

**AGENDA
CITY OF CHARLEVOIX CITY COUNCIL MEETING**

Tuesday, September 8, 2015 - 7:00 p.m.

210 State Street, City Hall, Second Floor City Council Chambers, Charlevoix, Michigan

- I. Invocation or Pledge of Allegiance**
- II. Roll Call of Members Present**
- III. Inquiry Regarding Possible Conflicts of Interest**
- IV. Consent Agenda**
 - A. City Council Meeting Minutes - August 17, 2015 Regular Meeting PG 1-7
 - B. Accounts Payable Check Registers & Payroll Check Registers PG 8-26
- V. Public Hearings**
- VI. Reports**
- VII. Requests, Petitions and Communications and Actions Thereon**
 - A. Review Agreement with DC Assessing PG 27-34
 - B. Purchase 1/0 Kerite Cable PG 35
 - C. Consideration of Westenbroek Substation Invoice PG 36-38
 - D. Infrastructure Notice of Intent PG 39
 - E. Review of Fire Chief Position PG 40
 - D. 2015 MERS Officer Delegate Appointment PG 41-42
 - E. Appointment of MML Delegate/Alternate PG 43
 - F. Committee Structure and Roles PG 44-53
 - G. Communication Workers of America Union Contract PG 54-92
- VIII. Introduction and Initial Actions Relating to Ordinances or to Resolutions That Require Publication or Hearings Prior to Final or Further Action**
 - A. Request to Set a Public Hearing to Amend Title IX, Police Regulations, Chapter 111, Section 9.2 PG 93-96
 - B. Request for Set Public Hearing to Close Out the CDBG Urgent Need Infrastructure Grant PG 97
- IX. Resolutions**
- X. Ordinances**
- XI. Miscellaneous Business**
- XII. Audience – Non-Agenda Input (written requests take precedent)**
- XIII. Adjourn**

The City of Charlevoix will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting upon one weeks notice to the City of Charlevoix. Individuals with disabilities requiring auxiliary aids or services should contact the City of Charlevoix Clerk's Office in writing or calling the following: City Clerk, 210 State Street, Charlevoix, MI 49720 (231) 547-3250

Posted September 3, 2015 4:00 p.m.

CITY OF CHARLEVOIX
REGULAR CITY COUNCIL MEETING MINUTES
Monday, August 17, 2015 – 7:00 p.m.
210 State Street, City Hall, Council Chambers, Charlevoix, MI

The meeting was called to order at 7:00 p.m. by Mayor Gabe Campbell.

I. Pledge of Allegiance

II. Roll Call of Members Present

Mayor: Gabe Campbell
City Manager: Mark Heydlauff
City Clerk: Joyce Golding
Members Present: Councilmembers Shane Cole, Shirley Gibson, Luther Kurtz, Leon Perron, Jeff Porter, Bill Supernaw
Absent: None

III. Inquiry Regarding Possible Conflicts of Interest

None.

IV. Consent Agenda

The following items were approved and filed:

- A. Approval of Minutes – August 3, 2015 Regular Meeting Minutes
Mayor Campbell stated that he should not have allowed Councilmember Kurtz to vote on the Assistant Operations Manager job description because Councilmember Kurtz has business at the airport. Mayor Campbell stated that allowing Councilmember Kurtz to vote didn't make any difference "because everybody voted the same".
- B. Special Accounts Payable Check Register – July 29, 2015
- C. Special Accounts Payable Check Register – August 5, 2015
- D. Regular Accounts Payable Check Register – August 18, 2015
- E. ACH Payments – August 3, 2015–August 14, 2015
- F. Tax Disbursement – August 18, 2015
- G. Payroll Check Register – August 14, 2015
- H. Payroll Transmittal – August 14, 2015

V. Public Hearings

None.

VI. Reports

City Manager Heydlauff stated that the City had tentatively reached an agreement with the Communication Workers of America (CWA) last week and the contract could be ratified on August 18, 2015.

With the resignation of Planner Spencer, City Manager Heydlauff proposed the creation of a small committee to review the job description and evaluate the needs of the City before advertising for a replacement. He suggested two Planning Commission members should be a part of the committee.

The City Manager and Treasurer have been working on a timeline for the 2015-16 budget cycle.

Recreation Director Kirinovic informed City Manager Heydlauff that Michigan Beach cannot be staffed effectively as a result of the resignation of a lifeguard on August 14, 2015. It was decided to discontinue lifeguards at the beach for the remainder of the season and revisit the issue during the budget work sessions. City Manager Heydlauff will confirm that "no lifeguard on duty" signs are posted.

The RSH Engineering contract for the airport was reviewed and approved by the City Attorney and is ready for signature by the Mayor and City Clerk.

City Manager Heydlauff confirmed the past practice of dissemination to all Councilmembers when one individual makes a request for information. He indicated that going forward, if a Councilmember requests minor or routine information specific to them, he will answer directly to that Councilmember only. If the information is relevant to all of Council, then he will disseminate to all.

VII. Requests, Petitions and Communications and Actions Thereon

- A. Presentation by Charlevoix Convention & Visitors Bureau (CVB)
Amanda Wilkin, CVB Executive Director updated City Council on the following:
 - Mission Statement, Vision, and Goals
 - Makeup of the Convention & Visitors Bureau
 - Charlevoix CVB History
 - Marketing Program of Work, Strategies and Planning

- Trends and Highlights

Councilmember Porter requested that a copy of the CVB budget be provided to City Council. Ms. Wilkin stated she will pass along this request to the CVB Board.

Ms. Wilkin responded to Councilmember Supernaw by stating that \$2,000 in City funds were contributed to the CVB for the "Pure Michigan" campaign. She also responded to Councilmember Perron by indicating that the lodging assessment is the CVB's largest source of revenue.

Mayor Campbell opened the item to public comment.

Chip Terrell recommended that the "Pure Michigan" video should reflect the shoulder seasons.

The item was closed to the public.

B. Main Street Program Updates

CEDD Doyle stated that the Charlevoix Main Street Program is currently in the process of developing work plans for FY2015-16. Each of the four committees (Design, Economic Restructuring, Organization, Promotions) will be presenting their plans for approval to the DDA/Main Street Board in August and September. In general, the projects that are being proposed focus on expansion of downtown winter activities, business retention and recruitment, development of an up-to-date building inventory, development of a way-finding signage plan, a downtown event assessment, volunteer recruitment and fundraising. She stated that each of the committees meets monthly and there are 10-15 core volunteers within each of the committees.

Councilmember Gibson questioned whether any of the committees would be addressing community-wide business recruitment. CEDD Doyle stated that Main Street's focus is on the downtown area and she added that her job description was being evaluated to better define that parameter.

C. Consideration of a Resolution to Adopt the Annual Exemption Option in PA 152 for the 2015-2016 Medical Benefit Plan Coverage Year

Public Act 152 (PA 152) was passed by the Michigan legislature, signed by the Governor in 2011 and limits the amount public employers pay toward employee medical benefit plans.

Treasurer McGinn stated that the City has three options for complying with the requirements of PA 152, which it must do on an annual basis:

1. "Hard Cap" Option – limits the amount the City may contribute annually based on coverage levels as defined by the State Treasury.
2. "80% / 20%" Option – limits the City's share to not more than 80%.
3. "Exemption" or "Opt Out" Option – the City may exempt itself from the requirements of PA 152.

For the three previous medical benefit plan coverage years, Council has voted unanimously to exempt the City from the requirements of PA 152 and Staff recommended that Council again vote to exempt the City. Discussion continued with in-depth explanations of the three options.

Mayor Campbell opened the item to public comment. There was no comment, and the item was closed.

Action by Resolution.

D. Discussion of FY 2017 & 2018 Infrastructure Improvements Financing

City Manager Heydlauff stated that Staff is working on a financing plan to address water main replacements located within 14 blocks, sewer main replacements, updating storm sewer/curb/gutter systems and replacing asphalt on approximately a dozen streets. The cost of this work is estimated at \$6.2 million dollars and would be split into two phases during 2016-2017. He requested the Council's consideration on the best way to repay the bonds. City Manager Heydlauff indicated that there are several options to consider, with a combination of options being the most likely solution.

City Manager Heydlauff recommended the commission of a water rate study to analyze whether water rates are raising the revenue needed to fund current operations and future capital improvements.

City Manager Heydlauff said that the City could use the road millage money to pay for road-specific costs, but is only a partial funding and limits the ability to pay for other repaving work in the future. He also stated that Council could pursue a Headlee Amendment override to increase taxes to pay for this work. City Manager advised that it was imperative for the City to begin planning for long-term infrastructure improvements. General discussion continued at length.

Mayor Campbell and Councilmember Supernaw agreed that a millage would be well received by the citizens.

DPW Superintendent Elliott stated that the City spent approximately \$500,000 in 2014 and 2015 for emergency water main repairs.

Councilmember Porter suggested going through the budget with a fine-toothed comb to find additional money and City Manager Heydlauff concurred.

Mayor Campbell opened the item to public comment.

Chip Terrell felt that the Headlee rollback option was an "outrageous proposition." He suggested focusing on the water rate structure, user fees and incentivizing water conservation. He also recommended that the City research the best type of pipe replacement to prevent water system leakage.

DPW Superintendent Elliott responded to a question regarding the aesthetics of Hurlbut Street. He explained that Hurlbut was an emergency fix, not a planned improvement. For the record, DPW Superintendent Elliott stated that for emergency repairs, the department fixes the water main and roadway the best they can. It may be some time before the street would be beautified similar to State Street. DPW Superintendent Elliott indicated that he can't justify beautification of Hurlbut Street when the City has the potential for 14 blocks of failing water mains. He felt that the vision should be for the long term when selecting products for street improvements. DPW Superintendent Elliott reminded Council that he created a 10-15 year infrastructure plan, but with the emergency repairs over the last two seasons, that plan is now obsolete. He said the focus for the next two years is on the 14 blocks in the \$6.2 million project.

Chip Terrell suggested that if Council was going to float a bond, they should "get their act together and get it done because the Fed is going to start raising interest rates."

The item was closed to the public.

City Manager Heydlauff indicated that a reliable, sealed sewer and water system reduces costs in the long run. He confirmed that Council wished to have more information on various repayment options, including a potential new millage and a potential Headlee Amendment rollback for discussion at the next City Council meeting.

E. Committee Structure and Roles

Mayor Campbell stated that he thought Councilmember Kurtz has a conflict of interest with regards to the Airport Advisory Committee.

City Manager Heydlauff discussed several committees which are in existence even though their objectives have already been met and some committees that could be consolidated. He stated that Staff is challenged at times to chair a committee when the committee may move in a direction counter to Council's desire or in a direction Staff may not recommend. City Manager Heydlauff felt that the original intent of having Staff sit on committees was as an advisor, not as a chairperson or voting member. He recommended that consideration should be given to potential student members or other interest groups also.

Mayor Campbell stated he would like to do away with the Cemetery Grave Mapping and Lighting Ad Hoc Committee as the committees have not met in over ten years. He would also recommend that an application process be in place for future committee members.

Councilmember Porter believed that lay people should be chairing the committees, not Staff. Staff should be advisors to a committee.

Councilmember Gibson stated that she would like to remove one of the airport managers from the Airport Advisory Committee which would create a vacancy. She indicated that she received an application for this committee. Councilmember Supernaw questioned whether Dave Guanci was still interested in the membership and Councilmember Gibson indicated that Mr. Guanci was not actively seeking a membership and he also has a conflict because he is a commercial operator at the airport.

Mayor Campbell opened the item to public comment. There was no comment, and the item was closed.

Motion by Councilmember Gibson, second by Councilmember Perron, to remove one airport manager and create a vacancy [on the Airport Advisory Committee.]

Yeas: Gibson, Porter, Perron
Nays: Cole, Supernaw
Abstain: Kurtz
Absent: None

Motion by Councilmember Gibson, second by Councilmember Perron, to appoint Ken Tough to the Airport Advisory Committee.

Yeas: Gibson, Porter, Perron
Nays: Cole, Supernaw
Abstain: Kurtz
Absent: None

Mayor Campbell opened the item to public comment.

Chip Terrell believed that Staff should be included on committees as advisors only. He felt that Council should remove the other manager on the Airport Advisory Committee and make them an advisor.

The item was closed to the public.

It was the Council's general consensus to study the committees in more depth and to revisit this agenda item at the September 8th Council meeting. The most recent meeting date will be provided for each committee.

VIII. Introduction and Initial Actions Relating to Ordinances or to Resolutions That Require Publication or Hearings Prior to Final or Further Action

None.

IX. Resolutions

A. Consideration to Pass a Resolution to Adopt the Annual Exemption Option in PA 152 for the 2015-16 Medical Benefit Plan Coverage Year

Motion by Councilmember Porter, second by Councilmember Gibson, to adopt Resolution 2015-08-02 Resolution to Adopt the Annual Exemption Option as Set Forth in 2011 Public Act 152, The Publicly Funded Health Insurance Contribution Act, as follows:

**CITY OF CHARLEVOIX
RESOLUTION NO. 2015-08-02**

**RESOLUTION TO ADOPT THE ANNUAL EXEMPTION OPTION AS SET FORTH IN 2011 PUBLIC ACT 152,
THE PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT**

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

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

WHEREAS, the three options are as follows:

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

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

THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF CHARLEVOIX elects to comply with the requirements of 2011 Public Act 152, the Publicly Funded Health Insurance Contribution Act, by adopting the annual Exemption option for the medical benefit plan coverage year October 1, 2015 through September 30, 2016.

RESOLVED, this 17th day of August, 2015 A.D.

Resolution was adopted by the following yea and nay vote:

Yeas: Gibson, Cole, Supernaw, Porter, Kurtz, Perron
Nays: None
Absent: None

X. Ordinances

None.

XI. Miscellaneous Business

Councilmember Porter suggested that the street department should look at the green tree bags "very carefully because the trees look kind of distressed" due to the hot weather. Mayor Campbell recommended that residents refill the tree bags to assist the department as a matter of civic pride.

Councilmember Supernaw questioned the Mayor for the record, as to which manager was being removed from the Airport Advisory Committee. Mayor Campbell responded "it don't matter, either one." Councilmember Supernaw stated that he would like to know, either Liz Myer or Matt Wyman. Councilmember Kurtz said that it would be good to decide. Councilmember Gibson stated that "we just look off one, whichever one."

Councilmember Gibson requested a tour of the airport including the Snow Removal Equipment building. City Manager Heydlauff will schedule a tour for early fall.

Mayor Campbell confirmed that the next Council meeting was scheduled for Tuesday, September 8th, due to the Labor Day holiday.

XII. Audience - Non-agenda input (written requests take precedent)
 None.

XIII. Adjourn
 Motion by Councilmember Supernaw, second by Councilmember Cole to adjourn.
 Motion passed by unanimous voice vote. Meeting adjourned at 8:49 p.m.

Joyce Golding	City Clerk	Gabe Campbell	Mayor
	Special Accounts Payable – 07/29/2015		
MUZYKA! BAND	500.00	TOTAL	500.00
	Regular Accounts Payable – 08/05/2015		
MOORS & MCCUMBER	1,000.00	TOTAL	1,000.00
	Regular Accounts Payable – 08/18/2015		
ABRAMOWSKI, DWAIN M.	50.00	DORNBOSS SIGN INC.	653.18
ACE HARDWARE	2,982.54	E - Z GOLF CART	246.75
AIRGAS USA LLC	1,109.23	ELLSWORTH FARMER'S EXCHANGE	1,085.43
ALL-PHASE ELECTRIC SUPPLY CO.	194.42	EMERGENCY MEDICAL PRODUCTS INC	210.40
AMERICAN WASTE INC.	880.84	ERNO, JEANETTE	36.00
AMSTUTZ, LINDA	102.91	ETNA SUPPLY	4,774.67
ANYBATTERY INC.	323.71	FAMILY FARM & HOME	163.62
APEX SOFTWARE	235.00	FARMER WHITE'S	199.00
AT YOUR SERVICE PLUS INC	9,950.00	FASTENAL COMPANY	5.93
AT&T	509.01	FERGUSON & CHAMBERLAIN	5,248.00
AUTO VALUE	463.52	FISHER SCIENTIFIC	573.14
AVFUEL CORPORATION	76,020.09	FREEDOM MAILING SERVICES INC.	2,392.98
B & L SOUND INC	947.89	GALLS AN ARAMARK COMPANY	148.94
BERG, REBECCA	52.00	GBS INC.	289.41
BLACK PEARL PLATINUM BRAND	30.00	GERBER HOMEMADE SWEETS	73.00
BLARNEY CASTLE OIL CO	636.05	GIC THERMODYNAMICS	140.00
BOB MATHERS FORD	147.00	GORDON FOOD SERVICE	623.36
BRADFORD'S	68.25	GREAT LAKES PIPE & SUPPLY	4,155.58
CARQUEST OF CHARLEVOIX	1,269.45	GREAT LAKES PLUMBING HEATING & A/C	1,283.40
CHARLEVOIX COUNTY TREASURER	1,251.44	GRIFFIN BEVERAGE CO	81.50
CHARLEVOIX SCREEN MASTERS INC	2,455.75	GUNTZVILLER, RHONDA	375.00
CHARTER COMMUNICATIONS	1,011.34	HACH COMPANY	102.38
CINTAS CORPORATION	145.49	HARWOOD GOLD	134.00
CITY OF CHARLEVOIX - UTILITIES	34,652.04	HEP'S HOMEMAKED GRANOLA	26.00
COOK FAMILY FARMS	107.00	HOLECHECK, JENNACA R.	5.35
COVEYOU FARMS LLC	99.00	HYDE SERVICES LLC	87.74
CUMMINS BRIDGEWAY LLC	540.60	HYDRO CORP	515.00
DELL MARKETING L P	444.57	INTELLIGENT PRODUCTS INC	1,591.60
DHASELEER, CARL	141.00	INTERWATER FARMS INC	992.00

J & J GARAGE DOOR SERVICE INC.	175.00	POLLARD WATER	44.55
JACK DOHENY SUPPLIES INC	233.91	POLLUTION CONTROL SERVICES INC	477.50
KORTHASE FLINN	173.06	POND HILL FARM LLC	172.00
KSS ENTERPRISES	1,573.50	POWER LINE SUPPLY	4,780.39
LAKELAND ELECTRONICS	204.74	PRO WEB MARKETING LLC	12.00
LARRY'S LOCK & SAFE SVC. INC.	273.40	R & R PRODUCTS INC	377.91
LEITNER, PATRICIA	165.00	R L CARRIERS	97.11
LIFELOC TECHNOLOGIES INC.	13.20	ROAD WEASEL ENTERPRISES LLC	20.00
LOTTIE'S BAGELS	104.00	ROCKAFELLOW, SARAH C.	45.94
MICHIGAN ASSOC OF PLANNING	32.72	ROLOFF, ROBERT	41.00
MICHIGAN MUSHROOM MARKET LLC	41.00	RUSTIC BAKER	220.00
MICHIGAN OFFICEWAYS INC	10,826.35	S.A. MORMAN & CO.	51.92
MID STATES BOLT & SCREW CO	88.45	SECURITY SANITATION INC.	95.00
MIKE'S GLASS	71.34	SHARROW MASONRY INC	3,832.00
MYER, ELIZABETH A.	36.58	SIEGRIST, DAVID	37.00
NATIONAL HOSE TESTING SPECIALTIES	2,557.20	SPARTAN DISTRIBUTORS INC	930.97
NORTH COUNTRY CRITTERS	61.00	STATE OF MICHIGAN	371.13
NORTHERN FIRE & SAFETY INC.	72.00	SUPERIOR MECHANICAL	760.00
NORTHERN MICHIGAN JANITORIAL	69.90	SWANSON K & D INC	3,750.00
NORTHERN MICHIGAN REVIEW INC.	178.34	UP NORTH PROPERTY SERVICES LLC	8,547.00
OLD DOMINION BRUSH	1,080.88	VILLAGE GRAPHICS INC.	114.25
OTEC	330.25	WAGNER, JODI	92.00
OUDBIER INSTRUMENT CO	2,597.96	WARD BROTHERS BOATS INC	261.39
P.K. CONTRACTING	4,303.31	WELLS, COREY	165.94
PARKER-DROST, HERO	7.56	WEST MICHIGAN FLAGS & FLAGPOLES	297.47
PERFORMANCE ENGINEERS INC	24,884.88	WHITLEY, ANDREA	95.00
PHILP, KARLEE	220.00	WILBERT BURIAL VAULT CO	387.60
PIGS EATIN' RIBS	34.00	WORK & PLAY SHOP	686.99
PILLING, GWENDOLYN	110.00		
PINE HILL NURSERY	318.00	TOTAL	236,895.09

ACH Payments – 08/03/2015 – 08/14/2015

MI PUBLIC POWER AGENCY	13,420.49	ALERUS FINANCIAL (HCSP)	420.00
PAYMENT SERVICE NETWORK	228.50	STATE OF MI (WITHHOLDING TAX)	5,748.29
MI PUBLIC POWER AGENCY	18,993.38	VANTAGEPOINT (401 ICMA PLAN)	686.22
STATE OF MI (SALES TAX)	27,269.92	VANTAGEPOINT (457 ICMA PLAN)	13,282.71
IRS (PAYROLL TAX DEPOSIT)	39,795.64	TOTAL	119,845.15

Tax Disbursement – 08/18/2015

BARNARD, SUSAN	2,610.00	CITY OF CHARLEVOIX - TAXES DUE	3,919.71
CHARLEVOIX COUNTY TREASURER	2,018.26	CROSS FISHERIES	475.66
CHARLEVOIX DISTRICT LIBRARY	549.53	OLCOTT, ANTHONY	1,038.74
CHARLEVOIX PUBLIC SCHOOLS	568.11	RECREATIONAL AUTHORITY	99.66
CHARLEVOIX PUBLIC SCHOOLS	41.86	STATE OF MICHIGAN	7,176.07
CHARLEVOIX PUBLIC SCHOOLS	261.63		
CHARLEVOIX EMMET ISD	831.62	TOTAL	19,590.85

PAYROLL: NET PAY

Pay Period Ending 08/08/2015 – Paid 08/14/2015

WELLER, LINDA JO	1,620.71	UMULIS, MATTHEW T.	1,363.21
HEYDLAUFF, MARK L.	2,434.16	HANKINS, SCOTT A.	1,489.79
GOLDING, JOYCE M.	1,059.15	ORBAN, BARBARA K.	1,297.75
DEROSIA, PATRICIA E.	880.34	TRAEGER, JASON A.	1,112.49
DOYLE, ANNE E.	1,385.05	WARNER, JANINE M.	1,079.60
LOY, EVELYN R.	1,017.73	EVANS JR, HALBERT K.	1,442.49
KLOOSTER, ALIDA K.	1,675.15	GODDARD, RYAN D.	884.99
GOLOVICH, KAREN J.	900.06	JOHNSON, KYLE W.	680.13
SPENCER, MICHAEL D.	2,457.72	BINGHAM, LARRY E.	820.38
SPENCLEY, PATRICIA L.	1,324.10	VANLOO, JORDAN C.	630.43
PANOFF, ZACHARY R.	626.91	TELGENHOF, WILL G.	528.09
MILLER, FAITH G.	79.58	GREYERBIEHL, KELLY M.	557.33
LEESE, MERRI C.	209.16	ROLOFF, ROBERT P.	2,381.20
MCGINN, KELLY A.	1,603.54	RILEY, DENISE M.	467.76
DOAN, GERARD P.	1,556.74	LOPER II, GARY D.	320.66
SHRIFT, PETER R.	1,163.01	TEUNIS, STEVEN L.	1,681.69
SCHLAPPI, JAMES L.	1,127.75	WURST, RANDALL W.	1,451.66

MAYER, SHELLEY L.	1,815.46	HEID, THOMAS J	1,252.44
HILLING, NICHOLAS A.	1,531.73	STEIN, DONNA E.	260.29
MEIER III, CHARLES A.	1,864.75	BOOTHE, STEVEN A.	256.29
ZACHARIAS, STEVEN B.	1,599.12	GRUNCH, RONALD J.	65.48
BUTLER, SEAN C.	645.43	RYPSTRA III, BART	326.77
NISWANDER, JOSEPH F.	1,581.67	DAVIS, RONALD L.	255.71
EATON, BRAD A.	2,081.69	MACLEOD, SAMUEL R.	378.02
WILSON, TIMOTHY J.	2,597.34	DAKROUB, JOSEPH E.	252.85
LAVOIE, RICHARD L.	1,868.10	MASSON, DONALD J.	152.56
STEVENS, BRANDON C.	1,676.32	MYER, ELIZABETH A.	1,850.80
DRAVES, MARTIN J.	1,957.10	VANLOO, JOSEPH G.	764.35
BROWN, STEPHANIE C.	1,028.57	WYMAN, MATTHEW A.	955.66
ELLIOTT, PATRICK M.	1,762.40	SCHRADER, LOU ANN	531.40
SCHWARTZFISHER, JOSEPH L.	1,174.94	SCHWAGER, EDWARD J.	832.97
WELLS JR., DONALD E.	1,455.98	BOSS, RYDER S.	986.11
BRADLEY, KELLY R.	1,379.41	RILEY, CASEY W.	64.54
HART II, DELBERT W.	667.64	JONES, LARRY M.	208.47
JONES, ROBERT F.	1,236.72	RILEY, DANIEL A.	253.47
DORAN, JUSTIN J.	1,542.83	LALEWICZ, AMELIA	46.17
MANKER JR, DAVID W.	493.95	GERBER, SAMUEL A.	46.17
MANKER SR, DAVID W.	609.28	KLOOSTER, PATRICK H.	682.84
NEUMANN, DANA L.	461.16	LABELLE, DAVIS B.	521.15
BECKER, MICHAEL S.	626.94	KLINGER, LUCAS D.	431.91
SHEPARD, ZACHARY N.	447.35	SPEGELE, GREYSON H.	586.95
HAWKINS, JAMES S.	183.77	GREENE, GLORIA C.	528.09
MCGHEE, ROBERT R.	1,074.06	KLINGER, BRADLEY W.	241.20
STANTS, JACOB W.	521.69	DAVIS, LEAH R.	528.09
BLOOMER, GABRIELLE J.	560.30	SWEM, DONALD L.	1,808.24
MCCLANATHAN, BRANDON R.	529.96	WHITLEY, ANDREW T.	1,605.74
KIRINOVIC, THOMAS F.	589.18	MORRISON, KEVIN P.	1,238.20
STEBE, LAURA A.	169.35	HODGE, MICHAEL J.	1,330.32
FORRESTER, KATHERINE A.	509.43	JOHNSON, STEVEN P.	1,259.65
AMSTUTZ, LINDA J.	991.91	BISHAW, JAMES H.	744.46
DUTCHER, ROBERT G.	233.47	HERRIMAN, COBY M.	448.87
SABSOOK, SARA E.	480.82	HINDLE, LYDIA R.	389.98
BROSIO, VALERIE L.	634.09	MACGILLIVRAY, RAYMOND L.	570.12
RUDOLPH, TRISTAN M.	781.80	HALL, CHASE D.	579.25
GOLOVICH, SAWYER P.	681.01	PETERS, MEGAN M.	610.32
ECKHARDT, LOGAN R.	145.29	CURTIS, DENNIS E.	879.97
WEBB, MICHAEL B.	210.05	GILL, DAVID R.	1,052.76
PARKER-DROST, HERO	518.76	TODD, RICHARD D.	281.57
HOLECHECK, JENNACA R.	552.40	STEVENS, JEFFREY W.	270.84
WELLS, IVY L.	579.80		
ROCKAFELLOW, SARAH C.	437.38	TOTAL	108,131.98

PAYROLL: TRANSMITTAL - 08/14/2015

4FRONT CREDIT UNION	218.46	COMMUNICATION WORKERS OF AMER	477.94
AMERICAN FAMILY LIFE	145.20	MI STATE DISBURSEMENT UNIT	401.83
AMERICAN FAMILY LIFE	271.20	POLICE OFFICERS LABOR COUNCIL	245.00
CHAR EM UNITED WAY	32.00	PRIORITY HEALTH	1,610.86
CHARLEVOIX STATE BANK	1,021.16		
CHEMICAL BANK	150.00	TOTAL	4,573.65

Check Number	Payee	Amount
08/13/2015		
114210	ROLOFF, WILLIAM E.	350.00
114211	THE COOKIES ENTERTAINMENT LLC	1,700.00
Total 08/13/2015:		2,050.00
Grand Totals:		2,050.00

Summary of Check Registers & ACH Payments

FIRSTMERIT BANK - CHECKS ISSUED

08/13/15 Special Accounts Payable Run	\$	2,050.00
08/20/15 Special Accounts Payable Run	\$	547,653.20
08/27/15 Special Accounts Payable Run	\$	1,000.00
08/28/15 Payroll	\$	122,213.34
08/28/15 Payroll Transmittal Checks	\$	4,328.65
09/09/15 Regular Accounts Payable	\$	563,189.75
Checks Sub-Total:	\$	1,240,434.94

FIRSTMERIT BANK - ACH PAYMENTS

08/17/15 MI Public Power Agency	\$	43,670.44
08/19/15 DTE Energy	\$	2,552.91
08/24/15 MI Public Power Agency	\$	17,317.49
08/25/15 MI Public Power Agency	\$	297,257.42
08/28/15 IRS (Payroll Tax Deposit)	\$	45,155.46
08/28/15 Alerus Financial (HCSP)	\$	420.00
08/28/15 State of MI (Withholding Tax)	\$	6,640.52
08/28/15 Vantagepoint (401 ICMA Plan)	\$	686.22
08/28/15 Vantagepoint (457 ICMA Plan)	\$	13,439.63
08/28/15 MERS (Defined Benefit Plan)	\$	25,865.21
08/31/15 MI Public Power Agency	\$	25,173.54
ACH Sub-Total:	\$	477,978.84

First Merit Bank Total: \$ 1,718,413.78

CHARLEVOIX STATE BANK - CHECKS ISSUED

(PROPERTY TAX DISBURSEMENT TO VARIOUS TAXING AUTHORITIES)

09/09/15 Tax Disbursement	\$	4,372,299.79
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Charlevoix State Bank Total: \$ 4,372,299.79

Grand Total: \$ 6,090,713.57

APPROVED:


CITY MANAGER


CITY TREASURER


CITY CLERK

M = Manual Check, V = Void Check

Check Number	Payee	Amount
08/20/2015		
114212	AT&T	2,198.80
114213	AT&T MOBILITY	74.19
114214	BROOKS, DANIEL	1,000.00
114215	CHARLEVOIX STATE BANK	2,716.56
114216	DELTA DENTAL	4,505.40
114217	DEVERE CONSTRUCTION COMPANY	440,284.24
114218	GREAT LAKES ENERGY	191.30
114219	METLIFE SMALL BUSINESS CENTER	780.90
114220	PREIN & NEWHOF	51,873.91
114221	PRIORITY HEALTH	43,311.72
114222	STATE OF MICHIGAN	140.00
114223	VERIZON WIRELESS	56.72
114224	VISION SERVICE PLAN	519.46
Total 08/20/2015:		<u>547,653.20</u>
Grand Totals:		<u><u>547,653.20</u></u>

Check Number	Payee	Amount
08/27/2015		
114259	NESSA	1,000.00
Total 08/27/2015:		1,000.00
Grand Totals:		1,000.00

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
08/22/2015	PC	08/28/2015	19965	WELLER, LINDA JO	101		1,620.71
08/22/2015	PC	08/28/2015	19966	HEYDLAUFF, MARK L.	102		2,150.21
08/22/2015	PC	08/28/2015	19967	GOLDING, JOYCE M.	106		1,059.15
08/22/2015	PC	08/28/2015	19968	DEROSIA, PATRICIA E.	107		880.34
08/22/2015	PC	08/28/2015	19969	DOYLE, ANNE E.	108		1,385.05
08/22/2015	PC	08/28/2015	19970	LOY, EVELYN R.	117		1,017.73
08/22/2015	PC	08/28/2015	19971	KLOOSTER, ALIDA K.	121		1,447.08
08/22/2015	PC	08/28/2015	19972	GOLOVICH, KAREN J.	122		912.70
08/22/2015	PC	08/28/2015	19973	SPENCER, MICHAEL D.	132		2,238.33
08/22/2015	PC	08/28/2015	19974	SPENCLEY, PATRICIA L.	136		1,304.92
08/22/2015	PC	08/28/2015	19975	PANOFF, ZACHARY R.	141		626.91
08/22/2015	PC	08/28/2015	19976	MILLER, FAITH G.	142		124.73
08/22/2015	PC	08/28/2015	19977	LEESE, MERRI C.	145		240.01
08/22/2015	PC	08/28/2015	19978	MCGINN, KELLY A.	146		1,681.11
08/22/2015	PC	08/28/2015	19979	DOAN, GERARD P.	201		1,556.74
08/22/2015	PC	08/28/2015	19980	SHRIFT, PETER R.	203		1,131.51
08/22/2015	PC	08/28/2015	19981	SCHLAPPI, JAMES L.	204		1,113.24
08/22/2015	PC	08/28/2015	19982	UMULIS, MATTHEW T.	205		1,268.03
08/22/2015	PC	08/28/2015	19983	HANKINS, SCOTT A.	208		1,516.78
08/22/2015	PC	08/28/2015	19984	ORBAN, BARBARA K.	209		1,303.80
08/22/2015	PC	08/28/2015	19985	TRAEGER, JASON A.	210		1,205.10
08/22/2015	PC	08/28/2015	19986	WARNER, JANINE M.	213		851.52
08/22/2015	PC	08/28/2015	19987	EVANS JR, HALBERT K.	214		1,442.49
08/22/2015	PC	08/28/2015	19988	GODDARD, RYAN D.	221		884.99
08/22/2015	PC	08/28/2015	19989	JOHNSON, KYLE W.	223		732.77
08/22/2015	PC	08/28/2015	19990	BINGHAM, LARRY E.	224		820.38
08/22/2015	PC	08/28/2015	19991	VANLOO, JORDAN C.	239		563.00
08/22/2015	PC	08/28/2015	19992	TELGENHOF, WILL G.	246		528.09
08/22/2015	PC	08/28/2015	19993	GREYERBIEHL, KELLY M.	260		399.43
08/22/2015	PC	08/28/2015	19994	ROLOFF, ROBERT P.	304		5,020.57
08/22/2015	PC	08/28/2015	19995	RILEY, DENISE M.	306		414.34
08/22/2015	PC	08/28/2015	19996	LOPER II, GARY D.	308		1,881.75
08/22/2015	PC	08/28/2015	19997	TEUNIS, STEVEN L.	402		1,681.68
08/22/2015	PC	08/28/2015	19998	WURST, RANDALL W.	411		1,593.06
08/22/2015	PC	08/28/2015	19999	MAYER, SHELLEY L.	412		1,391.69
08/22/2015	PC	08/28/2015	20000	HILLING, NICHOLAS A.	413		1,535.76
08/22/2015	PC	08/28/2015	20001	MEIER III, CHARLES A.	421		1,727.80
08/22/2015	PC	08/28/2015	20002	ZACHARIAS, STEVEN B.	422		1,653.08
08/22/2015	PC	08/28/2015	20003	BUTLER, SEAN C.	460		506.53
08/22/2015	PC	08/28/2015	20004	NISWANDER, JOSEPH F.	504		1,296.53
08/22/2015	PC	08/28/2015	20005	EATON, BRAD A.	515		1,718.43
08/22/2015	PC	08/28/2015	20006	WILSON, TIMOTHY J.	516		1,962.00
08/22/2015	PC	08/28/2015	20007	LAVOIE, RICHARD L.	519		2,014.82
08/22/2015	PC	08/28/2015	20008	STEVENS, BRANDON C.	521		1,766.46
08/22/2015	PC	08/28/2015	20009	DRAVES, MARTIN J.	523		1,640.85
08/22/2015	PC	08/28/2015	20010	BROWN, STEPHANIE C.	524		1,023.65
08/22/2015	PC	08/28/2015	20011	ELLIOTT, PATRICK M.	600		1,762.40
08/22/2015	PC	08/28/2015	20012	SCHWARTZFISHER, JOS	603		1,536.68
08/22/2015	PC	08/28/2015	20013	WELLS JR., DONALD E.	609		1,520.62
08/22/2015	PC	08/28/2015	20014	BRADLEY, KELLY R.	614		1,393.09
08/22/2015	PC	08/28/2015	20015	HART II, DELBERT W.	616		692.05
08/22/2015	PC	08/28/2015	20016	JONES, ROBERT F.	618		1,478.99
08/22/2015	PC	08/28/2015	20017	DORAN, JUSTIN J.	621		1,242.53
08/22/2015	PC	08/28/2015	20018	MANKER JR, DAVID W.	638		468.37
08/22/2015	PC	08/28/2015	20019	MANKER SR, DAVID W.	639		685.32
08/22/2015	PC	08/28/2015	20020	NEUMANN, DANA L.	640		417.98
08/22/2015	PC	08/28/2015	20021	BECKER, MICHAEL S.	641		624.27

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
08/22/2015	PC	08/28/2015	20022	SHEPARD, ZACHARY N.	656		541.11
08/22/2015	PC	08/28/2015	20023	MCGHEE, ROBERT R.	663		1,038.32
08/22/2015	PC	08/28/2015	20024	STANTS, JACOB W.	664		306.42
08/22/2015	PC	08/28/2015	20025	BLOOMER, GABRIELLE J.	665		507.00
08/22/2015	PC	08/28/2015	20026	MCCLANATHAN, BRAND	666		459.97
08/22/2015	PC	08/28/2015	20027	KIRINOVIC, THOMAS F.	700		651.19
08/22/2015	PC	08/28/2015	20028	FORRESTER, KATHERIN	704		544.88
08/22/2015	PC	08/28/2015	20029	AMSTUTZ, LINDA J.	706		570.46
08/22/2015	PC	08/28/2015	20030	DUTCHER, ROBERT G.	710		110.13
08/22/2015	PC	08/28/2015	20031	SABSOOK, SARA E.	721		218.90
08/22/2015	PC	08/28/2015	20032	BROSIO, VALERIE L.	722		334.92
08/22/2015	PC	08/28/2015	20033	GOLOVICH, SAWYER P.	759		441.24
08/22/2015	PC	08/28/2015	20034	WEBB, MICHAEL B.	773		48.48
08/22/2015	PC	08/28/2015	20035	PARKER-DROST, HERO	775		271.06
08/22/2015	PC	08/28/2015	20036	HOLECHECK, JENNACA	777		297.04
08/22/2015	PC	08/28/2015	20037	WELLS, IVY L.	781		351.51
08/22/2015	PC	08/28/2015	20038	ROCKAFELLOW, SARAH	782		238.23
08/22/2015	PC	08/28/2015	20039	HEID, THOMAS J	802		1,252.44
08/22/2015	PC	08/28/2015	20040	STEIN, DONNA E.	830		339.65
08/22/2015	PC	08/28/2015	20041	BOOTHE, STEVEN A.	832		293.87
08/22/2015	PC	08/28/2015	20042	RYPSTRA III, BART	852		210.86
08/22/2015	PC	08/28/2015	20043	DAVIS, RONALD L.	853		156.32
08/22/2015	PC	08/28/2015	20044	MACLEOD, SAMUEL R.	857		408.38
08/22/2015	PC	08/28/2015	20045	DAKROUB, JOSEPH E.	860		450.13
08/22/2015	PC	08/28/2015	20046	MASSON, DONALD J.	861		121.67
08/22/2015	PC	08/28/2015	20047	MYER, ELIZABETH A.	900		1,677.54
08/22/2015	PC	08/28/2015	20048	VANLOO, JOSEPH G.	902		1,010.21
08/22/2015	PC	08/28/2015	20049	WYMAN, MATTHEW A.	927		1,158.03
08/22/2015	PC	08/28/2015	20050	SCHRADER, LOU ANN	929		711.04
08/22/2015	PC	08/28/2015	20051	BOSS, RYDER S.	932		1,117.69
08/22/2015	PC	08/28/2015	20052	MILLER, WILLIAM S.	933		594.62
08/22/2015	PC	08/28/2015	20053	FUNKEY, KRAIG R.	1034		145.45
08/22/2015	PC	08/28/2015	20054	MEGGISON, JERRY B.	1036		378.39
08/22/2015	PC	08/28/2015	20055	RILEY, CASEY W.	1052		746.41
08/22/2015	PC	08/28/2015	20056	THORMAN, MIKAYLA R.	1055		969.97
08/22/2015	PC	08/28/2015	20057	JONES, LARRY M.	1057		1,801.07
08/22/2015	PC	08/28/2015	20058	WILLSON, BRENDA R.	1059		938.57
08/22/2015	PC	08/28/2015	20059	OCHS, THOMAS F	1068		159.30
08/22/2015	PC	08/28/2015	20060	TRAVERS, MANUEL J.	1071		1,287.83
08/22/2015	PC	08/28/2015	20061	RILEY, DANIEL A.	1079		1,999.95
08/22/2015	PC	08/28/2015	114225	KLOOSTER, PATRICK H.	216		682.84
08/22/2015	PC	08/28/2015	114226	LABELLE, DAVIS B.	234		586.95
08/22/2015	PC	08/28/2015	114227	KLINGER, LUCAS D.	235		501.47
08/22/2015	PC	08/28/2015	114228	SPEGELE, GREYSON H.	237		586.95
08/22/2015	PC	08/28/2015	114229	GREENE, GLORIA C.	243		528.09
08/22/2015	PC	08/28/2015	114230	KLINGER, BRADLEY W.	244		247.83
08/22/2015	PC	08/28/2015	114231	DAVIS, LEAH R.	245		385.17
08/22/2015	PC	08/28/2015	114232	SWEM, DONALD L.	512		1,808.24
08/22/2015	PC	08/28/2015	114233	WHITLEY, ANDREW T.	522		1,451.11
08/22/2015	PC	08/28/2015	114234	MORRISON, KEVIN P.	601		901.87
08/22/2015	PC	08/28/2015	114235	HODGE, MICHAEL J.	606		1,270.62
08/22/2015	PC	08/28/2015	114236	JOHNSON, STEVEN P.	617		1,125.98
08/22/2015	PC	08/28/2015	114237	BISHAW, JAMES H.	633		618.91
08/22/2015	PC	08/28/2015	114238	HERRIMAN, COBY M.	654		524.98
08/22/2015	PC	08/28/2015	114239	HINDLE, LYDIA R.	667		365.82
08/22/2015	PC	08/28/2015	114240	MACGILLIVRAY, RAYMO	720		190.43
08/22/2015	PC	08/28/2015	114241	HALL, CHASE D.	726		317.34

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
08/22/2015	PC	08/28/2015	114242	PETERS, MEGAN M.	738		327.10
08/22/2015	PC	08/28/2015	114243	CURTIS, DENNIS E.	831		879.97
08/22/2015	PC	08/28/2015	114244	GILL, DAVID R.	856		1,097.99
08/22/2015	PC	08/28/2015	114245	TODD, RICHARD D.	859		338.62
08/22/2015	PC	08/28/2015	114246	STEVENS, JEFFREY W.	1028		1,108.13
08/22/2015	PC	08/28/2015	114247	ROLOFF, AUDREY M.	1037		4,668.77
08/22/2015	PC	08/28/2015	114248	MATTER, DAWSON K.	1038		4,016.79
08/22/2015	PC	08/28/2015	114249	SCOTT JR., WINFIELD	1072		136.55
08/22/2015	PC	08/28/2015	114250	KITELEY, FISHER L.	1074		26.42
Grand Totals:			123				122,213.34

dm

Report Criteria:

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

Pay Period Date	Check Issue Date	Check Number	Payee	Emp ID	Description	Amount
08/22/2015	08/28/2015	114251	4FRONT CREDIT UNION	9024	HSA-EMPLOYEE CONTRIB-4FR	218.46
08/22/2015	08/28/2015	114252	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-POST	145.20
08/22/2015	08/28/2015	114252	AMERICAN FAMILY LIFE	9011	AMERICAN FAMILY LIFE-PRETA	271.20
08/22/2015	08/28/2015	114253	CHAR EM UNITED WAY	9009	UNITED WAY Pay Period: 8/22/2	32.00
08/22/2015	08/28/2015	114254	CHARLEVOIX STATE BA	9017	HSA - EMPLOYEE CONTRIB - C	1,021.16
08/22/2015	08/28/2015	114255	CHEMICAL BANK	9018	HSA - EMPLOYEE CONTRIB - C	150.00
08/22/2015	08/28/2015	114256	COMMUNICATION WORK	9004	CWA UNION DUES Pay Period:	477.94
08/22/2015	08/28/2015	114257	MI STATE DISBURSEME	9012	FRIEND OF THE COURT Pay P	401.83
08/22/2015	08/28/2015	114258	PRIORITY HEALTH	392358	PRIORITY HEALTH Pay Period:	1,610.86
Grand Totals:						9 4,328.65

dm

Check Number	Payee	Amount
09/09/2015		
114260	ABRAMOWSKI, DWAIN M.	25.00
114261	AIRGAS USA LLC	1,285.39
114262	ALL-PHASE ELECTRIC SUPPLY CO.	603.43
114263	AMERICAN SAFETY UTILITY CORP	1,790.82
114264	AMERICAN WASTE INC.	2,671.16
114265	AMSTUTZ, LINDA	55.05
114266	ARROW UNIFORM-TAYLOR L.L.C.	1,278.95
114267	AT&T LONG DISTANCE	171.34
114268	AVFUEL CORPORATION	78,907.85
114269	BERG, REBECCA	346.00
114270	BIOMEDICAL SOLUTIONS	425.00
114271	BLACK PEARL PLATINUM BRAND	20.00
114272	BLOW, WARNER	738.63
114273	BLUETARP FINANCIAL	192.98
114274	BOSS, LINDA K.	725.00
114275	BROWN, STEPHANIE	264.75
114276	BUDAY'S SOUND ADVICE	3,673.81
114277	CCP INDUSTRIES INC	573.44
114278	CENTRAL DRUG STORE	62.28
114279	CHAPMAN, DANIEL	100.00
114280	CHARLEVOIX LITTLE LEAGUE	3,606.10
114281	CHARLEVOIX PARTNERS FOR YOUT	3,018.05
114282	CHARLEVOIX RAYDER FOOTBALL	408.46
114283	CHARLEVOIX SCREEN MASTERS INC	334.50
114284	CHARLEVOIX TOWNSHIP	15.00
114285	CHEMICAL SYSTEMS INC.	1,872.00
114286	CHEMSEARCH	345.56
114287	CHESAPEAKE GROUP INC.	5,500.00
114288	CITY OF CHARLEVOIX - MISC	6,430.51
114289	CITY OF CHARLEVOIX - UTILITIES	40,912.99
114290	COAST TO COAST COMPUTER	419.00
114291	COOK FAMILY FARMS	122.00
114292	COOK, MIKE	195.00
114293	COOK, RON	50.00
114294	COVEYOU FARMS LLC	179.00
114295	CROSSROADS MOBILE MAINTENANC	1,081.74
114296	CUMMINS BRIDGEWAY LLC	44.03
114297	DENBOER, MARK	201.09
114298	DeROSIA, PATTY	41.00
114299	DHASELEER, CARL	90.00
114300	DITCH WITCH SALES OF MICHIGAN	1,670.98
114301	DOAN, GERARD	41.00
114302	DOYLE, ANNIE	41.00
114303	DRAVES, MARTIN J.	100.96
114304	EJ USA INC.	2,459.76
114305	ELHORN ENGINEERING COMPANY	856.00
114306	ELLIOTT, PATRICK M.	41.00
114307	ELLSWORTH FARMER'S EXCHANGE	474.00

Check Number	Payee	Amount
114308	EMERGENCY MEDICAL PRODUCTS I	196.50
114309	EMSHWILLER, ERIC	18.00
114310	ETNA SUPPLY	4,955.30
114311	EVANS, HAL	41.00
114312	FARMER WHITE'S	249.00
114313	FASTENAL COMPANY	45.25
114314	FERGUSON & CHAMBERLAIN	480.00
114315	FISHER SCIENTIFIC	554.56
114316	FLETCH'S	60.62
114317	FRANCIS, CATHERINE	14.00
114318	GERBER HOMEMADE SWEETS	102.00
114319	GOLDING, JOYCE	41.00
114320	GOLF ASSOCIATION OF MICHIGAN	180.00
114321	GRAND RAPIDS METROLOGY	1,948.53
114322	GREAT LAKES PIPE & SUPPLY	623.37
114323	GRIFFIN BEVERAGE CO	24.50
114324	GRP ENGINEERING INC.	2,154.83
114325	GUNTZVILLER, RHONDA	332.00
114326	HACH COMPANY	78.85
114327	HAND, DONALD	107.45
114328	HANKINS, SCOTT	41.00
114329	HARWOOD GOLD	87.00
114330	HEID, THOMAS J.	41.00
114331	HEP'S HOMEBAKED GRANOLA	55.00
114332	HEYDLAUFF, MARK L	41.00
114333	HOLIDAY COMPANIES	7,456.10
114334	HYDE SERVICES LLC	569.66
114335	HYDRODYNAMICS INC.	4,416.40
114336	IDEXX DISTRIBUTION INC.	1,249.03
114337	INDEPENDENT DRAFTING SERVICES	1,995.00
114338	INTERWATER FARMS INC	561.00
114339	KIRINOVIC, THOMAS	41.00
114340	KLOOSTER, ALIDA K.	41.00
114341	KMart	540.99
114342	KSS ENTERPRISES	1,229.56
114343	LAKESHORE TIRE & AUTO SERVICE	169.00
114344	LAVANWAY, PHILLIP	238.00
114345	LEESE, M. CHRIS	11.96
114346	LOTTIE'S BAGELS	181.00
114347	LUNDTEIGEN, GUNNAR	2,072.87
114348	MAILLOUX, MICHELLE	110.00
114349	MATYE, ELIZABETH	193.40
114350	MCCARDEL CULLIGAN-PETOSKEY	100.00
114351	McGINN, KELLY	41.00
114352	MDC CONTRACTING LLC	81,813.60
114353	MICHAEL'S LOCKSMITH SERVICE	86.00
114354	MICHIGAN CROSSROADS COUNCIL	165.00
114355	MICHIGAN MUSHROOM MARKET LLC	81.00
114356	MICHIGAN WATER ENV ASSOC	250.00

Check Number	Payee	Amount
114357	MYER, ELIZABETH A.	230.68
114358	NORTHERN A-1 ENVIRONMENTAL SE	467.66
114359	NORTHERN CREDIT BUREAU	181.90
114360	NORTHERN FIRE & SAFETY INC.	502.00
114361	NORTHERN PUMP & WELL	1,200.00
114362	NORTHWEST HYDRAULICS & ENGRG	712.53
114363	OLSON BZDOK & HOWARD	2,612.34
114364	OUDBIER INSTRUMENT CO	222.15
114365	PANOFF, ZACH	155.25
114366	PERFORMANCE ENGINEERS INC	7,853.50
114367	POLYDYNE INC	379.50
114368	POND HILL FARM LLC	97.00
114369	POWER LINE SUPPLY	4,188.66
114370	PREFERRED WASTE 2 LLC	960.00
114371	PREIN & NEWHOF	2,527.50
114372	PRIORITY HEALTH MANAGED BENEFI	241.53
114373	PVS TECHNOLOGIES INC	6,430.70
114374	RAYDER SOCCER	1,642.37
114375	RIZE, KEVIN N.	300.00
114376	ROAD WEASEL ENTERPRISES LLC	12.00
114377	ROBINSON, DAVID	22.00
114378	ROBINSON, SARAH	1.58
114379	ROLOFF, ROBERT	198.98
114380	RTI LABORATORIES INC.	243.00
114381	RUSTIC BAKER	52.00
114382	S.A. MORMAN & CO.	66.48
114383	SCHMUCKAL OIL CO	657.60
114384	SEARS COMMERCIAL ONE	193.48
114385	SECURITY SANITATION INC.	380.00
114386	SEELEY'S PRINTING SERVICE	267.52
114387	SHINDORF BUILDERS	135.00
114388	SHORELINE POWER SERVICES INC.	3,741.14
114389	SIEGRIST, DAVID	34.00
114390	SITE PLANNING DEVELOPMENT INC	252.00
114391	SOS ANALYTICAL	533.00
114392	SPARTAN DISTRIBUTORS INC	1,350.55
114393	SPENCER, MICHAEL	109.25
114394	STATE OF MICHIGAN	345.00
114395	STATE OF MICHIGAN	388.00
114396	STATE OF MICHIGAN	168,041.47
114397	STATE OF MICHIGAN	30.00
114398	STEVENS, BRANDON	52.00
114399	STEVENS, JEFF	359.20
114400	STRIKER SUPPLY	120.00
114401	SUNFLOWER STAND, THE	86.00
114402	SUPERIOR MECHANICAL	643.13
114403	SWEM, DONALD L.	41.00
114404	SWIDORSKI, RAYMOND	66.00
114405	TAYLOR RENTAL	31.44

Check Number	Payee	Amount
114406	TERMINAL SUPPLY CO	222.58
114407	TEUNIS, STEVEN	41.00
114408	THE BANK OF NEW YORK MELLON N.	49,529.53
114409	TIMMS, ROBERT	483.00
114410	TRUCK & TRAILER SPECIALTIES	11,724.00
114411	TWO ACRE FARM LLC	282.00
114412	UP NORTH PROPERTY SERVICES LL	6,713.00
114413	UPPER CASE PRINTING INK.	547.20
114414	USA BLUE BOOK	80.14
114415	VERVILLE-PELOQUIN, JADE	6.21
114416	VILLAGE GRAPHICS INC.	159.95
114417	WAGNER, JODI	253.00
114418	WALGREEN CO & HONIGMAN, MILLE	1,533.54
114419	WARNER, JANINE	55.58
114420	WASHBURNE, BRENDA	102.00
114421	WELLER, LINDA	41.00
114422	WHITLEY, ANDREW	52.00
114423	WILHELM, JEFF	61.00
114424	WITTHOEFT, JULIE	46.06
114425	WORK & PLAY SHOP	1,311.93
114426	WYMAN, MATTHEW A.	41.00
Total 09/09/2015:		563,189.75
Grand Totals:		563,189.75

Check Number	Payee	Amount
08/17/2015		
81715001	MICHIGAN PUBLIC POWER AGENCY	43,670.44
Total 08/17/2015:		43,670.44
Grand Totals:		43,670.44

Check Number	Payee	Amount
08/19/2015		
81915001	DTE ENERGY	2,552.91
Total 08/19/2015:		2,552.91
Grand Totals:		2,552.91

Check Number	Payee	Amount
08/24/2015		
82415001	MICHIGAN PUBLIC POWER AGENCY	17,317.49
Total 08/24/2015:		17,317.49
Grand Totals:		<u>17,317.49</u>

Check Number	Payee	Amount
08/25/2015		
82515001	MICHIGAN PUBLIC POWER AGENCY	297,257.42
Total 08/25/2015:		297,257.42
Grand Totals:		297,257.42

Check Issue Date	Check Number	Payee	Amount
82815001			
08/28/2015	82815001	**EFTPS* Payroll Taxes	11,006.46
08/28/2015	82815001	**EFTPS* Payroll Taxes	11,006.46
08/28/2015	82815001	**EFTPS* Payroll Taxes	2,574.07
08/28/2015	82815001	**EFTPS* Payroll Taxes	2,574.07
08/28/2015	82815001	**EFTPS* Payroll Taxes	17,994.40
Total 82815001:			
	5		45,155.46
82815002			
08/28/2015	82815002	Alerus Financial	420.00
Total 82815002:			
	1		420.00
82815003			
08/28/2015	82815003	STATE OF MICHIGAN	6,640.52
Total 82815003:			
	1		6,640.52
82815004			
08/28/2015	82815004	Vantagepoint - 401 Plan 109153	686.22
Total 82815004:			
	1		686.22
82815005			
08/28/2015	82815005	Vantagepoint - 457 Plan 300959	5,523.58
08/28/2015	82815005	Vantagepoint - 457 Plan 300959	324.05
08/28/2015	82815005	Vantagepoint - 457 Plan 300959	1,833.77
08/28/2015	82815005	Vantagepoint - 457 Plan 300959	5,758.23
Total 82815005:			
	4		13,439.63
Grand Totals:			
	12		66,341.83

Check Number	Payee	Amount
08/28/2015		
82815006	MERS	25,665.21
Total 08/28/2015:		25,665.21
Grand Totals:		25,665.21

Check Number	Payee	Amount
08/31/2015		
83115001	MICHIGAN PUBLIC POWER AGENCY	25,173.54
Total 08/31/2015:		25,173.54
Grand Totals:		25,173.54

Check Number	Payee	Amount
09/09/2015		
2563	CHARLEVOIX COUNTY TREASURER	1,122.33
2564	CHARLEVOIX COUNTY TREASURER	1,213,496.18
2565	CHARLEVOIX COUNTY TREASURER	816.25
2566	CHARLEVOIX DISTRICT LIBRARY	310.50
2567	CHARLEVOIX PUBLIC SCHOOLS	1,396,129.69
2568	CHARLEVOIX PUBLIC SCHOOLS	216,729.48
2569	CHARLEVOIX PUBLIC SCHOOLS	10,260.93
2570	CHARLEVOIX PUBLIC SCHOOLS	105,509.93
2571	CHARLEVOIX PUBLIC SCHOOLS	22,809.75
2572	CHARLEVOIX STATE BANK	7,243.08
2573	CHEMICAL BANK	4,072.55
2574	CITY OF CHARLEVOIX - TAXES DUE	1,393,712.81
2575	MARQUARDT, FRANK & SANDY	30.00
2576	RECREATIONAL AUTHORITY	56.31
Total 09/09/2015:		<u>4,372,299.79</u>
Grand Totals:		<u><u>4,372,299.79</u></u>

CHECKS DRAWN ON CHARLEVOIX STATE BANK ACCOUNT

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Renew Agreement with DC Assessing

DATE: September 8, 2015

PRESENTED BY: Mark L. Heydlauff, City Manager

ATTACHMENTS: DC Assessing Contract

BACKGROUND INFORMATION:

As you may know, Deb Chavez of DC Assessing serves as our Assessor. Charlevoix, Boyne City, and East Jordan each have a contract with her and we coordinate her schedule between the three communities. My colleagues in both Boyne City and East Jordan would like to renew her agreement and I concur. She has agreed to keep her fees flat (staying at the current \$52,453) and to assist with a new form required by the Michigan Department of the Treasury. I believe the new three year agreement is in the City's best interest.

RECOMMENDATION:

Approve the contract renewal with DC Assessing and direct City Staff to finalize the agreement for signatures by the Mayor and Clerk.

AGREEMENT FOR ASSESSING SERVICES

THIS AGREEMENT is effective the 1ST day of September, 2012 between the City of Charlevoix, a municipal corporation, whose address is 210 State Street, Charlevoix, Michigan 49720 ("City") and DC Assessing Services, a Michigan limited liability company, whose address is 50 N. Rusch Road, Traverse City, MI 49696 (the Company), and Debra L. Chavez individually, whose address is 50 N. Rusch Road, Traverse City, MI 49696 (Employee).

Recitals

- A. The City desires to engage the services of the Company to perform City property assessment services in full compliance with Michigan law.
- B. The City desires to employ on a part-time basis Employee as the Assessor of the City of Charlevoix. Assessor to perform the duties specified in this Agreement.
- C. Employee and the Company have the time, skills, and desire to perform City property assessment duties under the terms and conditions of this Agreement.
- D. The parties, therefore, desire to specify their respective rights and obligations in this Agreement.

Agreement

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

- 1. **Engagement of Services and Termination.** The City hereby contracts with the Company to perform property assessing services for the City of Charlevoix under the terms and conditions of this Agreement. This Agreement may be terminated by either the City or the Company with or without cause at any time.
- 2. **Contractor Duties.** The Company hereby designates Debra L. Chavez as the individual to perform the assessing services contemplated under this Agreement on behalf of the Company (collectively the Company), who shall devote her best efforts when performing the property assessing services under this Agreement, including but not limited to the following:
 - a. The Company shall be supervised by Employee during the term of this Agreement.
 - b. Attempt to meet the State Tax Commission's recommendation to annually re-appraise 20% of the real properties of each class including new photography and apex drawings of land and buildings. Provide status report each year of re-appraisal progress.
 - c. The Company shall be available for conferences during the time when the assessment change notices are sent out, prior to the Board of Review meetings,

and occasionally, at other times when the need arises. The Company shall check phone messages regularly and handle such calls on a timely basis.

- d. The Company shall use the State Assessor Manual as a guideline when assessing.
- e. The Company shall maintain a Level III Assessor's certification at the sole expense of the Company. Provided, however, classes and seminars requested by the City shall be at the City's expense.
- f. The Company shall consult with the Charlevoix County Equalization Director to establish a tax base so as to avoid the levy of a factor by the Charlevoix County Equalization Director or the State.
- g. The Company shall in conjunction with Employee maintain all records at the Charlevoix City Hall and shall keep all records up to date and have them available for inspection at all times. No records shall be removed from the City Hall without approval of the City Manager. Upon the expiration or termination of this Agreement, the Company will deliver all materials, files, and records pertaining to property assessments within thirty (30) days to the City Manager.
- h. The Company shall annually maintain land value rates and economic condition factors for all property in the City of Charlevoix.
- i. The Company shall prepare all splits and combinations of property.
- j. The Company shall process all deeds for sales studies and make necessary changes on assessment records.
- k. The Company shall work appraisals on, and therefore assess new construction subject to ad valorem taxation within the City.
- l. The Company shall process all personal property statements and audits, if any, pertaining to the same.
- m. The Company shall notify, by First Class Mail, any and all taxpayers whose assessment on taxable valuation has been increased over the previous year. This is to be done at least ten (10) calendar days prior to the March Board of Review. Mailing costs will be reimbursed to Company by the City of Charlevoix.
- n. The Company shall prepare for and attend all small claims Tax Tribunal hearings. The Company shall also prepare for and attend all full Tribunal cases. If an attorney is needed in assisting the Company with Tribunal cases, one shall be hired at the expense of the City. Any hotel expenses relating to tribunal cases shall be paid by the City with prior approval.
- o. The Company shall process all winter and summer assessment rolls, Transfer Affidavits and Homestead Affidavits and post any Ownership Transfers, Principal Property (Homestead) Exemptions, or Qualified Agricultural Exemptions on the Assessment Roll.

- p. **Annually prepare a statistical report estimating net projected revenues for budgeting purposes.**
 - q. **Coordinate with the Charlevoix County Building Department and the Charlevoix County Equalization Department to insure the maintenance of records and accurate transfer of data between the City and Charlevoix County.**
 - r. **Visit and review all new construction permits, photograph property improvements, post to record card, update apex and BS&A**
 - s. **Consult with appropriate City Staff to perform land division and combinations in accordance with the State's Land Division Act and County/City procedures.**
 - t. **Provide one local phone number for assessing services and respond to phone messages within two business days.**
 - u. **Upon request, meet with the residents of the City during normal business hours.**
3. **Ownership of Records.** The City shall retain ownership of all the materials, files and records pertaining to real and personal property assessments within the City.
 4. **Expenditures.** Neither the Company nor Employee is authorized to make any purchases or charge any expenditures to the City without prior approval of the City Manager or his/her authorized representative.
 5. **Independent Contractor.** The parties hereby acknowledge and agree that the Company is performing the assessing services contemplated by this Agreement as an independent contractor and is not acting as an employee or agent of the City. As a result of the Company's status as an independent contractor, the City shall not be responsible for any state or federal income tax withholdings and shall not be responsible for providing worker's compensation insurance coverage for the Company.
 6. **At-will Employment; Termination.** The City hereby appoints and hires Employee to be the City of Charlevoix's City Assessor under the terms and conditions of this Agreement and the Charlevoix City Charter. The parties hereby agree and acknowledge that Employee's employment with the City shall be an at-will employment relationship, which can be terminated by either party for any reason or no reason at all. Employee's employment shall be deemed terminated if the City Council removes Employee as the City Assessor. Such removal may be done at any time in the sole discretion of the City Council. If Employee resigns her appointment as City Assessor, her employment shall be deemed terminated. However, as a matter of contract, she shall give the City thirty (30) days written notice prior to the effective date of the resignation. The appointment and hiring of the Employee as the City Assessor and the termination or removal of the Employee as City Assessor shall be subject to the Charlevoix City Charter, including, but not limited to Section 3.11. If there is a conflict between the City Charter and this Agreement, the City Charter shall control.
 7. **Part-time Status.** The parties agree and acknowledge that Employee shall be a part-time employee and shall work as the City Assessor as many hours as needed to complete the duties of the City Assessor, as specified in this Agreement.

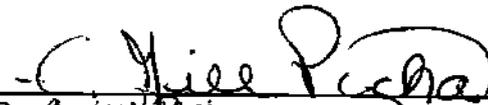
8. **No Employment Benefits; Insurance Coverage.** During the term of this Agreement, Employee shall receive no employment benefits. However, like other City employees, Employee shall be covered under the City's liability insurance and workers' compensation insurance policies under the terms and conditions of those policies.
9. **Employee Duties and Supervision.** Employee shall devote her best efforts when performing the duties as City Assessor under this Agreement, including but not limited to the following:
 - a. Employee shall be responsible for supervising the Company and all individuals designated to perform the assessing services contemplated under this Agreement on behalf of the Company in all aspects of the assessing services to be performed by the Company under this Agreement.
 - b. Employee shall be responsible to and shall report to the City Manager and will provide an annual report on assessing services. The Employee may also be required to provide monthly reports to the City Council on any relative matters requested by City Council or City Manager. This monthly report shall include, but is not limited to, what work was done either by her or by the Company.
 - c. Employee shall prepare and certify the City tax roll as required by law.
 - d. Employee shall attend the Board of Review hearings and the organizational meeting in March, July and December of each year.
 - e. Employee shall prepare, sign, and file all State Tax Commission reports as required by law.
 - f. Conduct annual personal property audit.
 - g. Update parcel and tax maps on an annual basis.
 - h. Perform all other statutory duties of an assessor, which are not specified in this Agreement.
10. **The City will be responsible for the following:**
 - a. Limited clerical; services to assist the Assessor including answering routine phone calls and walk-in requests for assessment data, provide the assessor's telephone number residents, assist in scheduling assessment related appointments, provide copies of all assessment open records as requested and assist in stuffing envelopes and mailing notices.
 - b. Printing assessment notices, personal property statements, tax bills and payment of postage schedules.
 - c. Schedule Board of Review meetings at the City Hall and post public notices.
 - d. Provide office space to include a desk, chair, filing cabinets and either a lap top or desk top computer and printer.

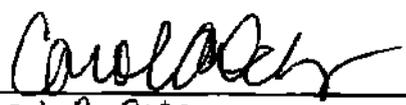
- e. Provide BS&A.net Equalizer Software and Apex Medina Software.
11. **Insurance.** Throughout the term of this Agreement and any renewals, the Company shall obtain and maintain error and omission liability insurance and public liability insurance in the sum of not less than ONE MILLION and 00/100 DOLLARS (\$1,000,000.00) for damages relating to any one person or for damages relating to any one occurrence. These insurance policies shall name the City as an additional named insured and shall contain a provision that the policies cannot be terminated, canceled, or substantially altered without thirty (30) days written notice to the City. The Company shall provide notice of compliance with this insurance provision upon request of the City.
 12. **Indemnification.** The Company shall indemnify and hold harmless the City, its officers, board members, assigns, agents, servants, employees, and insurance companies from any and all damages, legal fees or expenses, losses, claims and actions which may arise out of performing the services contemplated by this Agreement.
 13. **Term of Agreement, Renewals.** As it relates to the Company and subject to the right of either the Company or the City to terminate this Agreement at any time with or without cause, this Agreement shall be for a term beginning, September 1, 2012 and ending August 31, 2015. This Agreement may then be renewed for annual terms thereafter, under terms and conditions mutually agreed between the City and the Company. The appointment of Employee as the City Assessor is for an indefinite term, as provided by the City Charter.
 14. **Company's Compensation.** During the term of this Agreement, the Company shall receive annual compensation of FIFTY ONE THOUSAND FIVE HUNDRED AND THREE DOLLARS (\$51,503) for 9/1/2012-8/31/2013 and FIFTY ONE THOUSAND FIVE HUNDRED AND THREE DOLLARS (\$51,503) for 9/1/2013-8/31/2014. For the period of 9/1/2014-8/31/2015 annual compensation shall be FIFTY TWO THOUSAND FOUR HUNDRED AND FIFTY THREE DOLLARS (\$52,453). Compensation will be payable in equal monthly installments on the first pay period after the 1st of each month starting September 1, 2012. In addition, the Company shall be reimbursed reasonable mileage expenses only within the City at the then applicable IRS mileage reimbursement rate. The Company shall submit to the City Treasurer a written mileage reimbursement request quarterly, no less than thirty (30) days before the monthly compensation payment is made. The City shall then pay any mileage reimbursement due on or before the date of the next monthly compensation payment.
 15. **Employee Salary.** During the term of this Agreement, Employee shall receive an annual salary of FIVE HUNDRED DOLLARS (\$500), payable annually on the first pay period after September 1, of each year.
 16. **Place of Work, Office Hours, and Telephone Service.** Employee shall perform the duties of City Assessor at least 8 hours each week from an office within the City Hall, but will upon request perform her duties at such other places as reasonably determined by the City. The Company shall establish office hours within the City at such locations and for such hours as are reasonably determined by the City to assist the public in property assessing services.
 17. **No Assignment.** Because of the personal nature of the services to be provided under this Agreement, the Company may not assign this Agreement to any other person or entity.

18. **Background check.** Employee and all individuals designated to perform the assessing services contemplated under this Agreement on behalf of the Company shall consent to and will execute any forms necessary for the City to obtain a background check on them by the Michigan State Police.
19. **Postage and Supplies.** The City shall provide or reimburse the Company for postage and office supplies reasonably required in performing the assessing services contemplated by this Agreement. The Company shall submit to the City Treasurer a written statement of postage and office supply expenses for which reimbursement is sought. The City shall reimburse the Company for postage and office supply expenses within thirty (30) days after the Treasurer receives the written statement of those expenses.
20. **Driver's license and motor vehicle.** During the term of this Agreement and any renewals Employee and all individuals designated to perform the assessing services contemplated under this Agreement on behalf of the Company shall maintain a valid Michigan Driver's License and shall own or have the right to operate a reliable motor vehicle properly licensed and insured, as required under the laws of the State of Michigan.
21. **Termination.** The City or the Company may terminate this Agreement by giving to the other party thirty (30) days written notice of the intent to terminate this Agreement. In the event this Agreement is terminated as provided herein, the last month's check due the Company for compensation and expenses may be held by the City until all City property and equipment are returned. 23. **Notice.** Any notice required under this Agreement by any party shall be in writing to the party to be so notified and sent by certified mail, return receipt requested, to such address as noted herein, unless such address is changed and both parties have been notified consistent with this paragraph.
22. **Governing Law.** The parties agree that the validity, construction, enforcement and interpretation of this Agreement shall be governed by the laws of the State of Michigan.
23. **Amendments.** This Agreement may be amended by the mutual consent of all parties that is documented in writing and signed by all parties.
24. **Entire Agreement.** The Agreement contains the entire Agreement of the parties hereto and supersedes all prior agreements and understandings, oral or written, if any, among the parties.
25. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the day and year first above written.

CITY OF CHARLEVOIX


By: C. Jill Piche
Its: Mayor Pro Tem


By: Carol A. Ochs
Its: City Clerk

DC ASSESSING SERVICES, INC.


By: Debra L. Chavez
Its: Owner. DC Assessing Services

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Purchase 1/0 Kerite Cable

DATE: September 8, 2015

PRESENTED BY: Don Swem

ATTACHMENTS:

BACKGROUND INFORMATION:

In the past couple of decades the City has purchased all of our underground primary cable exclusively from the Kerite Corporation. This has been done because of the superior quality of this cable compared to the competition, and although the competition has made some improvements we still believe Kerite to be the better product. We have found that the Kerite is made such that it can be worked with rather easily in cold weather while the competitor's cable is extremely difficult in comparison. The main selling point though is that the Kerite has never suffered a failure due to manufacturing defects, and we want the most dependable cable we can get to build our underground system. The Kerite cable is available in this area from only one supplier.

We have received a quote for 5,500 feet of 1/0 Kerite cable for \$2.55 per foot, which comes to a total of \$14,025.00 (for a promised quantity of 5,500 +5%/-0%). This price is more than 7% cheaper than the Kerite we purchased two years ago. We also got prices from competing cable companies. The closest competitor is Okonite which bid comparable cable for 37% less money – this is a very significant price difference. However, I just compare that cost difference to what the cost would be if we have just one underground primary cable failure. Since I have been here we have had one such failure where an installation error caused the underground cable to go bad several years later. It took a \$20,000 machine just to locate the fault, and then roughly another \$20,000 to replace the section that had gone bad. An extra \$5,000 up front to try and prevent this occurrence seems well worth it.

This cable is needed to continue the construction of the underground primary electrical system. The purchase is covered in the capital supplies budget.

RECOMMENDATION:

It is recommended that the purchase of a maximum of 5,775 feet of 1/0 Kerite cable from the Resco Corporation be approved for \$2.55 per foot for a maximum expenditure of \$14,726.25.

CHARLEVOIX CITY COUNCIL

AGENDA ITEM

AGENDA ITEM TITLE: Consideration of Westenbroek Substation Invoice

DATE: September 8, 2015

PRESENTED BY: Don Swem

ATTACHMENTS: Invoice #15-08102 from Premier Power Maintenance

BACKGROUND INFORMATION:

After inspecting the Westenbroek Substation this past spring the Contractor identified some serious problems with some of our voltage regulators, with one being so bad that they recommended we fix it before powering it back up as there was enough acetylene built up in the oil that it posed a risk of exploding. Two of the regulators were also not working correctly and some of the others had minor oil leaks. In addition to this they also found bad bushings and a bad pressure relief valve on the transformer, all of which had to be replaced.

We went out for bids to replace the parts on the transformer, replace the oil in all of the regulators, fix the leaks, and investigate what it would take to repair the bad regulators. Council approved Premier Power Maintenance to do the work. The price for the work was \$36,841.00. Premier showed up to do the work in early August. To be better prepared to get the work done at once I authorized Premier to buy a lot of the parts ahead of time. Because of the amount of acetylene in the oil samples it was assumed that the contacts (large plates of copper) were bad and would need replacing. These three sets of contacts turned out to be quite expensive. Along with the gaskets, O-ring kits, and flex cables needed to make repairs the total was \$12,625.20. I considered this to be an emergency purchase in order to expedite getting the regulators back in service, and the only place to buy the parts was from Siemens, the original manufacturer, and we got the best price by having the Contractor purchase them. Once the regulators were opened for inspection it was apparent that the contacts were perfectly good, so we are now trying to either return the contacts or sell them. We did need other new parts, however, and the plan was to have them overnighted from Siemens and Premier would continue their work the next day. The manufacturer Siemens then told us that they were too busy with inventory and could not ship for several days. It was decided at that point to send Premier away for a week while we waited for the parts rather than pay them to stay here and wait. That extra trip cost us an extra \$4,380 for travel time and truck and barrel rentals (all due to Siemens not delivering).

The pressure relief valve for the transformer cost \$941.20 and the disposal of the oil cost \$3,790.00. The oil disposal was extra because I told the Contractor that we would do it, but after I realized that we were talking about over 1,200 gallons of oil I changed my mind and we asked Premier to take it to Detroit to get rid of.

To summarize, the original contract price was \$36,841.00, and we added \$12,625.20 in Regulator parts (and will get some amount back for the contacts), \$941.20 for the relief valve, \$4,380.00 for the second trip, and \$3,790 to dispose of the oil. These were all necessary expenses to get the southern half of the Westenbroek Substation operational again. Without that side operational, any single failure in the north half would have resulted in most of the City south of the channel being in the dark for an unknown amount of time – we are now back to having a redundant system. The total cost for everything together is then \$58,577.40.

RECOMMENDATION:

It is asked that City Council approve the payment of an extra \$21,736.40 for a total of \$58,577.40 to Premier Power Maintenance for the Regulator and Transformer repairs at the Westenbroek Substation (Invoice # 15-08102).

Premier Power Maintenance
 6525 Guion Road
 Indianapolis, IN 46268
 A/R 317-759-6837

Invoice



Date	8/27/15
Invoice #	15-08102
P.O. No.	7484
Project	150652
Terms	Net 30

Bill To
City of Charlevoix 210 State Street Charlevoix, MI 49720

Ship To
City of Charlevoix 100 Stover Charlevoix, MI 49720

Description	Amount
REPAIR REGULATORS & REPLACE TRANSFORMER BUSHINGS, AND CHANGE OIL IN REGULATORS JULY 27 - 30 AND AUGUST 5 - 7, 2015	
Original Quote	36,841.00
Additional Charges:	
Contacts, Gaskets, and O-Rings for Regulator Repairs	12,625.20
Pressure Relief Device	941.20
Additional Mobilization	4,380.00
Mineral Oil Disposal	3,790.00
Total sales tax calculated by AvaTax	0.00

<p>THE CUSTOMER AGREES THAT A SERVICE CHARGE BE ASSESSED ON SAID AMOUNTS AT THE RATE OF 2.0% PER MONTH AFTER NET TERMS. IN ADDITION, THE CUSTOMER AGREES TO PAY ALL COLLECTION AGENCY CHARGES, COURT COSTS, AND/OR ATTORNEY FEES AND EXPENSES INCURRED IN THE COLLECTION OF ANY PAST DUE ACCOUNT.</p> <p>Celebrating 30 years in Power Maintenance! Thank you for being a part of our success!!!</p> <p>PLEASE REMIT PAYMENT TO: Premier Power Maintenance 6525 Guion Road Indianapolis, IN 46268</p>	Subtotal	\$58,577.40
	Sales Tax	\$0.00
	Total	\$58,577.40
	Payments/Credits	\$0.00
	Balance Due	\$58,577.40

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Infrastructure Planning

DATE: September 8, 2015

PRESENTED BY: Mark L. Heydlauff, City Manager

ATTACHMENTS: None

BACKGROUND INFORMATION: At your last meeting, we discussed some options for improving our infrastructure in light of the age and the failures we have seen over the past two winters caused by freezing water lines.

We discussed tackling the worst 5-6 blocks of infrastructure improvements during the spring and fall of 2016. The project would be financed by approximately \$3 million in capital improvement bonds. The debt service for 15 years would be approximately \$235,000 per year. This would be split between revenue derived from water and sewer rates, the infrastructure millage, and perhaps our portion of the county road millage. I believe this levy would be something we could easily handle with those existing revenue sources.

Unfortunately, this small piece of immediate work will not solve the ever-growing longer-term infrastructure problem. I have asked Performance Engineers to analyze the bigger picture for replacing all of the obsolete 4-inch water mains in concert with full upgrades of sewer, storm sewer, asphalt, and curb/gutters. Additionally, there is approximately \$2 million in improvements necessary for our Water Treatment Plant in the next 5 years. In total, I would expect we have around \$18 million of infrastructure upgrades to undertake to improve our system and sustain it for the long term. Council seemed to reach consensus at your last meeting of pursuing a voter-approved bond issue to address these issues. I am working with RW Baird now on analyzing the best strategy to finance this whether it's using the Michigan Drinking Water Revolving Fund/Sewer Revolving Fund, USDA Loan Programs, or open market bond issues- a combination of these sources is also possible.

Clerk Golding has researched the dates on which you could hold an election next year. The March 8 Presidential Primary will not allow local questions so you could call a special election on May 3 (paying the cost of the election- about \$1,800) or hold it during either the August 2 Primary or November 8 General Elections.

If this plan still is what Council desires, I will plan to have the notice of intent ready for your September 21 Council Meeting for the work to be done in 2016. We will still research and perform due diligence activities on the larger, longer-term projects. Depending on what we learn from our financial advisors, I may have additional information to verbally share with you at Tuesday's meeting.

RECOMMENDATION: None

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Review of Fire/Police Chief Position

DATE: September 8, 2015

PRESENTED BY: Mark L. Heydlauff, City Manager

ATTACHMENTS: none

BACKGROUND INFORMATION: Last summer when City Council appointed Police Chief Gerard Doan to also be Fire Chief, the Council established September 2015 as a time to review the arrangement. I have asked Chief Doan to outline his work and give you an opportunity to review this position. While I have only had a short time to work with Chief Doan, I have been pleased in the way he manages the departments and his commitment to ensuring a high-level of public safety response for our community.

Assuming Council is pleased with having Chief Doan serve in these two capacities, you could

- Vote to make the change permanent
- Have some review again in the future
- Take no action

There has been discussion at past meetings of having a charter amendment to formally change the title to Director of Public Safety and have that position fulfill the duties of both Chief of Police and Fire Chief. Under the Charter, the Council is permitted to assign one person to more than one Charter-designated positions. I would recommend you continue in our current practice of having Chief Doan serve in both positions rather than go through the long process to amend the Charter.

Chief Doan will come back to you in October to provide you with an overview of the activities of both departments and outline for you the next steps he recommends.

RECOMMENDATION: None

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: 2015 MERS Officer Delegate Appointment

DATE: September 8, 2015

PRESENTED BY: Mark Heydlauff, City Manager

ATTACHMENTS: Certification Form

BACKGROUND INFORMATION:

City employees are represented at the Michigan Employees Retirement System (MERS) annual meeting by an elected, non-supervisory employee and an officer delegate (department head). The City Council needs to appoint an officer delegate to represent the City at the annual meeting in Grand Rapids on October 8 and 9, 2015.

City employees who participate in MERS have elected Kelly Bradley as their employee delegate and James Schlappi as his alternate.

RECOMMENDATION:

Recommend City Council approve the Certificate Form as shown (attached) to appoint Kelly McGinn as the officer delegate.



Municipal Employees' Retirement System of Michigan
 1134 Municipal Way • Lansing, MI 48917
 800.767.MERS (6377) • Fax: 517.703.9707
 www.mersofmich.com

2015 Officer and Employee Delegate Certification Form

MERS 69th Annual Conference October 8-9 2015 | Amway Grand Hotel, Grand Rapids

Please print clearly • Retain a copy for your records

IMPORTANT: A **voting delegate** registered to attend the **MERS Annual Conference** is **NOT** confirmed to have voting rights until this form has been received by MERS.

The voting delegate representative must be a MERS member, defined as an **active employee on payroll** who is enrolled in either a MERS Defined Benefit Plan, Defined Contribution Plan or Hybrid Plan.

If you are not attending MERS Annual Conference, you do not need to submit this form.

1. Officer (and alternate) delegate information

The officer delegate (or alternate) shall be a MERS member who holds a department head position or above, exercises management responsibilities, and is directly responsible to the legislative, executive, or judicial branch of government.

Officer Delegate name
Kelly McGinn

Officer Alternate name

Officer delegate and alternate listed above were appointed to serve at the 2015 MERS Annual Conference by official action of the governing body (or chief judge for a participating court) on September 8, 2015.

2. Employee (and alternate) delegate information

The employee delegate (or alternate) shall be an employee member who is not responsible for management decisions, receives direction from management and, in general, is not directly responsible to the legislative, executive, or judicial branch of government.

Employee Delegate name
Kelly Bradley

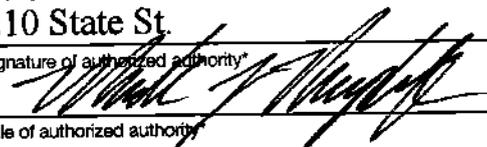
Employee Alternate name
James Schlappi

Employee delegate and alternate listed above were elected to serve at the 2015 MERS Annual Conference by secret ballot election conducted by an authorized officer on August 4, 2015.

3. Certification

NOTE: Certification should be signed by a member of the governing body or chief administrative officer, or the chief judge for a participating court, and municipality number provided in space at the bottom of certification box.

I certify that the officer delegate and alternate selections are true and correct, and the secret ballot election results for employee delegate and alternate are true and correct.

Employer/municipality name* City of Charlevoix	Municipality number* 1505	Email address pattyd@cityofcharlevoix.org	
Employer address 210 State St	Employer city Charlevoix	Employer state MI	Employer zip code 49720
Signature of authorized authority* 		Printed name Mark Heydlauff	
Title of authorized authority* City Manager		Date 8/31/15	

* Required field

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Michigan Municipal League Delegate/Alternate Appointment

DATE: September 8, 2015

PRESENTED BY: Mark Heydlauff, City Manager

ATTACHMENTS: None.

BACKGROUND INFORMATION: The Michigan Municipal League (MML) will be holding its annual convention in Traverse City on September 16 - 18, 2015. Pursuant to the provisions of the League Bylaws, the City of Charlevoix is requested to designate, by City Council action, our official representative to cast the vote for the municipality at the annual meeting, and, if possible, to designate another official to serve as alternate. City Manager Mark Heydlauff and Community Economic Development Director Annie Doyle will be attending.

RECOMMENDATION: Request City Council pass a motion designating City Manager Mark Heydlauff as delegate and Community Economic Development Director Annie Doyle as alternate delegate to represent the City of Charlevoix at the MML annual meeting.

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Committee Structure and Roles

DATE: September 8, 2015

PRESENTED BY: Mark L. Heydlauff, City Manager

ATTACHMENTS: Boards, Commissions, & Committees List

BACKGROUND INFORMATION:

As discussed at your last meeting, I would recommend you remove staff as chairs and voting members of all committees. Additionally after reviewing the committees, I would recommend elimination of several and the restructuring of several others.

RECOMMENDATION:

Eliminate: Big Rock Point Citizens Advisory Board (defunct); Cemetery Grave Mapping Ad Hoc Committee (not met in 12 years); Lighting Ad Hoc Committee (not met in 10 years); Green Team Ad Hoc Committee (not met in 4 years- have staff work on these matters); and, Volunteer Fire/EMS Staffing Review Committee (accomplished purpose).

Restructure the following just by removing staff and having them serve as advisors (see attached list for details):

- Airport Advisory Committee
- Tree Lighting Committee
- Outdoor Dining Committee
- Golf Advisory Committee

BOARDS, COMMISSIONS & COMMITTEES

SEPTEMBER 2015

BOARD	ZONING BOARD OF APPEALS
LAST MEETING	05/2015
CHAIRPERSON	Greg Withrow
VOTING MEMBERS	Ann Gomey, Greg Bryan, Art Nash, Jr, Patricia Miller, Bob Bergmann (Alternate), Gary Anderson (Alternate)
STAFF ADVISORS	City Planner
COMMENTS	<p>Established in 1982.</p> <p>City Code, Title V Zoning & Planning, Chapter 51, Article 17, Section 5.175 Board of Appeals.</p> <p>7 members appointed by City Council - 2 alternate members, 1 member MAY be a Planning Commissioner</p> <p>Powers and Duties - as outlined by the State of Michigan Zoning Enabling Act.</p> <p>Powers and Duties - City Code City Code, Title V Zoning & Planning, Chapter 51, Article 17, Section 5.178.</p> <p>City Code, City Code, Title V Zoning & Planning, Chapter 51, Article 17, Section 5.177 Rules of Procedure of the City Code states that the Board shall meet once a month. The ZBA bylaws state that the meetings will be held as established at its Annual Meeting. Presently, the Board meets only as needed.</p> <p>ZBA bylaws dated April 11, 2012 require members to attend a minimum of one training session per year in planning and zoning topics. Failure to meet the training requirements shall be a consideration in the member not being eligible for re-appointment.</p>
STAFF RECOMMENDATION	No change

BOARD	SHADE TREE COMMISSION
LAST MEETING	09/2014
CHAIRPERSON	Ken Polakowski
VOTING MEMBERS	John Campbell, Jessica Spencer
STAFF ADVISORS	City Manager, DPW Superintendent, Electric Superintendent
COMMENTS	<p>City Code, Title I, Administration, Chapter 7, Article III, Shade Tree Commission.</p> <p>3 members appointed by the Mayor, with the approval of the City Council.</p> <p>Powers and Duties. City Code, Chapter 7, Article III, Section 1.264.</p>
STAFF RECOMMENDATION	No change

BOARDS, COMMISSIONS & COMMITTEES

SEPTEMBER 2015

BOARD	DOWNTOWN DEVELOPMENT AUTHORITY (DDA) / MAIN STREET
LAST MEETING	07/2015
CHAIRPERSON	Dan Barron
VOTING MEMBERS	Mayor Gabe Campbell, Kirby Dipert, Dianne DuPont, Tamie Gillespie, John Yaroch, Fred DiMartino, Rick Wertz, John Kurtz
STAFF ADVISORS	CED Director
COMMENTS	<p>City Code Title I, Chapter 7, Article IV.</p> <p>8 members appointed by the Mayor, with the approval of the City Council. Mayor is a member of the DDA.</p> <p>Powers and Duties - as outlined by the State of Michigan's Act 197 of the Public Acts of 1975, as amended.</p> <p>Powers and Duties - City Code Title I, Chapter 7, Article IV, Section 1.275.</p> <p>DDA bylaws dated March 23, 2015, Article I, Purpose and Powers.</p> <p>DDA bylaws dated March 23, 2015, Article II, Board, Section 2. At least five members shall be persons having an interest in property located in the downtown district. At least one member shall be a resident of the downtown district, if it has 100 or more residing within it.</p>
STAFF RECOMMENDATION	No change

BOARD	DISTRICT LIBRARY BOARD (City Representative)
LAST MEETING	08/2015
CHAIRPERSON	
VOTING MEMBERS	Rick Brandi
STAFF ADVISORS	
COMMENTS	The Charlevoix District Library includes the City of Charlevoix. The City Council appoints one member of the Library's Board of Directors.
STAFF RECOMMENDATION	No change

BOARD	BIG ROCK POINT CITIZENS ADVISORY BOARD (Council Representative)
LAST MEETING	2002
CHAIRPERSON	
VOTING MEMBERS	Councilmember Leon Perron
STAFF ADVISORS	
COMMENTS	Email from Tim Petrosky advised that the Board has been disbanded.
STAFF RECOMMENDATION	We should remove it from the list.

