



PROPOSED AGENDA
REGULAR MEETING OF THE CHARLOTTE CITY COUNCIL
111 E. Lawrence Ave, Charlotte, MI 48813 (517) 543-2750
7:00 P.M. Monday, January 08, 2024

Interested persons can participate in-person or via Zoom
Connect to Zoom from your computer, tablet, or smartphone
Website: <https://us02web.zoom.us/j/88245265519>
One tap mobile: +16465588656,,88245265519#
Telephone: (312) 626-6799 Webinar ID: 882 4526 5519

- 1. Call to Order**
- 2. Roll Call**
- 3. Invocation – Chuck Jenson- West Carmel Church**
- 4. Pledge of Allegiance**
- 5. Approval of Minutes**
 - a. December 18, 2023 Regular Council Meeting
 - b. January 03, 2024 Special Council Meeting
- 6. Absence of Council Members**
- 7. Public Comment - Limit presentation to five (5) minutes**
- 8. Approval of Agenda**
- 9. Special Presentation**
 - a. Angela Witwer presentation to Mr. Root
- 10. Communications and Committee Reports**
 - a. City Attorney Report
 - b. Councilmember Committee Reports
- 11. Consent Agenda**
 - a. Approval of Claims and Expenditures totaling \$513,345.27
- 12. Business Agenda**

- a. Approval of attendance to MML Elected Officials Training program
- b. Consider approval of City Manager employment contract
- c. Discussion on labor attorney

13. Public Comment

14. Mayor and Council Comments

15. Adjourn

~Mary LaRocque, City Clerk

ADDRESSING THE CITY COUNCIL

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

CITY OF CHARLOTTE COUNCIL PROCEEDINGS
111 E. Lawrence Ave., Charlotte, MI 48813 (517) 543-2750
Regular Council Meeting
December 18, 2023

CALL TO ORDER:

By Mayor Lewis on Monday December 18, 2023 at 7:00 p.m.

ROLL CALL:

Mayor Lewis, Mayor Pro-Tem Duweck, Council members, Rodriguez, Fullerton, Christensen, Chin and Scott. A quorum was met

City staff in attendance; Interim City Manager Bell, City Clerk LaRocque, City Attorney Revore, and in the audience; Finance Director/Treasurer Bartlett and Police Chief Brentar.

INVOCATION:

Jack Conklin – Lawrence Ave. Methodist Church, not in attendance

PLEDGE OF ALLEGIANCE:

Led by Lewis

APPROVAL OF MINUTES:

- a. December 04, 2023 Regular Council Meeting Minutes

Motion by Scott supported by Christensen to approve the December 04, 2023 minutes, Carried; Yea 7; Nay 0; Absent 0

- b. December 11, 2023 Special Council Meeting Minutes

Motion by Chin supported by Scott to approve the December 11, 2023 minutes. Carried; Yea 7; Nay 0; Absent 0

- c. December 13, 2023 Workshop Meeting Minutes

Motion by Chin supported by Scott to approve the December 13, 2023 minutes. Carried; Yea 7; Nay 0; Absent 0

ABSENCE OF COUNCIL MEMBERS:

All present

PUBLIC HEARING:

- a. Charlotte Area 5-Year Parks and Recreation Plan

With no public comments received; public hearing closed at 7:02 p.m.

PUBLIC COMMENT:

The following residents spoke in support of City Manager candidate Troy Bell. Joey Pray; Jody Pruden; John Laupp Keisha Howe; Bob Curtis; Cooper Frost; Courtney Mead; Nicole Christensen; Mikaela Bliven. Cooper Frost also spoke in support of the Social District program and mentioned the red light is out at the Northwest corner of Lovett and Cochran.

APPROVAL OF AGENDA:

No motion provided

SPECIAL PRESENTATION

- b. FY 22/23 Audit presentation by Maner Costerisan

The budget reflects an added \$1,097,000 fund balance over the projected goal of \$708,000 and Council would like a concrete explanation for the \$389,000 increase.

COMMUNICATIONS AND COMMITTEE REPORTS:

- a. Interim City Manager report including department reports – Received

Police Chief introduced his two newest employees; Captain Scott Brooks, retired from the Eaton County Sheriff's

department and Patrol Officer Desean Stid. Two patrol officer positions are still needing to be filled.

b. Councilmember Committee Reports

Planning Commission – Christensen – next meeting is January 2nd at 7:00 p.m.

Camp Frances – Christensen – next meeting is January 9th at 6:30 p.m. held at the Camp Frances cabin.

Master Planning Ad-Hoc – Chin – next meeting is January 2nd at 5:30 p.m. preceding the Planning Commission meeting.

CONSENT AGENDA:

- a. Approval of Claims and Expenditures totaling \$250,915.52
- b. Approval of Resolution 2023-52 to establish 2024 Poverty Exemption Guidelines
- c. Approve and direct Attorney Revore and city administration to move forward with the creation of a Social District for the City of Charlotte

Motion by Duweck supported by Chin to approve the consent agenda. Carried; Yea 7; Nay 0; Absent 0

BUSINESS AGENDA:

- a. Accept and place on file the FY 22/23 Audit as presented

Motion by Chin supported by Christensen to accept and place on file the FY 22/23 Audit as presented. Carried; Yea 7; Nay 0; Absent 0

- b. Approval of Charlotte Area 5-Year Parks and Recreation Plan

Motion by Fullerton supported by Scott to approve the Charlotte Area 5-Year Parks and Recreation Plan. Carried; Yea 7; Nay 0; