



**PROPOSED AGENDA**  
**REGULAR MEETING OF THE CHARLOTTE CITY COUNCIL**  
**111 E. Lawrence Ave, Charlotte, MI 48813 (517) 543-2750**  
**7:00 P.M. Monday, June 21, 2021**

Connect to Zoom from your computer, tablet, or smartphone  
Website: <https://us02web.zoom.us/j/89987162639> Meeting ID: 899 8716 2639 Or  
Call in by telephone: Phone number: (312) 626-6799 Webinar ID: 899 8716 2639

1. **Call to Order**
2. **Roll Call**
3. **Invocation** – Daniel Longden, First Lutheran Church
4. **Pledge of Allegiance**
5. **Approval of Minutes**
  - a. Approval of June 7, 2021 – 7:00pm meeting minutes
  - b. Approval of June 15, 2021 – 7:00pm workshop meeting minutes
6. **Absence of Council Members**
7. **Public Comment** - Limit presentation to five (5) minutes
8. **Approval of Regular Agenda and Unanimous Consent Agenda**

**UNANIMOUS CONSENT PROCEDURE**

*Mayor asks Council members if there are any items to be added to or removed from the printed agenda and, after receiving a motion and second, conducts a vote to approve the agenda.*

*Mayor asks Council members if there are items on the printed agenda they wish to take up individually and notes them.*

*Mayor asks for a motion to approve the remaining items on the printed agenda by unanimous consent. After motion and second, Mayor asks for a roll call vote on the motion for unanimous consent.*

9. **Public Hearing**
  - a. Fiscal Year 21-22 Budget
10. **Expedited Resolutions and Ordinances**
  - a. Consider Resolution 2021-094 Approving Claims and Expenditures
  - b. Consider Resolution 2021-095 to Approve FY 21-22 Budget

- c. Consider Resolution 2021-096 to set FY 21-22 water and sewer rates
- d. Consider Resolution 2021-097 Approving Collective Bargaining Agreement with the Police Officers Labor Council Charlotte Police Supervisory Unit

#### **11. Approval of Resolutions and Ordinances**

- a. Resolution 2021-091 Contract with Moore & Bruggink to study tertiary filtration improvements
- b. Resolution 2021-092 Approving updated fee schedule for 2021
- c. Resolution 2021-093 to rezone 121 E Harris Street from OS-1 Office Service District to B-1 Local Business District
- d. Ordinance 2021-07 to rezone 121 E Harris Street from OS-1 Office Service District to B-1 Local Business District

#### **12. Introduction of Resolutions and Ordinances**

- a. Consider Resolution 2021-098 Adopting Traffic Control Order to Address Street Parking
- b. Consider Ordinance 2021-08 to Amend Chapter 2, Article III to Separate Clerk-Treasurer Offices

#### **13. Public Comment - Limit presentation to five (5) minutes**

#### **14. Communications and Committee Reports**

- a. City Attorney Report
- b. City Manager Report
- c. Councilmember Committee Reports
- d. Constituent Correspondence - Ronald Horvath

#### **15. Mayor and Council Comments**

#### **16. Adjourn**

*~Mikayla Densmore, Deputy City Clerk*

#### ***ADDRESSING THE CITY COUNCIL***

*Comments shall be made only during times set aside for that purpose.  
 Each citizen may speak for up to 5 minutes during each public hearing and comments period.  
 Comments made during public hearings shall be relevant to the subject of the public hearing.  
 Comments shall be made from the podium unless otherwise directed by the Mayor.  
 Comments shall be directed to the Mayor and Council members.  
 Speakers shall begin by stating their name and indicate if they are a resident or non-resident of the City.  
 Speakers shall refrain from using vulgarity, hate speech or "fighting words."*

## **COUNCIL PROCEEDINGS**

### **Regular Meeting**

**June 7, 2021**

#### **CALL TO ORDER:**

By Mayor Armitage on Monday, May 17, 2021 at 7:14 p.m.

#### **PRESENT:**

Mayor Armitage, Mayor Pro Tem Dyer, Councilmembers Baker, Hoogstra, McRae, VanStee, Weissenborn.

#### **EXCUSE ABSENT MEMBERS:**

All members were present.

#### **INVOCATION:**

The invocation was given by Fr. Dwight Ezop of St. Mary's Catholic Church.

#### **PLEDGE OF ALLEGIANCE:**

Mayor Armitage led the City Council in the Pledge of Allegiance.

#### **MINUTES:**

**Councilmember Hoogstra, supported by Councilmember Baker, moved the approval of the May 17, 2021 and May 24, 2021 City Council meeting minutes. Carried.**

#### **PUBLIC COMMENTS:**

Ronald Horvath, 1049 Northway Drive, said that he was unable to access the remote meeting and wants the record to reflect that he is opposed to the Special Assessment. He addressed concerns about spending and opportunities for grant funding. He disagrees with the assessment to fund the Fire Department and said that he would appeal the assessment to the State Tax Tribunal.

Owen Whitkopf, 308 Plymouth Drive, asked about a proposal from last fall to conduct a financial study of the City and whether that had been completed. He also said the west side fire station is not sufficient for community safety, and that the police and ambulance service should be located there as well. He said the solution should have been a bridge rather than a new station.

Jill Smith, 432 Forest St., spoke in favor of allowance for marijuana shops. She said the city could make lots of tax money if marijuana shops are allowed and said Charlotte should follow the example of Colorado. She noted other communities are receiving tax revenues and the shops are very popular.

Jeffery McNamee, Charlotte resident, wanted to address taxes and marijuana. He is not for or against marijuana businesses, but if they are allowed there should be a local sales tax and he would prefer that it be a local business owner, not a large

conglomerate. He said that he is a Shyft Group employee and an entrepreneur in manufacturing.

Owen Whitkopf, 308 Plymouth Drive, spoke a second time in opposition to allowance for commercial marihuana.

Ben Phlegar, 425 Horatio, said that he had written a letter to the City Council addressing a number of different issues. He said the City should look at all revenue options, and should look at the pros and cons of them. He noted the City approves temporary liquor licenses for special events and should consider marijuana in the same way. He also asked about the stimulus money. He said that he understands that many cuts have been made and there are none left that wouldn't hurt the city.

**APPROVAL OF AGENDA AND UNANIMOUS  
CONSENT AGENDA:**

**Councilmember Weissenborn, supported by Mayor Pro Tem Dyer, moved the approval of the agenda as presented. Carried.**

Mayor Armitage asked whether Councilmembers wanted any items removed from the Unanimous Consent Agenda for individual consideration. Councilmember Hoogstra requested items 10b and 10e, Councilmember VanStee requested items 11a and 12a, Mayor Armitage requested item 10f.

**Councilmember Baker, supported by Councilmember Weissenborn, moved the approval of the remaining items on the Unanimous Consent Agenda. Carried via roll call vote. 7 Yes. 0 No. 0 Absent.**

**PUBLIC HEARING:**

Mayor Armitage opened a public hearing regarding a Zoning Board of Appeals case for variance from front yard setback and corner clearance area requirements at 123 East Stoddard.

Community Development Director Myrkle explained that a front yard exception had been verbally approved at an earlier date for the purposes of constructing an elevator addition to the church building at this address. However, once the City received the plans for review, it was determined that the proposed addition would also encroach into a corner clearance area for the intersection of Washington and Stoddard Streets. He said that rather than having staff approve the variance as a reasonable accommodation under the Americans with Disabilities Act, City Manager LaPere recommended that the issue should be reviewed by the Zoning Board of Appeals.

He also said that he had heard from one neighbor who is concerned about visibility at the intersection, especially with cars parked there.

Martin Garn, representing the Saint's Church of Jesus Christ, said that the church is aware of the limited space they are working with. He said there is not even room to put in a

handicapped access ramp. He said that the proposed building addition would be in the center of the building, not the edge. He also said there are other structures at the intersection that block the view, such as a utility pole.

Kim and Thomas Harder spoke, representing the aforementioned neighbor. They said that they do not dispute the need for an elevator, but the allowed parking around the intersection is too much and makes it difficult to see. Thomas said that working to better manage the parking on days the church is holding services would go a long way toward helping out.

Garn said that parking is not the issue and no illegal parking is taking place.

Mayor Armitage closed the public hearing at 7:57 p.m.

**EXPEDITED RESOLUTIONS AND ORDINANCES:**

**A. Consider Resolution 2021-086 Approving Claims and Expenditures**

**RESOLUTION NO. 2021-086**

**A RESOLUTION TO APPROVE EXPENDITURES OF  
THE CITY OF CHARLOTTE FOR JUNE 7, 2021**

**WHEREAS**, Section 7.7(B) of the City Charter requires Council approval for the expenditure of city funds; and

**WHEREAS**, the June 4, 2021, payroll totaled \$83,210.40; and

**WHEREAS**, the June 3, 2021, claims total in the amount of \$821,933.83; and

**WHEREAS**, the May 17, 2021, insurance claims totaled \$2,775.42; and

**WHEREAS**, the May 24, 2021, insurance claims totaled \$3,792.66; and

**THEREFORE, BE IT RESOLVED** that the City Council approves claims and accounts for June 7, 2021, in the amount of \$911,712.31.

**Motion by Councilmember Baker, supported by  
Councilmember Weissenborn to approve Resolution No.  
2021-074.**

**Carried on a roll call vote. 6 Yes. 0 No. 0 Abstain. 0 Absent.**

**B. Consider Amendments to Ordinance 2021-04 for Cost Recovery**

**CITY OF CHARLOTTE**

**ORDINANCE NO. 2021-04**

AN ORDINANCE TO AMEND CHAPTER 2 -  
ADMINISTRATION - OF THE CODE OF  
THE CITY OF CHARLOTTE BY  
AMENDING ARTICLE V - FINANCE TO  
ADD DIVISION 5 CHARGES FOR CERTAIN  
EMERGENCY RESPONSE SERVICES.

Councilmember Baker moved that the following ordinance be amended and adopted as follows:

THE CITY OF CHARLOTTE ORDAINS:

**SECTION 1. PURPOSE.** The purpose of this ordinance is to clarify when charges for certain emergency response services are due, who is the responsible party, and exemptions and limitations on charges.

**SECTION 2.** Article V - Finance of Chapter 2 - Administration - of the Code of the City of Charlotte is hereby amended to read as follows:

***Division 5.*** CHARGES FOR CERTAIN EMERGENCY RESPONSE SERVICES

**Section 2-200 PURPOSE.**

This division is adopted to defray some costs incurred in providing certain emergency response services. It is not the purpose of this division to provide complete reimbursement of funding for the Charlotte Police Department and/or the Charlotte Fire Department.

**Section 2-201 DEFINITIONS.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (1) *Alarm system* means a fire detection system, intrusion or holdup device designed or arranged to signal the presence of any fire hazard, intrusion or holdup of any residential, commercial or business property. Excluded from this definition are single-family residence battery-operated smoke or heat detectors.
- (2) *Alarm user* means any person on whose premises an alarm system is maintained except for alarm systems on motor vehicles. If, however, an alarm system on a motor vehicle is connected with an alarm system at a premises, the person using such system is an alarm user. Also excluded from this definition and from the coverage of this article are persons who use alarm systems to alert or signal persons within the premises in which the alarm system is located; however, systems using a flashing light or beacon designed to signal persons outside the premises, shall be within the definition of an alarm system and shall be subject to this article.
- (3) *Assessable costs* mean those charges and fees incurred by the city as a result of assistance provided by the police or fire department or by a third party on behalf of the city in connection with a

fire department response to an incident including, but not limited to, the actual labor and material costs (including without limitation, employee wages, fringe benefits, administrative overhead, costs of equipment, costs of equipment operation, costs of materials, costs of transportation, costs of material disposal, and costs of contracted labor, legal fees, collection costs, etc.) provided.

(4) *Emergency response* means the following actions or services provided by the city, or by a private individual or corporation operating at the request or direction of the city:

- a. Extinguishing or fighting any fire occurring on or at a structure, vehicle, or any other fire occurring on public or private property.
- b. Any incident requiring a response by the city that involves any public or private utility property and requires city equipment or personnel to remain at the incident to protect health, safety, and welfare of the public until the utility provider responds to the incident and takes corrective measures, lasting greater than one hour.
- c. The extrication of an individual(s) from a vehicle involved in an accident.
- d. Extinguishing or fighting any vehicle fire.

- e. Any response to a false alarm at a property in excess of once in a calendar year. This includes, but is not limited to: fire, medical, burglary, panic, hold-up, and other types of alarms.

(5) *False alarm* means the activation of an alarm system through mechanical failure, malfunction, improper installation, negligence or the intentional activation of the alarm system without reasonable and legitimate need or cause by the person or their employees and agents using an alarm system. False alarm does not include an alarm caused by meteorological or geological conditions or by disruption or disturbance of telephone or other communication systems.

(6) *Person responsible* means the owner, operator, and/or person in charge of or person in possession of the structure, property or vehicle to which the emergency response is directed, including any private contractor, such as alarm companies requesting or initiating such a response. This also includes the person or persons who require rescue of a technical nature, and/or who cause extrication, rescue, or hazardous materials response to be needed.

(7) *Vehicle* means all motor vehicles (including but not limited to, cars, trucks, semi tractors, motorcycles, and trailers), trains, aircraft, or watercraft.

## **Section 2-202 CHARGES IMPOSED UPON RESPONSIBLE PARTY.**

- (1) The assessable costs of an emergency response shall be charged against the person(s) responsible. If there is more than one person responsible, liability shall be joint and several and the city may bill any or all persons responsible, however the city may not collect more than the total amount owed. Liability for charges assessed under this article shall not be dependent upon fault or negligence. The charge constitutes a debt of the person(s) responsible and shall be collectible by the city in the same manner as an obligation under a contract.
- (2) The assessable cost within the expense of an emergency response may not exceed an amount set forth by resolution of the city council.

## **Section 2-203 BILLING PROCEDURES.**

Following the conclusion of the emergency incident, the Police Chief or Fire Chief shall submit a detailed listing of all known costs and expenses to the City Clerk, who shall prepare an invoice to the responsible party for payment. The Clerk's invoice shall demand full payment within 30 days of receipt of the bill. Any additional costs or expenses that become known following the transmittal of the bill to the responsible party shall be billed in the same manner on a subsequent bill to the responsible party. For any amounts due that remain unpaid

after 30 days, the city shall impose a late charge of 1% per month, or fraction thereof.

## **Section 2-204 OTHER REMEDIES.**

In case of default, the city may commence a civil suit to recover the costs and expenses of the response and court costs and attorney fees incurred in the collection of such debt. The statement submitted to the person responsible shall be prima facie evidence of the validity of such costs and the person responsible bears the burden of challenging said costs. The city may pursue any other remedy, or may institute any appropriate action or proceeding, in a court of competent jurisdiction to collect charges imposed under this article. The recovery of charges imposed under this article does not limit the liability of responsible parties under state or federal law, rule or regulation. In addition to any other court costs, the prevailing party shall be entitled to their reasonable attorney fees incurred in bringing or defending the action.

## **Section 2-205 EXEMPTIONS.**

- (1) The following persons responsible shall be exempt from the charges authorized by this division for an emergency response which does not involve hazardous material or a hazardous substance as defined under Chapter 30, Article IV:
  - a. Fires caused by railroad trains which are the specific responsibility of railroad companies;
  - b. Fire service provided outside the jurisdiction of the city under a mutual aid



- or similar contract with an adjoining municipality;
- c. Fire service to property owned by the United States of America, or the State of Michigan, or any political subdivision of the State of Michigan;
  - d. Persons responsible in circumstances in which the city manager finds imposition of assessable costs of an emergency response would clearly result in a manifest injustice. The city manager's decision may be appealed to the city council; and
  - e. Persons responsible who require or necessitate an emergency response which does not exceed \$500.00.

#### **Section 2-206 NON-EXCLUSIVE CHARGES.**

All charges for services rendered pursuant to this article shall be in addition to any charges or taxes made by the department or the city pursuant to law for the maintenance or operation of the department.

#### **Section 2-207 – DEFINITIONS FOR INCIDENTS INVOLVING DRIVERS OPERATING MOTOR VEHICLES UNDER THE INFLUENCE.**

The following words, terms and phrases, when used in sections 2-208 through 2-214, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(1) *Emergency response* means:

- a. The providing, sending or utilizing of police, firefighting, emergency medical and rescue services by the city, or by a private individual or corporation operating at the request or direction of the city, to an incident resulting in an accident involving a motor vehicle where one or more of the drivers were operating the motor vehicle while under the influence of an alcoholic beverage or controlled substance or the combined influence of an alcoholic beverage and controlled substance; or
- b. An incident resulting in a traffic stop and arrest by a police officer when a driver was operating the motor vehicle while under the influence of an alcoholic beverage or controlled substance.

(2) *Expense of an emergency response* means the direct and reasonable costs incurred by the city, or to a private person or corporation operating at the request or direction of the city, when making an emergency response to the incident, including the costs of providing police, firefighting and rescue services at the scene of the incident. These costs further include all of the salaries and wages of the city personnel responding to the incident, all salaries and wages of the city personnel engaged in investigation, supervision and report preparation, and all costs connected with the administration and

provision of all chemical tests of driver's blood, and prosecution of the person causing the incident.

#### **SECTION 2-208 PURPOSE AND INTENT.**

The city finds that a significant number of traffic arrests and traffic accidents in the city involve drivers who operate a motor vehicle while under the influence of alcoholic beverages or controlled substances. In addition, the city finds that in traffic accidents involving drivers who were operating motor vehicles while under the influence of alcoholic beverages or controlled substances there is a greater likelihood of personal injury and property damage. As a result of these determinations, a greater operational and financial burden is placed upon the city's police, firefighting, rescue and other services by persons who are operating a motor vehicle while under the influence of alcoholic beverages or controlled substances.

#### **SECTION 2-209 LIABILITY FOR EXPENSE.**

Any person is liable for the expense of an emergency response if, while under the influence of an alcoholic beverage or controlled substance, or the combined influence of an alcoholic beverage and controlled substance, such person's operation of a motor vehicle proximately causes any incident resulting in an emergency response.

#### **SECTION 2-210 PRESUMPTIONS.**

For the purpose of this division, a person is under the influence of an alcoholic beverage or controlled substance, or the combined influences of an alcoholic beverage and controlled substance, when his/her physical or mental abilities are impaired to a degree that he/she no longer has the ability to

operate a motor vehicle with the caution characteristic of a sober person of ordinary prudence. Further, it shall be presumed that a person was operating a motor vehicle while under the influence of an alcoholic beverage if a chemical analysis of his/her blood, urine or breath indicates that the amount of alcohol in his/her blood was in excess of 0.07 percent.

#### **SECTION 2-211 RESPONSIBILITY FOR PAYMENT OF CHARGES.**

The expense of an emergency response shall be a charge against the person liable for the expenses under this division. The charge constitutes a debt of that person and is collectible by the city for incurring those costs in the same manner as in the case of an obligation under a contract, expressed or implied.

#### **SECTION 2-212 COST RECOVERY SCHEDULE**

The city council shall, by resolution, adopt a schedule of the costs included within the expense of an emergency response. This schedule shall be available to the public from either the city clerk or the police department.

#### **SECTION 2-213 BILLING.**

The chief of police or city treasurer, or his/her designee, may, within ten days of receiving itemized costs, or any part thereof, incurred for an emergency response, submit a bill for these costs by first class mail or personal service to the person liable for the expenses as enumerated under this division. The bill shall require full payment in 30 days from the date of service.

#### **SECTION 2-214 FAILURE TO PAY CHARGES.**

Any failure by the person described in this division as liable for the expenses of an emergency response to pay the bill within 30 days of service shall be considered a default. In case of default, the city may commence a civil suit to recover the expenses and any costs allowed by law.

#### **SECTION 2-215 MEDICAL TREATMENT OF THOSE IN CUSTODY.**

Any person held in custody, confined or incarcerated by the city, including, but not limited to: individuals who are i) under arrest, ii) incarcerated, iii) imprisoned, iv) escaped from confinement, v) under supervised release, vi) on medical furlough, vii) residing in a mental health facility or halfway house, viii) living under home detention, ix) or confined completely or partially in any way under a state or local penal statute, ordinance or rule; shall be solely responsible for the payment of any medical services rendered to, and received by, that person during the course of his or her confinement with the city, or at the city's or court's direction, including without limitation, transportation to and from a medical treatment facility, and any treatment deemed necessary by his or her treating physician, whether or not requested by the prisoner; and shall be required to reimburse the city, in full for any fees or charges incurred for such services, if not paid directly to medical facility or practitioner by the prisoner or his or her insurance carrier. However a person held in custody, confined, or incarcerated by the city shall not be responsible for payment of any medical services to treat illness or injury caused by conduct that would not qualify for immunity from tort liability under the Governmental Immunity Act, Public Act 170 of 1964 (MCL 691.1401, et seq), as amended.

**SECTION 3. EFFECTIVE DATE.** This ordinance shall become effective 20 days after publication.

Second, Weissenborn. Carried (7) Yeas. (0) Nays.

Dated: June 7, 2021

**C. Consider Resolution 2021-087 Set Public Hearing for FY21-22 Budget:**

#### **RESOLUTION NO. 2021-087**

#### **A RESOLUTION TO SET THE DATE FOR A BUDGET WORKSHOP MEETING AND FOR A PUBLIC**

#### **HEARING ON THE PROPOSED 2021-22 BUDGET**

**WHEREAS**, the City Manager has prepared a proposed budget for the fiscal year that begins July 1, 2021 and has submitted the budget document to the City Council; and

**WHEREAS**, the City Council wishes to designate their June 15th work session for the purpose of reviewing and discussing the budget; and

**WHEREAS**, prior to the adoption of the budget, the City Council is required to afford the public an opportunity to provide comments concerning the proposed budget;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council does hereby designate the work session meeting for the purpose of reviewing and discussing the budget to be held on Tuesday, June 15 at 7:00 p.m. in the City Hall Council Chambers; and

**BE IT FURTHER RESOLVED** that the City Council does hereby authorize a public hearing on the proposed budget to be held on Monday, June 21, 2021 at 7:00 p.m.; and

**BE IT FURTHER RESOLVED** that the City Clerk is hereby authorized to provide notice of the public hearing in accordance with legal requirements.

**The foregoing resolution moved by Baker, supported by Weissenborn. Carried. 7 Yes. 0 No. 0 Absent.**

**D. Consider Resolution 2021- 088 Direct Administration to Review Commercial Marijuana and Social Districts**

**RESOLUTION NO. 2021-088**

**A RESOLUTION TO DIRECT ADMINISTRATION TO  
STUDY COMMERCIAL MARIJUANA USES AND**

**SOCIAL DISTRICTS**

WHEREAS, the City Council wishes to review the topic of whether to permit commercial marijuana uses in the City limits and to review the topic whether to establish a social district in or around downtown area; and

WHEREAS, the City Council desires a comprehensive overview of the statutory framework for commercial marijuana, including medical and recreational, including the allowable licenses, options for zoning and other regulatory limits, and the requirements and enforcement of such regulations; and

WHEREAS, the City Council also desires a comprehensive overview of the regulatory requirements and processes for establishment of a Social District; and

WHEREAS, the City Council seeks a robust discussion with the various stakeholders for each topic including city staff, residents, and the business community;

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby direct administration to prepare a summary report of the statutory requirements, regulatory framework, potential impacts to the community, and other such information as it pertains to the allowable licenses for commercial marijuana uses, including medical and recreational; and

BE IT FURTHER RESOLVED that the City Council does hereby direct administration to prepare a summary report of the statutory requirements, regulatory framework, potential impacts to the community, and other such information as it pertains to the establishment of a Social District in or around downtown area; and

BE IT FURTHER RESOLVED that both reports will be prepared and presented to City Council for further discussion at the Tuesday, July 13th work session.

**The foregoing resolution moved by Dyer, supported by VanStee.**

Mayor Armitage explained that the resolution is to direct staff to study these issues and make a report to the City Council. It is not taking action on the actual approval of these ideas.

Councilmember Hoogstra asked what the approval process would be. She said that she wanted to know the tax benefits, but also the negative effects these proposals might have. She said that police and fire input is needed. She said that she wants to know that the benefits are greater than the risks.

Councilmember Baker said that the City of Charlotte opted out of allowing commercial marijuana activities a couple of years ago, and it was not a unanimous vote. His concerns are related to Charlotte being a County Seat and some of the problems associated with that. He said that the community already has persons with addiction problems, and he wants to keep Charlotte a safe place where families want to move. By allowing marijuana, it opens the door to more problems in the future. He is familiar with drug treatment clinics, and he doesn't think this is the right thing for us to do.

Councilmember Weissenborn said that she knows this is being brought up again because of the budget discussion, but she

wants to understand the risks and not make a decision based just on money. She said that she wants to know more about what is happening in other communities who have allowed marijuana and what the effects have been. She said she wanted to know more about the approval process prior to July's report.

Councilmember McRae said that the City Council should consider this issue. He said that times are changing and marijuana is now a legal substance and there is some revenue to be had that the city needs. He said this could be part of the equation of keeping young people in the community.

Councilmember VanStee said that the City needs to do the research. He said the City has heard from many residents who have asked that it be considered. He said that there is a significant black market, and that making commercial sales of recreational marijuana legal in Charlotte could help undermine the black market. He said that access to marijuana is abundant in the City already and that we should choose a regulated approach, rather than relying on the black market.

Councilmember Dyer said that he had asked for this item to be added to the agenda. He said the resolution does not commit the City to any action, but that we need to look at all revenue options. He said it is not the Council's job to regulate constituent morality and the City will miss out on the available revenue if it waits too long.

Mayor Armitage said that he supports the resolution, and that Charlotte residents voted in favor of marijuana when it was on the statewide ballot. He said that he does not believe that revenue is the primary reason to do it, and that the City needs to look at it in its total merit for the community.

Community Development Director Myrkle said that he is still getting many inquiries from people interested in setting up commercial grow operations in the City. He said that it is, by far, the most common inquiry he receives compared to any other category or type of business.

**Carried. 5 Yes. 2 No. (Baker, Hoogstra) 0 Abstain. 0 Absent.**

**E. Consider Resolution 2021- 089 Replacement of Methane Boiler at Wastewater Treatment Plant.**

RESOLUTION NO. 2021-89

A RESOLUTION TO AUTHORIZE THE REPLACEMENT  
OF METHANE BOILER AT THE WASTERWATER  
TREATMENT PLANT

WHEREAS, a boiler at the Wastewater Treatment Plant (WWTP) was installed in the 1978 upgrade as part of the biosolid digestion process; and

WHEREAS, the boiler has been requiring increased number of repairs and parts are no longer available due to its age; and

WHEREAS, the boiler replacement has been deferred for several years to minimize the impact on the budget; and

WHEREAS, the FY 2021-2022 budget has allocated \$88,000.00 for the replacement of the methane gas boiler; and

WHEREAS, staff has secured two bids for the boiler and associated equipment; and

WHEREAS, Gunthorpe Plumbing & Heating, Inc. (Gunthorpe) submitted the lowest bid to remove the existing boiler, install the new boiler, perform related work for a fee of \$87,493.38, and

WHEREAS, Gunthorpe has indicated that due to the volatility of material prices, their costs will increase by \$3,000.00 if the order isn't placed after June 8th, and

WHEREAS, funding for the work performed will be charged to the Water and Sewer Fund; and

WHEREAS, Section 2-186 of the City Ordinances allows for the waiver of sealed bids for purchases over the amount of \$5,000 and the required three quotes for purchases over \$2,500.

THEREFORE, BE IT RESOLVED That the city council authorizes Gunthorpe Plumbing & Heating, Inc. to replace the existing methane boiler at the WWTP for a fee of \$87,493.38 and agrees to waive the sealed bid process.

**The foregoing resolution moved by Baker, supported by Dyer.**

Mayor Armitage said that he did not like some of the language in the bid forcing the City to expedite the decision.

Councilmember VanStee asked whether this purchase is absolutely necessary. He said that he wants more information, and that if it can be delayed it should be. Councilmember Hoogstra said that she agrees.

Public Works Director Gilson said that the sewage sludge at the treatment plant has to be kept warm throughout the winter in order for the biological processes to take place. There are two boilers, one is natural gas and the other is methane. The methane boiler uses gas captured from the biological processes themselves. It is in disrepair and the City is salvaging parts from a similar boiler that was previously taken out of service elsewhere in Eaton County. She said it is significantly cheaper to use the methane boiler compared to the natural gas boiler, because the City has to purchase the natural gas. She also said the note on cost in the bid was just poorly worded, and she does not think it was intended as a scare tactic.

Van Stee asked if there was any risk in just continuing to use the natural gas boiler. Gilson said the risk is in the operational cost, because it is much higher.

Councilmember Baker asked the age of the boiler. Gilson said it was installed in 1978. She said the new boiler would be much smaller and more efficient. She said that it would take about 12 weeks to order and install the new methane boiler. She suggested the City could wait until it fails and then risk the 12 weeks of expense related to the natural gas purchase.

Councilmember McRae asked if the methane has to be burned, or could it simply be vented or released. Gilson said that you cannot release it, it has to be burned.

**Carried. 7 Yes. 0 No. 0 Absent.**

**F. Consider Resolution 2021- 090 Zoning Board of Appeals  
Case for variance from front yard setback and corner  
clearance area requirements at 123 East Stoddard St.**

**ZONING BOARD OF APPEALS RESOLUTION 2021 –090**

**A RESOLUTION TO AUTHORIZE A MODIFICATION TO  
THE HEIGHT AND AREA REGULATIONS FOR 123 EAST  
STODDARD STREET**

WHEREAS, the City of Charlotte has received a Zoning Board of Appeals application for consideration of a modification to the height and area regulations at 123 East Stoddard Street;  
And

WHEREAS, the purpose of this modification would be to allow the construction of a building addition that would accommodate the installation of an elevator; and

WHEREAS, the Zoning Board of Appeals has the authority to grant modifications to height and area regulations in order to secure an improvement of a lot that cannot otherwise be improved without such modification; and

WHEREAS, the Zoning Board of Appeals has made the following determinations in relation to this request:

- The proposed modification will not impair an adequate supply of light and air to adjacent properties.
- The proposed modification will not unreasonably increase the congestion in public streets.
- The proposed modification will not increase the danger of fire or endanger public safety.
- The proposed modification will not unreasonably diminish or impair established property values in the surrounding area.
- The proposed modification will not impair the public health, safety, comfort, morals or welfare of the inhabitants of the city.
- The proposed modification will secure the improvement of a parcel that, due to its relationship to surrounding development and physical characteristics cannot be appropriately improved without such modification.

And;

WHEREAS, the Zoning Board of Appeals has also determined that the proposed modification can and should be considered a reasonable accommodation as required by the Americans with Disabilities Act.

THEREFORE, BE IT RESOLVED that the City of Charlotte Zoning Board of Appeals hereby grants the requested modification to height and area regulations for the development at 704 St. Mary's Boulevard.

**The foregoing resolution moved by Dyer, supported by Van Stee.**

Mayor Armitage said that he realizes the new addition would be set back somewhat, but he would like to see the parking

addressed with signage or similar controls. He said that could be left to staff to manage. Councilmember Van Stee agreed, saying that they are planning this as best they can, but that the parking could be changed.

Councilmember Baker said the church has made a lot of improvements in the building and he supports the project.

Police Chief Brentar said that he would look at the parking situation to see if it can be approved.

Councilmember McRae said that there doesn't appear to be any other place to put an elevator.

Mayor Pro Tem Dyer said it is not a busy area.

Councilmember Hoogstra said that the issue should be addressed through parking changes if necessary.

City Manager LaPere said that parking is an existing condition and can be addressed separately. It does not need to be a condition of approval for this project.

**Carried. 7 Yes. 0 No. 0 Absent.**

#### **APPROVAL OF RESOLUTIONS AND ORDINANCES:**

##### **A. Consider Resolution 2021-076 Authorizing Brush Grinding Contract**



RESOLUTION NO. 2021-076

A RESOLUTION TO AUTHORIZE BRUSH GRINDING  
CONTRACT

WHEREAS, the Department of Public Works collects leaves and brush throughout the year and contracts for its grinding a removal each Spring; and

WHEREAS, the Department issued a bid request to the few companies who own the equipment necessary to provide this service; and

WHEREAS, only one bid was turned in this year and it was from last year's low bidder; and

WHEREAS, the bid from Hammond Farms, Inc. of Dimondale, MI is in the amount of \$15,165.00; and

WHEREAS, Hammond Farms was the low bidder last few years and their work was timely and satisfactory.

THEREFORE, BE IT RESOLVED That the City Council approve the brush grinding service by Hammond Farms, Inc. and it be paid for from the General Fund Leaf Collection account as budgeted.

**The foregoing resolution moved by Dyer, supported by Weissenborn.**

Councilmember Van Stee asked whether the City would still be doing curbside brush pick-up and would this even be needed.

Director of Public Works Gilson said DPW still has a lot of last year's brush and it needs to be ground. She also said that, even if the City does not continue to do pick up, residents would still be dropping it off and it will need to be processed.

**Carried. 7 Yes. 0 No. 0 Absent.**

**B. Consider Resolution 2021-077 Approving FTCH  
contract for Drinking Water Asset Management Grant**

RESOLUTION NO. 2021-077

A RESOLUTION TO AUTHORIZE A CONTRACT WITH  
FISHBECK FOR ENGINEERING SERVICES RELATED TO  
DRINKING WATER ASSET MANAGEMENT GRANT

WHEREAS, the Michigan Department of Environment, Great Lakes and Energy (EGLE) has required municipalities to verify the material of all water service lines in three locations each by 2025; and

WHEREAS, The Department of Public Works (DPW) was assisted by Fishbeck in obtaining a \$350,700 Drinking Water Asset Management (DWAM) grant from EGLE to verify the grant allowable interim sampling of 346 water services in the City and perform asset management work related to the water Geographic Information System (GIS); and

WHEREAS, As outlined in the grant agreement, Fishbeck will provide a turnkey project including soliciting bids for the potholing of services, managing the contractor, paying them and providing GIS services related to the grant, and

WHEREAS, funding for the professional services related to the DWAM grant do not require a match, therefore there is no net effect to the Water and Sewer Fund.

THEREFORE, BE IT RESOLVED that the City Council enter into a contract with Fishbeck to provide the above mentioned services in accordance with the grant award and that the Mayor or Clerk be directed to sign a contract on behalf of the City.

**The foregoing resolution moved by Baker, supported by Weissenborn. Carried. 7 Yes. 0 No. 0 Absent.**

**C. Consider Resolution 2021-084 Approving Fund Balance Policy**

RESOLUTION NO. 2021-084

A RESOLUTION TO APPROVE COUNCIL POLICY  
2021-06 GENERAL FUND BALANCE POLICY

WHEREAS, City Council has expressed a desire to establish a formal Fund Balance and Reserve Policy for the General Fund that promotes responsible financial management by adhering to

best budget practices and Generally Accepted Accounting Principles (GAAP); and

WHEREAS, by maintaining sufficient fund balances and reserves, the city will be well positioned to provide financial security and continued delivery of services, withstand economic downturns and other financial stressors such as a natural disaster or emergency, promote stable tax rates and fees, protect the city's credit worthiness and bond rating, respond to opportunities, and consider long-term financial needs; and

WHEREAS, the policy will establish a target threshold for the unassigned General Fund balance, provide requirements to replenish the depleted reserves, and guidelines by which surpluses may be spent;

THEREFORE, BE IT RESOLVED that Council Policy 2021-06 regarding the general fund balance is hereby approved.

**The foregoing resolution moved by Councilmember Baker, supported by Councilmember Weissenborn. Carried. 7 Yes. 0 No. 0 Absent.**

**D. Consider Resolution 2021-085 Approve Ad Hoc Committee Extension.**

RESOLUTION NO. 2021-085

A RESOLUTION TO EXTEND ASSIGNMENT OF THE AD  
HOC CODE ENFORCEMENT COMMITTEE

WHEREAS, City Council established an Ad Hoc Code Enforcement Committee to review the code enforcement presence in the community; and

WHEREAS, City Council wishes to extend the assignment to include a review of certain sections of the City Ordinance related to property maintenance and dangerous buildings, specifically the language contained within Chapter 52 - Property Maintenance and Nuisance Abatement; and

WHEREAS, City Council believes that it is prudent to undertake an evaluation of the City's current property maintenance ordinance by forming an ad hoc committee to review and make recommendations to the City Council;

NOW, THEREFORE, BE IT RESOLVED that the previously established Ad Hoc Code Enforcement Committee shall continue to meet to 1) review certain city ordinances, and 2) make a recommendation to City Council for further consideration of language amendments to those ordinances.

BE IT FURTHER RESOLVED that the Ad Hoc Code Enforcement Committee shall issue a final written report of its

findings and recommendations to the City Council not later than the first regular Council meeting in September 2021.

**The foregoing resolution moved by Baker, supported by Weissenborn. Carried. 7 Yes. 0 No. 0 Absent.**

**INTRODUCTION OF RESOLUTIONS AND  
ORDINANCES**

**A. Resolution 2021-091 contract with Moore and Bruggink to study tertiary filtration improvements.**

RESOLUTION NO. 2021-091

A RESOLUTION TO AUTHORIZE A CONTRACT WITH  
MOORE & BRUGGINK  
FOR SERVICES RELATED TO A FEASIBILITY STUDY  
FOR TERTIARY FILTRATION IMPROVEMENTS

WHEREAS, the WWTP uses tertiary filtration as a critical process for the removal of phosphorus, biological oxygen demand, and total suspended solids that allows us to meet the terms of the discharge permit; and

WHEREAS, three tertiary filters are from the 1978 plant construction, and three were added in the 2000 upgrade, and they all need upgrades and replacements to the media, piping, and valves; and

WHEREAS, Moore & Bruggink has proposed a study to determine the most cost-effective option to either renovate, upgrade or replace the current process technology; and

WHEREAS, Moore & Bruggink has submitted a proposal in the amount of \$8,700 to prepare a report presenting up to three alternatives for the replacement of the above mentioned study.

THEREFORE, BE IT RESOLVED That the City enter into a contract with Moore & Bruggink to provide the above mentioned services and that the mayor or clerk be directed to sign said contract on behalf of the City.

**The foregoing resolution moved by Van Stee, supported by Baker. Carried. 7 Yes. 0 No. 0 Absent.**

**B. Resolution 2021-092 approving updated fee schedule for 2021**

CITY OF CHARLOTTE  
RESOLUTION 2021-092

WHEREAS, fees to be paid for zoning reviews including fences, sheds, site plans, rezoning, Zoning Board of Appeals requests, etc., are to be established by resolution of the City Council; and

WHEREAS, fees to be paid for zoning reviews including fences, sheds, site plans, rezoning, Board of Appeals requests, etc., are to be established by resolution of the City Council; and

WHEREAS, fees to be paid for water turn on charges, NSF check, Sewer Cleaning, call out rates, and meter testing, etc. are to be established by resolution of the City Council; and

WHEREAS, fees to be paid for gun permits, copies of police reports, breath test, water turn on charges, weed cutting, copies, DVDs, CDs labels and other requests are to be established by resolution of the City Council; and

WHEREAS, fees for certain items have not been adjusted for some time and no longer reflect the true costs of providing the services associated with the issuance of those permits;

NOW THEREFORE BE IT RESOLVED, that the following fees be established as follows:

**BUILDING/PLANNING/ZONING/FIRE**

|                                                       |         |
|-------------------------------------------------------|---------|
| Occupancy Permit.....                                 | \$30.00 |
| Fence or Shed Permit.....                             | \$20.00 |
| Swimming Pool Permit (above or in ground).....        | - 50.00 |
| Demolition Permit (residential or commercial).....    | - 50.00 |
| Moving Permit (residential or commercial)             | 200.00  |
| Roof Permit (complete or partial).....                | -50.00  |
| Insulation Permit (complete building or partial)..... | -50.00  |
| Siding Permit (complete building or partial).....     | -50.00  |
| Window Permit (one or more).....                      | -40.00  |
| Sign Permit.....                                      | -40.00  |
| Construction Permits:                                 |         |

|                                                                                               |             |
|-----------------------------------------------------------------------------------------------|-------------|
| Minimum Permit.....                                                                           | 30.00       |
| All other permits will be \$30.00 for the first \$1000 and \$10.00 for each additional \$1000 |             |
| Permit Renewal.....                                                                           | 10.00       |
| Act 425 Agreement.....                                                                        | 100.00      |
| Rezoning.....                                                                                 | 150.00      |
| Rezone with Master Plan Change.....                                                           | 200.00      |
| Board of Appeals hearing.....                                                                 | 75.00       |
| Site Plans, including planned development districts.....                                      | 100.00      |
| Special Condition Use.....                                                                    | 100.00      |
| Class A Non-Conforming Use.....                                                               | 100.00      |
| Plan Review:                                                                                  |             |
| Commercial and large buildings.....                                                           | 75.00       |
| Residential and small buildings.....                                                          | 25.00       |
| Department of Social Services and other requested inspections.....                            | 25.00       |
| Plus mileage if outside of City                                                               |             |
| Re-inspection of the above.....                                                               | 15.00       |
| Plus mileage if outside of City                                                               |             |
| Subdivision Review fees as follows:                                                           |             |
| Conventional Subdivision Plats.....                                                           | 250.00      |
| Plus \$2.00 per lot                                                                           |             |
| Subdivision Open Spaces Plan.....                                                             | 250.00      |
| Plus \$2.00 per lot                                                                           |             |
| Multiple Family Residential Plat.....                                                         | 250.00      |
| Plus \$2.00 per individual dwelling unit                                                      |             |
| Zoning Book.....                                                                              | 25 per page |
| Zoning Map.....                                                                               | 2.00        |
| Master Plan with maps.....                                                                    | 40.00       |

|                        |      |
|------------------------|------|
| Fire Report.....       | 5.00 |
| Copies (per page)..... | .25  |

# DEPARTMENT OF PUBLIC WORKS WATER/SEWER/STREETS/SIDEWALKS

|                                                               |                      |
|---------------------------------------------------------------|----------------------|
| Water turn on fee (due to repair or snow bird).....           | 30.00                |
| Water turn on fee (due to non-payment shut off).....          | 40.00-80.00          |
| Water turn on fee (after hours – repair/snowbird only).....   | 70.00                |
| NSF check charge.....                                         | 30.00                |
| Sewer Clean.....                                              | 75.00                |
| After hours sewer clean (call out).....                       | 150.00               |
| Holiday hours sewer clean (call out).....                     | 200.00               |
| Meter test.....                                               | varies based on cost |
| Weed cutting–(labor, equipment) minimum.....                  | 150.00               |
| Water meter rental                                            |                      |
| Meter deposit (refundable less any unpaid water charges)..... | 500.00               |
| Fee: 0 – 5,000 gallons (minimum fee).....                     | 50.00                |
| Over 5,000 gallons (minimum fee).....                         | 100.00               |
| Water billed at usage times rate times 2                      |                      |
| Frozen meter replacements – cost of meter & copperhorn.....   | varies               |
| Frozen meter in pit – cost of meter.....                      | varies               |

|                                                                         |        |
|-------------------------------------------------------------------------|--------|
| Frozen water service...(labor, material, equipment).....                | varies |
| Sprinkler meter – cost of meter, copperhorn.....                        | varies |
| Sidewalk Snow Removal (labor, equipment, contractual svcs)-min. rate... | 100.00 |
| Brush Cleanup (labor, equipment, contractual svcs)– minimum rate....    | 100.00 |
| Trash Cleanup (labor, equipment, contractual svcs)– minimum rate.....   | 150.00 |
| Copies (per page).....                                                  | .25    |

#### POLICE DEPARTMENT

|                                                                                                                                   |            |
|-----------------------------------------------------------------------------------------------------------------------------------|------------|
| Gun Permits (notary fee) .....                                                                                                    | 5.00-10.00 |
| Downtown overnight parking permit – residents only .....                                                                          | 30.00      |
| Police report copy fees are calculated using FOIA itemization, therefore cost is determined for each report as necessary.....     | Varies     |
| Court Ordered preliminary breath testing for city residents – conducted only on weekends & holidays at 6:00 AM .....              | 5.00       |
| Vehicle crash reports – use this service: <a href="https://policereports.lexisnexis.com">https://policereports.lexisnexis.com</a> |            |
| Court Ordered portable breath testing.....                                                                                        | 5.00       |

ADMINISTRATION (fees do not include shipping costs which will be added)

|                                                                          |              |
|--------------------------------------------------------------------------|--------------|
| City Code Book, including Charter and Zoning with tabs and cover.....    | 95.00        |
| City Code Book, including Charter and Zoning without tabs and cover..... | .25 per page |

|                                       |                 |
|---------------------------------------|-----------------|
| City Charter.....                     | 13.25           |
| <del>Cable DVD of Meetings.....</del> | <del>5.00</del> |
| Qualified voter file information      |                 |
| Per page.....                         | .25             |
| Burned to CD (each CD) .....          | 5.00            |
| Labels (each).....                    | .03             |
| Copies (per page).....                | .25             |

BE IT FURTHER RESOLVED that requests submitted under the Freedom of Information Act may be subject to charges in addition to per copy fees in accordance with the City Council policy regarding such requests, and

BE IT FURTHER RESOLVED that the effective date will be July 1, 2021.

**The foregoing resolution moved by Baker, supported by Weissenborn. Carried. 7 Yes. 0 No. 0 Absent.**

#### **C. Resolution 2021-093 to rezone 121 E. Harris Street from OS-1 Office Service District to B-1 Local Business District**

##### RESOLUTION NO. 2021 – 093

A RESOLUTION TO APPROVE A REQUEST FOR THE REZONING OF A PARCEL ON EAST HARRIS STREET FROM OS-1 OFFICE SERVICE DISTRICT TO B-1 LOCAL BUSINESS DISTRICT

WHEREAS, the City Council of the City of Charlotte has received a request to rezone properties in the City described as follows:

- 121 E. Harris Street -- Parcel No. 200-000-010-190-00 – S 70 FEET OF LOT 19. O.P. BLOCK 10 CITY OF CHARLOTTE from OS-1 Office Service District to B-1 Local Business District.

WHEREAS, the purpose of this change would be to allow for a wider range of commercial uses, including retail business; and

WHEREAS, following the required public hearing, the City of Charlotte Planning Commission has voted to recommend this rezoning action to the City Council.

THEREFORE, BE IT RESOLVED that the City Council of the City of Charlotte does hereby approve the rezoning of this parcel from OS-1 Office Service District to B-1 Local Business District.

**The foregoing resolution moved by Baker, supported by Weissenborn. Carried. 7 Yes. 0 No. 0 Absent.**

**D. Ordinance 2021-07 to rezone 121 E. Harris Street from OS-1 Office Service District to B-1 Local Business District**

CITY OF CHARLOTTE  
ORDINANCE NO. 2021-07

AN ORDINANCE TO AMEND CHAPTER 82-ZONING BY  
AMENDING THE ZONING MAP TO CHANGE A  
CERTAIN DESCRIBED PARCEL  
FROM OS-1 OFFICE SERVICE DISTRICT TO B-1 LOCAL  
BUSINESS DISTRICT

THE CITY OF CHARLOTTE ORDAINS:

Section 1. The Zoning District Map of the City of Charlotte, being part of Chapter 82-Zoning of the Code of the City of Charlotte is hereby amended as follows:

That property described as S 70 Feet of Lot 19. O. P. Block 10 City of Charlotte is hereby rezoned from OS-1 Office Service District to B-1 Local Business District.

Section 2. That the City Clerk is hereby directed to make the necessary corrections evidencing this zoning change.

Section 3. The attached map evidencing this change shall be marked and designated as Ordinance No. 2021-07 and the City Clerk shall enter on the zoning map this ordinance number and the date of the adoption thereof and shall maintain a file containing a copy of this ordinance and a map thereto attached.

Section 4. This ordinance shall become effective upon the date of its publication.

**The foregoing ordinance amendment moved by Baker, supported by Weissenborn. Carried. 7 Yes. 0 No. 0 Absent.**

**PUBLIC COMMENTS:**

Ben Phlegar, 425 Horatio, asked for an explanation of a social district.

Mayor Armitage explained basic information regarding the new regulations on social districts recently enacted by the Michigan Liquor Control Commission.

Councilmember McRae asked whether the social districts were only for alcohol, or whether they included marijuana use as well. Armitage said just alcohol.

Dr. Heidi Hanson, 710 West Lawrence Avenue, addressed marijuana grow operations and dispensaries, saying the City should consider air pollution and allergies. She also said that while marijuana is not supposed to be physically addictive, but her experiences would indicate otherwise. She said to consider CBD products vs. THC products, as well as how many dispensaries there should be and where. She said there are a lot of people growing marijuana in the City already and also CBD products being sold.

**COMMUNICATIONS AND COMMITTEE REPORTS:**

Mayor Armitage listed the various reports that can be found in the City Council meeting packet.

City Manager LaPere said that City staff have started working to address dangerous buildings in the City. She also said that the marijuana report would look at all options and impacts as

best as possible, and the City would work to facilitate public input. She said that she agrees that it should not just be a decision based on money. She said the same applies to social districts, and there needs to be public input, input from downtown businesses and open discussion. She said there needs to be public safety input on both issues.

Councilmember Van Stee reported on the activities of the Planning Commission, which included the hearing and recommendation regarding the rezone of 121 E. Harris Street.

**MAYOR AND COUNCIL COMMENTS:**

Councilmember Van Stee said that it is nice to see everyone in person after more than a year of remote meetings. He said that Council is working hard to make decisions in the best interests of the city.

Councilmember Hoogstra also said it is nice to be meeting in person again, and said that she is glad that the tone of conversation at the meeting is mature and respectful.

Mayor Pro Tem Dyer said that while he did ask for both marijuana and social districts issues to be brought up, the discussions are not interdependent.

Councilmember Baker said that he is glad to be meeting in person again.



Councilmember Weissenborn echoed the same comments regarding in person meetings and offered congratulations to this year's high school graduates and said she loved the outdoor graduation ceremony.

Councilmember McRae also expressed appreciation for the in person meeting.

Mayor Armitage said that there remain open positions on certain City boards and commissions, and anyone interested in serving should contact him. He said that he attended the VFW Memorial Day ceremony at the cemetery and he hopes more people come to it in the future.

**ADJOURNMENT:**

**Councilmember Hoogstra moved, supported by Mayor Pro Tem Dyer to adjourn the meeting at 8:52 p.m. Carried. 7 Yes. 0 No. 0 Absent.**

**CITY OF CHARLOTTE  
COUNCIL PROCEEDINGS**

**Workshop Meeting  
June 15, 2021**

**CALL TO ORDER:**

By Mayor Armitage on Monday, June 15, 2021 at 7:00 p.m

**PRESENT:**

Councilmembers: Hoogstra, Weissenborn, VanStee, Dyer, McRae & Mayor Armitage. All reported their remote meeting location as being in the City of Charlotte, County of Eaton and State of Michigan.

Staff: Manager LaPere

**EXCUSE ABSENT MEMBERS:**

Councilmembers: Baker

Motion by Hoogstra, second by Dyer to excuse absent member.

Carried. 6 Yes. 0 No. 1 Absent

**APPROVAL OF AGENDA:**

Motion by Weissenborn, second by Dyer to approve the agenda as published. Carried. 6 Yes. 0 No. 1 Absent

**PUBLIC COMMENT:**

None.

**DISCUSSION ITEM:**

**A. Proposed FY21-22 Budget**

Manager LaPere gave an overview of the current financial situation, updated pension system information, and provided an overview of the proposed budget for the upcoming fiscal year.

A discussion was held on the various cost reductions and administration answered inquiries about the impacts to departments and services. Council members expressed appreciation for the efforts to reduce expenses to address the fiscal constraints facing the City without significant losses to service. Members concurred that a

priority for the upcoming year is to hire a dedicated code enforcement officer. Administration was also directed to begin drafting rental ordinance language for consideration in the near future.

At the Council meeting of June 21st, a public hearing on the budget is scheduled and resolution for adoption will be considered.

**B. American Rescue Plan Funding**

LaPere provided an overview of the expectations for funding amounts and dates of receipt from the state.

A discussion was held on eligible expenditures and prioritization of investment of the funding. Council asked administration to prepare additional information on opportunities to utilize this funding for investments in the water and sewer infrastructure, and to provide information on premium pay for eligible essential employees.

**PUBLIC COMMENT:**

None.

**MAYOR AND COUNCIL COMMENTS:**

None.

**ADJOURNMENT:**

Motion by Dyer, second by VanStee, to adjourn the meeting at 8:23 p.m. Carried. 6 Yes. 0 No. 1 Absent.

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Mayor Armitage

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Mikayla Densmore, Deputy City Clerk

**RESOLUTION NO. 2021-094**  
**A RESOLUTION TO APPROVE EXPENDITURES OF THE CITY OF CHARLOTTE**  
**FOR JUNE 21, 2021**

**WHEREAS**, Section 7.7(B) of the City Charter requires Council approval for the expenditure of city funds; and

**WHEREAS**, the June 18, 2021, payroll totaled \$87,828.85; and

**WHEREAS**, the June 17, 2021, claims total in the amount of \$207,521.39; and

**WHEREAS**, the June 7, 2021, insurance claims totaled \$3,246.04; and

**WHEREAS**, the June 14, 2021, insurance claims totaled \$2,684.33; and

**THEREFORE, BE IT RESOLVED** that the City Council approves claims and accounts for June 21, 2021, in the amount of \$301,280.61.

INVOICE REGISTER FOR CITY OF CHARLOTTE  
 INVOICE ENTRY DATES 06/04/2021 - 06/17/2021  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID

| Date Entered | Vendor                            | Description                                 | Amount    |
|--------------|-----------------------------------|---------------------------------------------|-----------|
| 06/08/2021   | LIGHTHOUSE TITLE GROUP            | UB refund for account: 06152                | 210.96    |
| 06/14/2021   | NCL OF WISCONSIN, INC             | CHEMICALS                                   | 209.56    |
| 06/16/2021   | TRACE ANALYTICAL LABORATORIES     | WATER QUALITY SAMPLES-05/27/21              | 265.00    |
| 06/16/2021   | TRACE ANALYTICAL LABORATORIES     | DRINKING WATER LEAD AND COPPER              | 267.00    |
| 06/16/2021   | TRACE ANALYTICAL LABORATORIES     | DRINKING WATER LEAD AND COPPER SAMPLES      | 33.00     |
| 06/16/2021   | TRACE ANALYTICAL LABORATORIES     | WATER QUALITY SAMPLES-06/02/2021            | 93.00     |
| 06/16/2021   | TRACE ANALYTICAL LABORATORIES     | DRINKING WATER - JUNE 2021                  | 44.00     |
| 06/16/2021   | TRACE ANALYTICAL LABORATORIES     | DRINKING WATER LEAD AND COPPER SAMPLES      | 33.00     |
| 06/16/2021   | BYRUM ACE HARDWARE                | CONCRETE MIX                                | 3.59      |
| 06/16/2021   | BYRUM ACE HARDWARE                | SUPPLIES                                    | 74.90     |
| 06/16/2021   | BYRUM ACE HARDWARE                | PARTS                                       | 7.98      |
| 06/16/2021   | BYRUM ACE HARDWARE                | LAWN SPRAYER                                | 17.99     |
| 06/16/2021   | KENNEDY INDUSTRIES INC.           | SERVICE                                     | 10,770.00 |
| 06/16/2021   | VAL-MATIC VALVE AND MANUFACTURING | SWING FLEX                                  | 2,616.44  |
| 06/16/2021   | KENDALL ELECTRIC INC.             | LAMP                                        | 16.92     |
| 06/16/2021   | KENNEDY INDUSTRIES INC.           | PARTS                                       | 2,398.00  |
| 06/16/2021   | USA BLUE BOOK                     | TNT + PHOSPHORUS                            | 782.92    |
| 06/16/2021   | WOLVERINE POWER SYSTEMS           | COOLANT                                     | 459.55    |
| 06/16/2021   | DUBOIS COOPER ASSOCIATES INC      | ROTATING ASSY FOR T6 PUMP                   | 4,931.00  |
| 06/16/2021   | DUBOIS COOPER ASSOCIATES INC      | PARTS                                       | 441.00    |
| 06/16/2021   | GALLOUP                           | PVC                                         | 436.63    |
| 06/16/2021   | GALLOUP                           | GASKET                                      | 9.95      |
| 06/16/2021   | VEOLIA WATER TECHNOLOGIES, INC    | CARTRIDGE PRETREATMENT                      | 725.14    |
| 06/16/2021   | CUMMINS SALES & SERVICE #774494   | SERVICE                                     | 1,799.28  |
| 06/16/2021   | CUMMINS SALES & SERVICE #774494   | SERVICE                                     | 812.22    |
| 06/16/2021   | KENNEDY INDUSTRIES INC.           | SERVICE ON DAY LIFT STATION                 | 4,985.00  |
| 06/16/2021   | ELHORN ENGINEERING COMPANY        | 60 LB ACCU-TAB TABLETS                      | 3,048.40  |
| 06/16/2021   | ELHORN ENGINEERING COMPANY        | LIQUIFIED AQUADENE                          | 3,088.00  |
| 06/16/2021   | KRUM PUMP & EQUIPMENT CO.         | PARTS                                       | 455.90    |
| 06/16/2021   | MICHIGAN RURAL WATER ASSOC.       | ANNUAL MEMBERSHIP DUES                      | 755.00    |
| 06/16/2021   | GALLOUP                           | GALV NIP                                    | 8.47      |
| 06/16/2021   | CLEARBROOKE TECHNOLOGIES          | TREATMENT FOR LASNING LIFT STATION AND WWTP | 1,400.48  |
| 06/16/2021   | HAMMERSMITH EQUIPMENT CO.         | SUPPLIES                                    | 292.80    |
| 06/16/2021   | GALE BRIGGS, INC.                 | CONCRETE                                    | 278.75    |
| 06/16/2021   | CORE & MAIN LP                    | PARTS                                       | 3,087.20  |
| 06/16/2021   | JACK DOHNEY COMPANIES, INC        | SWIVEL JOINT                                | 225.00    |
| 06/16/2021   | JACK DOHNEY COMPANIES, INC        | PARTS                                       | 276.04    |
| 06/16/2021   | CHROUCH COMMUNICATIONS            | REAR ACCESSORY KIT & ANTENNA                | 70.60     |
| 06/16/2021   | NORTHERN SAFETY CO., INC.         | SUPPLIES                                    | 113.85    |
| 06/16/2021   | OVERHEAD DOOR CO. OF LANSING      | OVER HEAD DOOR REPAIR DOWNTOWN BUILDING     | 1,926.76  |
| 06/16/2021   | DORNBOS SIGN & SAFETY INC.        | DECALS                                      | 51.20     |
| 06/16/2021   | ETNA SUPPLY                       | TOP SECTION, LID DROP IN, BOTTOM SECTION    | 3,537.11  |
| 06/16/2021   | FAMILY FARM & HOME                | COVER                                       | 2.79      |
| 06/16/2021   | CAPITAL ASPHALT                   | LVSP ASPHLT MATERIAL                        | 811.40    |
| 06/16/2021   | WEILER EXCAVATION LLC             | 214 N. COCHRAN AVE.                         | 5,500.00  |
| 06/16/2021   | BYRUM ACE HARDWARE                | CONCRETE MIX                                | 13.18     |
| 06/16/2021   | ELECTRICAL TERMINAL SERVICES      | SUPPLIES                                    | 24.18     |
| 06/16/2021   | SPARTAN TOOL                      | SUPPLIES                                    | 110.26    |
| 06/16/2021   | SPARTAN TOOL                      | SUPPLIES                                    | 299.88    |

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INVOICE REGISTER FOR CITY OF CHARLOTTE  
 INVOICE ENTRY DATES 06/04/2021 - 06/17/2021  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID

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| Date Entered | Vendor                          | Description                                   | Amount    |
|--------------|---------------------------------|-----------------------------------------------|-----------|
| 06/16/2021   | ERIC ROGERS LLC                 | WEEKLY LAWN MOWING                            | 1,289.00  |
| 06/16/2021   | TRUGREEN #2801                  | VEGETATION CONTROL                            | 39.95     |
| 06/16/2021   | ERIC ROGERS LLC                 | WEEKLY LAWN MOWING                            | 1,954.00  |
| 06/16/2021   | WASTE MANAGEMENT-               | REFUSE PICKUP                                 | 1,844.06  |
| 06/16/2021   | GARDENSAPES LAWN & LANDSCAPE    | MEMORIAL PARK MAY 2021                        | 250.00    |
| 06/16/2021   | ERIC ROGERS LLC                 | SPRAYING LINCOLN PARK                         | 75.00     |
| 06/16/2021   | ERIC ROGERS LLC                 | WEEKLY LAWN MOWING                            | 1,289.00  |
| 06/16/2021   | AMAZON CAPITAL SERVICES         | TIME CARDS                                    | 19.82     |
| 06/16/2021   | DIXON ENGINEERING, INC          | SECONDARY CLARIFER                            | 4,350.00  |
| 06/16/2021   | BYRUM ACE HARDWARE              | ROUNDUP                                       | 9.99      |
| 06/16/2021   | HASSEL FREE FUELS               | GAS AND DIESEL                                | 1,629.08  |
| 06/16/2021   | ERIC ROGERS LLC                 | WATERED FLOWERS                               | 425.00    |
| 06/16/2021   | COUNTY OF EATON                 | 2020 TAX                                      | 147.05    |
| 06/16/2021   | EATON COUNTY- CONSTRUCTION CODE | MAY 2021 INSPECTION SERVICES                  | 2,860.00  |
| 06/16/2021   | ACD.NET                         | INTERNET & PHONE SERVICE                      | 1,017.64  |
| 06/16/2021   | REVITALIZE, LLC                 | BEACH MARKET REDEVELOPMENT                    | 1,370.00  |
| 06/16/2021   | MCGINTY, HITCH, ET AL., P.C.    | MAY 2021                                      | 5,580.55  |
| 06/16/2021   | GOVHR USA                       | FINAL ONE HALF FOR THE RECRUITMENT CITY CLERK | 5,417.92  |
| 06/16/2021   | TRUPAY CORPORATION              | TIME & LABOR MGT                              | 201.00    |
| 06/17/2021   | NITE BEAM PRODUCTS, LLC         | ROAD COMMANDER SUPPLIES                       | 1,788.65  |
| 06/17/2021   | MICHIGAN STATE POLICE           | SEX OFFENDER MAY 2021                         | 60.00     |
| 06/17/2021   | AMAZON CAPITAL SERVICES         | AIR CONDITIONER                               | 530.80    |
| 06/17/2021   | GUARDIAN TRACKING, LLC          | ANNUAL SUPSCRIPTION FOR INTERNET ACCESS       | 938.00    |
| 06/17/2021   | ENCOMPASS, LLC                  | ANNUAL EAP BILLING                            | 2,000.00  |
| 06/17/2021   | LEXISNEXIS RISK SOLUTIONS       | MAY 2021                                      | 150.00    |
| 06/17/2021   | SHRED-IT USA LLC                | SHREDDINGS                                    | 150.73    |
| 06/17/2021   | JIM'S VILLAGE CYCLE SHOP        | SERVICE WORK                                  | 137.72    |
| 06/17/2021   | LEA'S AUTO BODY                 | OIL CHANGE                                    | 63.78     |
| 06/17/2021   | CAREY DOOR SERVICE              | POLICE GARAGE DOORS                           | 666.00    |
| 06/17/2021   | AMAZON CAPITAL SERVICES         | SUPPLIES                                      | 107.32    |
| 06/17/2021   | BARYAMES CLEANERS               | DRY CLEANING                                  | 266.65    |
| 06/17/2021   | MICHIGAN NETWORK CONSULTANTS    | IT SERVICES                                   | 3,150.00  |
| 06/17/2021   | CONSULTANTS ON CALL, LLC        | MANAGED SERVICE FEES                          | 2,175.00  |
| 06/17/2021   | AMAZON CAPITAL SERVICES         | COMPUTER EQUIPMENT                            | 1,844.46  |
| 06/17/2021   | MERS                            | RETIREMENT                                    | 75,240.28 |
| 06/17/2021   | THE COUNTY JOURNAL              | PARK RANGER AD                                | 59.21     |
| 06/17/2021   | THE COUNTY JOURNAL              | PARK RANGER AD                                | 47.05     |
| 06/17/2021   | THE COUNTY JOURNAL              | SPRING LEAF AND BRUSH COLLECTION              | 93.40     |
| 06/17/2021   | THE COUNTY JOURNAL              | PUBLIC HEARING NOTICE MAY 17, 2021            | 102.64    |
| 06/17/2021   | THE COUNTY JOURNAL              | HELP WANTED CLERK & TREASURER                 | 39.22     |
| 06/17/2021   | THE COUNTY JOURNAL              | PARK RANGER AD                                | 59.21     |
| 06/17/2021   | THE COUNTY JOURNAL              | PARK RANGER AD                                | 47.05     |
| 06/17/2021   | THE COUNTY JOURNAL              | PUBLIC HEARING                                | 208.90    |
| 06/17/2021   | THE COUNTY JOURNAL              | PLANNING COMMISSION HEARING                   | 84.16     |
| 06/17/2021   | THE COUNTY JOURNAL              | ZONING BOARD OF APPEALS                       | 93.40     |
| 06/17/2021   | REHMANN ROBSON                  | JUNE 2021                                     | 16,783.97 |
| 06/17/2021   | INSTY PRINTS                    | REMAINING BALANCE                             | 12.00     |
| 06/17/2021   | QUADIENT FINANCE USA, INC.      | POSTAGE                                       | 500.00    |
| 06/17/2021   | AMAZON CAPITAL SERVICES         | SUPPLIES - DRINKING CUPS                      | 62.73     |

## INVOICE REGISTER FOR CITY OF CHARLOTTE

INVOICE ENTRY DATES 06/04/2021 - 06/17/2021

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

| Date Entered | Vendor                              | Description                                 | Amount   |
|--------------|-------------------------------------|---------------------------------------------|----------|
| 06/17/2021   | BARYAMES CLEANERS                   | DRY CLEANING                                | 208.50   |
| 06/17/2021   | HASSEL FREE FUELS                   | GAS AND DIESEL                              | 692.04   |
| 06/17/2021   | SPARTAN FIRE LLC                    | AXLE GASKET - UNIT 316                      | 7.36     |
| 06/17/2021   | SPARTAN FIRE LLC                    | CLOCKSPRING KIT - UNIT 316                  | 382.17   |
| 06/17/2021   | BYRUM ACE HARDWARE                  | CREDIT                                      | (25.99)  |
| 06/17/2021   | THE SHYFT GROUP                     | SERVICE                                     | 350.00   |
| 06/17/2021   | SPARTAN FIRE LLC                    | FAN PARTS - UNIT 316                        | 269.57   |
| 06/17/2021   | SPARTAN FIRE LLC                    | REAR LIGHTS - 316                           | 569.84   |
| 06/17/2021   | SPARTAN FIRE LLC                    | COOLANT LEVEL SENSOR - HEADLIGHTS 313 & 316 | 1,051.12 |
| 06/17/2021   | GAEDERT LAWN CARE, LANDSCAPING, AND | WSFS WEED REMOVAL AND WOOD CHIPS            | 2,050.00 |
| 06/17/2021   | SANBORN SIGNCRAFTERS                | REPAIR TRUCK STRIPING - 314 & 315           | 525.00   |
| 06/17/2021   | SPENCER MANUFACTURING INC           | 5INCH SUPPLY HOSE                           | 4,050.30 |
| 06/17/2021   | SPENCER MANUFACTURING INC           | 2.5 INCH FIRE HOSE                          | 972.80   |
| 06/17/2021   | O'REILLY AUTOMOTIVE INC             | PARTS- AC UNIT 319                          | 35.99    |
| 06/17/2021   | THE PARTS PLACE                     | DEF FLUID                                   | 51.95    |
| 06/17/2021   | EATON CUSTOM SEWING                 | TURNOUT GEAR REPAIR                         | 83.94    |
| 06/17/2021   | CHRIS SLOAN                         | FOOD REIMBURSEMENT                          | 174.19   |
| 06/17/2021   | TYGER FULLERTON                     | FOOD REIMBURSEMENT                          | 176.30   |
| 06/17/2021   | JUSTIN EMERY                        | FOOD REIMBURSEMENT                          | 200.00   |
| 06/17/2021   | DOMINIC CURTIS                      | FOOD REIMBURSEMENT                          | 200.00   |
| 06/17/2021   | DAN DALY                            | FOOD REIMBURSEMENT                          | 227.14   |
| 06/17/2021   | DERRICK VIANE                       | FOOD REIMBURSEMENT                          | 216.50   |
| Total:       |                                     | 207,521.39                                  |          |

**RESOLUTION NO. 2021-095**

**A RESOLUTION TO APPROVE THE BUDGET FOR THE FISCAL YEAR  
THAT BEGINS JULY 1, 2021, TO SET RATES OF TAXATION  
AND TO AUTHORIZE OTHER RELATED ACTIONS.**

**WHEREAS**, in accordance with the provisions of the City Charter, the City Manager submitted to Council a proposed budget for the fiscal year commencing July 1, 2021 and ending June 30, 2022; and

**WHEREAS**, Council members have reviewed the proposed budget and the Council has availed itself of opportunities to be informed about its contents, to discuss the spending plan for the City, to debate its implications and to offer amendments to the budget; and

**WHEREAS**, in accordance with legal requirements and after proper notice, a hearing was held on the proposed budget on June 21, 2021;

**NOW, THEREFORE, BE IT RESOLVED** that the estimated revenues for the fiscal year are hereby accepted by the City Council as follows:

|     |                                    |             |             |
|-----|------------------------------------|-------------|-------------|
| 101 | General Fund                       |             | \$4,798,500 |
|     | Taxes                              | \$3,247,500 |             |
|     | Licenses & Permits                 | \$11,500    |             |
|     | Intergovernmental                  | \$1,117,500 |             |
|     | Charges for Services               | \$42,000    |             |
|     | Fines & Forfeitures                | \$9,000     |             |
|     | Other Revenue                      | \$21,000    |             |
|     | Interfund Transfers                | \$350,000   |             |
| 202 | Major Street Fund                  |             | \$1,092,000 |
| 203 | Local Street Fund                  |             | \$1,118,840 |
| 206 | Fire Fund                          |             | \$1,290,900 |
| 230 | Police Drug Enforcement Fund       |             | \$0         |
| 240 | Police Training Fund               |             | \$5,500     |
| 243 | Brownfield Redevelopment Fund      |             | \$60,000    |
| 260 | DDA Fund                           |             | \$33,925    |
| 261 | LDFA Fund                          |             | \$3,000     |
| 270 | Industrial Park Fund               |             | \$9,500     |
| 280 | Airport Fund                       |             | \$216,400   |
| 290 | Federal & State Grants Fund        |             | \$0         |
| 330 | 2008 Facility Building & Site Fund |             | \$214,150   |
| 500 | Recycling Fund                     |             | \$77,020    |
| 510 | Water and Sewer Fund               |             | \$4,708,000 |
|     | Water Revenue                      | \$1,680,500 |             |
|     | Sewer Revenue                      | \$2,663,000 |             |
|     | Other Revenue                      | \$364,500   |             |
| 601 | Motor Vehicle Pool Fund            |             | \$491,810   |
| 666 | Information Technology Pool Fund   |             | \$300,000   |

**AND BE IT FURTHER RESOLVED**, that expenditures for the fiscal year are hereby authorized for the various funds in the following amounts:

|     |                                    |             |             |
|-----|------------------------------------|-------------|-------------|
| 101 | General Fund                       |             | \$4,222,041 |
|     | General Government                 | \$1,305,945 |             |
|     | Public Safety                      | \$3,862,218 |             |
|     | Public Works                       | \$718,760   |             |
|     | Community & Economic Dev.          | \$250,298   |             |
|     | Parks & Recreation                 | \$118,800   |             |
|     | Operating Transfers                | \$18,000    |             |
| 202 | Major Street Fund                  |             | \$885,533   |
| 203 | Local Street Fund                  |             | \$1,117,160 |
| 206 | Fire Fund                          |             | \$1,288,720 |
| 230 | Police Drug Enforcement Fund       |             | \$1,500     |
| 240 | Police Training Fund               |             | \$5,500     |
| 243 | Brownfield Redevelopment Fund      |             | \$85,000    |
| 260 | DDA Fund                           |             | \$30,850    |
| 261 | LDFA Fund                          |             | \$6,350     |
| 270 | Industrial Park Fund               |             | \$3,750     |
| 280 | Airport Fund                       |             | \$197,672   |
| 290 | Federal & State Grants Fund        |             | \$0         |
| 330 | 2008 Facility Building & Site Fund |             | \$173,850   |
| 500 | Recycling Fund                     |             | \$59,341    |
| 500 | Water and Sewer Fund               |             | \$5,185,826 |
| 601 | Motor Vehicle Pool Fund            |             | \$507,306   |
| 666 | Information Technology Pool Fund   |             | \$296,750   |

**AND BE IT FURTHER RESOLVED**, that 14.2524 mills be levied on the taxable valuation as equalized for general operating requirements of the City;

**AND BE IT FURTHER RESOLVED**, that .1800 mills be levied on the taxable valuation as equalized for yard waste collection;

**AND BE IT FURTHER RESOLVED**, that .0730 mills be levied on the taxable valuation as equalized for recycling center operating requirements;

**AND BE IT FURTHER RESOLVED**, that .9000 mills be levied on the taxable valuation as equalized to cover the principal and interest payments of the General Obligation Unlimited Tax Refunding Bonds, Series 2017, which refunded the 2008 Building Facility & Site bonds approved by the electorate on November 6, 2007;

**AND BE IT FURTHER RESOLVED**, that 3.745 mills be levied on the taxable valuation as equalized for Special Assessment District #1 of 2021 to defray costs of fire



protection services and capital expenditures, which assessment will be revenues of the Fire Fund;

**AND BE IT FURTHER RESOLVED**, that 1.8980 mills be levied on the taxable valuation as equalized for parcels within the Downtown Development Authority (DDA) district, which taxes will be revenues of the DDA fund;

**AND BE IT FURTHER RESOLVED**, that all taxes and special assessments levied on the City tax roll shall be assessed a 1% property tax administration fee;

**AND BE IT FURTHER RESOLVED**, that the administration is hereby directed to raise through donations, sponsorships or other fund-raising the sum of \$20,000, which sum shall be used to defray operating expenses of the recycling center during the 2021-22 fiscal year;

**AND BE IT FURTHER RESOLVED**, that the City Manager is hereby authorized to grant wage increases for non-union employees within authorized budget allowances;

**AND BE IT FURTHER RESOLVED**, that within the General Fund, \$130,650 is reserved and non-spendable as prepaids and inventory;

**AND BE IT FURTHER RESOLVED**, that City Council maintains the hiring freeze in effect for the 21-22 fiscal year, or until rescinded by resolution of Council, and City Council approval is required for any new or replacement employees;

**AND BE IT FURTHER RESOLVED**, that the City Manager is hereby authorized to make budgetary transfers within a fund or between funding centers within a fund, if such exist, and that all other transfers be approved only by further action of the Council pursuant to the provisions of the Michigan Uniform Budgeting and Accounting Act.

**RESOLUTION NO. 2021 –096**

**RESOLUTION TO SET WATER AND SEWER RATES**

**WHEREAS**, the City of Charlotte completed a Water and Sewer Utility Rate Study to develop a schedule of rates which equitably reflect the cost of service to each customer class and to recommend whether a rate adjustment is necessary to fund operations, maintenance and improvements; and

**WHEREAS**, the recommendation is to maintain current rates and the Council has evaluated said report and concur that said rates are required; and

**NOW, THEREFORE, BE IT RESOLVED**, that the following schedule of water and sewer rates be adopted:

| Water Rates       |                    |                            | Sewer Rates       |                    |                            |
|-------------------|--------------------|----------------------------|-------------------|--------------------|----------------------------|
| Quarterly         |                    |                            | Quarterly         |                    |                            |
| <u>Meter Size</u> | <u>Base Charge</u> | <u>Rate per 1,000 gal.</u> | <u>Meter Size</u> | <u>Base Charge</u> | <u>Rate per 1,000 gal.</u> |
| 5/8 x 3/4         | \$ 49.21           | \$ 3.33                    | 5/8 x 3/4         | \$ 88.38           | \$ 5.81                    |
| 1"                | 80.00              | 3.33                       | 1"                | 140.00             | 5.81                       |
| 1.5"              | 160.00             | 3.33                       | 1.5"              | 290.00             | 5.81                       |
| 2"                | 260.00             | 3.33                       | 2"                | 470.00             | 5.81                       |
| 3"                | 490.00             | 3.33                       | 3"                | 880.00             | 5.81                       |
| 4"                | 760.00             | 3.33                       | 4"                | 1,370.00           | 5.81                       |
| 6"                | 1,640.00           | 3.33                       | 6"                | 2,940.00           | 5.81                       |

**BE IT FINALLY RESOLVED**, that these rates be effective July 1, 2021 for bills sent in October, 2021.

Motion by \_\_\_\_\_, second by \_\_\_\_\_

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstain: \_\_\_\_\_

Dated and filed with the City Clerk: \_\_\_\_\_

City Clerk  
Published: \_\_\_\_\_

APPROVED BY COUNCIL: \_\_\_\_\_

## RESOLUTION NO. 2021-097

### A RESOLUTION TO APPROVE A COLLECTIVE BARGAINING AGREEMENT WITH POLICE OFFICERS LABOR COUNCIL CHARLOTTE POLICE SUPERVISORY UNIT

**WHEREAS**, the City has previously entered into a collective bargaining agreement with the Police Officers Labor Council Supervisory Unit, which agreement concludes on June 30, 2021; and

**WHEREAS**, the parties to the agreement, through their respective representatives, have negotiated a successor agreement describing the terms and conditions of employment for members of the aforementioned bargaining unit; and

**WHEREAS**, the agreement includes modifications to the predecessor agreement generally described as follows:

- Article 4 - Union Security and Check-off: Updates to language to comply with the law as defined by the United States Supreme Court decision of Janus v AFSCME, 138 S Ct 2448 (June 27, 2018) as well as 2012 PA 349 at MCL 423.209 and MCL 423.210.
- Article 7 - Seniority: Modify loss of seniority provision for Operating While Intoxicated and add language for loss of seniority if employee is totally disabled.
- Article 9 - Payday: Pay will be made via direct deposit to the employee's bank account.
- Article 10 - Vacation Leave: Language updated to change request time required by employee and to clarify accumulation of vacation leave schedule.
- Article 11 - Sick Leave: Language updated to require employee availability by telephone to be eligible to use sick time.
- Article 12 - Holidays: Modify language to include Martin Luther King Jr Day and remove Good Friday, and clarify holiday pay.
- Article 24 - Uniforms and Equipment: Modify language to address equipment issued by the city, increase boot allowance, and allow for reimbursement for personal property damaged in the line of duty.
- Article 29 - Earned Time Off: Modify language to change incremental use.
- Wages: 2% increase in wages for each year of the agreement and lump sum signing incentive of \$500.
- Duration: date of Council approval – June 30, 2024.

and;

**WHEREAS**, entering into this agreement serves to promote harmony with the members of the bargaining unit and preserves a constructive labor environment which is a benefit to all citizens;

**NOW, THEREFORE, BE IT RESOLVED** that the Council does hereby approve the terms of the collective bargaining agreement, including the modifications generally described above, and authorizes the Mayor, City Manager, and Deputy City Clerk to execute the agreement on behalf of the City.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF CHARLOTTE

and

POLICE OFFICERS LABOR COUNCIL

CHARLOTTE POLICE SUPERVISORY UNIT



July 1, 2021 through June 30, 2024

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## **AGREEMENT**

This Agreement is entered into between the City of Charlotte, Michigan, hereinafter referred to as the "City", and the Charlotte Division of the Police Officers Labor Council, hereinafter referred to as the "Union". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties concerning rates of pay, wages and conditions of employment. The parties recognize that the interest of the community and the job security of the employees depend upon the Employers success in establishing a proper service to the community.

### **ARTICLE 1 RECOGNITION -EMPLOYEES COVERED**

Pursuant to and in accordance with all applicable provisions of Act Number 336 of the Public Acts of the State of Michigan of 1974, as amended, the City does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment of all regular full-time Sergeants of the Police Department of the City of Charlotte; all other employees in this department are excluded from recognition in this bargaining unit.

### **ARTICLE 2 MANAGEMENT RIGHTS**

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution of the United States of America, the Constitution of the State of Michigan, the Law of the State of Michigan, the City Charter and the Charlotte City Code. This reservation shall, however, be limited and waived by the City to the extent so provided in the Agreement and subject, but not limited to, the following:

(A) To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered; the control of materials, tools, and equipment to be used; and the discontinuance of any services, materials, or methods of operation.

(B) To introduce new equipment, methods, machinery, or processes; change or eliminate existing equipment and institute technological changes; decide on materials, or methods of operation.

(C) In the event of an emergency, including but not limited to flood, tornado, power blackout, winter storm, natural disaster, or civil disorder, it may be necessary on a temporary basis to subcontract bargaining unit work. Prior to subcontracting bargaining unit work in such a situation, the Employer shall make reasonable efforts to locate all bargaining unit personnel who are available to work.

In the event current employees are unable or are unwilling to perform the work or processes, the City shall have the right to subcontract the unit work.

Except as set forth above, no subcontracting shall occur except upon at least 30-days notice to the Union. The Employer, should it determine that subcontracting is necessary, shall immediately schedule a special meeting with the Union to occur as soon as possible after giving the 30-day notice of intent to subcontract.

At the special meeting the parties shall attempt to determine whether there are any reasonable alternatives to subcontracting. The Employer shall endeavor to protect existing employees who are affected by subcontracted bargaining unit work and shall propose a plan to the Union for relocation of any existing employees affected by subcontracting work including, but not limited to, the following actions:

- (1) Transferring the employees to a different department within the City;
- (2) By assisting and placing employees affected by the subcontracted work with the Department, agency, or governmental unit to whom the bargaining work was subcontracted;
- (3) By assisting and placing displaced employees with another police department.

(D) THE CITY RESERVES THE RIGHT to hire, assign and layoff employees in accordance with the terms of the Agreement; however, all reductions in the work week or workday or any reduction involving a combination of the length of the workday and work week are the objects of collective bargaining.

(E) THE CITY RESERVES THE RIGHT to establish, change, combine or discontinue job classifications, and prescribe and assign job duties, content and classification; however, the effect on the bargaining unit of any establishment, change, combination or discontinuance of job classification(s), and the establishment of wage rates for any new or changed classification(s) shall be the object(s) of collective bargaining.

(F) To determine lunch, rest periods, clean-up times, starting and quitting times.

(G) To establish reasonable work schedules.

(H) To discipline and discharge employees for just cause.

(I) To adopt, revise and enforce working rules, and carry out cost and general improvement programs; however, no rule or regulation shall be adopted hereinafter without notice to the Union, and discussing such with the Union; and its reasonableness may be subject to the grievance procedure.

(J) To transfer, promote and demote employees from one classification, department or shift to another, subject to the provisions contained in this Agreement.

(K) To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work consistent with the provisions contained in this Agreement.

### **ARTICLE 3 PUBLIC SECURITY**

The Union recognizes that strikes or work stoppages are illegal and contrary to public policy in Michigan and that strikes or work stoppages are detrimental to the public safety and welfare. The Union, therefore, agrees that there shall be no interruption of the services performed by employees covered by this Agreement for any cause whatsoever; nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment; or picket the Employers premises. The occurrence of any such acts or action delineated in this section by the Union shall be deemed a violation of this Agreement. Any Officer who commits any of the acts shall be subject to discharge or other disciplinary action as may be determined by the City.

### **ARTICLE 4 OPEN SHOP AND CHECK-OFF**

**Section 1.**     **Non-Discrimination:** The City will not discriminate against any employee because of membership in the Union. The current or future employment of bargaining unit employees is not contingent upon membership in the Union or the payment of Union dues or fees.

**Section 2.**     **Open Shop:** The City agrees to deduct dues from the salary of each individual employee in the bargaining unit who voluntarily becomes a member or who voluntarily authorizes the payment of representation fees.

**Section 3.**     **Dues Check-Off:** The City agrees to deduct from the regular monthly pay of each employee who has an executed Check-Off Authorization form on file, the Union dues for the following month's dues, subject to all the following sub-sections.

A. The Union shall obtain from those employees who voluntarily agree to become members or voluntarily agree to remit representation fees a completed authorization form which shall conform to the respective state and federal law(s) concerning that subject and will become effective the first payday of the month following the employee's completion and submission of the dues authorization form.

B. The total amount due shall be deducted and forwarded to the Union with a monthly membership list to the address of: Police Officers Labor Council, 667 E. Big Beaver, Suite 205, Troy, Michigan 48083-1413.

C. The Union shall furnish the dues deduction forms.

D. All Check-Off Authorization Forms and Service Fee Authorization Forms shall be filed with the City Treasurer who may return any incomplete or incorrectly completed form to the Union Treasurer, and no check-off shall be made until such deficiency is corrected.

E. The City shall check-off obligations which come due at the time of check-off, and will make check-off deductions only if the employee has enough pay due to cover such obligation, and will not be responsible for a refund to the employee if he has duplicated a check-off deduction by direct payment to the Union. The City will cease check-off deductions beginning the month immediately following the receipt of a signed request seeking the termination of payroll deduction.

F. The City's remittance will be deemed correct if the Union does not give written notice to the City's Manager within thirty (30) calendar days after a remittance is sent, of its belief, with reasons stated therefor, that the remittance is incorrect.

**Section 4.** Save Harmless: The Union agrees to defend, indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of its deductions from an employee's pay of Union dues, or representation fees or in reliance on any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

During the term of this Agreement it is the express intent of the City and the Union to follow the law as currently defined by the United States Supreme Court decision of Janus v AFSCME, 138 S. Ct. 2448 (June 27, 2018), as well as 2012 PA 349, at MCL 423.209 and MCL 423.210.

Any dispute between the Union, the employee, and the City which may arise whether an employee properly executed or properly revoked a Check-Off Authorization Form, pursuant to this Article, shall be reviewed with the employee, a representative of the Union and the City Manager or his designee. The City assumes no liability for the authenticity, execution or revocation of the authorization form.

CHECK-OFF AUTHORIZATION FORM  
POLICE OFFICERS LABOR COUNCIL  
Charlotte, Michigan

I hereby request and authorize you to deduct from wages hereafter earned by me while in the City's employ, my Union dues of \$\_\_\_\_\_per month. The amount deducted shall be paid to the Treasurer of the P.O.L.C. according to the Agreement reached between the Employer and the Union.

This authorization shall remain in effect until, by written notice to the Employer, I request its revocation.

|              |           |            |        |
|--------------|-----------|------------|--------|
| (Print) RANK | LAST NAME | FIRST NAME | MIDDLE |
|--------------|-----------|------------|--------|

Signature\_\_\_\_\_

Address\_\_\_\_\_

City\_\_\_\_\_

Date Deduction is  
to start

Month          Year

## **ARTICLE 5 UNION BARGAINING COMMITTEE**

**Section 1:** The bargaining committee of the Union will include not more than three Officers of the Charlotte Police Department and may include not more than 3 non-employee representatives. The Union will furnish the City Manager with a written list of the Union's bargaining committee prior to the first bargaining meeting and substitution changes thereto, if necessary.

**Section 2:** Charlotte Police Officers involved in bargaining who are scheduled for duty at the time that a bargaining session has been agreed upon by the negotiating parties will be released from duty without loss of pay during the bargaining period and for a period of up to but not exceeding thirty (30) minutes before the bargaining session begins and after the bargaining session ends. No Officer will be given additional compensation or compensatory time for time spent in bargaining sessions.

## **ARTICLE 6 PROBATIONARY PERIOD**

When a new Officer is hired in the bargaining unit, he shall be considered as a probationary Officer for the first twelve (12) months of his continuous, regular, full-time employment. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, and hours of employment. No matter concerning the layoff or termination of a probationary Officer shall be subject to the grievance procedure. An Officer is presumed to have terminated his probationary period and obtained full-time Officer status at the end of twelve (12) months of continuous, regular, full-time employment.

## **ARTICLE 7 SENIORITY**

### **Section 1: Definition**

Seniority shall mean the status attained by continuous length of service from the original date of hire in the Charlotte Police Department. There shall be no seniority among probationary employees.

### **Section 2: Seniority Lists**

Management shall maintain a roster of Officers arranged according to seniority showing name, position and date of hire, and once each year, upon request of the Union, will furnish a copy of the list to the Union.

### **Section 3: Loss of Seniority**

An Officer shall lose his status as an Officer and his seniority if:

- (A) He/she resigns or quits.
- (B) He/she is discharged for just cause.
- (C) He/she retires.
- (D) He/she is convicted of a felony.

(E) He/she has been on layoff for a period of time equal to his department seniority at the time of his or her layoff or two (2) years, whichever is lesser.

(F) He/she is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation or disciplinary layoff, for three (3) consecutive working days without notifying the City, except when the failure to notify the City is due to circumstances beyond the control of the Officer.

(G) Settlement with the employee has been made for total disability or the employee receives Social Security benefits because the employee has been deemed disabled.

#### **Section 4: Use**

Seniority will be used in determining vacation, order of lay-off and order of recall. Whenever it is necessary to effect changes between Officers involving special assignment preference in these matters shall be given to the best qualified Officer with the most seniority.

### **ARTICLE 8 LAY-OFF AND RECALL**

#### **Section 1: Definition**

Lay-off shall be defined as the separation of bargaining unit employee(s) from the active work force due to a lack of work or a lack of funds demonstrated by the City.

#### **Section 2: Order of Lay-off**

If and when it becomes necessary to reduce the number of bargaining unit employee(s) in the work force, probationary employees will be laid off first, then bargaining unit employees will be laid off in inverse seniority order and they will be recalled in the order of seniority.

#### **Section 3: Demotion in Lieu of Lay-off**

An officer subject to lay-off who so request, in lieu of lay-off, be demoted by seniority to a lower position in the Police Department, or other City Department, provided he/she is qualified for the position to which he/she seeks demotion.

#### **Section 4: Notice of Lay-off**

The City shall give written notice to the Officer(s) of any proposed lay-off. Such notice shall be submitted at least two (2) calendar weeks before the effective date thereof. Such notice shall give the name(s) of Officer(s) and classification(s).

If notice of lay-off is given, the City and the Union agree to meet within a reasonable period of time to discuss any possible alternatives to such lay-off.

## **Section 5: Recall from Lay-off**

(A) Officers to be recalled from lay-off shall be given a maximum of fourteen (14) calendar days to respond after notice has been sent by certified mail to their last known address.

(B) Officers who decline recall or who, in absence of extenuating circumstances satisfactory to the Police Chief, fail to respond as directed within the time allowed shall be presumed to have resigned and their names will be removed from the seniority list.

## **Section 6: Restoration to Positions from which Demoted**

Officers to be restored to positions from which they had been demoted in lieu of lay-off shall be given three (3) calendar days in which to accept.

# **ARTICLE 9 WORKING HOURS AND CONDITIONS**

## **Section 1: Duty Day and Hours**

(A) Officers covered hereby will work eighty (80) hours as scheduled during a fourteen (14) day work period.

(B) Officers covered hereby are required to be on duty as scheduled, excepting as excused by management.

(C) Officers covered hereby shall receive an hourly wage for their work as defined in Appendix A. hereof.

(D) Officers will be paid on Friday following the end of each pay period. Employees shall be paid through direct deposit.

(E) Determination of the starting time of work schedules shall be made by the City. Should it be necessary in the interest of emergency or efficiency, the Officer shall work such reasonable overtime hours as shall be required by the City. Officers are expected to complete a definite assignment even though it requires additional hours over a scheduled duty day. In cases of emergency, Officers are expected to return to duty when requested by the Police Chief, Command Officer or City Manager. Any shift scheduled to start before midnight is considered to be the shift for that day in which the shift begins.

(F) Overtime at one and one-half (1-1/2) times the regular rate shall be paid after eighty (80) hours in a normal work period or after the regular hours scheduled in a duty day, except those required to return to a regular shift within a 24-hour period. For the purposes of this Section, benefit hours paid shall be considered as hours having been worked.

(G) When testifying on a work related criminal case in a competent court of law, work- related hearing, meeting or other police activity while off duty, authorized by the Chief of Police or his designee, an Officer shall receive a minimum of two (2) hours at one and one- half (1-1/2) times his or her regular hourly rate of pay or paid the actual number of hours worked at one and one-half (1-



1/2) times his or her regular hourly rate of pay. Fees paid by the court will be returned to the City. Proper documentation must be presented before payment is made. Payment will be made through the normal payroll function.

(H) Any time an Officer is called in to testify on a work related criminal case at a competent court of law or other work-related hearings, one (1) hour prior to his or her regularly scheduled shift, he/she shall be paid at the rate of time and one-half (1-1/2) his or her regular rate of pay for those hours in excess of the hours scheduled in his/her duty day.

(I) Any time an Officer while off duty is called to the court to sign a complaint or petition he/she shall be paid for one hour at regular time.

(J) The Union agrees that working hours shall be productive hours and that there shall be no Union work or Union activity on City time and/or on the City's premises when it interferes with the duties of any Officer (other than that specifically permitted by the terms of this Agreement).

(K) In case of emergency or other situations where the City Manager, Chief of Police or other authority requests an employee to return to duty, such employee shall receive one and one-half (1-1/2) times the regular rate of pay for all hours worked, provided, however that in each occurrence employees shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times their regular rate of pay.

(L) No Pyramiding: The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double or pyramiding overtime payment.

(M) In the event an employee scheduled off-duty on a holiday, as defined under Article 12, arrives at work on-duty on that holiday, the employee shall be compensated at the overtime rate of pay, being one and one-half (1-1/2) times the regular rate of pay for each hour worked on-duty, in addition to twelve (12) hours of off-duty holiday pay.

## **Section 2: Scheduling and Assignments**

(A) There shall be two (2) regular shifts, day shift and night shift.

(B) Shift hours shall be consistent and will not alter by more than six (6) hours with the exception of the relief shift, vacation scheduling, sick leave, personal leave days, special assignments, holidays, leaves of absence, and special activities.

(C) Sergeants shall be assigned to straight shifts as agreed mutually by the Chief and the Union. Sergeants shall bid on shifts based upon their seniority in the rank of Sergeant on an annual basis, and as such, the Sergeant will be in command. The Chief will determine the need for supervision on any shift and/or schedule.

(D) Changes may be made in the posted shift schedule by the Chief of Police as may be required to meet the needs of the Department; however, the schedule will not be changed to circumvent the payment of overtime or for the purpose of reprimands.

(E) Should an Officer covered by this Agreement become temporarily unable to perform their regular job, the Officer shall be given the opportunity to be placed temporarily in a position presently existing within the department that the Officer can perform. The Department shall consider an employee request for light duty assignment and/or temporary transfer to another department for light duty work. For light duty assignments the following requirements will be adhered to:

(1) The employee desiring light duty tasks shall supply a doctor's order which details work restrictions. An order requiring only "light duty" is not sufficient.

(2) The Chief or his designee will decide if an Officer is capable to perform tasks, and if there is a need within the department for the tasks to be performed.

(3) There shall be a limit of six (6) weeks per calendar year of light duty per Officer. At any time, the Chief or his designee may decide that there is no need for tasks to be performed, and the Officer may be relieved of light duty tasks.

(4) The Chief may change the requesting officer's hours as necessary to meet the needs of the Department as well as to accommodate the light duty assignment.

(5) Shift changes of other officers may be made to cover a shortage on other shifts caused by light duty assignments.

(6) The requesting officer will be assigned to certain job tasks but not to a position.

### **Section 3: Transportation**

All Officers must provide their own transportation to work.

### **Section 4: Trading**

Officers may trade time off under the following conditions:

(A) Officers will give written notice to the Police Chief or his designee of the trade by using the form as attached. (See Pg. 15)

(B) Trades will be on a consent basis of both Officers involved.

(C) Trades will be unlimited.

(D) Trades will not result in back-to-back shifts.

(E) Trades will not result in the payment of overtime to either Officer involved.

(F) Sergeants shall trade only with other Sergeants. Exceptions may be granted up to a maximum of five (5) times per calendar year with the approval of the Chief or his/her designee.

## REQUEST TO TRADE WORK DAYS

I \_\_\_\_\_, request that Officer \_\_\_\_\_

Be allowed to work for me on, (date) \_\_\_\_\_ from (hours) \_\_\_\_\_ to \_\_\_\_\_.

Reason for this request

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---

---

---

I will repay the time on (date) \_\_\_\_\_

from (hours) \_\_\_\_\_ to \_\_\_\_\_

Both Officers sign \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_

Approved by (command officer) \_\_\_\_\_

## **ARTICLE 10 VACATION LEAVE**

### **Section 1: Procedure**

All bargaining unit employees in the Charlotte Police Department will be governed under this Article with the exception of those in the rank of Detective within the Police Department, who shall not be considered in the vacation scheduling of all other bargaining unit employees. (Non-Supervisory and Supervisory units.) No more than one detective will be allowed vacation leave at any given time. Vacation preference between detectives shall be by department seniority.

The time at which an employee shall take his/her vacation will be determined by the Chief of Police or his/her designee with due regard to the wishes of the employee and particular regard for the needs of the service. Sufficient advance notice of not less than five (5) days prior to the date of the requested leave shall be given to the Chief of Police, or his/her designee, to allow him/her to make his/her vacation schedules and to arrange his/her working schedules accordingly. The year shall be divided into two (2) periods for the purpose of vacation scheduling. May 1 through September 30 shall be known as the summer schedule. October 1 through April 30 shall be known as the winter schedule.

Employees who are entitled to two hundred and eight (208) hours or one hundred sixty-eight (168) hours of vacation per year may utilize no more than one hundred thirty-six (136) hours during the summer schedule. Employees who are entitled to one hundred twelve (112) hours of vacation per year may utilize no more than eighty (80) hours during the summer schedule.

Employees who are entitled to seventy-two (72) hours of vacation per year may utilize no more than twenty- four (24) hours during the summer schedule.

Employees who wish, and time is available, may utilize all of his or her vacation hours during the winter schedule.

Request for vacation leave shall be governed on a seniority basis and the seniority list broken into four (4) groups as follows:

- Group #1 Officers #1 through #5 on Seniority List.
- Group #2 Officers #6 through #10 on Seniority List.
- Group #3 Officers #11 through #15 on Seniority List.
- Group #4 Officers #16 through #20 on Seniority List.

Officers in Group #1 shall have their vacation requests in by March 15 for the following summer schedule and shall have their vacation requests in by August 15 for the following winter schedule.

Employees in Group #2 shall have their vacation requests in by March 25 for the following summer schedule and shall have their vacation requests in by August 25 for the following winter schedule.

Employees in Group #3 shall have their- vacation requests in by April 5 for the following summer schedule and shall have their vacation requests in by September 5 for the following winter schedule.

Employees in Group #4 shall have their vacation requests in by April 15 for the following summer schedule and shall have their vacation requests in by September 15 for the following winter schedule.

Any employee electing not to request his or her vacation leave by the dates governing the group that he or she is in, may make his/her request on a first come, first serve basis after everyone else on the Seniority List has had the opportunity to make their requests.

If an employee has had his/her request in by the proper date that governs the group that he/she is in and is bumped by someone in the same group with more seniority, they will be notified and allowed to make another request in five (5) days before the next seniority group is granted any vacation time.

An officer entitled to two hundred and eight (208) or one hundred sixty-eight (168) vacation hours may utilize two (2) weekends that he/she is normally scheduled to work as part of his/her vacation leave per anniversary date. "Weekend" is defined as Friday, Saturday and Sunday.

An officer entitled to One hundred twelve (112) vacation hours may utilize one weekend that he/she is normally scheduled to work as part of his/her vacation leave per anniversary date. Employees must utilize no less than thirty-six (36) vacation hours at a time.

Only two (2) officers will be allowed to take vacation on the same day.

All employees of the bargaining unit will be governed under Article 10 "Vacation Leave"

After the April 15 request for summer, and the September 15 request for winter, single vacation days will be allowed on a first come, first serve basis. The Chief of Police or his designee must receive any single vacation day requests at least five (5) days prior to the date of the requested leave. Officers may request two single weekend days in the summer and two single weekend days in the winter. Overtime will not be paid to allow the use of single vacation days taken on a weekend

## **Section 2: Eligibility**

All employees covered by this Agreement shall be eligible to accumulate and receive vacation leave benefits within the limits as prescribed herein. Vacation Leave shall be based on length of continuous service. No vacation leave shall be earned by an employee during a leave of absence without pay. No employee shall be entitled to vacation leave credit until he has completed twelve (12) months of service, at which time he will be credited with eighty (80) hours of vacation.

## **Section 3: Computation of Benefits**

The maximum amount of vacation leave earned per year for each regular full-time employee shall be as follows:

| <u>Years of Completed Service</u> | <u>Vacation Allowance</u>           |
|-----------------------------------|-------------------------------------|
| 1 through 3 years                 | Eighty (80) hours                   |
| 4 through 10 years                | One hundred and twenty (120) hours  |
| 11 through 15 years               | One hundred sixty-eight (168) hours |
| After 16 years and over           | Two hundred and eight (208) hours   |

Vacation leave eligibility shall be computed from the first full working day of the employee.

The amount of vacation leave charged to an employee during his leave shall be equal to the number of regularly scheduled hours he would otherwise have worked during his absence. Vacation shall be charged against an employee in not less than one of his work day units. Vacation leave hours will be

credited on an employee's anniversary date. Upon request to the Chief or his/her designee, employees may roll over up to forty (40) hours of vacation time into the next year's vacation bank. Under certain conditions special exception may be made by the City Manager.

If an employee leaves the service of the City before completing one (1) year of work, he will receive no vacation pay. After the completion of one (1) year of employment, an employee leaving the City for any reason shall be paid for unused vacation.

## **ARTICLE 11 SICK LEAVE**

### **Section 1: Procedure**

Sick leave shall not be considered a privilege which an employee may use at his/her discretion; but shall be used in the case of necessity. To be paid sick leave, the employee shall notify his/her immediate supervisor or his department head prior to the time set for the beginning of his/her daily duty. If the immediate supervisor or department head is not available to be notified by the employee, the employee shall then give notice to the dispatcher on duty. Failure to follow the above procedure will result in denial of the claim.

When absence is for more than three (3) consecutive scheduled duty days, the employee may be required to file a Physician's Certification unless the department head has personal knowledge of the employee's sickness or disability. A report form for sick leave, furnished by the City, shall be filled out immediately upon the employee's return to work.

### **Section 2: Eligibility**

All regular full-time employees covered hereby shall be eligible to accumulate and receive sick leave benefits. Employees commence earning paid sick leave the first month of service up to the amount accumulated at the time of illness.

An employee injured on any other gainful employment, outside of City employment, shall not be eligible for sick or disability benefits.

### **Section 3: Computation of Benefits**

All eligible employees shall be entitled to sick leave credit of eight (8) hours for each month of service completed as of the last day of the calendar month, except that no sick leave credit can be earned during a leave of absence without pay. The amount of sick leave charged to an employee during any leave shall be equal to the number of regularly scheduled hours he/she would otherwise have worked during his/her absence on such leave. Sick leave credit will not be allowed in advance of being earned.

Effective July 1, 2010, an employee may accumulate earned sick leave in an amount not to exceed four hundred eighty (480) hours; provided, however, an employee hired prior to July 1, 2010, may retain sick leave accumulated as of February 1, 2011 up to seven hundred twenty (720) hours which amount shall be that employee's maximum allowed accumulation. An employee's maximum allowed accumulation shall be reduced by the number of hours of sick leave used in each year (July 1 to June 30) in excess of the amount earned in said year, if any, but in no case will an employee's maximum allowed accumulation be less than four hundred eighty (480) hours. If an employee's actual

accumulation is less than four hundred eighty (480) hours, earned sick leave shall be accumulated up to four hundred eighty (480) hours.

Payment of sick leave not to exceed the maximum accumulation authorized herein shall be made to the employee or to his/her beneficiary on death or retirement with the Municipal Employees Retirement System. Payment of 1/2 of the employee's sick leave accumulation will be made to the employee upon his/her voluntary resignation after ten (10) full years of employment with the City.

Employees whose sick leave accumulation reaches the maximum allowed accumulation authorized herein shall be paid annually at the rate of one-half (1/2) of the employee's regular hourly rate of pay for each hour of sick leave earned and unused in excess of the maximum accumulation as of June 30 in each year. Payment shall be made by July 31 each year based on the regular hourly rate of pay in effect on June 30.

#### **Section 4: Pooling**

If an officer has used up all of his sick time on illness, accident or injury, a fellow officer may voluntarily donate a maximum of eighty (80) hours per illness from his sick time to the officer in need of more sick time. The City shall in no way be responsible for settling differences of opinion. Donations of sick leave must be in writing. Computation of this benefit shall be from anniversary date of employment.

#### **Section 5: Employee Responsibility**

To be eligible for any sick leave payments, the employee must be available by telephone.

#### **Section 6: Disability**

Disability leave will be provided in conjunction with sick leave for long term critical illness or non job related injury for up to twenty-six (26) weeks.

Disability leave will be approved after the proper forms are filled out and filed with the City Clerk (forms to be provided by the City Clerk's office). This form will require that a doctor's certificate be attached. Written notice of the claim must be presented to the City Clerk's office within fifteen (15) days of the occurrence of the injury or illness for the Officer to be eligible for disability benefits.

Benefits will be provided for each full time Officer thirty (30) days from the date of employment. An Officer must be absent from work longer than fourteen (14) working days before he/she is eligible for disability benefits. Payments will commence on the fifteenth working day.

Disability benefits will not be paid for any claim covered by workers compensation, or for an injury that resulted from other gainful employment not with the City, or for suicide attempts, or from injury resulting from acts of war.

Successive periods of disability will be considered one period of disability unless subsequent periods of disability:

1. Results from causes entirely unrelated to the cause of the previous disability.

2. Commences after the Officer has returned to active full-time duty for the City for at least two (2) consecutive weeks.

Benefits will be paid in accordance with the following schedule:

| <u>WEEK</u> | <u>SICK LEAVE</u> | <u>DISABILITY</u> | <u>TOTAL HOURS</u> |
|-------------|-------------------|-------------------|--------------------|
| 1           | 40                | 0                 | 40                 |
| 2           | 40                | 0                 | 40                 |
| 3           | 32                | 8                 | 40                 |
| 4           | 32                | 8                 | 40                 |
| 5           | 24                | 16                | 40                 |
| 6           | 24                | 16                | 40                 |
| 7           | 16                | 24                | 40                 |
| 8           | 16                | 24                | 40                 |
| 9           | 8                 | 32                | 40                 |
| 10          | 8                 | 32                | 40                 |
| 11          | 0                 | 40                | 40                 |
| 12          | 0                 | 40                | 40                 |
| 13          | 0                 | 40                | 40                 |
| 14          | 0                 | 40                | 40                 |
| 15          | 0                 | 40                | 40                 |
| 16          | 0                 | 40                | 40                 |
| 17          | 0                 | 40                | 40                 |
| 18          | 0                 | 40                | 40                 |
| 19          | 0                 | 40                | 40                 |
| 20          | 0                 | 40                | 40                 |
| 21          | 0                 | 40                | 40                 |
| 22          | 0                 | 40                | 40                 |
| 23          | 0                 | 40                | 40                 |
| 24          | 0                 | 40                | 40                 |
| 25          | 0                 | 40                | 40                 |
| 26          | 0                 | 40                | 40                 |

### **Section 7: Long Term Disability Insurance**

The Employer shall provide long term disability insurance with a monthly benefit equal to 66 2/3% of the employee's regular wages up to a maximum monthly benefit of \$5000 for disabilities the duration of which exceed the maximum benefit under Section 6 of this article. Benefits paid under the long term disability insurance shall commence following the twenty-six (26) weeks of disability under Section 6 of this article.

### **Section 8: On-Duty Injury**

In the event of an on-duty injury that requires an employee be absent from duty, the City shall provide that employee with the first seven (7) days of regular wages for those duty days that the employee was scheduled for duty.



Should the employee require further time to recover from injury, the employee shall be allowed to use any accumulated leave time to subsidize a Michigan Worker's Compensation Benefit payment up to the amount of the employee's normal bi-weekly wages. This shall continue until all leave time has been depleted, or until the employee is deemed fit to return to duty. In the event that the injured employee does not have sufficient leave time accumulated the City shall provide a sufficient wage subsidy benefit for a six (6) month period along with Michigan Worker's Compensation Benefit payment up to the amount of the employee's normal on-duty bi-weekly wages. All other benefits under this agreement shall be maintained and shall accrue during an employee's absence from duty when an employee has been injured in the course of duty.

## **ARTICLE 12 HOLIDAYS**

The following are designated as holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, December 24, December 25, and December 31.

Any employee who is scheduled on-duty for one of the aforesaid holidays shall be compensated at the rate of one and one half (1.5) times their hourly rate for time worked on the holiday and in addition receive holiday pay. An employee shall not be compensated with on-duty holiday pay if that employee was absent and unexcused for a scheduled duty day on the immediate calendar day prior to a holiday.

With approval of the department head, and with adequate notice for payroll purposes, an employee may be compensated in the form of Earned Time Off in lieu of holiday pay.

Holiday pay shall be computed from midnight when a holiday starts to midnight when the holiday ends. Should an employee's shift start or end on a holiday, that employee shall be compensated with holiday pay for the entire shift as scheduled. Should any employee start one or more shifts on any single holiday as listed above, that employee shall not be compensated for more than twelve (12) hours of holiday pay with the remaining hours at a regular hourly rate. Should an employee be required to work more than twelve consecutive hours on any one holiday (00:01 hours to 24:00 hours), the employee shall be compensated in the form of holiday pay for each hour that employee worked on-duty during that twenty-four hour holiday period.

Employees shall be compensated for holiday pay at a rate of twelve (12) hours of regular pay or eight (8) hours of regular pay should the holiday fall on a day that is routinely scheduled as a shortened work day. A shortened work day shall be determined by the department Master Schedule. An employee working an assignment under Article 9, Section 2(e)(f) of this agreement shall receive holiday compensation for the shift that the employee is currently assigned at the time of the holiday. The holiday pay shall be paid to the employee in the employee's bi-weekly payroll check. If an employee's approved paid leave time off (i.e., vacation, personal, sick, ETO, funeral) includes a period of time during which there is a designated holiday, the employee shall receive holiday pay for the time not worked on said holiday and his/her other paid leave accrual or allowance will not be charged.

## ARTICLE 13 LONGEVITY PAY

All regular full-time employees in the active service of the City as of November 14 of any year shall be entitled to a longevity bonus for prescribed length of service with the City as indicated in the following rules and schedule of payment.

