

CITY COUNCIL MEMBERS
Jane Pacheco, Mayor
Tony Iannelli, Mayor Pro-Tem
Eric Keaton
Kate Mehuron
George Merkel
Beth Morris
Bill Ruddock

AGENDA
CHELSEA CITY COUNCIL
MONDAY, APRIL 1, 2024, AT 7:00PM
CITY COUNCIL CHAMBERS
311 S. MAIN ST.
CHELSEA, MI 48118

CITY MANAGER
MARTIN COLBURN

CITY CLERK
Lyn Sebestyen

DEPUTY CLERK
Laura Kaiser

Call to Order

Pledge of Allegiance to the Flag of the United States

Approval of Consent Agenda

1. Meeting minutes of March 18, 2024, City Council Regular Meeting
2. Approval of Bills

Approval of Regular Agenda

Public Comments - Zoom instructions for public comment (for those attending remotely) are listed below

Presentation

1. Badge Pinning – Officer Lauren Schneider
2. Employee of the Year – Harry Policht
3. Community Social Worker Update – City of Chelsea, Chelsea School District, 5 Healthy Towns and other Community Partners

Public Hearing

Council Business

1. Appointment to Human Rights Commission – Dan Kaminsky (Mayor Pacheco)
2. Presentation and Approval of Strategic Planning Group Final Plan (Chief Kazyak)
3. Public Safety Strategic Plan Implementation Group (Mayor Pacheco)
4. Approval of Contract with Sage Solutions Group for HR Services Contract (Manager Colburn)
5. Adopt at Second Reading Ordinance #184 Disorderly Conduct (Attorney Fink)
6. Approve the First Reading of Solar Zoning Ordinance Text Amendment (Planners Montagno & Marin)
7. Approve the First Reading of Approval Expiration Zoning Ordinance Text Amendment (Planners Montagno & Marin)

Staff Reports

1. City Manager Report

Council Reports

CLOSED SESSION – To consider material exempt from discussion or disclosure by state or federal statute, under MCL 15.268(1)(h).

Adjournment

Zoom Information

You may join the **April 1, 2024**, meeting from your computer, tablet, or smartphone via Website: <https://zoom.us/join>

WEBINAR ID: 856 6345 8033
WEBINAR PASSWORD: 524459

Or you may also dial in using your phone.
CALL IN PHONE NUMBER: 1-312-626-6799

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*To make a public comment "Raise Your Hand" by pressing *9 on your telephone keypad. You will be called upon in the order received. An instruction page will be provided on the next page showing how to participate.*

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Call to Order

Present: Mayor Pacheco, Council Members Iannelli, Keaton, Mehuron, Merkel, Morris, Ruddock, Manager Colburn, Clerk Sebestyen

Absent:

Mayor Pacheco called the meeting to order at 7:00 p.m.

Pledge of Allegiance to the Flag of the United States

Approval of Consent Agenda

1. Meeting minutes of March 4, 2024
2. Approval of Bills

MOTION Keaton SECONDED Iannelli to approve the consent agenda. All Ayes. Motion Carried.

Approval of Regular Agenda

MOTION Ruddock SECONDED Merkel to approve the regular agenda. All Ayes. Motion Carried.

Public Comments (available in person and via Zoom)

Presentation

1. SRSly – Katherine Yocum, Director

Katherine Yocum, Director of SRSly, provided Council with a presentation of SRSly's achievements, goals and initiatives over the last year and moving forward.

Public Hearing

Council Business

1. Human Rights Commission Annual Plan of Activities (Council Member Mehuron)

Mary Keaton, Chairperson of the City of Chelsea Human Rights Commission presented the HRC's Annual Plan of Activities for the period of February 1, 2024, through January 21, 2025. The plan lists both internal and external activities and requested budget.

MOTION Mehuron SECONDED Merkel to receive and file the Human Rights Commission Annual Plan of Activities. All ayes. Motion carried.

2. Adopt Resolution #2024-7 for Local Unit of Government Match with Donated Funds (Manager Colburn)

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Each year, the Michigan Natural Resources Trust Fund invites state and local units of government in Michigan to submit proposals for the acquisition or development of land for natural resource-based public outdoor recreation. The Main Street Park Alliance and the City of Chelsea are compiling an application for a grant from MN RTF for the acquisition of land at the former Federal Screw Works property at 500 S. Main Street, Chelsea, Michigan 48118.

As part of the application process, the City must adopt a resolution of local unit of government match with donated funds. The attached resolution will be forwarded with the rest of the documents required for the application. The deadline for this application is April 1, 2024.

MOTION Iannelli SECONDED Keaton to adopt Resolution #2024-7 for local unit of government match with donated funds for the MSPA application to the Department of Natural Resources for acquisition of the property located at 500 S. Main Street, Chelsea, Michigan 48118.

3. Adopt Resolution #2024-8 for Local Support for DNR MNRTF Projects (Manager Colburn)

Each year, the Michigan Natural Resources Trust Fund invites state and local units of government in Michigan to submit proposals for the acquisition or development of land for natural resource-based public outdoor recreation. The Main Street Park Alliance and the City of Chelsea are compiling an application for a grant from MNRTF for the acquisition of land at the former Federal Screw Works property at 500 S. Main Street, Chelsea, Michigan 48118.

As part of the application process, the City must adopt a resolution of local support for the project. The attached resolution will be forwarded with the rest of the documents required for the application. The deadline for this application is April 1, 2024.

MOTION Mehuron SECONDED Merkel to adopt Resolution #2024-8 for local support for Department of Natural Resources MNRTF Project, Main Street Park.

4. Approval of Amended Development Agreement with Main Street Park Alliance (Manager Colburn)

The MSPA and the City of Chelsea have entered into Development agreement as they work through the process of obtaining the Federal Screw Works Property, an abandoned industrial site. They plan to remediate contamination and build a public multi-usage park facility. To date, MSPA has raised \$5.1 million of an approximately \$8 million plus project. This is inclusive of the city working with MSPA to acquire a \$1 million Michigan

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EGLE grant capping the property with clear earth, as well as an \$804,000 grant from Washtenaw County Brownfield to dig out contaminated areas.

Under section 15 of the agreement, the City is responsible for undertaking funding opportunities through grants. The City is applying to the Michigan Department of Natural Resources for a Michigan Natural Resources Trust Fund grant to support acquiring these properties currently held by MSPA. The City in turn can acquire the land, utilizing the state funds. This provides the opportunity for MSPA to receive additional funds, which can be utilized to support future operational necessities.

The amended agreement will add the property known as 511 Congdon Street as part of the larger parcel. Additional language clarifies administrative process working with EGLE grant brownfield funds that allows the funds to reimburse MSPA for eligible expenses. It also allows the city to proceed with the storm sewer without requiring a formal easement for the construction. Further, if there are regulations or ordinances that are not accommodating, MSPA can file the park plan through the Planned Unit Development process, which allows deviation from ordinance regulations.

MOTION Keaton SECONDED Merkel to approve the Development Agreement between MSPA and the City of Chelsea. All ayes. Motion carried.

5. Approval of Contract with Schindler Elevator Corporation (Superintendent Freeman)

The elevator at 305 S. Main Street Suite 100 requires modernization. An RFP was posted for over a month on the City's website, as well as the MML website, and sent directly to Schindler, Otis, and MEI. Schindler is the only company that responded, and they currently maintain the City's elevator. This modernization will replace the obsolete control and power units, rewire the lift as needed, along with creating a safe AD compliant elevator.

MOTION Iannelli SECONDED Merkel to hire Schindler to perform elevator modernization at 305 S. Main Street for \$137,764.00 with \$68,882.00 due immediately. All ayes. Motion carried.

6. Electric Department Purchase of Two Regulators (Operations Manager Stevens)

The Electric Department is requesting a purchase order for Sunbelt Solomon for the purchase of two regulators for the substation. The department is currently waiting for a backorder of regulators from another company.

MOTION Mehuron SECONDED Merkel to approve a purchase order in the amount of \$62,350 to Sunbelt Solomon for regulators for the Electric Department.

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7. Approval of First Reading of Ordinance #184 Disorderly Conduct (Chief Kazyak)

The Purpose of this Ordinance is to move the City's Disorderly Conduct Ordinance from Chapter 20 to Chapter 18 and to clarify language. Currently, the City of Chelsea Code of Ordinances does not address Disorderly Conduct violations that occur outside of parks and schools. To protect against events of Disorderly Conduct more universally, staff are recommending removing the Disorderly Conduct Violation from Chapter 20. Parks and Recreation and placing it in Chapter 18. Offenses so that any disorderly conduct throughout the city can be considered a violation of the City Code.

MOTION Merkel SECONDED Keaton to approve at First Reading Ordinance #184 to amend Chapters 18 and 20 of the City Code of Ordinances. All ayes. Motion carried.

Council Member Mehuron requested that legal counsel be present for the Second Reading of the Ordinance to discuss language. A friendly amendment to the motion was requested and accepted.

Staff Reports

Chief Kazyak presented the February police report. He reminded Council of the road closure on W. Middle Street. He informed Council that staff were attending Countywide Active Shooter training. Last, he reported that a new officer was being sworn in on March 25th.

Manager Colburn reported on the Michigan Municipal League Capital Conference. He spoke about upcoming proposed legislation and its potential impact on the City. He provided Council Members with a written update on the specific bill activity.

Council Reports

Council Member Mehuron attended the Huron River Watershed Council (HRWC) honors ceremony where they discussed the change makers bootcamp to be held in Chelsea. The HRWC would like to be invited during discussions about the Master Plan.

Council Member Mehuron attended the Human Rights Commission meeting on March 6th where they completed the HRC Annual Plan. Last, she attended a Pathways to Renewal subcommittee meeting on March 11th.

Council Member Merkel attended the Parks Commission meeting on March 5th.

Council Member Ruddock attended a school board meeting. He gave a shout out to the Chelsea High School boys basketball team who played in the State semi-final game. He also attended the Urban County meeting and the MSHDA Region K meeting.

Council Member Morris reported that the WAVE meeting had been cancelled. She reported that the Chelsea Area Fire Authority had received a \$500,000 grant. She has a CAFA meeting tomorrow.

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Council Member Keaton reported that his WATS policy meeting had been cancelled and that he has a SEMCOG general assembly meeting on Wednesday.

Council Member Iannelli reported that he had attended the Planning Commission meeting on March 5th where they discussed upcoming permits and variance expirations, as well as the solar ordinance. He meets with the Planning Commission again on March 19th.

Council Member Iannelli also attended the Zero Waste Coalition meeting on March 12th where they had a presentation by Jeff Jackson of Happy Planet Running. They are hosting a phone collection event in front of Stivers Restaurant on April 12th and April 18th. The Zero Waste Coalition will be attending the Spring Expo and Sounds & Sights. Last, the Western Washtenaw Recycling Authority will have a meeting on March 27th.

Mayor Pacheco reported that she had continued her weekly meetings with Manager Colburn. She attended the Chamber of Commerce annual meeting and Citizen Awards. She attended the MSHDA Region K meeting as well and met with Community Mental Health to discuss the public safety mental health preservation millage.

Mayor Pacheco met with County Commissioner Maciejewski. They discussed several topics including the upcoming County millages. On March 20th she has a round table meeting with community partners to discuss the job description and funding logistics. Upcoming she has a Community Center Task Force meeting and a DDA meeting.

Adjournment

MOTION Ruddock SECONDED Iannelli to adjourn at 8:48 p.m. All Ayes. Motion Carried.

Approved:

Jane Pacheco, Mayor

Lyn Sebestyen, Clerk

Memorandum

To: Chelsea City Council
From: City Administration
Date: April 1, 2024
Re: Approval of City Bills and Payroll

The City requests City Council approval to release payment for invoices totaling **\$475,776.89** for the period:

Friday, March 15, 2024 through Thursday, March 28, 2024

The City requests City Council approval for payments made weekly in the amount of **\$938,099.39** for expenses authorized under the City's Bill Approval policy for the same periods.

A detailed listing of these invoices is available on the City website under the City Council packet link.

The City further requests approval for bi-weekly payroll of **\$150,105.18** for payroll dated March 22, 2024.

03/28/2024 09:21 AM
User: RKapolka
DB: Chelsea

INVOICE GL DISTRIBUTION REPORT FOR CITY OF CHELSEA
EXP CHECK RUN DATES 04/02/2024 - 04/02/2024
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

Page: 2/5

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 GENERAL FUND					
Dept 301 POLICE					
101-301-801.000	PROFESSIONAL SERVICES	THOMSON REUTERS - WEST	ACCT 1005833185	165.00	
101-301-810.000	OFFICE EQUIPMENT SERVICES	CANON FINANCIAL SERVICES	CANON PRINTER USAGE-CUSTOMER#573197	728.71	
101-301-933.000	EQUIPMENT MAINTENANCE	GRUBER POWER SERVICES	MAINTENANCE AGREEMENT	525.00	
Total For Dept 301 POLICE				5,864.91	
Dept 441 PUBLIC WORKS					
101-441-740.000	OPERATING SUPPLIES	NAPOLEON LAWN & LEISURE,	CUSTOMER# CHEL CI	29.95	
101-441-740.002	MECHANIC SUPPLIES	LAWSON PRODUCTS INC	CUST #10147452-SHOP SUPPLIES	595.65	
101-441-740.002	MECHANIC SUPPLIES	SHARE CORPORATION	SHOP SUPPLIES	95.53	
101-441-740.002	MECHANIC SUPPLIES	STATE WIRE AND TERMINAL	SHOP SUPPLIES	69.56	
101-441-740.002	MECHANIC SUPPLIES	STERRETT, DOUG	SHOP SUPPLIES	69.00	
101-441-740.002	MECHANIC SUPPLIES	WURTH USA INC	CUSTOMER#164223-SHOP SUPPLIES	140.57	
101-441-801.000	PROFESSIONAL SERVICES	CINTAS CORPORATION	PAYER#10616125	83.42	
101-441-863.000	EQUIPMENT MAINTENANCE	JACK DOHENY COMPANIES, I	CUST CHEL001-VACTOR REPAIR PARTS	36.38	
101-441-931.000	BUILDING MAINTENANCE	FAMILY FARM & HOME	CUST #230003	21.99	
101-441-935.000	GENERAL REPAIRS & MAINTENANCE	DETROIT SALT COMPANY LLC	ROCK SALT	2,764.30	
101-441-971.000	CAPITAL OUTLAY	NAPOLEON LAWN & LEISURE,	CUST# CHEL CI-DPW MOWING EQUIP	1,977.98	
Total For Dept 441 PUBLIC WORKS				5,884.33	
Dept 701 PLANNING & ZONING					
101-701-702.000	SALARIES & WAGES	CLAIRE ROBINSON	PLANNING & ZONING: 3.19.24	25.00	
101-701-702.000	SALARIES & WAGES	HEATHER HUNNELL	PLANNING & ZONING: 3.19.24	25.00	
101-701-702.000	SALARIES & WAGES	JULIANNE CHARD	PLANNING & ZONING: 3.19.24	25.00	
101-701-702.000	SALARIES & WAGES	LAURA BAKER	PLANNING & ZONING: 3.19.24	25.00	
101-701-702.000	SALARIES & WAGES	MARCIA WHITE	PLANNING & ZONING: 3.19.24	25.00	
101-701-702.000	SALARIES & WAGES	SARAH HASELSCHWARDT	PLANNING & ZONING: 3.19.24	25.00	
101-701-810.000	OFFICE EQUIPMENT SERVICES	CANON FINANCIAL SERVICES	CANON PRINTER USAGE-CUSTOMER#573197	485.80	
Total For Dept 701 PLANNING & ZONING				635.80	
Dept 751 PARKS					
101-751-971.001	SPECIAL PROJECT-TIMBERTOWN REIM	CHELSEA LUMBER COMPANY	CUSTOMER#284-PICKLEBALL FENCE	14,805.00	
Total For Dept 751 PARKS				14,805.00	
Total For Fund 101 GENERAL FUND				41,502.59	
Fund 218 STORMWATER					
Dept 443 STORMWATER					
218-443-933.001	EQUIPMENT MAINTENANCE - SYSTEM	FENDT BUILDERS SUPPLY IN	ACCOUNT#3550	83.64	
218-443-933.001	EQUIPMENT MAINTENANCE - SYSTEM	FMG CONCRETE CUTTING	CURB REMOVALS FOR CATCH BASIN REBUILD	671.00	
Total For Dept 443 STORMWATER				754.64	
Total For Fund 218 STORMWATER				754.64	
Fund 226 SOLID WASTE					
Dept 528 SOLID WASTE					
226-528-740.000	OPERATING SUPPLIES	CINTAS CORPORATION	PAYER#10616121	47.96	
226-528-801.000	PROFESSIONAL SERVICES	WCA ASSESSING LLC	CONTRACT APPRAISAL SRVS	272.57	
226-528-820.000	TIPPING FEES EXPENSE	GFL ENVIRONMENTAL INC.	WASTE DISPOSAL	3,673.23	
226-528-934.000	WELL MONITORING	BOULLION SALES INC	ACCT#4751771	179.94	
226-528-934.000	WELL MONITORING	NAPOLEON LAWN & LEISURE,	CUSTOMER# CHEL CI-BLADES	85.95	
226-528-934.000	WELL MONITORING	SME	CUST#C0064-WERKNER RD LANDFILL	1,190.00	
Total For Dept 528 SOLID WASTE				5,449.65	

