



CITY COUNCIL

March 7, 2022

1. Call to Order - 7:00 P.M. – City Council Chambers
2. Recitation - Pledge of Allegiance to the Flag of the United States of America
3. Roll Call
4. Presentation – Hear presentation by Public Safety Director Matthew Breed concerning the Department of Public Safety Honor's Board authorizing awards to Officers, Emmet EMS staff, Tribal Police staff and citizens for meritorious service
5. Consent Agenda – Adoption of a proposed resolution that would confirm approval of the following:
 - (a) February 21, 2022 regular session City Council meeting minutes
 - (b) Acknowledge receipt of a report concerning certain administrative transactions since February 21, 2022
6. Miscellaneous Public Comments
7. City Manager Updates
8. New Business
 - (a) Hear presentation by Public Safety Director Matthew Breed concerning the department's 2021 Annual Report
 - (b) Adoption of a proposed resolution that would authorize the City Manager to execute the Teamsters State, County and Municipal Workers Local 214 2022-2025 collective bargaining agreement
 - (c) Adoption of a proposed resolution that would approve the Michigan Municipal Employees' Retirement System (MMERS) Defined Contribution Plan Adoption Agreement for Public Works employees
9. City Council Comments
10. Adjournment

Alternatively, join the meeting via the Zoom platform

<https://us02web.zoom.us/j/89220799452>

Meeting ID: 892 2079 9452

+1 646 558 8656 US (New York)

Persons with disabilities who require assistance in order to participate in the electronic public meeting should contact the City Clerk at the earliest opportunity by emailing aterry@petoskey.us or by calling 231-347-2500 to request assistance.

Persons interested in addressing the City Council during the meeting under public comment period can press the "raise hand" button or send a chat message in Zoom or by phone press *9.

Public meetings are being monitored and violations of statutes will be prosecuted.



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: March 7, 2022

PREPARED: March 1, 2022

AGENDA SUBJECT: Department of Public Safety Honor's Board Presentation

RECOMMENDATION: That the City Council hear this presentation

Background The Department of Public Safety Honor's Board recently authorized awards to Officers, Emmet EMS staff, Tribal Police, CCE staff and citizens for meritorious service. Director Breed will present the awards to the recipients for commendable service throughout the community. Director Breed will present four types of awards including Lifesaving, Public Safety Commendation, Certificate of Merit and Citizen Awards.

Lifesaving Award

PSO Adam Whitley
PSO Scott Lamont
Emmet Paramedic Chelsea Wregglesworth
Emmet Paramedic Brian Lepird

Lifesaving Award

PSO Scott Lamont
PSO Hunter Arnold
Tribal Officer Nick Strobel
Tribal Officer Randy Lucy

Lifesaving Award

PSO Benjamin Carlson

Citizens Award

Rick Trudell

Citizens Award

Melanie Zamarron

Lifesaving Award

PSO Adam Whitley
PSO Hunter Arnold
Emmet Paramedic Dustin Gaberdiel
Emmet Paramedic Adam Peltier
Emmet Paramedic Matthew Robinson
Emmet Paramedic William Brodin

Lifesaving Award

PSO Will Bowen
PSO Hunter Arnold
Firefighter Scott Noble
Lt. Todd Troxel
Emmet Paramedic Mikayla Thorman
Emmet Paramedic Dustin Gaberdiel
Student Paramedic Daniel Wilding

Public Safety Citation

Lt. David Schultz

Certificate of Merit

CCE Dispatcher Melissa Dragicevich
CCE Dispatcher Baylon Kerr



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: March 7, 2022

PREPARED: March 3, 2022

AGENDA SUBJECT: Consent Agenda Resolution

RECOMMENDATION: That the City Council approve this proposed resolution

The City Council will be asked to adopt a resolution that would approve the following consent agenda items:

- (1) Draft minutes of the February 21, 2022 regular session City Council meeting; and
- (2) Acknowledge receipt of a report from the City Manager concerning all checks that have been issued since February 21, 2022 for contract and vendor claims at \$1,724,693.73, intergovernmental claims at \$9,170.24, and the March 3 payroll at \$218,837.66 for a total of \$1,952,701.63.

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Enclosures



CITY COUNCIL

February 21, 2022

A regular meeting of the City of Petoskey City Council was held in the City Hall Council Chambers, Petoskey, Michigan, on Monday, February 21, 2022. This meeting was called to order at 7:00 P.M.; then, after a recitation of the Pledge of Allegiance to the Flag of the United States of America, a roll call then determined that the following were

Present: John Murphy, Mayor
Tina DeMoore, City Councilmember
Derek Shiels, City Councilmember
Brian Wagner, City Councilmember
Lindsey Walker, City Councilmember

Absent: None

Also in attendance were Interim City Manager/Clerk-Treasurer Alan Terry, Public Works Director Michael Robbins, Parks and Recreation Director Kendall Klingelsmith, Finance Supervisor Audrey Plath and Executive Assistant Sarah Bek.

Consent Agenda - Resolution No. 19635

Following introduction of the consent agenda for this meeting of February 21, 2022, City Councilmember Wagner moved that, seconded by City Councilmember DeMoore adoption of the following resolution:

BE IT RESOLVED that the City Council does and hereby confirms that the draft minutes of the February 7, 2022 regular session and February 14, 2022 special session City Council meetings be and are hereby approved; and

BE IT RESOLVED that receipt by the City Council of a report concerning all checks that had been issued since February 7, 2022 for contract and vendor claims at \$1,654,428.48, intergovernmental claims at \$7,818.83, and the February 17 payroll at \$213,302.03, for a total of \$1,875,549.34 be and is hereby acknowledged.

Said resolution was adopted by the following vote:

AYES: DeMoore, Shiels, Wagner, Walker, Murphy (5)
NAYS: None (0)

Hear Public Comment

Mayor Murphy asked for public comments and there were no comments.

Hear City Manager Updates

The City Manager reviewed that Zachary Sompels accepted the City Planner position and is expected to begin work on March 21; that City Council selected 6 candidates to be interviewed for the City Manager position with interviews scheduled for March 23 and an opportunity for the public to meet the candidates at an informal meet and greet at Stafford's Perry Hotel on March 22 from 5:00-7:00 P.M.; that the U.S. Coast Guard and Emmet County Office of Emergency Management will perform an ice rescue operation at noon on Saturday, February 26; and that contractors will be staging equipment off East Lake Street in preparation for the project beginning once winter breaks.

Authorize Festival Area Roof Replacement Contract – Resolution No. 19636

The City Manager reviewed that the City's Capital Improvement Plan included budgeted funds of \$30,000 to replace the shingled roof of Festival Area Shelter with a standing seam metal roof; that the current roof is over 30 years old; that a \$5,000 contingency was included to fix any issues outside of the scope of the roof due to concern the support under the shingles may be rotted due to water damage; that there is a 45-year manufacture warranty and a 2-year labor warranty covered by the contractor; and that three bids were submitted with the lowest bidder by Story Roofing Company, Gaylord, in the amount of \$18,845.

The Parks and Recreation Director reviewed that the style of the roof will match the Bear River Shelter and that the project should take five days and will be completed prior to Memorial Day.

City Councilmembers were pleased to see bids under budget and inquired if staff was familiar with the low bidder.

The Parks and Recreation Director responded that he requested references and completed 6-8 reference checks and Beckett and Raeder was also familiar with the contractor.

City Councilmember Shiels moved that, seconded by City Councilmember Walker to authorize contracting with Story Roofing Company, Gaylord, in the amount of \$18,845 for installation of a metal roof on Festival Area Shelter.

Said motion was adopted by the following vote:

AYES: DeMoore, Shiels, Wagner, Walker, Murphy (5)

NAYS: None (0)

Approve License Agreement with Little Traverse Bay Ferry Company – Resolution No. 19637

The City Manager reviewed that in 2020 the City approved an agreement with the Little Traverse Bay Ferry Company allowing them the use of a slip and the privilege to operate their services off of Pier A; that last year staff approached the ferry company if there was interest in having their operations out of the vacant Resource Center Visitors Room; that the Resource Center Visitors Room has not been used for anything in over 10 years; that the license agreement for use of the room grants the ferry company the right to sell tickets, provide information and offer ferry related only merchandise for sale; that the license agreement is a one-year term at \$10,500 and is renewable; and that the license agreement was reviewed by the City Attorney.

City Councilmembers inquired if the room had been rented out in the last 10 years; if there was a separate agreement regarding the \$1,000 fee for use of Pier A; encouraged wayfinding signage for visitors; and that use of the room is a great idea.

The Parks and Recreation Director responded that in the last 10 years the City had not tried to rent out the room; there should not be any increased parking issues since visitors would be parking to ride the ferry anyway; Marina staff receives a lot of questions concerning the ferry; sandwich board signs will be used to direct visitors to the office; and there is a separate agreement for use of Pier A.

Mayor Murphy asked for public comments and heard from Chris Chamberlain, Little Traverse Bay Ferry owner, thanked the City for inviting them to Petoskey; that he operates three other boats out of municipalities in Lansing, Detroit and Grand Ledge; and there is a demand for private parties and would like to talk to City Council regarding future possibilities in Petoskey.

Mayor Murphy responded that a discussion item could be added to a future agenda.

City Councilmember Wagner moved that, seconded by City Councilmember Shiels to approve license agreement with Little Traverse Bay Ferry Company for use of Resource Center Visitors Room.

Said motion was adopted by the following vote:

AYES: DeMoore, Shiels, Wagner, Walker, Murphy (5)

NAYS: None (0)

Approve MDOT Small Urban Program Contract for State Street – Resolution No. 19638

The City Manager reviewed that the annual budget and CIP included \$675,000 for pavement resurfacing and concrete repairs to State Street between Howard Street and Kalamazoo Avenue; that this local roadway is designated a Major Street under Act 51 by MDOT and is eligible for grant funding for maintenance and reconstruction through the Small Urban Program; grant funding would provide \$375,000 and project is managed through MDOT; and the City provides project engineering services separate from the agreement.

City Councilmembers inquired on what type of notice residents would receive regarding the project; inquired if electric was all underground on State Street; and how costs are controlled with MDOT.

The Public Works Director responded that staff will go door-to-door and notify residents of the mill and fill project which will begin June 13 and end by July; that State Street is all underground; the project will provide all new drive approaches, new sidewalks and curbs; and MDOT holds contract and the City is not allowed to change anything unless there is a change order and State must approve.

City Councilmember Walker moved that, seconded by City Councilmember DeMoore adoption of the following resolution:

WHEREAS, the City of Petoskey seeks to repave and make improvements to State Street between Howard Street and Kalamazoo Avenue; and

WHEREAS, the Michigan Department of Transportation (MDOT), through its Small Urban Program has identified grant funding to pay up to \$375,000 of construction costs; and

WHEREAS, MDOT has requested that the City enter into a contract to allow for contract administration and a local share of these construction costs:

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Clerk are authorized to execute contract number 22-5010, Control Section STUL 24000, Job Number 208199CON with MDOT, and take all other necessary steps to complete the State Street project.

Said resolution was adopted by the following vote:

AYES: DeMoore, Shiels, Wagner, Walker, Murphy (5)

NAYS: None (0)

Decertify/Vacate Portion of Jackson Street Near Ring Road – Resolution No. - 19639

The City Manager reviewed that as part of the McLaren Northern Michigan Hospital's recent expansion of on-campus facilities, Jackson Street between the hospital Ring Road and Charlevoix Avenue was extended west to better align with Cemetery Road and provide continuity within the confines of the hospital campus; the hospital constructed the Jackson Street extension on hospital property and recently deeded all associated property to the City which now allows the extension to be added to the City's street system per Public Act 51; that all street additions and/or deletions to the City's street system must be certified via resolution for purposes of motor fuel tax reimbursement; and Jackson Street is classified as a local street and will require two specific resolutions to decertify the old portion and certify the current reconfiguration.

City Councilmembers inquired how road is turned over to the City; inquired who will maintain the street; and inquired if this project is similar to North Central Michigan College's Ring Road.

The Public Works Director responded that the hospital acquired the County Road Commission property and vehicular traffic had to get to US-31 in order to get to hospital property and this addition made hospital campus more contiguous; the hospital abandoned for the City and the City installed utilities from West Mitchell Street to Ring Road and both the City and hospital benefit; that the City will continue to maintain road; and Jackson Street is similar to the college, however the college is not going through with their Ring Road project.

City Councilmember Shiels moved that, seconded by City Councilmember DeMoore adoption of the following resolution:

NOW, THEREFORE IT IS RESOLVED:

At a regular meeting of the City Council of Petoskey, Michigan, held at the City Hall on February 21, 2022, the following resolution was offered by member Derek Shiels, and supported by member Tina DeMoore.

WHEREAS, the City of Petoskey does wish to decertify/vacate a portion of Jackson Street. This decertification/vacation of Jackson Street is located between US-31/Spring Street and US-31/Charlevoix Avenue for a total decertification/vacation length of 589.35 feet.

Said resolution was adopted by the following vote:

AYES: DeMoore, Shiels, Wagner, Walker, Murphy (5)

NAYS: None (0)

Certify Reconfigured Jackson Street – Resolution No. 19640

City Councilmember Walker moved that, seconded by City Councilmember Wagner adoption of the following resolution:

WHEREAS, the City of Petoskey did on November 15, 2021 acquire title to Jackson Street; and

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended:

NOW, THEREFORE IT IS RESOLVED:

1. That the center line of Jackson Street is described as:

Centerline of Jackson Street which is part of Government Lots 3 & 4, Section 6, Township 34 North, Range 5 West and part of Government Lot 1, Section 1, Township 34 North, Range 6 West, City of Petoskey, Emmet County, Michigan which is more particularly described as follows:

BEGINNING AT the West 1/4 corner of Section 6, Township 34 North, Range 5 West, City of Petoskey, Emmet County Michigan, being the intersection of Jackson Street, Charlevoix Ave. and Cemetery Road; thence along the centerline of Jackson Street on the following 3 courses N 00°21'56"E 337.66 feet; thence 246.62 feet along the arc of a curve to the right, radius 160.00 feet, delta 88°18'57", long chord N 44°55'25"E 222.92 feet and thence N 89°04'53"E 399.62 feet to the PLACE OF ENDING.

2. That said street is located within a City right-of-way and is under the control of the City of Petoskey.

3. That said street is a public street and is for public street purposes.

4. That said street is accepted into the municipal street system and is open to the public for public use on or before December 31, 2021.

Said resolution was adopted by the following vote:

AYES: DeMoore, Shiels, Wagner, Walker, Murphy (5)

NAYS: None (0)

Authorize Motor Pool Purchases – Resolution No. 19641

The City Manager reviewed that the annual budget and CIP allocated \$495,000 within the Motor Pool Fund to purchase certain vehicles and equipment; that the City purchases from the State of Michigan Mi-Deal Purchasing Contract and the National Intergovernmental Purchasing Alliance (National IPA); due to availability issues staff was requesting to purchase three vehicles as they become available based on 2021 costs with an additional \$500 added for vehicle color; and final purchases will be based upon availability and will not exceed budgeted amounts.

City Councilmembers asked what happens to auction proceeds and suggested that it is better to approve up to \$35,000 per vehicle in case estimated amount is more.

The Public Works Director responded that auction proceeds are deposited back into the Motor Pool Fund and that staff was asking for approval of the unavailable vehicles not to exceed \$35,000.

City Councilmember Walker moved that, seconded by City Councilmember DeMoore to authorize purchasing the following vehicles and equipment under the Mi-Deal State of Michigan purchasing contract and National IPA at the following not to exceed amounts:

- Bobcat UW56 Utility Work Machine with attachments from Clark Equipment Company dba Bobcat Company of West Fargo, North Dakota, at a cost not to exceed \$77,000.73.
- Utility Box from Truck & Trailer Specialties, Inc., Boyne Falls, at a cost not to exceed \$80,824.00.
- Commercial mower, Toro Groundsmaster with out-front and side-wing deck assemblies from Spartan Distributors, Sparta, at a cost not to exceed \$78,855.90.
- Three extended cab, four-wheel-drive, pick-ups, from either Todd Wenzel Fleet and Commercial Truck Sales, Westland or Berger Chevrolet Fleet Sales, Grand Rapids at a cost not to exceed \$35,000 each.

Said motion was adopted by the following vote:

AYES: DeMoore, Shiels, Wagner, Walker, Murphy (5)

NAYS: None (0)

Council Comments

Mayor Murphy asked for City Council comments and Councilmember Wagner commended staff on requested items being under budget and collaboration with other organizations on projects. City Councilmember Shiels commented that he had received a complaint from a disc golfer resident and that trash cans were removed from River Road and requested trash cans and benches to be installed again at the park. City Councilmember DeMoore dittoed Councilmember Wagner's comments and also appreciates staff's efforts in applying and receiving grants. Mayor Murphy commented on the fantastic ice sculptures throughout downtown and that the DMB did a great job with the winter week event.

The Parks and Recreation Director responded that trash cans are removed at a certain time of year and installed again in the spring of the year and the bench request would be considered.

Adjourn to Closed Session – Resolution No. 19642

City Council was being asked to adjourn to a closed session pursuant to Section 8(c) of the Michigan Open Meetings Act, to consider strategy and negotiations of a collective bargaining agreement.

City Councilmember Shiels moved that, seconded by City Councilmember DeMoore adoption of the following resolution:

WHEREAS, the City Manager has requested that the City Council adjourn to a closed session, pursuant to Section 8(c) of the Michigan Open Meetings Act, to consider the strategy and negotiations of a collective bargaining agreement, at the City Council's regular meeting of February 21, 2022:

NOW, THEREFORE, BE IT RESOLVED that the City Council does and hereby authorizes to adjourn to a closed session, to consider strategy and negotiations of a collective bargaining agreement.

Said resolution was adopted by the following vote:

AYES: DeMoore, Shiels, Wagner, Walker, Murphy (5)

NAYS: None (0)

City Council adjourned into closed session at 7:38 P.M.

There being no further business to come before the City Council, this February 21, 2022, meeting of the City Council adjourned at 8:15 P.M.

John Murphy, Mayor

Alan Terry, Clerk-Treasurer

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Invoice GL Account Title	Check Amount
02/22	02/23/2022	96098	Aflac	701-000-230.180	AFLAC Insurance Premiums	727.16
02/22	02/23/2022	96099	Airgas USA LLC	661-598-785.000	Small Tools & Supplies	28.70
02/22	02/23/2022	96099	Airgas USA LLC	661-598-785.000	Small Tools & Supplies	56.45
02/22	02/23/2022	96100	Amazon Capital Services	101-268-775.000	Materials & Supplies	13.53
02/22	02/23/2022	96100	Amazon Capital Services	101-172-751.000	Office Supplies	33.81
02/22	02/23/2022	96100	Amazon Capital Services	101-345-751.000	Office Supplies	6.99
02/22	02/23/2022	96100	Amazon Capital Services	101-268-775.000	Materials & Supplies	29.00
02/22	02/23/2022	96100	Amazon Capital Services	101-345-751.000	Office Supplies	268.95
02/22	02/23/2022	96100	Amazon Capital Services	101-268-775.000	Materials & Supplies	58.23
02/22	02/23/2022	96101	Amazon Credit Plan	271-790-986.000	Tech. Equipment & Software	49.99
02/22	02/23/2022	96101	Amazon Credit Plan	271-790-751.000	Office/Library Supplies	179.80
02/22	02/23/2022	96101	Amazon Credit Plan	271-790-751.000	Office/Library Supplies	84.74
02/22	02/23/2022	96101	Amazon Credit Plan	271-790-760.000	Books - Adult	12.00
02/22	02/23/2022	96101	Amazon Credit Plan	271-790-802.000	Contracted Services	239.88
02/22	02/23/2022	96101	Amazon Credit Plan	271-790-958.100	Programming - Adult	85.25
02/22	02/23/2022	96101	Amazon Credit Plan	271-790-760.000	Books - Adult	31.15
02/22	02/23/2022	96101	Amazon Credit Plan	271-790-958.200	Programming - Young Adult	40.53
02/22	02/23/2022	96101	Amazon Credit Plan	271-790-751.000	Office/Library Supplies	22.65-
02/22	02/23/2022	96102	AMERICAN PUBLIC WORKS ASSOC.	582-593-802.000	Contracted Services	420.00
02/22	02/23/2022	96103	Axon Enterprises Inc.	101-345-802.000	Contracted Services	14,554.40
02/22	02/23/2022	96104	Blue Care Network	101-172-724.000	Fringe Benefits	396.52
02/22	02/23/2022	96104	Blue Care Network	101-201-724.000	Fringe Benefits	2,537.69
02/22	02/23/2022	96104	Blue Care Network	101-208-724.000	Fringe Benefits	475.82
02/22	02/23/2022	96104	Blue Care Network	101-215-724.000	Fringe Benefits	396.52
02/22	02/23/2022	96104	Blue Care Network	101-265-724.000	Fringe Benefits	547.19
02/22	02/23/2022	96104	Blue Care Network	101-268-724.000	Fringe Benefits	1,177.64
02/22	02/23/2022	96104	Blue Care Network	592-560-724.000	Fringe Benefits	1,189.54
02/22	02/23/2022	96104	Blue Care Network	101-773-724.000	Fringe Benefits	285.49
02/22	02/23/2022	96104	Blue Care Network	101-789-724.000	Fringe Benefits	666.14
02/22	02/23/2022	96104	Blue Care Network	271-790-724.000	Fringe Benefits	4,678.88
02/22	02/23/2022	96104	Blue Care Network	514-587-724.000	Fringe Benefits	396.52
02/22	02/23/2022	96104	Blue Care Network	582-588-724.000	Fringe Benefits	4,029.07
02/22	02/23/2022	96104	Blue Care Network	592-549-724.000	Fringe Benefits	1,665.36
02/22	02/23/2022	96104	Blue Care Network	101-345-724.000	Fringe Benefits	12,450.52
02/22	02/23/2022	96104	Blue Care Network	101-400-724.000	Fringe Benefits	158.61
02/22	02/23/2022	96104	Blue Care Network	101-441-724.000	Fringe Benefits	1,110.24
02/22	02/23/2022	96104	Blue Care Network	101-754-724.000	Fringe Benefits	535.29
02/22	02/23/2022	96104	Blue Care Network	101-756-724.000	Fringe Benefits	1,070.59
02/22	02/23/2022	96104	Blue Care Network	101-770-724.000	Fringe Benefits	2,458.40
02/22	02/23/2022	96105	BLUE CROSS\BLUE SHIELD - MICH.	101-172-724.000	Fringe Benefits	1,009.74
02/22	02/23/2022	96105	BLUE CROSS\BLUE SHIELD - MICH.	101-201-724.000	Fringe Benefits	420.72
02/22	02/23/2022	96105	BLUE CROSS\BLUE SHIELD - MICH.	101-208-724.000	Fringe Benefits	504.87
02/22	02/23/2022	96105	BLUE CROSS\BLUE SHIELD - MICH.	101-345-724.000	Fringe Benefits	7,068.20
02/22	02/23/2022	96105	BLUE CROSS\BLUE SHIELD - MICH.	101-441-724.000	Fringe Benefits	1,262.18
02/22	02/23/2022	96105	BLUE CROSS\BLUE SHIELD - MICH.	204-481-724.000	Fringe Benefits	3,113.36
02/22	02/23/2022	96105	BLUE CROSS\BLUE SHIELD - MICH.	271-790-724.000	Fringe Benefits	1,497.78
02/22	02/23/2022	96105	BLUE CROSS\BLUE SHIELD - MICH.	514-587-724.000	Fringe Benefits	841.44
02/22	02/23/2022	96105	BLUE CROSS\BLUE SHIELD - MICH.	582-588-724.000	Fringe Benefits	1,727.76
02/22	02/23/2022	96105	BLUE CROSS\BLUE SHIELD - MICH.	592-549-724.000	Fringe Benefits	4,627.98
02/22	02/23/2022	96105	BLUE CROSS\BLUE SHIELD - MICH.	592-560-724.000	Fringe Benefits	504.87
02/22	02/23/2022	96106	BS&A Software	101-215-802.000	Contracted Services	1,200.00
02/22	02/23/2022	96107	Buhk, Tobin	271-790-958.100	Programming - Adult	200.00
02/22	02/23/2022	96108	CCP Industries Inc.	204-481-767.000	Uniforms	69.63
02/22	02/23/2022	96108	CCP Industries Inc.	661-598-767.000	Other - Uniforms	69.62
02/22	02/23/2022	96108	CCP Industries Inc.	661-598-785.000	Small Tools & Supplies	131.77
02/22	02/23/2022	96109	Center Point Large Print	271-790-760.000	Books - Adult	54.54

