordinance.

Recommendation:

Motion to approve Ordinance 848 of 2024 as presented.

Attachments:

1. Red Lined Ordinance Changes
2. 848 of 2024 Zoning Ordinance Amendment

Proposed Zoning Ordinance Amendments

March 4, 2024

§ 153.101 CENTRAL BUSINESS DISTRICT OVERLAY DISTRICT.

(A) *Purpose.* To create a vibrant downtown district fronting Bridge Street consisting of primarily retail and food service businesses that enhance the city's economy by defining specific uses intended to increase consumer traffic.

(B) *Applicability.* This overlay district shall include all **street level areas of** buildings with store entrances facing Bridge Street from Antrim Street north to the Pine River Channel.

(C) *Permitted uses.*

(4) **Small single building hotel, and universities**

~~—(4) Beauty salons and barber shops as the primary use. Secondary uses may include tanning beds, pedicure or manicure services in the same location.~~

(5) Professional offices and residential units are not permitted on the street level.

(E) Outdoor displays and merchandise. Merchandise or similar goods, and associated displays shall not be permitted on the exterior buildings, entryways or sidewalks, except during **City sponsored** official sidewalk sales.

(Prior Code, § 5.41)

§ 153.116 ACCESSORY BUILDINGS AND USES.

(A) Accessory buildings and structures.

(2) Where an accessory building is attached to the principal building, it shall be considered part of the principal building for purposes of determining setback dimensions and building height. **The accessory structure cannot be more than two feet closer to the front yard setback than the principal structure.** If, however, the attached accessory building is connected to the principal building by a roofed porch, breezeway or similar covered structure, it shall not exceed 16 feet in height, shall not be closer than 20 feet to the rear lot line, and meet the front and side yard setback requirements of that zone district.

(3) In the R1 and R2 Residential Districts, if the principal building has an attached accessory building, only one detached accessory building shall be permitted, **meeting (5) (a) and (b) of this section.**

(4) Lots in the R1 and R2 Residential Districts shall be permitted to have a secondary detached accessory building, such as a storage shed. Secondary accessory buildings shall meet all the requirements of this section and not exceed 200 square feet in area.

(5) Building size and massing. Accessory buildings and structures shall meet the following requirements and Diagram A:

(b) The minimum distance between a principal building and detached accessory buildings shall be ~~ten~~ five feet (Diagram A:3), and meet all building code requirements. ~~a minimum of ten feet shall be provided between the sides of adjacent single-family buildings and and/or accessory structures.~~

(6) Detached accessory buildings and structures shall meet the following minimum setbacks.

(a) Rear yard: six feet from a rear lot line. ~~Detached a~~ Accessory structures that store vehicles adjacent to alleys or sidewalks shall not be closer than ~~15~~ 20 feet from the edge of the alley or sidewalk surface.

(b) Side yards: an accessory building shall conform to the side yard ~~and street side yard~~ setback requirements of the principal building.

(7) Design standards. The following standards shall apply to buildings larger than 200 square feet:

~~(b)~~ The location and design maintains a compatible relationship to adjacent properties and does not significantly impact the privacy, light, air, or parking of adjacent properties.

~~(b c)~~ The structure shall be designed so that the appearance maintains that of ~~a the principle single-family~~ dwelling. In determining whether a structure is so designed, the structure shall meet the following requirements and Diagram C:

1. Buildings with a flat roof shall have a cornice expression line. A pitched (sloped) roof shall be compatible with the architecture of the ~~main~~ principal building (1).

6. A permanent foundation is required.

7. Any exterior staircases that provide access to a second floor shall not be on the front of either the principal dwelling or the accessory building.

8. Windows that impact the privacy of the neighboring side or rear yards have been minimized or screened.

~~(c d)~~ Driveways, see § 153.189 (G).

~~(d e)~~ Design standards do not apply to ~~single family~~ residences that may be built in the General Commercial (GC), Professional Office (PO) and Commercial Mixed Use (CM) Districts on lots fronting U.S. 31 (Bridge Street and Michigan Avenue) and M-66. (See § 153.170 Building Appearance).

~~-8- Detached accessory structures shall not exceed 16 feet in height. See § 153.005 Definitions for the definition of building height.~~

8. That all parts of the structure ~~any walls~~ within the setback areas, comply with applicable building and fire codes.

(B) Accessory Dwelling Units (ADUs).

(1) All of the requirements of Division (A), above apply in addition to the ADU-specific requirements of this section ~~with the exception of 153.116 (9) (a)(b)(c).~~

(7) The maximum lot coverage for parcels with an ADU may be increased to a maximum of 50% when stormwater runoff equivalent to 20% of the lot coverage area is collected in rain barrels, rain gardens, or is mitigated via porous concrete or other materials on the parcel and shown that any additional stormwater does not leave the property. See § 153.152.

§ 153.117 RESIDENTIAL USES.

(A) *Dwellings, Single-family attached or detached (outside mobile home communities)* All dwelling units located outside a licensed manufactured home community shall comply with the following.

(7) A recreational vehicle, vehicle chassis or tent is not considered a dwelling ~~and is not to be used as a dwelling, temporary or long term.~~

(C) Accessory dwelling unit (ADU)

(1) ADUs are subject to all applicable regulations of the zoning district in which they are located unless otherwise expressly stated in this section. ADUs are considered an accessory building and shall fit within the standards of § ~~153.116~~(A) and (B) which covers both attached and detached ADUs. All ADUs are required to obtain a zoning permit prior to construction.

(3) At least one of the units on the parcel shall be occupied by a long-term renter or an owner with at least 50% interest in the subject property. The owner or renter shall occupy either the principal dwelling unit or the ADU as their permanent residence. An ADU shall not be sold independently of the primary dwelling on the parcel. ~~Short-term rentals of ADUs shall be prohibited.~~

~~(4) A permanent foundation is required.~~

~~(5) The maximum lot coverage for parcels with an ADU may be increased to a maximum of 50% when stormwater runoff equivalent to 20% is collected in rain barrels, rain gardens, or is mitigated via porous concrete or other materials on the parcel.~~

~~(6) Any exterior staircases that provide access to a second floor ADU shall not be on the front of either the principal dwelling or the ADU.~~

(4) *Dimensional requirement modifications.* Under some circumstances, certain dimensional requirements modifications may be granted by a special land use permit after a site plan review by the Planning Commission. Application for modifications may be applied for new construction or pre-existing structures built prior to 2019 that are located within the required setbacks of the district. In order to grant a special land use permit for any modifications, all of the following must be met:

~~(E) Home conversions. An existing detached single-family dwelling built prior to 2019 that is located within the required setbacks of the district may be converted to multiple permanent dwelling units subject to the following:~~

~~—(1) Lot area meets the minimum requirements for the district.~~

~~(2) The exterior appearance of the structure is not altered from its single-family character.~~

~~—(3) Parking meets the requirements of § 153.187.~~

~~—(4) Access to any second floor dwelling unit is provided from the interior of the structure.~~

~~—(5) The minimum square footage required for a studio or one-bedroom unit shall be 300 square feet.~~

~~—(6) The minimum square footage required for a two-bedroom unit shall be 450 square feet.~~

~~(7) All units have construction code-approved egress.~~

(F E) Single-family attached and single multiple-family buildings.

(1) Single-family attached buildings, **home conversions** and single multiple-family buildings are subject to all applicable regulations of the zoning district in which they are located unless otherwise expressly stated in this section.

(4) Parking is located in the rear or on the side of the building **and meets the requirements of § 153.187.**

(8) Access to any second-floor dwelling unit is provided from the interior of the structure.

(9) All units will have construction code-approved egress.

153.145 FENCES AND WALLS.

(A) All fences, walls and other similar structures shall be located on private property and must not obstruct the sight distance of motorists from driveways, roads and intersections. Fences or walls in all districts, except Industrial, shall not exceed six feet in height above grade when located in any portion of the rear or side yard. Fences located in the front yard are permitted; provided, they are open wrought iron, picket, split rail and similar decorative fences, have a maximum opacity of 50% and do not exceed **three feet 48 inches** above grade.

(F) Fences in the front yard shall have a minimum setback of 12 inches from the **front** property line.

§ 153.149 PROJECTIONS INTO REQUIRED YARDS.

~~(B)(1) An open, unenclosed and uncovered porch, patio, terrace, deck, balcony or window awning may project no further than ten feet into a required front yard; no further than 15 feet into a required rear yard; and shall not project into any required side yard.~~

~~(2)~~ In no case, shall a **porch, patio, terrace, deck, balcony or awning** be placed closer than five feet to any front or rear lot line with the exception of the CBD district where a porch, terrace, deck, balcony or awning may extend to the property line.

§ 153.151 SETBACK REQUIREMENTS.

(1) The required front setback shall apply to the principal and **secondary street side** front lot **line on a corner lot.**

(2) The required setback for the **secondary street** side front yard shall be the lesser of the required front setback or the established setback for the principal building on the abutting lot that faces the same street as the **secondary street** front lot line.

(3) The remaining setbacks shall be side setbacks.

~~(a) The required front setback shall apply to the principal front yard.~~

~~—(b) The required setback for the secondary front yard shall be the lesser of the required front setback or the established setback for the principal building on the abutting lot that faces the same street as the secondary front lot line.~~

~~—(c) 1. The remaining setbacks shall be a rear and a side setback.~~

~~——— 2. The rear setback shall be measured from the rear lot line, which in the case of a corner lot, shall be the lot line opposite the principal front lot line.~~

§153.152 LOT COVERAGE REQUIREMENTS.

(B) Use of materials such as gravel or stone, pavers and similar permeable surfaces shall not count ~~be~~ or calculated in lot coverage, however; the use of the afore mentioned permeable surfaces shall not exceed ~~60~~ 25% of the ~~lot area~~ requirements of Table 153.072 (b) Maximum Lot Coverage %.

~~-(C) Accessory buildings and structures refer to § 153.117(D).~~

153.158 RENTING OF RESIDENTIAL PROPERTIES.

Renting of residential properties, including, but not limited to, homes, condos, apartments, townhouses, and duplexes, as short or long term rentals, regardless of the underlying zoning district, shall comply with the following standards.