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Page: 3/5

GL Number	Invoice Line Desc	Vendor	OPEN	Invoice Description	Amount	Check #
Fund 226 SOLID WASTE						
Total For Fund 226 SOLID WASTE					5,449.65	
Fund 257 DARE						
Dept 334 DARE						
257-334-958.000	MISCELLANEOUS EXPENSE	MODERN MARKETING, INC		MARKETING MATERIALS	600.01	
Total For Dept 334 DARE					600.01	
Total For Fund 257 DARE					600.01	
Fund 405 CAPITAL PROJECT						
Dept 324 CAPITAL PROJECTS						
405-324-994.000	DEBT SERVICE - FEES	THE BANK OF NEW YORK MEL		2011 CAPITAL IMPROVEMENT BONDS LTGO	825.00	
Total For Dept 324 CAPITAL PROJECTS					825.00	
Total For Fund 405 CAPITAL PROJECT					825.00	
Fund 407 STREET IMPROVEMENT						
Dept 446 STREET IMPROVEMENTS						
407-446-801.000	PROFESSIONAL SERVICES	WCA ASSESSING LLC		CONTRACT APPRAISAL SRVS	545.13	
407-446-801.007	MIDDLESTREET RECONSTRUCTION	MIDWESTERN CONSULTING		W MIDDLE STREET	10,004.77	
Total For Dept 446 STREET IMPROVEMENTS					10,549.90	
Total For Fund 407 STREET IMPROVEMENT					10,549.90	
Fund 494 DDA						
Dept 729 DDA						
494-729-801.000	PROFESSIONAL SERVICES	WCA ASSESSING LLC		CONTRACT APPRAISAL SRVS	545.13	
494-729-994.002	BOND FEES	HUNTINGTON NATIONAL BANK		ACCOUNT#3584080600-2014 DDA BOND	125.00	
494-729-994.002	BOND FEES	HUNTINGTON NATIONAL BANK		ACCOUNT#3584040501	125.00	
Total For Dept 729 DDA					795.13	
Total For Fund 494 DDA					795.13	
Fund 582 ELECTRIC						
Dept 535 ELECTRIC						
582-535-744.000	CLOTHING	BORDER STATES INDUSTRIES		PPE-ELECTRIC	93.53	
582-535-744.000	CLOTHING	CINTAS CORPORATION		PAYER#12030722	136.20	
582-535-744.000	CLOTHING	POWER LINE SUPPLY CO		CUSTOMER#100148-PPE	1,652.38	
582-535-801.000	PROFESSIONAL SERVICES	OCCUPATIONAL HEALTH CENT		DOT PHYSICAL	126.00	
582-535-801.000	PROFESSIONAL SERVICES	OCCUPATIONAL HEALTH CENT		DOT PHYSICALS	504.00	
582-535-890.000	ENERGY OPTIMIZATION COMPLIANCE	ADAM MYERS		ENERGY OPTIMIZATION	200.00	
582-535-890.000	ENERGY OPTIMIZATION COMPLIANCE	KENT MARTINEZ-KRATZ		ENERGY OPTIMIZATION	200.00	
582-535-890.000	ENERGY OPTIMIZATION COMPLIANCE	SILAS TALLEY		ENERGY OPTIMIZATION	100.00	
582-535-931.000	BUILDING MAINTENANCE	CINTAS CORPORATION		PAYER#12030722	40.00	
582-535-931.000	BUILDING MAINTENANCE	CINTAS CORPORATION		PAYER#12030722	40.00	
582-535-933.000	SYSTEM MAINTENANCE	BORDER STATES INDUSTRIES		HERITAGE POINTE PH 2	13,097.49	
582-535-933.000	SYSTEM MAINTENANCE	BORDER STATES INDUSTRIES		STANDARD CONDUCTOR	4,650.00	
582-535-933.000	SYSTEM MAINTENANCE	BORDER STATES INDUSTRIES		HERITAGE PH 2	4,537.78	
582-535-933.000	SYSTEM MAINTENANCE	BORDER STATES INDUSTRIES			6.85	
582-535-933.000	SYSTEM MAINTENANCE	BORDER STATES INDUSTRIES		TRANSFORMER PAD	4,537.78	
582-535-933.000	SYSTEM MAINTENANCE	HARDROCK HDD, INC.		ELECTRIC SUPPLIES	10,115.50	
582-535-933.000	SYSTEM MAINTENANCE	LAWSON PRODUCTS INC		CUST #10147452-MISC ELECTRIC MATERIAL	1,505.33	
582-535-933.000	SYSTEM MAINTENANCE	POWER LINE SUPPLY CO		CUSTOMER#100148-	1,421.62	
582-535-933.000	SYSTEM MAINTENANCE	POWER LINE SUPPLY CO		CUSTOMER#100148-CONNECTORS-ELECTRIC	970.48	
582-535-933.003	2023 SUB STATION	AMTRACK		SUBSTATION UPGRADE	9,084.24	

03/28/2024 09:21 AM
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Page: 4/5

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Fund 582 ELECTRIC					
Dept 535 ELECTRIC					
582-535-933.003	2023 SUB STATION	HARDROCK HDD, INC.	SUBSTATION UPGRADES	26,809.00	
582-535-957.000	TRAINING	CHARLES STEVENS	EXPENSE REIMBURSEMENT	68.39	
582-535-957.000	TRAINING	SCOTT ADAMS	EXPENSE REIMBURSEMENT	65.00	
582-535-991.000	DEBT SERVICE - PRINCIPAL	HUNTINGTON NATIONAL BANK	ACCT#3584151800-CHELSEAMI16	135,000.00	
582-535-991.004	DEBT SERVICE-SUBSTATION PRINCIP	HUNTINGTON NATIONAL BANK	ACCT#3584311308	90,000.00	
582-535-993.000	DEBT SERVICE - INTEREST	HUNTINGTON NATIONAL BANK	ACCT#3584151800-CHELSEAMI16	22,454.25	
582-535-993.010	DEBT INTEREST- SUBSTATION	HUNTINGTON NATIONAL BANK	ACCT#3584311308	59,950.00	
Total For Dept 535 ELECTRIC				387,365.82	
Total For Fund 582 ELECTRIC				387,365.82	
Fund 590 WASTEWATER					
Dept 548 WASTEWATER					
590-548-740.000	OPERATING SUPPLIES	SHARE CORPORATION	WWTP PPE	187.54	
590-548-801.000	PROFESSIONAL SERVICES	CINTAS CORPORATION	PAYER#12030722-WWTP FIRST AID	63.03	
590-548-801.000	PROFESSIONAL SERVICES	GLOBAL ENVIRONMENTAL CON	WWTP LAB ANALYSIS	1,000.00	
590-548-801.000	PROFESSIONAL SERVICES	IMEG	WWTP ENGINEERING	304.00	
590-548-801.007	MIDDLESTREET RECONSTRUCTION	MIDWESTERN CONSULTING	W MIDDLE STREET	1,132.62	
590-548-935.001	SEWER REPAIRS & MAINTENANCE	MENARDS	SEWER REPAIR MATERIALS	400.01	
590-548-938.000	PLANT MAINTENANCE	HAVILAND PRODUCTS	WWTP ALUM	6,444.10	
590-548-938.000	PLANT MAINTENANCE	INTERNATIONAL CONTROLS &	GATE REPAIR - WWTP	1,463.45	
Total For Dept 548 WASTEWATER				10,994.75	
Total For Fund 590 WASTEWATER				10,994.75	
Fund 591 WATER FUND					
Dept 556 WATER					
591-556-801.007	MIDDLESTREET RECONSTRUCTION	ETNA SUPPLY COMPANY	CUSTOMER#5692-W MIDDLE STREET	591.10	
591-556-801.007	MIDDLESTREET RECONSTRUCTION	FERGUSON WATERWORKS	W MIDDLE STREET-MATERIALS	543.60	
591-556-801.007	MIDDLESTREET RECONSTRUCTION	FERGUSON WATERWORKS	W MIDDLE - WATER MATERIALS	1,097.44	
591-556-801.007	MIDDLESTREET RECONSTRUCTION	MICHIGAN PIPE & VALVE	CHE00001-W MIDDLE MATERIALS	103.85	
591-556-801.007	MIDDLESTREET RECONSTRUCTION	MICHIGAN PIPE & VALVE	CHE00001-W MIDDLE STREET	924.05	
591-556-801.007	MIDDLESTREET RECONSTRUCTION	MICHIGAN PIPE & VALVE	CHE00001-W MIDDLE STREET	2,413.79	
591-556-801.007	MIDDLESTREET RECONSTRUCTION	MIDWESTERN CONSULTING	W MIDDLE STREET	7,739.54	
591-556-801.007	MIDDLESTREET RECONSTRUCTION	SLC METER	W MIDDLE STREET	261.81	
591-556-933.000	SYSTEM MAINTENANCE	MICHIGAN PIPE & VALVE	CHE00001-W MIDDLE STREET	1,200.24	
591-556-933.000	SYSTEM MAINTENANCE	NAPOLEON LAWN & LEISURE,	CUSTOMER# CHEL CI	2,063.98	
Total For Dept 556 WATER				16,939.40	
Total For Fund 591 WATER FUND				16,939.40	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
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Fund Totals:					
Fund 101	GENERAL FUND			41,502.59	
Fund 218	STORMWATER			754.64	
Fund 226	SOLID WASTE			5,449.65	
Fund 257	DARE			600.01	
Fund 405	CAPITAL PROJE			825.00	
Fund 407	STREET IMPROV			10,549.90	
Fund 494	DDA			795.13	
Fund 582	ELECTRIC			387,365.82	
Fund 590	WASTEWATER			10,994.75	
Fund 591	WATER FUND			16,939.40	
Total For All Funds:				475,776.89	

03/21/2024 01:03 PM

User: RKapolka

DB: Chelsea

CHECK PROOF FOR CITY OF CHELSEA

BANK CODE: GEN CHECK DATE: 03/22/2024 INVOICE PAY DATE FROM 03/22/2024 TO 03/22/2024

Weekly

Page: 1/1

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
03/22/2024	GEN	00000015942 (A)	1400	COMCAST BUSINESS	201.85	0.00	201.85	1

0.*

Num Invoices: 1

Total Amount: 201.85

201.85+

265.79+

49.48+

130.00+

359,336.80+

434,183.05+

1,151.16+

68,882.00+

73,809.50+

89.76+

938,099.39*+

03/21/2024 01:02 PM
User: RKapolka
DB: Chelsea

INVOICE JOURNAL REPORT FOR CITY OF CHELSEA
CHECK RUN DATES 03/22/2024 - 03/22/2024

Page: 1/1

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
03/22/2024	AP	COMCAST BUSINESS	Invoice: MARCH 2024 Ref#: 84334(8529102410052608)		
AP Trx #: 82524		COMMUNICATION EXPENSE	590-548-850.000	201.85	
		Vnd: 1400 Invoice: MARCH 2024	590-000-202.000		201.85
		Expected Check Run: 03/22/2024			
				<u>201.85</u>	<u>201.85</u>
				<u>201.85</u>	<u>201.85</u>
Cash/Payable Account Totals:					
		ACCOUNTS PAYABLE	590-000-202.000		201.85
			GRAND TOTAL:		<u>201.85</u>

03/18/2024 11:36 AM
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DB: Chelsea

CHECK PROOF FOR CITY OF CHELSEA
BANK CODE: GEN CHECK DATE: 03/01/2024 INVOICE PAY DATE FROM 02/29/2024 TO 03/01/2024

weekly

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
03/01/2024	GEN	00000015863(E)	1165	BURNHAM & FLOWER GROUP	265.79	0.00	265.79	1
Num Checks: 1		Num Stubs: 0		Num Invoices: 1		Total Amount: 265.79		

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
03/01/2024	AP	BURNHAM & FLOWER GROUP	Invoice: MARCH 2024 Ref#: 84290 (FLEXIBLE BENEFIT REIMBURSEMENT)		
AP Trx #: 82383		FLEXIBLE BENEFITS AVAILABLE	101-000-231.001	265.79	
		Vnd: 1165 Invoice: MARCH 2024	101-000-202.000		265.79
		Expected Check Run: 03/01/2024			
				265.79	265.79
				265.79	265.79
Cash/Payable Account Totals:					
		ACCOUNTS PAYABLE	101-000-202.000		265.79
			GRAND TOTAL:		265.79

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
03/07/2024	GEN	00000015864 (E) 1165		BURNHAM & FLOWER GROUP	49.48	0.00	49.48	1
Num Checks: 1		Num Stubs: 0		Num Invoices: 1		Total Amount: 49.48		

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
03/07/2024	AP	BURNHAM & FLOWER GROUP	Invoice: MARCH 2024 Ref#: 84185 (FLEXIBLE BENEFIT REIMBURSEMENT)		
AP Trx #: 82385		FLEXIBLE BENEFITS AVAILABLE	101-000-231.001	49.48	
		Vnd: 1165 Invoice: MARCH 2024	101-000-202.000		49.48
		Expected Check Run: 03/07/2024			
				<u>49.48</u>	<u>49.48</u>
				<u>49.48</u>	<u>49.48</u>
Cash/Payable Account Totals:					
		ACCOUNTS PAYABLE	101-000-202.000		49.48
			GRAND TOTAL:		<u>49.48</u>

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DB: Chelsea

CHECK PROOF FOR CITY OF CHELSEA
BANK CODE: GEN CHECK DATE: 03/07/2024 INVOICE PAY DATE FROM 03/07/2024 TO 03/07/2024

Wukly

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
03/07/2024	GEN	00000015865 (E) 1342		INVOICE CLOUD	130.00	0.00	130.00	1

Num Checks: 1 Num Stubs: 0 Num Invoices: 1 Total Amount: 130.00

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User: RKapolka
DB: Chelsea

CHECK PROOF FOR CITY OF CHELSEA

Weekly

Page: 1/1

BANK CODE: GEN CHECK DATE: 03/22/2024 INVOICE PAY DATE FROM 03/20/2024 TO 03/20/2024

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
03/22/2024	GEN	00000015936(A)	1402	COMCAST BUSINESS	169.90	0.00	169.90	1
03/22/2024	GEN	00000015937(A)	1403	COMCAST BUSINESS	159.65	0.00	159.65	1
03/22/2024	GEN	00000015938(A)	1405	COMCAST BUSINESS	159.65	0.00	159.65	1
03/22/2024	GEN	00000015939(A)	1407	COMCAST BUSINESS	171.40	0.00	171.40	1
03/22/2024	GEN	00000015940(A)	134	MICHIGAN PUBLIC POWER AGENCY	66,376.20	0.00	66,376.20	1
03/22/2024	GEN	00000015941(A)	1085	THE BANK OF NEW YORK MELLON	292,300.00	0.00	292,300.00	1
Num Checks: 6		Num Stubs: 0		Num Invoices: 6	Total Amount: 359,336.80			

03/14/2024 12:26 PM

CHECK PROOF FOR CITY OF CHELSEA

Page: 1/1

User: RKapolka

BANK CODE: GEN CHECK DATE: 03/15/2024 INVOICE PAY DATE FROM 03/13/2024 TO 03/13/2024

DB: Chelsea

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
03/15/2024	GEN	00000015846(A)	1109	ALERUS FINANCIAL	16,953.14	0.00	16,953.14	1
03/15/2024	GEN	00000015847(A)	1109	ALERUS FINANCIAL	3,866.54	0.00	3,866.54	1
03/15/2024	GEN	00000015848(A)	134	MICHIGAN PUBLIC POWER AGENCY	213,705.17	0.00	213,705.17	1
03/15/2024	GEN	00000015849(A)	134	MICHIGAN PUBLIC POWER AGENCY	191,880.70	0.00	191,880.70	1
03/15/2024	GEN	00000015850(A)	1111	MISSION SQUARE	1,241.01	0.00	1,241.01	1
03/15/2024	GEN	00000015851(A)	675	MISSION SQUARE	4,931.05	0.00	4,931.05	1
03/15/2024	GEN	00000015852(A)	961	POLICE OFFICERS ASSOCIATION OF MI	620.44	0.00	620.44	1
03/15/2024	GEN	00000015853(A)	179	TEAMSTERS LOCAL 214	985.00	0.00	985.00	1

Num Checks: 8

Num Stubs: 0

Num Invoices: 8

Total Amount: 434,183.05

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
03/14/2024	GEN	00000102451	26	AT&T	27.81	0.00	27.81	1
03/14/2024	GEN	00000102452	611	COMCAST	21.14	0.00	21.14	1
03/14/2024	GEN	00000102453	1156	STAR2STAR COMMUNICATIONS	1,102.21	0.00	1,102.21	1
Num Checks: 3		Num Stubs: 0		Num Invoices: 3	Total Amount: 1,151.16			

03/14/2024 12:20 PM
User: RKapolka
DB: Chelsea

INVOICE JOURNAL REPORT FOR CITY OF CHELSEA
CHECK RUN DATES 03/13/2024 - 03/13/2024

Page: 1/4

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
03/13/2024	AP	ALERUS FINANCIAL	Invoice: 626281.20240308 Ref#: 84241(PAYROLL DATED:3.8.24)		
AP Trx #: 82219					
		RETIREMENT SAVINGS	101-172-718.000	220.63	
		RETIREMENT SAVINGS	101-191-718.000	632.49	
		RETIREMENT SAVINGS	101-301-718.000	4,975.24	
		RETIREMENT SAVINGS	101-701-718.000	45.36	
		RETIREMENT SAVINGS	101-441-718.000	1,315.95	
		RETIREMENT SAVINGS	218-443-718.000	91.73	
		RETIREMENT SAVINGS	226-528-718.000	894.93	
		RETIREMENT SAVINGS	407-446-718.000	251.48	
		RETIREMENT SAVINGS	582-535-718.000	1,873.77	
		RETIREMENT SAVINGS	590-548-718.000	993.47	
		RETIREMENT SAVINGS	591-556-718.000	898.80	
		VOLUNTARY PR DED PAYABLE	101-000-231.000	2,457.53	
		VOLUNTARY PR DED PAYABLE	226-000-231.000	220.93	
		VOLUNTARY PR DED PAYABLE	582-000-231.000	1,585.35	
		VOLUNTARY PR DED PAYABLE	590-000-231.000	320.35	
		VOLUNTARY PR DED PAYABLE	591-000-231.000	175.13	
		Vnd: 1109 Invoice: 626281.20240308	101-000-202.000		9,647.20
		Vnd: 1109 Invoice: 626281.20240308	218-000-202.000		91.73
		Vnd: 1109 Invoice: 626281.20240308	226-000-202.000		1,115.86
		Vnd: 1109 Invoice: 626281.20240308	407-000-202.000		251.48
		Vnd: 1109 Invoice: 626281.20240308	582-000-202.000		3,459.12
		Vnd: 1109 Invoice: 626281.20240308	590-000-202.000		1,313.82
		Vnd: 1109 Invoice: 626281.20240308	591-000-202.000		1,073.93
Expected Check Run: 03/13/2024				16,953.14	16,953.14

03/14/2024 12:20 PM
User: RKapolka
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INVOICE JOURNAL REPORT FOR CITY OF CHELSEA
CHECK RUN DATES 03/13/2024 - 03/13/2024

Page: 2/4

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
03/13/2024	AP	ALERUS FINANCIAL	Invoice: 658090.20240308 Ref#: 84242(PAYROLL DATED: 3.8.24)		
AP Trx #: 82220					
		VOLUNTARY PR DED PAYABLE	101-000-231.000	444.32	
		VOLUNTARY PR DED PAYABLE	226-000-231.000	78.70	
		VOLUNTARY PR DED PAYABLE	591-000-231.000	86.82	
		HEALTHCARE SAVINGS	101-172-718.002	62.06	
		HEALTHCARE SAVINGS	101-191-718.002	177.90	
		HEALTHCARE SAVINGS	101-301-718.002	1,167.62	
		HEALTHCARE SAVINGS	101-701-718.002	12.76	
		HEALTHCARE SAVINGS	101-441-718.002	355.52	
		EMPLOYEE BENEFITS	202-482-725.000	7.81	
		EMPLOYEE BENEFITS	203-482-725.000	5.21	
		HEALTHCARE SAVINGS	218-443-718.002	26.84	
		HEALTHCARE SAVINGS	226-528-718.002	254.29	
		HEALTHCARE SAVINGS	407-446-718.002	90.53	
		HEALTHCARE SAVINGS	582-535-718.002	552.22	
		HEALTHCARE SAVINGS	590-548-718.002	285.27	
		HEALTHCARE SAVINGS	591-556-718.002	258.67	
		Vnd: 1109 Invoice: 658090.20240308	101-000-202.000		2,220.18
		Vnd: 1109 Invoice: 658090.20240308	226-000-202.000		332.99
		Vnd: 1109 Invoice: 658090.20240308	591-000-202.000		345.49
		Vnd: 1109 Invoice: 658090.20240308	202-000-202.000		7.81
		Vnd: 1109 Invoice: 658090.20240308	203-000-202.000		5.21
		Vnd: 1109 Invoice: 658090.20240308	218-000-202.000		26.84
		Vnd: 1109 Invoice: 658090.20240308	407-000-202.000		90.53
		Vnd: 1109 Invoice: 658090.20240308	582-000-202.000		552.22
		Vnd: 1109 Invoice: 658090.20240308	590-000-202.000		285.27
		Expected Check Run: 03/13/2024		3,866.54	3,866.54
03/13/2024	AP	AT&T	Invoice: FEB 2024 Ref#: 84304(SEE ENCLOSED STUBS)		
AP Trx #: 82221					
		COMMUNICATION EXPENSE	101-301-850.000	27.81	
		Vnd: 26 Invoice: FEB 2024	101-000-202.000		27.81
		Expected Check Run: 03/13/2024		27.81	27.81
03/13/2024	AP	COMCAST	Invoice: MARCH 2024 Ref#: 84273(8529102410040074)		
AP Trx #: 82222					
		COMMUNICATION EXPENSE	101-301-850.000	21.14	
		Vnd: 611 Invoice: MARCH 2024	101-000-202.000		21.14
		Expected Check Run: 03/13/2024		21.14	21.14

03/14/2024 12:20 PM
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DB: Chelsea

INVOICE JOURNAL REPORT FOR CITY OF CHELSEA
CHECK RUN DATES 03/13/2024 - 03/13/2024

Page: 3/4

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
03/13/2024	AP	MICHIGAN PUBLIC POWER AGENCY	Invoice: MARCH 2024 Ref#: 84272 (MONTHLY POWER PURCHASE)		
AP Trx #: 82223		ELECTRIC FOR RESALE	582-535-756.000	213,705.17	
		Vnd: 134 Invoice: MARCH 2024	582-000-202.000		213,705.17
		Expected Check Run: 03/13/2024		213,705.17	213,705.17
03/13/2024	AP	MICHIGAN PUBLIC POWER AGENCY	Invoice: 20240312CHEL Ref#: 84277 (WEEKLY POWER PURCHASE)		
AP Trx #: 82224		ELECTRIC FOR RESALE	582-535-756.000	191,880.70	
		Vnd: 134 Invoice: 20240312CHEL	582-000-202.000		191,880.70
		Expected Check Run: 03/13/2024		191,880.70	191,880.70
03/13/2024	AP	MISSION SQUARE	Invoice: 6471392 Ref#: 84243 (PLAN #: 705465)		
AP Trx #: 82225		VOLUNTARY PR DED PAYABLE	101-000-231.000	971.76	
		VOLUNTARY PR DED PAYABLE	590-000-231.000	269.25	
		Vnd: 1111 Invoice: 6471392	101-000-202.000		971.76
		Vnd: 1111 Invoice: 6471392	590-000-202.000		269.25
		Expected Check Run: 03/13/2024		1,241.01	1,241.01
03/13/2024	AP	MISSION SQUARE	Invoice: 6624441 Ref#: 84244 (PLAN #: 303118)		
AP Trx #: 82226		VOLUNTARY PR DED PAYABLE	101-000-231.000	4,378.57	
		VOLUNTARY PR DED PAYABLE	226-000-231.000	78.70	
		VOLUNTARY PR DED PAYABLE	582-000-231.000	223.78	
		VOLUNTARY PR DED PAYABLE	590-000-231.000	250.00	
		Vnd: 675 Invoice: 6624441	101-000-202.000		4,378.57
		Vnd: 675 Invoice: 6624441	226-000-202.000		78.70
		Vnd: 675 Invoice: 6624441	582-000-202.000		223.78
		Vnd: 675 Invoice: 6624441	590-000-202.000		250.00
		Expected Check Run: 03/13/2024		4,931.05	4,931.05
03/13/2024	AP	POLICE OFFICERS ASSOCIATION OF MI	Invoice: MARCH 2024 Ref#: 84245 (PAYROLL - 3.8.24)		
AP Trx #: 82227		VOLUNTARY PR DED PAYABLE	101-000-231.000	620.44	
		Vnd: 961 Invoice: MARCH 2024	101-000-202.000		620.44
		Expected Check Run: 03/13/2024		620.44	620.44

03/14/2024 12:20 PM
User: RKapolka
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INVOICE JOURNAL REPORT FOR CITY OF CHELSEA
CHECK RUN DATES 03/13/2024 - 03/13/2024

Page: 4/4

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
03/13/2024	AP	STAR2STAR COMMUNICATIONS	Invoice: SUB01718818 Ref#: 84281(CUSTOMER #517443)		
AP Trx #: 82228					
		COMMUNICATION EXPENSE	101-441-850.000	19.30	
		COMMUNICATION EXPENSE	101-191-850.000	199.42	
		COMMUNICATION EXPENSE	101-701-850.000	22.33	
		COMMUNICATION EXPENSE	101-301-850.000	745.40	
		COMMUNICATION EXPENSE	226-528-850.000	38.59	
		COMMUNICATION EXPENSE	582-535-850.000	19.29	
		COMMUNICATION EXPENSE	591-556-850.000	19.29	
		COMMUNICATION EXPENSE	590-548-850.000	38.59	
		Vnd: 1156 Invoice: SUB01718818	101-000-202.000		986.45
		Vnd: 1156 Invoice: SUB01718818	226-000-202.000		38.59
		Vnd: 1156 Invoice: SUB01718818	582-000-202.000		19.29
		Vnd: 1156 Invoice: SUB01718818	591-000-202.000		19.29
		Vnd: 1156 Invoice: SUB01718818	590-000-202.000		38.59
		Expected Check Run: 03/13/2024			
				1,102.21	1,102.21
03/13/2024	AP	TEAMSTERS LOCAL 214	Invoice: MARCH 2024 Ref#: 84246(Teamster Union Dues)		
AP Trx #: 82229					
		VOLUNTARY PR DED PAYABLE	101-000-231.000	437.00	
		VOLUNTARY PR DED PAYABL	226-000-231.000	245.00	
		VOLUNTARY PR DED PAYABLE	590-000-231.000	149.00	
		VOLUNTARY PR DED PAYABLE	591-000-231.000	154.00	
		Vnd: 179 Invoice: MARCH 2024	101-000-202.000		437.00
		Vnd: 179 Invoice: MARCH 2024	226-000-202.000		245.00
		Vnd: 179 Invoice: MARCH 2024	590-000-202.000		149.00
		Vnd: 179 Invoice: MARCH 2024	591-000-202.000		154.00
		Expected Check Run: 03/13/2024			
				985.00	985.00
				435,334.21	435,334.21
Cash/Payable Account Totals:					
		ACCOUNTS PAYABLE	101-000-202.000		19,310.55
		ACCOUNTS PAYABLE	202-000-202.000		7.81
		ACCOUNTS PAYABLE	203-000-202.000		5.21
		ACCOUNTS PAYABLE	218-000-202.000		118.57
		ACCOUNTS PAYABLE	226-000-202.000		1,811.14
		ACCOUNTS PAYABLE	407-000-202.000		342.01
		ACCOUNTS PAYABLE	582-000-202.000		409,840.28
		ACCOUNTS PAYABLE	590-000-202.000		2,305.93
		ACCOUNTS PAYABLE	591-000-202.000		1,592.71
		TOTAL INCREASE IN PAYABLE:			435,334.21

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CHECK PROOF FOR CITY OF CHELSEA

Page: 1/1

User: RKapolka

BANK CODE: GEN CHECK DATE: 03/20/2024 INVOICE PAY DATE FROM 03/19/2024 TO 03/19/2024

DB: Chelsea

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
03/20/2024	GEN	00000102490	672	SCHINDLER ELEVATOR CORPORATION	68,882.00	0.00	68,882.00	1
Num Checks: 1		Num Stubs: 0		Num Invoices: 1		Total Amount: 68,882.00		

Post Date	Journal	Description	GL Number	DR Amount	CR Amount
03/19/2024	AP	SCHINDLER ELEVATOR CORPORATION	Invoice: AMPI-CRGM6T Ref#: 84315(ELEVATOR MODERNIZATION-DEPOSIT)		
AP Trx #: 82502		CAPITAL OUTLAY	101-191-971.000	68,882.00	
		Vnd: 672 Invoice: AMPI-CRGM6T	101-000-202.000		68,882.00
		Expected Check Run: 03/19/2024			
				<u>68,882.00</u>	<u>68,882.00</u>
				68,882.00	68,882.00
Cash/Payable Account Totals:					
		ACCOUNTS PAYABLE	101-000-202.000		68,882.00
			GRAND TOTAL:	<u> </u>	<u>68,882.00</u>

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
03/21/2024	GEN	00000102491	571	BLUE CARE NETWORK OF MI	68,537.17	0.00	68,537.17	1
03/21/2024	GEN	00000102492	74	DELTA DENTAL	5,197.38	0.00	5,197.38	1
03/21/2024	GEN	00000102493	1458	MEC	74.95	0.00	74.95	1
Num Checks: 3		Num Stubs: 0		Num Invoices: 3		Total Amount: 73,809.50		

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DB: Chelsea

CHECK PROOF FOR CITY OF CHELSEA

BANK CODE: GEN CHECK DATE: 03/20/2024 INVOICE PAY DATE FROM 03/20/2024 TO 03/20/2024

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
03/20/2024	GEN	00000015935 (E)	1165	BURNHAM & FLOWER GROUP	89.76	0.00	89.76	1
Num Checks: 1		Num Stubs: 0		Num Invoices: 1	Total Amount: 89.76			



Agenda Item Summary

Meeting of: April 1, 2024

Agenda Item Title: Appointment to the Human Rights Commission

Submitted by: Mayor Pacheco

Approved for submittal:

City Manager

Explanation of Agenda Item:

There is one open position on the City's Human Rights Commission with a term ending of February 1, 2026. The position has been posted for over 1 year. Daniel Kaminsky, who has previously served on the HRC, has applied to be appointed to the vacant seat.