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Invoice GL Account Title	Check Amount
02/22	02/23/2022	96110	CHARLEVOIX PUBLIC LIBRARY	271-790-955.000	Miscellaneous	30.00
02/22	02/23/2022	96111	Charlevoix-Emmet ISD	703-040-234.221	Due Char-Em District - 2021	638,693.09
02/22	02/23/2022	96112	Chicago Distribution Center	271-790-751.000	Office/Library Supplies	71.54
02/22	02/23/2022	96113	Cincar Consulting Group LLC	204-481-802.000	Contracted Services	1,490.26
02/22	02/23/2022	96114	Dearborn Life Insurance Co	701-000-230.190	Weekly Indemnity Premiums	1,958.00
02/22	02/23/2022	96114	Dearborn Life Insurance Co	101-172-724.000	Fringe Benefits	9.58
02/22	02/23/2022	96114	Dearborn Life Insurance Co	101-201-724.000	Fringe Benefits	35.31
02/22	02/23/2022	96114	Dearborn Life Insurance Co	101-208-724.000	Fringe Benefits	19.16
02/22	02/23/2022	96114	Dearborn Life Insurance Co	101-215-724.000	Fringe Benefits	18.00
02/22	02/23/2022	96114	Dearborn Life Insurance Co	101-265-724.000	Fringe Benefits	4.79
02/22	02/23/2022	96114	Dearborn Life Insurance Co	582-588-724.000	Fringe Benefits	47.90
02/22	02/23/2022	96114	Dearborn Life Insurance Co	592-549-724.000	Fringe Benefits	54.88
02/22	02/23/2022	96114	Dearborn Life Insurance Co	592-560-724.000	Fringe Benefits	20.60
02/22	02/23/2022	96114	Dearborn Life Insurance Co	101-770-724.000	Fringe Benefits	32.57
02/22	02/23/2022	96114	Dearborn Life Insurance Co	101-773-724.000	Fringe Benefits	2.87
02/22	02/23/2022	96114	Dearborn Life Insurance Co	101-789-724.000	Fringe Benefits	6.71
02/22	02/23/2022	96114	Dearborn Life Insurance Co	204-481-724.000	Fringe Benefits	66.24
02/22	02/23/2022	96114	Dearborn Life Insurance Co	271-790-724.000	Fringe Benefits	88.41
02/22	02/23/2022	96114	Dearborn Life Insurance Co	514-587-724.000	Fringe Benefits	23.19
02/22	02/23/2022	96114	Dearborn Life Insurance Co	101-268-724.000	Fringe Benefits	11.98
02/22	02/23/2022	96114	Dearborn Life Insurance Co	101-345-724.000	Fringe Benefits	477.94
02/22	02/23/2022	96114	Dearborn Life Insurance Co	101-400-724.000	Fringe Benefits	3.83
02/22	02/23/2022	96114	Dearborn Life Insurance Co	101-441-724.000	Fringe Benefits	32.57
02/22	02/23/2022	96114	Dearborn Life Insurance Co	101-754-724.000	Fringe Benefits	5.27
02/22	02/23/2022	96114	Dearborn Life Insurance Co	101-756-724.000	Fringe Benefits	14.37
02/22	02/23/2022	96115	Decka Digital LLC	101-208-751.000	Office Supplies	183.12
02/22	02/23/2022	96116	Delta Dental	101-172-724.000	Fringe Benefits	49.97
02/22	02/23/2022	96116	Delta Dental	101-201-724.000	Fringe Benefits	73.02
02/22	02/23/2022	96116	Delta Dental	101-208-724.000	Fringe Benefits	34.24
02/22	02/23/2022	96116	Delta Dental	101-215-724.000	Fringe Benefits	74.64
02/22	02/23/2022	96116	Delta Dental	101-265-724.000	Fringe Benefits	24.34
02/22	02/23/2022	96116	Delta Dental	101-268-724.000	Fringe Benefits	48.59
02/22	02/23/2022	96116	Delta Dental	592-549-724.000	Fringe Benefits	325.83
02/22	02/23/2022	96116	Delta Dental	592-560-724.000	Fringe Benefits	75.13
02/22	02/23/2022	96116	Delta Dental	701-000-230.110	Dental & Vision Payable	1,609.18
02/22	02/23/2022	96116	Delta Dental	101-773-724.000	Fringe Benefits	10.81
02/22	02/23/2022	96116	Delta Dental	101-789-724.000	Fringe Benefits	25.23
02/22	02/23/2022	96116	Delta Dental	204-481-724.000	Fringe Benefits	134.90
02/22	02/23/2022	96116	Delta Dental	271-790-724.000	Fringe Benefits	143.69
02/22	02/23/2022	96116	Delta Dental	514-587-724.000	Fringe Benefits	54.51
02/22	02/23/2022	96116	Delta Dental	582-588-724.000	Fringe Benefits	288.88
02/22	02/23/2022	96116	Delta Dental	101-345-724.000	Fringe Benefits	817.73
02/22	02/23/2022	96116	Delta Dental	101-400-724.000	Fringe Benefits	14.42
02/22	02/23/2022	96116	Delta Dental	101-441-724.000	Fringe Benefits	103.97
02/22	02/23/2022	96116	Delta Dental	101-754-724.000	Fringe Benefits	25.47
02/22	02/23/2022	96116	Delta Dental	101-756-724.000	Fringe Benefits	57.61
02/22	02/23/2022	96116	Delta Dental	101-770-724.000	Fringe Benefits	119.52
02/22	02/23/2022	96117	Derrer Oil Co.	661-598-759.000	Gas & Oil	2,932.43
02/22	02/23/2022	96118	DTE Energy	101-345-920.000	Public Utilities	1,919.94
02/22	02/23/2022	96119	Duncan Parking Technologies Inc	514-587-802.000	Contracted Services	2,200.50
02/22	02/23/2022	96120	Dunn's Business Solutions	101-172-751.000	Office Supplies	30.77
02/22	02/23/2022	96120	Dunn's Business Solutions	101-201-751.000	Office Supplies	30.77
02/22	02/23/2022	96120	Dunn's Business Solutions	101-208-751.000	Office Supplies	21.54
02/22	02/23/2022	96120	Dunn's Business Solutions	101-257-751.000	Office Supplies	15.39
02/22	02/23/2022	96120	Dunn's Business Solutions	101-215-751.000	Office Supplies	18.46
02/22	02/23/2022	96120	Dunn's Business Solutions	101-345-751.000	Office Supplies	80.01

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02/22	02/23/2022	96120	Dunn's Business Solutions	101-400-751.000	Office Supplies	15.39
02/22	02/23/2022	96120	Dunn's Business Solutions	101-441-751.000	Office Supplies	46.16
02/22	02/23/2022	96120	Dunn's Business Solutions	101-770-751.000	Office Supplies	9.23
02/22	02/23/2022	96120	Dunn's Business Solutions	101-773-775.000	Materials & Supplies	3.08
02/22	02/23/2022	96120	Dunn's Business Solutions	101-756-751.000	Office Supplies	30.77
02/22	02/23/2022	96120	Dunn's Business Solutions	101-789-751.000	Office Supplies	6.15
02/22	02/23/2022	96121	Emmet Co. Dept of Public Works	101-528-802.000	Contracted Services	7,495.65
02/22	02/23/2022	96122	Emmet County Treasurer	703-040-222.221	Due County - 2021	2,781.43
02/22	02/23/2022	96122	Emmet County Treasurer	703-040-222.221	Due County - 2021	172.47
02/22	02/23/2022	96122	Emmet County Treasurer	703-040-228.221	Due County Set - 2021	3,440.95
02/22	02/23/2022	96122	Emmet County Treasurer	703-040-222.221	Due County - 2021	71,875.33
02/22	02/23/2022	96122	Emmet County Treasurer	703-040-222.221	Due County - 2021	39,510.80
02/22	02/23/2022	96122	Emmet County Treasurer	703-040-222.221	Due County - 2021	108,091.42
02/22	02/23/2022	96122	Emmet County Treasurer	703-040-233.021	Due Interest & Penalty - 2021	147.69
02/22	02/23/2022	96122	Emmet County Treasurer	703-040-233.021	Due Interest & Penalty - 2021	172.04
02/22	02/23/2022	96123	Gibby's Garage	514-587-931.000	Equipment Repair	140.00
02/22	02/23/2022	96123	Gibby's Garage	582-593-930.000	Building Repair & Maintenance	175.00
02/22	02/23/2022	96123	Gibby's Garage	661-598-931.000	Equipment Repair	560.00
02/22	02/23/2022	96123	Gibby's Garage	661-598-932.000	Vehicle Repair & Maintenance	350.00
02/22	02/23/2022	96123	Gibby's Garage	661-598-931.000	Equipment Repair	490.00
02/22	02/23/2022	96123	Gibby's Garage	661-598-932.000	Vehicle Repair & Maintenance	560.00
02/22	02/23/2022	96123	Gibby's Garage	514-587-931.000	Equipment Repair	175.00
02/22	02/23/2022	96123	Gibby's Garage	582-593-930.000	Building Repair & Maintenance	210.00
02/22	02/23/2022	96123	Gibby's Garage	661-598-931.000	Equipment Repair	420.00
02/22	02/23/2022	96123	Gibby's Garage	661-598-932.000	Vehicle Repair & Maintenance	455.00
02/22	02/23/2022	96123	Gibby's Garage	661-598-932.000	Vehicle Repair & Maintenance	70.00
02/22	02/23/2022	96123	Gibby's Garage	582-593-930.000	Building Repair & Maintenance	70.00
02/22	02/23/2022	96124	Ginop Sales Inc.	661-598-786.000	Small Machinery & Equipment	1,500.00-
02/22	02/23/2022	96124	Ginop Sales Inc.	661-020-140.000	Machinery & Equipment	6,000.00
02/22	02/23/2022	96125	Gordon Food Service	101-770-771.000	Food & Concessions - WSP	105.79
02/22	02/23/2022	96125	Gordon Food Service	101-770-771.000	Food & Concessions - WSP	35.93
02/22	02/23/2022	96126	Green Projects Group	582-588-803.000	Energy Optimization Program	100.00
02/22	02/23/2022	96127	Greenwood Cemetery	703-040-238.221	Due Greenwood Cemetery - 2021	91,234.02
02/22	02/23/2022	96128	Health Department of	101-770-802.000	Contracted Services	300.00
02/22	02/23/2022	96129	Hubbell Roth & Clark Inc.	592-560-802.000	Contracted Services	837.50
02/22	02/23/2022	96129	Hubbell Roth & Clark Inc.	592-549-802.000	Contracted Services	837.83
02/22	02/23/2022	96130	HydroCorp	592-545-802.000	Contracted Services	1,768.00
02/22	02/23/2022	96156	ISolved Benefit Services	101-172-724.000	Fringe Benefits	21.17
02/22	02/23/2022	96157	Meyer Ace Hardware	101-754-775.000	Materials & Supplies	8.09
02/22	02/23/2022	96157	Meyer Ace Hardware	101-770-934.000	WSP Extras	1.90
02/22	02/23/2022	96157	Meyer Ace Hardware	101-773-931.000	Equipment Repair	51.49
02/22	02/23/2022	96157	Meyer Ace Hardware	101-773-931.000	Equipment Repair	8.07
02/22	02/23/2022	96157	Meyer Ace Hardware	101-773-931.000	Equipment Repair	19.99
02/22	02/23/2022	96157	Meyer Ace Hardware	101-268-775.000	Materials & Supplies	4.66
02/22	02/23/2022	96158	Michigan Officeways Inc.	271-790-751.000	Office/Library Supplies	60.48
02/22	02/23/2022	96158	Michigan Officeways Inc.	271-790-751.000	Office/Library Supplies	60.48-
02/22	02/23/2022	96158	Michigan Officeways Inc.	101-172-751.000	Office Supplies	9.75
02/22	02/23/2022	96158	Michigan Officeways Inc.	101-208-751.000	Office Supplies	6.83
02/22	02/23/2022	96158	Michigan Officeways Inc.	101-201-751.000	Office Supplies	9.75
02/22	02/23/2022	96158	Michigan Officeways Inc.	101-257-751.000	Office Supplies	4.88
02/22	02/23/2022	96158	Michigan Officeways Inc.	101-215-751.000	Office Supplies	5.85
02/22	02/23/2022	96158	Michigan Officeways Inc.	101-345-751.000	Office Supplies	25.35
02/22	02/23/2022	96158	Michigan Officeways Inc.	101-400-751.000	Office Supplies	4.88
02/22	02/23/2022	96158	Michigan Officeways Inc.	101-441-751.000	Office Supplies	14.63
02/22	02/23/2022	96158	Michigan Officeways Inc.	101-770-751.000	Office Supplies	2.93
02/22	02/23/2022	96158	Michigan Officeways Inc.	101-773-775.000	Materials & Supplies	.98

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02/22	02/23/2022	96158	Michigan Officeways Inc.	101-756-751.000	Office Supplies	9.75
02/22	02/23/2022	96158	Michigan Officeways Inc.	101-789-751.000	Office Supplies	1.92
02/22	02/23/2022	96159	Mitchell Graphics Inc.	271-790-905.000	Printing/Advertising/Postage	365.00
02/22	02/23/2022	96160	North Central Mich. College	703-040-235.221	Due NCMC - 2021	158,018.17
02/22	02/23/2022	96160	North Central Mich. College	703-040-235.221	Due NCMC - 2021	141,933.10
02/22	02/23/2022	96161	ORIENTAL TRADING COMPANY	271-790-958.000	Programming - Children	21.87
02/22	02/23/2022	96161	ORIENTAL TRADING COMPANY	271-790-958.000	Programming - Children	29.99
02/22	02/23/2022	96162	Peninsula Fiber Network LLC	271-790-850.000	Communications	133.80
02/22	02/23/2022	96162	Peninsula Fiber Network LLC	101-228-850.000	Communications	446.00
02/22	02/23/2022	96163	Personal Graphics Inc.	248-739-880.200	Image Campaign	488.09
02/22	02/23/2022	96164	Petoskey Public Schools	703-040-236.221	Due P.P.S./ Operating - 2021	1,983.25
02/22	02/23/2022	96164	Petoskey Public Schools	703-040-237.221	Due P.P.S./ Debt - 2021	834.74
02/22	02/23/2022	96164	Petoskey Public Schools	703-040-237.221	Due P.P.S./ Debt - 2021	556.26
02/22	02/23/2022	96164	Petoskey Public Schools	703-040-233.021	Due Interest & Penalty - 2021	364.21
02/22	02/23/2022	96164	Petoskey Public Schools	703-040-233.021	Due Interest & Penalty - 2021	41.74
02/22	02/23/2022	96164	Petoskey Public Schools	703-040-233.021	Due Interest & Penalty - 2021	27.81
02/22	02/23/2022	96165	Power Line Supply	582-590-775.000	Materials & Supplies	819.00
02/22	02/23/2022	96165	Power Line Supply	582-010-111.000	Inventory - Materials	1,185.50
02/22	02/23/2022	96165	Power Line Supply	582-010-111.000	Inventory - Materials	1,651.36
02/22	02/23/2022	96165	Power Line Supply	582-010-111.000	Inventory - Materials	18,687.50
02/22	02/23/2022	96166	Preston Feather	101-773-931.000	Equipment Repair	28.98
02/22	02/23/2022	96166	Preston Feather	101-773-931.000	Equipment Repair	12.79
02/22	02/23/2022	96166	Preston Feather	101-773-931.000	Equipment Repair	91.86
02/22	02/23/2022	96167	Riedell Shoes Inc.	101-770-934.000	WSP Extras	1,216.38
02/22	02/23/2022	96168	Standard Electric Company	582-082-682.000	Other	89.60
02/22	02/23/2022	96168	Standard Electric Company	582-010-111.000	Inventory - Materials	10,372.12
02/22	02/23/2022	96168	Standard Electric Company	582-010-111.000	Inventory - Materials	85,968.84
02/22	02/23/2022	96168	Standard Electric Company	582-082-682.000	Other	868.37
02/22	02/23/2022	96169	Staples Advantage	101-172-751.000	Office Supplies	35.03
02/22	02/23/2022	96169	Staples Advantage	101-201-751.000	Office Supplies	35.03
02/22	02/23/2022	96169	Staples Advantage	101-208-751.000	Office Supplies	24.52
02/22	02/23/2022	96169	Staples Advantage	101-257-751.000	Office Supplies	17.51
02/22	02/23/2022	96169	Staples Advantage	101-215-751.000	Office Supplies	21.02
02/22	02/23/2022	96169	Staples Advantage	101-345-751.000	Office Supplies	91.07
02/22	02/23/2022	96169	Staples Advantage	101-400-751.000	Office Supplies	17.51
02/22	02/23/2022	96169	Staples Advantage	101-441-751.000	Office Supplies	52.54
02/22	02/23/2022	96169	Staples Advantage	101-770-751.000	Office Supplies	10.51
02/22	02/23/2022	96169	Staples Advantage	101-773-775.000	Materials & Supplies	3.50
02/22	02/23/2022	96169	Staples Advantage	101-756-751.000	Office Supplies	35.03
02/22	02/23/2022	96169	Staples Advantage	101-789-751.000	Office Supplies	7.00
02/22	02/23/2022	96169	Staples Advantage	101-172-751.000	Office Supplies	23.48
02/22	02/23/2022	96169	Staples Advantage	101-201-751.000	Office Supplies	23.48
02/22	02/23/2022	96169	Staples Advantage	101-208-751.000	Office Supplies	16.44
02/22	02/23/2022	96169	Staples Advantage	101-257-751.000	Office Supplies	11.74
02/22	02/23/2022	96169	Staples Advantage	101-215-751.000	Office Supplies	14.09
02/22	02/23/2022	96169	Staples Advantage	101-789-751.000	Office Supplies	4.68
02/22	02/23/2022	96169	Staples Advantage	101-345-751.000	Office Supplies	61.05
02/22	02/23/2022	96169	Staples Advantage	101-400-751.000	Office Supplies	11.74
02/22	02/23/2022	96169	Staples Advantage	101-441-751.000	Office Supplies	35.22
02/22	02/23/2022	96169	Staples Advantage	101-770-751.000	Office Supplies	7.04
02/22	02/23/2022	96169	Staples Advantage	101-773-775.000	Materials & Supplies	2.35
02/22	02/23/2022	96169	Staples Advantage	101-756-751.000	Office Supplies	23.48
02/22	02/23/2022	96170	State Industrial Products	101-345-775.000	Materials & Supplies	189.25
02/22	02/23/2022	96171	Stuart C Irby Co	582-586-775.000	Materials & Supplies	1,485.00
02/22	02/23/2022	96172	Tetra Tech Inc	592-554-802.000	Contracted Services	560.00
02/22	02/23/2022	96173	Thompson Park Avenue Properties LLC	514-587-802.100	Cont. Svcs - Downtown Office	789.37

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02/22	02/23/2022	96174	Traffic & Safety Control Systems Inc.	514-587-802.100	Cont. Svcs - Downtown Office	81.00
02/22	02/23/2022	96174	Traffic & Safety Control Systems Inc.	514-587-802.000	Contracted Services	81.00
02/22	02/23/2022	96175	Truck & Trailer Specialties	661-598-931.000	Equipment Repair	8,763.78
02/22	02/23/2022	96176	Unique Paving Materials Corp.	661-010-111.000	Inventory - Materials	5,954.74
02/22	02/23/2022	96177	Up North Service LLC	514-587-802.000	Contracted Services	3,684.01
02/22	02/23/2022	96178	Wildflowers Meadows LLC	101-773-931.000	Equipment Repair	2,775.36
03/22	03/02/2022	96182	A-1 Outdoor Maintenance LLC	271-790-802.000	Contracted Services	475.00
03/22	03/02/2022	96183	All-Phase Electric Supply	582-586-775.000	Materials & Supplies	534.22
03/22	03/02/2022	96183	All-Phase Electric Supply	582-010-111.000	Inventory - Materials	150.46
03/22	03/02/2022	96183	All-Phase Electric Supply	101-268-930.000	Building Repair & Maintenance	12.28
03/22	03/02/2022	96183	All-Phase Electric Supply	582-590-775.000	Materials & Supplies	55.64
03/22	03/02/2022	96184	Alpha Handyman	271-790-802.000	Contracted Services	2,340.00
03/22	03/02/2022	96185	AMERICAN LIBRARY ASSOC.	271-790-915.000	Memberships & Dues	81.00
03/22	03/02/2022	96186	American Water Works Assoc.	592-549-915.000	Education & Training	130.00
03/22	03/02/2022	96187	AT&T	592-538-850.000	Communications	948.97
03/22	03/02/2022	96187	AT&T	271-790-850.000	Communications	326.72
03/22	03/02/2022	96188	Ballard's Plumbing & Heating	101-268-802.000	Contracted Services	325.99
03/22	03/02/2022	96189	Benchmark Engineering Inc.	582-588-802.000	Contracted Services	595.00
03/22	03/02/2022	96189	Benchmark Engineering Inc.	204-481-802.000	Contracted Services	93.00
03/22	03/02/2022	96189	Benchmark Engineering Inc.	101-770-802.000	Contracted Services	2,060.00
03/22	03/02/2022	96190	Bound Tree Medical LLC	101-345-775.000	Materials & Supplies	187.99
03/22	03/02/2022	96191	Bradford Master Dry Cleaners	101-345-775.000	Materials & Supplies	299.00
03/22	03/02/2022	96192	Breed, Matthew	101-345-913.000	Training - PA 302	1,421.38
03/22	03/02/2022	96193	Char-Em United Way	701-000-230.800	United Fund	41.50
03/22	03/02/2022	96194	Chicago Distribution Center	271-790-958.000	Programming - Children	51.74
03/22	03/02/2022	96195	Cintas Corp #729	582-593-930.000	Building Repair & Maintenance	37.42
03/22	03/02/2022	96195	Cintas Corp #729	204-481-767.000	Uniforms	80.15
03/22	03/02/2022	96195	Cintas Corp #729	582-588-767.000	Other - Uniforms	85.92
03/22	03/02/2022	96195	Cintas Corp #729	592-560-767.000	Other - Uniforms	31.91
03/22	03/02/2022	96195	Cintas Corp #729	592-549-767.000	Other - Uniforms	31.92
03/22	03/02/2022	96195	Cintas Corp #729	582-593-930.000	Building Repair & Maintenance	10.07
03/22	03/02/2022	96195	Cintas Corp #729	204-481-767.000	Uniforms	79.87
03/22	03/02/2022	96195	Cintas Corp #729	582-588-767.000	Other - Uniforms	83.31
03/22	03/02/2022	96195	Cintas Corp #729	592-560-767.000	Other - Uniforms	39.69
03/22	03/02/2022	96195	Cintas Corp #729	592-549-767.000	Other - Uniforms	39.70
03/22	03/02/2022	96196	CITY TREAS. FOR UTILITY BILLS	101-265-920.000	Public Utilities	2,410.81
03/22	03/02/2022	96196	CITY TREAS. FOR UTILITY BILLS	101-268-920.000	Public Utilities	1,544.27
03/22	03/02/2022	96196	CITY TREAS. FOR UTILITY BILLS	101-345-920.000	Public Utilities	4,161.82
03/22	03/02/2022	96196	CITY TREAS. FOR UTILITY BILLS	101-345-920.100	Public Utilities-Station West	450.33
03/22	03/02/2022	96196	CITY TREAS. FOR UTILITY BILLS	101-754-920.000	Public Utilities	30.48
03/22	03/02/2022	96196	CITY TREAS. FOR UTILITY BILLS	592-555-920.000	Public Utilities	981.23
03/22	03/02/2022	96196	CITY TREAS. FOR UTILITY BILLS	514-587-920.000	Public Utilities	163.99
03/22	03/02/2022	96196	CITY TREAS. FOR UTILITY BILLS	582-586-920.000	Public Utilities	216.54
03/22	03/02/2022	96196	CITY TREAS. FOR UTILITY BILLS	582-593-920.000	Public Utilities	1,935.12
03/22	03/02/2022	96196	CITY TREAS. FOR UTILITY BILLS	592-538-920.000	Public Utilities	9,117.86
03/22	03/02/2022	96196	CITY TREAS. FOR UTILITY BILLS	592-542-920.000	Public Utilities	216.54
03/22	03/02/2022	96196	CITY TREAS. FOR UTILITY BILLS	592-551-920.000	Public Utilities	13,136.64
03/22	03/02/2022	96196	CITY TREAS. FOR UTILITY BILLS	101-770-920.000	Public Utilities	3,261.75
03/22	03/02/2022	96196	CITY TREAS. FOR UTILITY BILLS	101-773-920.000	Public Utilities	345.56
03/22	03/02/2022	96196	CITY TREAS. FOR UTILITY BILLS	101-789-920.000	Public Utilities	2,093.24
03/22	03/02/2022	96196	CITY TREAS. FOR UTILITY BILLS	204-448-920.000	Public Utilities	2,800.00
03/22	03/02/2022	96196	CITY TREAS. FOR UTILITY BILLS	271-790-920.000	Public Utilities	3,043.70
03/22	03/02/2022	96196	CITY TREAS. FOR UTILITY BILLS	514-587-802.100	Cont. Svcs - Downtown Office	67.89
03/22	03/02/2022	96197	Derrer Oil Co.	661-598-759.000	Gas & Oil	5,922.69
03/22	03/02/2022	96198	Drost Landscape	204-470-802.000	Contracted Services	2,077.65
03/22	03/02/2022	96199	DTE Energy	592-538-920.000	Public Utilities	142.98