(A) Short and long-term renting of ~~part of~~, or entire residential structures is permitted in any zoning district providing all rentals comply with any applicable requirements of city ordinances. ~~Short-term rentals shall be regulated as provided in Chapter 114 of this code.~~

§ 153.189 OFF-STREET PARKING FACILITY DESIGN.

(A) Off-street parking location and setbacks.

2) *Front yard limitation.* In the CBD, GC, PO and CM Districts ~~and single multi-family buildings in the R1 or R2 Districts~~, the required front yard setback shall not be used for off-street parking, loading or unloading and shall remain open, unoccupied and unobstructed, except for landscaping or vehicle access drives.

(3) (a) Required off street parking facilities for residential dwellings shall be located on the same property as the premises they are intended to serve and shall consist of a driveway, a parking apron and/or a garage. ~~Parking for single multifamily structures shall be located at the rear or on the side of the building.~~

~~(b) Parking access shall be from the alley or front side where available, otherwise access may be from the front lot line.~~

**CITY OF CHARLEVOIX
ORDINANCE NO. 848**

AN ORDINANCE AMENDMENT TO AMEND TITLE XV LAND USAGE, CHAPTER 153: PLANNING AND ZONING: SECTIONS 153.101 CENTRAL BUSINESS DISTRICT OVERLAY DISTRICT; 153.116 ACCESSORY BUILDINGS AND USES; 153.117 RESIDENTIAL USES; 153.145 FENCES AND WALLS; 153.149 PROJECTIONS INTO REQUIRED YARDS; 153.151 SETBACK REQUIREMENTS; 153.152 LOT COVERAGE REQUIREMENTS; 153.158 RENTING OF RESIDENTIAL PROPERTIES; 153.189 OFF-STREET PARKING FACILITY DESIGN

THE CITY OF CHARLEVOIX ORDAINS:

Section 1: Title XV, Chapter 153, Section 153.101 Central Business District Overlay District subsections (B), (C) and (E) of the City of Charlevoix Code shall be repealed and replaced and shall read as follows:

(B) Applicability. This overlay district shall include all street level areas of buildings with store entrances facing Bridge Street from Antrim Street north to the Pine River Channel.

(C) Permitted uses.

- (1) Food and beverage services, including: grocery stores, restaurants, cafés (including internet cafes), coffee shops, bars, taverns, wine bars, breweries, bakeries, delicatessens, bistros and specialty shops;
- (2) Retail stores having a gross area of less than 5,000 square feet; (Appliance, furniture and similar stores selling large scale consumer products are not considered retail.)
- (3) Art galleries, frame shops, photography and art studios; and
- (4) Small single building hotel and universities
- (5) Professional offices and residential unit as not permitted on the street level

(E) Outdoor displays and merchandise. Merchandise or similar goods, and associated displays shall not be permitted on the exterior buildings, entryways or sidewalks, except during City sponsored official sidewalk sales.

Section 2: Title XV, Chapter 153, Section 153.116 Accessory Buildings and Uses subsections (A)2, (A)3, (A)5b, (A)5c, A(6)a, A(6)b, A(7) A(8) through A(11) of the City of Charlevoix Code shall be repealed and replaced and shall read as follows:

(A) Accessory buildings and structures.

A(2) Where an accessory building is attached to the principal building, it shall be considered part of the principal building for purposes of determining setback dimensions and building height. The accessory structure cannot be more than two feet closer to the front yard setback than the principal structure. If, however, the attached accessory building is connected to the principal building by a roofed porch, breezeway or similar covered structure, it shall not exceed 16 feet in height, shall not be closer than 20 feet to the rear lot line and shall meet the front and side yard setback requirements of that zone district.

A(3) In the R1 and R2 Residential Districts, if the principal building has an attached accessory buildings, only one detached accessory building shall be permitted, meeting (5) (a) and (b) of this section.

A(5)b The minimum distance between a principal buildings and detached accessory buildings shall be five feet (Diagram A:3), and meet all building code requirements.

A(6)a Rear yard: six feet from a rear lot line. Accessory structures that store vehicles adjacent to alleys or sidewalks shall not be closer than 20 feet from the edge of the alley or sidewalk surface.

A(6)b Side yards: an accessory building shall conform to the side yard and street side yard setback requirement of the principal building.

A(7) Design standards: The following standards shall apply to buildings larger than 200 square feet:

(a) Detached garages on corner lots shall face side streets. Detached garages on the corner side with driveways extending from the front street are prohibited. When an alley is available, access will come from the alley.

(b) The location and design maintain a compatible relationship to adjacent properties and does not significantly impact the privacy, light, air, or parking of adjacent properties.

(c) The structure shall be designed so that the appearance maintains that of the principle dwelling. In determining whether a structure is so designed, the structure shall meet the following requirements and Diagram C:

1. Buildings with a flat roof shall have a cornice expression line. A pitched (sloped) roof shall be compatible with the architecture of the principal building (1).

2. Transparency upper floor. Building facades facing streets shall have minimum 10% of the façade be glass between the finish floor line of the second story and bottom of the cornice expression line or bottom eave (2).
3. Transparency ground floor. Building facades facing streets shall have minimum 10% of the façade be glass between the adjacent grade and the finish floor line of the second story (3).
4. Window color and finish should complement the color and architectural style of the principal building (4).
5. Exterior finish should be constructed of similar materials as the principal building or traditional materials such as wood, wood lookalike, brick, or stone.
6. A permanent foundation is required.
7. Any exterior staircases that provide access to a second floor shall not be on the front of either the principal dwelling or the accessory building.
8. Windows that impact the privacy of the neighboring side or rear yards have been minimized or screened.

(d) Driveways, see § 153.189.

(e) Design standards do not apply to single family residences that may be built in the General Commercial (GC), Professional Office (PO) and Commercial Mixed Use (CM) Districts on lots fronting U.S. 31 (Bridge Street and Michigan Avenue) and M-66. (See § 153.170 Building Appearance).

(8) That all parts of the structure within the setbacks areas, comply with applicable building and fire codes.

(9) Prohibited uses within detached accessory structures or accessory structures connected by a breezeway or similar structure in all districts except the R1 and R2 Zones:

- (a) May not contain features that form a habitable dwelling unit or create a second dwelling unit;
- (b) These structures may contain utility sinks, one bathroom, and refrigeration units. Full kitchen facilities that include a range or stove are prohibited; and
- (c) Rooms within accessory structures may be used for additional sleeping quarters for the owner, or resident, and their immediate family provided that these rooms may not be rented out as short-or long-term rentals for any length of time.

(10) Stand-alone carports are prohibited in all zones. Carports attached to existing structures shall meet the requirements of this chapter. Tents, wall tents, garages in a box and similar enclosures are prohibited.

(11) Permanent greenhouses shall be considered an accessory structure and meet the requirements of this section.

Section 3: Title XV, Chapter 153, Section 153.116 Accessory Buildings and Uses subsection B(1), B(7) Accessory Dwelling Units (ADUs) of the City of Charlevoix Code shall be repealed and replaced and shall read as follows:

B(1) All of the requirements of Division (A), above apply in addition to the ADU-specific requirements of this section with the exception of 153.116 (9) (a), (b), and (c).

B(7) The maximum lot coverage for parcels with an ADU may be increased to a maximum of 50% when stormwater runoff equivalent to 20% of the lot coverage area is collected in rain barrels, rain gardens, or is mitigated via porous concrete or other materials on the parcel and shown that any additional stormwater does not leave the property. See § 153.152.

Section 4: Title XV, Chapter 153, Section 153.117 Residential Uses Subsection A(7) of the City of Charlevoix Code shall be repealed and replaced and shall read as follows:

A(7) A recreational vehicle, vehicle chassis or tent is not considered a dwelling and is not to be used as a dwelling, temporary or long term.

Section 5: Title XV, Chapter 153, Section 153.117 Residential Uses Subsection C. Accessory dwelling unit of the City of Charlevoix Code shall be repealed and replaced and shall read as follows:

C. Accessory dwelling unit (ADU).

- (1) ADUs are subject to all applicable regulations of the zoning district in which they are located unless otherwise expressly stated in this section. ADUs are considered an accessory building and shall fit within the standards of § 153.116(A) and (B) which covers both attached and detached ADUs. All ADUs are required to obtain a zoning permit prior to construction.
- (2) In districts that allow ADUs, they may be allowed on any legal parcel of record as of January 1, 2019, and there shall be an existing principal residential use on the parcel.
- (3) At least one of the units on the parcel shall be occupied by a long-term renter or an owner with at least 50% interest in the subject property. The owner or renter shall occupy either the principal dwelling unit or the ADU as their permanent residence. An ADU shall not be sold independently of the primary dwelling on the parcel.
- (4) Dimensional requirement modifications. Under some circumstances, certain dimensional requirements modifications may be granted by a special land use permit after a site plan review by the Planning Commission. Application for modifications may be applied for new construction

or pre-existing structures built prior to 2019 that are located within the required setbacks of the district. In order to grant a special land use permit for any modifications, all of the following must be met:

- (a) That any walls within the setback areas comply with applicable building and fire codes.
- (b) That a setback requirement of a minimum of five feet from the side and rear property lines shall be required.
- (c) The location and design of the ADU maintains a compatible relationship to adjacent properties and does not significantly impact the privacy, light, air, or parking of adjacent properties.
- (d) Windows on the ADU that impact the privacy of the neighboring side or rear yards have been minimized or screened.

Section 6: Title XV, Chapter 153, Section 153.117 Residential Uses Subsections (E), (F) and (G) of the City of Charlevoix Code shall be repealed and replaced and shall read as follows:

- (E) Single-family attached and single multiple-family buildings.
 - (1) Single-family attached buildings home conversions and single multiple-family buildings are subject to all applicable regulations of the zoning district in which they are located unless otherwise expressly stated in this section.
 - (2) The main entrance is located in the building façade of the principal frontage.
 - (3) A maximum of two entrances per building façade.
 - (4) Parking is located in the rear or on the side of the building and meets the requirements of § 153.187.
 - (5) Parking access is from the alley where available, otherwise access may be from the side or front lot line.
 - (6) The principal building façade shall have a minimum of 20% glazing (windows). There shall be a minimum of two six-square-foot windows per non-street facing building façade.
 - (7) Roofline/pitch, siding, other architectural elements maintain single family character.
 - (8) Access to any second-floor dwelling unit is provided from the interior of the structure.
 - (9) All units will have construction code-approved egress.
- (F) Short-term rentals. Short-term rentals shall be regulated as provided in Chapter 114 of this code.