(A) Longevity pay shall be computed on a percentage of the employee's regular annual base salary or wage, excluding overtime pay or premium pay. The percentage computation shall be made on that basic salary which an employee is being paid on the first regularly scheduled pay period of the fiscal year in which longevity pay is due.

(B) Longevity pay shall be based on full-time, continuous service. Following completion of five (5) years of such service by November 15th of any year and continuing in subsequent years of service, each employee shall receive annual longevity payments as provided in the schedule. Employees whose service with the City terminates for any reason, including retirement between November 15 dates, shall be eligible for a calendar months pro-rated payment of their longevity pay payable upon separation.

(C) Payments to employees who become eligible by November 15 of any year shall be due the subsequent December 1.

(D) Longevity payment schedule:

| <u>Continuous Service</u>               | <u>Annual Payment</u> |
|-----------------------------------------|-----------------------|
| 5 years or more and less than 10 years  | 2.00% of annual wage  |
| 10 years or more and less than 15 years | 3.00% of annual wage  |
| 15 years or more and less than 20 years | 4.00% of annual wage  |
| 20 years and over                       | 5.00% of annual wage  |
| Maximum of \$1,500.00                   |                       |

## ARTICLE 14 HOSPITALIZATION - MEDICAL COVERAGE

**Section 1:** The City will contribute no more of the annual costs or illustrative rate and payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts or similar accounts used for health care costs for single-person, two-person or full-family coverage for the Blue Care Network/HRA plan described in Appendix B which includes a five thousand dollar (\$5000) deductible paid by the Employer, or an equivalent plan than the hard cap limitations contained in PA 152. Any substitute plan will contain provisions consistent with the plan described above and in conformity with State and Federal law. All costs in excess of the Employer's contribution shall be paid by the employee by periodic payroll deduction. This coverage will not be provided at City expense in the case of an employee who is on a leave of absence without pay for more than thirty (30) days.

**Dental:** The City will pay 100% of the cost of Delta Dental Plan or its equivalent.

**Section 2: Vision Care.** The City will pay 100% of the cost of the VSP vision plan or its equivalent for single, two-person, or family coverage, but not for family continuation coverage.

The City will pay 100% of the cost of a rider to the VSP vision plan or its equivalent to provide coverage for the purchase of prescription safety glasses for those employees required to utilize prescription safety glasses in the performance of their duties.

**Section 3: Prescription co-pay.** Employees will pay ten dollars (\$10.00) per “Generic” prescription, forty dollars (\$40.00) per “Name Brand” prescription.

## **ARTICLE 15 GROUP LIFE INSURANCE**

After completion of six (6) months of full-time continuous service, the City will provide to an employee covered hereby a group life insurance policy with accidental death provisions at City expense in the amount of \$25,000. Additional coverage, if available from the insurance carrier, can be purchased by bargaining unit members at their expense through payroll deduction.

## **ARTICLE 16 OTHER LEAVE**

### **Section 1: Funeral Leave**

A maximum of thirty-six (36) hours funeral leave time with pay may be utilized for attendance at funerals of an employee's immediate family, upon notice to the Police Department. A maximum of twenty-four (24) hours sick leave time may be utilized for attendance at non-immediate family funerals only upon specific permission of the Chief of Police. At management's discretion, additional leave may be granted for extenuating circumstances if authorized by the Chief of Police or commanding officer. Immediate family shall be interpreted as including: spouse, child, father, mother, sister, brother, father-in-law, mother-in-law, grandparents and grandchildren.

### **Section 2: Personal Leave Days**

All full-time employees with at least one (1) year seniority shall be granted twenty (24) personal leave hours with pay. The intended use of such hours is for such purposes as doctor or dentist visits or other special events or contingencies not covered elsewhere in the contract, five (5) days notice shall be given to the Chief of Police or his representative to utilize this time. The five (5) day notice may be waived by the Chief or his representative in emergency situations. Personal leave hours will be credited on May 1.

Personal leave days will be granted only when sufficient number of qualified personnel are available to meet contractual obligations and public safety requirements. At no time, except as noted hereafter, will management pay an officer overtime just to allow another officer personal leave. Personal leave days may not be cancelled by the Employer within five (5) calendar days of the approved time off.

Personal leave denied will state the reason for denial.

Personal leave hours may be combined with ETO hours and/or vacation hours to make up a full day of leave. However, an officer may only use vacation hours if he has an accumulation of vacation hours remaining of less than one day or twelve hours.

### **Section 3: Critical Illness Leave**

Employees may utilize personal leave, ETO or accumulated vacation for the purpose of surgery, critical illness or childbirth in the immediate family as defined in Funeral Leave (Article 16), Section 1. An employee's accumulated sick leave may be used for critical illness leave if accumulated personal leave and ETO have been used first. Permission must be authorized by the Chief of Police or command officer.

### **Section 4: Family Medical Leave Act**

To the extent under applicable law, according to the Federal Family Medical Leave Act, an eligible employee shall be granted leave for the purpose and under the terms and conditions as provided by Law in that respect. For purposes of FMLA leave, the term "12-month period" shall be defined to mean a rolling twelve (12) month period measured backward from the date an employee uses FMLA. An employee shall first utilize any accrued paid leave (i.e. vacation leave, disability/sick leave or personal leave) prior to taking unpaid family leave.

## **ARTICLE 17 RETIREMENT AND RETIREES HEALTH INSURANCE**

**Section 1: Retirement.** Each regular full-time employee, after six (6) months service with the City, shall become a member of the City's retirement system.

MERS 3.0 Multiplier with the F-50/25 waiver, FAC 5, 10 year vest, shall remain in effect for employees hired before July 1, 2012. Employees hired prior to July 1, 2012, shall contribute 13% toward the cost of said plan.

Employees hired on or after July 1, 2012 shall be in a single group plan covering both non-supervisory and supervisory bargaining unit personnel. The plan will be the MERS Hybrid Plan with a 1.75% multiplier for the Defined Benefit portion of the plan together with F-55/25 waiver, FAC 3, 6 year vest provision. The Employer will pay the full cost of the Defined Benefit portion of said plan in accordance with actuarial requirements. The Defined Contribution portion of this Hybrid Plan shall be funded by the Employer in an amount equal to the sum remaining when the cost to the Employer for the Defined Benefit portion is deducted from 16.2%. The Employer's maximum total contribution to the Defined Benefit and Defined Contribution portion of said plan shall not exceed 16.2% annually.

The MERS Alternative Transfer Rule will be adopted to facilitate employees hired prior to July 1, 2012 transferring between the non-supervisory and supervisory units.

**Section 2: RHCS.** For all employees covered by this Agreement, the City currently has available the MERS Health Care Savings Plan. Participation agreements shall be administered as outlined in the plan.

Employees hired before July 1, 2012 shall contribute annually into the MERS Health Care Savings Plan. Contribution will be made on a pro-rata bi-weekly pay basis. The City will match each such contribution. During the term of this Agreement, the contribution amounts shall be modified as follows:

Effective July 1, 2018 - - \$1100  
Effective July 1, 2019 - - \$1200  
Effective July 1, 2020 - - \$1300

In lieu of a flex spending deposit or Supervisory bonus, the City shall on the first pay date following January 1 make an annual deposit of \$400 for employees hired prior to July 1, 2012. Any employee hired prior to July 1, 2012 who enters the bargaining unit shall receive a pro rata share of the annual deposit.

## **ARTICLE 18 SPECIAL MEETINGS**

In the interest of sound and peaceful labor relations between the City and the Union, special meetings may be held by mutual consent of the City and the Union for the purpose of exchanging ideas, information and discussing problems or concerns of the parties that may arise during the duration of the agreement

Requests and agendas for such meetings shall be presented by the City Manager, and the President of the Union, respectfully. If either party desires a special meeting they shall request the meeting in writing to the other party. Such request shall include an agenda of the topic or items to be discussed. Attendance at the meeting will be limited to three (3) representatives of the City and three (3) representatives of the Union.

## **ARTICLE 19 PROMOTIONS**

### **Section 1: Definition**

Promotion is defined as a position in a classification involving a higher rate of pay.

### **Section 2: Purpose**

The purpose of this procedure is to establish a promotional system for full-time, non-probationary officers.

The City shall determine the duties of all positions subject to this procedure. This procedure shall apply when the City determines that a promotional vacancy exists and in no event shall it apply to temporary vacancies anticipated to last one hundred and twenty (120) calendar days or less to filling vacancies due to an officer being on sick leave, including Worker's Compensation Leave.

### **Section 3: Vacancy**

When it is determined by the City that a promotional vacancy exists, the City shall post such promotional vacancy on the Department bulletin board for a period of ten (10) working days. Officers shall request in writing, to the Police Chief, their desire for promotional consideration. The City shall not be obligated to consider a request for promotional consideration from an Officer who has not submitted his/her request in writing "during the ten day posting period". The Union President may file on behalf of an Officer absent from work during the ten (10) day posting period. "Day" shall have the same definition as it has in the grievance procedure of the current agreement.

## **Section 4: Criteria for Promotion**

Promotions shall be made on the basis of the following:

- (A) Written examination administered by the MML (Michigan Municipal League).
- (B) Oral Board
- (C) Seniority

## **Section 5: Eligibility**

Officers must have a minimum of four (4) years of law enforcement experience, two (2) years of seniority within the Charlotte Police Department and be fully empowered to enforce the criminal laws of the State of Michigan.

## **Section 6: Written Examination**

An examination supplied by the MML will be administered and scored by the MML. The content of the written exam will be skilled approximately to the level of the position considered.

## **Section 7: Oral Board**

An Oral Board shall be established to review applicants who have obtained a passing score on their written examination.

The Oral Board shall consist of the City Personnel Director, City Attorney and two (2) Command Officers from another department of equal or higher rank, to be mutually selected by the Union and the City.

The Oral Board will elect a chairman who shall direct the operation of the Oral Board. The Oral Board shall be charged with formulating the questions to interviewee's. The Oral Board shall produce a numerical score for each interviewee. This score shall be supplied to the Chief of Police.

## **Section 8: Seniority**

Department seniority shall be scored on the basis of one-half (1/2) point per year of seniority up to a maximum of ten (10) points.

## **Section 9: Scoring**

|            |   |                 |
|------------|---|-----------------|
| Written    | - | 45 points       |
| Oral Board | - | 45 points       |
| Seniority  | - | up to 10 points |

## **Section 10: Selection**

A roster of selection will prevail with the officers and scores in consecutive order. The Chief of Police shall promote a person from the two (2) highest total scores.

## **Section 11: Roster**

The roster of scores shall remain in effect for the tested position and rank for two (2) years from the date of the final selection.

If a vacancy again exists for the same rank, the Chief shall promote the person with the highest total score who was not promoted on the first vacancy.

## **Section 12: Rights**

The City reserves the right to hire and promote from outside the City, if no successful applicants are available from the bargaining unit.

## **Section 13: Upon Promotion**

An officer who is promoted will assume his or her new responsibilities on the effective date cited on his or her notice of promotion and will be granted the classification and rate of pay consistent with the promotion.

The officer may voluntarily return to his or her former position within six (6) months from the date of his or her promotion provided that the officer shall forfeit his or her right to bid on further promotions for a period of two (2) years.

The officer will serve a twelve (12) month probationary period during which a formal review by the Chief of Police, Lieutenant, and City Manager will be made as to the officer's competence to perform the assigned duties of the new classification.

An officer will be returned to his or her former rank and pay classification upon an unsatisfactory review during his/her promotional probation period.

## **Section 14: Testing**

All bargaining unit employees may test for any position within the Department under the rank of Lieutenant through the promotional procedure herein.

## **ARTICLE 20 DEMOTIONS**

When an employee is demoted to a position in a lower classification, unless he is punished for just cause, he shall continue to receive his regular rate of pay.

If the employee requests a voluntary demotion or is being punished for just cause, he will be paid in the approved range of the lower classification.

## **ARTICLE 21 TRANSFERS**

In the event of a newly created position within the bargaining unit, employees will be given an opportunity to transfer on the basis of qualifications, ability to perform the work and seniority. The

transfer of an employee from one department to another may be made only with the consent of the department heads involved and the City Manager.

## **ARTICLE 22 RATES FOR NEW CLASSIFICATIONS**

When a new classification is to be established within the unit, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the rate is proper, it shall be subject to negotiation.

## **ARTICLE 23 SALARY CLASSIFICATION**

**Section 1:** While employed by the City, each full-time employee is designated as being in a classification level corresponding to his particular position. Each classification carries minimum and maximum rates of pay, with a provision for increases according to a uniform schedule.

**Section 2:** All new hires shall be paid the minimum rate for the classification unless a higher rate is approved by the City Manager based upon the officers previous law enforcement experience.

**Section 3:** Salary increases shall be made on the basis of service in the amounts and at the intervals as provided for in the salary appendix.

**Section 4:** All Sergeants, within their corresponding classification level, shall receive an hourly rate of pay with a minimum of a 13.75% wage differential from the highest paid Charlotte Patrol Officers' pay scale.

## **ARTICLE 24 UNIFORMS AND EQUIPMENT**

The City shall provide the initial issue of uniforms and equipment for all Officers covered by this Agreement. In the selection, procurement and issuance of uniforms and equipment, the City will give due consideration to the items, numbers, materials and quality consistent to the needs, use, function and responsibility of the Officers. The uniform of the day will be prescribed by the Chief of Police. Current and up-to-date professionally done file photos and identification cards will be furnished by the City. A \$300.00 shoe allowance shall be made on new uniform shoes as needed with the approval of the Chief of Police or his designee. Probationary Officers will be furnished uniforms at the discretion of the Chief of Police. Uniforms and equipment for other Officers shall be furnished as follows:

### **Section 1: Clothing**

|                       |                         |
|-----------------------|-------------------------|
| 4 pair trousers       | 1 winter hat (optional) |
| 4 short sleeve shirts | 1 hat with rain cover   |
| 4 long sleeve shirts  | 1 rain coat             |
| 1 jacket (summer)     | 2 ties                  |
| 1 jacket (winter)     |                         |

The clothing allowance to be used for the purchase of civilian cloths as required by his position.



## **Section 2: Equipment**

1 approved service handgun    1 complete set leather                      1 pair handcuffs

All Officers will be provided with a body armor vest and must wear the full vest at all times when on duty unless excused by the Chief of Police.

Keys to the rear door of City Hall will be issued to each Officer. The Officer will sign for the key which will be turned in upon leaving the employ of the City.

## **Section 3: Cleaning of Uniforms**

The City will arrange a suitable schedule for cleaning uniforms as necessary at City expense.

## **Section 4: Automobile and Equipment**

In the procurement of motor vehicles for patrol purposes, the City shall use best efforts to secure automobiles and equipment of quality, design and construction commensurate with the function and responsibility to be performed and reasonably related to the safety of the Officer involved.

## **Section 5:            Reimbursement for Personal Property.**

Employees may be reimbursed for loss or damage to certain personal property that occurs in the line of duty. Reimbursement will be approved or denied in the discretion of the Chief or his/her designee.

# **ARTICLE 25 SAFETY**

Considering the safety of the Officers, the City shall:

(1)    Insure that a minimum of two (2) certified Officers be on duty at all times, actively assigned to road patrol.

(2)    Allow Officers a rest and relaxation period when an Officer has completed a shift ending at/or between Midnight and 06:00 hours on the day an Officer is required, by the Employer, to make an appearance at a work related event(s), and one (1) or more of the following circumstances exists:

        (a)    An Officer has a court/hearing appearance for a period of four (4) or more hours prior to the starting of a scheduled shift on the same day that the Officer last went off- duty.

        (b)    An Officer has a required work related follow-up, meeting, training, duty assignment or other required event that requires an appearance period of four (4) or more hours prior to starting of a scheduled shift on the same day that Officer last went off-duty.

        (c)    An Officer has two (2) or more work related events that require appearance of any length of time prior to the start of a scheduled shift on the same day that Officer last went off-duty.

(d) Officers shall be paid overtime pay for the required appearance time(s). As soon as the notice is received, the Officer shall contact a Command Officer or Senior Officer On-duty and report the details of that Officers schedule and required appearance(s) that requires special consideration.

The Officer making the required appearance(s) shall have that Officer's next shift covered for up to six (6) hours for the purpose of rest and relaxation. An Officer may utilize either Earned Time Off, in accordance with ETO use guidelines, or Sick Leave in the amount of the time that Officer was absent from scheduled duty.

(3) In case of Officer sickness or absence from duty, the Officer in charge will contact Officers in the following order to work in an overtime capacity:

- (a) Officers going off duty in department seniority order.
- (b) Officers coming on duty in department seniority order.
- (c) Officers with shifts starting within two (2) hours.
- (d) Officers per department seniority roster.

(4) If no officers are willing to work in an overtime capacity, officers may be ordered to work in inverse seniority order by a command officer or the Chief.

(5) Officers called will work a minimum of two (2) hours. Involuntary shift extensions or involuntary call-in shall be limited to six (6) hours maximum.

(6) If an Officer working on an extended shift, requests to be excused after completing his/her regular scheduled work hours, and the request is granted by a command Officer, the Officer shall not receive overtime pay for the hours worked.

(7) Any probationary Officer shall not be eligible to work overtime on road patrol, unless authorized by a Command Officer.

(8) Insure that all certified Officers qualify twice yearly at the range.

(9) Make periodic check of all ammunition and equipment.

(10) Adopt the following:

## **DRUG TESTING**

### **1. Purpose.**

A. The Charlotte Police Department has a responsibility and an obligation to provide a safe work environment by ensuring that employees are drug free.

B. The department and the employee may be liable for failing to address and ensure employees

can perform their duties without endangering themselves or the public.

C. There is sufficient evidence to conclude that use of illegal drugs, drug dependence, and drug abuse, seriously impairs an employee's performance and general physical and mental health. The department, in order to, ensure an employee's fitness for duty as a condition of employment orders drug tests based on a reasonable objective basis; and to inform the employee that testing is a condition of employment.

## **2. Definitions**

A. Employee - All personnel employed by the Charlotte Police Department.

B. Supervisor - Employees assigned to a position having day-to-day responsibility for supervising subordinates, or responsible for commanding a work element.

C. Drug Testing - A urinalysis or other test administered under approved conditions and procedures to detect drugs.

D. Reasonable Objective Basis:

1. An apparent state of facts and/or circumstances found to exist upon inquiry by the supervisor, which would induce a reasonably intelligent and prudent person to believe the employee was under the influence or using drugs/narcotics.

2. A reasonable ground for belief in the existence of facts or circumstances warranting an order to submit to a drug test.

### **3. Policy**

A. Any statutory defined illegal use of drugs by an employee, whether at or outside police employment is strictly prohibited.

B. For the well-being and safety of all concerned, the manufacture, consumption, possession, ingestion, or reporting for work under any influence of alcohol, illegal substances or illegal drugs such as, but not limited to, marijuana, narcotics, stimulants, depressants, hallucinogens, etc., is strictly prohibited.

1. Such consumption, possession, ingestion or being under the influence shall not occur on the City's time, premises, equipment, or job site in any way or at any other time or place while in the course of employment.

C. An employee may possess and use a drug or controlled substance, providing such drug or controlled substance is dispensed to said employee pursuant to a current valid medical prescription in the employee's name.

1. Should the employee's prescribing physician indicate that the known side effects of the drug makes it dangerous for the employee to safely work, the employee shall notify the employer/supervisor.

#### **4. General**

If the Chief or a Supervisor has a reasonable suspicion to believe an employee has violated this policy the following procedure will apply.

1. Any employee suspected of violating this section will be given an immediate hearing with the following persons present:
  - a. Employee;
  - b. Employee Union Representative, if requested;
  - c. Employee's Supervisor, if applicable;
  - d. Chief or designee.

The facts forming the basis for the reasonable suspicion shall be disclosed to the employee at this hearing and the employee shall, at the same time, be given the opportunity to explain his/her behavior or actions.

If it is determined by the Chief or his designee that the reasonable suspicion is substantiated the employee will be placed on administrative leave pending the results of an appropriate test.

A. Said employee shall be required to submit to an immediate urine and/or other appropriate test to determine whether or not the employee is under the influence of alcohol, a controlled substance or illegal drugs.

B. Such test shall be given pursuant to the procedure as outlined in Appendix A or prior arrangements at a site determined by the department and union.

C. The employee shall submit to such test and release of test results to the employer, failure to do so shall be presumption that the employee has violated the policy. The employee will then be subject to disciplinary action.

D. After the test has been given and the results known:

1. The employee will be put back to work with full pay for time lost, should the test results be negative; or

2. Shall be subject to discipline, including discharge, should the test results be positive.

#### **5. Procedure**

##### **A. Drug Testing/Urinalysis**

All applicants for employment shall be tested for drug or narcotic usage as a part of their pre-employment medical examination. The testing procedure and safeguards set forth in this order shall be followed by the examining physicians and others in the testing procedure.

1. Refusal to take the test, or test results reporting a presence of illegal drugs or narcotics, shall be the basis of discontinuing an applicant in the selection process.

2. Applicants found to be involved in the illegal sale, manufacture or distribution of any narcotic/drug will be permanently rejected.

3. Applicants demonstrating addiction to any narcotic/drug will be permanently rejected.

4. Any improper use of any narcotic/drug by an applicant after application will be grounds for permanent rejection.

5. After one year from the date of the above drug test, an applicant may reapply for employment if use or possession did not constitute a felony. Applicants who previously refused to test are not eligible for further consideration.

6. The results of drug tests on applicants shall be confidential and used for official purposes only.

#### B. Current Employees of the Department

1. The Chief or a Supervisor may order a drug test when there is a reasonable objective basis to believe that an employee is impaired or incapable of performing their assigned duties.

2. Current employees may be ordered by the Chief or a Supervisor to take a drug test:

a. Where there is reasonable objective basis to support allegations involving the use, possession or sale of drugs or narcotics: or

b. Where there has been the use of force involving a life threatening injury or death:  
or

c. Where there has been serious injury to the employee.

C. A drug test may be part of a routine physical examination if such physical examination is required for promotion or specialized assignment, i.e., drug enforcement unit, evidence management, or an assignment which places the employee in close proximity to drugs that may be abused.

D. Test results reporting the presence of illegal drugs or narcotics in excess of those specified in Appendix B (See Pg. 36), or the use of prescription drugs without a prescription or the abuse of any drugs, will be submitted as a part of a written complaint by the supervisor, consistent with Item (c) above, requesting departmental action.