Budget Considerations: N/A

Budget Line-Item Assignment:

City Manager Comments/Recommendation:

City Manager Recommended Form of Motion: To appoint Daniel Kaminsky to the Human Rights Commission for a term ending February 1, 2026

Names and addresses of those to be notified: Daniel Kaminsky

Attachments: Application from Daniel Kaminsky

All Agenda Item Summaries and any attachments are due in the City Clerk's Office by noon on the Wednesday prior to the City Council meeting. If the Wednesday prior to the City Council meeting is a holiday, then the submission deadline is noon on Tuesday.

CITY OF CHELSEA
APPLICATION FOR BOARDS, COMMISSIONS AND COMMITTEES

Thank you for your interest in serving on a City Board, Commission or Committee. The purpose of this form is to provide the City with basic information about residents considered for appointment. Please submit your application to the office of the City Clerk, 305 S. Main, Suite 100, Chelsea, MI 48118. The file of applications received is open for public inspection upon request.

Name: KAMINSKY DANIEL
(Last) (First) (Middle)

Address: 140 E SUMMIT ZIP: 48118

Home Phone #: [REDACTED] Business Phone #: X

Cell Phone #: same E-Mail Address: [REDACTED]

Please indicate which Commission, Board or Committee you are interested in:

HUMAN RIGHTS COMMISSION

How long have you resided in the city? 40+ yrs

Current Employment: POU'S COUNTRY MARKET

Business Address: _____

Educational background: MBA EASTERN BA U of M

Any other past (or present) community service experience:

PREVIOUSLY ON HRC, NOW PARKS COM, LIBRARY BOARD

Related employment experience (please give dates):

Other commitments that would prohibit/limit your attendance at regular meetings:

NONE

Other relevant information (Memberships, Associations, etc.):

OLD LIONS CLUB,

Reasons for interest in serving:

TO CONTINUE TO HELP KEEP CHELSEA GREAT

References (list at least 2, with phone numbers):

JOANNE LAPIO
SHAUN PERSONKE

Date: 3-26-23 Signature: Daniel



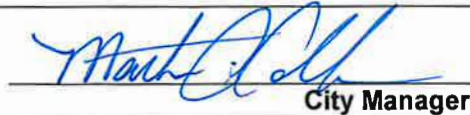
Agenda Item Summary

Meeting of: April 1, 2024

Agenda Item Title: Presentation and Approval of Strategic Planning Group Final Plan

Submitted by: Chief Kazyak

Approved for submittal:


City Manager

Explanation of Agenda Item: In response to the Bobcat Police Operational Audit, the Community Public Safety Task Force was created to provide recommendations to the City resulting from the audit's findings. They in turn created the Strategic Planning Group to do the long-term work of hiring a subject matter expert to facilitate the planning process; researching potential grant opportunities; and incorporating and assessing all report recommendations.

The result of this group's work, alongside the input of the Southern Michigan Criminal Justice Research Project (SMART), is a five-year strategic plan for 2024 through 2029 for the Chelsea Police Department. The plan focuses on Employee Engagement and Success, Enhancing Operational Efficiency & Effectiveness, and Building Community Partnerships & Public Trust.

Last, if approved, the Strategic Plan will include the formation of the Public Safety Strategic Plan Implementation Group.

Budget Considerations:

Budget Line-Item Assignment:

City Manager Comments/Recommendation: The Chelsea Police Department Strategic Plan is integrating community policing outreach. This plan will allow the development of communication and interaction with the community, building relationships and trust. My recommendation is to proceed with accepting the plan and moving forward with implementation.

City Manager Recommended Form of Motion: To receive and approve the Strategic Planning Group Final Plan.

Names and addresses of those to be notified:

Attachments: Strategic Planning Group Final Plan

All Agenda Item Summaries and any attachments are due in the City Clerk's Office by noon on the Wednesday prior to the City Council meeting. If the Wednesday prior to the City Council meeting is a holiday, then the submission deadline is noon on Tuesday.

Chelsea Police Department 2024 to 2029 Strategic Plan



Table of Contents

Message from the Chief	2
Chelsea Community Overview	3
Chelsea Police Department Perspective.....	5
Chelsea Police Department Organizational Chart.....	7
Mission & Values.....	8
Environmental Scan & Input.....	9
Employee Input.....	10
Strategic Plan.....	12

DRAFT 3/29/2024

Message from the Chief

Strategic planning is a process in which an organization's leaders define their vision for the future and identify their organization's goals and objectives. Every leader of every organization or business should develop a strategic plan and police departments are no exception. A good strategic plan provides a clear roadmap, including a set of guiding principles that defines the actions people in the organization should take (and not take) and the things they should prioritize (and not prioritize) to achieve the overall organizational goals.

In 2021, Chelsea City leaders established the Community Public Safety Task Force for the purpose of developing recommendations for the City Council in regards to recommendations outlined in the Bobcat Police Operational Audit (Sept. 2021). At the June 6, 2022 Chelsea City Council meeting the Community Public Safety Task Force provided the below recommendations.

- 1) Council shall create a Public Safety Strategic Planning Group (SPG) to do the long-term work recommended in the full Community Public Safety Task Force final report. The current Task Force shall stay in effect until the Strategic Planning Group is in place (July/Aug 2022). The SPG shall consist of the new Chief of Police, a City Council representative, and 5 community members.
- 2) The Strategic Planning Group shall research and hire a Subject Matter Expert (SME) to facilitate the strategic planning process, as well as research potential grant funding. This work can be done in the lead up to the new Chief of Police start date. The strategic planning process would not start until the new Chief is onboarded, estimated early Fall 2022, as the new Chief will be integrally involved in the planning process. The strategic planning process is estimated to cost \$25,000 and is to be included in budgeted expenses for the upcoming fiscal year.
- 3) The Strategic Planning process shall incorporate and assess all the report recommendations including the recommendation to create a Citizen's Oversight Board and implementing recommendations to the high-risk policies outlined in the Bobcat Operation Audit.

In the fall of 2022, the Strategic Planning Group (SPG) was formed, consisting of the following members:

Chief of Police Kevin Kazyak-Co-chair

Rich Barston

Kate Henson-Co-chair

Robert Long

Jane Pacheco-City Council Representative

Janet Martin-Conners

Marty Colburn City Manager

Michael Townley

In January of 2023 The SPG partnered with the Southern Michigan Criminal Justice Research Project (SMART) to help develop a strategic plan for the Chelsea Police Department. With an estimated completion date of March 2024.

Chelsea Community Overview

Chelsea, Michigan offers its community members a charming, small town feel with big amenities, a dynamic living environment and sustained quality of life. Located in bustling Washtenaw County, just 15 miles from Ann Arbor, Chelsea (population 5,467) is enriched with a vibrant downtown, world-class health care, an award-winning library, excellent schools and our own Chelsea Fire and Police Departments.

Based on data from the US Census Bureau, the city has witnessed a slight population growth, rising from 4,355 residents in 2000 to 5,467 in 2020. Approximately 96 percent of the population identifies as white, with 54 percent being female. Homeownership is prevalent, as 62 percent of residents own their own homes. In 2020, the average household income stood at \$66,250, slightly exceeding the state average of \$59,234.

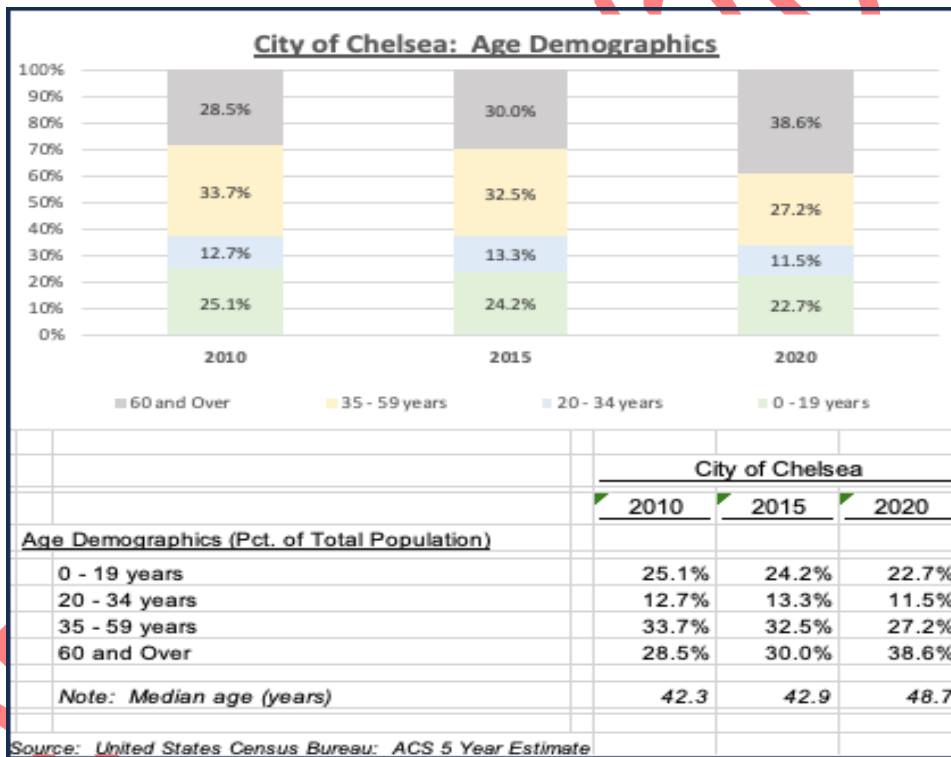
Notably, Chelsea's population is aging and achieving higher levels of education. Over the past decade, the percentage of residents aged 64 and above has increased by approximately 10 percent, while the percentage of those under 19 has slightly decreased. The median age of residents rose from 42.3 in 2010 to 48.7 years in 2020. Concurrently, there has been an increase in the number of residents attaining an associate degree or higher over the same period.

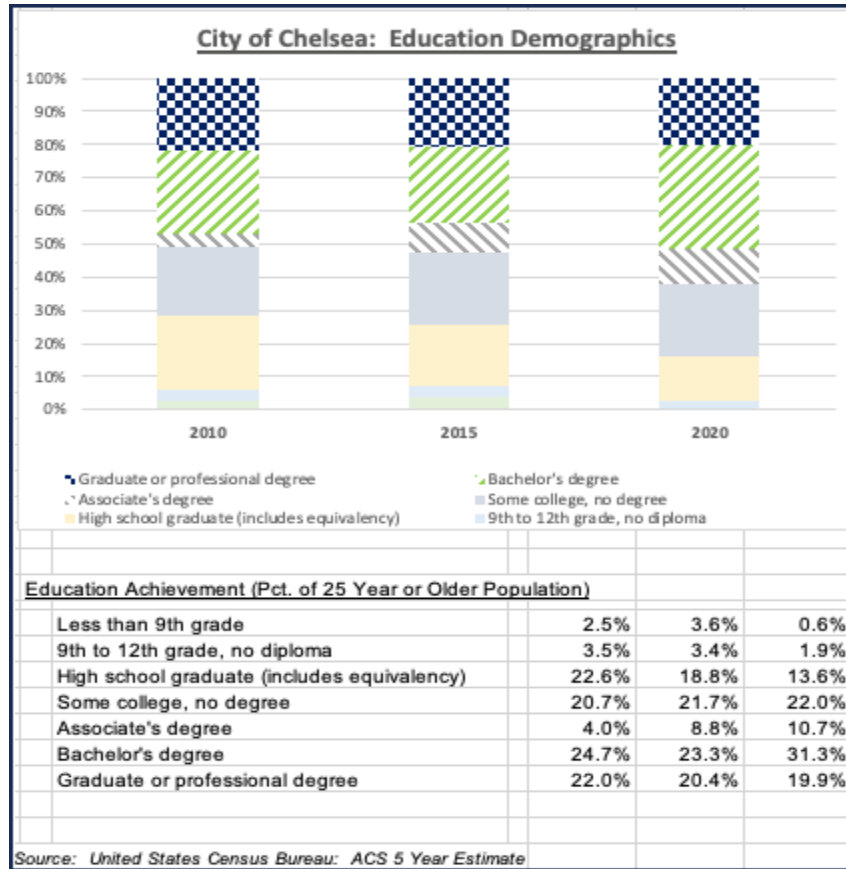
Crime statistics indicate crime rates varied between 2019 and 2022:

- Non-aggravated assaults increased 46%
- Intimidation increased 66%
- Fraud increased 83%
- Mental health calls increased 27%
- Theft from buildings decreased 64%
- Theft from vehicles decreased 84%
- Property damage decreased 25%
- OWI (operating while intoxicated) decreased 61%
- Juvenile offenses decreased 34%

City of Chelsea			
	2010	2015	2020
Total population	4,875	5,126	5,447
Male	46.1%	46.0%	45.7%
Female	53.9%	54.0%	54.3%
Housing Tenure (Pct. of Total Population)			
Owner-occupied housing units	68.6%	59.2%	61.8%
Renter-occupied housing units	31.4%	40.8%	38.2%

Source: United States Census Bureau: ACS 5 Year Estimate





CPD Organizational Perspective

In 1941, the Chelsea Police Department got its official start and the headquarters was located at 103 N. Main Street. Then, in 1946, they moved into the Municipal Building on E. Middle Street. The department received their first patrol car three years later in 1949.

The first officer to be called Chief was George Doe in 1950, though he had been a Marshall since 1941. He retired in 1955. Another longtime Chief was George Meranuck, from 1967-1979, who was well respected and liked by all. He made several changes that brought the department into a new age of law enforcement, including 24-hour dispatch. The Chief to hold the distinction the longest was Lenard McDougall. He started with the Chelsea Police Department in 1968 as a patrolman, was promoted to Sergeant, and then Chief of Police in 1984. Chief McDougall retired in December of 2003.

Tragedy struck the Chelsea Police Department a few years later when the new Chief, Riley Scott Sumner, was killed in the line of duty on April 13, 2006. Chief Sumner had been in pursuit of a suspected fugitive when the helicopter, piloted by Chelsea Fire Captain Matthew Tuttle, crashed west of town near Jackson and Staebler Roads. Both community servicemen died.

Chief Ed Toth served from 2006 until 2022, where like Chief Meranuck, is credited for modernizing the police department with a new Police Headquarters built in 2011 at its current

location 311 S. Main St. Chief Kevin Kazyak was appointed to the CPD in October 2022. The Department boasts twelve (12) full time officers, five (5) part time officers, two (2) reserve officers, four (4) full time dispatchers, three (3) part time dispatchers, one (1) administrative employee and five (5) crossing guards.