Section 7: Title XV, Chapter 153, Section 153.145 Fences and Walls Subsections (A) and (F) of the City of Charlevoix Code shall be repealed and replaced and shall read as follows:

(A) All fences, walls and other similar structures shall be located on private property and must not obstruct the sight distance of motorists from driveways, roads and intersections. Fences or walls in all districts, except Industrial, shall not exceed six feet in height above grade when located in any portion of the rear or side yard. Fences located in the front yard are permitted; provided, they are open wrought iron, picket, split rail and similar decorative fences, have a maximum opacity of 50% and do not exceed 48 inches above grade.

(F) Fences in the front yard shall have a minimum setback of 12 inches from the front property line.

Section 8: Title XV, Chapter 153, Section 153.149 Projections into Required Yards Subsections (B)1 and (B)2 of the City of Charlevoix Code shall be repealed and replaced and shall read as follows:

(B)(1) A patio, terrace, deck, balcony or window awning may project no further than ten feet into a required front yard; no further than 15 feet into a required rear yard; and shall not project into any required side yard.

B(2) In no case, shall a patio, terrace, deck, balcony or awning be placed closer than five feet to any front or rear lot line with the exception of the CBD district where a porch, terrace, deck, balcony or awning may extend to the property line.

Section 9: Title XV, Chapter 153, Section 153.151 Setback Requirements Subsections (A) of the City of Charlevoix Code shall be repealed and replaced and shall read as follows:

(A) Front setback on corner lots. A corner lot shall have two front lot lines: a principal front lot line and a secondary front lot line which is considered a street side setback.

- (1) The required front setback shall apply to the principal and street side front lot line on a corner lot.
- (2) The required setback for the street side front yard shall be the lesser of the required front setback or the established setback for the principal building on the abutting lot that faces the same street as the street front lot line.
- (3) The remaining setbacks shall be side setbacks.

Section 10: Title XV, Chapter 153, Section 153.152 Lot Coverage Requirements Subsections (B) and (C) of the City of Charlevoix Code shall be repealed and replaced and shall read as follows:

(B) Use of materials such as gravel or stone, pavers and similar permeable surfaces shall not count or calculated in lot coverage, however; the use permeable surfaces shall not exceed 25% of the requirements of Table 153.072 (b) Maximum Lot Coverage %.

Section 11: Title XV, Chapter 153, Section 153.158 Renting of Residential Properties Subsections (A) of the City of Charlevoix Code shall be repealed and replaced and shall read as follows:

(A) Short and long-term renting of part of, or entire residential structures is permitted in any zoning district providing all rentals comply with any applicable requirements of city ordinances. Short-term rentals shall be regulated as provided in Chapter 114 of this code.

Section 12: Title XV, Chapter 153, Section 153.189 Off-Street Parking Facility Design Subsections (A)2 and (A)3 of the City of Charlevoix Code shall be repealed and replaced and shall read as follows:

A(2) Front yard limitation. In the CBD, GC, PO and CM Districts and single multi-family buildings in the R1 or R2 Districts, the required front yard setback shall not be used for off-street parking, loading, or unloading and shall remain open, unoccupied and unobstructed, except for landscaping or vehicle access drives.

A(3) Proximity. Required off street parking facilities for all uses, other than residential dwellings, shall be located on the same lot as the use, or within 300 feet of the building(s) or use they are intended to serve. Distance shall be measured from the nearest point of the building to the nearest point of the off-street parking lot.

(a) Required off street parking facilities for residential dwellings shall be located on the same property as the premises they are intended to serve and shall consist of a driveway, a parking apron and/or a garage. Parking for single multifamily structures shall be located at the rear or on the side of the building.

(b) In the CBD District, parking facilities shall be located within 600 feet of the building or use to be served. Distance shall be measured from the nearest point of the building to the nearest point of the off-street parking lot.

(c) Parking access shall be from the alley or front side where available, otherwise access may be from the front lot line.

SECTION 13. 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 14. Effective Date

This Ordinance shall become effective thirty (30) days after its enactment pursuant to the City Charter.

Ordinance No. 848 was adopted on the 18th day of March 2024 A.D., by the Charlevoix City Council as follows:

Motion by seconded by to approve Ordinance Amendment 848 of 2024 as presented.

Yeas:

Nays:

Absent:

State of Michigan } §

City of Charlevoix

Sarah J. Dvoracek

Clerk

Lyle Gennett

Mayor

Charlevoix City Council

All Other Actions and Requests

Title: The Fraternal Order of Police Labor Council Agreement, dated April 1, 2024 - March 31, 2028

Date: April 1, 2024

Presented By: Mark Heydlauff, City Manager

Background:

I am pleased to present a new contract with our police officers who work so hard to protect and serve our residents. The highlights of the new agreement include the following:

- A 3.5% cost of living adjustment in each year with the creation of a tiered wage scale
- A modification of the terms surrounding Venetian Festival pay
- Additional matching funds for the defined contribution retirement plan
- A revised schedule of longevity pay
- Consistent language with other employee groups for bereavement leave, sick leave, and insurance in the event of the death of an employee
- The addition of New Year's Eve as a holiday

I believe this is a very reasonable and appropriate agreement for our officers and recommend Council approve the agreement.

Recommendation:

Motion to approve the Fraternal Order of Police Labor Council Agreement dated April 1, 2024 - March 31, 2028 and authorize the City Manager and City Clerk sign the contract.

Attachments:

1. DRAFT FOPLC Agreement dated 04012024 - 03312028

A G R E E M E N T

between

City of Charlevoix

and

*The Fraternal Order of Police
Labor Council*

April 1, 2024 – March 31, 2028

TABLE OF CONTENTS		
PURPOSE AND INTENT		1
RECOGNITION		
Collective Bargaining Unit	Section 1.1	1
Union Activity	Section 1.2	1
UNION SECURITY AND CHECK OFF		
Union Membership & Check-Off of Union Dues	Section 2.1	1
MANAGEMENT RIGHTS	Section 3.1	3
GRIEVANCE PROCEDURE		
Grievance Definition	Section 4.1	4
Grievance Steps	Section 4.2	4
Arbitration Request	Section 4.3	4
Selection of Arbitrator	Section 4.4	4
Arbitrator's Powers	Section 4.5	5
Time Limitations	Section 4.6	5
DISCIPLINARY PROCEDURE		
Just Cause	Section 5.1	5
Forum Waiver	Section 5.2	6
NO STRIKE – NO LOCKOUT	Section 6.1	6
	Section 6.2	6
SENIORITY		
Seniority Definition	Section 7.1	6
Probationary Period	Section 7.2	6
Seniority List	Section 7.3	6
Loss of Seniority	Section 7.4	7
Layoff Procedure	Section 7.5	7
LEAVES OF ABSENCE		
Personal Leave of Absence	Section 8.1	7
Medical Leaves of Absence and Family and	Section 8.2	7
Medical Leaves of Absence		
Military Leave	Section 8.3	8
Bereavement Leave	Section 8.4	8
Seniority During Leaves of Absence	Section 8.5	9
Parental Leave	Section 8.6	9
Medical Coverage During Leaves of Absence	Section 8.7	9

SICK LEAVE AND SHORT-TERM AND LONG TERM DISABILITY PROGRAMS		
Sick Leave Credit	Section 9.1	9
Use of Accumulated Sick Leave Credits	Section 9.2	10
Sick Leave Eligibility	Section 9.3	11
Sick Leave Payout	Section 9.5	11
Pro-rata Sick Leave Allotment	Section 9.6	12
Short Term and Long Term Disability Programs	Section 9.7	12
PHYSICAL FITNESS		
Medical Examinations	Section 10.1	12
WORKWEEK		
Tour of Duty	Section 11.1	13
Overtime	Section 11.2	13
Call-in/Call-out	Section 11.3	14
Training and Travel	Section 11.4	14
Shift Assignment	Section 11.5	14
Shift Premium Pay	Section 11.6	15
CLASSIFICATIONS AND WAGES	Section 12.1	15
EMPLOYMENT CONDITIONS		
Personnel Policies and Procedures	Section 13.1	16
HOLIDAYS		
Recognized Holidays	Section 14.1	16
Holiday Eligibility	Section 14.2	16
Holiday Pay	Section 14.3	16
Holiday During Vacation	Section 14.4	17
Personal Leave	Section 14.5	17
VACATIONS		
Vacation Eligibility	Section 15.1	17
Vacation Scheduling	Section 15.2	18
Summer Vacations	Section 15.3	19
Vacation Accumulation	Section 15.4	19

MISCELLANEOUS		
Rules and Regulations	Section 16.1	19
Bulletin Board	Section 16.2	19
Health Insurance	Section 16.3	19
Life Insurance	Section 16.4	21
Pension Plans	Section 16.5	21
Uniforms	Section 16.6	21
Residence	Section 16.7	21
Captions	Section 16.8	22
Gender	Section 16.9	22
Agreement Copies	Section 16.10	22
Validity	Section 16.11	22
Waiver	Section 16.12	22
Liability Insurance – Civil/Criminal	Section 16.13	22
Drug Free Workplace	Section 16.14	23
Longevity	Section 16.15	28
Emergency Manager Act	Section 17.1	28
DURATION OF AGREEMENT		
Termination	Section 18.1	28
APPENDIX A		
CLASSIFICATIONS AND WAGE RATES		1
APPENDIX B		
Family and Medical Leave Act (FMLA)		2 - 9

I N D E X

Subject	Section	Page
Agreement Copies	16.10	22
Arbitration Request	4.3	4
Arbitrator's Powers	4.5	5
Bereavement Leave	8.4	8
Bulletin Board	16.2	19
Call-in/Call-out	11.3	14
CLASSIFICATION AND WAGES		15
Classifications and Wages	12.1	15
Collective Bargaining Unit	1.1	1
Captions	16.8	22
DISCIPLINARY PROCEDURE		5
Drug Free Workplace	16.14	23
Drug Free Workplace – Employee Testing	16.14(e)(3)	24
Drug Free Workplace – Enforcement of Policy	16.14(e)	24
Drug Free Workplace – Policy Administration	16.14(h)	27
Drug Free Workplace – Policy Application	16.14(b)	23
Drug Free Workplace – Policy Statement	16.14(a)	23
Drug Free Workplace – Prohibited Conduct	16.14(d)	23
Drug Free Workplace – Prohibited Substances	16.14(c)	23
Drug Free Workplace – Violations of Policy	16.14(f)	26
Drug Free Workplace – Voluntary Assistance	16.14(g)	26
DURATION OF AGREEMENT		28
Emergency Manager Act	17.1	28
EMPLOYMENT CONDITIONS		16
Forum Waiver	5.2	6
Gender	16.9	22
Grievance Definition	4.1	4
GRIEVANCE PROCEDURE		4
Grievance Steps	4.2	4
Health Insurance	16.3	19
Health Insurance – Monthly Premiums	16.3(a)	19
Health Insurance – Opt-Out Reimbursement	16.3(d)	21
Health Insurance – Plans and Benefits	16.3(b)	20
Health Insurance – Section 125 Plan	16.3(c)	21
Holiday During Vacation	14.4	17
Holiday Eligibility	14.2	16
Holiday Pay	14.3	16
HOLIDAYS		16
Just Cause	5.1	5
Layoff Procedure	7.5	7
LEAVES OF ABSENCE		7
Liability Insurance – Civil/Criminal	16.13	22

Subject	Section	Page
Life Insurance	16.4	21
Longevity	16.15	28
Loss of Seniority	7.4	7
MANAGEMENT RIGHTS		3
Managements Rights	3.1	3
Medical Examinations	10.1	12
Medical Coverage During Leaves of Absence	8.7	9
Medical Leaves of Absence and Family and Medical Leaves of Absence	8.2	7
Military Leave	8.3	8
MISCELLANEOUS		19
NO STRIKE – NO LOCKOUT	6.1 & 6.2	6
Overtime	11.2	13
Parental Leave	8.6	9
Pension Plans	16.5	21
Personal Leave	14.5	17
Personal Leave of Absence	8.1	7
Personnel Policies and Procedures	13.1	16
PHYSICAL FITNESS		12
Probationary Period	7.2	6
Pro-rata Sick Leave Allotment	9.6	12
PURPOSE AND INTENT		1
RECOGNITION		1
Recognized Holidays	14.1	16
Residence	16.7	21
Rules and Regulations	16.1	19
Selection of Arbitrator	4.4	4
SENIORITY		6
Seniority Definition	7.1	6
Seniority List	7.3	6
Seniority During Leaves of Absence	8.5	9
Shift Assignment	11.5	14
Shift Premium Pay	11.6	15
Short-Term and Long-Term Disability Programs	9.7	12
SICK LEAVE AND SHORT-TERM AND LONG-TERM DISABILITY PROGRAMS		9
Sick Leave Credit	9.1	9
Sick Leave Eligibility	9.3	11
Sick Leave Pay Out	9.5	11
Summer Vacations	15.3	19
Termination	18.1	28
Time Limitations	4.6	5
Tour of Duty	11.1	13
Training and Travel	11.4	14

Subject	Section	Page
Uniforms	16.6	21
Union Activity	1.2	1
Union Membership and Check-Off of Union Dues	2.1	1
UNION SECURITY AND CHECK OFF		1
Use of Accumulated Sick Leave Credits	9.2	10
Vacation Accumulation	15.4	19
Vacation Eligibility	15.1	17
VACATIONS		17
Vacation Scheduling	15.2	18
Validity	16.11	22
Waiver	16.12	22
WORKWEEK		13
APPENDIX A – CLASSIFICATIONS AND WAGE RATES	Appendix A	1
APPENDIX A – FAMILY AND MEDICAL LEAVES OF ACT (FMLA)	Appendix B	2 - 9

AGREEMENT

This AGREEMENT entered into this 1st day of April 2024, by and between the CITY OF CHARLEVOIX, hereinafter referred to as the City, and THE FRATERNAL ORDER OF POLICE LABOR COUNCIL hereinafter referred to as the Union.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours, and working conditions that will prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the City, 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 City, 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.

RECOGNITION

Section 1.1. Collective Bargaining Unit. Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the City recognizes the Union as the sole and exclusive collective bargaining agent for all of its full-time police officers with respect to wages, hours, and other conditions of employment, excluding the Police Chief and Deputy Police Chief.

Section 1.2. Union Activity. The Union agrees that, except as specifically provided for in the terms and provisions of this Agreement, employees will not be permitted to engage in Union activity during working hours or on City premises. Duly elected members of the Union may process grievances, meet with grievants and be involved in negotiations with the employer while on duty without loss of pay.

UNION SECURITY AND CHECK OFF

Section 2.1. Union Membership and Check-Off of Union Dues. To the extent the laws of the State of Michigan permit, it is agreed that:

- 1) The current or future employment of bargaining unit employees is not contingent upon membership in the Union or the payment of union dues or fees.
- 2) The Employer agrees to make Union payroll deductions once each month from the pay of the employees who have authorized that such deductions be made as set forth in Subsection 4 and 5.
- 3) As soon as practicable following the decision to hire a new employee into the bargaining unit, the Employer shall notify the Union of newly-hired bargaining unit employees and provide the Union an opportunity following the onboarding process to meet with newly-hired bargaining unit employees to discuss the employees' options with respect to becoming or not becoming a member of the Union.

- 4) Each employee who becomes a member of the Union after June 27, 2018, must sign the Union's Application for Union Membership and Authorized Dues Deduction Card, and shall do so with the understanding that the dues authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer of for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written notice to the Employer and the Union at least sixty (60) days, but not more than ninety (90) days before any periodic renewal date of this authorization and assignment of the employee's desire to revoke same. Such authorization and assignment is voluntary and not conditioned upon present or future membership in the Union.
- 5) The Employer shall not make any Union payroll deductions from any employee without written authorization from the employee. In the case of an employee who becomes a member after June 27, 2018, written authorization must be in the form of a signed and completed Application for Union Membership and Authorized Dues Deduction Card, as well as any additional written authorization as the Employer may require. In the event the terms of the Employer's written authorization conflicts with the terms of the Union's Card, the terms of the Card shall be controlling. For an employee who became a member prior to June 27, 2018, the employer must have from the employee written authorization showing the employee's clear intent to participate in Union payroll deductions.
- 6) The Union will indemnify and save the City harmless from any liability that may arise out of the City's reliance upon any payroll deduction authorization cards presented to the City by the Union or by reason of the City's compliance with the provisions of this Section.
- 7) Employees may resign their Union membership at any time by notifying the Union, but may still be responsible for payroll deductions as set forth in Subsection 4.
- 8) Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.
- 9) The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.
- 10) If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).

- 11) The Union will indemnify and save the City harmless from any and all claims, demands, suits, or any other action arising from these Agency Shop provisions in the event it is determined under substantive law that said Agency Shop provisions are illegal. Further, such indemnification will apply to damages that are sustained as a result of procedural errors or because of reason or mistake of fact which were in the control of or responsibility of the Union.

MANAGEMENT RIGHTS

Section 3.1. 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 City'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 City.

b) The City will 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 will not be exercised in violation of any specific provision of this Agreement and, as such, they will 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 will 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 City are retained by the City and remain within the rights of the City.

GRIEVANCE PROCEDURE

Section 4.1. Grievance Definition. A grievance will be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement during the term of this Agreement.

Section 4.2. Grievance Steps. All grievances will be processed in the following manner:

Step 1. Verbal Procedure. An employee who has a complaint must submit the complaint orally to his/her immediate supervisor or designee within five (5) working days after the occurrence of the event upon which the complaint is based. The immediate supervisor or designee will give the employee an oral answer to the 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 Union, state the facts upon which it is based, when they occurred, specify the section of the contract which allegedly has been violated, and the remedy sought, and must be presented to the Chief within ten (10) working days after the occurrence of the event upon which it is based. The Chief will give a written answer to the Union within five (5) working days after receipt of the written grievance. If the answer is satisfactory, the Union will 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 Chief. If the answer is unsatisfactory, the Union will 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 Union will 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 designee will meet with the Union representatives, not to exceed two (2) employees, within seven (7) working days thereafter to discuss the grievance. A written Step 3 answer to the grievance will 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 will 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 Union may appeal the grievance to arbitration as set forth in Section 4.3.

Section 4.3. Arbitration Request. The Union may appeal the City's decision to arbitration on any grievance that is arbitrable by giving the City written notice of its desire to arbitrate within thirty (30) calendar days after receipt of the City's last answer.

Section 4.4. Selection of Arbitrator. If a timely request for arbitration is filed by the Union during the term of this Agreement, the parties will select by mutual agreement one (1) arbitrator who will decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator will be selected by each party alternately striking a name from a

panel of arbitrators obtained from the Michigan Employment Relations Commission. The remaining name will serve as the arbitrator, whose fees and expenses will be shared equally by the Union and the City. Each party will pay the expenses, wages, and any other compensation of its own non-employee witnesses and representatives.

Section 4.5. Arbitrator's Powers. The arbitrator's powers will be limited to the application and interpretation of this Agreement as written, and will be governed at all times wholly by the terms of this Agreement. The arbitrator will 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 City's inherent rights not specifically limited by the express terms of this Agreement. If the issue of arbitrability is raised, the arbitrator will only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision will be final and binding upon the Union, the City, and employees in the bargaining unit; provided, however, that either party may have its legal remedies if the arbitrator exceeds his/her jurisdiction as provided in this Agreement. Any award of the arbitrator will not be retroactive any earlier than the time the grievance was first submitted in writing.

