



Grand Ledge City Council
Regular Meeting Agenda

REGULAR MEETING AGENDA
MONDAY, 08 JUNE 2015
7:30 P.M.
COUNCIL CHAMBERS, CITY HALL
310 GREENWOOD ST., GRAND LEDGE MI 48837

- I. **ROLL CALL OF COUNCIL** – Mayor Kalmin Smith; Mayor Pro-Tem Keith Mulder; and Council members Christina Bartholomew, Rick Lantz, Sue Roberts, Thom Sowle, and Don Willems
- II. **PLEDGE OF ALLEGIANCE** – Any person(s) attending may participate in reciting the Pledge of Allegiance to the American Flag. The Mayor may choose to designate, with their consent, a Council member or a person attending to lead the Pledge of Allegiance. The City Council shall not require any Council member or person(s) attending to recite the Pledge of Allegiance.
- III. **AUDIENCE PARTICIPATION** – Any person(s) attending may comment on any subject. All presentations before the City Council shall be limited to five minutes per individual presentation.
- IV. **APPROVAL OF CONSENT AGENDA** – The City Council approves items listed on the consent agenda by a single roll call vote without debate. If the City Council desires to debate any item listed on the consent agenda, it may remove the item and place it on the regular agenda for consideration in due order.
 - A. **Motion (from staff)** – To approve the Monday, 08 June 2015 City Council consent agenda, as follows:
 - i. Financial transactions and bills.
 - ii. Monday, 26 May 2015 regular City Council minutes.
 - iii. Monday, 26 May 2015 Closed Session minutes.
 - iv. Thursday, 28 May 2015 special City Council minutes.
 - v. Thursday, 28 May 2015 Closed Session minutes.
 - vi. Right-of-Way Use application from the Grand Ledge Area Chamber of Commerce for the 2015 Yankee Doodle Days.
 - vii. Right-of-Way Use application from the Grand Ledge Education Foundation for the 20 June 2015 Josh Spalsbury Memorial Comet Chase 5K.
 - viii. Right-of-Way Use application from Ledge Craft Lane, Ltd., for the 2015 Island Art Fair.
 - ix. Local Government Approval resolution to recommend an application from Sanctuary Brewers, LLC, for a New Micro Brewer license.
- V. **APPROVAL OF REGULAR AGENDA** – The City Council may remove any item from or add any item to the regular agenda.
 - A. **Motion** – To approve the Monday, 08 June 2015 regular City Council agenda.
- VI. **COMMITTEE AND BOARD REPORTS** – Council members and staff may report on discussions and actions of committees and boards.

- VII. STAFF REPORTS** – The City Council may receive reports from various department heads.
- VIII. UNFINISHED BUSINESS** – The City Council may again debate any item(s) previously debated but not finally disposed of and may or may not act upon the item(s) as indicated below.
- IX. NEW BUSINESS** – The City Council may debate any item(s) under its authority not previously debated and may or may not act upon the item(s) as indicated below.
- A. Resolution** – To adopt the Annual Budget and Appropriations Measure for the Fiscal Year Ending 30 June 2016, and the tax levy and rates.
- B. Resolution** – To approve a proposal from Kuntzsch Solutions for promoting the Grand Ledge Willis Industrial Park.
- C. Resolution** – To approve a Road Commission and City Agreement for Millage Revenue Distributions 2014-2025.
- D. Resolution** – To approve a Proposal from BS&A Software for Financial Software and Data Conversion.
- X. AUDIENCE PARTICIPATION** – Any person(s) attending may comment on any subject. All presentations before the City Council shall be limited to five minutes per individual presentation.
- XI. COMMUNICATIONS FROM THE MAYOR AND COUNCIL** – The Mayor may make appointments and reappointments to boards and committees, may report on subjects referred by Council members, staff and residents, and may comment on any subject. City Council members may comment on any subject.
- XII. CLOSED SESSION** – The Open Meetings Act allows the City Council to discuss certain subjects without the presence of the public. The City Council may request a staff member or any other person the City Council determines to be necessary, by a majority of the Council members present, to attend the closed session. All persons not requested by the City Council to stay must leave the Council chambers. Once the Closed Session has ended, the City Council will resume the regular meeting.
- A. Motion** – To move into closed session for a strategy and negotiation session connected with the negotiation of a collective bargaining agreement, per the Open Meetings Act, Section 8(c), and to consider material exempt from discussion or disclosure by state or federal statute, per the Open Meetings Act, Section 8(h).
- B. Resolution (after Closed Session)** – To approve a Collective Bargaining Agreement with Lodge #141 Fraternal Order of Police, Labor Program, Inc. Non-Supervisory Unit.
- XIII. ADJOURNMENT** – When the City Council has completed all items listed on the approved agenda, it may not take any further action until its next regular meeting or a special meeting. If the time is significantly late and items remain on the approved agenda, the presiding officer may ask for a motion to adjourn the meeting to another specific date, time, and place at which to resume and complete the approved agenda.



Gregory L. Newman, City Clerk

**THE GRAND LEDGE CITY COUNCIL WILL HOLD ITS NEXT REGULAR MEETING ON MONDAY, 22 JUNE 2015, AT 7:30 P.M.
IN THE COUNCIL CHAMBERS, CITY HALL, 310 GREENWOOD ST., GRAND LEDGE, MICHIGAN**

**GRAND LEDGE CITY COUNCIL
310 GREENWOOD ST.
GRAND LEDGE MI 48837
(517) 627-2149**

**CITY COUNCIL MINUTES – REGULAR MEETING
TUESDAY, 26 MAY 2015
7:30 P.M.
COUNCIL CHAMBERS, CITY HALL
310 GREENWOOD ST.**

- I. ROLL CALL OF COUNCIL** – Mayor Kalmin Smith; and Council members Christina Bartholomew, Rick Lantz, and Thom Sowle
– Mayor Pro-Tem Keith Mulder, and Council members Sue Roberts and Don Willems were absent
OTHERS PRESENT – Adam Smith, City Administrator; Gregory Newman, City Clerk; Larry LaHaie, Service Director; Susan Stachowiak, Zoning Administrator; Chad Brunton, Street Supervisor;

II. PLEDGE OF ALLEGIANCE

Mayor Smith led those in attendance in the Pledge of Allegiance.

III. AUDIENCE PARTICIPATION

Mayor Smith presented a proclamation to James Schwartz honoring him for his contributions to the community.

IV. APPROVAL OF CONSENT AGENDA

- A. Motion (from staff)** – To approve the Tuesday, 26 May 2015 City Council consent agenda, as follows:
- i. Financial transactions and bills.
 - ii. Monday, 11 May 2015 regular City Council minutes.
 - iii. Monday, 11 May 2015 Closed Session minutes.

COUNCIL MEMBER LANTZ MOVED, COUNCIL MEMBER SOWLE SECONDED, TO APPROVE THE TUESDAY, 26 MAY 2015 CITY COUNCIL CONSENT AGENDA.

COUNCIL MEMBER BARTHOLOMEW MOVED, COUNCIL MEMBER LANTZ SECONDED, TO AMEND THE TUESDAY, 26 MAY 2015 CITY COUNCIL CONSENT AGENDA, BY INSERTING AS ITEM III, THE MONDAY, 11 MAY 2015 CLOSED SESSION MINUTES. MOTION CARRIED UNANIMOUSLY.

MOTION TO APPROVE THE TUESDAY, 26 MAY 2015 CITY COUNCIL CONSENT AGENDA, AS AMENDED BY INSERTING AS ITEM III, THE MONDAY, 11 MAY 2015 CLOSED SESSION MINUTES, CARRIED UNANIMOUSLY.

V. APPROVAL OF REGULAR AGENDA

- A. Motion** – To approve the Monday, 11 May 2015 regular City Council agenda.

COUNCIL MEMBER BARTHOLOMEW MOVED, COUNCIL MEMBER LANTZ SECONDED, TO APPROVE THE TUESDAY, 26 MAY 2015 REGULAR CITY COUNCIL AGENDA.

COUNCIL MEMBER BARTHOLOMEW MOVED, COUNCIL MEMBER LANTZ SECONDED, TO AMEND THE TUESDAY, 26 MAY 2015 REGULAR CITY COUNCIL AGENDA, BY INSERTING AS ITEM IX. C., A MOTION TO SET A THURSDAY, 28 MAY 2015, SPECIAL CITY COUNCIL MEETING. MOTION CARRIED UNANIMOUSLY.

MOTION TO APPROVE THE TUESDAY, 26 MAY 2015 REGULAR CITY COUNCIL AGENDA, AS AMENDED BY INSERTING AS ITEM IX. C., A MOTION TO SET A THURSDAY, 28 MAY 2015, SPECIAL CITY COUNCIL MEETING, CARRIED UNANIMOUSLY.

VI. COMMITTEE AND BOARD REPORTS

A. City Council Finance and Policy Committee

Adam Smith, City Administrator, reported on the most recent information in the proposed Annual Budget for the Fiscal Year Ending 30 June 2016.

VII. STAFF REPORTS

VIII. UNFINISHED BUSINESS

- A. Ordinance #552 (Adoption)** – Of an ordinance amending the Grand Ledge City Code Chapter 220, Zoning, Article XVIII, General Provisions, §§220-72, Access to a street, and 220-74, Access management, (introduced 27 April 2015, published 03 May 2015, public hearing 11 May 2015).

COUNCIL MEMBER BARTHOLOMEW MOVED, COUNCIL MEMBER SOWLE SECONDED, TO ADOPT ORDINANCE #552, AMENDING THE GRAND LEDGE CITY CODE CHAPTER 220, ZONING, ARTICLE XVIII, GENERAL PROVISIONS, §§220-72, ACCESS TO A STREET, AND 220-74, ACCESS MANAGEMENT.

Susan Stachowiak, Zoning Administrator, explained the ordinance sets minimum lot frontages and revises street access language.

MOTION TO ADOPT ORDINANCE #552, AMENDING THE GRAND LEDGE CITY CODE CHAPTER 220, ZONING, ARTICLE XVIII, GENERAL PROVISIONS, §§220-72, ACCESS TO A STREET, AND 220-74, ACCESS MANAGEMENT, CARRIED UNANIMOUSLY.

- B. Resolution #26 of 2015** – To approve a Quit Claim Deed to Keith Mulder for the property located at 718 Spring St. (introduced 27 April 2015, published 03 May 2015).

COUNCIL MEMBER LANTZ MOVED, COUNCIL MEMBER BARTHOLOMEW SECONDED, TO ADOPT RESOLUTION #26 OF 2015, TO APPROVE A QUIT CLAIM DEED TO KEITH MULDER FOR THE PROPERTY LOCATED AT 718 SPRING ST.

Adam Smith, City Administrator, explained the City Charter requires a twenty-eight day waiting period to sell real property, and explained the bids requested and received.

MOTION TO ADOPT RESOLUTION #26 OF 2015, TO APPROVE A QUIT CLAIM DEED TO KEITH MULDER FOR THE PROPERTY LOCATED AT 718 SPRING ST., CARRIED UNANIMOUSLY.

IX. NEW BUSINESS

- A. Resolution (Introduction)** – To approve a Uniform Buy & Sell Agreement with Stein Brothers, Inc., for the properties located at 200 E. Jefferson St. and 319 Taylor St.

COUNCIL MEMBER LANTZ MOVED, COUNCIL MEMBER BARTHOLOMEW SECONDED, TO INTRODUCE A RESOLUTION TO APPROVE A UNIFORM BUY & SELL AGREEMENT WITH STEIN BROTHERS, INC., FOR THE PROPERTIES LOCATED AT 200 E. JEFFERSON ST. AND 319 TAYLOR ST.

Adam Smith, City Administrator, explained the written offer and contingencies for the former City Hall and City Hall Annex, and mentioned the anticipated restaurant and brewpub.

MOTION TO INTRODUCE A RESOLUTION TO APPROVE A UNIFORM BUY & SELL AGREEMENT WITH STEIN BROTHERS, INC., FOR THE PROPERTIES LOCATED AT 200 E. JEFFERSON ST. AND 319 TAYLOR ST., CARRIED UNANIMOUSLY.

- B. Resolution #27 of 2015** – To approve a Special Land Use Permit and Site Plan from CESO, Inc., for a Speedway Gasoline Station and Retail Center at 720 S. Clinton St.

COUNCIL MEMBER LANTZ MOVED, COUNCIL MEMBER SOWLE SECONDED, TO ADOPT RESOLUTION #27 OF 2015, TO APPROVE A SPECIAL LAND USE PERMIT AND SITE PLAN FROM CESO, INC., FOR A SPEEDWAY GASOLINE STATION AND RETAIL CENTER AT 720 S. CLINTON ST.

Susan Stachowiak, Zoning Administrator, explained the required City Council approval of the gasoline station site plan and special land use permit, reported the site plan and special land use permit comply with the Zoning Ordinance, reported the Planning Commission recommends approval of the special land use permit with the included five contingencies, and described the project redeveloping the former Spartan Store.

The City Council debated the positive impact of the development.

MOTION TO ADOPT RESOLUTION #27 OF 2015, TO APPROVE A SPECIAL LAND USE PERMIT AND SITE PLAN FROM CESO, INC., FOR A SPEEDWAY GASOLINE STATION AND RETAIL CENTER AT 720 S. CLINTON ST., CARRIED UNANIMOUSLY.

- C. Motion** – To set a Thursday, 28 May 2015, special City Council meeting.

The City Council debated the time of the Thursday, 28 May 2015, special City Council meeting.

COUNCIL MEMBER BARTHOLOMEW MOVED, COUNCIL MEMBER LANTZ SECONDED, TO SET A THURSDAY, 28 MAY 2015, SPECIAL CITY COUNCIL MEETING. MOTION CARRIED UNANIMOUSLY.

X. AUDIENCE PARTICIPATION

XI. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

XII. CLOSED SESSION

- A. Motion** – To move into closed session to consider material exempt from discussion or disclosure by state or federal statute, per the Open Meetings Act, Section 8(h).

COUNCIL MEMBER LANTZ MOVED, COUNCIL MEMBER SOWLE SECONDED, TO MOVE INTO CLOSED SESSION TO CONSIDER MATERIAL EXEMPT FROM DISCUSSION OR DISCLOSURE BY STATE OR

FEDERAL STATUTE, PER THE OPEN MEETINGS ACT, SECTION 8(H), AT 7:50 P.M. MOTION CARRIED UNANIMOUSLY.

COUNCIL MEMBER LANTZ MOVED, COUNCIL MEMBER BARTHOLOMEW SECONDED, TO RETURN TO THE MONDAY, 11 MAY 2015 REGULAR CITY COUNCIL MEETING, AT 8:11 P.M. MOTION CARRIED UNANIMOUSLY.

XIII. ADJOURNMENT

COUNCIL MEMBER LANTZ MOVED, COUNCIL MEMBER BARTHOLOMEW SECONDED, TO ADJOURN THE MONDAY, 11 MAY 2015, REGULAR CITY COUNCIL MEETING, AT 8:13 P.M. MOTION CARRIED UNANIMOUSLY.

Gregory L. Newman, City Clerk

Kalmin D. Smith, Mayor

DRAFT

**GRAND LEDGE CITY COUNCIL
310 GREENWOOD ST.
GRAND LEDGE MI 48837
(517) 627-2149**

**CITY COUNCIL MINUTES – SPECIAL MEETING
THURSDAY, 28 MAY 2015
4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
310 GREENWOOD ST.**

I. ROLL CALL OF COUNCIL – Mayor Kalmin Smith; Mayor Pro-Tem Keith Mulder, and Council members Christina Bartholomew, Sue Roberts, Thom Sowle, and Don Willems

–Council member Rick Lantz was absent

OTHERS PRESENT – Adam Smith, City Administrator; Gregory Newman, City Clerk; Ameer King, Assistant City Administrator;

II. PLEDGE OF ALLEGIANCE

Mayor Smith led those in attendance in the Pledge of Allegiance.

III. AUDIENCE PARTICIPATION

IV. CLOSED SESSION

A. Motion – To move into closed session for a strategy and negotiation session connected with the negotiation of a collective bargaining agreement, per the Open Meetings Act, Section 8(c).

COUNCIL MEMBER ROBERTS MOVED, COUNCIL MEMBER BARTHOLOMEW SECONDED, TO MOVE INTO CLOSED SESSION FOR A STRATEGY AND NEGOTIATION SESSION CONNECTED WITH THE NEGOTIATION OF A COLLECTIVE BARGAINING AGREEMENT, PER THE OPEN MEETINGS ACT, SECTION 8(C), AT 4:11 P.M. MOTION CARRIED UNANIMOUSLY.

COUNCIL MEMBER WILLEMS MOVED, COUNCIL MEMBER ROBERTS SECONDED, TO RETURN TO THE THURSDAY, 28 MAY 2015 SPECIAL CITY COUNCIL MEETING, AT 5:12 P.M. MOTION CARRIED UNANIMOUSLY.

V. NEW BUSINESS

A. Resolution #28 of 2015 – To approve a Collective Bargaining Agreement with Lodge #141 Fraternal Order of Police, Labor Program, Inc. Supervisory Unit.

COUNCIL MEMBER ROBERTS MOVED, COUNCIL MEMBER MULDER SECONDED, TO ADOPT RESOLUTION #28 OF 2015, TO APPROVE A COLLECTIVE BARGAINING AGREEMENT WITH LODGE #141 FRATERNAL ORDER OF POLICE, LABOR PROGRAM, INC. SUPERVISORY UNIT. MOTION CARRIED UNANIMOUSLY.

B. Resolution #29 of 2015 – To approve a Collective Bargaining Agreement with Lodge #141 Fraternal Order of Police, Labor Program, Inc. Non-Supervisory Unit.

COUNCIL MEMBER WILLEMS MOVED, COUNCIL MEMBER ROBERTS SECONDED, TO ADOPT RESOLUTION #29 OF 2015, TO APPROVE A COLLECTIVE BARGAINING AGREEMENT WITH LODGE #141

FRATERNAL ORDER OF POLICE, LABOR PROGRAM, INC. NON-SUPERVISORY UNIT. MOTION CARRIED UNANIMOUSLY.

- C. Resolution #30 of 2015** – To approve a Collective Bargaining Agreement with the United Automobile, Aerospace, Agricultural Implement Workers of America.

COUNCIL MEMBER ROBERTS MOVED, COUNCIL MEMBER BARTHOLOMEW SECONDED, TO ADOPT RESOLUTION #30 OF 2015, TO APPROVE A COLLECTIVE BARGAINING AGREEMENT WITH THE UNITED AUTOMOBILE, AEROSPACE, AGRICULTURAL IMPLEMENT WORKERS OF AMERICA. MOTION CARRIED UNANIMOUSLY.

- D. Resolution #31 of 2015** – To amend the Personnel Manual.

COUNCIL MEMBER ROBERTS MOVED, COUNCIL MEMBER MULDER SECONDED, TO ADOPT RESOLUTION #31 OF 2015, TO AMEND THE PERSONNEL MANUAL. MOTION CARRIED UNANIMOUSLY.

VI. AUDIENCE PARTICIPATION

VII. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

VIII. ADJOURNMENT

COUNCIL MEMBER ROBERTS MOVED, COUNCIL MEMBER WILLEMS SECONDED, TO ADJOURN THE THURSDAY, 28 MAY 2015, SPECIAL CITY COUNCIL MEETING, AT 5:14 P.M. MOTION CARRIED UNANIMOUSLY.

Gregory L. Newman, City Clerk

Kalmin D. Smith, Mayor

DRAFT

Kalmin D. Smith
Mayor



Jon Bayless
City Administrator

City of Grand Ledge
200 E. Jefferson St.
Grand Ledge MI 48837 (517) 627-2149
grand-ledge.com

Right-of-Way Use Application

Name Will Russell

Organization (if any) G.L. Chamber of Commerce

Address 220 S. Bridge St. 48837

Daytime Phone 627-2383

Description of activity (Use the attached map to highlight the street, sidewalk or other public right-of-way requested to be used.):

① Yankee Doodle Days Parade from Sawtooth to South Bridge
to N. Bridge to Fire Station

② Bridge St. Bridge Closure for Fireworks

Earliest date and time the right-of-way is needed (consider preparation and set-up for the event):

Sat. 06/20/15 11:00 a.m./p.m. FOR Parade
to 12:00 pm.

Latest date and time the right-of-way is needed (consider clean up from the event):

Sat. 6/20/15 (Dusk) 9:30 a.m./p.m. FOR Fireworks
until ~10:30 pm

Describe plans to provide parking for participants, traffic control for the event, and security and crowd control (Applicants must provide a list of persons assigned as Marshalls at each intersection along a parade route. Applications will not be approved by the Chief of Police or the Fire Chief, or submitted to the City Council until said list is provided.):

Chamber Members will be @ Intersections during parade
Parking in City lots as needed. Many will walk to parade &
Fireworks.

Kalmin D. Smith
Mayor



Jon Bayless
City Administrator

City of Grand Ledge
200 E. Jefferson St.

grand-ledge.com

Grand Ledge MI 48837

(517) 627-2149

Parks and Park Facilities Rental Application

For Office Use Only	
Deposit Paid _____	Key _____
Fee Paid _____	Initials _____
Total Paid _____	

Name of Person Responsible Jill Russell

Organization (if any) G.L. Chamber of Commerce

Address 220 S. Bridge St. Daytime Phone 627-2383

GL 48837 Evening Phone _____

Rental Date and Time

Date(s) of rental (attach separate sheet if necessary)

June 18, 19, 20, 21 2015

Time of rental

(check one for half-day rental, both for full-day)

8:00 a.m. - 3:00 p.m.

3:00 p.m. - 10:00 p.m.

Grand Ledge Scouts and Seniors are exempt from these fees when using the Scout Building. The Farmers Market, Relay for Life, Victorian Days and Yankee Doodle Days are exempt from parks facilities rental fees. All other non-profit organizations and events pay listed non-profit parks facilities rental fees. The City may charge additional fees for other services not listed. All facility rentals require a refundable \$100.00 damage/clean up deposit.

Facility	Resident	Non-Resident
<u>Sat 6/20</u> → <u>Island Park</u>		
All rentals requiring electricity pay a \$50.00 electricity charge.		
Fireworks <input type="checkbox"/> 1 Half Day	\$250.00	\$650.00
Set up <input type="checkbox"/> Full Day	\$450.00	\$850.00
and <input type="checkbox"/> Non-Profit Half Day	\$125.00	\$325.00
display <input checked="" type="checkbox"/> Non-Profit Full Day	\$225.00	\$425.00
<input type="checkbox"/> Revenue Generating Non-Profit	\$150.00/event	\$250.00/event

City of the Seven Islands - - Established 1893

City of Grand Ledge
 200 E. Jefferson St.
 Grand Ledge MI 48837 (517) 627-2149

grand-ledge.com

Facility	Resident	Non-Resident
Island Park Gazebo or Dock		
<input type="checkbox"/> Half Day	\$80.00	\$150.00
<input type="checkbox"/> Full Day	\$120.00	\$250.00
<input type="checkbox"/> Non-Profit Half Day	\$40.00	\$75.00
<input type="checkbox"/> Non-Profit Full Day	\$60.00	\$125.00
Jaycee Park Pavilion		
<input type="checkbox"/> Half Day	\$50.00	\$100.00
<input type="checkbox"/> Full Day	\$80.00	\$150.00
11:30 - 1 pm <input checked="" type="checkbox"/> Non-Profit Half Day	\$25.00	\$50.00
<input type="checkbox"/> Non-Profit Full Day	\$40.00	\$75.00
Maypole Park		
6/18 6/19 <input type="checkbox"/> Half Day	\$80.00	\$150.00
6/20 6/21 <input type="checkbox"/> Full Day	\$150.00	\$250.00
<input type="checkbox"/> Non-Profit Half Day	\$40.00	\$75.00
<input checked="" type="checkbox"/> Non-Profit Full Day	\$75.00	\$125.00
Scout Building or Ledges Playhouse		
<input type="checkbox"/> Half Day	\$150.00	\$250.00
<input type="checkbox"/> Full Day	\$250.00	\$350.00
<input type="checkbox"/> Non-Profit Less than 4 Hours	\$25.00	\$25.00
11:30 - pm <input checked="" type="checkbox"/> Non-Profit 4 to 8 Hours	\$50.00	\$50.00
<input type="checkbox"/> Non-Profit More than 8 Hours	\$75.00	\$75.00

Approximate size of group _____

Activity / Reason for facility rental Yankee Doodle Days

I agree to follow all rules, regulations and laws concerning the use of City of Grand Ledge parks and park facilities; and I acknowledge that if I do not, I will forfeit said use and my deposit. I certify the statements made and the information provided in this application for use of City of Grand Ledge parks and park facilities are true, accurate and complete.

Judd Russell 03/31/2015
 Signature Date
 (Please sign and return to City Hall, 200 E. Jefferson St., or fax to 517-627-9796)

Required Reviews

	Approve Request	Deny Request	Initials
<input checked="" type="checkbox"/> City Clerk	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/> Chief of Police	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/> Fire Chief	<input type="checkbox"/>	<input type="checkbox"/>	_____

Yankee Doodle Days Parade
Start time - 11am

Sat, June 20, 2015

Please arrive at the corner by 10:30am.

Place the orange cones across the street at 10:45 and do not allow traffic through.

At the conclusion of the parade, please place cones back on the corner for pick-up.

	Name	Cell number
Lincoln:	1. <u>Karla Chamberlain</u>	
	2. <u>Madelyne Lawry</u>	<u>627-8700</u>
Scott:	1. <u>Walt Eschtrath</u>	<u>627-7554</u>
	- 2. <u>Eric or Chris Dean</u>	<u>449-0590</u>
Jefferson:	GLPD	
River:	1. <u>Dorothy Childs</u>	<u>763-3734</u>
	2. <u>Preston Childs</u>	<u>763-3737</u>
Front:	1. <u>Lynne MacDowell</u>	<u>388-3891</u>
	- 2. <u>Bruce MacDowell ?</u>	<u>388-3891</u>
Main:	1. <u>Hedges Chiro</u>	<u>507-9578</u>
	2. <u>Hedges Chiro</u>	<u>507-9578</u>
Washington:	1. <u>GLFD Chief Casey</u>	
	2. <u>GLFD will post 2 fireman</u>	

Thank you for making our parade a fun and safe event!

RECEIVED

2015

FEB 11 2015

Permit for Fireworks Other Than Consumer or Low Impact
Michigan Department of Licensing & Regulatory Affairs
Bureau of Fire Services
P.O. Box 30700
Lansing, MI 48909
(517) 241-8847

CITY CLERK
CITY OF GRAND LEDGE

Table with 2 columns: Authority/Compliance/Penalty and Department of Licensing & Regulatory Affairs disclaimer.

This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only.

Display Fireworks

Form with fields: ISSUED TO (Wolverine Fireworks Display, Inc.), ADDRESS (205 W. Seidlers Rd, Kawkawlin, MI 48631), NAME OF ORGANIZATION (Grand Ledge Area Chamber of Commerce), ADDRESS (121 S. Bridge Street, Grand Ledge, MI 48837), NUMBER AND TYPES OF FIREWORKS (Please see attached proposal), EXACT LOCATION OF PROPOSED DISPLAY (Island Park in Grand River West of Bridge Street), CITY, VILLAGE, TOWNSHIP (City of Grand Ledge), DATE (6/20/15*), TIME (10:00 PM), BOND OR INSURANCE FILED (Yes/No), AMOUNT (\$5,000,000).

* Rain Date:

Issued by action of the Legislative Body of a
City Village Township of _____ on the _____ day of

(Signature and Title of Legislative Body Representative)

* THIS FORM IS VALID FOR THE YEAR SHOWN ONLY *

RECEIVED

2015

FEB 11 2015

Application for Fireworks Other Than Consumer or Low Impact
Michigan Department of Licensing and Regulatory Affairs
Bureau of Fire Services
P.O. Box 30700
Lansing, MI 48909
(517) 241-8847

CITY CLERK
CITY OF GRAND LEDGE

Authority: 2011 PA 256
Compliance: Voluntary
Penalty: Permit will not be issued
The Department of Licensing & Regulatory Affairs will not discriminate against any individual or group because of race, sex, religion, age, national origin, color marital status, disability, or political beliefs.
Agricultural or wildlife fireworks
Articles Pyrotechnic
Display Fireworks
Special effects manufactured for outdoor pest control or agricultural purposes
Public Display
Private Display
NAME OF APPLICANT: Wolverine Fireworks Display, Inc.
ADDRESS: 205 W. Seidlers Rd, Kawkawlin, MI 48631
AGE (18 or over): Over 21
IF A CORPORATION, NAME OF PRESIDENT: James Lambert
ADDRESS: 205 W. Seidlers Rd, Kawkawlin, MI 48631
IF A NON-RESIDENT APPLICANT, NAME OF MICHIGAN ATTORNEY OR RESIDENT AGENT:
ADDRESS:
TELEPHONE NUMBER: 989-662-0121
NAME OF PYROTECHNIC OPERATOR: Corey Brasher
ADDRESS: 5391 S 29th St, Kalamazoo
AGE (18 or over): Over 21
NO. YEARS EXPERIENCE: 10
NO. DISPLAYS: >30
WHERE: MI
NAME OF ASSISTANT:
ADDRESS:
AGE: Over 18
NAME OF OTHER ASSISTANT:
ADDRESS:
AGE: Over 18
EXACT LOCATION OF PROPOSED DISPLAY: Island Park in Grand River West of Bridge Street
DATE OF PROPOSED DISPLAY: 6/20/2015
Rain Date: N/A
TIME OF PROPOSED DISPLAY: 10:00 PM
MANNER AND PLACE OF STORAGE PRIOR TO DISPLAY, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT
ATF approved magazine. Fireworks will arrive on site with operator.
AMOUNT OF BOND OR INSURANCE (To be set by local government): \$5,000,000
NAME OF BONDING CORPORATION OR INSURANCE COMPANY: Professional Program Insurance Brokerage
ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY: 371 Bel Marin Keys Blvd., Suite 220, Novato, CA 94949
NUMBER OF FIREWORKS:
KIND OF FIREWORKS TO BE DISPLAYED: Please see attached proposal
SIGNATURE OF APPLICANT: [Signature]
DATE: 2/11/15

CERTIFICATE OF INSURANCE

ISSUE DATE 2/3/2015

PRODUCER
 PROFESSIONAL PROGRAM INSURANCE BROKERAGE
 371 BEL MARIN KEYS BLVD., SUITE 220
 NOVATO CA, 94949-5662

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR LATER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURER(S) AFFORDING COVERAGE

INSURER A: LLOYD'S OF LONDON

INSURED
 Wolverine Fireworks Display, Inc.
 205 W. Seidlers Road
 Kawkawlin, MI 48631

INSURER B:

INSURER C:

INSURER D:

RECEIVED

FEB 11 2015

CITY CLERK
CITY OF GRAND LEDGE

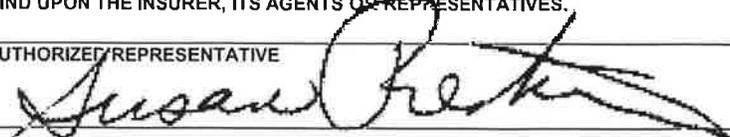
COVERAGES
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY CLAIMS MADE GEN'L AGGREGATE LIMIT APPLIES PER POLICY	PY/15-0010	02/01/2015	02/01/2016	EACH ACCIDENT	\$ 5,000,000
					MEDICAL EXP (Any one person)	\$
					FIRE LEGAL LIABILITY	\$ 50,000
					GENERAL AGGREGATE	\$ 5,000,000
					PRODUCTS-COMP/OPS AGG	\$
	AUTOMOBILE LIABILITY — ANY AUTO — ANY OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	EXCESS LIABILITY FOLLOWING FORM				EACH ACCIDENT	\$
					AGGREGATE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER \$
					E.L.EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYEE	\$
					E.L. DISEASE-POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Grand Ledge Area Chamber of Commerce & City of Grand Ledge are Additional Insured as respects the 06/20/2015 aerial fireworks display located at Island Park, in Grand River West of Bridge Street, MI.