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03/22	03/02/2022	96199	DTE Energy	101-265-924.000	Heating Fuel	1,193.69
03/22	03/02/2022	96199	DTE Energy	582-593-924.000	Heating Fuel	3,165.48
03/22	03/02/2022	96199	DTE Energy	101-773-924.000	Heating Fuel	42.91
03/22	03/02/2022	96199	DTE Energy	592-538-920.000	Public Utilities	121.75
03/22	03/02/2022	96199	DTE Energy	101-265-924.000	Heating Fuel	343.86
03/22	03/02/2022	96199	DTE Energy	592-555-920.000	Public Utilities	49.52
03/22	03/02/2022	96199	DTE Energy	514-587-802.100	Cont. Svcs - Downtown Office	88.19
03/22	03/02/2022	96199	DTE Energy	592-538-920.000	Public Utilities	274.88
03/22	03/02/2022	96199	DTE Energy	271-790-924.000	Heating Fuel	1,140.76
03/22	03/02/2022	96199	DTE Energy	592-551-920.000	Public Utilities	4,057.00
03/22	03/02/2022	96199	DTE Energy	592-551-920.000	Public Utilities	3,147.30
03/22	03/02/2022	96199	DTE Energy	582-593-920.000	Public Utilities	457.73
03/22	03/02/2022	96199	DTE Energy	592-538-920.000	Public Utilities	226.38
03/22	03/02/2022	96199	DTE Energy	271-790-924.000	Heating Fuel	2,152.77
03/22	03/02/2022	96199	DTE Energy	101-345-920.100	Public Utilities-Station West	1,756.95
03/22	03/02/2022	96199	DTE Energy	101-268-924.000	Heating Fuel	2,273.22
03/22	03/02/2022	96199	DTE Energy	101-770-924.000	Heating Fuel	685.00
03/22	03/02/2022	96199	DTE Energy	592-558-920.000	Public Utilities	42.91
03/22	03/02/2022	96200	EJ USA Inc.	592-010-111.000	Inventory - Materials	1,180.55
03/22	03/02/2022	96201	Englebrecht, Robert	101-257-802.100	Contracted Services - Assessor	3,750.00
03/22	03/02/2022	96202	Fastenal Company	661-598-785.000	Small Tools & Supplies	16.48
03/22	03/02/2022	96203	Fletch's Inc.	661-598-932.000	Vehicle Repair & Maintenance	61.71
03/22	03/02/2022	96203	Fletch's Inc.	661-598-932.000	Vehicle Repair & Maintenance	52.48
03/22	03/02/2022	96204	Fraternal Order of Police	701-000-230.400	Union Dues	968.00
03/22	03/02/2022	96205	Gale/Cengage Learning Inc.	271-790-760.000	Books - Adult	25.59
03/22	03/02/2022	96205	Gale/Cengage Learning Inc.	271-790-760.000	Books - Adult	114.07
03/22	03/02/2022	96205	Gale/Cengage Learning Inc.	271-790-760.000	Books - Adult	115.16
03/22	03/02/2022	96205	Gale/Cengage Learning Inc.	271-790-760.000	Books - Adult	31.19
03/22	03/02/2022	96205	Gale/Cengage Learning Inc.	271-790-760.000	Books - Adult	24.79
03/22	03/02/2022	96205	Gale/Cengage Learning Inc.	271-790-760.000	Books - Adult	24.49
03/22	03/02/2022	96206	Ginop Sales Inc.	661-010-111.000	Inventory - Materials	117.52
03/22	03/02/2022	96206	Ginop Sales Inc.	661-081-682.000	Other	235.50
03/22	03/02/2022	96207	Gordon Food Service	101-770-771.000	Food & Concessions - WSP	142.89
03/22	03/02/2022	96207	Gordon Food Service	101-770-771.000	Food & Concessions - WSP	52.33
03/22	03/02/2022	96208	Great Lakes Pipe & Supply	592-546-775.000	Materials & Supplies	45.52
03/22	03/02/2022	96209	Hotshots Drain Cleaning LLC	592-556-802.000	Contracted Services	400.00
03/22	03/02/2022	96210	Hyde Services LLC	661-598-931.000	Equipment Repair	86.06
03/22	03/02/2022	96211	Icon Ice LLC	248-540-882.180	Winter Blues Carnival	7,000.00
03/22	03/02/2022	96212	IR Electric Motor Service	592-554-802.000	Contracted Services	814.25
03/22	03/02/2022	96213	Keep It Real Social LLC	514-587-802.100	Cont. Svcs - Downtown Office	2,000.00
03/22	03/02/2022	96213	Keep It Real Social LLC	514-587-802.100	Cont. Svcs - Downtown Office	2,000.00
03/22	03/02/2022	96213	Keep It Real Social LLC	514-587-802.100	Cont. Svcs - Downtown Office	2,000.00
03/22	03/02/2022	96214	Kring Chevrolet Cadillac, Dave	661-598-932.000	Vehicle Repair & Maintenance	594.26
03/22	03/02/2022	96215	KSS Enterprises	101-268-775.000	Materials & Supplies	202.27
03/22	03/02/2022	96216	Lamont, Scott	101-345-913.000	Training - PA 302	624.36
03/22	03/02/2022	96217	LEAF	592-549-751.000	Office Supplies	162.97
03/22	03/02/2022	96218	Lynn Auto Parts Inc.	661-598-759.000	Gas & Oil	112.44
03/22	03/02/2022	96218	Lynn Auto Parts Inc.	661-010-111.000	Inventory - Materials	21.28
03/22	03/02/2022	96218	Lynn Auto Parts Inc.	661-598-785.000	Small Tools & Supplies	38.61
03/22	03/02/2022	96218	Lynn Auto Parts Inc.	661-598-759.000	Gas & Oil	112.44
03/22	03/02/2022	96218	Lynn Auto Parts Inc.	661-010-111.000	Inventory - Materials	8.55
03/22	03/02/2022	96218	Lynn Auto Parts Inc.	661-010-111.000	Inventory - Materials	13.97
03/22	03/02/2022	96218	Lynn Auto Parts Inc.	661-010-111.000	Inventory - Materials	31.61
03/22	03/02/2022	96218	Lynn Auto Parts Inc.	661-010-111.000	Inventory - Materials	61.37
03/22	03/02/2022	96218	Lynn Auto Parts Inc.	661-598-931.000	Equipment Repair	7.18
03/22	03/02/2022	96218	Lynn Auto Parts Inc.	661-598-932.000	Vehicle Repair & Maintenance	129.97

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Invoice GL Account Title	Check Amount
03/22	03/02/2022	96218	Lynn Auto Parts Inc.	661-598-932.000	Vehicle Repair & Maintenance	8.49
03/22	03/02/2022	96218	Lynn Auto Parts Inc.	661-598-932.000	Vehicle Repair & Maintenance	42.42
03/22	03/02/2022	96218	Lynn Auto Parts Inc.	661-598-759.000	Gas & Oil	187.00
03/22	03/02/2022	96218	Lynn Auto Parts Inc.	661-010-111.000	Inventory - Materials	16.43
03/22	03/02/2022	96218	Lynn Auto Parts Inc.	661-598-785.000	Small Tools & Supplies	26.56
03/22	03/02/2022	96218	Lynn Auto Parts Inc.	661-010-111.000	Inventory - Materials	8.55
03/22	03/02/2022	96218	Lynn Auto Parts Inc.	661-598-932.000	Vehicle Repair & Maintenance	45.82
03/22	03/02/2022	96218	Lynn Auto Parts Inc.	661-010-111.000	Inventory - Materials	69.96
03/22	03/02/2022	96218	Lynn Auto Parts Inc.	661-598-932.000	Vehicle Repair & Maintenance	35.71
03/22	03/02/2022	96218	Lynn Auto Parts Inc.	661-010-111.000	Inventory - Materials	120.34
03/22	03/02/2022	96218	Lynn Auto Parts Inc.	592-551-775.000	Materials & Supplies	2.45
03/22	03/02/2022	96218	Lynn Auto Parts Inc.	661-598-785.000	Small Tools & Supplies	29.50
03/22	03/02/2022	96218	Lynn Auto Parts Inc.	661-010-111.000	Inventory - Materials	126.44
03/22	03/02/2022	96218	Lynn Auto Parts Inc.	661-598-785.000	Small Tools & Supplies	72.96
03/22	03/02/2022	96218	Lynn Auto Parts Inc.	661-598-785.000	Small Tools & Supplies	24.32
03/22	03/02/2022	96218	Lynn Auto Parts Inc.	661-598-931.000	Equipment Repair	110.07
03/22	03/02/2022	96218	Lynn Auto Parts Inc.	661-598-785.000	Small Tools & Supplies	14.99
03/22	03/02/2022	96219	McCardel Culligan	101-770-802.000	Contracted Services	8.00
03/22	03/02/2022	96220	Michigan Municipal League	101-400-802.000	Contracted Services	116.16
03/22	03/02/2022	96221	Michigan Officeways Inc.	271-790-751.000	Office/Library Supplies	125.15
03/22	03/02/2022	96221	Michigan Officeways Inc.	101-172-751.000	Office Supplies	4.40
03/22	03/02/2022	96221	Michigan Officeways Inc.	101-208-751.000	Office Supplies	3.08
03/22	03/02/2022	96221	Michigan Officeways Inc.	101-201-751.000	Office Supplies	4.40
03/22	03/02/2022	96221	Michigan Officeways Inc.	101-257-751.000	Office Supplies	2.20
03/22	03/02/2022	96221	Michigan Officeways Inc.	101-215-751.000	Office Supplies	2.64
03/22	03/02/2022	96221	Michigan Officeways Inc.	101-345-751.000	Office Supplies	11.43
03/22	03/02/2022	96221	Michigan Officeways Inc.	101-400-751.000	Office Supplies	2.20
03/22	03/02/2022	96221	Michigan Officeways Inc.	101-441-751.000	Office Supplies	6.60
03/22	03/02/2022	96221	Michigan Officeways Inc.	101-770-751.000	Office Supplies	1.32
03/22	03/02/2022	96221	Michigan Officeways Inc.	101-773-775.000	Materials & Supplies	.44
03/22	03/02/2022	96221	Michigan Officeways Inc.	101-756-751.000	Office Supplies	4.40
03/22	03/02/2022	96221	Michigan Officeways Inc.	101-789-751.000	Office Supplies	.87
03/22	03/02/2022	96222	Midwest Tape	271-790-761.000	Audio Visual - Adult	39.99
03/22	03/02/2022	96222	Midwest Tape	271-790-761.000	Audio Visual - Adult	99.98
03/22	03/02/2022	96222	Midwest Tape	271-790-761.000	Audio Visual - Adult	79.98
03/22	03/02/2022	96223	Northern Michigan Review Inc.	101-215-802.000	Contracted Services	98.36
03/22	03/02/2022	96224	On Duty Gear LLC	101-345-775.000	Materials & Supplies	375.50
03/22	03/02/2022	96225	Otis Elevator Co.	101-268-802.000	Contracted Services	3,564.12
03/22	03/02/2022	96226	Parker, Michael	101-345-912.000	Education & Training	20.00
03/22	03/02/2022	96227	Performance Painting	592-554-802.000	Contracted Services	2,519.00
03/22	03/02/2022	96228	Plunkett Cooney	101-266-802.000	Contracted Services	583.29
03/22	03/02/2022	96228	Plunkett Cooney	204-481-802.000	Contracted Services	583.29
03/22	03/02/2022	96228	Plunkett Cooney	582-588-802.000	Contracted Services	583.29
03/22	03/02/2022	96228	Plunkett Cooney	592-549-802.000	Contracted Services	583.29
03/22	03/02/2022	96228	Plunkett Cooney	592-560-802.000	Contracted Services	583.29
03/22	03/02/2022	96228	Plunkett Cooney	101-266-802.000	Contracted Services	6,342.07
03/22	03/02/2022	96229	PRANTERA, MARY SUE	271-790-912.000	Training & Travel	478.20
03/22	03/02/2022	96230	Preston Feather	101-773-775.000	Materials & Supplies	90.11
03/22	03/02/2022	96230	Preston Feather	101-773-775.000	Materials & Supplies	21.74
03/22	03/02/2022	96230	Preston Feather	101-773-931.000	Equipment Repair	246.28
03/22	03/02/2022	96230	Preston Feather	101-773-931.000	Equipment Repair	17.00
03/22	03/02/2022	96230	Preston Feather	101-773-931.000	Equipment Repair	75.20
03/22	03/02/2022	96230	Preston Feather	101-773-931.000	Equipment Repair	8.66
03/22	03/02/2022	96230	Preston Feather	101-773-931.000	Equipment Repair	19.19
03/22	03/02/2022	96230	Preston Feather	101-345-775.000	Materials & Supplies	232.58
03/22	03/02/2022	96230	Preston Feather	101-773-931.000	Equipment Repair	58.50

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Invoice GL Account Title	Check Amount
03/22	03/02/2022	96230	Preston Feather	101-087-682.000	Other	85.16-
03/22	03/02/2022	96231	Pro Image Design	101-770-802.000	Contracted Services	468.00
03/22	03/02/2022	96231	Pro Image Design	101-770-934.000	WSP Extras	1,590.00
03/22	03/02/2022	96232	Quality First Aid & Safety Inc.	582-593-930.000	Building Repair & Maintenance	123.94
03/22	03/02/2022	96232	Quality First Aid & Safety Inc.	582-584-802.000	Contracted Services	103.96
03/22	03/02/2022	96232	Quality First Aid & Safety Inc.	592-553-802.000	Contracted Services	96.95
03/22	03/02/2022	96232	Quality First Aid & Safety Inc.	592-553-802.000	Contracted Services	138.93
03/22	03/02/2022	96233	State of Michigan-Dept of Environment	592-560-702.000	Salaries & Wages	70.00
03/22	03/02/2022	96234	Sweep Shop, The	271-790-752.000	Building Supplies	226.65
03/22	03/02/2022	96235	TEAMSTERS LOCAL #214	701-000-230.400	Union Dues	965.00
03/22	03/02/2022	96236	Torch Lake Township	101-400-912.000	Education & Training	70.00
03/22	03/02/2022	96237	True Pest Control	592-537-802.000	Contracted Services	156.00
03/22	03/02/2022	96237	True Pest Control	592-555-802.000	Contracted Services	208.00
03/22	03/02/2022	96237	True Pest Control	592-558-802.000	Contracted Services	511.00
03/22	03/02/2022	96238	U.S. Bank Equipment Finance	661-598-751.000	Office Supplies	43.25
03/22	03/02/2022	96238	U.S. Bank Equipment Finance	204-481-751.000	Office Supplies	43.25
03/22	03/02/2022	96238	U.S. Bank Equipment Finance	582-588-751.000	Office Supplies	43.26
03/22	03/02/2022	96238	U.S. Bank Equipment Finance	582-593-751.000	Office Supplies	43.26
03/22	03/02/2022	96238	U.S. Bank Equipment Finance	592-549-751.000	Office Supplies	43.26
03/22	03/02/2022	96238	U.S. Bank Equipment Finance	592-560-751.000	Office Supplies	43.26
03/22	03/02/2022	96239	USI	271-790-751.000	Office/Library Supplies	84.04
03/22	03/02/2022	96240	VSP	101-172-724.000	Fringe Benefits	26.88
03/22	03/02/2022	96240	VSP	101-201-724.000	Fringe Benefits	37.52
03/22	03/02/2022	96240	VSP	101-208-724.000	Fringe Benefits	16.24
03/22	03/02/2022	96240	VSP	101-215-724.000	Fringe Benefits	10.64
03/22	03/02/2022	96240	VSP	101-265-724.000	Fringe Benefits	11.98
03/22	03/02/2022	96240	VSP	101-268-724.000	Fringe Benefits	23.32
03/22	03/02/2022	96240	VSP	592-549-724.000	Fringe Benefits	145.88
03/22	03/02/2022	96240	VSP	592-560-724.000	Fringe Benefits	37.24
03/22	03/02/2022	96240	VSP	701-000-230.110	Dental & Vision Payable	39.76
03/22	03/02/2022	96240	VSP	101-773-724.000	Fringe Benefits	4.87
03/22	03/02/2022	96240	VSP	101-789-724.000	Fringe Benefits	11.37
03/22	03/02/2022	96240	VSP	204-481-724.000	Fringe Benefits	66.64
03/22	03/02/2022	96240	VSP	271-790-724.000	Fringe Benefits	133.28
03/22	03/02/2022	96240	VSP	514-587-724.000	Fringe Benefits	31.92
03/22	03/02/2022	96240	VSP	582-588-724.000	Fringe Benefits	123.20
03/22	03/02/2022	96240	VSP	101-345-724.000	Fringe Benefits	448.56
03/22	03/02/2022	96240	VSP	101-400-724.000	Fringe Benefits	6.50
03/22	03/02/2022	96240	VSP	101-441-724.000	Fringe Benefits	64.74
03/22	03/02/2022	96240	VSP	101-754-724.000	Fringe Benefits	13.24
03/22	03/02/2022	96240	VSP	101-756-724.000	Fringe Benefits	28.17
03/22	03/02/2022	96240	VSP	101-770-724.000	Fringe Benefits	62.05
03/22	03/02/2022	96241	Weaver Design Agency LLC	271-790-802.000	Contracted Services	900.00
03/22	03/02/2022	96242	WESCO RECEIVABLES CORP.	582-010-111.000	Inventory - Materials	8,475.56
03/22	03/02/2022	96243	Windemuller	592-555-802.000	Contracted Services	279.50
03/22	03/02/2022	999287	ACH-CHILD SUPPORT	701-000-230.160	Child Support	160.23
03/22	03/02/2022	999288	ACH-EFTPS	701-000-230.200	FICA Withholding Payable	13,130.77
03/22	03/02/2022	999288	ACH-EFTPS	701-000-230.100	Federal Withholding Payable	21,183.76
03/22	03/02/2022	999288	ACH-EFTPS	701-000-230.200	FICA Withholding Payable	13,130.77
03/22	03/02/2022	999288	ACH-EFTPS	701-000-230.200	FICA Withholding Payable	3,070.86
03/22	03/02/2022	999288	ACH-EFTPS	701-000-230.200	FICA Withholding Payable	3,070.86
03/22	03/02/2022	999289	ACH-ICMA 457	701-000-230.700	Employees ICMA Payable	691.17
03/22	03/02/2022	999289	ACH-ICMA 457	701-000-230.700	Employees ICMA Payable	6,435.00
03/22	03/02/2022	999289	ACH-ICMA 457	701-000-230.700	Employees ICMA Payable	1,881.96
03/22	03/02/2022	999290	ICMA ROTH %	701-000-230.900	Roth IRA	42.00
03/22	03/02/2022	999291	ICMA-ROTH	701-000-230.900	Roth IRA	370.00

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Invoice GL Account Title	Check Amount
Grand Totals:						1,723,105.49

Report Criteria:

Check.Check issue date = 02/17/2022-03/02/2022

Check Number	Check Issue Date	Name	GL Account	Amount
96179	02/23/2022	Healing Grace Massage	271790955000	330.00
96180	02/23/2022	VanTreese Management	582081642300	102.00
96181	02/23/2022	Williams, Stephen	582588803000	25.00
96244	03/02/2022	Ewing, Brady	101756808030	40.00
96245	03/02/2022	Hudson Jr., Robert	582081642300	4.17
96246	03/02/2022	Izzard, Shane	101756808030	80.00
96247	03/02/2022	Janning, Eugene	582081642300	28.71
96248	03/02/2022	Jonker, Jackson	101756808030	70.00
96249	03/02/2022	Northgoods	582588803000	114.46
96250	03/02/2022	Odenbach, Brady	101756808030	80.00
96251	03/02/2022	Odenbach, Dylan	101756808030	60.00
96252	03/02/2022	Rindfusz, Evan	101756808030	60.00
96253	03/02/2022	Squires, Michael	101756808030	60.00
96254	03/02/2022	Towner, Gavin	101756808030	20.00
96255	03/02/2022	Trudeau, Cade	101756808030	40.00
96256	03/02/2022	Werth Development LLC	582081642300	436.94
96257	03/02/2022	Ahmed, Mohammad	582040285000	36.96
Grand Totals:				1,588.24



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: March 7, 2022

PREPARED: March 1, 2022

AGENDA SUBJECT: 2021 Public Safety Annual Report Presentation

RECOMMENDATION: That the City Council hear this presentation

Background Public Safety Director Matthew Breed will give a brief presentation to City Council concerning the department's 2021 annual statistics. The 2021 Annual Report is enclosed for your review.