Section 4.6. Time Limitations. The time limits established in this Grievance and Arbitration Procedure will be followed by the parties and employees. If the Union fails to present a grievance in time or advance it to the next step in a timely manner, the grievance will be considered settled. If the City fails to follow the time limits, the grievance will 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 will be excluded from the time periods specified in the Grievance and Arbitration Procedure.

DISCIPLINARY PROCEDURE

Section 5.1. Just Cause. The City agrees that all discipline will be for just cause. Minor offenses, those punishable by oral or written reprimands, will be treated with progressive discipline so that an employee will have the opportunity to correct his/her conduct. However, the Union acknowledges that police officers have a public duty to conduct themselves in a manner that will not bring discredit to the City or Department. Major offenses will be defined as any violation of any Department rule which carries a penalty of disciplinary suspension without pay or discharge for the first offense. Penalties for major offenses will be given in writing stating the infractions. Any employee who is to receive a disciplinary suspension or discharge may have his/her steward present. A grievance which involves a disciplinary suspension or discharge may be initiated at Step 3 of the Grievance Procedure. Written reprimands will not be used in determining disciplinary penalties after one (1) year, provided that the employee maintains a record free of similar infractions during such period.

Oral reprimands may have written documentation, but will be kept in a file separate from the employees' personnel file. They will be removed from the file after two (2) years, provided that the employee maintains a record free of similar infractions during such period.

Section 5.2. Forum Waiver. In consideration of the arbitration procedure provided herein, an employee who has his disciplinary grievance submitted to arbitration hereby waives, on behalf of him/herself and the Union, the right to participate in any other hearing provided by the City Charter, Civil Service, or Veteran's Preference. An employee or the Union who participates in any other proceeding, hereby waives the right to proceed to arbitration under this Agreement. The intent of this waiver is to avoid multiplicity of forums.

NO STRIKE - NO LOCKOUT

Section 6.1. 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 City agrees that during the same period there will be no lockouts.

Section 6.2. Individual employees or groups of employees who instigate aid or engage in a work stoppage, slowdown, or strike may be disciplined or discharged in the discretion of the City. However, it is understood and agreed that the question as to whether an employee's conduct is such as is prescribed by this Section may be processed under the Grievance Procedure starting at the Second Step, 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 7.1. Seniority Definition. Seniority will be defined as an employee's length of continuous full-time employment with the City since his/her last hiring date. "Last hiring date" will mean the date upon which an employee first reported for work at the instruction of the City and since which s/he has not quit, retired, or been discharged.

Section 7.2. Probationary Period. All new police officers will be probationary employees until they have completed twelve (12) months of full-time employment. The purpose of the probationary period is to provide an opportunity for the City to determine whether the employee has the ability and other attributes which will qualify him/her for regular employee status. During the probationary period, the employee will have no seniority status and may be terminated in the sole discretion of the City without regard to the relative length of service and without recourse to the Grievance and Arbitration Procedure. At the conclusion of the probationary period, the employee's name will be added to the seniority list as of his/her last hiring date.

Section 7.3. Seniority List. The City will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin board and updated as need dictates. The names of all employees who have completed their probationary periods will 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 will 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 will be followed with respect to their first name.

Section 7.4. Loss of Seniority. An employee's seniority and employment will terminate:

- (a) If the employee quits, retires, or is justifiably discharged.
- (b) If, following a layoff, the employee 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 the address on record with the City 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 the employee is absent for three (3) consecutive regularly scheduled working days without notifying the Chief prior to or within such three (3) day period of a justifiable reason for such absence.
- (d) When the employee has not worked for the City due to a layoff or any other reason for a period of eighteen (18) or more consecutive months.

Section 7.5. Layoff Procedure. In the event the City deems it necessary to reduce the number of employees in the bargaining unit, it will select the department(s) to be reduced and the classification within the department to be reduced. Employees with the least seniority in the selected classification and department will be the first laid off, provided the remaining employees within the selected classification have the then present ability and qualifications to perform the work in the classification. Employees thus removed from their classification may exercise their seniority to displace the least senior employee in any lower paid classification within the department, provided they have the present ability and qualifications to perform the work of the lower paid classification without trial or training. There will be no bumping between departments.

LEAVES OF ABSENCE

Section 8.1. Personal Leave of Absence. The City may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days, which period may, for good cause, be extended, without pay and without loss of seniority, to an employee who has completed the probationary period; provided, in the judgment of the City, such employee can be spared from work. The City will not be arbitrary or capricious in the decision.

Section 8.2. 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 8.3. Military Leave. Leaves of absence without pay and without loss of seniority will 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 active duty. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of orders.

A full-time employee who enters the military service by draft or enlistment will be granted a leave of absence, without pay, for that purpose and at the conclusion of such leave of absence will be reinstated in accordance with all applicable provisions of the Uniformed Services Employment and Re-Employment Act and any other applicable laws then effective.

Section 8.4. Bereavement 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 8.5. Seniority During Leaves of Absence. Seniority will 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 8.6. 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.

Section 8.7. 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.

SICK LEAVE AND SHORT-TERM AND LONG-TERM DISABILITY PROGRAMS

Section 9.1. 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 (152 hours plus 96 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.

Section 9.2. Use of Accumulated Sick Leave Credits. Qualified employees, subject to the provisions set forth in these Sections, will be eligible for paid sick leave from and to the extent of their unused accumulated paid sick leave credits in the following situations. If an employee will be off sick for their entire shift, they must use the amount of sick leave hours they are scheduled to work. If using sick leave for a partial shift they may use one-quarter (1/4) hour increments.

a) When an employee, because of an illness or injury that is non-compensable under the Michigan Worker's Compensation Act, is unable to regularly and safely perform the requirements of his job classification, the employee will be granted a leave of absence with pay at his/her regular hourly rate for each hour lost from the normal work schedule, up to the maximum current accumulated sick leave credits (152 hours). Such lost hours and pay will be deducted from the current accumulated sick leave credits.

b) When an employee's absence from work is due to an illness or injury that is compensable under the Michigan Worker's Compensation Act, after the first day of absence necessitated thereby, the employee will be entitled to use his/her current accumulated sick leave credits to make up the difference between the amount of weekly benefit received under the Act and the amount of salary the employee would have received in his/her own job classification had s/he worked the regular work schedule.

c) When an employee's absence from work is due to a non-duty incurred illness or injury provided such illness or injury was not attributable to the intemperate use of alcoholic beverages, use of non-prescribed controlled substances, or was not attributable to causes stemming from employment or work in the service of another employer or while acting in the capacity of a private contractor.

d) 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.

Section 9.3. Sick Leave Eligibility. In order to qualify for sick leave payments, the employee must report to the Chief or designee, or notify the City Police Department not later than one (1) hour before the employee's 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. All absences, for which sick leave pay is desired, regardless of the length of the duration of such absence, requires the submission and approval of the request through the scheduling software before payment is made under these Sections.

(a) In the event of an absence of more than five (5) regularly scheduled working days or if the City has reason to believe an employee is misusing paid sick leave, the employee will be required to provide a medical statement signed by the physician who attended the employee or immediate family member, unless under subsection (b) such signature is not required. If the physician's statement is required, it must state the cause for such absence, confirm the necessity for the absence, and before the employee resumes normal duties, must state that the employee is physically able to return to and perform his job duties.

(b) The Chief may waive the requirements of the physician's signature in subsection (a) above, provided s/he or the employee's immediate supervisor has knowledge that the employee was ill to the degree that absence was required and that the attendance of a physician was not necessary. In such event, the Chief will approve the absence in the scheduling software.

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

Section 9.5. Sick Leave Pay Out. Employees shall be entitled to be paid one-half (1/2) of their accumulated unused paid sick leave hours under the following circumstances. Payment is at the employee's last rate of pay.

- Upon their death from active service, or
- Upon retirement from active service under the City's retirement program, or
- Upon separation from active service, with a minimum of ten (10) years and in good standing.

No payment for unused sick leave will be made if an employee quits with less than ten (10) years of service credit or is discharged from employment.

When an employee who has quit, retired, or been discharged from employment is subsequently rehired, such employee will, as any other new employee, accumulate paid sick leave credits as set forth in Section 9.1. In the event an employee is laid off from work, the employee will, upon return to work, be credited with all of unused sick leave credits accumulated prior to layoff.

Section 9.6. Pro-rata Sick Leave Allotment. Employees who are employed after January 1 of any given year will receive a pro rata sick leave allotment per month for that year on the basis of one-twelfth (1/12) the annual amount.

Section 9.7. Short-Term and Long-Term Disability Programs. 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. 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.

(e) If requested by the City, the employee will furnish medical proof satisfactory to the City, that the employee is disabled as defined in subsection (d) above; authorize in writing that the City and its retained medical personnel may have access to the employee's medical records and submit to such reasonable and necessary medical examinations regarding fitness for duty. Such examinations will be at the City's expense.

(f) Benefits provided herein will be coordinated with Social Security Benefits.

PHYSICAL FITNESS

Section 10.1. Medical Examinations. The City reserves the right, without being arbitrary or capricious, to suspend or discharge employees who are not physically and/or mentally fit to perform their duties in a satisfactory manner. Such action will only be taken if a physical or mental examination performed by a medical doctor of the City's choice, at the City's expense, reveals such physical or mental unfitness. If the employee disagrees with such doctor's findings, then the employee, at the employee's own expense, may obtain a physical or mental examination from a medical doctor of choice. Should there be a conflict in the findings of the two (2) doctors, then a third doctor mutually satisfactory to the City and the Union will give the employee a physical or mental examination. The

fee charged by the third doctor will be paid by the City and the findings will be binding on the employee, City, and the Union.

WORKWEEK

Section 11.1. Tour of Duty. The normal fourteen (14) day tour of duty and workday for each employee will be established by the City. The pay period will consist of 80 hours. Hours of work and days off will vary depending on the needs of the City. The City reserves the right to change the normal tour of duty and/or workdays whenever it determines that operating conditions warrant such changes. Nevertheless, when an unplanned shift change occurs for police officers without at least a 72-hour notice, the employee will receive a \$50.00 lump sum. Employees shall not be scheduled for more than twelve hour shifts. In the event of an unfilled shift, officers may be held over beyond twelve hours.