#### E. Current Sworn Employees Assigned to a Drug Enforcement Unit

Any employee assigned to a unit which has a primary responsibility for drug enforcement shall be required (in addition to Item 2 above) to submit to periodic drug tests at the discretion of the Chief or his designee.

1. Prior to accepting a drug enforcement assignment, an employee shall execute written agreement and release stating that he/she fully consents to any medical, physical, psychiatric,

psychological or other testing, including urine and/or blood for drug or narcotic substances.

2. The Chief or his designee shall select the date and time when each employee assigned will be tested. The test may be administered randomly without advance notice.

F. The procedure for administering the urinalysis program is outlined in Appendix A of this policy. (See Pgs. 34-36)

#### G. Responsibility

Failure to comply with these provisions may be used as grounds for disciplinary action. Refusal by an employee to take the required drug test or follow these provisions will result in immediate suspension from duty pending final disciplinary action.

### **APPENDIX A**

#### **Blood and/or Urinalysis Procedures**

#### A. Obtaining Urine Samples

1. The employee designated to give a sample must be positively identified prior to any sample being obtained.

2. The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. An observer of the appropriate sex shall be present for direct observation to ensure the sample is from the employee and was actually passed at the time noted on the record. Specimen collection will occur in a medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.

3. An interview with the employee prior to the test will serve to establish use of drugs currently taken under medical supervision.

4. Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the testee. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.

#### B. Processing Urine Samples

1. The testing or processing phase shall consist of a two-step procedure.

a. Initial screening step, and

b. Confirmation step.

2. The urine sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report should not be considered positive; rather, it should be classified as confirmation pending.

3. The confirmation procedure should be technologically different than the initial screening test.
4. The testing method selected shall be capable of identifying marijuana, cocaine, and every major drug abuse including heroin, amphetamines and barbiturates. Laboratories utilized for testing will be certified as qualified to conduct urinalysis or drug testing.
5. The laboratory selected to conduct the analysis shall be certified by the National Institute on Drug Abuse and/or any State of Michigan Agency that determines certification for police employment. In addition, the laboratory selected shall use NADA or MLEOTC recommended laboratories security procedures or equivalent.
6. Any confirmatory test shall be done by chromatography/mass spectrometer.
7. If the first test is positive, a confirming test shall be run by a second approved laboratory as outlined in B5 if it is requested by the affected employee. If the second test is positive the employee will bear the full cost of this test. In the event the second test is negative, the employer will bear the full cost of this test. Employees who have participated in the drug test program where no drugs were found, shall receive a letter stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.

#### C. Chain of Evidence-Storage

1. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than 60 days.
2. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

#### D. Urinalysis Test Available

The following analytical methods for the detection of drugs in the urine are currently available and may be used:

1. Chromatographic Methods
  - a. TLC (Thin Layer Chromatography, recommended for initial step), or HPLC (High Performance Thin Layer Chromatography).
  - b. GLC (Gas Liquid Chromatography).
  - c. GC/MS (Gas Chromatography/Mass Spectrometry, recommended for confirmation step).
  - d. HPLC (High Pressure Liquid Chromatography).
2. Immunological Methods
  - a. RIA (Radioimmunoassay).
  - b. EMIT (Enzyme Multiplied Immunoassay Technique) recommended for initial screening step.

## **APPENDIX B**

| <u>Drug/Metabolite</u> | <u>Decision Level</u> |
|------------------------|-----------------------|
| Amphetamines           | 1000 ng/ml            |
| Barbiturates           | 300 ng/ml             |
| Cocaine metabolites    | 300 ng/ml             |
| Marijuana metabolites  | 100 ng/ml             |
| Opiates                | 300 ng/ml             |
| Phencyclidine (PCP)    | 25 ng/ml              |

Confirm using Gas Chromatography/Mass Spectrometry (GC/MS)

The City agrees to indemnify and save the Union harmless against any and all claims, suits or other forms of liability arising out of the Drug Policy.

### **ARTICLE 26 TRAINING**

The City will provide training to keep Officers updated on laws and procedures as interpreted by the State and Eaton County Courts at least once a year to Officers who are desirous of additional training. The Officer shall notify the Police Chief, in writing, of their desire to attend any law enforcement training schools and/or seminars. Attendance shall be at the discretion of the Police Chief and in accordance with the needs of the Department.

Training Notices:

Notices of available law enforcement training schools and/or seminars will be posted by the City.

### **ARTICLE 27 MISCELLANEOUS**

#### **Section 1: Addresses and Telephone Number of Employees**

Each employee covered hereby, whether on or off the active payroll, shall keep the City currently advised of his correct mailing address and of his telephone number.

#### **Section 2: Resignation**

An Officer covered hereby who desires to resign must present his resignation in writing to the Chief of Police or City Manager. The resignation must be submitted two (2) weeks, exclusive of earned vacation time, prior to the date it is to be effective. Any employee failing to give such proper notice may forfeit all leave benefits accrued under this agreement.

#### **Section 3: Effect of this Agreement**

This agreement supersedes any previous agreement, verbal or written, between the City and any employees covered hereby.



#### **Section 4: Waiver Clause**

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

#### **Section 5: Severability and Savings Clause**

If any provision of this Agreement, or supplement thereto, is found invalid by operation of law or by any Board or Court of competent jurisdiction, or if compliance with or enforcement of any provision should currently be restrained by any such Court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the City and the Union at the request of either party shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provisions or supplement.

#### **Section 6: Conformance with State Law**

If State law is amended on a mandatory basis that would affect any provision in this contract, the contract shall be automatically amended to conform with the law on the effective date of such law.

#### **Section 7: General Orders**

The Employer shall have the right to amend, supplement and/or add to its General Orders during the term of this agreement, provided, however, the Employer will notify the Union President of any such amendments, supplements or additions at least five (5) days in advance of their effective date unless such notification time limit cannot be met because of any emergency. The General Orders will be read and signed for by all employees.

#### **Section 8: Bulletin Board**

An area will be provided for a Union bulletin board in the complaint room.

#### **Section 9: Direct Deposit**

All employee wages will be paid through mandatory direct deposit.

#### **Section 10: Tuition Reimbursement**

The Employer shall reimburse the employee for tuition at the rate of \$250 per credit hour for each course for which the employee receives a grade of 2.5 or above. Only credit hours necessary to obtain a degree in criminal justice or a related field of study above the level of an associate's degree shall be eligible for reimbursement. No employee, during his/her employment with the

City, shall be reimbursed for more than 32 credit hours.

## **ARTICLE 28 GRIEVANCE PROCEDURE**

### **Section 1: Definition of a Grievance**

A grievance is defined as a claim reasonably and logically founded on a violation of this agreement; any grievance filed shall refer to the specific provision alleged to have been violated and it shall adequately set forth the facts pertaining to the alleged violation. Any claims not conforming to the provision of this definition shall be automatically denied as not constituting a valid grievance.

### **Section 2: Steps of Grievance**

#### **Step 1.**

Whenever a grievance arises an employee and/or Chief Steward or Alternate Chief Steward may present said grievance verbally to the immediate supervisor. The employee and/or Chief Steward or Alternate Chief Steward shall suffer no loss of pay for the time spent with the supervisor to discuss the grievance.

#### **Step 2.**

If the grievance is unresolved through the oral step with the immediate supervisor, the grievance shall be reduced to writing and shall be presented to the immediate supervisor who shall hold a meeting to discuss the grievance with the grievant and/or the Chief Steward or Alternate Chief Steward within five (5) days from the oral presentation.

The supervisor shall answer the grievance in writing within five (5) days of the meeting.

#### **Step 3.**

If the answer of the supervisor is not acceptable to the employee and the Union, the Chief Steward or Alternate Chief Steward shall present the grievance to the Chief of Police within five (5) days. A formal meeting shall be held between the Chief of Police, grievant and Chief Steward or Alternate Chief Steward to discuss the grievance. The Chief of Police shall answer the grievance form within five (5) days after the formal meeting.

#### **Step 4.**

If the answer of the Chief of Police is not acceptable to the employee and/or the Union, the Chief Steward or Alternate Chief Steward shall present the grievance to the City Manager within five (5) days. Upon presentation to the City Manager, he/she will within ten (10) days of such presentation contact the Union's representative to arrange a meeting to be scheduled at a mutually agreeable time between the outside P.O.L.C. Labor Representative, Chief Steward or Alternate Chief Steward, grievant, Chief of Police and the City Manager. The City Manager shall answer the grievance in writing, to the participants of the meeting, no later than ten (10) days after the meeting. At least one outside representative, Chief Steward or Alternate Chief Steward or grievant shall attend this meeting or the grievance shall be considered withdrawn by the Union.

Step 5.

If at this point the grievance has not been resolved, a meeting shall be held between the parties. Attendees at the meeting shall be: The attorney representing the Union, the Labor Council Representative, the Chief Steward or Alternate Chief Steward, the grievant, the attorney representing the City, the City Manager and the Chief of Police. Each party may invite one other participant of their choosing.

Step 6.

If at this point the grievance has not been resolved, the Union shall have the right to refer such grievance to arbitration within twenty (20) days after the answer of the City Manager. The arbitration service to be used shall be mutually agreed upon between the City and Union.

**Section 3: Rules of Grievance Processing**

(A) All grievances shall be in writing when presented at Step 2 of the grievance procedure and be signed by the grievant(s).

(B) All grievances shall include the Article, section number of the alleged violation.

(C) All grievances shall include the facts that gave rise to the grievance, and dates, times involved in the alleged violation and the remedy desired.

(D) All grievances must be filed within seven (7) days following the date or knowledge of the alleged violation.

(E) Management and Union representatives shall sign and date the grievance at each step, indicating receipt thereof and their answer(s).

(F) A grievance not processed to the next highest step within the time limits shall be deemed, withdrawn by the Union.

(G) A grievance not answered by the City representative within the time limits shall be granted in accordance with the requested remedy of the grievant and/or the Union.

(H) Time limits within the grievance procedure may be extended by mutual agreement of the City and Union.

(I) Employees and/or Union representative may write, investigate, process and present a grievance in a manner that will not conflict with the faithful and proper performance of their required duties and responsibilities. Violation of this section may result in disciplinary action on the employee involved.

(J) "Days" as used in the grievance procedure shall be defined to exclude Saturdays, Sundays and all Holidays. "Days" for the procedures (time limits) are to begin at 12:01 a.m. the following day.

## **Section 4: Arbitrator's Power**

The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his/her judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure.

The decision of the arbitrator shall be final and binding upon the City, the Union and the Grievant. The expenses and fees of the arbitrator shall be shared equally by the City and the Union.

## **ARTICLE 29 EARNED TIME OFF (ETO)**

### **Section 1:**

All Officers covered by this Agreement shall have the option to exchange overtime hours worked for earned time off (ETO) at the rate of time and one-half (1-1/2), under the following conditions:

(A) A maximum eighty (80) hour bank of ETO time will be allowed to be maintained by each Officer per contract year.

(B) Any usage of ETO will be charged and deducted from the ETO bank.

(C) Accumulated ETO may be paid off at the end of each contract year (twelve (12) months), at the request of the employee. ETO Checks will be issued by July 31 of each year.

(D) The ETO option will be made during the pay period that it is earned. ETO shall be banked to the nearest one-half (1/2) hour or paid in full.

(E) ETO may be used in increments of one half (1/2) hour but not more than twelve (12) hours. Up to twenty-four (24) hours in succession may be utilized exclusive of days off.

(F) An Officer may utilize ETO only with the approval of the Chief of Police or Command Officer. No overtime pay will be allowed so ETO time can be taken. Management reserves the right to consider the needs of the department and special events in determining whether to grant or deny requests to use ETO.

(G) Officers will be granted ETO in accordance with a first come, first serve basis.

(H) Five (5) days notice shall be given to the Chief of Police or his or her representative to utilize ETO time in amounts of more than twelve (12) hours.

(I) Accumulated ETO in any amount available shall be paid to the officer upon request. Requests shall be made in the first week of the month with checks to be issued the 2<sup>nd</sup> payroll of the month.

## **ARTICLE 30 DISCIPLINARY ACTION**

**Section 1:** Discipline is primarily the responsibility of the first line supervisor and is intended to be a positive or developmental rather than negative or punishing procedure. When positive measures fail and the Employer feels that punishment or discharge is necessary for alleged violations of departmental rules and regulations, such punishment or discipline or discharge shall be imposed by the Chief or his designee.

**Section 2:** Whenever disciplinary action is taken against an officer, the charges and specifications resulting in such discipline or discharge shall be reduced to writing and copies shall be furnished to the Union and to the employee against whom the charges are brought.

**Section 3:** Employees shall be permitted the presence of a Union representative if they so request at the time disciplinary action is initiated against the employee.

**Section 4:** In the event an employee is disciplined or discharged and he believes he has been unjustly disciplined or discharged, such shall constitute a case arising under the grievance procedure, provided a written grievance with respect hereto is presented to the Chief or his designee within five (5) days after such disciplinary action is taken. An employee who receives disciplinary action such as discharge may file a written grievance within five (5) days at Step 2 of the grievance procedure.

**Section 5:** The employee against whom the charges have been made may be represented at any hearing by a Union representative.

**Section 6:** In imposing any discipline, the Employer will not base his decision upon any infraction of department rules or regulations which occurred more than two years previously.

**Section 7:** In the event it should be decided under the grievance procedure that the employee was unjustly disciplined, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay at time of such discipline less any compensation earned by the employee during the period of time he was off work due to discipline.

**Section 8:** Probationary employees shall not be entitled to benefits and procedures herein provided in cases of disciplinary action.

**Section 9:** All disciplinary action shall be for just cause.

## **ARTICLE 31 CIVIC DUTY LEAVE**

Employees required to appear for jury qualification or jury service and have been notified of such subsequent to their hire date shall be granted leave with regular pay for those hours they would have been scheduled to work; however, any money earned as a juror, except the money received for mileage and meals, shall be turned over to the City. To qualify for jury duty pay, an employee

must give immediate notice to his supervisor when notified of his selection by showing his Notice of Jury Duty, and must report for work immediately upon release from jury service each day.

### **ARTICLE 32 POLICE PROFESSIONAL LIABILITY**

The City shall provide, through its liability insurance carrier, the following coverage for all officers covered by this agreement:

1. False arrest, detention or imprisonment, or malicious prosecution.
2. Libel, Slander, or Defamation of Character; Violation of an Individual's Right to Privacy.
3. Wrongful Entry or Eviction or other Invasion of the Right of Private Occupancy.
4. Assault and Battery.
5. Discrimination.
6. Violation of Civil Rights.
7. Improper service of Process.
8. Wrongful acts as defined in the Liability Policy.

This coverage is subject to a one million dollar (\$1,000,000) limit per incident and a one thousand (\$1,000) deductible per incident.

The deductible will be paid by the City and the provided coverage allows for legal assistance by an attorney of the City's choice.

### **ARTICLE 33 ICMA MATCH**

The City shall contribute matching funds up to \$2,500 for all employees covered by this agreement who wish to invest in the ICMA 457 Retirement Plan. After the initial \$2,500 match has been met, (annually), each Employee shall receive an additional City contribution of \$1,000 per fiscal year.

The City shall not contribute to the ICMA 457 Retirement Plan for employees hired on or after July 1, 2012.

### **ARTICLE 34 EMERGENCY MANAGER**

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act, 2011 PA 4, MCL 141.1501 to 141.1531, shall have the rights provided under that Act.

## **ARTICLE 35 AGREEMENT, RATIFICATION, TERMINATION AND MODIFICATION**

This Agreement incorporates all agreements and resolves all issues between the parties and shall continue in full force and effect until its termination date, subject to the exceptions as stated in Section 2 of this Article.

### **Section 1: Ratification**

The City negotiating committee shall submit and recommend to the City Council that they ratify this Agreement only after the Union submits this Agreement to and receives ratification by the employees within the bargaining unit, and the City Manager receives from the Union written notification thereof.

It is specifically understood and agreed by the parties that, upon mutual consent of the parties, any Article, Clause, Section, Appendix, Attachment or Understanding may be reopened anytime during the term of this Agreement.

### **Section 2: Effective and Termination Dates**

This Agreement shall become effective on July 1, 2021 and shall continue in full force and effect until 11:59 p.m. June 30, 2024, and thereafter, for successive periods of one (1) year, unless either party shall, on or before the sixty (60) days prior to the expiration date hereof or each successive expiration date, serve written notice on the other party of a desire to terminate, modify, alter, change, or amend, or any combination thereof, the Agreement.

IN WITNESS Whereof, the parties hereto have set their hands this \_\_\_\_ day of May, 2021.

For the City:

For the Union:

\_\_\_\_\_  
Honorable Michael Armitage, Mayor

\_\_\_\_\_  
David Thomas, POLC Representative

\_\_\_\_\_  
Erin LaPere, City Manager

\_\_\_\_\_  
James Falk, CPD Supervisory Unit

\_\_\_\_\_  
Mikayla Densmore, Deputy Clerk

\_\_\_\_\_  
Robert Antcliff, CPD Supervisory Unit

## APPENDIX A

### WAGES:

Listed below are the classifications which are covered by this Agreement with the corresponding hourly rate of pay:

| <u>Classification</u> | <u>July 1, 2021*</u> | <u>July 1, 2022*</u> | <u>July 1, 2023*</u> |
|-----------------------|----------------------|----------------------|----------------------|
| Sergeant              | \$31.20              | \$31.82              | \$32.46              |

\*Subject to possible modification pursuant to Article 23, Section 4.

\*Rates are effective the first full payroll period after said dates.

Assignments to various positions within the unit shall be made by the Department. The Department will consider employee requests and an employee's certified need for light duty assignments, etc. In the event two or more employees request a transfer to a Department declared vacancy, the most senior qualified employee will be granted the transfer, provided that the Department may deny the most senior qualified employee's request if the employee had previously requested a permanent assignment or otherwise for cause.

A one-time lump sum payment of \$500.00, not rolled into base pay, will be paid the second full payroll period after July 1, 2021.



**RESOLUTION NO. 2021-091**

**A RESOLUTION TO AUTHORIZE A CONTRACT WITH MOORE & BRUGGINK  
FOR SERVICES RELATED TO A FEASIBILITY STUDY FOR TERTIARY  
FILTRATION IMPROVEMENTS**

**WHEREAS**, the WWTP uses tertiary filtration as a critical process for the removal of phosphorus, biological oxygen demand, and total suspended solids that allows us to meet the terms of the discharge permit; and

**WHEREAS**, three tertiary filters are from the 1978 plant construction, and three were added in the 2000 upgrade, and they all need upgrades and replacements to the media, piping, and valves; and

**WHEREAS**, Moore & Bruggink has proposed a study to determine the most cost-effective option to either renovate, upgrade or replace the current process technology; and

**WHEREAS**, Moore & Bruggink has submitted a proposal in the amount of \$8,700 to prepare a report presenting up to three alternatives for the replacement of the above mentioned study.

**THEREFORE, BE IT RESOLVED** That the City enter into a contract with Moore & Bruggink to provide the above mentioned services and that the mayor or clerk be directed to sign said contract on behalf of the City.

**CITY OF CHARLOTTE  
RESOLUTION 2021-092**

**WHEREAS**, fees to be paid for zoning reviews including fences, sheds, site plans, rezoning, Zoning Board of Appeals requests, etc., are to be established by resolution of the City Council; and

**WHEREAS**, fees to be paid for zoning reviews including fences, sheds, site plans, rezoning, Board of Appeals requests, etc., are to be established by resolution of the City Council; and

**WHEREAS**, fees to be paid for water turn on charges, NSF check, Sewer Cleaning, call out rates, and meter testing, etc. are to be established by resolution of the City Council; and

**WHEREAS**, fees to be paid for gun permits, copies of police reports, breath test, water turn on charges, weed cutting, copies, DVDs, CDs labels and other requests are to be established by resolution of the City Council; and

**WHEREAS**, fees for certain items have not been adjusted for some time and no longer reflect the true costs of providing the services associated with the issuance of those permits;

**NOW THEREFORE BE IT RESOLVED**, that the following fees be established as follows:

**BUILDING/PLANNING/ZONING/FIRE**

|                                                 |                   |
|-------------------------------------------------|-------------------|
| Occupancy Permit.....                           | \$30.00           |
| Fence or Shed Permit.....                       | \$20.00           |
| <del>Swimming Pool Permit</del>                 |                   |
| <del>-(above or in ground).....</del>           | <del>-50.00</del> |
| <del>Demolition Permit</del>                    |                   |
| <del>-(residential or commercial).....</del>    | <del>-50.00</del> |
| <del>Moving Permit</del>                        |                   |
| <del>-(residential or commercial).....</del>    | <del>200.00</del> |
| <del>Roof Permit</del>                          |                   |
| <del>-(complete or partial).....</del>          | <del>-50.00</del> |
| <del>Insulation Permit</del>                    |                   |
| <del>-(complete building or partial).....</del> | <del>-50.00</del> |
| <del>Siding Permit</del>                        |                   |
| <del>-(complete building or partial).....</del> | <del>-50.00</del> |
| <del>Window Permit</del>                        |                   |
| <del>-(one or more).....</del>                  | <del>-40.00</del> |
| <del>Sign Permit.....</del>                     | <del>-40.00</del> |
| <del>Construction Permits:</del>                |                   |
| <del>Minimum Permit.....</del>                  | <del>-30.00</del> |

|                                                                               |                                          |
|-------------------------------------------------------------------------------|------------------------------------------|
| <del>All other permits will be \$30.00 for the first \$1000 and \$10.00</del> |                                          |
| <del>for each additional \$1000</del>                                         |                                          |
| Permit Renewal.....                                                           | <del>10.00</del>                         |
| Act 425 Agreement.....                                                        | 100.00                                   |
| Rezoning.....                                                                 | 150.00                                   |
| Rezone with Master Plan Change.....                                           | 200.00                                   |
| Board of Appeals hearing.....                                                 | 75.00                                    |
| Site Plans, including planned development districts.....                      | 100.00                                   |
| Special Condition Use.....                                                    | 100.00                                   |
| Class A Non-Conforming Use.....                                               | 100.00                                   |
| Plan Review:                                                                  |                                          |
| Commercial and large buildings.....                                           | 75.00                                    |
| Residential and small buildings.....                                          | 25.00                                    |
| Department of Social Services and other requested inspections.....            | 25.00                                    |
|                                                                               | Plus mileage if outside of City          |
| Re-inspection of the above.....                                               | 15.00                                    |
|                                                                               | Plus mileage if outside of City          |
| Subdivision Review fees as follows:                                           |                                          |
| Conventional Subdivision Plats.....                                           | 250.00                                   |
|                                                                               | Plus \$2.00 per lot                      |
| Subdivision Open Spaces Plan.....                                             | 250.00                                   |
|                                                                               | Plus \$2.00 per lot                      |
| Multiple Family Residential Plat.....                                         | 250.00                                   |
|                                                                               | Plus \$2.00 per individual dwelling unit |
| Zoning Book.....                                                              | .25 per page                             |
| Zoning Map.....                                                               | 2.00                                     |
| Master Plan with maps.....                                                    | 40.00                                    |
| Fire Report.....                                                              | 5.00                                     |
| Copies (per page).....                                                        | .25                                      |