CERTIFICATE HOLDER
 Grand Ledge Area Chamber of Commerce
 121 S. Bridge Street
 Grand Ledge, MI 48837

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE




Wolverine FIREWORKS

205 West Seidlers Rd. • Kawkawlin, MI 48631
 Phone: 989.662.0121 • Fax: 989.662.0122

Display, Inc.

— Visit us at www.wolverinefireworks.com —

RECEIVED

FEB 11 2015

Grand Ledge Area Chamber of Commerce
 Proposal includes Labor, Insurance and Taxes

CITY CLERK
 CITY OF GRAND LEDGE

Opening Show

72 2.5" 9 Peonies & Chrysanthemums and 3 Reports 12/1

Main Show

72 3" Assorted USD Chrysanthemum & Peony Shells

72 3" Lidu Assorted w/Tails (W)

72 3" An Ping Assorted

72 3" Assorted Galastar Color Shells

72 3" Assorted Flower Basket Shells

18 3" Assorted Yung Feng Shells (36/1)

18 3" Assorted Shenma Shells (18/2)

396

Grand Finale

144 2.5" 9 Peonies & Chrysanthemums and 3 Reports 12/1

144 3" 9 Peonies & Chrysanthemums and 3 Reports 12/1

Gregory Newman

From: casey <chiefgodlewski@comcast.net>
Sent: Wednesday, 11 February 2015 04:28 PM
To: Gregory Newman
Subject: Re: Wolverine Fireworks Permit - 2015 Yankee Doodle Days

Greg,

I don't have any problem with Wolverine, in fact they are very safety conscience. As I see no official signature page for me to sign off on I therefore make the recommendation that the city council can go ahead and give its approve of this application for fireworks display as far as the fire department is concerned. Thanks for allowing me the opportunity to review.

From: "Gregory Newman" <gnewman@grand-ledge.com>
To: "Martin Underhill" <underhillm@police.grand-ledge.com>, chiefgodlewski@comcast.net, "Larry LaHaie" <llahaie@grand-ledge.com>
Sent: Wednesday, February 11, 2015 11:52:53 AM
Subject: Wolverine Fireworks Permit - 2015 Yankee Doodle Days

I've attached the Wolverine Fireworks Permit for the 2015 Yankee Doodle Days. Can you please review the permit and respond with your approval or any questions and concerns you may have?

Thank you,

Gregory Newman, City Clerk
City of Grand Ledge
310 Greenwood St.
Grand Ledge MI 48837
(517) 622-7920



RECEIVED

JUN 01 2015

Right-of-Way Use Application

CITY OF GRAND LEDGE

Event Name Josh Spalsbury Memorial Comet Chase 5K Run

Organization (if any) Grand Ledge Education Foundation

Person Responsible Kim Spalsbury

Address 427 Morley St.
Grand Ledge, MI 48837

Phone 517-927-2373

Description of activity (Use the attached map to highlight the street, sidewalk or other public right-of-way requested to be used.): Map attached

Earliest date and time the right-of-way is needed (consider preparation and set-up for the event):
6/20/15 7:00 (a.m./p.m.)

Latest date and time the right-of-way is needed (consider clean up from the event):
6/20/15 10:00 (a.m./p.m.)

Describe plans to provide parking for participants, traffic control for the event, security, and crowd control:

Most people will park in the 1st United Methodist Church parking lot. Volunteers will marshall every corner on the route. We need a patrol car at the entrance to Fitz.

Describe plans to provide refuse disposal, sanitation facilities, noise control, and private property protection and restoration: The aide station at the entrance to Park.

Fitzgerald Park is cleaned after the last walker passes. Everything else is confined to the church parking lot.

Applicants must provide a list of persons assigned as Marshalls at each intersection along a parade route. Applications will not be approved by the Chief of Police or the Fire Chief, or submitted to the City Council until said list is provided.

Applicants must also provide a certificate of insurance listing the City of Grand Ledge as an additional insured. A certificate listing the City of Grand Ledge as a certificate holder IS NOT acceptable. Applications will not be submitted to the City Council until said certificate of insurance is provided.

I certify the statements made and the information provided in this application for use of a public right-of-way are true, accurate, and complete.

Kim Spalsbury
Signature

6/1/15
Date

Kim Spalsbury
Printed Name

517-927-2373
Daytime Phone

Required Reviews

	Approve Request	Deny Request	Initials
<input checked="" type="checkbox"/> Chief of Police	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>MS</u>
<input checked="" type="checkbox"/> Fire Chief	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input checked="" type="checkbox"/> Public Service Director	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/> Certificate of Insurance provided			_____

Council Action

	Date of Action Taken	City Clerk's Signature
<input type="checkbox"/> Approved	_____	_____
<input type="checkbox"/> Denied	_____	_____

Volunteers for the **Josh Spalsbury Memorial Comet Chase 5K** –June 20, 2015-8:30am

(sponsored by the Grand Ledge Education Foundation)

Dan Peabody-517-862-3965-1 & 20	Fred Hutchinson-626-4671-5	Andy Marsh-420-0432-finish
Dan Templin-202-0550	Julie Templin-202-0550-reg.	Dave Peake-627-7023-10
Andy George-517-285-4280-2 & 11	Don Yuvan-290-6308--1	Brett McCartney-517-648-8360-7
Tim Marsh-627-3800-finish	Diane Brandt-627-6896-reg.	Sheryl Lucas-388-0044-trail bike
Beth Boyd-862-2804	Amy Heriford-648-1176-reg.	Dan Brunk-449-5937-3
Ike Lea-803-9296	Deb Peake-627-7023	Rick Whitten-802-8479-4
Ben Sackett(see Bob)-6	Bob Sackett-285-4406-8	Devin Lavengood-749-8661-20
Dale Arbour-627-1256-12	Heather Kleiman-trainer-388-5837	Bev Winstanley-626-2481
Dave Foy-517-580-2229-13	George Bedard-526-1090-14	Tom Sowle-627-7917-3
Ara Parseghian-214-2672-19	Nick Thelen-281-8976-15	Jim Winstanley-626-2481
Barb Frazier-517-290-2907-16	Jack Sellers-490-5778-17	Gail Pawlak-517-974-7638
Brian Thelen-627-7284	Ann Anderson-204-2450	Pat Bean-reg.
Eric Bierstetel-214-1115-Fitz.	John Greenslit-517-321-4677-Fitz.	Kevin Konen-202-6744-finish
Gene Ringle-627-7533	Kim Spalsbury-race manager	Cheryl Farquhar-256-4889-Fitz.
Kathy Spalsbury-927-2379	Jerry Gillett-927-6926-18	Police Cruiser-9

Submitted by Kim Spalsbury-Race Director-517-927-2373 5/21/2014

Resubmitted: 6/3/14 with #'s to indicate intersections

Marshall Positions for Josh Spalsbury Memorial Comet Chase 5K (6/20/15)

1. Harrison & Scott
2. Scott & Adams/Pleasant
3. Scott & Jefferson
4. Jefferson & Maple
5. Jefferson & Green
6. Jefferson & Perry/Smith
7. Jefferson & Kennedy
8. Jefferson & Gulf/ Trailer Park entrance
9. Jefferson & Fitzgerald Dr.
10. Fitzgerald Park
11. Green & Pleasant
12. Green & Jones
13. Green & Seminary
14. Green & Walnut
15. Green & South
16. South & Maple
17. Maple & Walnut
18. Walnut & Spring
19. Walnut & Jenne
20. Jenne & Harrison/Lincoln

FEB 26 2015

Kalmin D. Smith
Mayor



City of Grand Ledge
Jon Bayless
City Administrator

City of Grand Ledge
310 Greenwood St. (517) 627-2149 - Phone
grand-ledge.com Grand Ledge MI 48837 (517) 627-9796 - Fax

Right-of-Way Use Application

Event Name Island Art Fair

Organization (if any) Ledge Craft Lane, Ltd

Person Responsible Marilyn Smith

Address 7284 Willow Hwy
Grand Ledge, MI 48837

Phone 489-4613

Description of activity (Use the attached map to highlight the street, sidewalk or other public right-of-way requested to be used.): Close W. River street from Bridge St to Harrison St, for handicap & pedestrians, Harrison from W. Jefferson to W. River to W. Jefferson one way for bus and handicap parking, Masonic lot for handicap pkg, NW corner of Log Jam lot for handicap vendors, Russell to E. River to Franklin to E. Jefferson one way for vendor parking

Earliest date and time the right-of-way is needed (consider preparation and set-up for the event):

8/11/15 5:00 a.m./p.m.

Latest date and time the right-of-way is needed (consider clean up from the event):

8/11/15 7:00 a.m./p.m.

Describe plans to provide parking for participants, traffic control for the event, security, and crowd control:

handicap Vendor pkg NW corner Log Jam lot, other vendor parking on E. River from Russell to Franklin, Dr. Sullivan lot, Golf Carts to shuttle vendors from River Street to Island on River Path.

Traffic person at corner of W. River & Harrison & in Masonic lot Signage at Franklin & E. Jefferson, Harrison & W. Jefferson, W. River and W. Jefferson, City of the Seven Islands — Established 1893 Police man at Harrison & W. Jefferson 4:30 - 6:30. Parking for visitors at Community Center, and Marsh Field lot with shuttle running 10 - 5:30.



Local Government Approval

(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new license application and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution, or provide a resolution, along with certification from the clerk, or adopted minutes from the meeting at which this request was considered.

At a _____ meeting of the _____ council/board
(regular or special) (township, city, village)
called to order by _____ on _____ at _____
(date) (time)
the following resolution was offered:

Moved by _____ and supported by _____
that the application from Sanctuary Brewery, LLC
(name of applicant)

for the following license(s): New Micro Brewer License
to be located at 902 E Saginaw Hwy, Ste #3, Grand Ledge, Eaton County

and the following permit, if applied for:
 Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)
approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
council/board at a _____ meeting held on _____ (township, city, village)
(regular or special) (date)

Name and title of authorized clerk (please print): _____

Signature of authorized clerk and date: _____

Phone number and e-mail of authorized officer: _____

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.



Council Members,

June 2, 2015

Most of you have been out to our distillery by now and know who we are, but if not, let me tell you about us. Sanctuary Spirits is a small distillery and small winemaker located at 902 E. Saginaw Hwy. above the Red Salamander (the old seventh day adventists church).

We opened our tasting room just over a year ago, and things are going pretty good. We would like to add a brewing license to our collection of state and federal licenses for making wine and spirits, and have provided the form for the council to approve / fill out.

Thank you all for your continued support. We are looking forward to adding a great big outdoor patio this year !

Sincerely,

Karl Glarner Jr.

-Sanctuary Spirits

Questions call me 517-881-9426

Grand Ledge City Council Resolution # ____ of 2015

A Resolution to Adopt the Annual Budget and Appropriations Measure for the Fiscal Year Ending 30 June 2016, and the Tax Levy and Rates.

A resolution adopted by the Grand Ledge City Council, at a regular meeting held on Monday, 08 June 2015, in the Council chambers, City Hall, 310 Greenwood St. Grand Ledge, Michigan.

Whereas, the City of Grand Ledge, Michigan (“City”) is a municipal corporation organized under the provisions of the Home Rule City Act, Public Act 279 of 1909, as amended, and is governed by the provisions of the Grand Ledge City Charter adopted 03 January 1963, as amended (“Charter”); and

Whereas, in accordance with Section 8.4 of the Grand Ledge City Charter of 1963, as amended, it is provided that the City Council shall adopt a Resolution to enact budgets for its annual operating funds; and

Whereas, Public Act 621 of 1978, entitled the Uniform Budgeting and Accounting Act, provides for a system of uniform procedures to guide the preparation and execution of budgets in all local units of government in the State of Michigan; and

Whereas, on Monday, 11 May 2015, a Public Hearing was held in accordance with both Section 8.3 of the City Charter and Public Act 621 of 1978;

Now, Therefore, it Is Resolved:

1. The Annual Budget and Appropriations Measure for the Fiscal Year Ending 30 June 2016 is adopted, as follows:
 - a. General Fund Annual Appropriation for Expenditures of \$3,216,811.
 - b. Special Revenue Funds Appropriation for Expenditures of \$2,343,845.
 - c. Debt Service Funds Appropriation for Expenditures of \$157,428.
 - d. Capital Projects Fund Appropriation for Expenditures of \$0.
 - e. Enterprise funds Appropriation for Expenditures of \$3,487,720.
 - f. Internal Service Funds Appropriation for Expenditures of \$990,542.
 - g. The fees and charges attached hereto unless otherwise requiring ordinance action.
2. The Budget for the Downtown Development Authority for Fiscal Year Ending 30 June 2016 is adopted. The annual appropriation for expenditures shall be \$974,947.
 - a. The amounts set forth in said Budget are appropriated for the purposes stated herein, and to be expended in accordance with the Budget Policy of the City of Grand Ledge and the Grand Ledge Downtown Development Authority.
 - b. The City Council and the Downtown Development Authority shall review the adopted budget and compare it with the respective monthly operating reports, and following an updated financial status report, make such adjustments as may be appropriate.
3. The Budget for the Local Development Finance Authority for Fiscal Year Ending 30 June 2016 is adopted. The annual appropriation for expenditures shall be \$89,253.
 - a. The amounts set forth in said Budget are appropriated for the purposes stated herein, and to be expended in accordance with the Budget Policy of the City of Grand Ledge and the Grand Ledge Local Development Finance Authority.