Shift exchanges must occur within the normal 14-day tour of duty.

Section 11.2. Overtime.

- a) All employees are expected to work overtime upon request. Overtime other than of an emergency nature must be authorized by the appropriate Chief or designee.
- b) Definition - To the extent required by law, overtime will be considered as time worked over and above a police officer's 80 hours in a 14-day work period.
- c) Overtime Premium Pay - Time and one half (1-1/2) an employee's regular straight-time hourly rate will be paid for all hours worked greater than the number of hours allowed for fourteen (14) day tour of duty. An exception will be made as follows: the City will pay straight time for all off-duty time necessarily spent by an officer in signing complaints in the Prosecutor's Office or in the 90th District Court.
- d) Overtime Calculation - Vacation, paid sick leave, personal leave, and holidays not worked will be counted as hours worked for the purpose of computing overtime payments. Note however, that there will be no pyramiding of overtime. Definition of pyramiding of overtime is the payment of overtime on already existing overtime. This happens if the same hours of work qualify for both daily and tour of duty overtime payment.
- e) Venetian Festival Bonus Pay - Employees who work the week of the Venetian Festival will receive a five hundred (\$500.00) dollar bonus.

Section 11.3. Call-in/Call-out.

(a) An employee called in for duty (including court appearances) prior to a regular shift or after a regular shift will receive a minimum of two (2) hours pay at the rate of time and one-half (1-1/2) his/her hourly rate.

(b) An employee will be entitled to the call-out rate of pay if he/she is not notified of a cancellation of a required court appearance by at least 5:00 p.m. of the day prior to the required court appearance. If a court appearance is scheduled for Monday, the employee must be notified by 5:00 p.m. of the Friday prior to the Monday.

Section 11.4. Training and Travel. Time spent in approved training activities, meetings, and conferences is considered compensable for the purposes of calculating overtime. Time spent in travel is considered compensable time worked only in so far as it meets certain conditions.

(a) Home-to-work travel – Generally home-to work travel is not considered time, regardless of how long the commute. The exception is the special one-day-assignment – an employee who regularly works at one or more fixed locations may be asked to drive beyond his/her normal jobsite for work, for training, for a meeting, or for a conference. In such cases, the extended time spent commuting is considered compensable. However, regular home-to-work travel time and meal time will be deducted, and the training time considered “hours worked.”

(b) Overnight travel – Travel away from home is work time when it crosses the employee’s work day because it merely replaces other duties. Overnight travel outside the employee’s normal work schedule is not compensable (in terms of calculating overtime pay) unless it is active/productive. That is, the time an employee spends working while traveling is considered active work and compensable. Similarly, time spent driving oneself (versus traveling as a passive passenger on a public conveyance) is also considered time worked. Again, meals and sleep time are not considered compensable hours worked in the calculation.

Section 11.5. Shift Assignment. The shift assignment process shall be on a seniority basis as described below.

(a) Police Officers will select their shifts in order of seniority.

(b) Police Officers may bid for shift assignment effective April 1, August 1, and December 1.

(c) Selections will go into effect beginning May 1, September 1, and January 1.

(d) Notwithstanding the above, the Chief may, to meet the needs of the Department, assign an employee to a shift based upon the Chief’s written review of the skills, qualifications, and present ability to perform the tasks

deemed necessary by the Chief and retains the right to assign employees as needed.

- (e) The Chief retains the right to determine the number of employees off on each shift at any given time.

Selection for shifts will be accomplished by posting a blank shift chart forty-five days (45) days prior to a new shift period.

- (a) Selection of shifts shall be completed by members of the bargaining unit within four (4) weeks of posting.
- (b) Officers must select one shift for the entire (4) four month period. Bumping, preempting another Officer's selection after the selection period, based on seniority, shall not be permitted.
- (c) Work hours as indicated on the blank shift chart will remain in effect throughout that period.
- (d) Members of the bargaining unit who may be on vacation, sick leave, or other approved leave at the time of the posting and selection, may make their selection in writing, or by phone to the Chief. Failure to communicate their selection will result in the Department assigning them to the remaining available shift after all others have selected.

Probationary officers shall be excluded from the permanent shift selection and shall be assigned by the Department according to its needs and/or the Officer's need for training

Section 11.6 Shift Premium Pay.

Police personnel who work any hours between 7:00 p.m. to 7:00 a.m. shall be paid a shift premium of seventy-five cents (\$.75) per hour for those hours worked between 7:00 p.m. and 7:00 a.m. Such shift premium shall be in addition to the employee's regular rate of pay. Shift premium will not be paid for any hours worked outside of 7:00 p.m. to 7:00 a.m.

Shift premium is for hours worked; therefore, no shift premium will be paid for sick, vacation, personal leave used, or for holidays not worked. If police personnel work on a holiday, they will receive shift premium for all hours worked; however, the 8 hours of holiday pay will be paid at straight time.

CLASSIFICATIONS AND WAGES

Section 12.1 Classifications and Wages. The job classifications and the hourly ranges are set forth in Appendix "A" attached and by this reference made a part of this Agreement.

EMPLOYMENT CONDITIONS

Section 13.1. Personnel Policies and Procedures. All City personnel policies and procedures apply to police officers 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.

HOLIDAYS

Section 14.1. Recognized Holidays. The following days will be recognized as holidays:

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

A holiday will be recognized on the calendar day on which it falls. Easter Sunday will not be considered a holiday, but Employee's working on Easter Sunday will be paid time and one-half (1 ½) the straight time hourly rate for the hours so worked.

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

- 1) such day(s) occurred during the employee's regularly scheduled vacation; or
- 2) the employee's absence on such day(s) is of a nature which is compensable under this Agreement.

Section 14.3. Holiday Pay.

A holiday is defined as that period of time between 11:00 p.m. to 11:00 p.m. the following day.

When an eligible employee is required to work on any day celebrated as a holiday, the employee shall be paid time and one-half (1 ½) their straight time hourly rate for the first eight (8) hours and shall receive two and one-half (2 ½) times their straight time hourly rate for all hours worked beyond eight (8) hours on that holiday.

If the employee is scheduled on a day before a holiday, and that scheduled day ends on a holiday, the employee will be ineligible for any holiday pay for that shift.

Police officers will receive eight (8) hours at the regular straight-time hourly rate for each paid holiday not worked.

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 receive twenty-four (24) hours of personal leave per calendar year. Personal leave hours must receive the prior approval of the Chief, must be requested at least seven (7) days in advance, except in emergency situations, in which case a reason may be requested by the Chief, and approval is always subject to the manpower requirements of the department as determined by the Chief. If an employee will be off for their entire shift, they must use the amount of personal leave hours they are scheduled to work. If using personal leave for a partial shift they may use one-quarter (1/4) hour increments. Unused personal leave hours are not paid at termination and do not carry forward to the next calendar year.

If at an employee's hire date, leave of absence or layoff causes the employee 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 Eligibility.

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) Employees who lose time from work or who do not complete a scheduled work year due to a layoff or any unpaid leave of absence, shall have vacation benefits determined on a pro rata basis of the months or parts of months worked during the calendar year.
- (b) Illustratively, an employee who returns on August 14th of a given year will receive a vacation benefit equal to 5/12ths of that provided in the schedule above.
- (c) 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.
- (d) If an employee will be off for their entire shift, they must use the amount of vacation leave hours they are scheduled to work. If using vacation leave for a partial shift they may use one-quarter (1/4) hour increments
- (e) A maximum of 80 vacation hours may be carried over from one vacation year to the next. Unused time in excess of the specified hours will be forfeited. No vacation pay will be paid in lieu of vacations, except in cases of extraordinary circumstances.
- (f) Unused and accrued vacation hours are paid upon termination.

Section 15.2. Vacation Scheduling.

- (a) The Chief will determine the number of employees who can be excused from their departments for vacation purposes at any one time. When an employee

submits a vacation request sixty (60) days in advance, they shall receive a confirmation thirty (30) days before their vacation.

(b) 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 will 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 will be given in order of receipt by the City of the written requests for vacation time off. In the event an employee cancels the approved vacation time off, as among those who wish to reschedule their vacation time off, preference will be given to the employee with the next greater amount of seniority.

Section 15.3. Summer Vacations. Vacations may be scheduled during summer with advance approval from the Chief.

Section 15.4. Vacation Accumulation. Vacations may be accumulative if the employee's request for vacation is denied by the City for its convenience and may be carried over to the following year. Denial for vacation in the summer months will not be subject to this Section.

MISCELLANEOUS

Section 16.1. Rules and Regulations. The City reserves the right to establish reasonable rules and regulations not inconsistent with this Agreement. If a rule or regulation is established by the City, a written copy will be served upon the Union five (5) days in advance of its implementation. The Union will have ten (10) days after receipt of the rule within which to file a grievance concerning the reasonableness of the rule or regulation.

Section 16.2. Bulletin Board. The City will provide a bulletin board upon which the Union will be permitted to post notices concerning its business and activities. Such notices will contain nothing pertaining to partisan politics or of a defamatory nature.

Section 16.3. Health 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.

Insurance Plan	City Share	Employee Share
POS:	80%	20%
HSA	95%	5%

The employee premium will be withheld through payroll deduction. This cost sharing will be effective with the new insurance contract year and will remain in effect for the life of the agreement.

Upon the death of an active employee, the City will cover the employee and employer cost of the health, dental and vision premiums for thirty (30) days following the insurance termination date, in order to allow the surviving dependents time to find alternative coverage.

**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 take effect.*

***Or, the effective date of the start of the insurance contract year, if different, dependent upon the committee process and provider requirements.*

(b) Plans and Benefits

(1) A health care insurance committee has been established consisting of one FOPLC employee the FOPLC selects, one non-union administrative employee, and the City Manager or designee (and two CWA unit employees the CWA selects upon participating). Where any changes to the then existing health care, including dental and vision, insurance plan(s) are requested by a committee member, no more than once annually (October to October), no later than September 1 the committee may meet at and for a reasonable time and may select, by majority vote, which of up to two (2) plans will be offered to employees. The City retains the right also to offer 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 City, the employees individually, in writing, will have the right to elect coverage of one of the above offered plans so that coverage is effective no later than October 1 that year.