Action City Council hear presentation.

sb
Enclosure



ANNUAL REPORT 2021

City of Petoskey – Department of Public Safety

Prepared by:

Matthew Breed, Director

Gina Ellenberger, Office Manager



Petoskey Department of Public Safety Staff

Director and Lieutenants

Left to Right: Lt. Todd Troxel, Lt. Adrian Karr, Director Matthew Breed, Lt. Michael Parker, and Lt. David Schultz



Photo Credit: Lucky 13 Photography

Public Safety Officers

Hunter Arnold
William Bowen
Benjamin Carlson
Lawrence Donovan
John Duch
Karl Fritz
Scott Gosciak

Frederick Haalck
Erik Hoig
Brock Kimball
Scott Lamont
Matthew Mikulski
Keenan Sugg
Adam Whitley

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Message from the Director

Welcome to the Petoskey Department of Public Safety 2021 Annual Report and thank you for taking an interest in our departmental operations. This annual report will help illustrate that we are a proactive agency, dedicated to excellence through quality customer service. Our mission is to serve our community with fairness, equality and respect for human dignity. I am honored to lead this outstanding team in our efforts to always maintain that level of commitment and service to our citizens.



As we enter 2022, COVID-19 has been a struggle for everyone, however we are seeing a glimmer of light at the end of the pandemic tunnel. 2021 hosted a variety of challenges related to COVID-19 with ever changing CDC recommendations and MDHHS orders. However, I am proud to say our Department members faced these challenges head on, and persevered. Staff never wavered in their mission to provide the best possible service to each and every community member. Their actions over the past year serve to remind us that the Department's most valuable asset is our dedicated employees who work tirelessly and selflessly to keep our community safe.

Over the course of last year, we have made great strides in the accreditation process. The first step was for staff to establish written documentation to hold officers to current best practices for the safe, effective, efficient, and non-discriminatory delivery of professional law enforcement services. Proving we actually adhere to each and every "assessment" within the accreditation program is the second step. The Accreditation Manager, Lt. Adrian Karr, has dedicated countless hours of research working with Department members, attaching photos, body camera videos and reports to "assessments" so as to prove our adherence to policies. Thanks to the dedication of the supervisory team, it is anticipated the Department will receive its "Accredited" status by mid-2022.

By the fall of 2021, COVID restrictions had relaxed enough to allow us the ability to offer our Citizens Academy. Twelve participants successfully completed the Academy, learning the many different aspects of the Department's police, fire and EMS services. They also met staff and relationships were developed. "Community Oriented" policing has become very popular and our Citizens Academy allows us to go one step further and provide "Community Involved" policing. We prefer to be involved in our community and develop the relationships needed for us to perform our duties at the highest level of effectiveness, efficiency, and integrity. As we move forward into 2022, I look forward to more opportunities to engage and interact with our community members.

I would like to extend a heartfelt thank you to the community for the support and dedication to the Public Safety Department. I would also like to assure the community the Department is committed to make certain Petoskey remains a safe place to live, work and visit.

Stay safe and stay healthy,

Matthew Breed, Director



Photo Credit: Lucky 13 Photography

Mission Statement

The mission of the Petoskey Department of Public Safety is to provide professional community-oriented police, fire and emergency medical services. We are committed to creating and maintaining an active community partnership with those we serve. We are dedicated to protecting lives and property while maintaining order and assuring fair and equal treatment to everyone.

The Petoskey Department of Public Safety is a proactive agency dedicated to excellence through quality customer service. We shall maintain our high level of professionalism through training, education, innovation and accountability. We shall foster an atmosphere where Department members treat each other fairly, honestly, and equally.

Through commitment to quality service, the Department will meet the public safety needs of the community, recognizing the values of fairness, equality, and respect for human dignity.

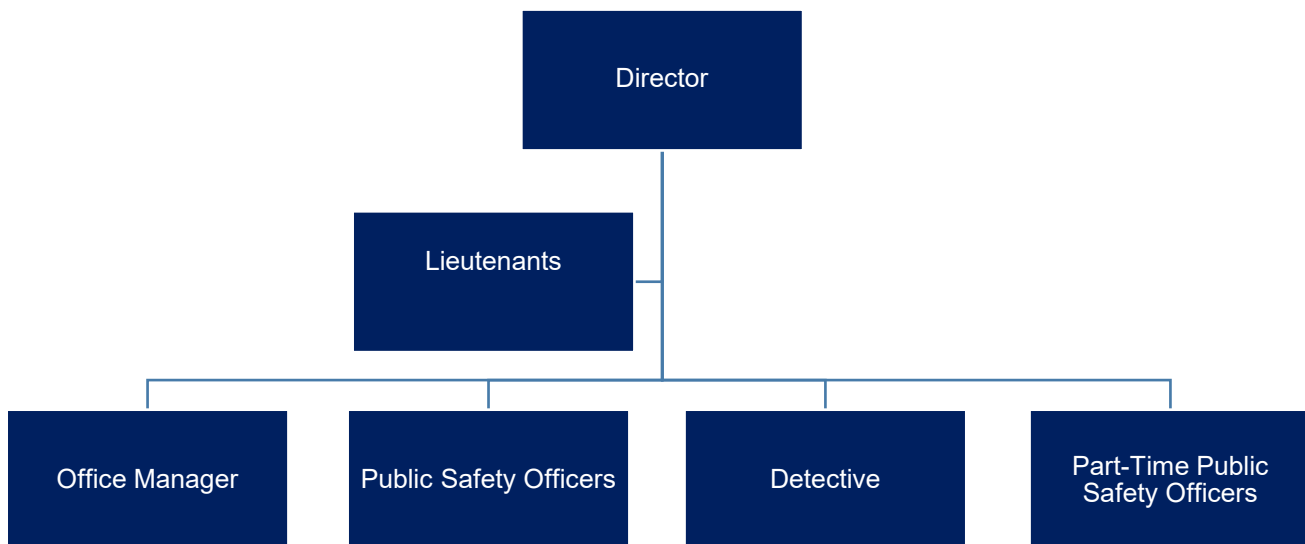
Petoskey Department of Public Safety 2021 Annual Report

The Petoskey Department of Public Safety is committed to providing the best possible service for everyone who lives, works, or visits the Petoskey area. Staff believes in a strong partnership with all members of the community in an effort to keep Petoskey a safe, vibrant city.

Police, fire, and emergency medical services are provided through a unified Department of Public Safety. The Department staff of nineteen sworn officers (crossed-trained as certified law-enforcement officer, firefighter, and EMT), five part-time Public Safety Officers, and one Office Manager provide a wide range of services to the citizens of Petoskey and Bay Harbor. The Department operates eight pieces of fire equipment, eight police vehicles, and two rescue boats. All public safety vehicles are equipped with emergency medical equipment.

The law enforcement division handles requests for police services involving criminal investigations, civil disputes, traffic enforcement, traffic accident investigations, ordinance violations, and general assistance to the public such as vehicle unlocks. The fire division provides programs involving inspections, fire prevention in area schools, conducts fire station tours, and public appearances and displays of equipment at community events.

Public Safety Department Chain of Command



Law Enforcement Calls for Service 2017-2021

	2017	2018	2019	2020	2021
Bay Harbor	319	324	335	389	361
Petoskey	7,763	8,302	8,621	7,074	7,587
Total	8,082	8,626	8,956	7,463	7,948

Complaint numbers are generated for activities such as criminal investigations, health and safety checks, suspicious persons or vehicles, alarms, and assisting other agencies. Other activities are logged, but not assigned complaint numbers. Usually these events require no follow-up by an officer, such as administrative tasks, assisting citizens, and court appearances.

In 2021, the Public Safety law enforcement division handled 7,948 requests for service and logged 6,902 complaint numbers. This is an increase of 485 calls for service and 273 complaint numbers from 2020.

As a result of criminal complaints and investigations, the Department of Public Safety made 361 total arrests in 2021. Of that total, 148 were felony arrests and 213 were misdemeanor arrests.



Photo Credit: Josh Morgan

Log of Complaints

Incident	Petoskey	Bay Harbor
911 Hang Up	135	9
Abandoned Vehicle	56	0
Accidents	389	34
Alarms	204	60
Animal Complaint	158	0
Assault/Domestic Violence	48	0
Assist Ambulance	646	27
Assist Other Agency	227	1
Breaking and Entering	9	0
Civil Matters/Disputes	176	3
Conservation	1	0
Damage to Property	13	0
Death	13	1
Disorderly Conduct	20	0
Embezzlement	6	0
Family-Neglect/Non-Support	11	0
Fire	17	1
Fraud	9	1
General Assistance	495	18
General Non-Criminal	699	29
Health and Safety	3	0
Juvenile Complaint	126	2
Larceny	5	2
Liquor Violations	10	0
Lost and Found Property	140	1
Mental Health	97	1
Miscellaneous Criminal	1	0
Misdemeanor Traffic Offense	15	0
Missing Person	3	0
Motor Vehicle Theft	7	0
Noise Complaint	41	2
Obstructing Justice	15	0
Obstructing/Resisting Officer	15	0
Ordinance Violation (Including IPMC/IFC)	187	3
Operating While Intoxicated	49	2
Parking Violation	85	3
Property Inspection	431	22
Public Relations	85	5
Sex Offense	15	0
Stalking/Intimidation	2	0
Suspicious Situations	851	26
Traffic Stops	796	59
Trespass	12	0
Unlock	240	10
Violation of Controlled Substance Act	11	0
Weapons Offense	6	0
Total	6580	322

*Statistics are organized by most serious offense

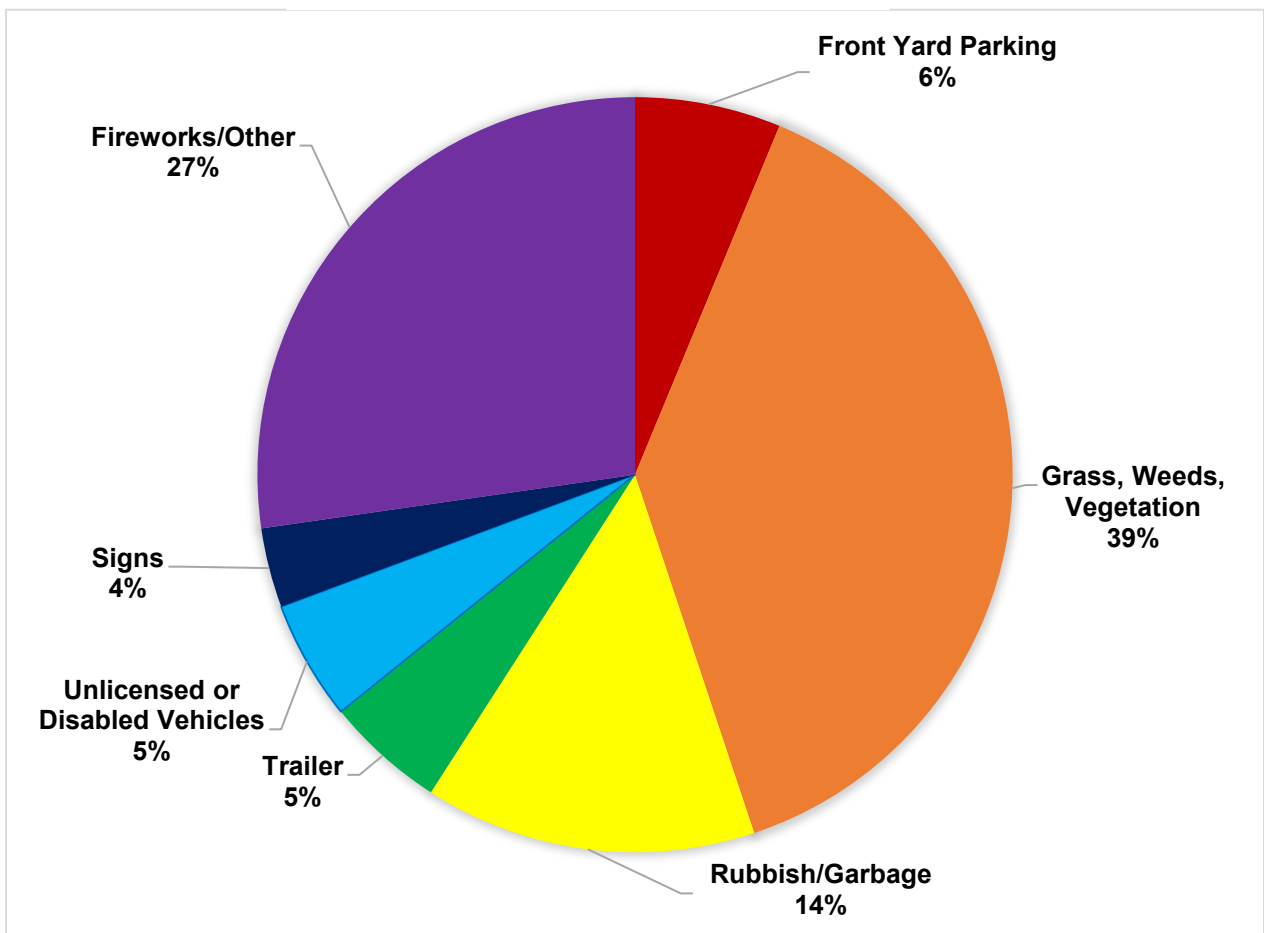
Nuisance Ordinance Enforcement

The City's nuisance ordinances provide the tools needed to address health and safety issues as well as concerns commonly referred to as blight complaints. The Department of Public Safety has taken the lead in enforcement of these ordinances. The ordinances deal with grass, weed, and vegetation issues; garbage/rubbish; trailer violations; unlicensed or disabled vehicles; sign violations; front yard parking; dumpster problems; and unsafe or unsecured buildings. Potential violations are referred to Public Safety through complaints by citizens and by observations made by Public Safety Officers.

At the direction of City Council, a more proactive approach to code enforcement was adopted by the Department in Spring of 2021. A plan was developed for officers to routinely check every street within each ward and address violations as they were found. Officers often found that homeowners were unaware they were in violation of a City ordinance and violations were quickly corrected. Officers worked closely with residents in an attempt to gain voluntary compliance and assisted in any way possible to correct the issue and avoid enforcement measures.

In 2021, the Department of Public Safety handled 190 investigations related to 202 nuisance ordinance violations. This is an increase of 78 complaints from 2020. All but eight of the investigations were closed by voluntary compliance. Citations were issued for violations related to skateboarding in prohibited areas, front yard parking, disabled vehicles, and overgrown grass.

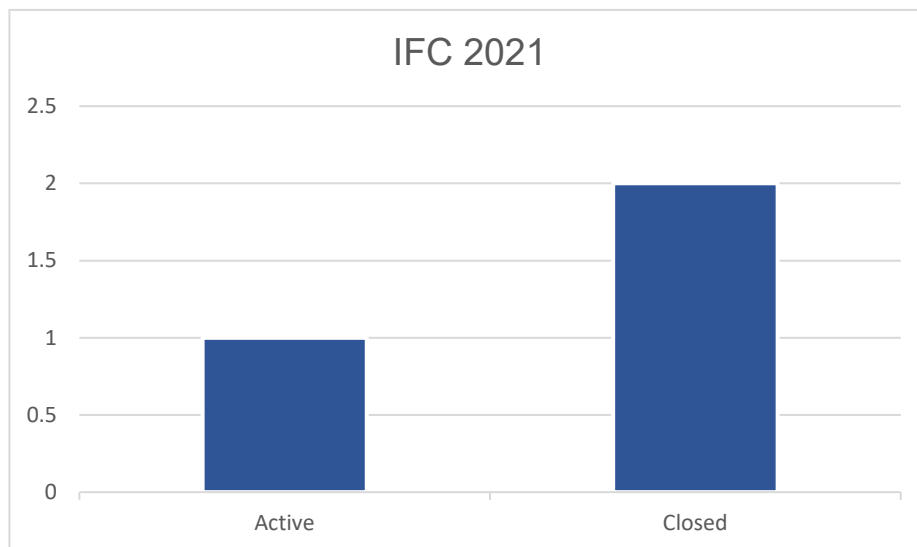
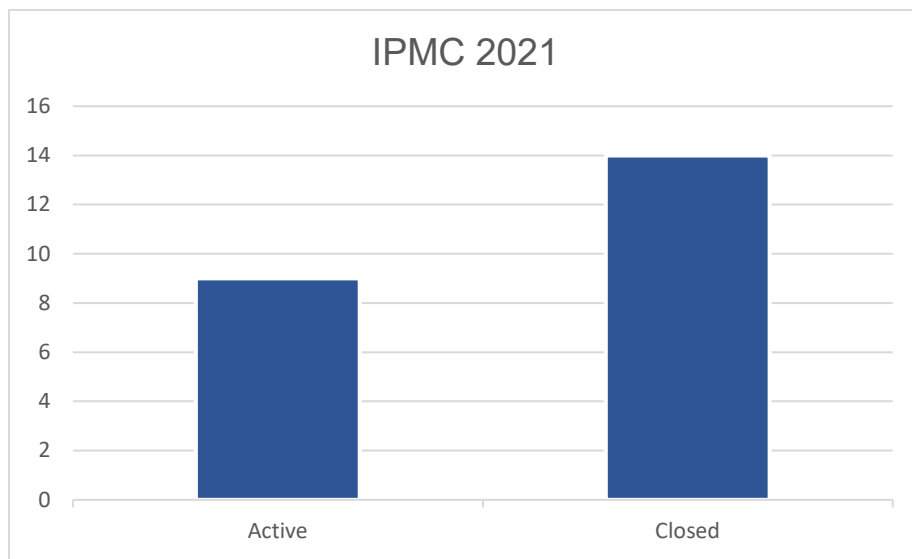
Common Ordinance Violations 2021



International Property Maintenance Code (IPMC) International Fire Code (IFC)

In 2010, the City Council adopted by ordinance both the International Property Maintenance Code and an updated version of the International Fire Code. These codes were adopted to regulate and govern the conditions and maintenance of properties, buildings, and structures. These codes provide standards that must be met to ensure that structures are safe, sanitary, and fit for occupancy and use.

The Petoskey Department of Public Safety enforces these ordinances through inspections and investigations conducted by our fire inspectors. The main focus of the Department is to identify problem areas, isolate the violations, and then work with the property owners to correct the situation. Voluntary compliance is the goal, and enforcement action is only taken in cases where no other alternatives are available. Of the violations investigated in 2021, one citation was issued for an unsafe structure. Officers continue to work with owners in active complaints to ensure compliance.



Safety/Educational Programs



The Petoskey Department of Public Safety is committed to working with the community to educate citizens and assist them in keeping their families safe and secure. We missed interacting with the community last year as many events were cancelled due to Covid-19 precautions. We were glad to join some activities this year and spent time giving tours of our station, conducting fire safety demonstrations, and assisting area groups with numerous requests for involvement.

In 2021, Public Safety Officers spent over 500 hours on community outreach and educational programs.

TEAM

We provide a structured TEAM (Teaching, Educating, and Mentoring) program to area students. TEAM is a curriculum developed by the Michigan State Police and is approved by the Department of Education for students of every age. In 2021, Officer Benjamin Carlson presented the law-based program to students and spent time in all local schools. Below, PSO Carlson teaches students about “The Big Five”. “The Big Five” details safety topics such as stranger awareness, importance of safety belts and booster seats, firearms safety, and personal safety concerns.



Community Connections

Although we were unable to host our annual Open House this year due to Covid-19 precautions, officers are always eager to invite members of the community to check out our Department and equipment. Below, PSO Keenan Sugg (left) and PSO Scott Lamont (right) spent time showing some young visitors around our fire stations.





In recognition of Fire Prevention Week, PSO Karl Fritz met with an employee from Servpro of Gaylord and Cheboygan. Servpro donated safety tip bags for children, goodies for first responders, and smoke detectors. This generous donation allowed us to supply smoke detectors to City homeowners, free of charge.

We made a unique donation in 2021, providing the Primate Rescue Center (PRC) of Kentucky with some of our old fire hoses. The PRC is a nonprofit organization that provides sanctuary to monkeys and chimpanzees who were previously subjects in biomedical research, confiscated from unlicensed owners, or surrendered. The PRC relies heavily on donations and will use the hoses as equipment for the animals to climb and swing on in their enclosures.



Last September, we hosted our first Safe Night Out, an event designed for individuals with disabilities and their families. We were joined by Emmet EMS, Emmet County Sheriff's Office and CCE 911. We provided a sensory friendly environment and gave tours of our equipment. Staff was also on hand to provide information on CCE's Smart 911 system and were available to assist in creating accounts.



Officers were invited to play a game of softball with the Challengers, a Petoskey Little League team adapted to accommodate players with a physical or intellectual challenge. This is our third opportunity to play with this team and everyone involved had a great time. Below, PSO's Hunter Arnold, Scott Lamont, and Scott Noble took a picture with Santa at the Downtown Holiday Open House. Officers were on hand to display our fire truck and equipment.

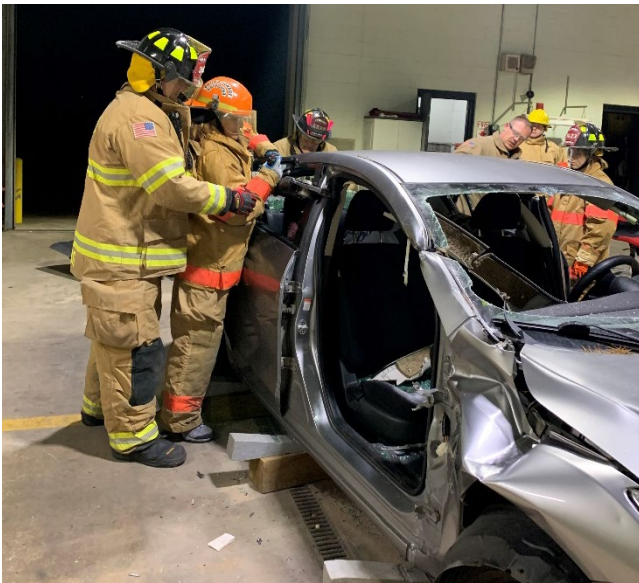


Citizens Academy

We held our 10th Citizens Academy in the fall of 2021. The Citizens Academy was established to give citizens a better working knowledge of our operations, policies, and procedures. The Academy is open to all members of the community, at no cost to the students.

The 24-hour block of instruction is very comprehensive, covering different topics over the course of several weeks. Participants received instruction in fire operations, emergency medical services, criminal law, interviewing and interrogation, and crime scene investigation. Students also had the opportunity to use our equipment and heard presentations from Emmet EMS, Emmet County Sheriff's Office, and CCE Central Dispatch. Officers enjoy sharing their knowledge with Academy participants and put a lot of hard work into making this program a success. A student from this year's Academy shared this positive review:

"I highly recommend this 8 week Academy! Our public safety for Petoskey is trained in many different areas, this class shows you what they do! And you see it first hand! I learned a lot and enjoyed the class! Thank you for serving Petoskey!"



Detective Position

The Department has one full-time detective that handles all follow-up investigations from complaints taken by officers as well as a variety of other duties. In 2021, Detective Matthew Mikulski worked on 182 new cases, reopened 11 cases, obtained 111 felony arrest warrants, 64 misdemeanor arrest warrants and 17 search warrants. Detective Mikulski also assisted the Petoskey schools on 24 complaints.



The Public Safety detective position is on a three-year rotating schedule to allow numerous officers the opportunity to serve. Detective Mikulski's term was complete at the end of 2021 and he has returned to his regular patrol duties, taking with him the knowledge and experience obtained while serving as detective. Detective Mikulski has been a Public Safety Officer with the Department since January 2004.