Chelsea Chiefs of Police

George Doe (1950-55)	Lenard E. McDougall (1984-2003)
John Carmen (1955-57)	Riley S. Sumner (2004-06)
John Palmer (1966)	Ed Toth (2006–2021)
George Meranuck (1967-79)	Kevin Kazyak (2022- Present)
Robert F. Aeillo (1979-83)	

Service Inventory

According to the *Sun Times News*, between January and November 2023 the Chelsea Police Department:

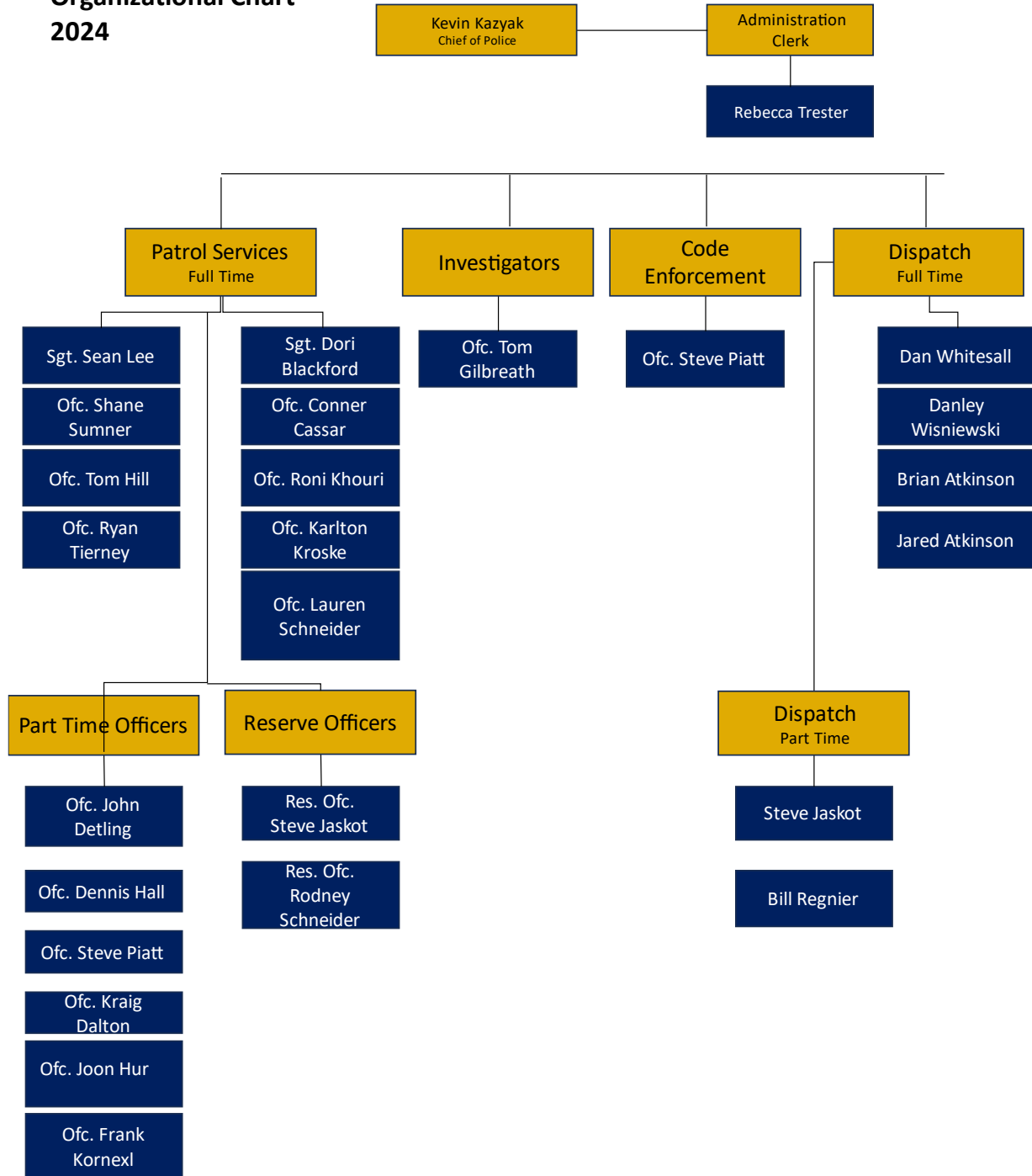
- Responded to 4671 calls for service; up from 3979 over the same period the previous year
- 108 traffic stops; down from 117 the previous year
- Investigated 64 cases (30 were closed, 19 remain open, 2 were sent to the lab, and 13 were turned over to the prosecutor)

Personnel (2023)	Equipment/ Technology
*4 New full-time officers hired	*3 New squad cars purchased
*1 Sergeant retired	*In car computers
*2 Officers promoted to sergeant	*Radar and Lidar
	*Body Cameras

Chelsea Police Department

Organizational Chart

2024



THE STRATEGIC PLAN (5 YEAR PLAN)

Strategic Planning & Purposeful Action

The strategic planning process is designed to provide a five-year plan of action for the Chelsea Police Department. It encompasses the past, today and where it wants to go in the future. This is pursued through the creation of a series of long and short goals aligning with the organization's mission and value statements.

Mission Statement

It is the mission of the Chelsea Police Department to protect and to serve the community with integrity and professionalism. By working with our citizens and businesses, we aspire to maintain a safe, equitable and welcoming community for everyone who lives, works and visits Chelsea.

Values

1. *"Do the right thing" even when no one is looking.*

If we hold ourselves to the highest standards of Honesty and Integrity without compromise, then doing the right thing comes easy and trust in the police department will follow.

2. *"Every citizen, every time"*

We only get one chance to make a first impression. If we treat all citizens the same, and provide superior customer service on every call, every contact, every interaction, we never have to worry about what peoples first impression of the Chelsea Police Department will be.

3. *"The little things can make a big difference"*

Opportunities for us to make a difference are everywhere, and they're usually found in the little things. We may never know how the little things that we do can add up to make the big difference in someone's life.

ENVIRONMENTAL SCAN & INPUT PROCESSES

Community Input (public sessions, town halls, dates, time, results?)

The Chelsea Strategic Planning Group and EMU SMART held several public engagement sessions designed to provide citizens opportunities to have input and voice concerns, share information and receive updates on the strategic planning process. Two SPG and SMART co-sponsored community input sessions were held April 19, 2023 and May 17, 2023. A third public hearing, recapping the process, was held on July 12, 2023. The SPG also provided input and inclusion opportunities through Chelsea Sounds and Sights (June 15, 2023) and the Farmer's Market (June 17, 2023). Highlighted below are common themes found among citizens' comments. The themes include strengths, weaknesses, future aspirations and environmental obstacles

Input from Citizen on Police Relations (Open Community Meetings)

<i>Strength</i>	<i>Weaknesses</i>
*Timely responses to citizens' call for service *Chief engages with citizens *Visually present during community events such as parades, sights and sounds	*Concerns about police officers treating all citizens the same regardless of race, gender, non-residency, LBGTQ+, etc. *More mental health resources needed
*Friendly and courteous *Cares about the community *Interaction/support/communication with the school district	*Need to get out of the cars more and engage with citizens *Communication with ALL citizens *Reputation for stopping and harassing people of color *Need to acknowledge fragile mental/emotional state of citizens of all ages when turmoil and tense interactions involving the police occur *More presence needed in school district, particularly around high-profile disturbances and violence

<i>Future Aspirations for Engagement</i>	<i>Obstacles to Achieving Aspirational Engagement</i>
*Continued involvement and input from citizens-i.e. surveys, town halls, community input *Rebuilding trust through proactive and positive policing *Non-uniform representation walking, bikes/ w/out weapons engaging citizens *Meetings with neighborhoods *Incorporation of more social workers incorporated into police work	*Old school “cop” mentality unwillingness to change or listen *Perceptions of persons based on clothing and ethnicity *Long held distrust *Getting buy in from officers and community members *The push for expediency to a complex time-consuming process
*Increasing citizen knowledge about police work and policies in an effort to expand understanding regarding what is and is not possible *Increased community partnerships with mental health and other agencies in Washtenaw County *Citizen involvement supportive presence to vulnerable populations *More efforts to build back trust	*Stereotypes/old thinking

Employee Input (survey and employee workshop input)

Understanding employee needs and perceptions are an important part of the process. SMART provided two input opportunities for employees to engage in the process. First was through a mission statement revision workshop. The second was through an employee survey.

Mission Statement Workshop

On May 10, 2023 the Chelsea Strategic Planning Committee and EMU SMART met with members of the Chelsea Police Department to engage in discussions about the strategic planning process and organizational identity. An emphasis was placed on the importance of an effective mission statement. CPD officers and members of the strategic planning committee assessed various police mission statements and how the agency’s current mission statement might be updated to align with professional standards and community needs. As a follow up to the workshop, Chief Kazyak submitted a working draft of a revised mission statement for review and input. The process resulted in the development of the current mission statement included in the report.

Employee Survey

EMU SMART developed an employee survey designed to assess employee perceptions of agency needs, environmental changes, support from leadership and the Chelsea community, information sharing and input processes. All CPD employees were invited to participate in the voluntary electronic survey. Twelve of twenty-two employees participated, representing a 55 percent response rate.

One important element of assessment was motivation. Employees were asked a series of questions regarding compensation, support, retention, input, information sharing and performance assessment. Answer options included 1=Never, 2=Rarely, 3=sometimes but not often, 4=Often, but not always, and 5=Always.

Categories receiving the highest praise and those indicating slightly more opportunities for growth are included in the table below. The results reveal high levels of support for supervisors' providing sufficient training, clear instructions, resources, and authority. The lowest level of support are found among morale, feedback and feeling valued.

Employee Morale	
Highest Level of Support	Lowest Levels of Support
I know what is expected of me	Morale is high at CPD
Access to management	Regular supervisor feedback-positive & negative
Adequate training, authority and resources	Receiving timely performance feedback
Safe work environment-mentally/physically	My opinions sought out and valued
Access to adequate training	Different Views encouraged in my unit
Satisfied with my work	Fairly distributed workload
Given sufficient responsibilities	Pay satisfaction
Feel job security	I can do my work without fear
Confidence in top leadership	All employees are treated equally with respect
Likelihood of exiting for similar pay	Info passed down through supervisor
Work duties clearly explained	Belonging at work
Management encourages continued creativity and improvement	Organization values outstand performance

When reviewing perceptions of support from the community and agency leadership, approximately 92 percent of officers participating believe Chelsea residents are either moderately or very supportive of the police department. Similarly, 92 percent of officers indicated that it is important for command staff to support them after a controversial incident

involving a police-citizen interaction. While views around community support are notably positive, only 33 percent felt the community recognized and valued their work.

Views on procedural fairness, efforts to diversify the force, and engaging with vulnerable communities produces varying results. Eighty three percent of officers believe they have a safe environment to air grievances in and the department culture promotes respect, fairness and equity for all officers and community members. Conversely, 92 percent of respondents believe that high profile incidents involving the police and African American citizens have made their jobs harder.

Incorporating employee and community input into an action plan is essential to long term public safety success and community building. The strategic plan discussed here offers insight into the goals and objectives that will guide the actions of the CPD over the upcoming five years.

CPD Strategic Plan FY 2023-2028

Section One: Employee Engagement and Success

Employees are the most essential part of the organization. They carry out the day-to-day operation of the department and will largely determine the successful accomplishment of goals. In an effort to ensure they do their best work the department must meet their needs.

The initiatives below are designed to promote the goals of enhancing employee engagement, support and satisfaction and retaining a high-quality workforce. They address employee motivation, morale, opportunities for professional growth, and community engagement.

Goal 1: Enhance employee Engagement, Support and Satisfaction	Timeline:	Assessment Measures
Initiative 1a: Enhance organization input and information sharing. Action Items: • Create a quarterly Chief Bulletin • Educate and involve Sergeants and officers in the periodic assessment of the strategic planning process and outcomes. • Conduct employee survey to determine areas of satisfaction and dissatisfaction.	Year Two Currently on going Year Two	Quarterly meetings or bulletin produced. Engage employees in annual assessment of strategic planning goals. Conduct and document annual employee survey.

Enhance intradepartmental communication.	Year Two	Expand efforts to improve information sharing across the agency.
Expand employee recognition program.	Year Two	Explore the creation of employee recognition program with reward measures.

Goal 2: Enhance workforce development	Timeline:	Assessment Measures
Initiative 2a: Recruit and retain a high-quality workforce. Action Items: - Enhance recruitment efforts by adding Recruitment page to website and Facebook. - Develop a recruiting team and program - Work with regional universities to implement an internship program. - Identify and target diverse applicant pool. Initiative 2b: Workforce Development. Action Items: - Identify personal growth and career broadening opportunities - Implement leadership training for all ranks. - Expand current training cadre.	Year Two Year Two Year Two Year Two Currently and on going Year Two Currently and on going	Update Department webpage/recruiting section. Create a recruiting program and dedicated team. Number and Quality of partnerships with regional universities. Number of partnerships identified to explore recruitment challenges. Number of officers expanding their opportunities. Number of class or hours of training. Number and quality of instructors.

Section Two: Enhancing Operational Efficiency & Effectiveness

Efficiency and effectiveness addresses pursuing a cost-effective approach to providing high quality policing services. More specifically, efficiency refers to converting inputs and outputs with limited organizational efforts and resources. Effectiveness refers to the ability to solve crime and perform other identified elements of public safety work.

The goals and initiatives highlighted in this section are designed to streamline processes and update procedures in a manner that allows the Chelsea Police Department to utilize technology and other resources to ensure the community is a safe place to live, work and visit.

Goal 1: Enhancing Organizational efficiency and effectiveness.	Timeline:	Assessment Measures
Initiative 1a: Align policies to reflect updated industry practices and meet community needs. Action Items: - Continue to review and address policies identified in the Bobcat report. - Provide Officer training in General Orders review. - Enlist Officers assistance in reviewing and drafting new General Orders. - Publish General Orders on City Website. - Establish procedure for scheduled review of General Orders	Currently on going Year Two Year Two Currently on going Currently on going	Compare identified policies with current CPD General Orders. Number of officers receiving training. Number of Officers assisting in review of General Orders. Attention to website postings. Number of General Orders reviewed on schedule.
Initiative 1b: Technology and Upgrades Action Items: - Upgrade to computer generated tickets. - Modernization of Property Room and evidence logging.	Completed Year One	All vehicles equipped with printers, and all officers trained. Training all officers on Clemis Property Module.

city and civic organizations as well as business and the Chelsea School District. • Develop a Citizen Emergency Response Team (C.E.R.T.) to assist Police and Fire Departments in emergency and large city events. • Research and develop a cadet program to encourage high school aged students. Initiative 1b: Establish social media/web presence enhance transparency & information sharing. Action Items: • Create additional social media platform to complement that department's Facebook. • Develop guidelines for departmental social media. • Deliver annual State of Public Safety / Year in Review, on social media. • Engage the community in crime reduction through information sharing (Crime prevention and Public Safety tips). • Increase the number of social media posts. Initiative 1c: Support the creation and implementation of a community social work as an additional resource for the department.	Year Three Year Three Year Two Completed Completed Year Two Year One Year One	Number of events attended by officers. Research and gauge community interest in C.E.R.T. program. Number of involved participants. Develop guideline for program and number of participants. Number of followers, likes, shares. Number of website visits. Average number of monthly posts. Completed Annual year posted and stored. Increase posts and sharing of public information. Average number of post or listening sessions. Number of followers, likes, shares. Number of website visits. Average number of monthly posts. Work with community partners by supplying input for community social worker position.
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Goal 2: Expand efforts to preserve human dignity and compassion in service delivery.	Timeline:	Assessment Measure
Initiative 2a: Invest resources in workshops and training. Action Items: - Completed Training in: - Implicit Bias - Cultural Awareness - Responding to emotionally Disturbed Persons - De-Escalation - Officer Wellness - CPR/AED/First Aid - Future Training - Behavioral Health for Emergency Personnel - C.A.R.E.S. Training - Defensive Tactics - Emergency Vehicle Operations - Develop a long-term training schedule for new and annual training. Initiative 2b: Invest resources into re-establishing in-house training cadre Action Items: - Send current and future staff to instructor level training courses (train the trainer). - Collaborate with other agencies to increase awareness of innovations and emerging issues impacting policing. - Research grant funding available for training on vulnerable population engagement.	Currently on going Currently on going Completed Currently on going Year Two Year Two	Number of officers and hours attended. Number of officers and hours attended. Share training schedule with Department employees. Increase of departmental instructors. Number and quality of collaborations. Number of grants identified and number of grants pursued.