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

The plan(s) selected by the committee and/or by the City as provided above will be the sole plan(s) under which employees may elect coverage. Upon committee and/or City selection resulting in any plan or benefits changes, the parties agree to enter into a letter of understanding generally describing the plan(s) and benefits selected and offered, so that coverage can be administratively accomplished no later than October 1 that year.

(2) Further, the City 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. To the extent the City provides non-union full-time administrative employees a Section 125 Plan, the City will also provide that plan to 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.)

Section 16.4. Life Insurance. The City agrees to provide group life insurance benefits with AD&D to those employees who qualify therefor at standard insurance rates in the amount of Twenty-five Thousand Dollars (\$25,000.00) 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.

Section 16.5 Pension Plans

Defined Benefit Plan

The City will provide the MERS C-1 (as quoted with the 1.5 multiplier) with a 50/25 rider pension plan and each employee will contribute to this plan an amount equal to three percent (3%) of the employee's gross wages. The employee will retain all benefits accrued through the previous B-4 Frozen FAC Plan.

Defined Contribution Plan

In consideration of transitioning from a MERS B-4 to a MERS C-1 Plan, the City shall pay 7.5% of the employee's gross wages into the City's current 457 plan on behalf of each employee. The City will also pay into the City's current 457 plan on behalf of each employee an amount equal to the employee's own contribution to the plan or six percent (6%) of the employee's wages, whichever is less.

Section 16.6. Uniforms. For the life of this Agreement, the City will continue its practice regarding furnishing and cleaning uniforms.

Section 16.7 Residence. All employees 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 will not apply to the City of Charlevoix employee where prohibited by MCL 15.602.

Employees are at all times required to have their current residence address and telephone number on file with the Police Department.

Section 16.8. Captions. The captions used in each section are for the purpose of identification only and are not a substantive part of this Agreement.

Section 16.9. Gender. Reference to any gender will apply equally to the other and vice versa.

Section 16.10. Agreement Copies. The City agrees to furnish a copy of this Agreement to each employee in the bargaining unit. The City further agrees to provide the necessary additional copies to the Union on a cost basis.

Section 16.11. Validity. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any 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 will not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the City and the Union will enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 16.12. Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, will govern their entire relationship and will be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 16.13. Liability Insurance - Civil/Criminal. The City agrees to maintain liability insurance for claims made against the City and its FOPLC unit employees for acts arising out of and in the course and scope of their employment. Defense is provided in accordance with the terms and conditions of the current policy.

Section 16.14. Drug Free Workplace.

(a) Policy Statement. 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 those in the safety-sensitive positions of police officers and police management who protect the public are at all times both physically and mentally prepared to assume these duties and preserve the public's trust and confidence. Therefore, the City will not tolerate any illegal or unauthorized drug-related conduct or activity or alcohol abuse as prohibited by this policy.

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 policy builds upon the City's longstanding rules prohibiting alcohol and drug abuse associated with City employment. Additionally, this policy provides for assistance in overcoming substance abuse where the employee voluntarily seeks assistance from the City. Consent to and compliance with this policy is a condition of employment. With these fundamental objectives in mind, the City's policy on illegal or unauthorized use of prohibited substances for police officers and police management is as follows:

(b) Policy Application.

(1) This policy covers all police officers, police department management and applicants for employment.

(2) This policy applies to employees when they are on or off duty time or City premises. City time is any time period when an employee is on duty whether or not actively performing work including lunch and break time, and when performing, expected to be performing, or ready to perform work whether or not the employee is at his/her regularly assigned work location, and whether or not the employee is on City premises. City premises includes all property whether owned, leased or used by the City or for City business, including without limitation all facilities, land, buildings, structures, restrooms, lockers, offices, parking lots, as well as City or other motor vehicles or equipment.

(c) Prohibited Substances.

The prohibited substances covered by this policy include:

- (1) All illegal drugs or controlled substances including inhalants and marijuana.
- (2) All legal drugs used in an unauthorized, non-prescribed or illegal manner.
- (3) Any beverage containing alcohol.

(d) Prohibited Conduct.

(1) Use, consumption, possession, storage, manufacture, distribution or sale of a prohibited substance on or off City premises or City time, excluding alcohol off the City premises and off City time, that is not abused, or render the employee under the influence.

- (2) Reporting to or being at work after taking or being under the influence of a prohibited substance.
 - (i) Under the influence of alcohol is defined as an alcohol test result of 0.02 or greater.
 - (ii) Under the influence of an illegal drug or controlled substance is having a positive confirmed test result.
- (3) Intentional violation or misuse of a prescription drug or over the counter medication.
- (4) Intentional use of a prescription drug belonging to or prescribed for another person.
- (5) Failure to consent, submit to, or cooperate in an inspection, search, or testing consistent with this policy including tampering or substitution of substances to be tested.
- (6) Failure to inform the City of any arrest or conviction under any criminal drug or controlled substances statute including any guilty plea, plea of nolo contendere, or plea under advisement within five days of the arrest, conviction or plea.
- (7) Unsuccessful completion or failure to adhere to the requirements of any drug or alcohol treatment or rehabilitation program in which the employee is enrolled.
- (8) Any other violation or attempted violation of this policy.

(e) Enforcement of Policy.

(1) Inspections, surveillance and searches of City premises and employees or others on City premises including personal effects and vehicles are authorized by this policy consistent with the law and the Constitution of the United States.

(2) Screening of applicants by scientific drug and alcohol screening may be carried out by a City-approved facility after a conditional offer of employment has been made. The applicant will be informed of the City's conducting the screening and requested to give written consent to the collection and testing. Refusal to sign a consent form will terminate the employment process. A positive test result will terminate the employment process.

(3) Employee Testing.

(i) The City will use state of the art collection and testing laboratory facilities and procedures to conduct scientific drug and alcohol testing. To insure high levels of test reliability and validity, the City will use scientifically tested techniques and employ as specimens urine, breath, or blood. The testing laboratory will be a SAMHSA (federal Substance Abuse and Mental Health Services Administration) or FDA (federal Food and Drug Administration) approved. Initial and confirmation testing cutoff levels for illegal drugs and controlled substances will be consistent with U.S. Department of Transportation concentrations as established by its regulations or proposed regulations as existing at the time of laboratory testing in the individual circumstances, but the City also has the right to know and use test results below cutoff levels showing detectable trace amounts of illegal drugs or controlled substances. Strict adherence to specimen chain of custody and other collection and testing procedures is required. Any violation in the custody chain or testing procedures will render the test results invalid. Initial positive test results for illegal drugs and controlled substances will be confirmed by testing before a confirmed positive test result is reported to the City

Manager. A medical review officer will be utilized in interpreting testing results before the results are released to the City. The MRO will be a licensed physician with knowledge of substance abuse, prescription drugs, pharmacology and toxicology of alcohol, illegal drugs and controlled substances. Test results will be reported by the laboratory or MRO to the City Manager in a sealed envelope marked "Confidential" or other appropriate marking. Further dissemination of test results will be on a strictly need to know basis in accordance with applicable law. Collection and testing will be performed with due regard for maintaining the individual's personal privacy and maintaining confidentiality to the extent practicable under the circumstances. Any collection and testing information will be filed separate from the individual's personnel file, labeled "Confidential" or other appropriate marking and access to this file will be restricted to the City Manager and management on a strict need-to-know basis, the employee, or those authorized in writing by the employee.

(ii) Drug and alcohol testing of any employee for reasonable suspicion is authorized by this policy. Reasonable suspicion is a quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that the individual is or has been using drugs while on or off duty. Detectable trace amounts of illegal drugs or controlled substances from a prior test constitute reasonable suspicion to re-test the employee. Such reasons or facts of reasonable suspicion will be documented in writing and provided to the employee prior to testing.

(iii) Mandatory testing may be done of any employee in the following situations:

- Following a work related accident;
- Following a work related injury requiring medical treatment of the employee;
- Following a leave of absence of 30 or more consecutive days;
- Following a layoff of 30 or more consecutive days;
- Following a return to work after successfully completing a treatment or rehabilitation program approved by the City. Such testing will be conducted before the employee actively resumes work, followed by unannounced testing at any time as determined solely by the City for a minimum of 12 months but up to 24 months after the employee returns to active work.
- At any time, including unannounced, during the employee's probationary period.
- Reasons for mandatory testing will be documented in writing and provided to the employee prior to testing.

(iv) The City has the right to randomly test up to two randomly selected employees four times per year. These tests will be unannounced and all employees will have an equal chance of being selected based upon objective and anonymous selection procedures conducted in front of a union representative. An employee who has been randomly selected will be subject to any additional testing, if again randomly selected or pursuant to other types of testing under this policy.

(v) No inspection or search, or collection or testing, consistent with this policy will be conducted without the employee's written consent except where the employee is not promptly available or immediate concerns such as safety are present. Failure to provide written consent of this nature can be considered the same as a confirmed positive test result for a prohibited substance.

(vi) An employee will be compensated for time involved with the testing if not on duty.

(f) Violations of Policy.

(1) Any violation of this policy will be just cause to discipline the employee up to and including discharge.

(2) An employee who is tested for reasonable suspicion or under the mandatory testing procedures may be placed on administrative leave with pay pending the test results and any further prompt investigation and determination of the employee's employment status.

(3) If an employee is found in violation of this policy or tests positive but is not discharged, mandatory referral to an employee assistance program may be required at the sole discretion of the City. The City will determine the treatment and counseling program and in consultation with the program's personnel, determine what treatment and counseling will be required for the employee before being returned to active employment. Time off work for such treatment and/or counseling will be conducted with accumulated sick time and/or a medical leave of absence which will be counted towards the employee's Family and Medical Leave Act entitlement if eligible.