BOARDS, COMMISSIONS & COMMITTEES

SEPTEMBER 2015

BOARD	PLANNING COMMISSION
LAST MEETING	08/2015
CHAIRPERSON	John Hess
VOTING MEMBERS	Sherm Chamberlain, Julee Roth, R.J. Waddell, Toni Felter, Don Heise, David Novotny, Judy Clock, John Elzinga
STAFF ADVISORS	City Planner
COMMENTS	<p>Originally Established in 1978, modified in 2011.</p> <p>City Code, Title I, Administration, Chapter 7, Article V, Section 1.400 Planning Commission.</p> <p>9 members appointed by Mayor, with the approval of the City Council, 1 member MAY serve on the ZBA.</p> <p>Powers and Duties - as outlined by the State of Michigan Planning Enabling Act.</p> <p>Powers and Duties - Title I, Administration, Chapter 7, Article V, Section 1.409 Planning Commission.</p> <p>Planning Commission bylaws dated May 12, 2014, Section 3.0 Duties of Members and Section 9.0 Planning Commission Responsibilities.</p>
STAFF RECOMMENDATION	No change

BOARD	CHARLEVOIX COMMUNITY POOL RECREATION AUTHORITY
LAST MEETING	2014
CHAIRPERSON	
VOTING MEMBERS	Councilmember Luther Kurtz, Dave Garland, Bruce Herbert
STAFF ADVISORS	
COMMENTS	<p>Formed in 2004.</p> <p>Charlevoix Area Community Pool has a Recreation Authority. The Authority includes the City of Charlevoix, Hayes Township and Charlevoix Township. The City Council appoints 3 members, 1 must be a Councilmember.</p> <p>Authority meets only when needed.</p> <p>In 2004 and 2014, the Recreation Authority received approval for the 10 year .33 mill to be used for operating costs.</p>
STAFF RECOMMENDATION	No change

BOARDS, COMMISSIONS & COMMITTEES

SEPTEMBER 2015

BOARD	BOARD OF REVIEW
LAST MEETING	07/2015
CHAIRPERSON	Bob Timms
VOTING MEMBERS	Councilmember Leon Perron, Councilmember Bill Supernaw, Mary Eveleigh, Kimberly VanMeter-Sanderson
STAFF ADVISORS	City Clerk as Clerk of the Board of Review City Assessor
COMMENTS	3 members appointed by Council 2 Council members serve on the Board State of Michigan Charlevoix City Charter, Article VIII, Section 8.5 Powers and Duties - Charlevoix City Charter, Article VIII, Section 8.6.
STAFF RECOMMENDATION	No change

BOARD	HOUSING COMMISSION
LAST MEETING	08/2015
CHAIRPERSON	Greg Stevens
VOTING MEMBERS	Paul Stephan, Lillian Left, Joan Buday, Joni Olach
STAFF ADVISORS	Director TBD
COMMENTS	Established per State of Michigan Public Act 18 of 1933 as amended. Charlevoix Housing Commission must follow guidelines established by US Department of Housing and Urban Development (HUD). City Code, Title I, Administration, Chapter 7, Article II, Section 1.251. 5 members appointed by Mayor, with the consent of the City Council. 1 commissioner shall be a tenant of Pine River Place, per State of Michigan Public Act 18 of 1933, as amended. Powers and Duties - Title I, Administration, Chapter 7, Article II, Section 1.254.
STAFF RECOMMENDATION	No change

BOARDS, COMMISSIONS & COMMITTEES

SEPTEMBER 2015

BOARD	COMPENSATION COMMISSION
LAST MEETING	01/2014
CHAIRPERSON	John Campbell
VOTING MEMBERS	John Kurtz, Ken Staley, Conrad "Bud" Klooster, Jr., Dale Meredith
STAFF ADVISORS	City Clerk
COMMENTS	<p>Charlevoix City Charter, Article I, Section 2.11.</p> <p>City Code, Title I, Administration, Chapter 3, Local Officers' Compensation Commission, Section 1.41.</p> <p>5 members appointed by Mayor, subject to confirmation by the City Council.</p> <p>Powers and Duties - City Code, Title I, Administration, Chapter 3, Section 1.42.</p>
STAFF RECOMMENDATION	No change

BOARD	HISTORIC DISTRICT COMMISSION
LAST MEETING	07/2015
CHAIRPERSON	Ken Polakowski
VOTING MEMBERS	John Campbell, David Miles, Kay Heise, Mary Adams, Linda Mason, Hans Weimer
STAFF ADVISORS	City Planner
COMMENTS	<p><u>**Meets jointly with Standing Historic District Study Committee since 2010**</u></p> <p>Originally Established in 2006.</p> <p>City Code, Title I, Administration, Chapter 7, Article VI, Section 1.500 Housing District Commission and Historic District Governing Ordinance.</p> <p>City Code, Title I, Administration, Chapter 7, Article VI, Section 1.523 Creation of Housing District Commission.</p> <p>7 members appointed by Mayor, subject to confirmation by the City Council; 1 member shall be an architect.</p> <p>Statement of Purpose - City Code, Title I, Administration, Chapter 7, Article VI, Section 1.502.</p> <p>Powers and Duties - City Code, Title I, Administration, Chapter 7, Article VI, Section 1.510 and Section 1.525.</p>
STAFF RECOMMENDATION	No change

BOARDS, COMMISSIONS & COMMITTEES

SEPTEMBER 2015

BOARD	STANDING HISTORIC DISTRICT STUDY COMMITTEE
LAST MEETING	07/2015
CHAIRPERSON	Mary Adams
VOTING MEMBERS	Ken Polakowski, John Campbell, Linda Mason, Amy Lalewicz, Jeannine Wallace, Hugh Mason, Paul Weston
STAFF ADVISORS	City Planner
COMMENTS	<p><u>**Meets jointly with Standing Historic District Study Committee since 2010**</u></p> <p>AdHoc Committee established in 2003, modified in 2005.</p> <p>City Council appointment, at least 1 member shall be from a local historic preservation organization.</p> <p>Statement of Purpose - City Code, Title I, Administration, Chapter 7, Article VI, Section 1.502, Section 1.504 and Section 1.510.</p>
STAFF RECOMMENDATION	No change

BOARD	RECREATION ADVISORY COMMITTEE
LAST MEETING	06/2015
CHAIRPERSON	Matt Peterson
VOTING MEMBERS	Jennifer Vollmer, Brandon Stevens, Amy Putman, Dean Davenport (Township), Student Ben Boss
STAFF ADVISORS	Recreation Director
COMMENTS	<p>Created in 2010.</p> <p>4 adult members (bylaws define "resident" as City residents, City property owners or City utility customers), 1 adult Township member and 1 student (non-voting).</p> <p>Mayor appointment, subject to Council confirmation.</p> <p>Bylaws approved by Council in 2010, revised in 2012.</p> <p>Bylaws, Article II, Purpose and Function - Encourage citizen participation, advise and collaborate with Recreation Director on issues and programs affecting recreation and leisure and study issues in order to provide input on the values, goals and objectives of a program.</p> <p>Bylaws, Article VI, Committee operations.</p>
STAFF RECOMMENDATION	No change

BOARDS, COMMISSIONS & COMMITTEES

SEPTEMBER 2015

BOARD	AIRPORT ADVISORY COMMITTEE
LAST MEETING	08/2015
CHAIRPERSON	Ken Tough
VOTING MEMBERS	Airport Operations Manager, City Manager, Councilmember Shirley Gibson, Don Seelye, Scott Woody, Ken Tough
STAFF ADVISORS	
COMMENTS	<p>Airport AdHoc Committee originally created in 2004. Purpose to review Island Airways contract, Airport operational costs and look at the total operations of the Airport 2013 - Airport AdHoc Committee dissolved.</p> <p>2013 - Airport Policy Advisory Committee created (aka Airport Advisory Committee) - consisting of Mayor, 2 councilpersons, City Manager, Airport Manager, City Attorney, CED Director and Airport user (Don Seelye). Committee to assist in the coordination of economic development efforts at the Airport. Appointment by Mayor, with Council concurrence. December 2014 - Airport Advisory Committee dissolved.</p> <p>February 2015 - Airport Advisory Committee re-established. Committee members, Airport Manager, Airport Operations Manager, Airport User City Resident Don Seelye, Airport User Resident/Non-City Resident, City Council member and City Manager. Council member and airport user seats have a 2 year term limit.</p> <p>Committee powers/duties not established at the time the Committee was restructured in 2015. Council appointment.</p> <p>No bylaws.</p>
STAFF RECOMMENDATION	Remove Airport Operations Manager and City Manager as voting members; have Airport Manager and City Manager serve as staff advisors

BOARD	DONATION REVIEW ACCEPTANCE COMMITTEE
LAST MEETING	08/2015
CHAIRPERSON	
VOTING MEMBERS	Birdie Whitley, Tom Ochs, Kay Heise, Dave Robinson, Robert Klein
STAFF ADVISORS	City Planner
COMMENTS	<p>Re-established in May 2015.</p> <p>Objective: Create a specific list of programs/programs that individuals or groups could donate to; examine whether it is in the public interest to have memorials in parks or other public areas and circumstances for such; determine what forms of public recognition or memorials are appropriate and discuss veteran specific donations/memorials.</p> <p>Committee is preparing their final report for Council's consideration.</p>
STAFF RECOMMENDATION	Consider committee recommendation in the future

BOARDS, COMMISSIONS & COMMITTEES

SEPTEMBER 2015

BOARD	CEMETERY GRAVE MAPPING AD HOC COMMITTEE
LAST MEETING	09/2003
CHAIRPERSON	
VOTING MEMBERS	Mayor Gabe Campbell, City Manager, DPW Superintendent, C. Marilyn Gibbons, Sherm Chamberlain, Mary Adams, John Campbell, Cynthia Garland
STAFF ADVISORS	
COMMENTS	Purpose: Address cemetery issues such as records, unmarked graves, maintenance problems and mapping of grave sites.
STAFF RECOMMENDATION	Eliminate this committee (has not met in 12 years)

BOARD	LIGHTING AD HOC COMMITTEE
LAST MEETING	03/2005
CHAIRPERSON	
VOTING MEMBERS	Electric Superintendent, City Planner, Kathy Reid, Gwen Kramer, Tom Barnes
STAFF ADVISORS	
COMMENTS	
STAFF RECOMMENDATION	Eliminate this committee (has not met in 10 years)

BOARD	TREE LIGHTING COMMITTEE
LAST MEETING	02/2015
CHAIRPERSON	
VOTING MEMBERS	Councilmember Shirley Gibson, Councilmember Bill Supernaw, Electric Superintendent, City Manager, Jodi Bingham, Kirby Dipert
STAFF ADVISORS	CED Director
COMMENTS	Goal: To look at alternative solutions to the current downtown tree lights.
STAFF RECOMMENDATION	Remove City Manager and Electric Superintendent as voting members; have Electric Superintendent serve as additional advisor

BOARD	GREEN TEAM AD HOC COMMITTEE
LAST MEETING	05/2011
CHAIRPERSON	
VOTING MEMBERS	City Manager, City Planner, Golf Director, CED Director, Harbormaster, Roger Knutson
STAFF ADVISORS	
COMMENTS	Goal: Establish smart commute week to encourage car pooling, biking, walking to work; study current projects aimed at preparing for a transition away from oil when its supply is ultimately depleted.
STAFF RECOMMENDATION	Eliminate this committee; perhaps staff can work on some of these matters in coordination with other local groups

BOARDS, COMMISSIONS & COMMITTEES

SEPTEMBER 2015

BOARD	OUTDOOR DINING COMMITTEE
LAST MEETING	08/2014
CHAIRPERSON	Councilmember Luther Kurtz
VOTING MEMBERS	Councilmember Shirley Gibson, Councilmember Jeff Porter, City Manager, City Planner, CED Director, Todd Wyett
STAFF ADVISORS	
COMMENTS	Review and discuss outdoor dining options and make a recommendation to the City Council.
STAFF RECOMMENDATION	Remove City Manager, CED Director, and Planner as voting members; have CED Director serve as advisor; perhaps have the DDA Board appoint one or two members as voting members.

BOARD	GOLF ADVISORY COMMITTEE
LAST MEETING	0282015
CHAIRPERSON	Recreation Director
VOTING MEMBERS	Golf Director, Jennifer Sell, Ron Agnello, Steve Seely, Dennis (Mike) Wescott, Dean Davenport
STAFF ADVISORS	
COMMENTS	Committee formed by Staff at the suggestion of City Council on September 2, 2015 Purpose: Assist in analyzing the golf operation with the hopes of obtaining creative ideas in addressing some of the current challenges.
STAFF RECOMMENDATION	Remove Recreation Director and Golf Director as voting members/chair and have both serve as advisors; perhaps this board could be something of a booster committee seeking to help build funding for the course and encouraging more use

BOARD	VOLUNTEER FIRE FIGHTERS STAFFING REVIEW COMMITTEE
LAST MEETING	05/2015
CHAIRPERSON	Police/Fire Chief
VOTING MEMBERS	Councilmember Shirley Gibson, Councilmember Bill Supernaw, Councilmember Jeff Porter, City Manager, City Treasurer, Lyle Gennett, Sandy Bennett, John Calbrese
STAFF ADVISORS	
COMMENTS	Committee met and made recommendations to Council on June 15, 2015.
STAFF RECOMMENDATION	Eliminate this committee (accomplished its purpose this spring)

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Approval of the Tentative Agreement between the City of Charlevoix and the Communications Workers of America (CWA), AFL-CIO

DATE: September 8, 2015

PRESENTED BY: Mark Heydlauff, City Manager

ATTACHMENTS: Tentative Agreement between City of Charlevoix and Communications Workers of America (CWA), AFL-CIO, dated September 6, 2015 through September 5, 2018

BACKGROUND INFORMATION:

I am pleased to bring you a new tentative contract with the Communication Workers of America. As with any contract, this is a collaboration with our union partners who help bring the services the people of Charlevoix rely upon every day. This agreement has been ratified by a strong majority of the CWA members.

Below are the highlights of the agreement which will cover the next three years:

- Wages will increase 2% in the first two years with no increase in the third year.
- The City currently offers three health plan options from which our employees choose. Under this new agreement, employees will pay 30% of the premium for the most expensive plan, 20% of the premium of the mid-range plan, and 5% of the premium for the least expensive plan.
- Employees will receive an additional week of vacation time after three years of employment. The City retains the right to schedule and deny vacation as demands of the department may dictate.
- Employees who serve on-call for after hours call-out will now receive \$31 per day on standby up from the \$28 previously (\$62 and \$56 respectively for holidays) received.

I appreciate all the work of the negotiating team; Treasurer Kelly McGinn, Deputy Treasurer Alida Klooster, HR Assistant, Patty DeRosia and former interim Manager Michael Spencer did a great job preparing this agreement. I also appreciate the work of CWA Chief Steward Kelly Bradley and CWA Steward Brandon Stevens. Contracts are a team effort between management and labor and I believe we reached an agreement beneficial to both employees and the City.

RECOMMENDATION: I strongly recommend City Council approve the tentative agreement between City of Charlevoix and Communications Workers of America (CWA), AFL-CIO, dated September 6, 2015 through September 5, 2018.

**AGREEMENT BETWEEN
CITY OF CHARLEVOIX
AND
COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO**

Including Appendix "A"

September 6, 2015 through September 5, 2018

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AGREEMENT

An AGREEMENT, made this 6th day of September 2015, effective September 5, 2018 unless otherwise stated, by and between the CITY OF CHARLEVOIX, hereinafter referred to as the "City" or "Employer," and the COMMUNICATION WORKERS OF AMERICA, AFL-CIO, hereinafter referred to as the "Union."