Develop and offer a Citizens Police Academy.	Year Three	Research and gauge community interest in citizen's academy. Number of involved participants.
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DRAFT 3/29/2024



Agenda Item Summary

Meeting of: April 1, 2024

Agenda Item Title: Public Safety Strategic Plan Implementation Group

Submitted by: Strategic Planning Group

Approved for submittal:



City Manager

Explanation of Agenda Item:

In conjunction with the completion of the Chelsea Police Department 2024 Strategic Plan, the SPG has incorporated a recommendation for a Public Safety Strategic Plan Implementation Group into the plan that requires City Council approval.

The Implementation Group would be made up of the Chief, a representative from City Council, and one at-large, council-appointed community member. The purpose of the Implementation Group is to help keep track of the goals and initiatives of the strategic plan and help with a regular report out process to City Council.

The City Council will need to choose a council representative for the Implementation Group and open the application period for the at-large seat. If approved, the at-large seat application period could open immediately with a recommendation of appointment no later than May 20, 2024. The Strategic Planning Group (SPG) would sunset as the Implementation group begins their term as of June 1, 2024.

Budget Considerations: N/A

Budget Line-Item Assignment:

City Manager Comments/Recommendation: I am recommending the Chelsea PD Public Safety 2024 Strategic Plan. It is consistent with the community policing philosophy, reaching out to the community, establishing relationships, building trust, and implementing goals that better service the community. I'll also be working with the Police Chief serving the community with professionalism.

City Manager Recommended Form of Motion: To accept and place on file the Chelsea Police Department 2024 Strategic Plan.

Names and addresses of those to be notified:

Attachments: Public Safety Strategic Plan Implementation Group Formation Document

All Agenda Item Summaries and any attachments are due in the City Clerk's Office by noon on the Wednesday prior to the City Council meeting. If the Wednesday prior to the City Council meeting is a holiday, then the submission deadline is noon on Tuesday.

Name of Committee:

Public Safety Strategic Plan Implementation Group

Purpose:

The purpose of the Implementation Group is to help keep track of the goals and initiatives of the Chelsea Police Department Strategic Plan 2024 as well as institute a regular report out process to City Council. The group will determine their meeting and report out schedule with the minimum meeting requirement of four times a year and at least an annual report to council.

The three (3) member Implementation Group is to be structured as follows:

- Chief of Police
- City Council representative
- Community Member at-large

The City Council will accept applications for the Community Member at-large with the intent to appoint the position no later than May 20, 2024 for a two-year term to begin on June 1, 2024.



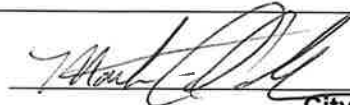
Agenda Item Summary

Meeting of: April 1, 2024

Agenda Item Title: Contract with Sage Solutions Group, professional human resources consulting contract

Submitted by: Martin Colburn/City Manager

Approved for submittal:


City Manager

In the current fiscal year budget, the City Council budgeted for HR support services. On February 5th, 2024 the City Council authorized the City Manager to proceed with negotiations with Sage Solutions Group, and bring a contract back for consideration. Having completed negotiations, an agreement is attached which has been reviewed in form by the City Attorney. There are basic HR services to provide as well as updating documents, training of staff, and providing a process and outlet for addressing concerns if directed towards city management. The services are very much part-time. I'm hopeful that with their support it will lead to an in-house solution of services and training.

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Budget Considerations: identified within the fy2023/24 budget

Budget Line-Item Assignment:

City Manager Comments/Recommendation: Recommending proceeding with HR services provided within the contract with Sage Solutions Group.

City Manager Recommended Form of Motion: Move to approve the contract with Sage Solutions Group, Professional Human Resources Consulting Contract.

Names and addresses of those to be notified: Sage Solutions Group.

Attachments: Memo from Attorney Fink; Sage Solutions Group contract

All Agenda Item Summaries and any attachments are due in the City Clerk's Office by noon on the Wednesday prior to the City Council meeting. If the Wednesday prior to the City Council meeting is a holiday, then the submission deadline is noon on Tuesday.

FINK & FINK

PLLC

ATTORNEYS AND COUNSELORS

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Joshua R. Fink
also admitted in Florida

Parisa Ghazaeri

Naomi E. Fink

MEMORANDUM

February 2, 2024

To: Chelsea City Council

From: Mariah Evans Fink, City Attorney

Re: Human Resources Consulting Firm

With the beginning of a new year, I have set a goal to work diligently on some of the concerns with policies and procedures of the City of Chelsea that have been identified. One of the concerns identified, and recurring throughout the past few years, is what I perceive as a gap in the human resources policy/process in the City.

Currently, the City Manager is the Human Resources department. For the most part, this is fine, but in several instances over the past few years, we've discovered that this structure leaves employees without anyone to consult with except the City Manager. It also leaves employees in a position where if they have concerns about their employment, the only person they can voice complaints to is also the person with ultimate authority to hire and fire employees. It is not appropriate for employees to engage the City Council in most cases, unless a formal grievance is warranted.

Beginning in February of 2023, I have repeated my opinion that the City employees, including the City Manager, should have a neutral party to whom they can take issues that cannot be resolved with the current system. This request is not specific to any employee, or City Manager, it is intended as an overall improvement of the system that in its current state is not tenable and does not function in the best interests of the City employees.

I'm requesting that the City Council authorize the City Manager to enter a contract with Sage Solutions Group to provide "as needed" Human Resources assistance in instances where the current structure cannot resolve the issue, and for a review and recommendation for improvements in the area of Human Resources for the City. This contract would have a not to exceed amount and is subject to approval by the City Attorney.

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made by and between **CITY OF CHELSEA** ("Client") and GRANDI CANCELLI 1, LLC d/b/a SAGE SOLUTIONS GROUP ("Consultant" or "Sage"), and is effective as of **03/04/2024** ("Effective Date"). Client and Consultant are collectively referred to herein as the "Parties."

WHEREAS, Consultant is experienced in human resources issues and providing human resources consulting and talent acquisition services (collectively, "Services"); and

WHEREAS, Client wishes to engage Consultant as an independent contractor to provide consulting and other services to Client under the terms and conditions as defined herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree:

A. RELATIONSHIP OF THE PARTIES. Consultant is an independent contractor. Nothing in this Agreement shall be construed to give either party the power to direct or control the daily activities of the other party or their employees or agents, or to constitute the Parties as principal and agent, employer and employee, franchisor and franchisee, partners, joint venturers, co-owners, or otherwise as participants in a joint undertaking. The Parties understand and agree that, except as specifically provided in this Agreement, they do not grant the other the power or authority to make or give any agreement, statement, representation, warranty or other commitment on behalf of the other, or to enter into any contract or otherwise incur any liability or obligation, express or implied, on behalf of the other, or to transfer, release, or waive any right, title or interest of the other. Consultant shall have complete discretion in determining the manner, means, methods, and procedures of carrying out its Services and responsibilities under this Agreement.

B. TERM OF THE AGREEMENT. The term of this Agreement shall commence as of the Effective Date set forth above and shall renew annually, subject to termination pursuant to Section C (the "Term").

C. TERMINATION. Notwithstanding Section B to the contrary:

- 1. Client Termination.** This Agreement may be terminated by Client at any time at Client's sole and absolute discretion, by providing Consultant with a 30-day written notice of Client's intent to so terminate. Consultant shall be entitled to all compensation due Consultant under this Agreement and any amendments through the effective date of termination. Client shall remain responsible to pay, and Consultant shall be entitled to payment, for any and all services performed by Consultant after expiration of the notice period, for services previously requested by Client. Within thirty (30) days of the termination date, Client shall pay all outstanding Invoices for Consultant's services incurred through the effective date of termination.

2. **Consultant Termination.** Consultant may terminate this Agreement upon a 30-day written notice to Client. Within thirty (30) days of termination, Client shall pay all Invoices for Consultant's services incurred through the effective date of the termination.

D. CONSULTING SERVICES. On an ongoing basis, Client may request that Consultant provide human resources consulting services ("Consulting Services"), and Consultant may agree to perform Consulting Services (including Executive Consulting Services as defined herein) consistent with and pursuant to the terms of this Agreement. The Consulting Services, and fees for such Consulting Services, are attached hereto and incorporated herein at **Exhibit A**. Client acknowledges and agrees that Consultant shall have the sole discretion, based upon the underlying facts and circumstances of a situation upon which Client seeks Consulting Services, to determine the specific service and/or expertise necessary to provide Consulting Services, and Client agrees that Consultant shall have said sole discretion including the provision of Executive Consulting Services. In the event Client requests additional services not listed on **Exhibit A**, the Parties shall enter into a separate agreement with respect to said services.

Consultant shall only provide Consulting Services (including Executive Consulting Services) to Client at such reasonable times and reasonable locations as Consultant deems reasonably necessary. Consultant may perform the Consulting Services by letter, email, telephone, internet conference, or fax if such services can reasonably be performed in such manner.

E. COMPENSATION FOR CONSULTING SERVICES.

1. **Consulting Services Fees.** As compensation for Consultant's performance of Consulting Services hereunder, Client shall remit payment to Consultant for the following:
 - a. **Consulting Services:** the amount stated on the Consulting Fee Schedule at **Exhibit A** to the Agreement. Rate increases are subject to change with a 30-day written notice to Client. Consultant may also provide Client with Executive Consulting Services, (defined as sensitive issues, complex issues, or specialized services including but not limited to mergers and acquisitions.). Executive Consulting Services shall be billed at a rate of \$200.00/hour, billed in 15-minute increments.
 - b. **Expenses:** to the extent Consultant is required to expend additional reasonable and necessary expenses outside **Exhibit A** in order to provide Consulting Services or Executive Consulting Services, including, but not limited to, attorneys' fees, recruiting costs, software/IT and travel ("Consulting Expenses") for which Consultant shall obtain pre-approval from Client prior to incurring said Consulting Expenses; and
 - c. **Other Expenses:** Any other expense pre-approved by Client in writing ("Other Expenses").

2. **Invoices.** Consultant shall submit an itemized invoice to Client each month during the Term ("Monthly Invoice(s)"). Each Monthly Invoice shall include the following information:
 - a. A description of the Consulting Services performed during the month and the amounts due for such services;
 - b. An itemization of the Consulting Expenses incurred during the month;
 - c. An itemization of the Other Expenses incurred during the month; and
 - d. An itemization of Executive Consulting Services incurred during the month.
3. **Monthly Payment.** Unless otherwise specified in the Agreement, Client will pay the Consultant the full amount of the Monthly Invoice at the address set forth on the Monthly Invoice within thirty (30) days of receipt of the Monthly Invoice.
4. **Late Payment Penalty.** Monthly Invoices not fully remitted within sixty (60) days of receipt shall be subject to a penalty of 5.00% of the Monthly Invoice balance and such penalty shall be compounded by 5.00% thereafter on the first day of each month for every month the Monthly Invoice balance remains unpaid.

F. STANDARD OF PERFORMANCE. Consultant shall provide Services under this Agreement in a timely manner, to the best of its ability.

G. CONFIDENTIALITY. Consultant acknowledges that, pursuant to this Agreement, it will receive information relating to Client, its operations, finances, business methods and affairs of a confidential nature ("Confidential Information") in order to perform Services under this Agreement. The Confidential Information may include, but is not limited to, trade secrets, know-how, inventions, strategic plans, business methods, techniques, processes, customer lists, financial information and sales, business and marketing plans. Consultant shall, at all times, both during the Term of this Agreement and for five (5) years following the termination of this Agreement, maintain the confidentiality of all of the Confidential Information, and shall not use or disclose to any other person or entity (excepting employees of Consultant who may utilize such Confidential Information in order to perform Services under this Agreement), whether during the Term or thereafter, any Confidential Information. Confidential Information shall not include information which is (a) disclosed by Consultant with Client's prior written approval, or (b) is acquired by Consultant from third parties which, to the knowledge of Consultant, have not received such information from Client in confidence, or (c) information which is, then or thereafter, through no fault of Consultant, in the public domain by publication or otherwise or (d) is independently developed by Consultant without the use of Confidential Information. Consultant agrees that, within sixty (60) days of the end of the Term, Consultant will either return to Client or destroy all Confidential Information in its possession.

H. CONSULTANT IP. Consultant shall own all rights, titles and interests in Intellectual Property that is wholly developed and owned by Consultant, whether prior or subsequent to the date of this Agreement ("Consultant Intellectual Property"). To the extent any Consultant Intellectual Property is incorporated or embedded in the work product Consultant delivers to Client, Consultant hereby grants Client a royalty-free, irrevocable, worldwide, non-exclusive, perpetual license to use, disclose, reproduce, sublicense, modify, prepare derivative works from, perform, and display such Consultant Intellectual Property in connection with Client's use of the work product to conduct its own human resources functions.

I. IN NO EVENT SHALL EITHER PARTY OR THEIR AFFILIATES BE LIABLE TO THE OTHER PARTY OR SUCH OTHER PARTY'S AFFILIATES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, REMOTE OR SPECULATIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ON ACCOUNT OF LOST PROFITS OR OPPORTUNITIES) ARISING OUT OF OR RELATING IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THIS AGREEMENT OR THE CONSULTING SERVICES, EXECUTIVE CONSULTING SERVICES, TALENT ACQUISITION SERVICES, RECRUITING SERVICES OR SOURCING SERVICES PROVIDED HEREUNDER, OR BREACH OF THIS AGREEMENT (UPON ANY LEGAL, EQUITABLE OR OTHER THEORY, WHETHER IN TORT, CONTRACT OR OTHERWISE, AND WHETHER BASED UPON STATUTORY, FEDERAL, STATE, OR OTHER LAW OR REGULATION), EVEN IF A PARTY AND/OR ITS AFFILIATES OR SUPPLIERS HAVE BEEN OR ARE THEREAFTER ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCLUDED FROM THIS PARAGRAPH ARE DAMAGES ARISING FROM CLAIMS INVOLVING PROVEN WILLFUL MISCONDUCT.

J. ARBITRATION. Any dispute arising out of or in connection with this Consulting Agreement shall be settled exclusively by arbitration, either private or through JAMS, before a single arbitrator (the "Arbitrator") in accordance with the Commercial Arbitration Rules of the JAMS then in effect. The Arbitrator shall exercise discretion to limit discovery which is reasonably necessary to allow the Parties to fairly prepare their case with due regard for the amount in controversy and the desire to conclude the arbitration economically and expeditiously. The Arbitrator shall not add to, subtract from, or otherwise modify the terms of this Consulting Agreement. The Arbitrator shall have discretion to award the costs of the arbitration, including the prevailing party's attorneys' fees, to the prevailing party only if it is established that such claim was brought in bad faith; otherwise, the arbitrator shall be precluded from awarding attorneys' fees and/or any costs. The arbitration shall be conducted in Wayne County, Michigan or another location mutually agreed upon by the Parties. Judgment may be entered on the arbitration award in a court of competent jurisdiction.

K. NON-SOLICITATION OF SAGE EMPLOYEES. Client hereby acknowledges the considerable cost and expense incurred by Consultant to advertise, recruit, evaluate, reference check, train and retain its own employees and contractors ("Sage Employee/Contractor"). During this Agreement and, for one year following the expiration or termination of this Agreement, for any reason and by either party, Client and its agents and representatives agree that they will not, directly or indirectly, solicit or attempt to solicit, place, recruit, or hire a Sage Employee/Contractor for any position including but not limited as an employee, consultant or independent contractor or refer a Sage Employee/Contractor to a third party entity for employment in any position including but not limited to as an employee, consultant, or independent contractor.