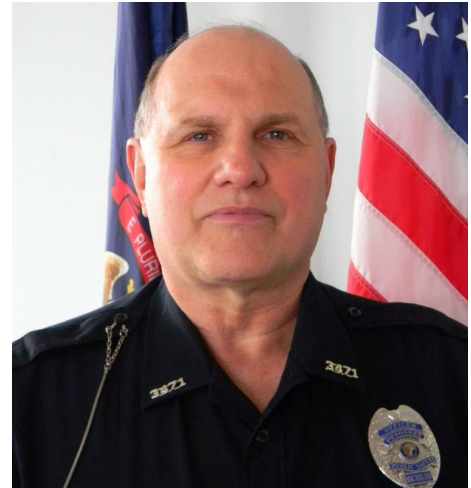
Administrative Services

The administrative office of Petoskey Department of Public Safety is located within City Hall at 101 East Lake Street. The office processes all criminal paperwork, accident reports, court records, and complaint documentation. Services include fingerprinting, as well as assisting citizens with walk-in complaints or phone calls. Additionally, the administrative office completed 117 Freedom of Information requests, 7 permits to purchase a handgun, and 75 pistol sales records in 2021. The administrative office also provides a Prescription and Over-the-Counter Drug (POD) Drop Off location for City residents. In 2021, the Department safely disposed of approximately 398 pounds of medications and assisted in the disposal of POD's in neighboring counties as well.



Retirement

In July of 2021, PSO Tony Rice (formerly Lieutenant-Retired) fully retired from the Public Safety Department after serving for approximately 35 years. PSO Rice began his career in emergency services as a paid on-call firefighter for the Long Lake Fire Department. He then spent two summers serving as a police officer on Mackinac Island before joining the Petoskey Police Department in 1986. PSO Rice was promoted to Lieutenant and maintained his supervisor position for almost 23 years before he initially retired in 2016. Shortly after this retirement, PSO Rice returned to the Department as a Part-Time Public Safety Officer. He served an additional five years, spending much of his time at our Bay Harbor Station.



School Resource Officer Position

Over the past several years, the Public Safety Department has devoted as much time as possible to having an officer present within Petoskey Schools. PSO Benjamin Carlson is a fully trained School Resource Officer (SRO) however, staffing issues prevent the Department from scheduling him in the schools full-time. Over the summer of 2021, Petoskey School Administrators recognized a need for an increased presence of a resource officer. An agreement was reached whereby Petoskey Schools made a financial commitment in an effort to increase the number of hours the SRO is on campus. The Public Safety Department is grateful to Petoskey Schools for their commitment and the Department will continue to seek avenues of funding in an effort to provide a full-time School Resource Officer.

SRO's are a great asset to schools as they collaborate with staff to ensure that students have a safe environment in which to learn. PSO Carlson is not only on hand in case of an emergency, but he assists with truancy concerns, provides medical assistance, completes demonstrations, and speaks with students daily. Since late August until December 31, 2021, PSO Carlson worked on 92 complaints at Petoskey Schools.

A large percentage of PSO Carlson's time is spent mentoring and building positive relationships with students. In the fall of 2021, Officer Carlson made approximately 750 mentoring contacts.



Awards

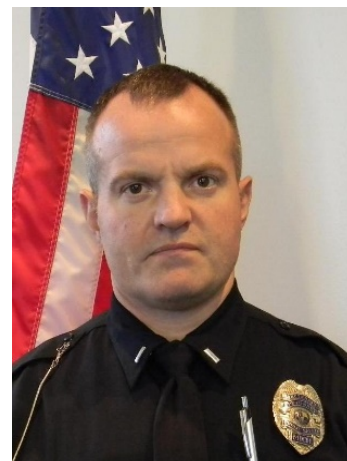
In July of 2021, PSO's Karl Fritz and Will Bowen were presented with the Medal of Valor from the Michigan Association of Chiefs of Police (MACP). The awards were presented at the annual MACP Professional Development Conference held at Shanty Creek. The Medal of Valor Award is the second highest honor the MACP may bestow upon a law enforcement officer. It is awarded to a law enforcement officer for exceptionally meritorious conduct involving exemplary courage, great risk and danger to the officer's personal safety.

This award was the result of PSO's Fritz and Bowen's response to an active shooter investigation in March 2020 at a location just into Charlevoix County. PSO's Fritz and Bowen were the closest officers and responded to the scene where it was reported that an older male was shooting at his wife and daughter. The officers were able to take the suspect into custody however, he had shot his daughter several times, killing her, as well as shooting and injuring his wife.



In April of 2021, the National Tactical Officers Association (NTOA) introduced their first Physical Fitness Qualification (PFQ). The PFQ was created as a recommendation of fitness standards for all Emergency Response Team operators. The scoring was based on how quickly an officer can complete a test and how many repetitions were done in an allotted time. Tests included an 800-meter run, a 400-meter run (with two 25lb hand weights, a 20 lb vest, and a gas mask), burpees, squats (with a 20lb vest and gas mask), and pull-ups. The NTOA recognized the officers with the highest score, acknowledging their strength, endurance, speed, and fortitude. Lt. Michael Parker placed 32 out of 370 national participants, with a score of 90.

In addition to his duties as a Public Safety Lieutenant, Lt. Parker also serves as Team Leader for the Northern Michigan Mutual Aid Task Force Emergency Response Team.



2021 Honors Board of Review Recipients

The Petoskey Department of Public Safety Honor Board of Review is made up of the Director of Public Safety Matthew Breed, Lieutenant Adrian Karr, and Public Safety Officer Scott Lamont. The Board reviews requests for recognition of meritorious service by Department members. These requests for awards are submitted by Department members who wish to have fellow Department members, public safety personnel from other departments, or citizens recognized for outstanding service to the community or to the Department.

Lifesaving Award:

PSO Adam Whitley
PSO Scott Lamont
Paramedic Chelsea Wregglesworth
Paramedic Brian Lepird

This award is intended for individuals directly responsible for saving a human life.

On January 20, 2021 shortly after 11:00 P.M., Emmet EMS and Petoskey Public Safety were dispatched to a local hotel for a possible overdose. The caller advised dispatch that her boyfriend had overdosed on Percocet and was unconscious, not breathing, and turning blue. PSO Scott Lamont responded from the fire station while PSO Adam Whitley responded in his patrol vehicle. Both officers arrived at the same time and found the caller attempting to perform CPR. After a rapid patient assessment, PSO Lamont began chest compressions while PSO Whitley administered a dose of Naloxone. With the patient's status not improving, the officers inserted an oral airway and began administering high flow oxygen using a bag valve mask. A second dose of Naloxone was administered and a short time later, the patient began producing small labored respirations. Paramedics Chelsea Wregglesworth and Brian Lepird arrived on scene and began administering advanced medical care while the officers continued to provide rescue breathing for the patient. The patient's condition began to improve and upon arrival at the hospital, he was alert and speaking with staff. Due to the dedicated, proficient teamwork of the officers and paramedics, this man is alive today. PSO Adam Whitley, PSO Scott Lamont, Paramedic Chelsea Wregglesworth and Paramedic Brian Lepird are hereby honored with the Lifesaving Award.

Lifesaving Award:

PSO Adam Whitley
PSO Hunter Arnold
Paramedic Dustin Gaberdiel
Paramedic Adam Peltier
Paramedic Matthew Robinson
Paramedic William Brodin

This award is intended for those individuals directly responsible for saving a human life.

On the evening of February 23, 2021 shortly after 7:00 P.M., CCE Central Dispatch received a call from a woman who was in route to the hospital with her elderly father. The woman explained her father had a heart issue and became unconscious while she was driving. The caller had stopped her car on East Lake Street and was attempting CPR when officers arrived. PSO's Adam Whitley and Hunter Arnold removed the man from the car, completed a rapid assessment and began performing two person CPR. Emmet EMS arrived shortly after the officers and the patient was placed on a cot and into the ambulance. CPR was continued throughout the process. A second ambulance arrived on scene with additional personnel to assist. Paramedics Dustin Gaberdiel, Adam Peltier, Matthew Robinson, and William Brodin were working as a team to save the patient's life. A monitor was attached and CPR continued while paramedics determined the patient's heart was in ventricular fibrillation. While this was occurring, IV's were being prepared. The patient was shocked and CPR continued. A short time later the monitor showed a slow rhythm and the patient began breathing on his own.

Medication was administered through an IV and upon arrival at the hospital, the patient was conscious and answering questions. These highly trained professionals worked as a team in a coordinated effort to bring a man with no pulse or respirations back to life. PSO's Adam Whitley and Hunter Arnold along with Paramedics Dustin Gaberdiel, Adam Peltier, Matthew Robinson, and William Brodin are hereby honored with the Lifesaving Award.

Lifesaving Award:

PSO Scott Lamont

PSO Hunter Arnold

Tribal Officer Nick Strobel

Tribal Officer Randy Lucy

This award is intended for those individuals directly responsible for saving a human life.

On April 25, 2021 at approximately 11:40 P.M., Petoskey Public Safety Officers overheard CCE Central Dispatch page Emmet EMS and Little Traverse Bay Bands Tribal Police to a hotel for a 37- year-old male who was non-responsive and blue in color. Further information was relayed that the subject may have a history of drug use. PSO's Scott Lamont and Hunter Arnold responded to the hotel to assist. Upon arrival, Tribal Police Officers Nick Strobel and Randy Lucy had the subject connected to an AED and were assessing the subject's condition. Officers observed the subject to be blue in color with pinpoint pupils and a weak, thready pulse. PSO Lamont made the decision to administer 1 dose of Nasal Narcan. Officer Lamont then inserted an oral airway while PSO Arnold assisted with rescue breathing. While transferring care to Emmet EMS, (and still in the hotel room), the subject regained consciousness and opened his eyes. The subject was transported to McLaren Northern Michigan for further evaluation.

Due to attentiveness to radio traffic along with swift lifesaving efforts, this man's life was spared. It is our honor to present Officers Scott Lamont, Hunter Arnold, Nick Strobel and Randy Lucy with the Lifesaving Award.

Lifesaving Award:

Lt. Todd Troxel

PSO Will Bowen

PSO Hunter Arnold

Firefighter Scott Noble

Paramedic Mikayla Thorman

Paramedic Dustin Gaberdiel

Student Paramedic Daniel Wilding

This award is intended for those individuals directly responsible for saving a human life.

On the afternoon of June 6, 2021 at approximately 6:19 P.M., Petoskey Public Safety Officers, along with Emmet EMS, were dispatched to a business in Bay Harbor for a 65-year-old female who was not breathing. Upon arrival, PSO Bowen observed the female on the ground and bystanders, along with family members, starting CPR. An AED was obtained from the business and PSO's began further lifesaving efforts. Two shocks were delivered from the AED and officers established an advanced oral airway to provide oxygen.

Prior to getting the patient to the ambulance, the patient had regained a pulse and was showing signs that she was attempting to breathe on her own. Emmet EMS staff provided advanced lifesaving care and transported the patient to the emergency department for further treatment. Information was later provided that the patient had been transferred to the ICU and was making progress and recovering from the event. Efforts from all professionals involved were directly responsible for saving a life that day.

Lt. Todd Troxel, Officer William Bowen, Officer Hunter Arnold, Firefighter/EMT Scott Noble, Paramedic Mikayla Thorman, Paramedic Dustin Gaberdiel, and Student Paramedic Daniel Wilding are hereby recognized with the Lifesaving Award.

Lifesaving Award:

PSO Benjamin Carlson

This award is intended for those individuals directly responsible for saving a human life.

On the afternoon of June 17, 2021, PSO Benjamin Carlson was on patrol in the Bay Harbor area when he located a vehicle pulled to the shoulder of Charlevoix Road. Anticipating a stranded motorist, PSO Carlson approached the vehicle to offer his assistance. Upon making contact, PSO Carlson determined the driver was experiencing a medical emergency. After requesting Emmet EMS, a rapid patient assessment was completed and PSO Carlson determined the driver was very likely suffering from a stroke. Emmet EMS was responding from their M-119 station when PSO Carlson updated them on the likelihood of a stroke. While in route, EMS staff contacted McLaren Northern Michigan and activated their stroke protocols. As a result of the rapid activation, this patient was examined at McLaren Northern Michigan and on a helicopter to McLaren Flint within two hours. Cerebral vascular emergencies require treatment in a timely manner and in most cases, time will determine if the patient lives or dies. Officer Carlson's accurate assessment of this stroke victim resulted in the patient receiving the necessary treatment in time to save his life. Public Safety Officer Benjamin Carlson is hereby presented the Lifesaving Award.

Public Safety Citation:

Lt. David Schultz

Award for service in the line of duty that required unusual thoroughness, conscientiousness, determination and initiative in the performance of a difficult assignment.

Citizens Award:

Rick Trudell

Meritorious service to the Department by the citizen.

On December 20, 2021 at approximately 11:08 A.M., officers were dispatched to a day care for a 2-year-old child not breathing. Dispatch further advised CPR was in progress. Lt. David Schultz assessed the situation and requested dispatch advise the caller to continue CPR and get in his patrol vehicle as soon as he arrived on scene. Taking several factors into consideration, Lt. Schultz determined transporting the child himself was the quickest way to reach the medical assistance needed. Arriving on scene, Lt. Schultz found Rick Trudell holding the child while performing CPR. Mr. Trudell continued CPR while getting into the patrol vehicle and until arriving at the emergency department. Upon arrival at the emergency department, the child began producing shallow respirations on his own and was transferred to medical staff. Time of dispatch to the arrival at the emergency department was slightly over two minutes and this certainly contributed to the full recovery made by the child. Had Mr. Trudell not started CPR as quickly as he did, this situation may have had a very different outcome. Additionally, Lt. Schultz's rapid assessment and quick actions resulted in the patient arriving at the emergency department in record time.

Rick Trudell and Lt. David Schultz are hereby recognized for their determination and initiative in the performance of a difficult task.

Certificate of Merit:

CCE Dispatcher Melissa Dragicevich
CCE Dispatcher Baylon Kerr

This award is for outstanding performance of duty under unusual or difficult conditions.

On July 21, 2021 at 9:57 P.M., CCE Central Dispatch received a call from the suicide hotline indicating a female was planning to hang herself. The only information provided was a first name and a cellphone number. Unfortunately, the cellphone number had no history with dispatch records. Dispatchers Melissa Dragicevich and Baylon Kerr worked together contacting several cell service providers and completing emergency requests for information. This search was taking place in conjunction with them trying to contact the suicidal subject using the cellphone number provided. Cross referencing several sources of information, they were able to locate an address and communicate by text with the suicidal subject. While maintaining contact with the subject, officers were dispatched to her location. Upon arrival, responding officers made contact and noted evidence indicating the subject intended to hang herself. This was a very dynamic situation but thanks to the quick actions of Dispatchers Dragicevich and Kerr, a tragic ending was prevented. Dispatchers Melissa Dragicevich and Baylon Kerr displayed outstanding performance of their duties under very difficult conditions and are hereby recognized with the Certificate of Merit.

Citizens Award:

Melanie Zamarron

Meritorious service to the Department by the citizen.

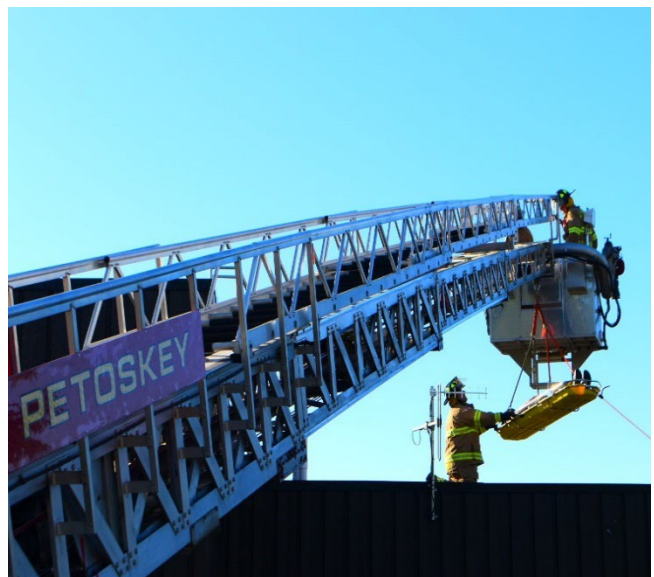
On February 11, 2021, middle school teacher Melanie Zamarron was allowing students a snack break when one of the students began choking on a breakfast bar. Recognizing what was occurring, Mrs. Zamarron immediately began to render aid. After administering back blows and abdominal thrusts, the child appeared to lose consciousness. Mrs. Zamarron continued to render aid until the airway obstruction was dislodged. Shortly thereafter, the child was conscious and breathing on her own. Mrs. Melanie Zamarron's decisive action saved a young girl from serious harm and is hereby recognized for her meritorious actions.

Training

Public Safety members received training in a variety of areas despite cancellations and modifications associated with continuing COVID-19 restrictions. In addition to firefighting and emergency medical service training, officers participated in law enforcement training that included firearms proficiency, weapon retention, physical fitness, legal updates, electric car concerns, vehicle ambush, hazardous materials, and interviewing techniques. Every officer received training in violence prevention, de-escalation, and implicit bias. We also hosted an Ethics and Leadership training presented by Neal Rossow of the Rossow Group. We invited officers from other agencies to join the class, which is tailored to address the current climate of law enforcement and endorses the mindset that there is no higher honor than public service.

In 2021, the Public Safety Department received a total of 3,680 hours of training.

Law Enforcement	Fire	EMS
900	1,710	1,070

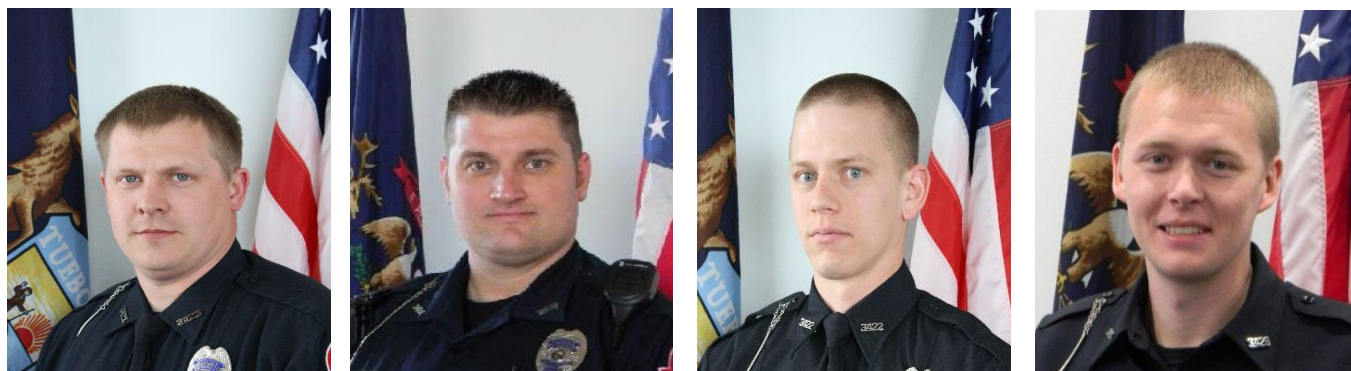


Certifications

In addition to their regularly scheduled training, four officers completed specialized certification in 2021. PSO Karl Fritz completed a Fire Officer certification from the Fire Fighter Training Council. He then began his Instructor certification, completing the Instructor I program. PSO Erik Hoig completed the Instructor program, earning his Certified Instructor certificate. These advanced certifications allow the Department to offer fire training to officers in house.

PSO Benjamin Carlson attended the Schools, Educators, Police Liaison Association's (SEPLA) conference, receiving specialized instruction on implementing and managing school safety programs, scenario training, and current trends or concerns affecting School Resource Officers.

Our newest Public Safety Officer, Hunter Arnold, completed his Emergency Medical Technician training through North Central Michigan College.



Pictured left to right: PSO Karl Fritz, PSO Erik Hoig, PSO Benjamin Carlson, PSO Hunter Arnold

Accreditation

The Public Safety Department officially entered the accreditation program in 2020. The Michigan Law Enforcement Accreditation Commission (MLEAC) bears the responsibility of administering the program and ultimately determines if a department has met the standards and deserves accreditation status. The MLEAC defines accreditation as follows:

“Accreditation is a progressive and time-proven way of helping law enforcement agencies calculate and improve their overall performances. The foundation of accreditation lies in the voluntary adoption of standards containing a clear statement of professional objectives. Participating agencies conduct a thorough self-analysis to determine which of their existing operations already meet some of the standards and/or how the procedures can be adapted to meet the standards and professional objectives.”

To achieve accreditation status, departments are required to prove they have written policies or directives to address all 108 standards mandated by the MLEAC. These standards cover a wide range of topics such as administrative, operational, personnel, investigative, and arrestee/detainee handling functions. Additionally, departments must also provide “proofs” that they comply with the standards while performing their law enforcement duties. A team of independent auditors will complete an assessment when a department feels they have met all the standards. Part of this audit includes spending time with officers while they are working their shifts to ensure the standards are being adhered to by department members. Our Accreditation Manager, Lt. Adrian Karr, states the Department has been diligently working on organizing our proofs and expects to request a mock assessor to evaluate our progress in March of 2022.

Public Safety Stations

Fire Station #1

100 West Lake Street

Apparatus assigned to Station #1:

- One 1500 GPM Rescue Engine
- One 100' Aerial Ladder
- Two Support Vehicles
- One 12' Rescue Boat



Photo by Josh Morgan

Fire Station #2 – Station West (Bay Harbor)

3625 Charlevoix Road

Apparatus assigned to Station #2:

- One 1500 GPM Rescue Engine
- One 70' Aerial Ladder
- One 12' Rescue Boat
- One Patrol Unit



Fire and EMS Calls for Service

The Department responded to more fire and emergency medical calls for service in 2021 than in any other year in the history of the Department. These calls for service totaled 1,001, which is an increase of 130 calls from 2020.

Of the total calls for service in 2021, 305 were classified as a fire response and 696 were a medical response.

Fire and EMS Calls for Service

2017	2018	2019	2020	2021
701	806	797	871	1,001

Breakdown of Fire and EMS Calls for Service

EMS Calls	696
Fire Calls	305

Emergency Medical Services

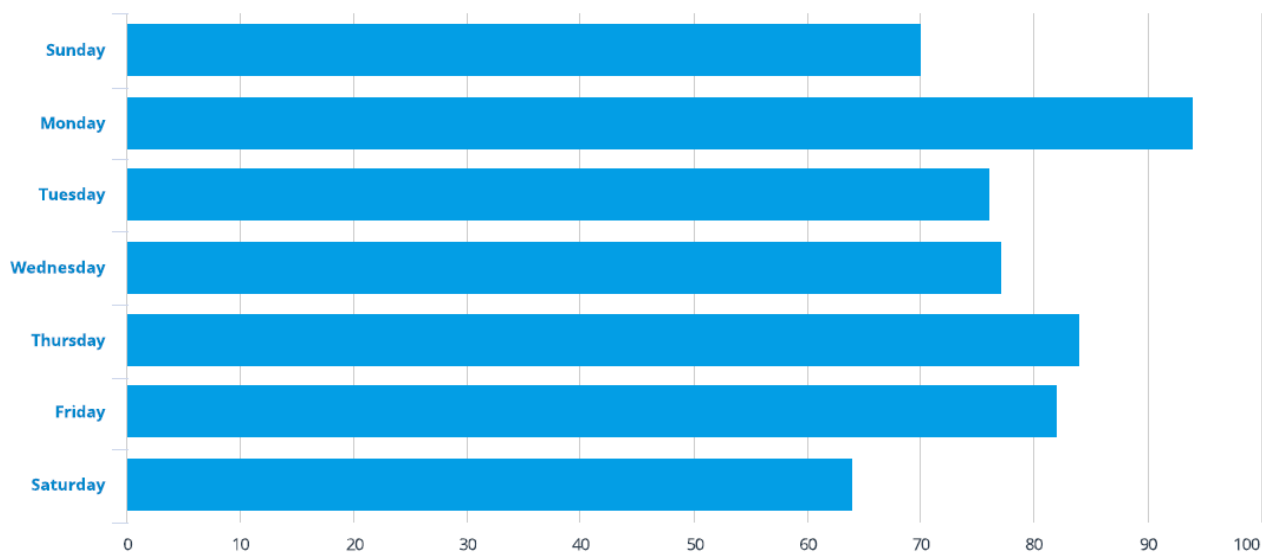
Approximately 69% of the calls for emergency medical or fire services answered in 2021 were medical in nature. The Department of Public Safety operates under licensing issued by the Michigan Department of Community Health. Petoskey is the only fire department in Emmet County operating at the “basic-non transport” level. This license is one level below the paramedic level.