WITNESSETH:

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

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

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

- (a) Part-time employee is an employee hired to work a regular or irregular schedule of hours less than a full-time employee.
- (b) Temporary employee is an employee hired for a specific task or for a specific time. Ordinarily, such period of time shall be thirty (30) days but exceptions may be made.
- (c) Seasonal employee is an employee hired for a specific season as determined by the Employer. Ordinarily, seasonal employees are hired to work during a calendar season. The summer season for example, runs from May 15 through September 15.
- (d) Confidential employee is an employee whose access to confidential personnel files or to knowledge pertinent to the labor relations activity of the Employer makes it inappropriate for inclusion in the bargaining unit.

ASSOCIATION SECURITY AND CHECKOFF

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

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

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

REPRESENTATION

Section 3.1. Stewards.

- (a) The Employer agrees to recognize six (6) stewards selected or elected by the Union to function in a representative capacity for the purpose of administering this Agreement in accordance with the grievance procedure established in this Agreement. One of the stewards shall be designated as Authorized Union Representative.
- (b) The Union agrees to advise the Employer in writing of the names of its stewards and alternates before recognition of their representative capacity

begins and to provide an annual update on or before January 1 of each year. If stewards change throughout the year, the City will be notified.

- (c) The Union shall have the right to elect or select alternates who shall serve only in the absence of the officially recognized steward.
- (d) The Union agrees that, except as specifically provided for by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours which would in any way disrupt or affect their work or that of other employees.
- (e) Collective Bargaining Committee. The Employer agrees to recognize a collective bargaining committee composed of two (2) Union employees. The duty of the collective bargaining committee is to meet with management representatives for purposes of contract negotiations and grievance administration.

RIGHTS OF EMPLOYER

Section 4.1. Management Rights.

- (a) The City Council, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself and its designated representatives when so delegated by the City Council, all powers, rights, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and the United States. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines to provide such service; to determine the size of the work force and to increase and decrease the number of employees retained; to hire new employees; to determine the nature and number of facilities and departments and their location; to adopt, modify, change or alter the budget; to establish, modify or discontinue classifications of work; to combine or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to direct and determine the work force including the hours of work; to assign work and determine the location of work assignments and related work to be performed; to determine the number of employees to be assigned to operations; to establish work standards; to select employees for promotion or transfer to supervisory or other positions; to determine the number of supervisors; to make judgments regarding skill and ability and the qualifications and competency of employees through evaluations or other means; to establish training requirements for purposes of maintaining or improving the skills of employees and for advancement. All such rights are vested exclusively in the Employer.

- (b) The Employer shall also have the right to suspend, discipline or discharge employees for just cause; transfer, layoff and recall personnel; to establish reasonable work rules and to fix and determine penalties for violations of such rules; to establish and change work schedules and hours; to continue and maintain its operations as in the past, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, they shall be subject to the grievance and arbitration procedure set forth in this Agreement.
- (c) It is further agreed by the parties that the enumeration of management prerogatives set forth above shall not be deemed to exclude other prerogatives not enumerated and, except as expressly abridged or modified by this Agreement, all of the rights, power and authority possessed by the Employer are retained by the Employer and remain within the rights of the Employer.

GRIEVANCE AND ARBITRATION PROCEDURE

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

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

- Step 1. Verbal Procedure. An employee who has a complaint must submit his/her complaint orally to his/her department head or designee within five (5) working days after the occurrence of the event upon which the complaint is based. The department head or designee shall give the employee an oral answer to his complaint within twenty-four (24) hours.
- Step 2. Written Procedure. To be processed under this grievance procedure, a grievance must be reduced to writing by the job steward (in triplicate), state the facts upon which it is based, when they occurred, specify the section of the contract which allegedly has been violated, must be signed by the employee who is filing the grievance and must be presented to his/her department head within ten (10) calendar days after the occurrence of the event upon which it is based. The employee's department head shall give a written answer to the job steward within five (5) calendar days after receipt of the written grievance. If the answer is satisfactory, the job steward shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) copy retained by the department head. If the answer is unsatisfactory, the job steward shall so indicate on the grievance form, thereby appealing the grievance to the Third Step.

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

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

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

Section 5.5. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power or authority to alter or modify this Agreement in any respect, directly or indirectly, or any authority to hear or determine any dispute involving the exercise of any of the Employer's inherent rights not specifically limited by the express terms of this Agreement. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the Union, the Employer and employees in the bargaining unit, provided however, that either party may have its legal remedies if the arbitrator exceeds his jurisdiction as provided in this Agreement. Any award of the arbitrator shall not be retroactive any earlier than the time the grievance was first submitted in writing.

Section 5.6. Time Limitations. The time limits established in this Grievance and

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

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

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

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

DISCHARGE AND DISCIPLINE

Section 6.1. Discharge.

- (a) The Employer agrees that non-probationary employees shall not be discharged without just cause, in appropriate situations the Employer shall initially place the employee on a disciplinary suspension, without pay for up to five (5) days before converting the suspension to a discharge, if appropriate. During the suspension period, the employee may request a meeting between the City Manager and Union representatives by submitting a grievance commencing at Step 3. After such meeting, the City Manager shall determine what penalty, if any, is appropriate, including converting the suspension into a discharge. The Union may request another Step 3 meeting with the City Manager or appeal his decision to arbitration by filing a timely request in accordance with the arbitration procedure established in this Agreement
- (b) Any employee who is to receive a disciplinary suspension or discharge, may upon request, have his steward present.

NO STRIKE - NO LOCKOUT

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

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

SENIORITY

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

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

During the probationary period, the employee shall have no seniority and may be terminated or laid off by the Employer at any time without regard and without recourse to this Agreement. At the conclusion of the probationary period, the employee's name shall be added to the seniority list as of his/her last hiring date, he/she will be credited with sick leave earned since his/her date of hire, and become eligible for vacation and personal leave, in addition to any other benefits for which he/she may qualify as described herein.

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

name, the same procedure shall be followed with respect to their first names.

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

- (a) If he/she quits, retires or is justifiably discharged.
- (b) If, following a layoff, he/she fails or refuses to notify the City of his/her intention to return to work within five (5) regularly scheduled working days after a written notice sent by certified mail of such recall is sent to his/her last address on record with the Employer, or having notified the City of his/her intention to return, fails to do so within ten (10) regularly scheduled working days after such notice is sent.
- (c) If he/she is absent for three (3) consecutive regularly scheduled working days without notifying his/her department head prior to or within such three (3) day period of a justifiable reason for such absence.
- (d) When he/she has been laid off for a period of twenty-four (24) or more consecutive months.

Section 8.5. Layoff and Recall.

- (a) When it becomes necessary to reduce the size of the work force in a classification, probationary employees shall be laid off first, except in those individual instances where certification or licenses prevail, and providing there are employees with seniority who are able and have the ability to satisfactorily perform the work of the probationary employees within a ten (10) working day trial period. Thereafter, the employees with the least seniority in the classification affected shall be laid off and subsequently following seniority.
- (b) Recall to work following a layoff shall be in order of seniority, provided the employee recalled has the ability to satisfactorily perform the work required within a ten (10) day trial period. Said employees will be offered work in other classifications wherever feasible, before a new employee is hired to fill any openings.
- (c) For the purposes of the layoff and recall procedure, the various classifications listed in Appendix "A" shall be considered individually.
- (d) If an employee is laid off he/she may bump into another classification provided that he/she has the greater seniority of the employee he/she will replace and, provided further, that the employee has the ability to satisfactorily perform the required work within a ten (10) working day trial period. If the employee is bumping into a lower or equal-rated classification

he/she will receive the maximum of that classification.

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

- (a) When an employee is awarded a job under this Section, he/she may be removed therefrom any time there is substantial evidence that he/she is or will be unable to satisfactorily perform the requirements of the job. In the event an employee is so removed from his/her job, pursuant to this subsection, he/she shall be returned to the last previous regular job classification he/she had occupied prior to bidding.
- (b) Any employee who is awarded a job under the bidding procedure shall not be awarded another job, the rate range of which is equal to or less, under the bidding procedure during the next succeeding six (6) months. Any employee who is removed from a job classification for which he/she had bid because of his/her inability to satisfactorily perform the requirements thereof, as provided in subsection (a) above, shall be ineligible to bid for another job during the six (6) month period following the date of the setback.
- (c) Employees who are awarded a job under this Section shall be so notified and a notice designating the successful bidder shall be posted on the City's bulletin board for a period of five (5) calendar days immediately following the award. The posting of said notice shall constitute notice to all employees for the purpose of Section 5.1.

Section 8.7. Transfers. The Employer shall have the right to transfer employees irrespective of their seniority status from one job classification to another to cover for employees who are absent from work due to illness, accident, vacations or leaves of absence for the period of such absence. The Employer shall also have the right to temporarily transfer employees to fill temporary jobs or temporary vacancies or to take care of unusual conditions or situations which may arise. In lieu of layoff, the Employer may transfer the least senior employee in the classification to another regular job classification where there is available work and where the employee has the ability to satisfactorily perform the required work. If the least senior employee is not able to perform the required work, the second least senior employee and subsequently following seniority, shall be selected for transfer until an employee is selected for transfer that has the ability

to satisfactorily perform the required work. Posting as outlined in Section 8.6 shall take place prior to any transfer.

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

LEAVES OF ABSENCE

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

Section 9.2. Sick Leave. An employee who, because of illness, accident or pregnancy is physically unable to report for work shall be given a leave of absence without pay upon exhaustion of his/her accumulated sick leave credits and without loss of seniority provided he/she promptly notifies his/her department head of the necessity therefor, and provided further that he supplies the City Manager with a certification from a medical doctor of the necessity for the continuation of such absence when the same is requested by the Employer. Sick leaves of absence with seniority accruing shall not exceed one year unless otherwise approved by the Employer. Insurance coverage shall be terminated after the first thirty (30) days of any non-paid sick leave absence as covered in this Section.

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

A full-time employee who enters the military service by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and any other applicable laws then effective.

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

The City's obligation to pay an employee for jury duty as provided herein is limited to a maximum of thirty (30) days in any calendar year, unless extended by the City Manager for extenuating circumstances.

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

Section 9.6. Medical Coverage During Leaves of Absence. The Employer will continue an employee's medical insurance coverage during a paid leave of absence. Receipt of Worker's Compensation benefits shall not be considered as a paid leave of absence. However, if the employee supplements his Worker's Compensation benefits with accumulated sick leave, then such leave shall be considered as a paid leave of absence while supplementation occurs. Medical insurance coverage shall terminate after the first thirty (30) days of any non-paid leave of absence, sick or otherwise, except in a workmen's compensation related situation where sixty (60) days shall govern rather than thirty (30) days.

Section 9.7. Funeral Leave In the event of a death in the immediate family of an employee, up to 3 working days with pay shall be allowed for personal matters relating to the death. Immediate family shall include: spouse, child, step-child, grandchild, parent, step-parent, sister, sister-in-law, brother, brother-in-law, mother-in-law, father-in-law, grandparents and grandparents-in-law of the employee. Additional days may be granted from the employee's unused sick days, not to exceed two (2) days. Additional days may be granted without pay when extenuating circumstances warrant same.

SICK LEAVE

Section 10.1. Paid Sick Leave. For employees who qualify therefor, paid sick leave shall be acquired and applied in accordance with the provisions set forth in Sections 10.1

through 10.6. Said sick leave days shall be based on the straight time hourly rate for the employees' scheduled workday.

Section 10.2. Sick Leave Accumulation. Regular full-time employees who have completed their probationary period shall be credited with three (3) days sick leave and shall thereafter accumulate paid sick leave credits on the basis of one (1) eight (8) hour day paid sick leave for each month of continuous service.

- (a) For the purpose of determining the amount of paid sick leave earned by an employee, time spent on approved vacation leave, sick leave for which the employee was paid hereunder and approved leaves of absence for not to exceed three (3) months shall be considered as time worked.
- (b) Unused paid sick leave credits may be accumulated from year to year up to a maximum of 132 days.

On January 1st of each year, if the number of accumulated sick days for an individual exceeds 120 days, then the employee will be paid for those days in excess of 120 at half (1/2) the employee's current rate of pay.

- (c) All employees' current sick leave accumulation can be converted to hours by multiplying the total number of accumulated days by 8 hours.

Section 10.3. Sick Leave Eligibility. In order to qualify for sick leave payments, the employee must report to his/her department head per the department's process not later than one-half (½) hour before his/her normal starting time on the first day of absence unless, in the judgment of the City, the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon as is possible. All absences, for which sick leave pay is desired regardless of the length of the duration of such absence, require the submission and approval of a "Request for Absence Report" form before payment is made under these Sections.

- (a) In the event of an absence of more than two (2) regularly scheduled working days or if the Employer has reason to believe an employee is misusing paid sick leave, the employee will be required to provide a medical statement signed by the physician who attended the employee 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 such absence, and before the employee resumes his normal duties must state that the employee is physically able to return to and perform his job duties.
- (b) The department head may waive the requirements of the physician's signature in subsection (a) above, provided 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 department head shall sign the "report of

absence from duty" form in the space provided for the physician's signature.

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

Section 10.4. Use of Accumulated Sick Leave. Qualified employees, subject to the provisions set forth in these Sections, shall be eligible for paid sick leave from and to the extent of their unused accumulated paid sick leave credits in the following situations:

- (a) 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 or was not attributable to causes stemming from his/her employment or work in the service of another employer or while acting in the capacity of a private contractor.
- (b) When an employee's absence from work is due to an illness or injury arising out of and in the course of his/her employment by the City and which is compensable under the Michigan Workers' Compensation Act, after the first day of absence necessitated thereby he/she shall be entitled to utilize his/her unused paid sick leave credits to make up the difference between the amount of daily benefit to which he/she is entitled under such Act and the amount of daily salary he/she would have received in his/her own job classification had he/she worked, but not to exceed the total equivalent of what he/she would have received in daily pay on an eight (8) hour per day basis.
- (c) Subject to furnishing proof satisfactory to the Employer that a critical illness has occurred within the employee's immediate family, an employee may use first his current accumulated sick leave credits for an emergency leave. Paid emergency leave for critical illness of the employee's immediate family is limited to such illness on the part of the employee's spouse, children, or parent.

Section 10.5. Sick Leave Credit. One (1) day of paid sick leave for regular full-time employees shall be equivalent to eight (8) hours of pay at the rate applicable to the employee's regular job classification assignment at the start of the absence for which compensation is required.

- (a) Whenever sick or emergency leave payments are made under these Sections, the amount of such payments shall be deducted from the employee's accumulated unused bank of paid sick leave credits in increments of not less than one quarter (1/4) hour of sick leave credit.

Section 10.6. Sick Leave Pay Out. If and when an employee quits or is discharged from his/her employment, any unused accumulation of paid sick leave shall be canceled. When an employee retires under the City's retirement program, he/she shall be entitled to be

paid one-half (½) of his/her accumulated unused paid sick leave as of the date of retirement up to a maximum of forty (40) days. If an employee who has quit, retired or been discharged from his/her employment is subsequently rehired, such employee shall, as any other new employee, accumulate paid sick leave credits as set forth in Section 10.2. In the event an employee is laid off from work, he/she shall, upon his/her return to work, be credited with all of his/her unused sick leave credits that he/she had prior to his/her layoff.

HOURS OF WORK AND OVERTIME

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

- (a) The normal hours of work per week are forty (40).
- (b) At the Employer's discretion, the scheduled workweek at the Water Treatment Plant and Wastewater Treatment Plant may be revised from five (5) – eight (8) hour days to four (4) – ten (10) hour days.
- (c) For those employees who are covered by this Agreement who work at the various City recreational facilities, except the golf course, ski hill and ice rink, their schedules will be determined at the beginning of the opening of the facility. Employees covered under this Agreement who work at the cemetery may be rescheduled to work at the various winter facilities or to other work which is the responsibility of the Employer. Such scheduling will be determined at the beginning of the opening of the facility and the normal workweek shall be forty (40) hours.
- (d) The Employer shall establish work schedules, and such schedules may be changed by the Employer when required by operating conditions. The Employer agrees that the regular day or first shift shall not commence earlier than 5:00 a.m. Monday through Friday for both winter street maintenance and Water and Sewer Treatment Plant Operations and no later than 9:00 a.m. Monday through Friday for Water and Sewer Treatment Plant Operations. These shift start time restrictions shall not apply to or restrict standby or emergency operations, or reservoir or tower maintenance.

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

first half of their regular shift.

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

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

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

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

WAGES

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

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

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

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

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

- (a) When an employee is awarded a job for which the maximum of the rate is higher than his/her present job, such employee shall receive the minimum rate, or his/her present rate, whichever is greater, for the first thirty (30) calendar days on such job; thereafter, he/she shall receive the maximum rate.
- (b) When an employee is removed from a higher rate job due to his inability to satisfactorily perform the duties thereof, or such employee bids down, such employee shall receive the maximum rate under the new job classification, except in the case of new employees, the maximum rate will be paid only after the completion of the initial ninety (90) day probationary period.
- (c) When an employee is temporarily transferred for the convenience of the Employer as provided in Section 8.7, such employee shall, during the period of such temporary transfer, receive the rate of pay he/she would have received in his/her regular job assignment, or if the period of such temporary transfer exceeds five (5) regularly scheduled working days shall thereafter receive the rate of pay he/she would have received had the job been awarded under the bidding procedure, whichever is the greater.

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

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

- (a) Lead Man: Fifty cents (\$0.50) per hour above the maximum of the rate range for the highest classification of employees whom they lead.