- b. The City Council and the Local Development Finance Authority shall review the adopted budget and compare it with the respective monthly operating reports, and following an updated financial status report, make such adjustments as may be appropriate.
- 4. The property tax levies as set forth in the proposed budget, including adoption of rates that levy, pursuant to the Truth in Budgeting Act, amounts in excess of the rate of inflation, are adopted. The levy and tax rates for general municipal purposes are 8.0650 mills; for recreation 0.8062 mills; for streets 2.4193 mills.
- 5. The amounts set forth in said budgets are appropriated for the purpose stated herein and expended in accordance with the Budget Policy of the City of Grand Ledge.
- 6. The General Fund appropriations level shall be defined as a departmental cost center. Other funds are appropriated at the fund level. This authority shall not be construed to allow to be made any new positions, programs, or material changes to authorized purposes without prior City Council approval.
- 7. A monthly review of the results of operations and revenue status shall be provided to the City Council and the budget shall be reviewed and adjustments made as warranted.
- 8. \$100,000 of the General Fund fund balance is committed for renewal and replacement expenditures at City Hall.

Motion by

Second by

Ayes:

Nays:

Absent:

Approved:

Kalmin D. Smith, Mayor

I, Gregory Newman, Grand Ledge City Clerk, certify this is Resolution # ____ of 2015, adopted by the Grand Ledge City Council at a regular meeting held on Monday, 08 June 2015; a meeting held in accordance with the Open Meetings Act, Public Act No. 267 of 1976, as amended.

Gregory L. Newman, City Clerk

Grand Ledge City Council Resolution # ____ of 2015

A Resolution to Approve a Proposal from Kuntzsch Solutions for Promoting the Grand Ledge Willis Industrial Park.

A resolution adopted by the Grand Ledge City Council, at a regular meeting held on Monday, 08 June 2015, in the Council chambers, City Hall, 310 Greenwood St. Grand Ledge, Michigan.

Whereas, the City of Grand Ledge, Michigan ("City") is a municipal corporation organized under the provisions of the Home Rule City Act, Public Act 279 of 1909, as amended, and is governed by the provisions of the Grand Ledge City Charter adopted 03 January 1963, as amended ("Charter"); and

Whereas, Charter §C-14.1(a) provides:

"That the power to make and to authorize the making of contracts on behalf of the City is vested in the Council and shall be exercised in accordance with the provisions of law."; and

Whereas, the City desires to promote the Grand Ledge Willis Industrial Park and Kuntzsch Solutions has presented a proposal;

Now, Therefore, it Is Resolved:

1. The City approves a Proposal from Kuntzsch Solutions for Promoting the Grand Ledge Willis Industrial Park, as attached.
2. The Agreement is contingent upon the appropriation of the necessary funds in the Annual Budget for the Fiscal Year Ending 30 June 2016.
3. The Mayor and the Clerk of the City, or their duly authorized agent or representative, are authorized and directed to execute said Proposal on behalf of the City of Grand Ledge; to do any other act(s) or thing(s) which shall be necessary to execute said Proposal on behalf of the City of Grand Ledge; to preserve and protect the rights, duties and obligations of the City thereunder; and to do any act or thing required by statute, Charter, ordinance, rule, regulation or other provision of law in order to execute said Proposal.

Motion by

Second by

Ayes:

Nays:

Absent:

Approved:

Kalmin D. Smith, Mayor

I, Gregory Newman, Grand Ledge City Clerk, certify this is Resolution # ____ of 2015, adopted by the Grand Ledge City Council at a regular meeting held on Monday, 08 June 2015; a meeting held in accordance with the Open Meetings Act, Public Act No. 267 of 1976, as amended.

Gregory L. Newman, City Clerk



Promoting the Grand Ledge Industrial Park

Proposal to the City of Grand Ledge

June 3, 2015



517.925.8649 | 300 North Bridge Street, Grand Ledge, MI 48837 | KUNTZSCHSOLUTIONS.COM

Our Solutions

Kuntzsch Solutions helps our clients to plan, fund, and implement projects and initiatives that drive community and economic development in Michigan. We recognize that no initiative is one-dimensional and focus on understanding our clients' unique needs to provide solutions that **bridge the gap between ideas and action.**



Kuntzsch Solutions is differentiated by the depth and integration of our solutions. We conduct research and analysis to translate data into knowledge that informs decision-making. We facilitate groups to develop plans and strategies with a focus on implementation. We develop funding strategies and have helped our clients cultivate tens of millions of dollars in public and private funding. We also design and develop reports, promotional materials, websites, and graphics to communicate our clients' messages.

Project Summary

The City of Grand Ledge Willis Industrial Park (Industrial Park) has significant assets that make it potentially very attractive to commercial businesses. These assets include direct access to a major rail corridor; close proximity to Abrams Municipal Airport, the third-most utilized general aviation airport in Michigan; excellent access to the I-96 and I-69 interstate corridors; close proximity to multi-national manufacturing operations in General Motors' Lansing Grand River and Delta Township plants; and location within the City of Grand Ledge, a medium-sized community with high-quality housing stock and a strong sense of place.

Despite its significant assets, the Industrial Park is under-utilized. Currently, the City of Grand Ledge does not have adequate documentation to effectively respond to requests for information from site selection firms or to effectively 'pitch' the potential value of the Industrial Park to companies. Through our unique suite of services, Kuntzsch Solutions proposes to support the City with research and analysis to demonstrate the Industrial Park's unique assets to companies and site selectors, as well as communications and marketing services to promote the park.

Scope of Work

Kuntzsch Solutions will work with City of Grand Ledge staff to document current conditions within the Industrial Park and develop promotional materials to suit the City's needs. This will include two primary tasks.

Task 1: Document Current Conditions

Kuntzsch Solutions will work with City and Eaton County staff to develop high-quality parcel maps of the Industrial Park that document the park's existing water, sewer, and communications infrastructure; access points to transportation infrastructure; other physical characteristics; and unique assets. Specific activities within this task will include:

- Working with City and County staff to obtain Geographic Information Systems (GIS) files of parcel boundaries, aerial photos, and other geospatial data
- Developing multiple detailed parcel maps that include the location of infrastructure and other assets critical to potential business attraction targets. These maps will be separate from maps developed for promotional materials.
- Inventorying existing companies located in the park, including the industry in which each company operates, the number of employees, and approximate revenue
- Identifying regional assets that support attraction of companies, including workforce characteristics
- Identifying unique community assets that support business attraction

Kuntzsch Solutions will provide the City of Grand Ledge with all original data files in the City's desired format to ensure information can be updated and maintained as needed.

Task 2: Develop Promotional Materials

Utilizing the information generated from Task 1, Kuntzsch Solutions will work with City staff to develop promotional materials that communicate the Industrial Park's unique assets and the assets of the region that are attractive to prospective companies. This will include the following activities:

- Develop a high-quality communications piece to promote the Industrial Park that includes information regarding available incentives
- Advise the City on development of associated website content

Timeline

Kuntzsch Solutions proposes to complete the Scope of Work in 60 days. This timeline may be accelerated or extended to meet the City' needs.

Cost of Services

Kuntzsch Solutions proposes a fee of \$5,000 to complete the Scope of Work.

Grand Ledge City Council Resolution #_____ of 2015

A Resolution to Approve a Road Commission and City Agreement for Millage Revenue Distributions 2014-2025.

A resolution adopted by the Grand Ledge City Council, at a regular meeting held on Monday, 08 June 2015, in the Council chambers, City Hall, 310 Greenwood St. Grand Ledge, Michigan.

Whereas, the City of Grand Ledge, Michigan ("City") is a municipal corporation organized under the provisions of the Home Rule City Act, Public Act 279 of 1909, as amended, and is governed by the provisions of the Grand Ledge City Charter adopted 03 January 1963, as amended ("Charter"); and

Whereas, Charter §C-14.1(a) provides:

"That the power to make and to authorize the making of contracts on behalf of the City is vested in the Council and shall be exercised in accordance with the provisions of law."; and

Whereas, Eaton County voters approved a road millage for the years 2014 through 2025;

Now, Therefore, it Is Resolved:

1. The City approves a Road Commission and City Agreement for Millage Revenue Distributions 2014-2025, as attached.
2. The Agreement is contingent upon the appropriation of the necessary funds in the Annual Budgets for the Fiscal Years Ending 30 June 2015 through 2026.
3. The Mayor and the Clerk of the City, or their duly authorized agent or representative, are authorized and directed to execute said Agreement on behalf of the City of Grand Ledge; to do any other act(s) or thing(s) which shall be necessary to execute said Agreement on behalf of the City of Grand Ledge; to preserve and protect the rights, duties and obligations of the City thereunder; and to do any act or thing required by statute, Charter, ordinance, rule, regulation or other provision of law in order to execute said Agreement.

Motion by

Second by

Ayes:

Nays:

Absent:

Approved:

Kalmin D. Smith, Mayor

I, Gregory Newman, Grand Ledge City Clerk, certify this is Resolution #_____ of 2015, adopted by the Grand Ledge City Council at a regular meeting held on Monday, 08 June 2015; a meeting held in accordance with the Open Meetings Act, Public Act No. 267 of 1976, as amended.

Gregory L. Newman, City Clerk

ROAD COMMISSION AND CITY AGREEMENT FOR MILLAGE REVENUE
DISTRIBUTIONS
2014-2025

THIS AGREEMENT is made and entered into this ____ day of _____, 2015, by and between the City of Grand Ledge and the Board of Eaton County Road Commissioners.

WHEREAS: On November 4, 2014 the voters of Eaton County approved a County wide tax levy of up to 1.5 mils on all property in Eaton County for the years 2014 through 2025 for the purpose of the rehabilitation, restoration, and resurfacing of county local roads and municipal streets, and

WHEREAS: Michigan law allocates and distributes revenue from such a tax levy to the County Road Fund and the cities and villages in Eaton County by a formula based in part on state equalized valuation, county primary road mileage and city major street mileage, unless otherwise agreed by the City of Grand Ledge and the Road Commission, and

WHEREAS: Both the Eaton County Road Commission and the City of Grand Ledge desire to set forth the terms of an agreement to distribute the proceeds of the tax levy that is different than the formula described in the law, and

WHEREAS: The purpose of this agreement is to set forth the agreed upon allocation of road millage revenue between the County Road Fund and the City of Grand Ledge and to serve as instruction to the Eaton County Treasurer in distributing millage revenue in accordance with MCL 224.20b, and

WHEREAS: Portions of certain County Local roads that are under the jurisdiction of the Eaton County Road Commission lie inside the City of Grand Ledge, and portions of certain city streets under the jurisdiction of the City of Grand Ledge lie outside the City of Grand Ledge, and

WHEREAS: Both the City of Grand Ledge and the Eaton County Road Commission desire to take this overlap in taxing authority and road jurisdiction into consideration in the distribution of revenue from the road millage.

IT IS NOW THEREFORE AGREED:

That the City of Grand Ledge shall receive a total distribution from County road millage collections that is equal to 100% of the road millage revenue derived each year from properties on the City of Grand Ledge tax roll, plus or minus the Adjustment calculated through the formula contained in Exhibit A, and less any amounts that are distributed to Downtown Development Authorities, Tax Increment Financing Authorities, Local Development Financing Authorities and Brownfield Redevelopment Financing Authorities located inside the City of Grand Ledge. For purposes of this agreement, the

term "road millage revenue" shall exclude penalties and interest applied to any delinquent road millage tax payment and shall be reduced by amounts refunded to tax payers as a result of Michigan Tax Tribunal decisions or similar actions.

Both parties further agree that:

This agreement serves as an agreement under the terms of MCL 224.20b. This agreement shall apply only for the period necessary to distribute millage proceeds from the Road Repair millage approved by the voters on November 4, 2014 or until such time as a properly executed successor agreement is presented to the Eaton County Treasurer.

This agreement may be changed at any time upon the mutual written agreement of both parties. The City of Grand Ledge and the Eaton County Road Commission agree to renegotiate a successor agreement in response to any changes in city boundaries and/or changes to road jurisdiction inside city boundaries and/or changes to the amount of road miles certified to the Michigan Department of Transportation by the City of Grand Ledge.

CITY OF GRAND LEDGE on this _____ day of _____, 2015

Mayor

Witness

Clerk

Witness

BOARD OF EATON COUNTY ROAD COMMISSIONERS on this _____ day of _____, 2015.

Chairman

Member

Vice Chairman

Member

Member

Witness

Exhibit A

The Adjustment for County Local roads lying inside the city and city roads lying outside the city is calculated by the following formula where:

Factor A is the current total of all city street mileage certified to the Michigan Department of Transportation (MDOT) by the City or Grand Ledge as of December 1 of each year, 30.10 miles in 2014.

Factor B is the total miles of city streets certified to the MDOT by the City of Grand Ledge as of December 1 of each year that are border roads lying partially in the townships of Eaton County, 0.18 miles in 2014.

Factor C is the total miles of road certified to the MDOT by the City of Grand Ledge as of December 1 of each year that are entirely within the townships of Eaton County, none in 2014.

Factor D is the total of all county local road miles certified by the Eaton County Road Commission to MDOT that are border roads lying partially inside the City of Grand Ledge as of December 1 of each year, 0.87 miles in 2014.

Factor E is the total of all county local road miles certified by the Road Commission to MDOT that lie entirely inside the City of Grand Ledge as of December 1 of each year, none in 2014.

The Adjustment, expressed as a percentage of the total of all the road millage revenue collections on property in the City of Grand Ledge, shall be calculated as equal to:

$$100 \times \left[\frac{\frac{B-D}{2} + C - E}{A} \right] = \%$$

This Adjustment is calculated and agreed to be equal to – 1.15 % in 2014.

ROAD COMMISSION AND CITY AGREEMENT FOR MILLAGE REVENUE
DISTRIBUTIONS
2014-2025

THIS AGREEMENT is made and entered into this ____ day of _____, 2015, by and between the City of Grand Ledge and the Board of Eaton County Road Commissioners.

WHEREAS: On November 4, 2014 the voters of Eaton County approved a County wide tax levy of up to 1.5 mils on all property in Eaton County for the years 2014 through 2025 for the purpose of the rehabilitation, restoration, and resurfacing of county local roads and municipal streets, and

WHEREAS: Michigan law allocates and distributes revenue from such a tax levy to the County Road Fund and the cities and villages in Eaton County by a formula based in part on state equalized valuation, county primary road mileage and city major street mileage, unless otherwise agreed by the City of Grand Ledge and the Road Commission, and

WHEREAS: Both the Eaton County Road Commission and the City of Grand Ledge desire to set forth the terms of an agreement to distribute the proceeds of the tax levy that is different than the formula described in the law, and

WHEREAS: The purpose of this agreement is to set forth the agreed upon allocation of road millage revenue between the County Road Fund and the City of Grand Ledge and to serve as instruction to the Eaton County Treasurer in distributing millage revenue in accordance with MCL 224.20b, and

WHEREAS: Portions of certain County Local roads that are under the jurisdiction of the Eaton County Road Commission lie inside the City of Grand Ledge, and portions of certain city streets under the jurisdiction of the City of Grand Ledge lie outside the City of Grand Ledge, and

WHEREAS: Both the City of Grand Ledge and the Eaton County Road Commission desire to take this overlap in taxing authority and road jurisdiction into consideration in the distribution of revenue from the road millage.

IT IS NOW THEREFORE AGREED:

That the City of Grand Ledge shall receive a total distribution from County road millage collections that is equal to 100% of the road millage revenue derived each year from properties on the City of Grand Ledge tax roll, plus or minus the Adjustment calculated through the formula contained in Exhibit A, and less any amounts that are distributed to Downtown Development Authorities, Tax Increment Financing Authorities, Local Development Financing Authorities and Brownfield Redevelopment Financing Authorities located inside the City of Grand Ledge. For purposes of this agreement, the

term "road millage revenue" shall exclude penalties and interest applied to any delinquent road millage tax payment and shall be reduced by amounts refunded to tax payers as a result of Michigan Tax Tribunal decisions or similar actions.

Both parties further agree that:

This agreement serves as an agreement under the terms of MCL 224.20b. This agreement shall apply only for the period necessary to distribute millage proceeds from the Road Repair millage approved by the voters on November 4, 2014 or until such time as a properly executed successor agreement is presented to the Eaton County Treasurer.

This agreement may be changed at any time upon the mutual written agreement of both parties. The City of Grand Ledge and the Eaton County Road Commission agree to renegotiate a successor agreement in response to any changes in city boundaries and/or changes to road jurisdiction inside city boundaries and/or changes to the amount of road miles certified to the Michigan Department of Transportation by the City of Grand Ledge.

CITY OF GRAND LEDGE on this _____ day of _____, 2015

Mayor

Witness

Clerk

Witness

BOARD OF EATON COUNTY ROAD COMMISSIONERS on this 26 day of MAY, 2015.

[Signature]
Chairman

[Signature]
Member

[Signature]
Vice Chairman

[Signature]
Member

[Signature]
Member

[Signature]
Witness

Exhibit A

The Adjustment for County Local roads lying inside the city and city roads lying outside the city is calculated by the following formula where:

Factor A is the current total of all city street mileage certified to the Michigan Department of Transportation (MDOT) by the City or Grand Ledge, 30.10 miles in 2014.

Factor B is the total miles of city streets certified to the MDOT by the City of Grand Ledge that are border roads lying partially in the townships of Eaton County, 0.18 miles in 2014.

Factor C is the total miles of road certified to the MDOT by the City of Grand Ledge that are entirely within the townships of Eaton County, none in 2014.

Factor D is the total of all county local road miles certified by the Eaton County Road Commission to MDOT that are border roads lying partially inside the City of Grand Ledge, 0.87 miles in 2014.

Factor E is the total of all county local road miles certified by the Road Commission to MDOT that lie entirely inside the City of Grand Ledge, none in 2014.

The Adjustment, expressed as a percentage of the total of all the road millage revenue collections on property in the City of Grand Ledge, shall be calculated as equal to:

$$100 \times \left[\frac{\frac{B-D}{2} + C - E}{A} \right] = \%$$

This Adjustment is calculated and agreed to be equal to - 1.15 % in 2014.

Grand Ledge City Council Resolution #_____ of 2015

A Resolution to Approve a Proposal from BS&A Software for Financial Software and Data Conversion.

A resolution adopted by the Grand Ledge City Council, at a regular meeting held on Monday, 08 June 2015, in the Council chambers, City Hall, 310 Greenwood St. Grand Ledge, Michigan.

Whereas, the City of Grand Ledge, Michigan ("City") is a municipal corporation organized under the provisions of the Home Rule City Act, Public Act 279 of 1909, as amended, and is governed by the provisions of the Grand Ledge City Charter adopted 03 January 1963, as amended ("Charter"); and

Whereas, Charter §C-14.1(a) provides:

"That the power to make and to authorize the making of contracts on behalf of the City is vested in the Council and shall be exercised in accordance with the provisions of law."; and

Whereas, the City desires to update its financial software and BS&A Software has submitted a proposal;

Now, Therefore, it Is Resolved:

1. The City approves a Proposal from BS&A Software for Financial Software and Data Conversion, as attached.
2. The Proposal is contingent upon the appropriation of the necessary funds in the Annual Budget for the Fiscal Year Ending 30 June 2016.
3. The Mayor and the Clerk of the City, or their duly authorized agent or representative, are authorized and directed to execute said Proposal on behalf of the City of Grand Ledge; to do any other act(s) or thing(s) which shall be necessary to execute said Proposal on behalf of the City of Grand Ledge; to preserve and protect the rights, duties and obligations of the City thereunder; and to do any act or thing required by statute, Charter, ordinance, rule, regulation or other provision of law in order to execute said Proposal.

Motion by

Second by

Ayes:

Nays:

Absent:

Approved:

Kalmin D. Smith, Mayor

I, Gregory Newman, Grand Ledge City Clerk, certify this is Resolution #_____ of 2015, adopted by the Grand Ledge City Council at a regular meeting held on Monday, 08 June 2015; a meeting held in accordance with the Open Meetings Act, Public Act No. 267 of 1976, as amended.

Gregory L. Newman, City Clerk

Proposal for Software and Services, Presented to...

City of Grand Ledge, Eaton County MI

May 7, 2015

Quoted by: Steve Rennell



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

BS&A Software
14965 Abbey Lane Bath MI 48808
(855) BSA-SOFT / fax (517) 641-8960
bsasoftware.com

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Please return all pages, retaining a copy for your records.

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Attachments

Please retain for your records.

Hardware Requirements
SQL Server Pricing

Cost Summary

Application and Annual Service Fee prices based on an approximate parcel count of 3,745; utility customer count of 3,200; plot count of 8,000. Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count.

Applications, New Purchase

Cash Receipting .NET	\$3,135
Utility Billing .NET	\$6,400
Miscellaneous Receivables .NET	\$3,135
General Ledger .NET	\$3,690
Accounts Payable .NET	\$3,135
Payroll .NET	\$4,195
Purchase Order .NET	\$3,135
	Subtotal \$26,825

Data Conversions

Convert existing Fund Balance data to BS&A format:

Utility Billing	\$4,480
Payroll (Database Setup, Employee detail and YTD, Up to 10 years check history)	\$4,110
General Ledger (COA, Balances, Budget, Up to 10 Years Journal Transaction history)	\$1,845
Accounts Payable (Vendors, Up to 10 years invoices and check history)	\$1,570
	Subtotal \$12,005

No conversion to be performed for:

Cash Receipting .NET
Miscellaneous Receivables .NET
Purchase Order .NET

Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$6,375

Implementation and Training

- \$850/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days: 2	\$1,700
Cash Receipting .NET	Days: 1	\$850
Miscellaneous Receivables .NET	Days: 1	\$850
Utility Billing .NET	Days: 5	\$4,250
General Ledger .NET	Days: 2	\$1,700
Accounts Payable .NET	Days: 2	\$1,700
Payroll .NET	Days: 6	\$5,100
Purchase Order .NET	Days: 3	\$2,550
	Total: 22	Subtotal \$18,700

Cost Totals

Not including Annual Service Fees

Applications	\$26,825
Data Conversions	\$12,005
Project Management and Implementation Planning	\$6,375
Implementation and Training	\$18,700

Total Proposed	\$63,905
-----------------------	-----------------

Travel Expenses

Travel expenses included with Software Setup and Training **No charge**

Payment Schedule:

- 1st Payment: **\$20,080** to be invoiced upon execution of this agreement.
- 2nd Payment: **\$11,875** to be invoiced after training.
- 3rd Payment: **\$31,950** to be invoiced July 2016.

Annual Service Fees, New Purchases

Unlimited service and support during your first year with the program are included in your purchase price. Thereafter, Service Fees are billed annually. BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index (CPI).

General Ledger .NET	\$740
Accounts Payable .NET	\$630
Cash Receipting .NET	\$630
Payroll .NET	\$840
Purchase Order .Net	\$630
Miscellaneous Receivables .NET	\$630
Utility Billing .NET	\$1,280
Total Annual Service, New Purchases	\$5,380

Questions? Please call Steve Rennell at (855) 272-7638 or email srennell@bsasoftware.com

Prices good for a period of 90 days from date on quote.

Page 6 of 11

City of Grand Ledge, Eaton County MI. Quoted May 7, 2015.

Future:

Applications, New Purchase

Building Department .NET	\$7,340
Cemetery Management .NET	\$2,770
Subtotal	\$10,110

Data Conversions

Convert existing Fund Balance data to BS&A format:

Cemetery Management **\$1,135**

Convert existing data to BS&A format:

Building Department (Database Setup) **\$2,550**

Subtotal **\$3,685**

Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$3,190

Implementation and Training

- \$850/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days: 1	\$850
Cemetery Management .NET	Days: 1	\$850
Building Department .NET	Days: 5	\$4,250
Total: 7	Subtotal	\$5,950

Questions? Please call Steve Rennell at (855) 272-7638 or email srennell@bsasoftware.com

Page 7 of 11

Prices good for a period of 90 days from date on quote.

City of Grand Ledge, Eaton County MI. Quoted May 7, 2015.

Cost Totals: Future

Not including Annual Service Fees

Applications	\$10,110
Data Conversions	\$3,685
Project Management and Implementation Planning	\$3,190
Implementation and Training	\$5,950

Total Proposed **\$22,935**

Travel Expenses

Travel expenses included with Software Setup and Training

No charge

Payment Schedule

- 1st Payment: **\$6,875** to be invoiced upon execution of this agreement.
2nd Payment: **\$10,110** to be invoiced at start of training.
3rd Payment: **\$5,950** to be invoiced upon completion of training.

Annual Service Fees, Future

Unlimited service and support during your first year with the program are included in your purchase price. Thereafter, Service Fees are billed annually. BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index (CPI).

Cemetery Management .NET	\$555
Building Department .NET	\$1,470
Total Annual Service, New Purchases	\$2,025

Optional Item(s)

Cash Receipting Hardware

		Quantity		Cost
Epson Series Receipt Printer*	\$750	x	_____ = \$	_____
Epson Series Receipt Printer* w/Check Scan	\$1,100	x	_____ = \$	_____
APG Cash Drawer**	\$250	x	_____ = \$	_____
Honeywell Hyperion 1300g Linear-Imaging Scanner	\$250	x	_____ = \$	_____
Credit Card Reader	\$75	x	_____ = \$	_____

This will add \$ _____ to the Total Proposed.

**IMPORTANT. The receipt printer must be plugged into the USB port on one workstation (not your server). This printer is not to be shared with other workstations. If more than one workstation will be used for receipting, please consider purchasing more than one receipt printer. Ithaca receipt printers are not compatible with Vista or Windows 7. The Epson Series replaces the Ithaca brand and is fully compatible with those operating systems.*

***If using a previously-purchased receipt printer with the APG Cash Drawer, which brand will be used with the drawer?
 ___Epson ___Ithaca ___Other (please specify)_____*

Please provide the number of cash drawers that will be hooked up to the printer_____

Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- ˘ custom payment import/lock box import
- ˘ custom OCR scan-line
- ˘ custom journal export to an outside accounting system
- ˘ custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

Additional Training - Building Department Report Designer

Most of our Building Department customers heavily use our Report Designer, which is included free with the program. Report Designer Training is not included in the training quoted on this proposal and is highly recommended. You may attend a class at our office in Bath Township, or we can train at your location. Report Designer Training is typically completed in one day.

Please check the option you are interested in. Report Designer Training will be scheduled after successful implementation and training of your Building Department software.

- ___ Classroom training, \$205/person/day
- ___ On-site training (unlimited attendees), travel included, \$850/day

Acceptance

Signature constitutes...

1. An order for products and services as quoted
Quoted prices do not include Program Customization or training beyond the estimated number of days
2. Agreement with the proposed Annual Service Fees
3. Acceptance of BS&A's hardware recommendations required to efficiently run the .NET applications

Signature

Date

BS&A PLEDGE. We offer a one-year, risk-reversal pledge on our software. If, up to a year after installation, you are not happy with our software and service, you can return our software for a full refund.

Returning Accepted Proposal to BS&A

Please return the entire proposal, with signature/date (this page) and contact information (next page) filled out, by any of these methods:

Mail: BS&A Software
14965 Abbey Lane
Bath, MI 48808

Fax: (517) 641-8960

Email: srennell@bsasoftware.com

Once your proposal is received, a BS&A representative will contact you to begin the scheduling process.

Questions? Please call Steve Rennell at (855) 272-7638 or email srennell@bsasoftware.com

Page 10 of 11

Prices good for a period of 90 days from date on quote.

City of Grand Ledge, Eaton County MI. Quoted May 7, 2015.

IX. D. - Page 11 of 12

Contact Information

If any mailing addresses are PO Boxes, please also provide a Street Address for UPS/Overnight mail.

If additional contacts need to be submitted, please make a copy of this page.

Key Contact for Implementation and Project Management

Name _____ Title _____

Phone/Fax _____ Email _____

Mailing Address _____

City, State, Zip _____

IT Contact

Name _____ Title _____

Phone/Fax _____ Email _____

Mailing Address _____

City, State, Zip _____

Grand Ledge City Council Resolution # ____ of 2015

A Resolution to Approve a Collective Bargaining Agreement with Lodge #141 Fraternal Order of Police, Labor Program, Inc. Non-Supervisory Unit.

A resolution adopted by the Grand Ledge City Council, at a regular meeting held on Monday, 08 June 2015, in the Council chambers, City Hall, 310 Greenwood St. Grand Ledge, Michigan.

Whereas, the City of Grand Ledge, Michigan ("City") is a municipal corporation organized under the provisions of the Home Rule City Act, Public Act 279 of 1909, as amended, and is governed by the provisions of the Grand Ledge City Charter adopted 03 January 1963, as amended ("Charter"); and

Whereas, Charter §C-14.1(a) provides:

"That the power to make and to authorize the making of contracts on behalf of the City is vested in the Council and shall be exercised in accordance with the provisions of law."; and

Whereas, those City employees represented by Lodge #141 Fraternal Order of Police, Labor Program, Inc. Non-Supervisory Unit have voted in support of a proposed collective bargaining agreement ("Agreement"), as attached;

Now, Therefore, it Is Resolved:

1. The City approves the collective bargaining agreement with Lodge #141 Fraternal Order of Police, Labor Program, Inc. Non-Supervisory Unit, as attached.
2. The Agreement is contingent upon the appropriation of the necessary funds in the Annual Budgets for the Fiscal Years Ending 30 June 2016 through 2018.
3. The Mayor and the Clerk of the City, or their duly authorized agent or representative, are authorized and directed to execute said Agreement on behalf of the City of Grand Ledge; to do any other act(s) or thing(s) which shall be necessary to execute said Agreement on behalf of the City of Grand Ledge; to preserve and protect the rights, duties and obligations of the City thereunder; and to do any act or thing required by statute, Charter, ordinance, rule, regulation or other provision of law in order to execute said Agreement.

Motion by

Second by

Ayes:

Nays:

Absent:

Approved:

Kalmin D. Smith, Mayor

I, Gregory Newman, Grand Ledge City Clerk, certify this is Resolution # ____ of 2015, adopted by the Grand Ledge City Council at a regular meeting held on Monday, 08 June 2015; a meeting held in accordance with the Open Meetings Act, Public Act No. 267 of 1976, as amended.

Gregory L. Newman, City Clerk

AGREEMENT BETWEEN
CITY OF GRAND LEDGE, MICHIGAN

AND

LODGE #141 FRATERNAL ORDER OF POLICE,
LABOR PROGRAM, INC.