With an average response time of 4.6 minutes from the time of notification by the 911 center until arrival, we are often the first medical unit on the scene. All officers hold at minimum a basic EMT license with some officers also holding paramedic licensing.



Basic medical equipment carried on both of the Department's licensed fire engines include splints, Automatic External Defibrillator, oxygen, glucose monitoring, Narcan, airways and OB kits.

2021 Medical Calls for Service by Day



Fire Services

In addition to fire investigations, the fire division responds to numerous calls for service throughout the year. In 2021, the fire division assisted with providing scene security during traffic accidents, completed inspections, investigated combustible leaks or spills, responded to business and residential alarms, and assisted emergency medical services.



Fire Prevention Week

The National Fire Protection Association (NFPA) has sponsored the public observation of Fire Prevention Week since 1922. Fire Prevention Week occurs during the week of October 9, in remembrance of the victims of the Great Chicago Fire of 1871. During Fire Prevention Week, the Department is active on social media, sharing tips on how to keep homes safe from fire damage. Officers also visit local schools, speaking with school children about fire safety plans and giving demonstrations of our equipment. Below, PSO Karl Fritz, met with St. Francis students during Fire Prevention Week.



Fire Equipment

The Public Safety Department changed our fire and EMS reporting software to ESO Solutions in 2021 after the previous vendor went out of business. ESO Solutions was selected from a list of vendors approved by the State of Michigan to complete required reporting of fire and medical calls for service. This software allows the Department to track the incidents accurately and more efficiently. Along with fire and EMS reporting, the software tracks firefighter training, property locations, and fire inspections.



We added a portable pump to one of our small utility/medical units, giving us the ability to drive the boat docks in all three marinas in our jurisdiction. This pump draws water from the lake and is able to pump 250 gallons of water per minute, increasing our effectiveness in fighting boat fires.



Fire Division - Past and Present

Last summer, we invited retired members of our Department to join us in a group photo by our 1938 fire engine. The engine was manufactured in Detroit and has been on display at our Lake Street station for several years. Pictured below, members of the 1938 Petoskey Fire Department gathered around their new fire engine. At this time, the police and fire departments were two separate entities. In 1988, the departments merged to become the first fully cross trained Public Safety Department in Northern Michigan. Since this merge, all Public Safety Officers are certified in law enforcement, firefighting, and emergency medical services.

1938



2021



2021 Department Quick Facts

- 911 receives the most calls for Public Safety services between the hours of 3:00 P.M.- 4:00 P.M. on any given day.
- The busiest months for the fire division in 2021 were May and August.
- We responded to more medical calls for service in 2021 than any other recorded year.
- The busiest day for emergency medical services was Monday.

2021 Petoskey Department of Public Safety Summary of Activities

Law Enforcement Calls for Service

	2017	2018	2019	2020	2021
Bay Harbor	319	324	335	389	361
Petoskey	7,763	8,302	8,621	7,074	7,587
Total	8,082	8,626	8,956	7,463	7,948

Fire/EMS Calls for Service

2017	2018	2019	2020	2021
701	806	797	871	1,001

Breakdown of Fire and EMS Calls For Service

EMS Calls	696
Fire Calls	305





City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: March 7, 2022

PREPARED: March 2, 2022

AGENDA SUBJECT: DPW Teamsters Agreement

RECOMMENDATION: That the City Council approve the proposed agreement

Background City staff has negotiated a new collective bargaining agreement with the Teamsters Union Local 214, covering unionized employees in the Department of Public Works for the period April 1, 2022 through March 31, 2025. DPW employees have ratified the agreement and the agreement is now being presented to City Council for consideration.

Changes to the Agreement

Section 2.15 Former Sick Leave Program Bank

Section deleted. Not applicable to any current employee.

Section 5.1 Pension Plan

Revise defined contribution plan to agree with Nonunion and Public Safety Officers plans revised in 2021. Increases employer contribution to 5% base amount plus match employee contribution up to an additional 5% for a total City contribution of 10%.

Section 6.4 Safety Devices

Increase annual amount from \$250 to \$350. Agrees with Public Safety agreement.

Section 2.9 Call in Pay

Employee will be paid 3 hours at overtime when called in to work regardless to when it occurs relative to their regular shift.

Schedule A - Wages

Wage increases; 2022 4%, 2023 3%, 2024 2% Total 9.0%

Schedule C - On Call Pay

Increase weekly pay for on call employee from \$235 to \$275.

Recommendation For City Council to approve the proposed Teamsters State, County and Municipal Workers Local 214 collective bargaining agreement.

at
Enclosures



City of Petoskey

Resolution

WHEREAS, the City of Petoskey collective bargaining agreement expires on March 31, 2022 and City staff and the Teamsters Local 214 have negotiated an new collective bargaining agreement covering the period of April 1, 2022 through 2025; and

WHEREAS, the City Council desires to continue providing services in the Department of Public Works and the Teamsters Local 214:

NOW, THEREFORE, BE IT RESOLVED, that the City of Petoskey City Council does and hereby approves the collective bargaining agreement with Teamsters State, County and Municipal Workers Local 214 and authorizes the City Manager to sign said agreement.

AGREEMENT

between

CITY OF PETOSKEY

(Covering Certain Department of Public Works Employees)

and

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214

For the period _____, 2022 through March 31, 2025
(Effective on Date of Ratification by Both Parties)

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PREAMBLE

This agreement is effective on April 1, 2022, by and between the City of Petoskey, a Michigan municipal corporation, of 101 East Lake Street, Petoskey, Michigan 49770, (hereinafter referred to as the "City") and Teamsters State, County and Municipal Workers Local 214, a voluntary, unincorporated labor organization, of 2801 Trumbull Avenue, Detroit, Michigan 48216 (hereinafter referred to as the "Union"), on behalf of staff members of the City's Department of Public Works collective-bargaining unit (hereinafter referred to as "employees").

In preparing this agreement, as when preparing past agreements, all parties continued to be desirous of preventing disputes in the workplace and of achieving a mutual understanding with respect to wages, working conditions, and hours of work for the City, and facilitating peaceful adjustments of grievances that might arise from time to time between the City and its employees, and of promoting and improving peaceful relations between the parties.

ARTICLE 1 - UNION RECOGNITION

Section 1.1. Exclusive Bargaining Representative - The City recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the City for those employees that are covered by this agreement, which include the Department of Public Works job classifications of Public Works Equipment Operator, Public Works Mechanic, Public Works Technician, and Public Works Crewleader.

Section 1.2. Extra Contract Agreements - The City agrees not to violate the Michigan Public Employment Relations Act, Michigan Compiled Laws 423.211, by entering into any agreement with another labor organization during the life of this agreement with respect to the employees covered by this agreement; or any agreement or contract with said employees, individually or collectively, which in any way conflicts with the Union's right of exclusive representation of the

collective bargaining unit. The Steward and alternate will serve as part of the collective bargaining committee without loss of time or pay during regular work hours.

Section 1.3. Representation Obligation - Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their memberships in the Union as they see fit. Neither party shall exert any pressure on or discriminate against any employees concerning such matters. Membership in the Union is separate, apart, and distinct from the assumption by an employee's obligation to the extent that the employee received equal benefits. The Union is required under this agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this agreement shall be made for all employees in the bargaining unit and not only for members in the Union, and this agreement has been executed by the City after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Section 1.4. Dues Checkoff - The City agrees to deduct from the pay of all employees all dues and initiation fees of the Union, and pay such amounts deducted to the Union for each and every employee, provided, however, that the Union presents to the City authorizations signed by the employees that allow such deductions from the pay of employees and payments to the Union.

Section 1.5. Dues - For present regular employees, payments of Union dues shall commence thirty-one (31) days following the effective date of this agreement; and for new employees, the payments shall start thirty-one (31) days following the date of employment. If any such provision of this Section is invalid under Federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of such laws or shall be renegotiated for the purposes of adequate replacement.

In the event of court action of any kind taken against the City because of compliance with this Section, the Union will defend the City indemnify the City, and render the City harmless from any and all actions and settlement of litigation including reasonable costs and attorney fees.

Section 1.6. Probationary Employees - New employees covered by this agreement shall be on a probationary status for the first two (2) years of employment. Upon completion of the employee's probationary period, the employee shall be placed on the seniority list, and such seniority shall commence from the date of hire.

Probationary employees may be laid off or dismissed without recourse to the grievance procedure. The Union will be given notice of the termination of a probationary employee.

This probationary period shall not affect the probationary employee's eligibility for any and all benefits, with such eligibility beginning immediately upon the effective date of hire and not at the conclusion of the probationary period.

Section 1.7. Union Access - The City agrees that it will allow the proper accredited representative of the Union access to any City-owned facility at any time for the purpose of policing the terms and conditions of this agreement. The Union shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the City, other than personal records, that pertain to a specific grievance.

Section 1.8. Union Activities - Any employee, as a member of the Union, and acting in any official Union capacity whatsoever, shall not be discriminated against for the employee's acts as such officer of the Union so long as such acts do not interfere with the conduct of the City's operations nor shall there be any discrimination against any employee because of Union membership or activities.

Section 1.9. Posting of Union Materials and Notices - The City agrees to allow the posting

of notices of Union meetings and other legitimate Union materials by an elected or appointed official of the Union.

Section 1.10. No Strike, No Lockout - No employee, Union member, or other agent of the Union shall be empowered to call or cause any strike, slow-down, walk-out, or cessation of work as prohibited under provisions of Public Act 379 of the Public Acts of Michigan of 1965, and the Union shall not be liable for any such action. The City agrees not to lock out its employees.

It is further agreed that in all cases of any unionized strike, slow-down, walk-out, or any unauthorized cessation of work, the Union shall not be liable for damages resulting from such unauthorized acts of its members.

The Union shall undertake every reasonable means to induce such employees to return to their jobs during any such unauthorized strike, slow-down, walk-out, or cessation of work. During the term of this agreement, the parties agree to allow an employee to submit the issue of whether the employee engaged in a strike, slow-down, work stoppage, or cessation of work to the grievance and arbitration procedures. The arbitrator's jurisdiction will be limited to the issue of whether the employee engaged in the strike, slow-down, work stoppage, or cessation of work, and the arbitrator shall not have power to modify the penalty imposed by the City.

Section 1.11. Picket Lines - It shall not be a violation of this agreement, and it shall not be cause for discharge or disciplinary action in the event that an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or to work behind any primary picket line, including the primary picket line of the Union that is party to this agreement and including primary picket lines at the City's places of operation. Provided that this section shall not apply to employees that are required to perform any routine or emergency City-provided services to the premises of any constituent of the City or any utility customer of the City. Such employees may request assistance from law enforcement officials. Within five (5) working days of filing of a grievance claiming violation of this Section, the parties to this agreement shall proceed

to the final step of the grievance procedure, without taking any intermediate steps, and other provisions of this agreement to the contrary notwithstanding.

Section 1.12. Steward and Alternate - The City recognizes the right of the Union membership to elect one (1) job Steward and one (1) alternate from the bargaining unit's membership. The authority of the job Steward and the alternate so elected by the Union shall be limited to and shall not exceed duties and activities that include the investigation and presentation of grievances with the City or the designated City representative in accordance with provisions of this agreement; collection of dues when authorized by appropriate Union action, transmission of such messages and information that shall originate with and that are authorized by the Union or its officers, provided that such messages and information have been reduced to writing or, if not reduced to writing, are of a routine nature and do not involve a strike, slow-down, walk-out, cessation of work, or any other interference with the City's operations.

The job Steward and the alternate have no authority to take strike action, or any other action interrupting the City's operations. The City recognizes these limitations upon the authority of the Steward and the alternate and shall not hold the Union liable for any unauthorized acts. The City in so recognizing such limitation shall have the authority to impose proper discipline, including discharge, in the event that the Steward or the alternate have taken unauthorized action in or for a strike, slow-down, walk-out, or cessation of work in violation of this agreement.

The Steward shall be permitted reasonable time to investigate, present, and process grievances on the City's property without loss of time or pay during regular working hours. Such time spent in handling grievances during regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

The elected Steward, or the alternate in the absence of the Steward, may investigate and present complaints during working hours, provided that this does not disrupt work and that such time has been approved by the Director of Public Works or the Director's designee.

Section 1.13. Seniority - The City shall post a list of employees arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment. Shift preference shall be by seniority, excluding, however, shift workers. The City shall use seniority when assigning work within a classification and within a functional division of the department except that an employee initially assigned to a task will be allowed to complete that task or assignment. Seniority shall be broken immediately upon discharge, voluntary quit, or retirement; after a period of two (2) years in cases of layoffs; or as provided in Section 1.14.

An employee in a classification subject to the jurisdiction of the Union who has been in the past or will in the future be reassigned to a supervisory position and is thereafter transferred to a classification subject to the jurisdiction of the Union shall not accumulate seniority while working in a supervisory position. The employee who is so transferred to a classification subject to the jurisdiction of the Union shall commence work in a job generally similar to the one that the employee held at the time of the employee's assignment to a supervisory position and shall maintain the seniority rank that the employee had at the time of the employee's assignment to the supervisory position.

It is further understood that no temporary demotions in supervisory positions will be made during a temporary layoff of employees.

Section 1.14. Layoff and Recall - Seniority shall prevail in the layoff and rehire of employees; however, an employee with less seniority may be retained if a more-senior employee does not have the present ability and/or experience to perform the preponderance of the remaining work.

In reducing the work force because of a lack of work or other legitimate cause, the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired.

In the event of a layoff, an employee so laid off shall be given two (2) weeks' notice of recall to work mailed to the employee's last known address. In the event that the employee fails to

report for work at the end of said two (2) weeks, the employee shall lose all seniority rights under this agreement. Exceptions may be made due to unusual circumstances beyond the control of the employee.

The Steward shall be granted super-seniority for the purposes of layoff and recall.

Section 1.15. Discipline and Discharge - Discipline and discharge shall be for just cause.

Unless circumstances warrant otherwise, the City will endeavor to give at least one (1) written warning to an employee, with a copy to the Union Steward, prior to applying the discharge penalty. Maintenance of disciplinary records within the personnel files shall be in accordance with the Michigan Employee Right to Know Act. Disciplinary records will be expunged after two (2) years.

The City agrees with the principle of progressive discipline, except that the City has the discretion to immediately apply the discharge penalty, without any prior written notice, in the following circumstances: loss of license, commission of a crime, theft, dishonesty, falsification of records, drunkenness, substance abuse, fighting, insubordination, serious abusive and/or harassing behavior toward the general public, co-workers, or City staff, or on-duty recklessness. Discharge must be by written notice hand delivered or sent first class mail to the employee with a copy to the Union.

In lieu of the first step of the grievance procedure set forth in Section 1.16 below, a discharged employee may request an investigation. Should the investigation prove that the employee was unjustly discharged; the employee shall be reinstated and compensated for any loss of pay (less any interim income earned through other employment or self-employment unless the employee would have earned such interim income regardless of the employee's disciplinary leave of absence). A request for investigation concerning an employee's discharge must be made by written request to the Director of Public Works or the Director's designee within ten (10) calendar days from the date that the discipline was imposed. No request for investigation made

later than ten (10) calendar days after the discharge will be considered, and in such case, the remaining steps of the grievance procedures otherwise available to the employee, as set forth in Section 1.16 of this agreement, shall be deemed waived.

The City will make a decision on the request for investigation within ten (10) calendar days after receipt of the written request. The city will provide a copy of the decision to the Union and to the employee. If no decision is made after ten (10) calendar days, or the matter remains unsettled, the matter will be advanced to the second step of the grievance procedure contained in Section 1.16 below.

Section 1.16. Grievance Procedure - It is mutually agreed that all grievances, disputes, or complaints arising under and during the term of this agreement shall be settled in accordance with this grievance procedure, provided that there shall at no time be a strike, slow-down, walk-out, or any unauthorized cessation of work or the use of any method of lockout or legal proceedings. Every effort shall be made to adjust controversies and disagreement in an amicable manner between the City and Union.

Should any grievance, dispute, or complaint arise over the interpretation or application of the contents of appropriate portions of this agreement, there shall be an earnest effort on the part of the parties to settle such promptly through three steps.

The first step shall be a conference between the aggrieved employee, the Steward, or both, and the supervisor and/or Director of Public Works. It shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided by the Union within ten (10) working days of the alleged grievance.

The second step shall be a hearing between the Union representative and City and/or the City's representatives to be held within ten (10) working days of the alleged grievance and with a decision rendered in ten (10) working days after the hearing.

The third step shall occur in the event that the second step procedure fails to settle the grievance, and the Union within sixty (60) days may submit the issue to an arbitrator as provided for in Section 1.17 of this agreement. Such decision will be binding on both parties.

Grievances must be taken up promptly, and no grievance will be considered or discussed that is presented later than ten (10) working days after such has occurred.

Section 1.17. Arbitration Procedure - Any grievance that is arbitrable, upon proper notification as provided in this agreement, may be submitted to one arbitrator chosen by mutual agreement by the parties. If mutual agreement cannot be obtained, the arbitrator will be selected from a panel of arbitrators obtained from the Michigan Employment Relations Commission (MERC) using the MERC procedure for selecting the arbitrator. Compensation and expenses of the arbitrator shall be shared equally by the City and the Union.

The employee involved, or if a group grievance, one representative from the group, may be in attendance without loss of pay. Witnesses shall be compensated for lost time by the party calling the witness.

The arbitrator shall have no power to add to, subtract from, or modify this agreement, or to declare any provisions of this agreement illegal.

Section 1.18. Special Conferences - Parties to this agreement recognize that, during the term of this agreement, there might from time to time arise issues of mutual concern. Special conferences to discuss such important matters may be arranged by mutual agreement of the parties. Every effort shall be made to schedule such conferences within fourteen (14) days of receipt by either party of a written request for same. The written request shall specify, as an agenda, the purpose of the special conference. Each party may be represented at special conferences by outside representatives. It is expressly understood that the purpose of such special conferences shall not be to renegotiate the terms of this agreement, and each party shall have the right to rely upon the terms of this agreement, nor shall special conferences be used as

substitutes by the employees or by the Union for the grievance procedure as provided in Section 1.16 of this agreement.

ARTICLE 2 – COMPENSATION

Section 2.1. Hours of Work - The regular work week shall commence on Monday morning and end on Friday afternoon, except that the Water and Waste Water Department work week shall consist of seven (7) days, commencing on Sunday and ending on Saturday. All work weeks shall generally consist of forty (40) hours per week on such days and at such times as determined by the City; however, this shall not be considered a guarantee of work.

The City will provide two (2) weeks' written notice to the Union and affected employees prior to any layoff or prior to reducing hours of work.

Employees affected by reducing hours of work, and who are scheduled to work at least thirty (30) hours per week, will continue to be eligible to participate in the insurance programs provided in this agreement. The City will lay off employees before reducing hours below thirty (30) hours per week.

Seniority shall prevail in the reduction of hours of work; however, an employee with less seniority may be retained if a more-senior employee does not have the present ability and/or experience to perform the remaining work.

Section 2.2. Paid-for Time - Employees shall be paid for all time spent in the service of the City. Except for the provision relating to call-in pay/on-call time in Section 2.9, paid-for time shall be computed from the time that the employee arrives at work until the time that the employee is effectively released from duty. Employees called to work shall be allowed sufficient time, without pay, to get to the job and shall draw full pay from the time of being registered in.

Section 2.3. Pay Period - Employees shall be paid in full every two weeks.

Section 2.4. Pay Record - The City must record the hours worked by employees and the hourly rates of pay for each employee on the employee's paycheck stub. The City shall immediately notify an employee of any changes in the employee's time card made by the City after the employee has submitted the employee's record if the change will result in an increase or decrease in the numbers of hours for which the employee will be paid.

Section 2.5. Wages - Attached hereto, and marked as Schedule "A," is a chart that shows classifications and wage rates of employees covered by this agreement. It is mutually agreed that said Schedule "A" and the contents thereof shall constitute a part of this agreement.

Section 2.6. Pay Classification Changes - Employees who are placed temporarily to work in a higher classification shall receive the higher rate of pay of that classification for the period of actual time worked within the higher classification. Employees who are temporarily transferred from a higher classification to a lower classification shall remain at the employees' higher rates of pay during the temporary period. Employees who are transferred permanently from a higher classification to a lower classification shall receive the rate of pay that has been established for the lower classification.

Section 2.7. Reporting Wage Guarantee - Any employee who reports to work according to the employee's regular work schedule but is not put to work shall be guaranteed three (3) hours of pay at the rate specified in this agreement.

Section 2.8. Daily, Weekly, and Call-In Overtime Pay - One and one-half (1½) times the hourly wage rate shall be paid for all hours worked in excess of eight (8) hours per day or forty (40) hours per week, whichever daily or weekly number of hours is greater, but not both. The need for overtime shall be determined by the City. The use of unpaid time off by an employee shall not be counted as hours worked in that pay period for purposes of calculating an employee's entitlement to overtime pay.

Section 2.9. Call-in Pay - An employee who is called in to work prior to the beginning of the employee's regular work schedule, or who is called back into work after the employee has finished working and has left the work place, shall be paid for a minimum of three (3) hours at the rate of one and one-half ($1\frac{1}{2}$) times the employee's regular hourly wage rate. If an employee is called into work less than three (3) hours prior to the start of the employee's regular shift, and the employee remains working into the employee's regular shift, the employee shall receive three hours of call in pay at one and one-half ($1\frac{1}{2}$) times the employee's regular hourly wage rate, in addition to their regular rate of pay for all scheduled hours actually worked.

An employee will receive credit for call-in pay from the time that the employee answers the page, provided that the employee responds to the page within twenty (20) minutes from the time that the employee answers the page. Otherwise, call-in pay will start when the employee arrives at the job in accordance with Section 2.2.

Section 2.10. Holiday Wage Rates - An employee shall receive a minimum of three (3) hours at the rate of one and one half ($1\frac{1}{2}$) times an employee's regular hourly wage rate and shall be paid at this rate for all hours worked on the following paid holidays: Memorial Day, 4th of July, Labor Day, Friday after Thanksgiving Day, and Christmas Eve in addition to employee's holiday pay.

An employee shall receive a minimum of three (3) hours at a rate of two (2) times an employee's regular hourly wage rate and shall be paid at this rate for all hours worked on Thanksgiving Day, Christmas Day, and New Year's Day in addition to the employee's holiday pay. There shall be no pyramiding of overtime pay under Section 2.8 of this agreement for work on a holiday.

Section 2.11. On-Call Overtime Rotation - To provide the City with sufficient staff that is ready to respond to emergencies, and to provide an equitable system to equalize overtime call-in

opportunities among employees, all employees shall be required to participate in an on-call rotation program. Provisions governing this Section appear in Schedule "C" as part of this agreement.

Section 2.12. Overtime Opportunities and Records - As much as possible, the City will equalize overtime opportunities for all employees, provided that employees have the present ability to perform the work. The City shall maintain and post a record of overtime hours. Employees who refuse overtime shall be charged as though they worked the overtime.

Section 2.13. Overtime Distribution - Scheduling of overtime work shall be according to seniority within the various divisions of the department and shall be distributed fairly and equitably among the employees of each classification. Seniority within the classification needed shall prevail in the distribution of all overtime work on a rotating basis.