- (b) Street Department:
- (1) Mechanic/Diesel Operator and one other classification, at the discretion of the Employer, shall be eligible to receive forty cents (\$0.40) per hour premium upon obtaining and while maintaining a Certified Welder's License.
- (2) Mechanic/Diesel Operator shall be eligible to receive a \$0.11 per hour premium each (\$0.44 per hour maximum) for obtaining and while maintaining up to a maximum of four (4) State of Michigan licenses, determined by the Employer to be mechanic-related, other than a license for engine repair, manual transmission and axles, tune-up, brakes or electrical system, or Certified Welder's License, which has an additional premium.
- (3) Pesticide Application license: Thirty cents (\$0.30) per hour premium, per license for obtaining and while maintaining same, at the discretion of the Employer. The same premium shall apply to other licenses, as determined by the Employer, necessary to complete the work.
- (c) Electric Department:
- Journeyman Linemen shall be eligible to receive a \$1.00 per hour premium upon satisfactory completion of a training program in the safe operation and maintenance of the high-voltage switching and equipment at the substations and of the 15KV sub-transmission lines (e.g., reclosures, regulators, substation transformers, switches, controls and instrumentation, etc.). Such training program, its scheduling, training time pay if any, and satisfactory completion to be determined by the Employer in its sole discretion.

INSURANCE

Section 13.1. Health Care Insurance.

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

<u>Plan</u>	<u>City</u>	<u>Employee</u>
POS: \$0 Deductible	70%	30%
POS: \$250 Deductible	80%	20%
HSA	95%	5%

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

*As of September 24, 2011 ~~SB7~~ (PA 152 of 2011) is in effect. Per this act, City Council may elect to exempt itself every year from the requirements on an annual basis. If they do not, the provisions of the law will take place.

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

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

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

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

(d) Opt-Out Reimbursement. The Employer shall pay an annual cash reimbursement as follows for the employee who elects not to participate in 2-Person (employee and spouse) 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 of the employee's non-City provided health care insurance. Payment of the reimbursement shall 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.)

Effective Date 10/1/15

Opt-Out \$3744

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

Section 13.2. Pension Plan. The City will provide the MERS C-1 (as quoted with the 1.5 multiplier) with a F55/25 rider pension plan and each employee will contribute to this plan an amount equal to three percent (3%) of the employee's gross wages. The employee will retain all benefits accrued through the previous B-4 Frozen FAC Plan. The City will also pay into the City's current ICMA 457 plan on behalf of each employee an amount equal to the employee's own contribution to the plan or one and one-half percent (1½%) of the employee's wages, whichever is less. In consideration of transitioning from a MERS B-4 to a MERS C-1 Plan, the City shall pay 5.7% of the employee's gross wages into the City's current ICMA 457 plan on behalf of each employee.

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

HOLIDAYS

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

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

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

said holiday.

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

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

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

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

Section 14.5. Personal Leave Days. Employees shall be compensated at their regular wage for three (3) personal leave days per calendar year subject to prior approval of the particular day or days of the employee's immediate supervisor. Said personal days shall be based at his/her straight-time hourly rate of eight (8) hours per day. Three (3) personal days converts to 24 hours of compensation. If an employee is regularly scheduled to work an eight (8) hour day, but is working a ten (10) hour day, four (4) day workweek, compensation will be for ten (10) hours at his/her straight-time hourly rate of pay, and ten (10) hours of personal time would be deducted from the total available for use for that employee.

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

<u>Hire Date or Date Returned to Work Following a Leave of Absence or Layoff</u>	<u>Number of Personal Leave Days</u>
January, February, March, April	Three (3)
May, June, July, August	Two (2)

September, October, November,
December

One (1)

VACATIONS

Section 15.1. Vacation Benefit. On January 1 of each calendar year, each employee normally working a forty (40) hour workweek schedule shall be credited with the following vacation at his or her straight-time hourly rate of eight (8) hours per day. Upon the completion of six (6) months employment, the employee shall be credited with five (5) days of vacation.

Credited Years of Full Time Employment (As of January 1 based on employee's hire date) <u>As of January 1</u>	Vacation Days Credited <u>on January 1</u>
1	10
2	10
3	15
4	16
5	17
6	18
7	19
8	20
9	21
10	22
11	23
12	24
13	25

- (a) Vacation pay shall be the employee's regular straight-time hourly rate at the time the vacation leave is taken. For an employee normally working a forty (40) hour week, a vacation day shall be defined as eight (8) hours (i.e., if the person works a forty (40) hour week and is on a ten (10) hour day four (4) day workweek and takes a day off for vacation, he shall be charged for using 1-1/4 days of vacation).
- (b) Employees who lose time from work or who do not complete a scheduled work year due to a layoff or any unpaid leave of absence, shall have vacation benefits determined on a pro rata basis of the months or parts of months worked during the calendar year.

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) All employees may carry over a maximum of ten (10) vacation days per year.

Section 15.2. Payment for Accrued Vacation. If an employee, who is otherwise eligible for a vacation with pay, quits or is discharged on or after the anniversary date upon which he/she qualified for such vacation with pay, without having received the same, such employee, will receive, along with his/her final paycheck, the vacation pay for which he/she qualified as of such anniversary date. If an employee quits or is discharged prior to any anniversary date upon which he/she would have qualified for a vacation with pay, he/she will not be entitled to any portion of the vacation pay for which he/she would have qualified on such anniversary date.

If an employee retires under the pension plan prior to such anniversary date, he/she shall receive a pro rata share (as of the date of retirement) of the vacation pay for which he/she would have qualified as of the following anniversary date. Anniversary date shall mean January 1 of any particular year, and the provisions of Section 15.1 shall control.

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

Section 15.3. Vacation Paychecks. Vacation paychecks shall be delivered to eligible employees on their last day worked prior to the start of their vacation provided they make written requests therefore to the payroll department at least fifteen (15) calendar days in advance of the start of such vacation.

Section 15.4. Vacation Requests.

- (a) The department heads shall determine the number of employees who can be excused from their departments for vacation purposes at any one time.
- (b) Vacation time off shall not be for periods of less than one (1) hour unless otherwise approved by the employee's department head in writing.
- (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 shall be given to the employee with the greater amount of seniority. As among those who do not make their wishes known prior to April 1 of any year, preference shall be given in order of receipt by the Employer of the written requests for vacation time off. In the event an employee cancels his/her approved vacation time off, as among those who wish to reschedule their vacation time off, preference shall be given to the employee with the next greater amount of seniority.

MISCELLANEOUS

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

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

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

Section 16.4. Subcontracting. The Employer shall have the right to subcontract work normally performed by bargaining unit employees if and when, in its judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such work cannot be performed by bargaining unit employees on an efficient and economical basis, provided such subcontracting will not directly result in any employee being laid off from work.

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

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

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

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

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

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

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

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

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

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

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

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

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

Employees have the right to work in an alcohol and drug free environment and not be subjected to the actual or possible adverse effects of drug and alcohol abuse. To protect the well being of the employees, the public and the City, this Section builds upon the City's longstanding rules prohibiting alcohol and drug abuse associated with City employment. Additionally, this Section provides for assistance in overcoming substance abuse where the employee voluntarily seeks assistance from the City, as provided below. Consent to and compliance with this Section is a condition of employment.

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

All bargaining unit employees shall be subject to Department of Transportation ("DOT") drug testing policies and procedures, except as provided differently below, and except

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

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

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

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

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

- 1) Require the following standby personnel:

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

- 2) Require 100% participation of the employees, as skills allow.
- 3) Standby week shall start at 3:30 p.m. any day of the week at the City's discretion, and continue for seven (7) consecutive days.
- 4) Pay will be made the pay period the standby hours were worked.
- 5) Water Treatment Plant and Waste Water Treatment Plant personnel scheduled to work weekends at the Waste Water Treatment Plans will do so during their standby week.
- 6) City to provide pagers to be carried by standby persons at all times.
- 7) Maximum of ½ hour response time.
- 8) Employees on standby shall abide by the drug free workplace, Section 16.15 policy, during period of the standby.
- 9) Employees on standby may allow other employees to fill in during their standby period, if said employee has been pre-approved on a fill in list. Pay shall be credited daily to employee on standby or his fill in. During the period of standby, the employee is expected to respond to any call outs during said period. Pay outs mentioned above shall apply for fill in during vacation and sickness.
- 10) Payment for standby shall be \$31.00 per day effective upon ratification, except on recognized holidays listed in Section 14.1, where pay shall be \$62.00 per day.

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

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

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

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

- 1) The employee is to be enrolled and be actively engaged in an apprenticeship training program as determined by the Employer at its sole discretion;
- 2) The employee shall maintain the required course work and show adequate progress as determined by the employer;
- 3) The employee shall be paid the wage identified in Appendix "A" for the step or level, as determined by the Employer, to be appropriate based on qualifications at the start of the program. Further wage adjustments shall be made as determined by successful completion of program qualifications.
- 4) Time spent taking classes, other class related activities and commuting to and from classes will not be compensated outside of the normal workday. The Employer will either pay for or reimburse the employee for the cost of tuition and books required.
- 5) An incumbent employee transferred upon successful bid into an Apprentices Program at any level or step of the program, who fails to meet any of the requirements set forth in paragraphs 1) and 2) above shall be returned back to the employee's most recent non-apprentice job classification, provided that the employee is still qualified for that classification, has greater seniority than the employee(s) occupying the classification, and the Employer, at its sole discretion, has determined the need to fill that classification.

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

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

- a) Upon bidding into an Apprentices Program, the employee is subject to Sections 8.6(a) through (c), 8.7 and all contract provisions except as provided in this Section.
- b) Access to the grievance procedure as it pertains to the Apprentices Program, is limited to the issue of whether the employee failed to meet any of the above requirements. The Employer's decision to so remove the employee must be upheld if any such employee failure to meet these requirements is found to have occurred.

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

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

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

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

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

ELECTRIC LINEMAN APPRENTICE PROGRAM

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

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

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

Step 1	0 -1000 hours
Step 2	1001 – 2000 hours

Step 3	2001 – 3000 hours
Step 4	3001 – 4000 hours
Step 5	4001 – 5000 hours
Step 6	5001 – 6000 hours
Step 7	6001 – 7000 hours

SEWAGE AND WATER TREATMENT PLANT APPRENTICE PROGRAM

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

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

Step 1

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

Step 2

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

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

DURATION

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

<u>Years of Service As of December 1st</u>	<u>Annual Payment</u>
Five (5)	\$100.00
Ten (10)	\$200.00
Fifteen (15)	\$300.00
Twenty (20)	\$400.00
Twenty-Five (25)	\$500.00
Thirty (30)	\$600.00

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

Section 18.1. Termination. This Agreement shall become effective June 1, 2012 and shall remain in full force and effect until midnight, May 31, 2015, and from year to year thereafter, unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration date of this Agreement or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

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

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

COMMUNICATION WORKERS
OF AMERICA

CITY OF CHARLEVOIX

Shirley P. Jackson

Mark Selig

DATE 9-1-15

DATE _____

APPENDIX "A"
Job Classifications and Hourly Rate Ranges

<u>CLASSIFICATION</u>	9/6/2015		9/6/2016		9/6/2017	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Equipment Operator						
Equipment Operator	19.58	20.98	19.97	21.40	19.97	21.40
Miscellaneous						
Mechanic/Diesel Operator	20.97	22.27	21.39	22.72	21.39	22.72
Mechanic Helper	19.49	20.97	19.88	21.39	19.88	21.39
Maintenance II	20.59	21.83	21.00	22.27	21.00	22.27
Meter Reader	17.97	19.07	18.33	19.45	18.33	19.45
Water Distribution System Operators						
Dist System Laborer	18.78	19.90	19.16	20.30	19.16	20.30
S-4 Dist System Operator	19.85	20.97	20.25	21.39	20.25	21.39
S-3 Dist System Operator	20.59	22.27	21.00	22.72	21.00	22.72
S-2 Dist System Operator	22.21	23.52	22.65	23.99	22.65	23.99
WTP/WWTP Operators						
Based on highest license(s) held						
WTP/WWTP Apprentice (Step 1)		18.78		19.16		19.16
WTP/WWTP Apprentice (Step 2)		19.31		19.70		19.70
"D" WW Certified and "F-4" Water Operator	19.85	20.97	20.25	21.39	20.25	21.39
"C" WW Certified and "F-3" or "F-4" Water Operator OR	20.59	22.27	21.00	22.72	21.00	22.72
"F-3 Water Operator and "D" WW Certified						
"B" WW Certified and "F-2" or "F-3" or "F-4" Water Operator OR	22.21	23.52	22.65	23.99	22.65	23.99
"F-2" Water Operator and "B", "C" or "D" WW Certified						
Electric Lineman						
Apprentice	Advancement based on successful completion of training steps					
Step 1		20.67		21.08		21.08
Step 2		21.39		21.82		21.82
Step 3		22.11		22.55		22.55
Step 4		22.81		23.27		23.27
Step 5		23.52		23.99		23.99
Step 6		24.25		24.74		24.74
Step 7		24.95		25.45		25.45
B Lineman	23.41	24.75	23.88	25.25	23.88	25.25
Journeyman Lineman	31.48	33.09	32.11	33.75	32.11	33.75
Clerical						
Receipts Clerk	17.97	19.07	18.33	19.45	18.33	19.45
Utilities Billing Clerk	17.97	19.07	18.33	19.45	18.33	19.45
Administrative Asst., Electric Dept. & DPW Water Division	17.97	19.07	18.33	19.45	18.33	19.45

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Request to Set a Public Hearing to Amend Title IX, Police Regulations, Chapter 111, Section 9.2

DATE: September 8, 2015

PRESENTED BY: Mark L. Heydlauff, City Manager

ATTACHMENTS: Memorandum from City Attorney Scott Howard
Proposed Ordinance Amendment

BACKGROUND INFORMATION: The Michigan Legislature recently amended laws that regulate firearms and ammunition. City Attorney Scott Howard has recommended that the City amend our City Code to reflect the Act 310 of 1990 amendment.

RECOMMENDATION: Request the City Council pass a motion to set a public hearing on Monday, September 21, 2015 to consider amending Title IX, Police Regulations, Chapter 111, Section 9.2 of the City Code.

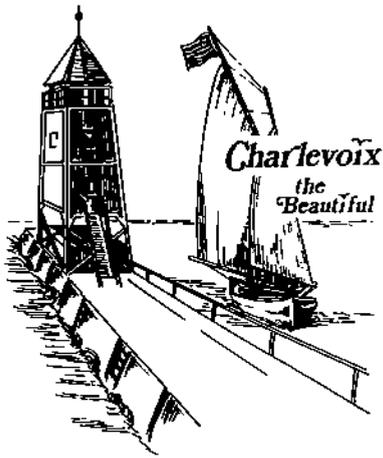


MEMORANDUM

TO: Charlevoix City Council
FILE NO. 5984.00
FROM: Scott W. Howard
DATE: September 2, 2015
RE: Draft Code of Ordinances Revisions

The Michigan Legislature recently amended Act 319 of 1990, which regulates Firearms and Ammunition. The Amendments restrict the types of regulations that a municipality may place on firearms and “pneumatic guns” (air powered bb, pellet and paintball type guns). The City Code currently prohibits the discharge of air rifles or air pistols within the City unless in self-defense or at an approved range. This regulation arguably may be more broad than what is allowed under the amended Act 319.

I have drafted proposed revisions to Section 9.2 of the Code of Ordinances for Council’s consideration. The proposed revisions follow the express language of the amendments added to Act 319. The proposed revisions regulate the discharge of firearms and pneumatic guns to the greatest extent possible under Act 319. As always, do not hesitate to contact me if you have any questions about these proposed revisions or Act 319.



CITY OF CHARLEVOIX

210 STATE ST. CHARLEVOIX, MICH. 49720

CITY OF CHARLEVOIX
Ordinance No. _____ of 2015

AN ORDINANCE TO AMEND TITLE IX,
POLICE REGULATIONS
CHAPTER 111, DISORDERLY CONDUCT
SECTION 9.2 – ACTS PROHIBITED OF THE CHARLEVOIX CITY CODE

THE CITY OF CHARLEVOIX ORDAINS:

SECTION 1. Title IX, Chapter 111, Section 9.2 of the City Code is hereby repealed in its entirety and replaced with the following:

9.2. Acts Prohibited.

No person shall:

- (1) ~~(4)~~ Discharge a pistol or other any firearm, air rifle, air pistol or bow and arrow in the City, except when lawfully acting in the defense of persons or property or the enforcement of law or at a duly established range, the operation of which has been approved by the city council.
- (2) Discharge a "pneumatic gun" (as defined by State Law) in any area within the City that is so heavily populated as to make that conduct dangerous to the inhabitants of that area. The discharge of pneumatic guns is allowed at a duly established range, the operation of which has been approved by the city council, on other property where firearms may be discharged as approved by the city council, or on or within private property with the permission of the owner or possessor of that property if conducted with reasonable care to prevent a projectile from crossing the bounds of the property. An individual below the age of 16 who is in possession of a pneumatic gun must be under the supervision of a parent, a guardian, or an individual 18 years of age or older, except on or within private property if the individual below the age of 16 is authorized by a parent or guardian and the property owner or legal possessor to possess the pneumatic gun
- (3) Point, wave about, or display a pneumatic gun in a threatening manner with the intent to induce fear in another individual.
- (4) ~~(2)~~ Engage in public nudity.

**CHARLEVOIX CITY COUNCIL
AGENDA ITEM**

AGENDA ITEM TITLE: Request to Set Public Hearing to Close Out the CDBG Urgent Need Infrastructure Grant

DATE: September 8, 2015

PRESENTED BY: Mark L. Heydlauff, City Manager

ATTACHMENTS: None.

BACKGROUND INFORMATION: In the summer of 2014, Governor Rick Snyder allocated funds to help cities repair infrastructure that was damaged in the winter of 2013-14. The City of Charlevoix received a CDBG grant in the amount of \$114,229 to repair and replace broken and frozen water lines in the City owned public right-of-way. The City of Charlevoix's 50% share of the grant was \$114,300.

RECOMMENDATION: Staff is requesting Council to pass a motion to set a public hearing on September 21, 2015 to close out the CDBG grant.