NON-SUPERVISORY UNIT

July 1, 2015 - June 30, 2018

GRAND LEDGE POLICE DEPARTMENT
NON-SUPERVISORY UNIT CONTRACT
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AGREEMENT

This Agreement entered into this 8th day of June, 2015, by and between the City of Grand Ledge, Michigan, hereinafter referred to as the "Employer," and Lodge #141 Fraternal Order of Police, Labor Program, Inc., hereinafter referred to as the "Lodge".

PURPOSE AND INTENT

Section 1. It is recognized by both parties that the best interests of the Employer are of paramount concern and that any labor disputes between the bargaining unit and the City be resolved in an orderly manner without interruption of public services as provided under the provisions of the agreement.

Section 2. The parties recognize that the interest of the community and the job security of the members of the bargaining unit depend upon the City's success in establishing a proper service to the community.

ARTICLE 1. RECOGNITION

Section 1. The Employer hereby recognizes the Lodge as the sole and exclusive representative and bargaining agent of the employees of the Grand Ledge Police Department. Included in the bargaining unit are those positions classified as full time police officers with the rank of Patrol Officer and Detective. Excluded from the bargaining unit are: all elected officials, all part time employees, supervisory employees including and above the rank of Sergeant, the Chief of Police and all other employees employed in or by the City of Grand Ledge, Michigan.

ARTICLE 2. NON-DISCRIMINATION

Section 1. This agreement shall be applied uniformly to all eligible members of the bargaining unit and there will be no discrimination with respect to conditions of employment.

ARTICLE 3. CAPTIONS

Section 1. The captions used in each section of this agreement are for identification purposes only and are not a substantial of this agreement.

ARTICLE 4. GENDER

Section 1. Reference to the male gender shall apply equally to the female gender and vice versa.

ARTICLE 5. BARGAINING UNIT RESPONSIBILITIES

Section 1. The bargaining unit agrees that its members will perform efficient services, and use its best efforts to protect property and interests of the Employer, and will cooperate with the Employer in performance of their duties.

ARTICLE 6. EMPLOYMENT APPLICATION

Section 1. All applicants will complete an employment application. The employment application is an important phase of the hiring procedure and becomes a part of the employee's permanent record. All information submitted on the application form is subject to verification.

Section 2. The Employer reserves the right of dismissal upon finding willful omission or intentional falsification of fact on the employment application.

ARTICLE 7. CHANGE IN PERSONAL STATUS

Section 1. Employees shall notify the Payroll/Personnel Office of any change of name, address, telephone number, marital status or number of dependents promptly, within five (5) days after such change has been made. The Employer shall be entitled to rely upon the employee's last name, address, telephone number, marital status and number of dependents shown on its records.

ARTICLE 8. PERFORMANCE EVALUATION

Section 1. The job performance of each individual new employee will be evaluated at twenty (20) days by their immediate supervisor and before completion of five (5) months of employment, and at one (1) year of employment. Thereafter, the job performance of every employee will be evaluated at least once a year, unless it is necessary to document an employee's performance prior to the normal review date.

Section 2. In evaluating job performance, the employee's entire employment record will be considered including: job knowledge, quality and quantity of work and performance factor. The performance evaluation will be reviewed with the employee by his supervisor and/or Department Head. Recommendations for improvement in job performance will be explained to the employee at this time and he will have an opportunity to discuss his performance.

Section 3. The Employer shall furnish each employee with a copy of the completed performance evaluation. The employee will sign and date the evaluation. The employees signing of the evaluation only indicates that the employee is in receipt of the evaluation and does not indicate that the employee agrees or disagrees with the evaluation.

ARTICLE 9. ABSENTEEISM

Section 1. Due to the importance of continuity of public safety, it is necessary that employees work their scheduled working hours according to the schedule prepared by the Employer.

ARTICLE 10. SAFETY REGULATIONS

Section 1. It will be the responsibility of each employee to report to his supervisor any malfunction of equipment or any unsafe working conditions which he may observe. Failure of an employee to adhere to safety regulations may be treated as a cause for discipline. The Employer will make all efforts possible to provide a safe working environment for the employees and shall make repairs and/or replacements of malfunctioning equipment within a reasonable period of time.

ARTICLE 11. IRREGULAR PART TIME

Section 1. Irregular part time employees may be used for the purpose of filling in as a result of scheduled absences of regular full time and part time employees, and other than this Article, the provisions of this agreement do not apply to irregular part time employees. Scheduled absences are defined as sick leave, vacations, and earned time off. Irregular part time employees will only be used to fill scheduled absences or to supplement the bargaining unit pursuant to Article 12, Section 1 (g).

ARTICLE 12. MANAGEMENT'S RIGHTS

Section 1. 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 laws and Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and remain vested to the City, including, but without limiting the generality of the foregoing:

- 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 operations.
- b. To introduce new equipment, methods, machinery or processes; change or eliminate existing equipment; and institute technological changes; decide on materials, supplies, equipment and tools to be purchased.

- c. To subcontract or purchase any or all of the construction of new facilities or the improvement of existing facilities and bargaining unit work when an immediate and unforeseen emergency places demands which exceed the manpower capabilities of the Police Department; however, all other subcontracting shall be the object of collective bargaining.
- d. To determine the size of the work force and increase or decrease its size, subject to the provisions of this Agreement.
- e. To hire, assign, and layoff employees in accordance with the terms of this Agreement; however, all reductions in the workweek or workday or any reduction involving a combination of the length of the workday, workweek and/or layoffs are the objects of collective bargaining.
- f. To permit municipal employees not included in the bargaining unit, to perform bargaining unit work when an immediate and unforeseen emergency places demands, which exceed the manpower capabilities of the Police Department; however, all other uses of municipal employees to perform bargaining unit work are the objects of collective bargaining.
- g. To determine the work force, assign work and determine the number of employees for operations.
- h. To establish, change, combine or discontinue job classifications, and prescribe and assign the job duties, contents 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.
- i. To determine lunch, rest periods and cleanup times; the starting and quitting times.
- j. To establish reasonable work schedules.
- k. To adopt, revise, and enforce working rules and procedures that do not conflict with the terms of this Agreement.
- l. To transfer, promote and demote employees from one classification, department or shift to another for just cause.
- m. To select employees for promotion or transfer to non-supervisory/supervisory or other positions and to determine the qualification and competency of employees to perform available work.

Section 2. The bargaining unit hereby agrees that the Employer retains the sole and exclusive right to establish and administer, without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

ARTICLE 13. NO STRIKES

Section 1. The Lodge 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 health, safety and welfare. The Lodge, therefore, agrees that there shall be no interruption of 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 Employer's premises. The Lodge further agrees that there shall be no strikes, sit-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the City. The occurrence of any such acts or actions prohibited by this Section by the Lodge shall be deemed a violation of their Agreement.

Section 2. The City agrees not to lock out the Lodge during the life of this Agreement.

ARTICLE 14. WAIVER

Section 1. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted.

Section 2. The provisions of this agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

Section 3: 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 the right and opportunity are set forth in this Agreement. Therefore, the Employer and the bargaining unit, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 15. LODGE SECURITY

Section 1. All employees who on the 15th day following the effective date of this Agreement are members of the Lodge in good standing, and all employees who voluntarily become members thereafter, shall, as a condition of employment, maintain their membership in the Lodge for the duration of this Agreement to the extent of paying the periodic dues uniformly required as a condition of Lodge membership.

Section 2. The Lodge shall promptly furnish the Employer with a list of its members in the bargaining unit on the 15th day after this Agreement is effective.

Section 3. Employees hired, rehired, reinstated or transferred into the bargaining unit and who join the Lodge voluntarily shall likewise be included on a list, which shall promptly be furnished to the Employer.

Section 4. The Lodge, its agents, officers and representatives shall not intimidate or coerce employees to join the Lodge. If a dispute arises as to whether an employee was intimidated or coerced into joining the Lodge, the dispute may be submitted under the established grievance procedure of this Contract.

Section 5. All employees who, on the 15th day following the effective date of this Agreement, choose not to abide by Section 1 and Section 3 of this Article, shall as a condition of employment, pay to the Lodge a representation fee as determined by the Lodge to be their fair share of the cost of negotiating and administering this Agreement.

ARTICLE 16. DUES AND SERVICE FEES DEDUCTION

Section 1. During the life of this Agreement, the Employer will deduct current Lodge dues or service fees provided that at the time of such deduction there is in the possession of the Employer a current written assignment, executed by the employee, in the form and according to the terms of the authorization form.

Section 2. Previously signed and not revoked written authorizations shall continue to be effective as to current employees and as to reinstated employees.

Section 3. The Employer will deduct current uniform dues from the pay of employees for the last pay period ending in the calendar month. If an employee has no pay coming for such pay period or if such pay period is the first pay of a new employee such deduction shall be deducted from the immediate subsequent pay period.

Section 4: The Employer will deduct from the pay of employees in any month only the deductions incurred while an employee has been in the employ of the Employer and only such amounts due and payable in such month.

Section 5. In the event that a refund is due any employee for any sum deducted from wages and paid to the Lodge, it shall be the responsibility of such employee to obtain the appropriate refund from the Lodge. The Lodge shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for purpose of complying with any of the provisions of this Article.

Section 6. All sums deducted by the Employer shall be remitted to the Lodge; the treasurer's name and address shall be transmitted to the City.

Section 7. In the event the Lodge requests that the Employer deduct money in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only upon written assurance by the requesting party that the additional amounts have been authorized pursuant to and under the Lodge Constitution; provided that in the event a new written authorization from the employee is necessary that such authorization will be secured by and presented to the Employer prior to the deduction of the newly certified amounts.

Section 8. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Lodge.

Section 9. The Lodge agrees that at no time will it solicit or collect money of any kind on Employer time.

ARTICLE 17. SAVE HARMLESS

Section 1. In the event the Employer, acting on the request of the bargaining unit, discharges or attempts to discharge an employee at the bargaining unit's request, the bargaining unit shall indemnify the Employer against any and all claims, demands, suits, expenses or other forms of liability of whatsoever kind or nature that shall arise out of action taken by the Employer for the purpose of complying with the provisions of this Agreement.

ARTICLE 18. ACCESS TO POLICE DEPARTMENT PREMISES

Section 1. Representatives of the Lodge may enter the Police Department for any proper bargaining unit business, provided they have secured prior permission of the Chief or his designee. In requesting such permission, the Lodge representatives shall designate the bargaining unit business under consideration. The Chief shall grant permission to the Lodge to visit the employees for the above limited purpose at a mutually agreeable time and place.

ARTICLE 19. BARGAINING UNIT REPRESENTATION

Section 1. There shall be one (1) Lodge Steward and one (1) Alternate Steward chosen from among employees in a manner to be determined by the bargaining unit. The Alternate Steward shall take the place of the Steward in the Steward's absence.

Section 2. The bargaining unit representative shall represent the employees and shall be authorized to resolve grievances on behalf of such employee in any step of the grievance procedure herein. Such resolutions to grievances shall be final and binding upon the employees in the bargaining unit, however, in no event shall any such resolution or adjustment be contrary to or inconsistent with the terms and conditions of the Collective Bargaining Agreement between the Employer and the Lodge.

Section 3. The bargaining unit shall designate to the Employer in writing, the bargaining unit representative, and the Employer shall not be required to recognize or deal with any employee other than the one so designated.

Section 4. The bargaining unit, in contract negotiations, may be represented by two (2) employee representatives and not to exceed two (2) non-employee representatives. Only one (1) employee representative will be paid his/her regular pay for negotiations sessions which are held during their scheduled hours.

Section 5. A representative or steward shall first receive permission from his immediate supervisor to leave his work station and shall report back promptly when his part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustment may have the privilege revoked.

ARTICLE 20. SPECIAL CONFERENCES

Section 1. In the interest of sound labor relations between the Lodge and the Employer, special conferences may be held by mutual consent of the Employer and the Bargaining Unit for the purpose of exchanging ideas and information pertinent to problems that may arise. An agenda for a special conference shall be prepared and exchanged in advance. Only those items referred to on the Agenda shall be discussed unless otherwise agreed. Each party may have up to three representatives at the special conference.

ARTICLE 21. GRIEVANCE PROCEDURE

Section 1. A grievance, under this Agreement, is a written dispute, claim or complaint arising under the terms of this Agreement and filed by an authorized representative of the Lodge.

Section 2. Grievances are limited to matters of interpretation or application of the express provisions of this agreement. The parties recognizing that an orderly grievance procedure is necessary agree that each step must be adhered to as set forth herein or the grievance is forfeited.

Section 3. The grievance procedure shall not apply to the retirement plan or any of the insurance plans or the payments of insurance when error or omission is that of the insurance company and not of the City of Grand Ledge.

Section 4. All grievances must be signed and dated by the aggrieved employee and his representative and must name the Sections allegedly violated. All grievances must be filed within seven (7) work days after the occurrence of the circumstances giving rise to the grievance, or seven (7) workdays from the time the employee should have reasonably known he had grounds for a grievance; otherwise, the right to file a grievance is forfeited and no grievance shall be deemed to exist. The definition of work days for purposes of this Article shall be Monday through Friday, excluding Saturdays, Sundays and Holidays.

Section 5. Any employee having a grievance shall process it as follows:

- Step 1. The grievance shall first be submitted in writing to the employee's immediate supervisor. The supervisor will provide an answer within seven (7) work days.
- Step 2. The representative shall, within seven (7) work days after the answer of the immediate supervisor, advance the grievance to the Chief. The Chief shall, within seven (7) work days, record his disposition in detail on all copies of the grievance form, returning two (2) copies to the Lodge representative.
- Step 3. Failing to resolve the issue in the second step, the Lodge representative shall state the reasons in writing why the answer of the Employer was not satisfactory and shall then, within seven (7) work days of the Chief's disposition, contact the City Administrator and/or his designated representative to arrange a meeting between the Lodge representative and the City Administrator and/or his representative to discuss such grievance. This meeting shall be scheduled to occur within ten (10) work days or at a time mutually agreed upon between the parties. If the parties in this step are unable to resolve the grievance, the City Administrator or designee shall, within seven (7) workdays, provide his/her written disposition to the grievance. The matter may be submitted to arbitration as hereinafter provided for in this Agreement.

Section 6: Any and all grievances resolved in any step of the grievance procedure as contained herein shall be final. Grievances shall be filed and processed from one step to the next within the time limits prescribed in each of the steps. Any grievance upon which a disposition is not made by the Employer within the time limits prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure; the time limit to run from the date when the time for disposition expired. Any grievance not timely filed or carried to the next step by the Lodge within the prescribed time limits shall automatically be closed on the basis of the last disposition.

Section 7. The City shall not be required to pay back wages for periods prior to the time the grievance occurred. All claims for back wages shall be limited to the amount of wages the employee would otherwise have earned less any unemployment compensation, for personal services that he may have received, including overtime, and premium pay.