Section 2.14. Out-of-Town Travel - Employees out of town on City business shall be paid for all meals and lodging upon submission of proper documentation.

ARTICLE 3 - LEAVES

Section 3.1. Vacation Eligibility - The schedule of vacations for years of service shall be, provided that employees have been on the active payroll for a least one-thousand-five-hundred-sixty (1,560) paid hours during the preceding year, forty (40) hours of pay following one (1) year of service, eighty (80) hours of pay following two (2) years of service, one-hundred-twenty (120) hours of pay following seven years of service, and one-hundred-sixty (160) hours of pay following eleven years of service.

Employees who fail to achieve the one-thousand-five-hundred-sixty (1,560) paid hours of a qualifying year for vacation purposes will be paid vacation pay on a prorated basis based on the ratio of paid hours to two-thousand-eighty (2,080) hours.

Employees shall be permitted to carry over up to 40 hours of vacation time to the subsequent anniversary year. All carried over vacation hours must be used during the subsequent anniversary year.

Section 3.2. Vacation Requests - Vacation leave must be requested at least two (2) weeks in advance, but will be granted with less than two (2) weeks' notice in situations involving emergencies, illness, and other bona-fide reasons that make such notice impossible.

The City shall have the right to determine vacation leaves of absence so that vacation leaves of absence shall not interfere with the efficient operations of the City.

The City shall grant vacation requests according to seniority.

Section 3.3. Vacation Pay - Each hour of vacation pay shall be based upon the employee's straight time hourly wage rate. If a holiday should fall within the vacation period, the employee shall be paid an additional day's pay of eight (8) hours at the employee's straight time hourly wage rate, or the employee may elect not to use the vacation day and be paid only for the holiday.

An employee who has earned vacation leave but is separated from employment before taking it shall be paid the amount earned at the time of separation.

Section 3.4. Holiday Schedule - Except for call-in or specially scheduled duty, employees shall not be required to work and shall be paid eight (8) hours of pay at the employee's straight time hourly wage rates for these eight (8) holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, and Christmas Day. When a holiday falls on a Saturday it shall be celebrated on the preceding Friday and when a holiday falls on a Sunday it shall be celebrated on the following Monday.

Section 3.5. Holiday Pay Eligibility - To qualify for eight (8) hours of straight time pay for a holiday not worked, employees must work the regularly scheduled work day that immediately precedes or follows a holiday, except in proven cases of illness or unless the absence is mutually

agreed upon between the employee and the City. Employees are entitled to holiday pay if the holiday falls within the first six (6) months of absence due to occupational injury or during a period of permissible absence.

If the holiday falls within the thirty (30) day period following an employee's layoff due to a lack of work, and such employee is also recalled to work during the same thirty (30) day period but did not receive any holiday pay, then in such case the employee shall receive an extra day's pay for such holiday in the week in which the employee returns to work. Said extra day's pay shall be equivalent to eight (8) hours at the employee's straight time hourly wage rate. An employee who was laid off because of lack of work and is not recalled to work within the thirty (30) day period is not entitled to pay upon the employee's return.

Under no circumstances shall extra pay be construed to be holiday pay, nor shall it be construed to be as hours worked for weekly overtime.

Section 3.6. Personal Leave Time - Employees shall be entitled to twenty-four (24) hours of personal leave time, which shall serve as "floating" or optional holidays, with pay, per calendar year. Hours of personal leave time will be scheduled with the City's approval.

Section 3.7. Short Term Leave - Each employee shall receive fifty-six (56) hours of short term leave time on December 1 of each calendar year to be used for illness or non-illness reasons. By December 15 of each calendar year, the City shall pay each employee for all unused short term leave time that had been granted the previous December 1, not to exceed fifty-six (56) hours. Such payment shall be by separate check and at the employee's regular base rate of pay. Employees may not bank short term leave time.

After an employee exhausts any available sick leave, the City shall have the option to require the employee to use any accrued vacation, personal leave, or short term leave time, except that the employee may reserve up to five (5) vacation days. Thereafter, the employee may request Extended and/or Personal Leave as described below. The City requires that any

entitlement under the Family Medical Leave Act shall run concurrently with any leave of absence under this section.

Section 3.8. Extended Leave - Extended medical leave will be granted upon written request from the employee for non-work related illness or injury, subject to the Employer's right to require medical proof of disability.

Leaves granted under this section shall be without pay and benefits, and an employee on such leave shall be responsible for payment of his health, and life, and accidental death and dismemberment, dental and optical insurance coverage beginning thirty (30) days after the employee has exhausted all accumulated leave time (except for the retention of 5 vacation days as described in the preceding section) and is no longer on the active payroll, except as otherwise required by the Family Medical Leave Act. All leaves under this section shall run concurrently with any leave under which the Family Medical Leave Act is applicable.

Except as otherwise provided for in Section 2.15, and further except for the retention of 5 vacation days as described in the preceding section, leaves under this section will not be granted until an employee has exhausted all other accumulated leave benefits.

An employee may be on leave under this Section for a period of not more than twelve (12) months or the length of his seniority, whichever is less, and seniority shall not continue beyond that time, unless otherwise mutually agreed.

The City may, as a condition of continued leave, require proof of such continuing disability. The City may also require that an employee provide a medical certificate that establishes to the City's satisfaction that the employee is unable to perform the essential functions of the employee's job.

The City may require employees to take leave under provisions of this Section if the City believes that there is reason to question the employee's ability to safely and/or completely perform the essential functions of the employee's job as a result of the employee's physical, medical, or mental condition. In such cases, the City may, at the City's expense, require an employee to be

examined by a physician selected by the City for the purpose of determining whether such condition would require leave under provisions of this Section.

Employees who do not return to work from leaves under the provisions of this Section will be considered terminated, and the City then will have the option of filling the employee's position on a permanent basis.

3.9. Workers' Compensation Leave - A leave of absence will be granted to employees for work related illnesses or injuries for which employees are entitled to receive benefits under Michigan Workers' Compensation laws. Any entitlement of the Family and Medical Leave Act shall run concurrently with the workers' disability compensation leave. The City will grant workers' disability compensation leave for up to a total of seventy-eight (78) consecutive weeks. Employees may use the sick leave program as provided in Section 2.15 of this agreement to supplement this workers' disability compensation leave benefit, but neither the provisions of Section 2.15 nor any other provision of this agreement shall be used for the purpose of extending such workers' disability compensation leave beyond a total of seventy-eight (78) consecutive weeks.

The City may, as a condition of continued workers' disability compensation leave, require proof of such continuing disability. If the City determines that, after consultation with its medical advisors, an employee has the ability to perform the employee's regular job safely and/or completely perform the essential functions of the employee's job, then the employee's workers' disability compensation leave shall immediately end, and the employee shall be required to return to the employee's regular job.

The City may require that an employee provide a medical certificate that establishes to the City's satisfaction that the employee would be able to perform the essential functions of the employee's job.

Employees who do not return to work from a workers' disability compensation leave of absence within the seventy-eight (78) consecutive week maximum leave period, will be

considered terminated, and the City will have the option of filling the employee's position on a permanent basis. Upon written request, the City may, in its sole discretion, extend the workers' disability compensation leave beyond the 78-week period for a limited time.

Section 3.10. Funeral Leave - When death occurs in an employee's immediate family, the employee, upon request, shall be excused with pay for up to three (3) normally scheduled working days within 7 days immediately following the date of death. For out-of-state funerals, employees shall be excused for up to two (2) additional work days with pay.

Immediate family shall be defined as an employee's spouse, children, parent, brother, sister, grandparent, grandchildren, aunt, uncle, current mother-in-law, current father-in-law, current sister-in-law, current brother-in-law, current grandparent-in-law, step-mother, step-father, step-sister, step-brother, step-children, or member of the employee's family living in the employee's household.

Time off will be granted to attend the funeral of an employee's relative, other than immediate family, or a friend. This time may be without pay or may be, at the employee's option, taken via any paid time off benefit.

Section 3.11. Jury Duty - Employees will receive regular pay while on jury duty but will be required to turn in pay to the City that is received in their roles as jurors, less any mileage allowance.

Section 3.12. Military Duty - Military leave will be in accordance of all applicable Federal and State laws and regulations.

Section 3.13. Union Leave - The City agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention, or serve in any capacity or other official Union business,

provided that forty-eight (48) hours' written notice is given to the City by the Union, specifying the proposed length of time off for Union activities.

Due consideration shall be given to the numbers of employees affected in order that there shall be no disruption of the City's operations due to lack of available employees.

ARTICLE 4 – INSURANCES

Section 4.1. Health Insurance - Effective June 1, 2016 the City will make available a high-deductible Blue Cross/Blue Shield of Michigan insurance plan for employees and employees' dependents, being Group Number 01208/661. The City reserves the right to change plans, provided the plan selected is reasonably comparable, but not necessarily identical to the current plan. The City's participation in payment for health care benefits, including medical, dental and optical benefits, shall be capped at the annual "hard cap" amounts as calculated by the Michigan Department of Treasury pursuant to Public Act 152 of 2011.

If the cost of health care benefits, including medical, dental and optical is less than the hard cap limits established under Public Act 152 of 2011, a contribution in the amount of the difference will be made to the employee's HSA account.

The City's payments will begin on the first day of eligibility in monthly increments toward the Employee's health care premiums. Employees shall pay the balance of all health care costs including premiums, deductibles, co-pays and contributions to their health savings accounts. The Employee portion of health care premiums, if applicable, shall be deducted from the employee's bi-weekly pay.

The City shall commence payment of its portion of the insurance premiums in accordance with its established policy and all City payments shall cease when employment is terminated and at the end of the month in which an employee is placed on layoff or on a leave of absence. The City will continue its payments during a medical leave for up to 12 weeks provided that the Employee is eligible under FMLA and the employee's premium payments are made. Health

insurance may be also continued in accordance with COBRA upon the employee's payment of the required total premiums.

Employees who have the ability to obtain medical, vision, dental and hospitalization insurance from another source may decline such coverage with the City and the City shall reimburse employees who elect not to participate in the City's program an amount equal to 50% or the then applicable single rate cap, provided that the employee provides reasonable proof of alternative coverage, and then declined the coverage through the City.

Section 4.2. Retiree Health Insurance - Upon retirement, employees may keep health insurance plans in effect as part of the City's group plan. The City will pay up to two-hundred dollars (\$200) per month toward the retiree's and spouse's health insurance coverage for the life of the retiree only, provided that the retiree remains insured by the City's group health care plan. Employees who retire after January 1, 2017 will not be eligible to receive these payments.

Section 4.3. Lost Income Insurance - The City shall provide lost income insurance in conjunction with the short term leave program for non-work related illness and injury for minimums of up to twenty-six (26) weeks of coverage per illness or injury in any calendar year with such disability benefit in the amount of sixty-six and two-thirds percent (66-2/3%) of the employee's gross weekly wage, not to exceed one-thousand dollars (\$1,000) per week. Such disability benefits shall become effective after the seventh (7th) consecutive calendar day of illness or the first (1st) day of injury.

Section 4.4. Workers' Compensation Insurance - The City shall provide workers' compensation coverage to all employees at no cost to employees.

Section 4.5. Dental and Optical Insurance - Subject to the limitations on the City's participation set forth in Section 4.3 above, the City shall provide employees the same optical and dental

insurance benefit as provided the City's non-unionized employees, being Blue Cross Blue Shield of Michigan, Group Number 01208/661.

Section 4.6. Life and Accidental Death-Dismemberment Insurance - The City shall provide, at the City's expense, term life insurance, inclusive of accidental death and dismemberment benefits in the base amount of twenty-five-thousand dollars (\$25,000) for each employee.

Section 4.7. Insurance Coverages During Short Term Leave - The City shall continue to pay its share of the costs of employees' health, life and accidental death and dismemberment, dental, and optical insurance coverages while employees are receiving disability benefits under the short term leave insurance plan.

Section 4.8. Insurance Coverages During Workers' Compensation Leave - When employees are off due to job-related illnesses or injuries, the City will pay its share of the next six (6) health insurance monthly payments and life insurance monthly payments beginning with the first full month following the illness or injury. The employee shall be responsible for their share of the costs for the first six (6) months, and thereafter, shall be responsible for the entire cost of such coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA).

Section 4.9. Insurance Coverages During Leaves of Absence - When employees are on leaves of absence, employees shall be responsible for monthly payments of employees' health insurance and life insurance coverages pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA) thirty (30) days after employees have exhausted all sick leave program banks or accumulated time are no longer available.

Section 4.10. Insurance Coverages During Layoff - When employees are laid off, the City will pay its share of the next two (2) health insurance monthly payments and life insurance monthly

payments. Employees shall be responsible for their share of the costs for the first two (2) months, and the entire cost of coverages beyond the two (2) payments.

Section 4.11. Change in Insurance Providers - The City shall have the right to change insurance providers, provided that the new insurance offers substantially equivalent benefits. The City shall provide employees and the Union thirty (30) days' advanced notice, which shall include detailed information on the proposed plan and benefits, of any changes in insurance providers prior to implementation.

ARTICLE 5 – RETIREMENT

Section 5.1. Pension Plan - Effective January 1, 2017, current Employees shall have their MMERS Plan B-4 pension benefits frozen as of December 31, 2016, and shall be covered under the Michigan Municipal Employees' Retirement System (MMERS) Plan B-3, inclusive of the V-6, F55/25, FAC 3 riders. The employee shall pay three percent (3%) of wages toward the cost of this benefit for the duration of the Agreement.

All employees hired after December 31, 2016, shall be enrolled in the MMERS Defined Contribution Retirement Plan. Once enrolled, the Employer shall pay into each employee's individual contribution plan account on a monthly basis a sum equal to five percent (5%) of the employee's base wage and overtime for that pay period. In addition, the employer will match contributions made by the employee up to five percent (5%), resulting in a maximum total contribution by the employer of ten percent (10%) of wages. Vesting in the plan (as it relates to the employer's contribution) shall be as follows:

Completion of one year of service	25%
Completion of 2 years of service	50%
Completion of 3 years of service	75%
Completion of 4 years of service	100%

Section 5.2. Deferred Compensation Plan - The City shall offer those employees who request it the opportunity to participate in the International City/County Management Association's Retirement Corporation (ICMA-RC), a deferred compensation program that permit municipal employees to defer a portion of their wages. Contributions to this plan shall be made only by employees.

ARTICLE 6 - SAFETY AND TRAINING

Section 6.1. Equipment and Working Conditions - The City shall not require employees to use any vehicle that is not in safe operating condition or equipped with the safety appliances as prescribed by law. It shall not be a violation of this agreement where employees refuse to operate such equipment, unless such refusal is unjustified. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute, court order, or governmental regulation relating to safety of persons or equipment.

Section 6.2. Accident Reports - An employee involved in an accident shall immediately report said accident and any physical injury that is sustained. When required by the City, the employee, before starting the employee's next shift, shall make out an accident report in writing, on forms furnished by the City, and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject the employee to disciplinary actions by the City. An employee shall immediately, or at the end of the employee's shift, report all defects of equipment. Such report shall be made in writing on forms furnished by the City. The City shall not ask or require an employee to take out equipment that has been reported by another employee as being in an unsafe operating condition until such equipment has been approved as being safe by the motor pool supervisor.

Section 6.3. Safety Committee - The City shall establish a safety committee consisting of employees representing all City operations, including the Union, the duties of which shall include, but not necessarily limited to, establishing safety rules and regulations in line with Federal and State requirements and other accepted safety practices; plan and establish an ongoing safety program for all employees; meet at least monthly to analyze accident reports and complaints and evaluate effectiveness of the safety program; and periodically inspect all City operations and make recommendations to improve safety conditions. The City agrees to implement all reasonable recommendations of the safety committee. The City shall have the right to establish and enforce safety rules and practices.

Section 6.4. Safety Devices - The City will pay each employee \$350 per year toward the cost of safety glasses, safety shoes/ boots, and the cost of obtaining or renewing the CDL portion of the employee's driver's license.

Section 6.5. Uniforms - The City will provide, at its expense, uniforms to employees and shall, maintain the program for uniforms in effect at the signing of this agreement. In addition, the City may, at its option, provide employees with jackets and other outerwear, which the employee shall be required to wear while working if outerwear is necessary due to weather conditions. Employees may not wear outerwear other than that supplied by The City while working, without prior approval from The City. Employees shall be required to clean and otherwise maintain the outerwear.

Section 6.6. Vaccinations - The City shall provide, at its expense, periodic vaccinations for all employees. Vaccinations shall be given through a physician of the City's choosing and at intervals as recommended by the Michigan Department of Community Health or the Environment, Great Lakes and Energy or as may be required by law.

Section 6.7. Commercial Driver's License - Should an employee be unable to obtain or maintain commercial driver's license, when such employee is required to have this license for the purpose of operating any and all of the City's vehicles or equipment, the City shall temporarily place the employee in a classification where such license is not required until such time as the employee obtains the required license, provided that an opening exists as determined by the City and that the employee is qualified to perform the work within the temporary assignment. This temporary reassignment shall not exceed ninety (90) days, and the employee shall not suffer loss of pay or benefits during this temporary change in classification.

The City may grant the employee a leave of absence up to a period of ninety (90) days for the purpose of obtaining such a license. During this leave of absence, the availability of benefits shall be governed by sections 3.9 of this agreement and the employee may use any available paid time off for this leave, or may accept the leave without pay. An employee will not accrue seniority under this section of the collective bargaining agreement.

Provided that, however, the City shall not be required to temporarily reassign an employee or grant a leave of absence to an employee under this provision for more than a total of ninety (90) days under either action or combination of the actions. An employee who is temporarily reassigned or granted a leave of absence under provisions of this section shall be required to immediately notify the City and return to work the next scheduled day after the employee has received the required commercial driver's license.

Section 6.8. Loss of License.

(A) **Loss of CDL** - If the commercial drivers' license (CDL) is lost through a legal proceeding, then employees will have thirty (30) days to reinstate the CDL subject to United States Department of Transportation (DOT) regulations and the City's drug and alcohol policy, except that for a non-probationary employee's first misdemeanor alcohol conviction unrelated to work, that employee will have thirty (30) days to reinstate the CDL

notwithstanding the City's drug and alcohol policy and other policies or provisions relating to discipline and discharge.

During the thirty (30) days, employees will be suspended without pay. However, the City can in its sole discretion assign employees other available work not requiring a CDL. If the CDL is reinstated in the thirty (30) days, then employees will be returned to their former classifications.

(B) Loss of Technician License - Other than CDL licenses, if employees lose their licenses or certifications required for their job positions, then employees will be allowed to continue work for a period of up to six (6) months or the next scheduled test, whichever period is longer, while employees attempt to reinstate their licenses or certificates. During this time period, employees will be paid at the appropriate classification rates for the work performed. Failure to reinstate such licenses within the above time period will result in termination.

Section 6.9. Bonds - Should the City require any employee to be bonded, the cost of any premium shall be paid by the City.

Section 6.10. Training Opportunities - Subject to the trial period in this Section, the City will provide employees with opportunities to learn the necessary skills to advance to the Public Works Technician and Public Works Mechanic positions. The City shall post notices of openings of jobs covered by this agreement for one (1) week, and employees shall bid for such openings within that week. Where reasonably possible, the City will attempt to fill vacancies that occur within these positions from within the bargaining unit based upon seniority and ability. An employee may bid for such openings with the understanding that the employee may be given the opportunity to learn the technical aspects of the position over a reasonable period of time rather than being fully qualified upon bidding for the position. Should the City be able to fill such a vacancy in this

manner, the Union and the City shall determine an appropriate trial period for the employee to serve, subject to the needs of the City and the requirements of the position.

The City agrees to provide sufficient training opportunity and direction for employees serving a trial period in these positions. The City will provide periodic review with the employee during the employee's trial period.

Section 6.11. Educational Opportunities - The City agrees to pay for the cost of training, schooling, or educational courses, which in the City's judgment, are job-related, provided that the City first approves of the course of instruction and of the institution or program providing the course of instruction, and provided further that the employee successfully completes the course of instruction with a passing grade. The City agrees to pay all related cost up-front for the course of instruction or certification for the employee's first two attempts to secure a given level of certification. If subsequent attempts to secure a given level of certification are necessary, the City agrees to pay all related cost up-front for the course of instruction or certification, but should the employee fail the employee agrees to reimburse the City for all related costs.

Within the first seven years of employment for the City only, or in the event of a change of employment between Divisions the first seven years of employment within the new Division only, if the employee fails to complete the course or certification, or leaves within three (3) years of obtaining a certification, the employee agrees to reimburse the City for all related cost on a pro rata basis based upon the number of full months not worked of the three (3) years.

The employee agrees that any reimbursements to City under this Section may be in the form of payroll deduction from any final compensation due the employee.

The City agrees to pay expenses directly related to the ongoing maintenance of existing licenses or certifications.

Section 6.11.A. Lineman Training Program – The Employer agrees that qualified employees may, with the City's permission, participate in the Lineman training program sponsored by

Wolverine Power Cooperative. Upon agreement of the parties, the Employer agrees to pay the up-front costs of training, including wages, tuition and supplies. If Employee fails to complete the course, Employee shall reimburse the Employer for all costs incurred by the Employer for said training. In consideration of this benefit offered by the Employer, the Employee agrees to remain in the employ of the City for at least 5 years after completing the program. If Employee fails to remain in the employ of the City for 5 full years after completion of the program, Employee shall fully reimburse the City for all up-front costs paid by the City to train the Employee. At the time Employee begins the program, the Employee shall sign an agreement that sets forth the terms of this section, acknowledging the Employee's obligations and commitments, and allowing reimbursement by payroll deduction to the greatest extent permitted by law. An Employee who enrolls in the training program and fails to complete it, may be terminated by the Employer at Employer's sole discretion without recourse by the Employee.

ARTICLE 7 - CITY PREROGATIVES

Section 7.1 Management Rights - The City hereby retains and reserves unto itself all powers, rights, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the United States and the State of Michigan and the laws and Charter of the City of Petoskey. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the City's services to be furnished and the methods, procedures, means, personnel, equipment, and machines to provide such service; to determine the organizational structures of all the City's offices and departments and their various divisions; to determine the size of the City's workforce and to increase and decrease the numbers of employees retained; to hire new City employees; to determine the nature and number of City facilities and their locations; to adopt, modify, change, or alter budgets; to establish classifications of work; to determine the skills required of employees; to combine or reorganize any part or all of

the City's operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the City's organization or its facilities; to enter into contracts with private persons or corporations or with other public agencies for the undertaking of any project or for the provision of any product or service; to direct the City's workforce; to assign work within the Department of Public Works or any office or department of the City and to determine the location of work assignments and related work to be performed; to determine the numbers of employees to be assigned to the City's operations; to establish work standards; to select employees for promotion or transfer to supervisory or other positions; to determine the numbers of supervisors; to make judgments regarding skills and abilities and the qualifications and competencies of employees; to establish training requirements for purposes of maintaining or improving the professional skills of employees and for advancement. The City shall also have the right to suspend, discipline, or discharge employees for just cause; to transfer, lay off, and recall personnel; to establish reasonable work rules and to fix and determine penalties for violations of such rules; to establish and change work schedules and hours; to provide and assign relief personnel; to continue and maintain its operations as in the past. All such rights are vested exclusively in the City and shall not be subject to the grievance and arbitration procedure established in this agreement, provided, however, that these rights shall not be exercised in violation of any specific provision of this agreement. It is further agreed by the parties that the enumeration of management prerogatives set forth above shall not be deemed to exclude other prerogatives not enumerated and, except as specifically abridged or modified by this agreement, all of the rights, powers, and authority possessed by the City prior to the signing of this agreement are retained by the City and remain within the rights of the City, regardless of whether such rights have or have not been exercised in the past.