Notwithstanding the above, Client may hire a Sage Employee/Contractor directly or indirectly subject to, and contingent upon, the payment of the Sage Employee/Contractor's annual base salary then in effect at Consultant ("Buyout Fee"). For purposes of the Agreement, if Client hires a Sage Employee/Contractor who has been employed by Consultant in an hourly as opposed to a salaried position, the "Buyout Fee" under this section shall be calculated as the Sage Employee/Contractor's hourly rate (excluding overtime) multiplied by 2,080 hours. For purposes of this Paragraph "L", a "Sage Employee/Contractor" is defined as any individual who was employed by Sage in the twelve (12) month period prior to the Sage Employee/Contractor's commencement of employment or provision of services to Client outside of this Agreement.

Client shall pay Consultant the Buyout Fee in a lump sum within fourteen (14) calendar days of the Sage Employee/Contractor's separation date/last date of employment with Consultant. Client's obligation and agreement to pay the Buyout Fee continues regardless as to the length, nature or extent of the Sage Employee/Contractor's employment or other arrangement with Client and is independent of Client's obligation to Sage.

In the event Client fails to remit the Buyout Fee, Client agrees that Consultant shall be entitled to (1) a preliminary or permanent injunction in order to prevent the continuation of such harm to Consultant; (ii) money damages insofar as they can be determined; and (iii) any other damages permitted by applicable law. Nothing in this Agreement, however, shall be construed to prohibit Consultant from also pursuing any other remedy, the Parties having agreed that all remedies shall be cumulative.

L. TALENT ACQUISITION SERVICES. Consultant shall provide Sourcing Services and Recruiting Services, as defined herein, of candidates to be placed at Client. Consultant does not guarantee the performance of any candidate, or the accuracy of information provided regarding a candidate and disclaims any responsibility for any claim, loss, or liability because of an applicant's acts or omissions. Client is responsible to conduct such investigations, as it deems necessary to verify candidate information or to obtain such other information, as it may deem relevant. Consultant does not guarantee the performance of any candidate, or the accuracy of information provided regarding a candidate and disclaims any responsibility for any claim, loss, or liability because of a candidate's acts or omissions.

Consultant's objective is to source and recruit candidates who are qualified for a position by virtue of job-related standards of education, training or experience and personal qualifications. As such, Consultant provides equal employment opportunities (EEO) to all employees without regard to race, color, religion, sex, gender identity, sexual orientation, national origin, age, disability, pregnancy status, genetic information, marital status, height, weight, status as a covered veteran in accordance with applicable federal, state and local laws, or any other characteristic covered by federal, state or local law ("Protected Characteristics"). Consultant complies with applicable federal, state, and local laws governing non-discrimination in employment in every location in which the Consultant and Client have facilities.

1. Sourcing Services.

- a. **Sourcing Services.** Consultant will source and provide candidates to Client with information concerning candidates whom Client agrees to consider for employment ("Sourcing Services."). There is no guarantee of the performance of any candidate, or the accuracy of information provided regarding a candidate, and Consultant disclaims any responsibility for any claim, loss or liability as a result of a candidate's acts or omissions. There is no warranty, as Consultant is sourcing and providing candidates, but not making any decisions with respect to candidate hiring decisions.
 - b. **Fee.** Client will pay a Sourcing Services Set-Up Fee for each position to be sourced by Consultant, prior to commencement of sourcing. The set-up fee and the hourly HR Generalist sourcing rates are listed in Consultant's Talent Acquisition Services Fee Schedule ("Talent Acquisition Services Fee Schedule") attached hereto and incorporated herein at **Exhibit B**. The Talent Acquisition Services Fee Schedule is subject to adjustments upon written notice, which Client agrees shall apply to Sourcing Services provided after said notice.
 - c. **Invoices.** Consultant shall submit an itemized invoice to Client each month ("Monthly Invoice") for the Sourcing Services provided in the preceding month, subject to adjustment upon written notice and Client agrees that such changes will apply to Services performed thereafter.
 - d. **Monthly Payment.** Unless otherwise specified in the Agreement, Client will pay the Consultant the full amount of the Monthly Invoice at the address set forth on the Monthly Invoice within thirty (30) days of receipt of the Monthly Invoice.
 - e. **Late Payment Penalty.** Monthly Invoices not fully remitted within sixty (60) days of receipt shall be subject to a penalty of 5.00% of the Monthly Invoice balance and such penalty shall be compounded by 5.00% thereafter on the first day of each month for every month the Monthly Invoice balance remains unpaid.
2. **Recruiting Services.** Consultant shall provide Recruiting Services including search and placement services to provide Client with information about applicants whom Client agrees to consider for employment.
- a. **Fee.** A Recruiting Services Fee is earned when:
 - i. A candidate that Consultant presents to Client is hired directly or indirectly by Client or any of its affiliates, parents, or subsidiaries on a permanent, temporary, contract, or consulting basis at any time within one year of the date the candidate is submitted to Client; or

- ii. A candidate referred to Client by Consultant is referred by Client to another employer or recruiting firm and the candidate is hired, directly or indirectly, for any position as an employee, consultant, or independent contractor by such employer through such recruiting firm.

Client agrees to pay Consultant a Recruiting Service Fee equal to twenty percent (18%) of the first year's compensation for each candidate hired by Client. Such a fee is not subject to a deduction even if the candidate's employment terminates at any time, by either party, including but not limited to prior to the agreed upon employment start date. Consultant will issue an invoice to Client when a written offer has been extended and accepted by the applicant. Consultant will issue Client an invoice for the Recruiting Service Fee, which is payable in full by the Client within twenty-one (21) days of the candidate's start date. A late payment shall be subject to a penalty of 5.00% of the Recruiting Service Fee balance and such penalty shall be compounded by 5.00% thereafter on the first day of each month for every month the balance remains unpaid.

The term "referred" means any manner or means of communication of a candidate's identity.

- b. **Warranty.** If the candidate voluntarily leaves or is discharged by the Client within 90 days from the date of employment or commencement of contract work, Consultant will make every effort to find a suitable replacement applicant at no cost, provided that the Client has paid the Recruiting Services Fee in full in accordance with the net terms of this Agreement. This warranty does not apply if:
 - i. Client does not give Consultant the exclusive opportunity to replace the candidate within a reasonable length of time; or
 - ii. The candidate is discharged by the Client following a layoff, downsizing, or reorganization of the position; or
 - iii. The candidate is discharged following the Client's involvement in a sale or merger.
- c. **Client Obligations.** Client agrees to respond to any of Consultant's candidate proposal, within forty-eight (48) hours of said proposal. If Client does not respond to Consultant within said time, Consultant shall cease the recruitment process and Client shall be charged a cancellation fee of \$1,000.00 which shall be invoiced under paragraph M(1)(c).
- d. **Procedure.** Client agrees to notify Consultant as promptly as practicable when it desires to provide an employment offer letter to a candidate. Should the Client be the party responsible for providing the

offer letter to a candidate, the Client will provide Consultant with a copy of the offer letter and the candidate's written acceptance.

3. **Non-Exclusive Services.** Nothing in this Agreement shall be interpreted as a restriction on Client's right to procure Talent Acquisition, Recruiting Services or Sourcing Services from any other vendor or through its own actions or efforts.

M. MISCELLANEOUS.

1. **Entire Agreement.** The Recitals and Exhibits are an integral part of this Agreement. This Agreement embodies the entire understanding between the Parties with respect to the arrangements contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations, warranties, or statements, oral or written, are hereby merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated, except by an instrument in writing, signed by the Parties to be charged or as is provided for in this Agreement.
2. **Notices.** All notices, requests and other communications required to be given under this Agreement shall be in writing, and shall be mailed by certified mail, postage prepaid and return receipt requested, or delivered by hand. Any such notice shall be considered to have been given when received, or if mailed, five (5) business days after it was mailed, as evidenced by the postmark. The mailing address for notice to either party shall be the following addresses, unless changed by notice as provided in this Agreement:

If to Client: **CITY OF CHELSEA** **mcolburn@city-chelsea.org**
 305 MAIN STREET, SUITE 101 **CHELSEA, MI 48118**

If to Consultant: **SAGE SOLUTIONS GROUP** **h.reyst@sagesolutionsgroup.com**
 17199 N LAUREL PARK DRIVE,
 SUITE 401 **LIVONIA, MI 48152**

3. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the provisions of the laws of the State of Michigan.
4. **Partial Invalidity and Severability.** In the event that any portions of this Agreement should be invalid under applicable existing law, then such portions are to be modified in the letter and spirit of this Agreement to the extent permitted by applicable law so as to be rendered valid. Any portions of this Agreement which are invalid under applicable law shall not render this Agreement or any other part hereof invalid, but such invalid portions shall be inapplicable until the Parties hereto have made appropriate changes, in accordance with applicable law, to achieve the spirit of the invalid provision.

5. **Non-Assignment.** Neither Client nor Consultant may assign this Agreement in any manner, in whole or in part, by operation of law or otherwise, without the prior written consent of the other.
6. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the Parties to it and their successors and permitted assigns, provided no assignment shall relieve the assigning Party of its obligations under the Agreement.
7. **Non-Exclusive Relationship.** This Agreement is not exclusive. Consultant may provide consulting services, talent acquisition services or materials to third parties that may be similar to the consulting services, talent acquisition services or materials Consultant provides to Client, without any obligation or liability to Client.
8. **Counterparts and Electronic Signature.** This Agreement may be executed in counterparts which, when taken together, constitute a single instrument, and a facsimile or electronically scanned signature shall be considered as authentic as the original.
9. **Non-Discrimination.** Neither party shall differentiate or discriminate in the provision of any Consulting Services, Executive Consulting Services, Sourcing or Recruiting Services under this Agreement on the basis of race, sex, creed, age, religion, marital status, mental or physical disability, color, national origin, sexual orientation, gender identity, or any other grounds prohibited by law. Should Client or Consultant learn of any potential violation of this non-discrimination clause, it shall immediately notify the other party.

AGREED TO THE ABOVE:

On behalf of Client

MARTIN COLBURN

Print Name:

CITY MANAGER

Its:

Date:

On Behalf of Consultant

HEIDI REYST

Print Name:

PRESIDENT

Its:

3/4/2024

Date:

SCHEDULE A - SERVICES

Sage provides consulting services at an hourly rate, billed in increments of 15 minutes. There is a minimum 4-hour charge for services provided offsite, or at a client location. Rates are determined by the complexity of the services provided, and those rates coincide with the following rate categories: Generalist, Manager, Specialist and Director.

The table below delineates the charges by service category.

SERVICE LINES

PRICING RATE	GENERALIST	MANAGER	SPECIALIST	DIRECTOR	COMPLEX
COMPLEXITY	LOW	MODERATE	HIGH	VERY HIGH	VARIABLE
HOURLY RATE	\$60.00	\$60.00	\$100.00	\$160.00	VARIES
ADA					
BENEFITS					
COMPENSATION					
CORRECTIVE ACTION					
FILE AUDIT					
FLSA & HR AUDIT					
FMLA & LEAVES					
GARNISHMENTS					
EMPLOYEE HANDBOOKS					
HR ADMINISTRATION					
HRIS SYSTEM IMPLEMENTATION & TAX REGISTRATION					
HRIS SYSTEM MANAGEMENT					
INVESTIGATIONS					

Sage reserves the right to determine the level of complexity of services based on our knowledge and expertise.

SCHEDULE A - NO PROFIT SERVICES CONTINUED

RATE CATEGORY	GENERALIST	MANAGER	SPECIALIST	DIRECTOR	COMPLEX
COMPLEXITY	LOW	MODERATE	HIGH	VERY HIGH	VARIABLE
HOURLY RATE	\$60.00	\$60.00	\$100.00	\$160.00	VARIES
JOB DESCRIPTIONS					
ON-BOARDING					
OFF-BOARDING					
PAYROLL					
PERFORMANCE APPRAISAL PROGRAM DEVELOPMENT					
PERFORMANCE APPRAISAL PROGRAM MANAGEMENT					
POLICY DEVELOPMENT					
PRODUCT DEVELOPMENT					
SAFETY					
SEPARATION					
STATE REGISTRATIONS (TAX, WORKERS' COMPENSATION)					
SURVEYS					
TALENT ACQUISITION (SOURCING)					
UNEMPLOYMENT					
WORKERS' COMPENSATION					

Sage reserves the right to determine the level of complexity of services based on our knowledge and expertise.

SCHEDULE A - PRODUCTS & PROJECTS

Sage provides HR products ranging from basic templates (e.g., Job Descriptions) to complex customized documents (e.g., Confidentiality & Non-disclosure Agreements). These documents and templates are developed by Sage, where the focus is on HR best practices and compliance with employment laws, rules and regulations.

PRODUCT	DESCRIPTION	COST
SAGE EMPLOYEE HANDBOOK TEMPLATE	5 HRS OF CUSTOMIZATION PROVIDED	\$1400.00
MONTHLY FEE - PRIMALOGIK	FOR SUBSCRIBERS OF PRIMALOGIK THROUGH SAGE	TBD*
MONTHLY FEE - M365 LICENSE	ONE LICENSE, FOR ONE MONTH FOR SHARED MAILBOX WITH CLIENT	\$12.50
EMOTIONAL INTELLIGENCE ASSESSMENT	ADMINISTER EQ-i 2.0 WITH DEBRIEF SESSION	\$350.00
STANDARD DOCUMENT	NO CUSTOMIZATION REQUIRED	\$80.00
COMPLEX DOCUMENT	CUSTOMIZATION TYPICALLY REQUIRED	\$160.00
JOB DESCRIPTION TEMPLATE	CUSTOMIZATION (UP TO 2 HOURS)	\$240.00
PERFORMANCE APPRAISAL TEMPLATE	CUSTOMIZATION (UP TO 2 HOURS)	\$240.00
HIRING KIT	BASIC DOCUMENTS REQUIRED TO BEGIN HIRING	\$2000.00
COMPENSATION - MARKET SURVEY	DETERMINE MARKET RATE FOR ONE POSITION	\$220.00
COMPENSATION - COMPENSABLE FACTOR DEVELOPMENT	PROJECT PRICING BASED ON NUMBER OF POSITIONS	TBD**
COMPENSATION - EMPLOYEE ANALYSIS AND CURE PLAN	PROJECT PRICING BASED ON NUMBER OF POSITIONS	TBD**
SAFETY PROGRAM	SAFETY PROGRAM (SET-UP; AUDITING; ROOT-CAUSE ANALYSES; TRAINING; REMEDIATION)	TBD**
SAFETY PROGRAM MANUAL	CUSTOMIZED SDS BINDER	\$800.00
SAFETY PROGRAM MANUAL	HAZARDOUS COMMUNICATION FOR THE CLIENT	\$800.00
SAGE U TRAINING	LEADERSHIP TRAINING MODULE	\$800.00
SAGE U TRAINING	NON-LEADERSHIP TRAINING MODULE	\$480.00
SAGE U TRAINING	CUSTOMIZED TRAINING MODULE	TBD**
TALENT ACQUISITION	RECRUITING (PERCENTAGE OF ANNUAL SALARY)	18.00%
TALENT ACQUISITION	SOURCING (HOURLY RATE IN 15 MIN INCREMENTS)	\$60.00
TALENT ACQUISITION	SOURCING NEW POSITION SET UP FEE	\$200.00
ENGAGEMENT PROGRAM	EMPLOYEE ENGAGEMENT SURVEY	\$2,800.00

* This is based on the number of seats

** Priced individually



SCHEDULE B - TALENT ACQUISITION SERVICES

RECRUITING SERVICES

Sage provides search and placement services (recruitment), including providing its clients with information concerning applicants whom Client agrees to consider for employment. The applicants we present are located through our reputation, recruiting partners, and effective recruiting tools. Client agrees to keep confidential the identities and related information we present concerning applicants and to use this information solely for the purpose of Client's consideration of these applicants.

Contingency Recruitment

Client understands that we work on a contingency basis. Each order we receive must be balanced against all other orders

currently available to us. Because the relationship is nonexclusive, the applicants we contact may be presented to more than one client. The fee for our services is earned if an applicant is hired by Client or any of its affiliates on a permanent, contract or consulting basis at any time within one year of the date the applicant is submitted to Client.