Section 8. Arbitration. Either party may request arbitration of an unsettled grievance. The party desiring arbitration must notify the other party in writing of such desire within fifteen (15) work days of the day the written disposition was given or due under the last step of the grievance procedure provided for in this Agreement. In the event that either party should fail to serve such written notice, the matter shall be considered as settled on the basis of the Employer's last answer. The parties may agree however, to hold a pre-arbitration meeting between the City Administrator or and/or designee and the Lodge Representative or its designee in an attempt to resolve the grievance. After receipt of a desire to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within five (5) work days or within a longer period if mutually agreed upon, either party may submit the matter to the Federal Mediation and Conciliation Service (FMCS) requesting that an arbitrator be selected with assistance and under its rules. FMCS shall provide a list of seven (7) Michigan arbitrators. Selection of the neutral will be by the alternate striking method, with the moving party making the first strike. Grievances involving the suspension, demotion, discipline or discharge of an eligible employee may be processed through the grievance procedure as outlined herein or appealed as provided for in the Veteran's Preference Act or any other such statutory scheme which provides for the redress of alleged grievances. Whichever procedure is elected shall be binding upon the Employer and the Lodge and shall be preclusive to the other remedy or remedies. The Lodge agrees it will only represent members of the bargaining unit in one forum, i.e., at an arbitration hearing under the terms of this Article or a Veteran's Preference Proceeding.

Section 9. The parties understand and agree that in making this Agreement, they have resolved for its term all bargaining issues which were or could have been made the subject of discussion. The arbitration forum herein established is intended to resolve disputes between the parties only over the interpretations or application of the matters which are specifically covered in this Agreement.

Section 10. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplemental agreement. The arbitrator shall have no power to establish wage scales or rates on new or changed jobs, or to change jobs, or to change rates unless it is provided for in this agreement.

Section 11. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing, and the award under no circumstances shall be based on other extra contract matters not specifically incorporated in this agreement.

Section 12. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

Section 13. The decision of the arbitrator shall be final and binding upon the parties, including the Lodge, its members and the employees involved, and the City of Grand Ledge.

ARTICLE 22. HOURS AND RATES OF PAY

Section 1. Employees covered hereby are normally required to be on duty as follows:

- A. Eight (8) consecutive hours during each scheduled work day or;
- B. Ten (10) consecutive hours during each scheduled work day.

The normal work week shall be forty (40) hours, excepting as excused by management.

Section 2. It is anticipated that the needs of the department may require an officer to work overtime. Overtime is defined as work performed by an officer over and above his normal scheduled work day or work week when authorized by the Department Head. It does include training sessions, consultations with prosecutors and signing of complaints. All officers on duty shall be paid for overtime at the rate of time and one-half (1½) times their regular hourly rate of pay.

Scheduled overtime events or call-back overtime will be granted on the basis of seniority. Seniority will not be considered when the overtime is an extension of an employee's regular shift or where the call back is related to a specific officer or that officer's assignment. When overtime is assigned on the basis of seniority, the most senior employee shall be contacted and granted the first option to work the overtime assignment; if the contacted employee cannot be reached and/or declines the assignment, the next most senior employee shall be contacted until the list of available employees is exhausted. If at that time no available employee has agreed to work the overtime assignment the employee last contacted shall be required to work the assignment. An employee who has expressed a general desire not to be contacted for the purpose of working overtime assignments shall be considered to be a declining employee under the terms of this provision, without the need for formal contact.

Section 3. Employees covered hereby who are called back to work for reasons other than time spent in court testifying, time spent in signing complaints or official documents or writing reports, shall receive a two (2) hour minimum payment. When testifying in a 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 (1½) times his 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.

Section 4. A regularly scheduled shift schedule shall be posted to determine the normal work day for every member of the bargaining unit. Said schedule shall be posted five (5) days prior to its effective date.

Section 5. Payments for overtime and call back time shall not be duplicated for the same hours worked, as heretofore provided.

Section 6. Only an off-duty officer, when required to testify in court as a witness, shall receive overtime pay for court time.

Section 7. Any overtime and/or call back time worked by an employee without the prior authorization of the shift commander will not be compensated for by the terms of this Agreement or any other Agreement, it being specifically noted that the authorization of any overtime is discretionary with the shift commander.

Section 8. All employees covered by this agreement may have the option to exchange any overtime hours worked for earned time-off hours at the rate of time and one-half (1½) under the following conditions:

- A. Accumulated eighty (80) hours and have up to eighty (80) hours on the record books at any one time. Payout will be limited to forty (40) hours and is optional, at employee's request, at the first pay period in December.
- B. Any usage or partial usage of accumulated Earned Time Off (ETO) will be charged against the maximum accrual and does not accumulate beyond eighty (80) hours. All ETO over the maximum of eighty (80) hours will automatically be paid out or used within that pay period.
- C. The ETO option will be made within the pay period that it is earned per the employee turning in his/her time report.
- D. An employee may utilize ETO only with the prior approval of his/her supervisor.

- E. Employees will be granted ETO on a first come first served basis. If a determination cannot be made as to which request was made first, ETO will be granted on a seniority basis.
- F. All accumulated ETO credits, up to a maximum of forty (40) hours, will be paid off the first pay period in December of each year at the employee's request

Section 9. Shift Selection by Seniority. December 1st of each year, shift selections are to be circulated by management. The Detective, School Liaison Officer and Desk assignments shall be exempted from this process, as they are day-time assignments. Shift assignments shall be granted on the basis of seniority, with the most senior employee being granted the first choice, the next senior employee being granted the second choice, and so on until all of the shift assignments have been completed.

Each employee shall make four (4) shift selections based upon preference: 1st choice, 2nd choice, 3rd choice, 4th choice, from the available shift assignments. Assignments are then to be made from this list, giving the most senior employee his/her 1st choice, the next assignment being given to the next senior employee and so on, until all of the assignments have been filled. Thereafter, if a shift becomes vacant during the year, the vacant shift, when filled, shall be filled by resort to the December selection record, giving the vacant assignment to the most senior employee who earlier requested the same assignment. The Chief retains the right, in his discretion, to temporarily assign personnel irrespective of seniority, in order to accommodate operational needs such as for training, personnel shortages and emergencies. Probationary employees may be assigned to any shift.

ARTICLE 23. HOLIDAYS

Section 1. All employees who have been continuously employed for a period of ninety (90) days shall be eligible for holiday pay for the following ten (10) holidays, whether worked or not, namely: New Year's Eve, Presidents Day, Memorial or Decoration Day, Independence Day (Fourth of July), Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Day. An employee may, subject to the provisions of Article 22, Section 8, elect to take earned time off (ETO) in lieu of holiday pay based upon the employee's normal shift worked. Earned time off may be elected for the holiday pay and/or the holiday premium.

Section 2. The City of Grand Ledge will provide each unit member with an additional three (3) administrative days off, in lieu of the employee's birthday; the day following the Thanksgiving Day Holiday, the half day for Good Friday and the half day for the City Picnic. No holiday pay shall be given for these days and they are to be taken at a mutually agreed upon time between the employee and command with the Grand Ledge Police Department.

Section 3. Employees will be allowed to accrue, or have accrued, a maximum of 80 hours Personal Leave Time(PLT). Existing banks of PLT which exceed eighty (80) shall be frozen and no more accrual added until the accrual drops below eighty (80) hours. Once an employee reaches eighty (80) hours in their bank, any additional hours earned must be used in the year received or be lost. Starting on 1-1-2000, the three days are to be given on the first day of January and may only be banked to the 80 hour maximum; hours above the 80 must be used annually by December 31 each year. New days shall be presumed used first. Current excess accrued PLT must be used by December 31, 2001. All PLT over 80 hours as of 12-31-2001 shall be forfeited; no payment shall be made for it.

Section 4. Holiday Eligibility:

1. The employee must work, in full, his/her regularly scheduled work day prior to the holiday and his/her regularly scheduled work day following the holiday, otherwise no holiday pay will be granted unless the absence on such day was scheduled or excused at management's discretion.
2. If an employee is on layoff, drawing workers' compensation payment, or receiving any other form of pay at the time the holiday occurs, he/she will not be paid for the holiday.
3. In addition to holiday pay, if an eligible employee works on the actual day of the designated holiday set forth in Section 1, he/she shall be paid the rate of two (2) times his/her regular straight time rate for the hours so worked.
4. Holidays recognized by Section 1 of this Article that fall within an employee's vacation period will not be considered as part of a vacation. The employee will receive holiday pay for such day at his/her straight time hourly rate.

ARTICLE 24. NEW JOBS

Section 1. When new jobs are placed in operation during the term of this Agreement and they cannot be properly placed in an existing classification by mutual agreement of the Employer and the bargaining unit, the Employer shall set up a new classification and rate covering the job in question. If the Lodge disagrees with the rate that has been established, the Lodge will have the right to request and negotiate the rate.

ARTICLE 25. WORK RULES

Section 1. The Employer reserves the right to publish and enforce from time to time reasonable work rules, policies and regulations.

Section 2. The bargaining unit agrees that the presently established reasonable rules, regulations, Policies and procedures as outlined in the executive orders and reasonable Police Department Rules and Regulations shall remain in effect and agrees to abide by such rules, regulations, policies and procedures. Any changes in such rules and regulations policies and procedures may be the object of a special conference on their reasonability, outlined in Article 20.

ARTICLE 26. PROBATIONARY EMPLOYEES

Section 1. All full-time employees shall serve a probationary period of twelve (12) months uninterrupted by any type of service break, during which time they will be termed "probationary employees."

Section 2. Probationary employees' service with the Employer may be terminated at any time by the Employer in its sole discretion and neither the employee so terminated nor the Lodge shall have recourse to the grievance procedure over such termination.

Section 3. During the probationary period an employee shall not be eligible for employee benefits unless expressly provided otherwise in this Agreement. After an employee has successfully completed his/her probationary period of employment, he/she shall become a regular full-time employee and his/her seniority shall start as hereinafter provided.

ARTICLE 27. SENIORITY

Section 1. A regular full-time employee's seniority shall date from his/her most recent starting date of full-time employment within the bargaining unit, excepting that an employee promoted outside the unit who returns to the unit within the 12 month promotional probationary period shall return with seniority as of the date they were promoted. Any other return to the unit shall start with no bargaining unit seniority.

Section 2. An employee's seniority shall entitle him/her only to such rights as are expressly provided for in this Agreement.

Section 3. An employee who is hired for only a limited period of time to substitute for one or more permanent full-time employees during their absence or is hired for a job which is of limited duration, and who is so informed at the time he/she is hired, shall be considered a temporary employee. He/she shall not acquire seniority by virtue of such temporary employment.

Section 4. Seniority does not accumulate when an employee is off for more than one (1) month, except on a paid sick leave or paid vacation leave.

Section 5. The City agrees to post and update annually a seniority list by bargaining unit seniority. An employee's standing on the published list will be final unless protested to

the City's Payroll/Personnel Office after the list has been posted on the Employer's bulletin board.

ARTICLE 28. LOSS OF SENIORITY

Section 1. An employee's seniority and employment shall terminate if:

- A. The employee resigns.
- B. The employee is discharged for just cause and not returned through the grievance procedure if a grievance is filed.
- C. The employee fails to return to work within five (5) working days after issuance of the Employer's notice of recall by certified mail to the employee's last known address as shown on the Employer's records. (It shall be the responsibility of the employee to provide the City with a current address).
- D. The employee is absent from work for three (3) consecutive working days without advising the Employer of an acceptable reason to the Employer for such absence.
- E. The employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer.
- F. The employee gives a false reason in requesting a leave of absence or engages in other employment during such leave of absence other than an educational leave.
- G. A settlement with the employee has been made for total disability.
- H. The employee is retired.
- I. The employee is laid off or has not, for any reason, worked for the Employer for a continuous period exceeding the length of his/her employment or one (1) year, whichever occurs sooner.
- J. The employee holds regular employment wherein he/she is employed by another Employer to the extent it will affect his/her ability to perform his/her duties with the City of Grand Ledge, Michigan.
- K. He/she is convicted of any felony, circuit court misdemeanor or high misdemeanor or other criminal acts involving moral turpitude.
- L. Is not legitimately able to fulfill his/her assigned duties.

ARTICLE 29. LAYOFF AND RECALL

- A. Layoff of employees shall be by seniority, and then the following order shall be followed; provided that the employees who remain are capable of performing the work available.
1. Temporary employees;
 2. Probationary employees;
 3. Transferee's still on probation in the classification to be reduced.
 4. Remaining seniority employees within the classification affected shall then be laid off in the order of their classification seniority within the affected classification.
- B. A laid off seniority employee, if recalled to a job similar in work content and identical or lower in rank to the job from which he/she was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority .
1. The order of recalling of laid off employees shall be to the inverse order in which the employees are laid off and shall be subject to the same conditions of layoff.
 2. Notices of recall shall be sent by certified or registered mail or telegram, to the employee's last known address as shown on the Employer's records and it shall be the obligation of the employee to provide the Employer with a current address and telephone number. A recalled employee shall return to work within five (5) consecutive calendar days or his/her employment shall be terminated.

ARTICLE 30. RETIREMENT-SEPARATION-VOLUNTARY TERMINATION

Section 1. All employees must notify their supervisor in writing two (2) weeks prior to voluntarily terminating employment with the Employer. Employees shall have the responsibility of turning in all City equipment and property at termination of employment.

Section 2. The Employer shall annually pay five (5%) percent of an employee's annual wage into the City's Defined Contribution Retirement Plan. In addition to the five (5%) percent base Employer contribution, effective beginning the pay period closest to 1/1/2000, the City also will match one dollar (\$1) for each one dollar (\$1) the employee contributes into the employee's 457 plan (Deferred Comp) to a maximum of five (5%) percent of the employee's annual pay. The City will pay an additional one dollar (\$1) into the employee's City's Defined Contribution Retirement Plan for every two dollars (\$2) above five (5%) percent of pay which the employee contributes into his/her 457 (Deferred Comp) for employee contributions up to the next ten (10%) percent of annual pay. The City's total matching contribution shall not exceed ten (10%) percent, which shall be reached when an employee contributes fifteen (15%) percent into their 457

plan account. City maximum = 5% base + 10% matching.

Participation in the City's Defined Contribution Retirement Plan is limited to employees who have not elected to participate in the MERS Plan. Any employee hired after August 13, 2007 shall be ineligible to participate in the Defined Contribution Retirement Plan and must participate in the MERS Plan. Participation in the 457 Deferred Compensation Plan is available to employees irrespective of the retirement plan in which they are enrolled.

Section 3. All employees hired before July 1, 2012 who are covered under the MERS Defined Benefit B-4 Plan will continue under such plan. Vesting will be ten (10) years. The early retirement option, F55/25, will be available. The pension plan will include rider FAC-5. The City's contribution toward the cost of the MERS pension plan per member shall not exceed eleven (11%) percent of wages. The City's eleven (11%) percent contribution is capped with any adjustment from year to year being made up by the employees or to the benefit of the employees. Employee contributions to the MERS pension plan will be determined initially by MERS and annually thereafter following receipt of the actuarial report. Contributions will be made through payroll deduction and will be expressed as a percentage of pay. The Lodge agrees not to request any change in any portion of the retirement plan until on or after June 30, 2017.

This prohibition will not prevent the parties from mutually agreeing to a retirement change. Both parties to this contract are prohibited from submitting any retirement proposal to Act 312 arbitration from the date of the signing of this Agreement through June 30, 2017. Employees hired on or after July 1, 2012 shall be covered by a single group Plan covering both non-supervisory and supervisory bargaining unit personnel. The Plan will be the MERS C-1 New Plan with a maximum Employer contribution of ten percent (10%). The Pension Plan will include FAC 5 and 10 year vesting. Employees in this Plan shall not have more than two hundred forty (240) hours of paid leave included in Final Average Compensation. Overtime hours shall not be used in computing the FAC of an employee. 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.