(4) The City cannot allow an employee directed to test for reasonable suspicion or mandatory testing to jeopardize the safety of the employee, fellow employees and the public. Therefore, the City will transport or arrange for transportation of such employee to and from the collection site and/or testing under these circumstances. After collection and/or testing, where a positive test result is promptly reported or where testing results are not promptly available, the City will transport or arrange for transport of the employee to the employee's residence. The employee's failure to cooperate fully with transportation procedures will be considered insubordination for which the employee maybe disciplined up to and including discharge.

(g) Voluntary Assistance.

Early recognition and treatment of chemical dependency is important for successful rehabilitation and reduced personal, family and social disruption. The City supports sound treatment efforts for its employees who are experiencing drug and/or alcohol problems and who voluntarily seek assistance. An Employee Assistance Program (EAP) should be sought which provides help for employees who have drug or alcohol abuse and/or other personal/emotional problems. Any employee experiencing substance abuse problems should seek professional evaluation and assistance from an EAP before the employee risks violating this policy. However, voluntarily sought assistance will not protect an employee who is found to be in violation of this policy. At the same time, no employee will be subject to disciplinary action simply for voluntarily requesting help due to drug and/or alcohol dependency.

An employee who voluntarily seeks the City's assistance and is diagnosed or evaluated as chemically dependent and undergoes treatment and counseling for substance abuse will be allowed to use accumulated sick time or be granted a medical leave of absence for such treatment which will be counted towards the employee's Family and Medical Leave Act entitlement if the employee is eligible. The EAP will monitor the employee's follow through and successful completion of any required treatment and rehabilitation as recommended by the professionals involved and approved by the City. The employee must cooperate fully with the rehabilitation process, including without limitation, signing an authorization for the EAP to receive all directly related and other treatment and counseling information and records. This will be for the purpose of making a timely return to work recommendation when and if appropriate. The employee will also be required, before returning to active employment, to sign an authorization releasing the staff of the treatment and rehabilitation program to bear witness to the employee's course of treatment and counseling in the evaluation process to return the employee to work. Should an employee undergo outpatient treatment and rehabilitation and the City, in its sole discretion, permits the employee to continue working during such treatment, the employee will be expected to maintain satisfactory job performance including, without limitation, attendance. Before an employee is returned to active employment the treatment and rehabilitation program must first release the employee and present to the City Manager certification that the employee has successfully completed the program and is capable of returning to work. The City reserves the right to have independent medical experts verify that the program was successfully completed and that the employee is fit for work. To the extent insurance does not cover the treatment and EAP, the employee will bear the costs.

The employee must test negative for drugs and alcohol before returning to work and satisfy all requirements under the City's applicable leave policies. The employee will also be subject to unannounced follow-up testing at any time during at least twelve (12) months following the employee's return to active employment subject to being extended to twenty-four (24) months in the City's sole discretion. The employee must comply with this policy upon return to active employment, and any violation of this policy thereafter will be just cause for immediate termination of employment.

(h) Policy Administration.

The City Manager will be responsible for the coordination, implementation and enforcement of this policy. All questions should be directed to the City Manager. To protect employee privacy and dignity to the extent practicable under the circumstances, particularly where matters regarding medical and personal information are involved, coordination and investigation of suspected drug or alcohol activity prohibited by this policy will be handled by the City Manager or his/her designee.

Section 16.15. Longevity. Full-time employees will 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 1	Annual Payment
Five (5)	\$400.00
Ten (10)	\$600.00
Fifteen (15)	\$800.00
Twenty (20)	\$1000.00
Twenty-five (25)	\$1200.00

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

Section 17.1 Emergency Manager Act

It is acknowledged by the Employer and the Union that an Emergency Manager appointed under the Local Government and School District Financial Accountability Act can reject, modify, or terminate a collective bargaining agreement as provided in the Local Government and School District Financial Accountability Act and that this provision is a prohibited subject of bargaining.

DURATION OF AGREEMENT

Section 18.1. Termination. This Agreement will become effective April 1, 2024, and will remain in full force and effect until 12:01 a.m. March 31, 2028, 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.

**THE FRATERNAL ORDER OF POLICE
LABOR COUNCIL**

CITY OF CHARLEVOIX

Date: _____

Date: _____

APPENDIX A

CLASSIFICATIONS AND WAGE RATES

The following classifications and wage rates will be effective the first pay period on or after the date(s) indicated:

Classification		4/1/2024	4/1/2025	4/1/2026	4/1/2027
Police Sergeant	Start	30.42	31.48	32.58	33.72
	Year 1	31.42	32.52	33.66	34.84
	Year 2	32.42	33.55	34.72	35.94
	Year 3	33.42	34.59	35.80	37.05
	Year 4	34.50	35.71	36.96	38.25
Police Officer	Start	26.09	27.00	27.95	28.93
	Year 1	27.18	28.13	29.11	30.13
	Year 2	28.13	29.11	30.13	31.18
	Year 3	29.11	30.13	31.18	32.27
	Year 4	30.50	31.57	32.67	33.81

The pay rate at hire will be set by the Chief of Police and the City Manager based on years of experience and relevant service. The starting salary for police officers shall be set at no more than the year three (3) step.

LICENSE/CERTIFICATION STIPEND AMOUNT

If an employee procures and maintains the described licenses and/or training (providing proof), s/he will receive a lump sum payment on the first pay period following the contract anniversary date. The annual amount will be pro-rated from the effective date to the next anniversary date if a new license is obtained. If a license is taken away or lapses, a pro-ration of the paid lump sum will be deducted from the employee's pay. The City will pay for class cost (such as registration and books) and will also provide a vehicle for travel. The individual employee will receive the licenses and/or training and maintain said licenses and training on his/her own time.

Police Officers	4/1/2024	4/1/2025	4/1/2026	4/1/27
Procure and maintain an EMT license	\$1000	\$1000	\$1000	\$1000
Procure and maintain a Paramedic license	\$2000	\$2000	\$2000	\$2000
Procure and maintain a CPR/AED certification	\$200	\$200	\$200	\$200
Procure and maintain a Firefighter II license and be a member of the Charlevoix Township Fire Department	\$1000	\$1000	\$1000	\$1000

APPENDIX B

FAMILY AND MEDICAL LEAVE ACT (FMLA)

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

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

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

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

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

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

A Serious Health Condition means an illness, injury, impairment or physical or mental condition which involves either inpatient care at a medical facility or continuing treatment by a licensed health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days for an incapacity that requires at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. The first treatment must be within 7 days of the first day of incapacity, and the two treatments must occur within 30 days of the first day of incapacity unless there are extenuating circumstances. Treatment by a health care provider means an in person visit.

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

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

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

Injured Service Member Leave/Additional Military Family Leave Entitlement

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

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

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

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

Eligible employees may take family and medical leave intermittently – which means taking leave in blocks of time, or by reducing one's normal weekly or daily work schedule – whenever it is medically necessary to care for a seriously ill family member, because the employee is seriously ill and unable to work, for qualified exigency leave or for military caregiver leave. Intermittent leave is not permitted for the birth of a child or placement of a child for adoption or foster care.

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

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

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

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

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

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

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

Notice of Eligibility For and Designation of FMLA Leave

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

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

Employee Obligations

Provide Notice – Employees who take FMLA leave must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, or the approximate

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

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

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

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

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

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

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

Submit Medical Certifications

Depending on the type of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA leave. The certifications may include an initial certification, a re-certification and a return to work/fitness for duty certification.

It is the employee's responsibility to provide the City with timely, complete and sufficient medical certifications. Whenever the City requests employees to provide FMLA medical certifications, the employee must provide it within 15 calendar days after the request unless it is not practicable to do so despite an employee's diligent, good faith efforts. The City shall inform employees if submitted

certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The City will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

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

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

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

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

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

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

Keeping in contact with the City while on a FMLA Leave is important. Individuals are required to contact the Human Resources at least every 14 days regarding the expected length of the leave and when he/she intends to return to work. The City may require re-certification by the individual's health care provider every 30 days to support continuation of a leave based on a serious health condition.

Certifications for Military Family Leave (Exigency) – When employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, the City may require employees to provide: 1) a copy of the covered military member's active duty orders or

other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of a different active duty or call to active duty status of the same or a different covered military member.

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

Return to Work/Fitness for Duty Medical Certifications

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

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

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

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

General Rules of Leave

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

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

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

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

Employees will be subject to immediate termination of employment for:

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

Intent to Return to Work From FMLA Leave

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

Charlevoix City Council

Reports and Communications

Title: City Manager's Comments

Date: April 1, 2024

Presented By:

Background:

A. Belle River Power Plant Update

The Belle River Power Plant ("BRPP") is a two-unit 1,270 MW coal-fired baseload power plant located in St. Clair County, Michigan. Unit 1 came online in 1984 and Unit 2 came online in 1985. BRPP is jointly owned by DTE Energy (81.39%) and Michigan Public Power Agency ("MPPA") (18.61%). Eleven of MPPA's twenty-two Members receive power supply from BRPP through their participation in MPPA's Belle River Project. Effluent guidelines and multiple EPA regulations are driving the decision to pursue repowering the plant with natural gas. The attached "Belle River Power Plant Coal to Natural Gas Repowering" is attached to provide additional information.

At the April 10, 2024, MPPA Board of Commissioners meeting, two resolutions will be presented to amend and restate the participation agreement dated December 1, 1982, between the MPPA and DTE Electric Company.

In addition, a bond reimbursement resolution will also be presented to the Board of Commissioners for approval on April 10, 2024. This resolution provides for MPPA to reimburse itself and/or Members from debt proceeds for natural gas repowering expenditures made in advance of the debt financing. This resolution does not commit MPPA to issuing debt. MPPA staff is researching additional financing options and will schedule a project committee meeting and/or individual meetings with MPPA BRPP project members to review and select a financing option.

B. Bridge Closure Update

We continue to work with MDOT on the maintenance and closure work on the bascule bridge. Currently, the bridge is scheduled to be closed on March March 28. We are in close contact with MDOT to ensure we have the best information as conditions change.

Recommendation:

Attachments:

None

Charlevoix City Council

Reports and Communications

Title: Mayor and Council Comments

Date: April 1, 2024

Presented By:

Background:

Recommendation:

Attachments:

None