## DEPARTMENT OF PUBLIC WORKS

### WATER/SEWER/STREETS/SIDEWALKS

|                                                               |                        |
|---------------------------------------------------------------|------------------------|
| Water turn on fee (due to repair or snow bird).....           | 30.00                  |
| Water turn on fee (due to non-payment shut off).....          | <del>40.00</del> 80.00 |
| Water turn on fee (after hours – repair/snowbird only).....   | 70.00                  |
| NSF check charge.....                                         | 30.00                  |
| Sewer Clean.....                                              | 75.00                  |
| After hours sewer clean (call out).....                       | 150.00                 |
| Holiday hours sewer clean (call out).....                     | 200.00                 |
| Meter test.....                                               | varies based on cost   |
| Weed cutting–(labor, equipment) minimum.....                  | 150.00                 |
| Water meter rental                                            |                        |
| Meter deposit (refundable less any unpaid water charges)..... | 500.00                 |
| Fee: 0 – 5,000 gallons (minimum fee).....                     | 50.00                  |
| Over 5,000 gallons (minimum fee).....                         | 100.00                 |

|                                                                         |        |
|-------------------------------------------------------------------------|--------|
| Water billed at usage times rate times 2                                |        |
| Frozen meter replacements – cost of meter & copperhorn.....             | varies |
| Frozen meter in pit – cost of meter.....                                | varies |
| Frozen water service...(labor, material, equipment).....                | varies |
| Sprinkler meter – cost of meter, copperhorn.....                        | varies |
| Sidewalk Snow Removal (labor, equipment, contractual svcs)-min. rate... | 100.00 |
| Brush Cleanup (labor, equipment, contractual svcs)– minimum rate....    | 100.00 |
| Trash Cleanup (labor, equipment, contractual svcs)– minimum rate....    | 150.00 |
| Copies (per page).....                                                  | .25    |

#### **POLICE DEPARTMENT**

|                                                                                                                                   |                       |
|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Gun Permits (notary fee) .....                                                                                                    | <del>5.00</del> 10.00 |
| Downtown overnight parking permit – residents only .....                                                                          | 30.00                 |
| Police report copy fees are calculated using FOIA itemization, therefore cost is determined for each report as necessary.....     | Varies                |
| Court Ordered preliminary breath testing for city residents – conducted only on weekends & holidays at 6:00 AM .....              | 5.00                  |
| Vehicle crash reports – use this service: <a href="https://policereports.lexisnexis.com">https://policereports.lexisnexis.com</a> |                       |
| Court Ordered portable breath testing.....                                                                                        | 5.00                  |

#### **ADMINISTRATION** (fees do not include shipping costs which will be added)

|                                                                          |                  |
|--------------------------------------------------------------------------|------------------|
| City Code Book, including Charter and Zoning with tabs and cover.....    | 95.00            |
| City Code Book, including Charter and Zoning without tabs and cover..... | .25 per page     |
| City Charter.....                                                        | 13.25            |
| <del>Cable DVD of Meetings.....</del>                                    | <del>—5.00</del> |
| Qualified voter file information                                         |                  |
| Per page.....                                                            | .25              |
| Burned to CD (each CD) .....                                             | 5.00             |
| Labels (each).....                                                       | .03              |
| Copies (per page).....                                                   | .25              |

**BE IT FURTHER RESOLVED** that requests submitted under the Freedom of Information Act may be subject to charges in addition to per copy fees in accordance with the City Council policy regarding such requests, and

**BE IT FURTHER RESOLVED** that the effective date will be July 1, 2021.

Second by Councilmember \_\_\_\_\_. Yeas. Nay. Absent

\_\_\_\_\_  
Michael Armitage, Mayor

\_\_\_\_\_  
Mikayla Densmore, Deputy Clerk

I, Erin LaPere, Acting City Clerk of the City of Charlotte, hereby certify the foregoing to be a true and complete copy of a resolution adopted by the Charlotte City Council at a regular meeting held on Monday, June 21, 2021.

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Erin E. LaPere, Acting City Clerk

**RESOLUTION NO. 2021 – 093**

**A RESOLUTION TO APPROVE A REQUEST FOR THE REZONING OF A PARCEL  
ON EAST HARRIS STREET FROM OS-1 OFFICE SERVICE DISTRICT TO B-1  
LOCAL BUSINESS DISTRICT**

WHEREAS, the City Council of the City of Charlotte has received a request to rezone properties in the City described as follows:

- 121 E. Harris Street -- Parcel No. 200-000-010-190-00 – S 70 FEET OF LOT 19.  
O.P. BLOCK 10 CITY OF CHARLOTTE

from OS-1 Office Service District to B-1 Local Business District.

WHEREAS, the purpose of this change would be to allow for a wider range of commercial uses, including retail business; and

WHEREAS, following the required public hearing, the City of Charlotte Planning Commission has voted to recommend this rezoning action to the City Council.

THEREFORE, BE IT RESOLVED that the City Council of the City of Charlotte does hereby approve the rezoning of this parcel from OS-1 Office Service District to B-1 Local Business District.



**TO:** City Council

**FROM:** Bryan Myrkle, Community Development Director

**SUBJECT:** Request for rezoning – 121 E. Harris

**DATE:** JUNE 3, 2021

---

The City of Charlotte has received a request to consider rezoning a parcel at 121 E. Harris Street from OS-1 Office Service District to B-1 Local Business District. The request is from Jeff Kenyon, who intends to purchase the site if the request is approved. Mr. Kenyon is the owner of Needful Things, a retail business located next door at 117 E. Harris Street; and would expand his business operations to include 121 E. Harris. He and the current owner have a purchase agreement pending this rezoning action.

The City took identical action to facilitate retail development when Mr. Kenyon purchased 177 E. Harris, rezoning it from OS-1 to B-1 in 2019. The same action was taken in 2017 to allow retail use in the historic Charlotte Library building now occupied by several retail businesses. These zoning changes have corresponded with an overall increase in downtown retail activity over the past few years, breathing new life into the block. This change is not for true downtown zoning, which is the Central Business District in Charlotte, however; B-1 is the most restricted form of commercial zoning in Charlotte and should serve as a reasonable buffer between the CBD and the residential neighborhood to the north.

I have spoken to the current owner regarding this rezoning action. If the prospective purchase were to fall through for some reason after the property is rezoned, his current use of the building for offices would continue to be allowed under the B-1 zone.

This change is supported by the City's Future Land Use Map and Master Plan which calls for mixed-use in this location, and also supports the development of small neighborhood commercial throughout the City.



The Planning Commission's held the required public hearing on this request on Tuesday, June 1. There were no concerns or objections received from the public, and the Commission voted unanimously to recommend the approval of this rezoning action.

If you have any questions about this, please contact me at (517) 543-8853 or at [bmyrkle@charlottemi.org](mailto:bmyrkle@charlottemi.org).





**CITY OF CHARLOTTE  
ORDINANCE NO. 2021-07**

**AN ORDINANCE TO AMEND CHAPTER 82-ZONING**

**BY AMENDING THE ZONING MAP TO CHANGE A CERTAIN DESCRIBED PARCEL  
FROM OS-1 OFFICE SERVICE DISTRICT TO B-1 LOCAL BUSINESS DISTRICT**

Councilmember \_\_\_\_\_ moved the following:

**THE CITY OF CHARLOTTE ORDAINS:**

Section 1. The Zoning District Map of the City of Charlotte, being part of Chapter 82-Zoning of the Code of the City of Charlotte is hereby amended as follows:

That property described as

**S 70 Feet of Lot 19. O. P. Block 10 City of Charlotte**

is hereby rezoned from OS-1 Office Service District to B-1 Local Business District.

Section 2. That the City Clerk is hereby directed to make the necessary corrections evidencing this zoning change.

Section 3. The attached map evidencing this change shall be marked and designated as Ordinance No. 2021-\_\_ and the City Clerk shall enter on the zoning map this ordinance number and the date of the adoption thereof and shall maintain a file containing a copy of this ordinance and a map thereto attached.

Section 4. This ordinance shall become effective upon the date of its publication.

Second, \_\_\_\_\_, \_\_\_\_\_ ( ) Yeas. ( ) Nays.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Mayor Michael Armitage

\_\_\_\_\_  
Acting City Clerk Erin LaPere

**RESOLUTION NO. 2021-098**

**A RESOLUTION TO APPROVE TRAFFIC CONTROL ORDER #21-02**

**WHEREAS**, the Uniform Traffic Code allows for placement of “No Stopping, Standing or Parking Signs” under section 257.942, Sec. 2, (c), (f), (g), and (i) of the Michigan Vehicle Code; and

**WHEREAS**, the City of Charlotte Police Chief has issued Traffic Control Order #21-02; and

**WHEREAS**, Traffic Control Order #21-02 provides that additional “No Parking” on North Washington Street, 300 block, West side of the street, from the intersection of N. Washington St/ E. Stoddard St. for 60 feet to the north. Additionally, “No Parking” on E. Stoddard Street, 100 block, North side of the street, from the intersection of N. Washington St./ E. Stoddard St. for 175 feet to the west; and

**WHEREAS**, the purpose of these signs will be to ensure enough line of sight clearance for the addition of an elevator for the Saints Church of Jesus Christ located at 123 E. Stoddard St.; and

**WHEREAS**, that the City Council does hereby authorize the Police Chief to issue Traffic Control Order #21-02; and

**NOW, THEREFORE, BE IT RESOLVED**, Traffic Control Order #21-02 becomes effective immediately upon signage changes and any previous traffic control orders conflicting with Traffic Control Order #21-02 are hereby rescinded and superseded.

# Memo

**To:** Erin LaPere, City Manager  
**From:** Paul Brentar, Chief of Police  
**Date:** 6/15/2021  
**Re:** Traffic Control Order # 21-02

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I hereby convey permission for the parking restrictions as described below:

"No Parking" on North Washington Street, 300 block, West side of the street, from the intersection of N. Washington St/ E. Stoddard St. for 60 feet to the north.

Additionally, "No Parking" on E. Stoddard Street, 100 block, North side of the street, from the intersection of N. Washington St./ E. Stoddard St. for 175 feet to the west.

This order is to ensure enough line of sight clearance for the addition of an elevator for the Saints Church of Jesus Christ located at 123 E. Stoddard St.

This order becomes effective immediately upon approval of the City Council.

Paul Brentar  
Chief of Police

Approved by Council (if applicable) (Date): \_\_\_\_\_

Copy to Police Chief (Date): \_\_\_\_\_

Copy to DPW Director (Date): \_\_\_\_\_

Introduced: June 17, 2021

Adopted:

Amended:

Effective:

**CITY OF CHARLOTTE**

**ORDINANCE NO. 2021-08**

AN ORDINANCE TO AMEND CHAPTER 2 -  
ADMINISTRATION - OF THE CODE OF THE CITY OF  
CHARLOTTE BY AMENDING ARTICLE III - OFFICERS AND  
EMPLOYEES, BY SEPARATING THE OFFICES OF CITY  
CLERK AND TREASURER.

Councilmember \_\_\_\_\_ moved that the following ordinance be amended and adopted as follows:

THE CITY OF CHARLOTTE ORDAINS:

**SECTION 1. PURPOSE.** The purpose of this ordinance is to separate the offices of City Clerk and Treasurer to clarify the duties and responsibilities of each officer.

**SECTION 2.** Article III - Officers and Employees - of Chapter 2 - Administration - of the Code of the City of Charlotte is hereby amended to read as follows:

**§ 2-51 DIVISION OF THE ADMINISTRATIVE SERVICE.**

The administrative service of the City shall be under the supervision and direction of the City Manager, except as provided by the City Charter, and shall be divided into the following offices and departments, each of which shall be the responsibility of and under the control of an administrative officer or department director, as listed below opposite such office or department:

| <i>Office or Department</i> | <i>Officer or Director</i> |
|-----------------------------|----------------------------|
| Assessor's Office           | City Assessor              |
| Attorney's Office           | City Attorney              |

|                              |                                   |
|------------------------------|-----------------------------------|
| Clerk's Office               | City Clerk                        |
| Treasurer's Office           | Finance Director/Treasurer        |
| Community Development Office | Director of Community Development |
| Fire Department              | Fire Chief                        |
| Manager's Office             | City Manager                      |
| Police Department            | Police Chief                      |
| Public Works Department      | Director of Public Works          |

## **§ 2-52 ADMINISTRATIVE OFFICERS.**

The administrative officers of the City shall be the City Assessor, City Attorney, City Clerk, Treasurer, Fire Chief, City Manager, Police Chief and the Director of Public Works.

## **§ 2-55 CLERK'S OFFICE.**

(A) The clerk's office shall be under the direction of the City Clerk, who shall have the duties and responsibilities detailed for the offices of City Clerk in the City Charter, this code and state statutes. In addition, he or she shall act as clerk for the Planning Commission and the Zoning Board of Appeals

(B) There is hereby established within the clerk's office, the human resources office. This office shall be charged with development of personnel policies, assisting officers and departments head in the development of work rules applicable to their departments, negotiation of collective bargaining agreements, overseeing the process of recruiting, hiring, disciplining and terminating employees, the development and implementation of employee training programs, the preparation and administration of pay plans, and the administration of employee benefit programs.

(C) Pursuant to 6.5 (F) of the City Charter, the City Clerk shall perform the duties of City Auditor. Such duties shall be performed under the supervision and with the assistance of the City Manager and may be carried out by the City Clerk, through the use of contractual services, or through a combination of the two.

## **§ 2-60 TREASURER'S OFFICE.**

The treasurer's office shall be under the direction of the Finance Director/Treasurer, who shall have the duties and responsibilities detailed for the offices of Treasurer in the City Charter, this code and state statutes. In addition, he or she shall assist the City Manager in preparation of the annual budget, and shall be responsible for reconciliation of the City's bank accounts, for preparation of bills and the receipt of payments of utility and other services rendered by city departments, and for payroll and related functions for city employees.

**§ 2-61 -- 2-65 RESERVED.**

**SECTION 3. EFFECT ON REMAINING SECTIONS.** The remaining Sections of Chapter 2, Article III shall remain in full force and effect.

**SECTION 4. EFFECTIVE DATE.** This ordinance shall become effective 20 days after publication.

Second, \_\_\_\_\_. \_\_\_\_\_ ( ) Yeas. ( ) Nays.

Dated:

\_\_\_\_\_  
Micheal Armitage, Mayor

\_\_\_\_\_  
Mikayla Densmore, Deputy Clerk

MEMORANDUM

TO: Charlotte City Council

FROM: Thomas M. Hitch, City Attorney

RE: **CITY ATTORNEY REPORT**

DATE: June 17, 2021

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The following is my report to the City Council on issues in which our office has been engaged since the last Council meeting:

1. **Farm Lease of Jeremy Droscha.** I have been contacted by the City Manager that Mr. Droscha is behind in his payments under the farm lease he has with the airport and she has asked that I work with Bryan Myrkle to see if we can terminate the lease, have someone else contract for the baling of hay and collect the monies that are due. I will keep the Council apprised.

TMH:cf





## **Manager's Report June 21<sup>st</sup> Council Meeting**

### **City Hall Re-Opening**

Beginning June 14<sup>th</sup> city hall has re-opened on Mondays and Wednesdays from 9 am until 1 pm, and Tuesdays from 2 pm to 4 pm for in-person services. We plan to phase in additional days and hours to return to normal operations as we fill the City Clerk and Finance Director/Treasurer roles later this summer. The first week was successful and we were happy to help a number of residents interested in conducting their business in-person.

### **City Clerk and Finance Director/Treasurer Recruitment**

The city is actively recruiting to fill the City Clerk and Finance Director/Treasurer roles. First round resume review will take place after June 18<sup>th</sup> with interviews to follow. I will keep Council apprised.

### **American Rescue Plan Act Update**

On Thursday, June 17<sup>th</sup> Michigan Treasury hosted a webinar updating NEUs on the status of stimulus funding. The required form to request funding is anticipated to be available from the state in early July and administration is compiling the required data in the interim. As we get more information from the state treasury including when we can expect the first payment, I will keep Council informed where we are in the process and if we receive additional information from the state or federal treasury. I am preparing a report for Council on the areas of interest per the discussion at the June 15<sup>th</sup> study session.

The state has also published an informational website here:

[https://www.michigan.gov/treasury/0,4679,7-121-1751\\_2197-561856--,00.html](https://www.michigan.gov/treasury/0,4679,7-121-1751_2197-561856--,00.html)

Additional information can be found on the MI Treasury webinar here:

[https://www.michigan.gov/treasury/0,4679,7-121-1751\\_2197-561856--,00.html](https://www.michigan.gov/treasury/0,4679,7-121-1751_2197-561856--,00.html) and PowerPoint from the webinar is available here:

[https://www.michigan.gov/documents/treasury/ARPA\\_PowerPoint\\_728180\\_7.pdf](https://www.michigan.gov/documents/treasury/ARPA_PowerPoint_728180_7.pdf).

### **City Communications**

Administration is working with the County and private vendors to evaluate opportunities to engage in communications outreach via email/text message services that would allow the city to push out messaging to residents or anyone interested persons who sign up for such a service. This could be utilized for public safety and other mass emergency alerts as well as for community events, meeting information, and other general city communications. I will prepare a report for Council on my recommendation at the next Council meeting.

**Face Mask and Gathering Orders**

On June 17<sup>th</sup> the Governor announced that effective June 22<sup>nd</sup>, all restrictions on indoor gatherings will be lifted and requirements for masking are also rescinded. These orders are separate from emergency rules issued by MIOSHA dictating workplace safety requirements for safety measures such as masking and COVID-19 symptom screening and we await clarity from the state as to whether those requirements will also be modified. The MIOSHA workplace safety requirements apply to staff as well as persons conducting in-person business at city buildings.

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## Fwd: New Entry: Contact Us

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**Charlotte Webmaster** <webmaster@charlottemi.org>

Fri, Jun 11, 2021 at 5:48 PM

To: Erin LaPere <elapere@charlottemi.org>, Michael Armitage <marmitage@charlottemi.org>

----- Forwarded message -----

From: **City of Charlotte, Michigan** <elapere@charlottemi.org>

Date: Fri, Jun 11, 2021, 17:35

Subject: New Entry: Contact Us

To: <webmaster@charlottemi.org>

### Name

ronald horvath

### Address

1049 northway dr

### Email

ronaldhorvath@yahoo.com

### Comment or Message

I spoke to the council this past Monday June 7th on the scam special assessment you passed but because of time constraints I didn't have the time to say further what needs to be said so now I shall. I had mentioned how you violated the open meetings act in your May 24th meeting by not letting me speak on zoom but having said that I'll move on. I was led to believe by your city manager and city clerk that you hadn't passed this fraud until I spoke with Daryl before last Monday's meeting. Daryl said the vote was unanimous to scam the taxpayers. Daryl you should feel ashamed of yourself when you told me you didn't agree with the vote but what was you going to do the city would be broke in 2 months. You should have done the right thing and voted NO and your conscience would be clear Daryl you know how government is suppose to work and you caved into the swamp. I could tell by observing the other members they have no clue how government is suppose to work! You all broke the 7th Commandment thou shall not steal when you stole from the water fund to help pay to redo the parking lots downtown. I have no doubt that some members of the council and or your cronies this was done for your own personal gain or theirs. Then you passed this scam special assessment to pay for your scams. As they say in prison if you can't do the time don't do the crime. You expect the taxpayers to suffer the punishment for the evil acts you the council committed. That dog don't hunt!! I told you for one example the downtown improvement grant DIG that is administered through MEDC to improve the downtown area in which your city manager never heard of that would have paid to redo the parking lots maybe not all at once but for over time it could have. You can't make this crap up but the city of Owosso received a \$20,000 grant from MEDC this week to plant trees and flowers in their downtown area? Trees and Flowers? As it says in scripture your sins will find you out and

yours have been exposed!! As I said at the meeting there are several grants both state and federal out there that the city could apply for which could bring millions of dollars to the city if you had somebody employed that knows what they are doing and you don't have to be a rocket scientist to do it. This brings me to my next point why is Bryan Myrkle on the payroll? As I told you Lisa Barna contacted my son to advise her on how to attract businesses to Charlotte this is Bryan's job he is supposed to be doing what my son does and Lisa turns to my son for help? Another thing he should be able to advise Erin your city manager where to find grants but Erin asked me where she should go to look for available grants I told her to contact my son who is the expert and she did the meet and greet in an email but has not contacted him back since for further assistance? If you get grants you can pay staff out of the grant and not out of the general fund. The grants are restrictive meaning if you want a grant let's say for the DPW you can pay staff who work for the DPW out of the grant funds. You can't steal the money like you did out of the water fund to pay for the parking lots it has to be used for the specific reason the grant was given. Another thing you are ripping us off on our water bills for the worst water. You can't drink it and you have to have water softeners because the city won't soften our water. When you hire a city manager do you ask applicants what their knowledge is of procuring grants because Erin told me she never did a federal grant and didn't know about DIG? You members have won the William Proxmire Golden Fleece award! Has anybody with the city contacted Tim Walberg on what grants are available out there???? I pray you use some smarts and rescind this special assessment and start cleaning up this swamp. Why do we have two tax assessors the city of Owosso which is almost twice the size of Charlotte has one?? You need to order Erin to contact my son for his expertise he is more than willing to advise her? I see city clerk left??? As I told you at the meeting you are using the fire Dept. as ruse to pass the scam special assessment and next year it will be the police dept. to do the same! How do you plan on wasting the \$897,000 in stimulus money the city is getting??? This is all I have to say for now but there is much more to come stay tuned but as Trump said you never tell your enemies your plans!!

Sent from City of Charlotte, Michigan