ARTICLE 31. SAVINGS

Section 1. Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction, governmental administrative tribunal, such invalidation shall not affect the remaining portions of this Agreement.

ARTICLE 32. WORKER'S COMPENSATION

Section 1. All employees shall be covered by the applicable Worker's Compensation Law.

ARTICLE 33. MILITARY LEAVE

Section 1. The Employer shall abide by the provisions of Federal and State law with respect to leave of absence due to military service.

ARTICLE 34. HEALTH, DENTAL AND OPTICAL BENEFITS

Section 1. Hospitalization and Medical. The Employer makes available a health care benefit which covers all full-time employees, including their spouse and dependent children effective on the first of the month following 30 calendar days of full-time employment. Effective for July 1, 2015 coverage will be Blue Cross Blue Shield Simply Blue HRA Plan 4000/20/2350 - 8000/20/4700 in network and fund the plan in network 1500/20/2850 - 3000/20/5700 or equivalent. The City will contribute toward the cost and employees will contribute toward the cost of such coverage through payroll deduction.

The Employer reserves the right to change health insurance providers and/or programs in order to remain compliant with PA 152 and the Federal Patient Protection and Affordable Care Act (FPPACA) and all associated regulations and avoid any penalties that might be applied based upon non-compliance with either.

The Employer's maximum contribution toward health and prescription drug coverage, including any reimbursement and/or contributions to a Health Reimbursement or Health Savings Account, shall not exceed the PA 152 hard cap limits as determined annually effective with the City's Plan Year.

Any cost in health care coverage that exceeds the Employer's contribution shall be paid by periodic payroll deduction from an employee's earnings.

Section 2. Prescription Coverage. The Employer shall provide a multi-tier prescription drug coverage plan available to employees eligible for hospitalization and medical coverage. Effective for July 1, 2015 the drug co-payments are: \$20/\$60/50%/20%/25% RXCM or equivalent.

Section 3. Dental and Vision Benefits. The City will continue to make available and pay for dental and vision benefits for employees, their spouses and dependent children, effective on the first day of the month following thirty (30) calendar days of full-time employment. Presently, said benefits are self-insured. Should the Employer choose to provide these benefits on an insured basis, the coverage will be comparable or better, provided said coverage is available. The benefits provided will be the coverage found in the current Employee Benefit Plan or comparable or better coverage if the City changes providers or the current provider makes such coverage unavailable

Section 4. Opt-Out Provision. The Employer will pay forty percent (40%) of its normal hard cap contribution toward the single subscriber rate to any employee that waives health insurance coverage. An employee electing to waive coverage must do so for the entire year and cannot re-enroll in the Health Insurance Plan until the open enrollment period, unless the employee loses health insurance coverage from another

source due to a life event recognized by the Employer's insurance carrier as qualifying an employee for re-entry into the Employer's health insurance plan.

Section 5. IRS Plan. The City will maintain an IRS Section 125 approved plan which allows employees to pay for medical insurance premiums, unreimbursed medical expenses and dependent care costs with pre-tax dollars.

ARTICLE 35. LIFE INSURANCE

The insurance policies shall contain an accidental death and dismemberment rider. The City shall provide life insurance coverage as follows:

Employee	Spouse	Children
\$20,000.00	\$7,500.00	\$3,000.00

ARTICLE 36. CONTRACT DISTRIBUTION

Section 1. The City will furnish a copy of the contract to all bargaining unit members.

ARTICLE 37. UNIFORMS

Section 1. Necessary dry cleaning of officer's uniforms shall be paid by the City of Grand Ledge. Uniforms will be furnished to all officers. The number of uniforms and type of uniforms will be determined by the Employer. The Employer will provide dry cleaning not to exceed three (3) uniforms (shirt/pants) per week per officer. Note: The Employer understand that under certain conditions the three (3) uniforms limit may be exceeded.

Section 2. Shoe Allowance.-The Employer shall reimburse each employee Up to One Hundred Dollars (\$100.00) for the purchase of shoes and/or boots each budget year (July 1 to June 30) of the contract. An employee may choose to carry the One Hundred Dollars (\$100.00) over for a second year in order to have Two Hundred Dollars (\$200.00) available for the purchase of shoes and/or boots. The amount that an employee shall carry over shall not exceed Two Hundred Dollars (\$200.00).

Section 3. The shoes and/or boots shall be plain toed, black, and capable of taking a high shine.

ARTICLE 38. FUNERAL LEAVE

Section 1. When death occurs in an employee's immediate family, the employee, on request, will be excused beginning on the date of death and until two (2) calendar days immediately following the date of the funeral provided he/she attends the

funeral/memorial service, with a maximum of three (3) work days. Sick leave time may be used if funeral/memorial service is later. Immediate family shall mean: spouse, parent, grandparents, spouse's grandparents, children, brother, sister, mother-in-law, father-in-law, sister-in-law and brother-in-law, step-child. Sick leave time may be used for funerals of: step-parents, step-brother, step-sister, step-grandparents, step-grandchildren, step-mother-in-law, and step-father-in-law.

Section 2. An employee excused from work under this article shall, after making application, receive the amount of wages exclusive of shift or any other premiums that he/she would have earned by working straight time hour on such scheduled days of work for which he/she was excused. In the event of a simultaneous tragedy affecting more than one of the covered relatives enumerated above, the amount of days given to the employee shall be at the discretion of the Chief.

Section 3. In all cases of funeral leave, if more days are needed, it shall be at the discretion of the Chief.

ARTICLE 39. SICK LEAVE

Section 1. All members covered by this Agreement shall accumulate one (1) sick day per month, not to exceed twelve (12) days per year with no limit of accumulation during active employment. However, all sick days will be accumulated when earned and subtracted when used, in hours, and the number of hours will be the same as the number of hours in a normal work shift for that employee. For example, if an employee is assigned to road patrol and normally works a ten (10) hour shift, then each month that employee shall accumulate ten (10) hours of sick time and if that employee should use a sick day then ten (10) hours of sick time shall be subtracted for each day of sick time used. This same formula will apply to members who might work an eight (8) or twelve (12) hour shift.

However, after ten (10) years of service (vested rights) an employee will be entitled to be paid ½ of all unused accumulated sick days (based upon a ten (10) hour work day), not to exceed \$7,500.00 upon retirement. Employees hired on or after July 1, 2012 shall be limited to a maximum pay out for unused accumulated sick days of \$2,500.00 upon retirement.

Upon death of an employee, the beneficiary will be entitled to be paid ½ of all unused accumulated sick days. The beneficiary of an employee hired on or after July 1, 2012 will be entitled to a maximum pay out for unused accumulated sick days in the amount of \$2,500.00. The intent of this provision is not to be construed as a retirement benefit; but to build up a reserve for situations of true illness or sickness. An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.

Section 2. In order to be eligible to receive sick pay, the employee must report to the Employer by phone the nature of his/her illness no later than one (1) hour before the

start of the work shift, unless circumstances exist which prohibit the employee from informing the Employer.

Section 3. If the Employer feels an employee is abusing his/her sick leave privileges, the Employer may request and receive a doctor's statement showing proof of illness before returning to work.

Section 4. Pregnancies will be treated the same as any other illness or temporary disability. The employee may return to work when a physician's statement is presented stating that she can resume normal duties.

ARTICLE 40. VACATION LEAVE

Section 1. Since the hazardous duties and responsibilities of a police force are unrelated to the length of service and the beginning officer experiences weariness, along with loss of attention to duties without proper vacation leave, all employees will be granted vacation leave in accordance with the following schedule:

After completion of one (1) year of uninterrupted employment through five (5) years of uninterrupted employment.	96 hours
After completion of five (5) years of uninterrupted employment through nine (9) years of uninterrupted employment	112 hours
After completion of nine (9) years employment and each additional five (5) years of uninterrupted employment thereafter.	16 additional hours

Employees shall be encouraged to take yearly vacations. In no case shall an employee be allowed to accrue vacation time; it shall be permanently lost and the employee shall not be allowed to receive compensation for this loss.

Section 2. Vacation pay shall be computed at the employee's present rate of pay.

Section 3. An approved vacation leave of absence will not be counted as a break in the employee's service record when determining his/her vacation allowance under the progressive vacation plan.

Section 4. An employee may take his/her vacation at any time in the course of the year as long as it conforms with the requirements of his/her department.

Section 5. Vacation leaves shall be granted to employees covered hereby by the Chief, and such vacations will be granted at such times as they least interfere with the efficient operation of the Department.

- A. Vacations leaves will be granted by seniority within the bargaining unit and each officer shall have a FIRST priority and a SECOND priority choice of vacation dates.
- B. An officer's second priority choice cannot bump another officer's first priority choice.
- C. If an officer so chooses he/she may take all of their available vacation time at once and this option will be considered a first priority choice
- D. Vacation choices shall be made between January 10th and February 20th of each year and all vacations will be finalized by February 25th so that vacations may begin on March 1st of each year.
- E. Starting at the top of the seniority list, each officer will be given three days to record their desired vacation time on the sign-up sheet after which the sheet will be given to the next officer on the seniority list until all officers have made their selections.
- F. If for some reason an officer is unavailable when the sign-up sheet gets to them, the process will stop temporarily until every reasonable effort has been made to contact that officer for their choice(s). The Chief shall determine when the selection process should resume.

Section 6. Any employee who terminates his service from the department for any reason whatsoever, shall receive his vacation on a prorated basis.

ARTICLE 41. FIREARMS

Section 1. The Employer will furnish firearms in good repair to employees who are required to carry them. The number of firearms, the style and type and to whom they are furnished will be determined by the Employer.

ARTICLE 42. HOLSTERS

Section 1. The Employer will furnish strong-handed holsters to employees who are required to carry a firearm to perform their assigned duties. The strong-handed holster shall at all times be worn high and tight.

ARTICLE 43. DISCIPLINARY ACTION AND TRIAL BOARD PROCEEDINGS

Section 1. The Chief of Police and supervisory personnel shall have the responsibility for all disciplinary actions. Discipline will be of a progressive and corrective nature except nothing shall prevent the Employer from taking immediate and appropriate disciplinary action should it be required by the circumstances. The discipline or discharge of a non-probationary officer shall be for just cause.

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 Lodge and the member against whom the charges are brought.

Section 3. Such charges and specifications shall cite the specific sections of the rules and regulations and/or appropriate law or ordinance which the member is alleged to have violated.

Section 4. Employees shall be permitted the presence of a Lodge representative before any questioning is done.

Section 5. The member against whom the charges have been made may be represented at any grievance hearing by the Steward or another Lodge representative. The City may be represented at such hearing by the representative of its choice.

Section 6. In imposing any discipline on a current charge, the Employer will not base its decision upon any prior infractions of department rules or regulations which occurred more than two (2) years previously unless directly related to the current charge.

Section 7. In the event a member is suspended pending an investigation, for any reason, as a result of the investigation, and he is exonerated on the charges causing the suspension, he shall be compensated for all back wages lost due to the suspension.

Section 8. If an employee who was disciplined fails to file a grievance within the time specified in the grievance procedure, or if, upon the hearing of his grievance he is found to have been properly disciplined, then his discipline shall be absolute as of the date of his discipline.

Section 9. If the employee is exonerated of the charges, he/she shall be compensated for all back wages due. Such wages shall be based on regular base pay hours and not include overtime.

Section 10. Probationary employees shall not be entitled to the benefits and procedures herein provided in cases of disciplinary action.

ARTICLE 44. GENERAL PROVISIONS

Section 1. Any employee absent three (3) consecutive work days due to claimed illness, shall, upon the City's request, furnish a medical doctor's statement of incapacity to work. The Employer reserves the right to have any employee absent due to claimed illness examined by a medical doctor of the Employer's choice at the Employer's expense. If a conflict of medical opinion exists between the employee's doctor and the Employer's doctor, a third doctor shall be chosen by mutual agreement between the Employer's doctor and the employee's doctor. The third doctor's opinion shall be binding on both parties and the expense shall be shared equally.

Section 2. Employees absent from work due to claimed illness or otherwise shall inform the Employer of such absence by telephone prior to their starting time, unless circumstances exist which prohibit the employee from informing the Employer.

Section 3. The Employer shall select or change the insurance carrier at its discretion and shall be entitled to receive any dividends, refunds or rebates earned without conditioner limit of any kind. All benefits shall be subject to standard provisions set forth in the policy or policies. Benefits for otherwise eligible employees will become effective when he attains seniority .In the event the Employer substitutes another carrier, the fundamental provisions of the coverage will not be changed.

Section 4. When employment and seniority are interrupted by layoffs, discharges, quit, strike, retirement, leave of absence or any other reason, all insurance coverage continues only for the balance of the month in which such termination occurs or until the next premium is due, whichever is later.

Section 5. The Employer shall have no obligation to duplicate any benefit an employee received under any other policy, excluding life insurance, with any other employer notwithstanding the circumstances of eligibility, amount or duration of benefit, and it shall be the obligation of the employee to inform the Employer of any and all insurance coverage enjoyed by said employee other than coverage provided by the Employer herein a party.

Section 6. As a condition of continued receipt of benefits, the Employer at its expense, may require the employee to submit to a physical examination in order to verify the employee's ability to return to work. Conflicts In any medical dispute will be resolved as in Section I of this Article.

Section 7. The employee shall not be eligible to receive benefits while he is:

- A. Eligible for unemployment benefits under any unemployment law;
- B. On layoff;
- C. On leave of absence;
- D. Has quit his employment;
- E. Been discharged, or;

F. Retirement.

Section 8. Should the Employer be obligated by law to contribute to a governmental-sponsored insurance program, national or otherwise, which duplicates benefits provided by the Employer under insurance policies currently in effect as a result of this agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage; and to escape such double payments the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmental-sponsored insurance programs.

Section 9. It is specifically understood and agreed that contractual benefits upon the death of the employee shall cease at the end of the month of the death.

Section 10. It is mutually understood by the City and the Lodge that certain employment conditions are inherently practiced within the Police Department. The parties mutually understand that certain conditions may change due to unforeseen situations. If either party disagrees with any change, such change shall become the subject of a special conference as provided for in Article 20. If the issue cannot be resolved through the special conference, the grievance procedure may be used to settle the dispute.

Section 11. Retiree Benefits.

A. Upon reaching age fifty five (55), or any time thereafter, and having completed twenty-five (25) years of service with the City an employee may choose to retire and the City will provide health coverage under the City's health insurance plan, including drug card, optical and dental. Benefits, including Employer contributions, in no event will be greater than those provided to active employees. The premium for said coverage shall be divided in half between the retiree and the City. This coverage shall continue until the retiree becomes Medicare eligible and so long as the retiree's share of the premium is paid.

If an employee with no less than twenty-five (25) years of service should take a deferred retirement before he/she has reached the requisite age of fifty five (55) he/she will, upon being eligible for and receiving retirement benefits, receive health care coverage benefits as then are available to retirees qualifying for such benefits.

B. If an employee retires under this program and dies before reaching age 65, his/her spouse may retain coverage under the above same terms until the spouse becomes Medicare eligible. Spouse is defined as the employee's spouse on the date of retirement only.

C. If an employee with twenty-five (25) years of service should die before retirement, his/her spouse may obtain coverage under the above same terms. However, if the employee who dies has not attained age fifty-five (55), coverage shall be for three (3) years only. If the employee who dies has attained age fifty-five (55), coverage shall be granted until the spouse becomes Medicare eligible.