Section 7.2. Subcontracting - The City shall be free to subcontract provided that no bargaining unit employees, who have the present ability to perform the subcontracted work, are laid off.

Section 7.3. Work by Other Employees - The City shall be free to transfer work performed by employees to any other City staff members, provided that such work does not involve operating equipment that is listed in Schedule "B".

Section 7.4. Maintenance of Standards - The City's obligation under the maintenance of standards clause is limited to providing employees all materials, supplies, tools, and equipment that have in the past been provided to employees for use either in conjunction with their required duties or incidental to their employment by the City.

ARTICLE 8 - AGREEMENT CONDITIONS

Section 8.1. Separability and Savings Clause - If any Article or Section of this contract or if any riders to this contract should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section or rider should be restrained by such tribunal pending final determination as to its validity, the terms of this contract and any rider thereto, or the application of such Article or Section or rider to persons or circumstances other than those to which it has been held invalid or as to which compliance or enforcement of has been restrained, shall be effected thereby.

In the event that any Article or Section or rider is held invalid or enforcement of or compliance with which has been restrained, the parties effected thereby shall enter into immediate collective bargaining negotiations, upon the requests of the Union and/or City for the purpose of arriving in a mutually satisfactory replacement for such Article or Section or rider during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands notwithstanding any provision in this contract to the contrary.

Section 8.2. Economic Savings Clause - If any proposal submitted by the Union cannot be put into effect because of applicable legislation, executive orders, or regulations dealing with wage

and price stabilization, then such proposals, or any part thereof, including any retroactive requirements thereof, shall become effective at such time, in such amounts, and for such periods retroactively and prospectively, as will be permitted by law at any time during the life of this agreement and any extension thereof.

Section 8.3. Term of Agreement - This agreement shall remain in effect until 11:59 p.m., March 31, 2025. It shall be automatically renewed from year-to-year thereafter unless either party notifies the other in writing at least sixty (60) days prior to the termination date above that modification or termination is desired.

Section 8.4. Mailing Notification - Written notice referred to in Section 8.3 shall be provided by certified mail sent to respective parties addresses as noted in the Preamble of this agreement.

Section 8.5. Intent and Waiver - It is the intent of the parties hereto that the provisions of this agreement, which contains all of the economic and non-economic conditions of employment, supersedes all prior agreements or understandings, oral or written, expressed, or implied, between such parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in the grievance procedure herein under or otherwise.

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the City and the Union for the life of this agreement, each voluntarily, and then unqualifiedly waives the right and each agrees that each other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement or with respect to any subject matter not specifically referred to in

this agreement, even though said subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement. The provisions of this agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing signed by both parties.

CITY OF PETOSKEY

TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL 214

City Manager

Business Representative

Steward

Dated: _____

Dated: _____

SCHEDULE "A" - WAGES

The employee wages shall be adjusted as set forth below effective the first full pay period after the effective date of this agreement (following approval/ratification by all parties).

<i>Effective 4/1/2022</i>	STEPS						
	1	2	3	4	4.3	4.6	5
Public Works Equipment Operator	22.44	23.10	24.23	25.04			25.67
Public Works Mechanic	23.24	23.69	24.74	25.48			26.42
Public Works Tech. (Water-Wastewater)	24.79	25.18	25.96	27.07	27.44	27.84	28.25

<i>Effective 4/1/2023</i>	STEPS						
	1	2	3	4	4.3	4.6	5
Public Works Equipment Operator	23.11	23.79	24.96	25.79			26.44
Public Works Mechanic	23.94	24.40	25.48	26.24			27.21
Public Works Tech. (Water-Wastewater)	25.53	25.94	26.74	27.88	28.26	28.68	29.10

<i>Effective 4/1/2024</i>	STEPS						
	1	2	3	4	4.3	4.6	5
Public Works Equipment Operator	23.57	24.27	25.46	26.31			26.97
Public Works Mechanic	24.42	24.89	25.99	26.77			27.75
Public Works Tech. (Water-Wastewater)	26.04	26.45	27.27	28.44	28.82	29.25	29.68

Apprentice Linemen

Step	Hours	Percent	4/1/2022	4/1/2023	4/1/2024
1	0000-1000	60%	\$23.51	\$24.22	\$24.70
2	1001-2000	65%	25.47	26.23	26.76
3	2001-3000	70%	27.43	28.26	28.82
4	3001-4000	75%	29.39	30.27	30.88
5	4001-5000	80%	31.36	32.30	32.94
6	5001-6000	85%	33.31	34.31	35.00
7	6001-7000	90%	35.28	36.33	37.06
Journeyman Lineman			39.19	40.36	41.17

Public Works Crewleaders shall receive hourly pay rates set at ten percent (10%) more than the then-current Step 5 pay rate within their functional areas for the term of this agreement, except that the Electric Public Works Crewleader shall receive \$2/hr over the rate for a journeyman lineman.

Apprentice Linemen enrolled in the program upon implementation of this Agreement that receive a current wage that is higher than the wage scale applicable to their step shall maintain their current wage rate until they reach a step (or annual increase) that pays a higher wage than their current rate of pay.

The current wages and steps shall be used as the base wage for any increase in subsequent years.

For Municipal Waterworks and Wastewater Operator, the steps will be determined as follows:

Step 1 - New hire

Step 2 - 6 months and working toward certifications

Step 3 - 18 months and working toward certifications

Step 4 - 30 months and working toward certifications

Step 4.3 One of the following licenses: B, D-1, or S-2

Step 4.6 Two of the following licenses: B, D-1 or S-2

Step 5 - B, D-1 and S-2 certifications.

For all other positions, step increases shall occur at 6 month intervals.

SCHEDULE "B" • EQUIPMENT

The following pieces of equipment may be operated subject to the limitations set forth in Section 7.3:

Truck-mounted sweeper-vacuum

Sewer jet-cleaner

Loader-backhoe

SCHEDULE "C" - ON-CALL ROTATION

- A. The City believes that in order to equalize the amount of overtime burden for all employees in the unit, it is necessary for all employees to participate in the operational on-call rotation.
- B. Prior to March 1 of each year, the City shall post "sign-up sheets" for weekly assignments to this duty.
- C. The "on-call" rotation shall be for a seven (7) day period beginning at 7:30 a.m. on a Monday and ending at 7:29 a.m. the following Monday.
- D. By April 1 of each year the on-call rotation covering the subsequent twelve (12) months shall be established beginning the rotation according to seniority. This twelve (12) month rotation shall be posted.
- E. Employees assigned to the on-call rotation may exchange on-call weeks at any time with notice to the division supervisor. If an employee is unable to serve the employee's on-call week due to illness or other reasons beyond the control of the employee, the employer shall first ask for volunteers to cover the on call and, if no employee volunteers, the least-senior employee in that division shall be assigned to cover the on-call. If more than one (1) employee volunteers, the most-senior employee who volunteered in that division shall be given the opportunity to cover the on-call.
- F. For each division of the Department of Public Works (for the purposes of this Schedule C - operations, water-wastewater, and electric) one (1) employee will respond to a call (for the purposes of this Schedule C, Public Works Mechanics shall be considered Public Works Equipment Operators), and that employee has the discretion to call for additional help, through contacting the dispatcher, as may be reasonably required.
- G. In the event that a crew cannot be assembled after the last senior employee is contacted, then the City shall have the option of calling any or all employees who are assigned to the on-call

rotation or to use whatever means available to accomplish the work. Employees shall not be charged for overtime if the City is unable to contact the employee.

H. The City shall furnish the on-call employees with pagers so that the employees do not have to remain at home at all times while on call.

I. Employees shall be paid for all scheduled-for and all call-in work according to the terms of this agreement.

J. Employees shall receive two-hundred-seventy-five dollars (\$275.00) for each week the employee is on call, in addition to all other compensation received during that week, for the duration of this contract.



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: March 7, 2022

PREPARED: March 3, 2022

AGENDA SUBJECT: Department of Public Works - Defined Contribution Plan

RECOMMENDATION: That City Council adopt the proposed MERS resolution

Background As part of the collective bargaining agreement with the Teamsters, State, County, and Municipal Workers Local 214 that was just approved there are new provisions for the defined contribution retirement plan. The plan provides for the City to contribute an amount equal to 5% of the employee's wage. Employees may contribute up to 5%, which the City will match for a total employer contribution of 10%. The City's contribution to the plan will vest with the employee over a four-year period.

The Municipal Employees Retirement System (MERS) requires a revised Defined Contribution Plan Adoption Agreement to establish the revised plan and plan provisions. The plan provisions mirror those in the Nonunion and Public Safety defined contribution plans approved in 2021.

Action Enclosed is the defined contribution plan adoption agreement required by MERS, and a resolution authorizing execution of the agreement for Council's approval that will establish the plan contribution provisions as provided for in the collective bargaining agreement.

at
Enclosures



City of Petoskey

Resolution

WHEREAS, the City is a participating governmental unit in the Michigan Municipal Employees' Retirement System (MMERS) pension plan document of 1996; and

WHEREAS, the City desires to increase the employer and employee contribution rates pertaining to the General Teamsters Union employee division (110444) for active participating employees and new hires in the Defined Contribution Plan:

NOW, THEREFORE, BE IT RESOLVED that the City of Petoskey City Council does and hereby elects to amend current Michigan Municipal Employees' Retirement System (MMERS) benefits in the Defined Contribution Plan for General Teamster Union Employees hired after December 31, 2016 to provide for a base employer contribution of 5% and an additional amount matching employee voluntary contributions of up to 5% for a total employer contribution of 10% and total employee voluntary contributions of 5%; and

BE IT FURTHER RESOLVED that the City of Petoskey City Council does and hereby authorizes the City Manager and Director of Finance to prepare and sign the Defined Contribution Plan Adoption Agreements (MD-070) with MMERS for Division 110444 and Contribution Addendum for MMERS Defined Contribution Plan (MD-073) to implement the amendments as set forth above to the existing defined contribution plan effective April 1, 2022.

The foregoing resolution offered by City Councilmember _____ and supported by City Councilmember _____.

Upon roll call vote, the following voted:

AYE:

NAY:

ABSENT:

The City Clerk declared the resolution adopted.

Alan Terry, City Clerk-Treasurer

MERS Defined Contribution Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The Employer, a participating municipality or court within the state of Michigan that has adopted MERS coverage, hereby establishes the following Defined Contribution Plan provided by MERS of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document.

I. Employer Name City of Petoskey Municipality #: 2402
Division name General Teamsters Union

Note: This division should reflect how you currently define employees who are eligible to participate, for example, All full-time Employees, New hires after 1/1/2019, etc.

II. Effective Date

Check one:

A. ☐ If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of _____, 20____.

☐ This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible employee shall be credited as follows (choose one):

☐ Vesting credit from date of hire ☐ No vesting credit

☐ This division is for new hires, rehires, and transfers of current Defined Benefit* division #_____ and/or current Hybrid division #_____

Closing this division will change future invoices to a flat dollar amount instead of a percentage of payroll, as provided in your most recent annual actuarial valuation. (The amount may be adjusted for any benefit modifications that may have taken place since then.)

Current active (defined benefit or hybrid) employees (select one of the following and see [Plan Document](#), Section 64 for more information):

☐ Will have a one-time opportunity to convert the value of their current defined benefit from the existing defined benefit or hybrid plan into the new Defined Contribution Plan as a lump sum, or continue accruing service in the Defined Benefit. (Complete *MERS Defined Contribution Conversion Addendum*.)

☐ Will have a one-time opportunity to cease service accrual in the current plan and transfer to the new Defined Contribution plan for future service accrual, or continue accruing service in the Defined Benefit. The deadline for employees to make their election is: ____/____/____.

☐ Will be required to cease service accrual in Defined Benefit and will transfer to Defined Contribution for future service accrual.

** By completing the section above, the Employer acknowledges receiving Projection Study results and understands the municipality's obligation to continue funding the liability associated with the closed Defined Benefit division.*

B. ☒ If this is an **amendment** of an existing Adoption Agreement (existing division number 110444), the effective date shall be the first day of April 1, 2022.

Note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.

MERS Defined Contribution Plan Adoption Agreement

- C. ☐ If this is to **separate employees** from an existing Defined Contribution division (existing division number(s) _____) into a new division, the effective date shall be the first day of _____, 20____.
- D. ☐ If this is to **merge division(s)** _____ into division(s) _____, the effective date shall be the first of _____, 20____.
- E. ☐ If this is an amendment to close Defined Benefit division(s) # _____ or Hybrid division(s) _____ with new hires, rehires, and transfers going into existing Defined Contribution division # _____, the effective date shall be _____ (month/year).

Note: Closing this Defined Benefit or Hybrid division(s) will change future invoices to a flat dollar amount instead of a percentage of payroll, as provided in your most recent annual actuarial valuation.

(The amount may be adjusted for any benefit modifications that may have taken place since then).

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Contribution Plan. If an employee classification is included in the plan, then employees that meet this definition are required to participate in the plan and earn time toward vesting. All eligible employees must be reported to MERS reported to MERS and earn time toward vesting. Some excluded classifications require additional information below. Please describe the specific classifications that are eligible for MERS within this division:

(For example: e.g., Full-time employees, Clerical staff, Union Employees participating in XXXX union)

This Division includes **public safety employees**: ☐ Yes ☒ No

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than _____ months in total	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Part-Time Employees: Those who regularly work fewer than _____ per _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Seasonal Employees: Those who are employed for tasks that occur at specific times of the year	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Voter-Elected Officials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appointed Officials: An official appointed to a voter-elected office	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contract Employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	
Other 2: _____	<input type="checkbox"/>	<input type="checkbox"/>	

MERS Defined Contribution Plan Adoption Agreement

Probationary Periods (select one):

- ☐ Contributions will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, contributions will not be reported and service toward vesting will begin when probationary period has ended.

The probationary period will be _____ month(s).

Comments:

- ☐ Contributions will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages and any associated contributions must be submitted to MERS.

IV. Provisions

1. Leaves of Absence

Regardless of whether an employee is earning a wage while on the following types of leave:

- Third-party wages are not used in determining contributions for periods of leave.
- Vesting under elapsed time continues to accrue even if wages are not earned and contributions are zero.

Note: Employers who determine vesting based on an "hours-reported" method, should report actual worked hours for the month where there was a leave.

Types of leave include:

- Short Term and Long Term Disability
- Workers Compensation
- Unpaid Family Medical Leave Act (FMLA)

Leaves of absence due to military service are governed by the federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37). Military reporting requires historical wage and contribution reporting for Defined Contribution as applicable.

2. Definition of Compensation

The Definition of Compensation selected must be used when determining both employer and employee contributions. Employers may include wage information along with employee and employer contributions when submitting wage/contribution reports to MERS.

Select your Definition of Compensation:

- ☐ Base Wages ☐ Box 1 Wages of W-2 ☐ Gross Wages
☐ Custom Definition

Click here to view details of Base, Box 1, and Gross Wages

(To customize your definition, please complete the [Custom Definition of Compensation Addendum](#).)

MERS Defined Contribution Plan Adoption Agreement

3. Forfeiture

A forfeiture occurs when a participant separates from employment prior to meeting the associated elapsed time (or hours reported) to receive vesting. The percentage of his/her employer contribution account balance that has not vested as of the date of termination will forfeit after 12 consecutive months following the termination date reported by the employer, or earlier, if the System distributes the participant's vested portion. MERS will utilize any available forfeiture balance as an automatic funding source applied to reported employer contributions at the time of reporting.

4. Vesting

Vesting will be credited using (check one):

- ☐ Elapsed time method – Employees will be credited with one vesting year for each 12 months of continuous employment from the date of hire.
- ☐ Hours reported method – Employees will be credited with one vesting year for each calendar year in which _____ hours are worked

Vesting schedule will be (check one):

- ☐ Immediate
- ☐ Cliff vesting (fully vested after a specified number of years, not to exceed 10 years) will be ____ years.
- ☐ Graded Vesting (the % of vesting acquired after employment for the designated number of years)
 - _____ % after 1 year of service
 - _____ % after 2 years of service
 - _____ % after 3 years of service (min 25%)
 - _____ % after 4 years of service (min 50%)
 - _____ % after 5 years of service (min 75%)
 - _____ % after 6 years of service (min 100%)

In the event of disability or death, an employee's (or his/her beneficiary's) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

Normal Retirement Age (presumed to be age 60 unless otherwise specified) _____

If an employee is still employed with the municipality at the age specified here, their entire employer contribution balance will become 100% vested regardless of years of service.

MERS Defined Contribution Plan Adoption Agreement

5. Contributions

a. **Contributions will be submitted** (check one):

Contributions will be remitted according to Employer's "Payroll Period" which represents the actual period amounts are withheld from participant paychecks, or within the month during which amounts are withheld.

- | | |
|-------------------------------------------------------|----------------------------------------------------------|
| <input type="checkbox"/> Weekly | <input type="checkbox"/> Semi-Monthly (twice each month) |
| <input type="checkbox"/> Bi-Weekly (every other week) | <input checked="" type="checkbox"/> Monthly |

b. **Employer Contributions**

Required Employee Contributions and Employer Contributions are outlined using associated [Contribution Addendum for MERS Defined Contribution \(MD-073\)](#).

c. Post-tax voluntary employee contributions are allowable into a Defined Contribution account subject to Section 415(c) limitations of the Internal Revenue Code.

6. **Loans:** ☐ shall be permitted ☐ shall not be permitted

If Loans are elected, please refer to the [Defined Contribution & 457 Loan Addendum](#).

7. **Rollovers** from qualified plans are permitted and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Contribution Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Contribution Plan Adoption Agreement, the provisions of the Plan Document control.

VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of this Agreement is not effective until approved by MERS.

MERS Defined Contribution Plan Adoption Agreement

VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the *MERS Reporting and Contribution Enforcement Policy*, the terms of which are incorporated herein by reference;
4. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains, pursuant to the Internal Revenue Code;
5. Should the Employer fail to make its required contribution(s) when due, MERS may implement any applicable interest charges and penalties pursuant to the *MERS Reporting and Contribution Enforcement Policy* and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43 of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43 or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the MERS Defined Contribution Plan, to authorize the transfer of any defined benefit assets to the MERS Defined Contribution Plan, or to continue administration by MERS or any third-party administrator of the MERS Defined Contribution Plan.

VIII. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by City of Petoskey, City Council on
the ____ day of March, 2022. (Name of Approving Employer)

Authorized signature: _____
Title: Director of Finance

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)

Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

This is an Addendum to the Adoption Agreement completed by City of Petoskey
for General Teamsters Union hired after 4/1/22 of 11044.
Employee Group Division Code

The Addendum modifies the MERS Defined Contribution Adoption Agreement. Please complete this addendum for each contribution structure associated with the covered employee group.

Required **Employee Contribution** structure to DC (subject to Internal Revenue Code 415(c) limitations)

Select one:

☐ Employees are required to contribute per payroll period:

Percentage ____% **OR** flat dollar amount \$____

☒ Employees are required to contribute within the following range for each payroll:

Percentage range from 0% to 5% **OR** dollar amount range \$____ to \$____

Direct Required Employee Contributions: ☐ Pre-tax ☐ After-tax

The Participating Employer will make matching contributions into the Defined Contribution Plan based on (CHECK ALL THAT APPLY):

☐ Each Employee's election to defer salary under the MERS 457 program (or any other qualified plan outside of MERS).

☒ Each Employee's one-time election of required employee contributions for MERS Defined Contribution.

Employer contribution is 5%. Employer will match additional 5% into DC (total up to 10%) if employee contributes into MERS DC

Employee contribution range is 0-5%.

Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

The Participating Employer elects to make contributions as follows (check and complete Matching, Non-Matching, or both as applicable):

☒ **Matching Contributions**

The Employer elects the following matching contribution formula:

- ☒ **Percentage:** For each payroll period in which Employee contributions described above are made, the Participating Employer will contribute 100 % of the Employee contribution amount.

For example, if an Employer elects a 50% match, then for every \$10 the participant defers to the Program, the Employer will contribute \$5 to the Program.

- ☐ **Flat Dollar:** For each payroll period in which Employee contributions described above are made, the Participating Employer will contribute no more than \$_____ per payroll period.

Employer Cap: The Employer elects to establish a cap on its matching contributions, so that the match amount cannot exceed a certain amount. The Employer elects the following cap on its matching contribution:

- ☐ **Flat Dollar Cap:** In no event will matching contributions made on behalf of a participant exceed a flat dollar amount equal to \$_____ per _____.
- ☒ **Cap Equal to Percentage of Total Compensation:** In no event will matching contributions made on behalf of a participant exceed 5 % of the participant's IRS Section 401(a)(17) includable compensation as defined by the Employers' Adoption Agreement (cannot exceed 100% of participant's income).

☒ **Non-Matching Contributions**

The Employer hereby elects to make contributions to the participants' accounts without regard to a participant's contribution amount (check one):

- ☐ **Annual:** A one-time annual contribution of \$_____ or _____ % of compensation per participant.
- ☒ **Pay Period:** \$ _____ or 5 % of compensation per participant for each payroll period.

**Contribution Addendum for
MERS Defined Contribution (and DC portion of Hybrid)**



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

This is an Addendum to the Adoption Agreement completed by City of Petoskey
for General Teamsters Union hired after 12/31/16 and before 4/1/22 of 11044.
Employee Group Name of Participating Employer Division Code

The Addendum modifies the MERS Defined Contribution Adoption Agreement. Please complete this addendum for each contribution structure associated with the covered employee group.

Required **Employee Contribution** structure to DC (subject to Internal Revenue Code 415(c) limitations)

Select one:

☐ Employees are required to contribute per payroll period:

Percentage ____% **OR** flat dollar amount \$____

☒ Employees are required to contribute within the following range for each payroll:

Percentage range from 0% to 2% **OR** dollar amount range \$____ to \$____

Direct Required Employee Contributions: ☒ Pre-tax ☐ After-tax

The Participating Employer will make matching contributions into the Defined Contribution Plan based on (CHECK ALL THAT APPLY):

☒ Each Employee's election to defer salary under the MERS 457 program (or any other qualified plan outside of MERS).

☐ Each Employee's one-time election of required employee contributions for MERS Defined Contribution.

Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

The Participating Employer elects to make contributions as follows (check and complete Matching, Non-Matching, or both as applicable):

☒ **Matching Contributions**

The Employer elects the following matching contribution formula:

- ☒ **Percentage:** For each payroll period in which Employee contributions described above are made, the Participating Employer will contribute 100 % of the Employee contribution amount.

For example, if an Employer elects a 50% match, then for every \$10 the participant defers to the Program, the Employer will contribute \$5 to the Program.

- ☐ **Flat Dollar:** For each payroll period in which Employee contributions described above are made, the Participating Employer will contribute no more than \$_____ per payroll period.

Employer Cap: The Employer elects to establish a cap on its matching contributions, so that the match amount cannot exceed a certain amount. The Employer elects the following cap on its matching contribution:

- ☐ **Flat Dollar Cap:** In no event will matching contributions made on behalf of a participant exceed a flat dollar amount equal to \$_____ per _____.

- ☒ **Cap Equal to Percentage of Total Compensation:** In no event will matching contributions made on behalf of a participant exceed 5 % of the participant's IRS Section 401(a)(17) includable compensation as defined by the Employers' Adoption Agreement (cannot exceed 100% of participant's income).

☒ **Non-Matching Contributions**

The Employer hereby elects to make contributions to the participants' accounts without regard to a participant's contribution amount (check one):

- ☐ **Annual:** A one-time annual contribution of \$_____ or _____ % of compensation per participant.
- ☒ **Pay Period:** \$_____ or 5 % of compensation per participant for each payroll period.

Employer contribution is 52. Employer will match additional 52 into DC (total up to 10%) if employees contribute into their non-MERS 457.