Recruitment Guarantee

Hired candidates that separate within 90 days of hire will be replaced by Sage.

Recruitment Thresholds

Sage will only recruit for the following positions:

- Positions with an Annual Compensation Rate of \$70,000 or higher

Recruitment Pricing

The fee for recruiting is 18.00% of the Annual Compensation Rate. The Annual Compensation Rate is the Base wages of the first 12 months of employment. For positions that do not meet the threshold for recruiting, please refer to the sourcing services below.

SOURCING SERVICES

With sourcing, Sage works on behalf of the client to find candidates for open positions.

Sourcing Process

As part of that process, Sage will:

- Work with the client to craft advertisements that will attract the right types of candidates
- Develop and post position advertisements on relevant job boards
- Manage the incoming resumes, based on agreed upon qualifiers
- Phone screen candidates who meet the required qualifications, and dispose those who do not meet the required qualifications
- Assist with the formal interview process as requested by the client
- Review the quality of candidates routinely to ensure the candidate pool is applicable
- If the candidate pool is not as expected, modifications will be made to increase the quality of candidates

No Guarantee

- Sourcing does not guarantee that candidates will show up or be hired
- This is not a contingency fee. Rather, this is an hourly rate for the above mentioned service regardless of quality and quantity of candidates

Sourcing Pricing

- For each position sourced, refundable \$200.00 position set-up fee
- The hourly rate for sourcing positions is \$60.00/hour



Agenda Item Summary

Meeting of: April 1, 2024

Agenda Item Title: Adopt at Second Reading of Ordinance #184

Submitted by: Attorney Fink

Approved for submittal:

City Manager

Explanation of Agenda Item:

The Purpose of this Ordinance is to move the City's Disorderly Conduct Ordinance from Chapter 20 to Chapter 18 and to clarify language. Currently, the City of Chelsea Code of Ordinances does not address Disorderly Conduct violations that occur outside of parks and schools. To protect against events of Disorderly Conduct more universally, staff are recommending removing the Disorderly Conduct Violation from Chapter 20. Parks and Recreation and placing it in Chapter 18. Offenses so that any disorderly conduct throughout the city can be considered a violation of the City Code.

Budget Considerations: N/A

Budget Line-Item Assignment:

City Manager Comments/Recommendation:

City Manager Recommended Form of Motion: Motion to approve at First Reading Ordinance #184 to amend Chapters 18 and 20 of the City Code of Ordinances.

Names and addresses of those to be notified: N/A

Attachments: Draft Second Reading of Ordinance #184

All Agenda Item Summaries and any attachments are due in the City Clerk's Office by noon on the Wednesday prior to the City Council meeting. If the Wednesday prior to the City Council meeting is a holiday, then the submission deadline is noon on Tuesday.

CITY OF CHELSEA
WASHTENAW COUNTY, MICHIGAN

ORDINANCE NO. 184

SECOND READING

AN ORDINANCE TO REMOVE ARTICLE II. PARKS AND PLAYGROUND REGULATIONS, SECTION 20-32 DISORDERLY CONDUCT OF CHAPTER 20 PARKS AND RECREATION FROM THE CITY CODE; AND TO AMEND ARTICLE V. OFFENSES AGAINST PUBLIC PEACE, OF CHAPTER 18 OFFENSES BY ADDING SECTION 18-158 DISORDERLY CONDUCT, TO THE CITY CODE.

THE CITY OF CHELSEA ORDAINS:

That Article II. Parks and Playground Regulations, Section 20-32 Disorderly Conduct of Chapter 20 Parks and Recreation be removed from the Code of Ordinances, and that Section 18-158 Disorderly Conduct, Article V. Offenses Against Public Peace, of Chapter 18 Offenses by add to read as follows:

Sec. 18-158. Disorderly Conduct.

No person or group of persons shall engage in any drunken, loud, boisterous, disorderly or indecent conduct, nor shall any person or group of persons commit or engage in any activity which shall endanger or annoy other persons or disturb the peace or good order in a public space.

This ordinance was introduced at a meeting of the City Council of the City of Chelsea on the day of 2024, and was duly adopted at a meeting of the City Council of the City of Chelsea on the day of 2024.

Jane Pacheco, Mayor

Lyn Sebestyen, City Clerk

FIRST READING: March 18, 2024
SECOND READING: April 1, 2024
PUBLISHED:
EFFECTIVE:



Agenda Item Summary

Meeting of: April 1, 2024

Agenda Item Title: First Reading of Solar Zoning Ordinance Text Amendment

Submitted by: Paul Montagno and Michelle Marin

Approved for submittal:

City Manager

Explanation of Agenda Item:

There is no language currently in the zoning ordinance to permit or regulate solar facilities in the city. Planning staff and the Planning Commission created draft language to amend the Zoning Ordinance to address this issue. The Planning Commission discussed the ordinance amendment at multiple work sessions: over the past months. A public hearing was held on March 19, 2023. At the March 19, 2024, regular meeting, the Planning Commission passed a resolution recommending approval of the proposed text amendment that would permit and regulate solar energy systems within the City of Chelsea.

Budget Considerations: N/A

Budget Line-Item Assignment:

City Manager Comments/Recommendation: I recommend approval of the First Reading of the Solar Zoning Ordinance Text Amendment.

City Manager Recommended Form of Motion: Approve at First Reading Solar Zoning Ordinance Text Amendment.

Names and addresses of those to be notified: None

Attachments: Draft First Reading of Solar Ordinance Text Amendment

All Agenda Item Summaries and any attachments are due in the City Clerk's Office by noon on the Wednesday prior to the City Council meeting. If the Wednesday prior to the City Council meeting is a holiday, then the submission deadline is noon on Tuesday.

Section 4.29 – Solar Energy Systems

A. Intent.

The City of Chelsea promotes the effective and efficient use of solar energy systems. To protect public health, safety, and welfare, it is in the interest of the City to regulate the siting, design, and installation of solar energy systems so that they are compatible with the subject and neighboring land uses.

B. Applicability.

This section applies to any solar energy system or facility with a nameplate capacity below 50 megawatts.

C. Definitions.

- (1) *Solar energy system*: A solar photovoltaic cell, panel, or array that converts solar energy to usable thermal, mechanical, chemical, or electrical energy.
- (2) *Ground-mounted solar energy system*: A freestanding solar energy system that is not attached to and is separate from any building on the same parcel on which the solar energy system is located.
- (3) *Building-mounted solar energy system*: A solar energy system that is attached to a building on a parcel as the principal method of physical support.

D. Permit required.

Building-mounted solar energy system installations require a zoning compliance permit, approved by the Community Development Department. Ground-mounted solar energy system installations require a site plan that may be approved administratively. All solar energy systems proposed as part of a site plan must be indicated on the site plan.

E. Exemptions.

The following instances are exempt from review by the Community Development Department.

- (1) The installation of a solar energy system to power a single device or specific piece of equipment such as a lawn ornament, lights, weather station, clock, well pump, or other similar device, provided that the solar energy system is no larger than six (6) square feet and the device itself is not subject to zoning compliance approval.
- (2) The repair or replacement of an existing approved solar system does not result in an expansion of the solar energy system coverage area.

F. Standards for all solar energy systems.

- (1) The exterior surfaces of solar energy systems shall be generally neutral in color and substantially non-reflective in light.
- (2) Solar energy systems shall be functional and in good repair.
- (3) Solar energy systems shall be installed, maintained, and used only in accordance with the manufacturer's directions, the International Fire Code, the Michigan Construction Code, the Michigan Electrical Code, and all other applicable building and construction codes. Upon request, a copy of such directions shall be submitted to the Building Official prior to installation. The Building Official may inspect the completed installation to verify compliance with the manufacturer's directions and all codes.
- (4)

G. Standards for building-mounted solar energy systems.

- (1) Building-mounted solar energy systems are permitted as an accessory use in any zoning district and are subject to the regulations set forth in this Article.

- (2) Building-mounted solar energy systems shall be incidental and subordinate to a use on the same parcel.
- (3) Building-mounted solar energy systems in the M-52 Corridor Protection and Promotion Overlay Zoning District shall not be visible from the street level.
- (4) Building-mounted solar energy systems that are mounted on a wall shall not project above the wall.
- (5) Building-mounted solar energy systems shall not be required to comply with the maximum building height requirements for the respective zoning district. When mounted on a pitched roof, solar energy systems shall be mounted parallel to the roofline and shall not exceed a height of two (2) feet above the roofline. When mounted on a flat roof, solar energy systems shall not exceed a height of ten (10) feet above the roofline and shall be screened in accordance with Section 6.10, Mechanical Equipment.
- (6) Building-mounted solar energy systems shall not project horizontally beyond the eaves of the roof.
- (7) Building-mounted solar energy systems shall not be mounted on a building wall that is parallel to an adjacent public right-of-way.
- (8) Building-mounted solar energy systems that are mounted on a building wall shall not project into the required setback of the respective zoning district.
- (9) Solar energy systems mounted on the roof of a building shall be only of such weight as can safely be supported by the roof and the weight of snow and/or ice that they collect. Proof thereof, in the form of certification by a professional engineer or other qualified person, shall be submitted to the Building Official prior to installation; such certification shall be subject to the Building Official's approval.
- (10) Building-mounted solar energy systems shall be permanently and safely attached to the building or structure. Proof of the safety and reliability of the means of such attachment shall be submitted to the Building Official prior to installation; such proof shall be subject to the Building Official's approval.

H. Standards for ground-mounted solar energy systems.

- (1) Ground-mounted solar energy systems are a permitted accessory use in the LI – Light Industrial, GI – General Industrial, O-1 Office, MI – Medical Institutional, and PF – Public Facilities zoning districts.
- (2) Ground-mounted solar energy systems shall be located in the rear yard or side yard, not within any required setbacks unless permitted by the Planning Commission as a deviation in its approval of the site plan and provided it does not project into more than one required setback area.
- (3) Ground-mounted solar energy systems shall not exceed forty (40) feet in height, measured from the ground at the base of the equipment.
- (4) The area of the ground-mounted solar energy system shall not exceed fifty (50%) percent of the square footage of the ground floor area of the primary building of the property unless it is sited over required parking in which case there is no maximum lot coverage for the ground-mounted solar energy system.
- (5) Ground-mounted solar energy systems shall not count towards the maximum square footage of accessory structures allowed on site or maximum impervious surface area limits if the ground under the solar energy system is pervious.
- (6) If the ground under the ground-mounted solar energy system is impervious, the total area of ground-mounted solar energy systems shall be included in the calculation of the maximum permitted lot coverage requirement for the parcel of land.



Agenda Item Summary

Meeting of: April 1, 2024

Agenda Item Title: First Reading of Approval Expiration Zoning Ordinance Text Amendment

Submitted by: Paul Montagno and Michelle Marin

Approved for submittal:

City Manager

Explanation of Agenda Item:

Currently, zoning compliance permits and granted variances expire 180 days after they are issued. The proposed amendment would extend the expiration period from 180 days to one year to reflect the reality of the development process and to reduce the need for re-application. The Planning Commission discussed the ordinance amendment at their working session in March. A public hearing was held on March 19, 2023. The Planning Commission passed a resolution recommending approval of the proposed text amendment that would extend certain approval expiration from 180 days to one year within the City of Chelsea.

Budget Considerations: N/A

Budget Line-Item Assignment:

City Manager Comments/Recommendation: I recommend approval of the First Reading of the Approval Expiration Zoning Ordinance Text Amendment.

City Manager Recommended Form of Motion: Approve at First Reading Approval Expiration Zoning Ordinance Text Amendment.

Names and addresses of those to be notified: None

Attachments: Draft First Reading of Approval Expiration Zoning Ordinance Text Amendment.

All Agenda Item Summaries and any attachments are due in the City Clerk's Office by noon on the Wednesday prior to the City Council meeting. If the Wednesday prior to the City Council meeting is a holiday, then the submission deadline is noon on Tuesday.

- G. Any such change, variation, or alteration of the application and supporting documents shall require resubmission to the Planning and Zoning Administrator and the issuance of a new Zoning Compliance Permit.
- H. All fees required under this Ordinance must be paid in full prior to the issuance of the Zoning Compliance Permit, unless exception is made by the appropriate board authorized to waive or delay the payment of such fees.
- I. The applicant shall furnish to the Planning and Zoning Administrator, upon request, a title insurance policy or other acceptable evidence of ownership.
- J. A Zoning Compliance Permit shall be null and void unless the construction, work, alteration, addition and/or use is completed or established within **one year** ~~180 days~~ of the date of issuance of the Permit.
- K. The Planning and Zoning Administrator is authorized to prepare and make public application forms for a Zoning Compliance Permit. The Planning and Zoning Administrator is authorized attach conditions pertaining to the use, work, or occupancy of the land and premises to the Zoning Compliance Permit as authorized by this or other City Ordinances, or under any discretionary permit issued by any City decision-making body. Failure to comply with any such condition shall render the Zoning Compliance Permit null and void.

SECTION 14.04

Certificate of Occupancy

- A. No land or building shall be occupied or used in whole or part for any purpose until a Certificate of Occupancy has been issued by the Planning and Zoning Administrator. The Certificate of Occupancy shall state that the premises or building complies with all the provisions of this Ordinance.
- B. A Certificate of Occupancy shall be issued within 10 days after notification from the permit holder that the premises are ready for occupancy.
- C. The holder of a permit for construction, erection, alteration, repair, or moving of a building, structure, or part thereof, shall notify the Planning and Zoning Administrator immediately upon the completion of the work authorized by such permit for final inspection. The Planning and Zoning Administrator shall sign the Certificate of Occupancy within three (3) days of the application date if they find that the building or structure, the use of the building or land, and lot complies with the provisions of this Ordinance and with the approved site plan.
- D. If the Planning and Zoning Administrator refuses to issue a Certificate of Occupancy, they shall notify the applicant in writing of such refusal and the reasons thereof, within the three (3) day period.

SECTION 14.05

Public Notice Requirements

no permitted use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

(2) **Board Determination.** In its review, the Zoning Board of Appeals shall determine that:

- a) The requirements of the Ordinance for a variance have been met by the applicant.
- b) The reasons set forth in the application justify the granting of the variance.
- c) The variance is the minimum variance that will make possible a reasonable use of the land, building, or structure.
- d) Granting of the variance will be in harmony with the general purpose and intent of this Ordinance, and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.

C. Conditions. In granting any variance, the Board may prescribe appropriate conditions and safeguards in conformity with this Ordinance. Violations of such conditions, when made a part of the terms under which the variance is granted, shall be deemed a violation of this ordinance.

D. Voiding of Variance. Each variance granted under the provisions of this ordinance shall become null and void unless:

- (1) The construction authorized by such variance has been commenced within **one year** ~~180 days~~ after the granting of such variance and pursued diligently to completion; or,
- (2) The occupancy of land or buildings authorized by such variance has taken place within **one year** ~~180 days~~ after the granting of such variance.

E. Re-application. No application for a variance which has been denied wholly or in part by the Zoning Board of Appeals shall be resubmitted for a period of **one year** ~~365 days~~ from such denial, except on grounds of new evidence or proof of changed conditions found by the Zoning Board of Appeals to be valid.

SECTION 15.11

Nonconforming Structures

A. Requirements. Where the Zoning Board of Appeals is required to determine whether a nonconforming structure maybe enlarged, expanded, or extended, the following provisions shall apply:

- (1) The reasons for the nonconformity shall be limited to minimum lot area, lot width, required yards, off-street parking and loading requirements, and buffer requirements of the zoning district in which the nonconforming structure is located. A structure that is nonconforming because of lot coverage, floor area ratio, lot area per dwelling unit, or height limits shall not be expanded without removing the nonconformity.
- (2) The existing and proposed uses of such structures shall be permitted in the district in which located.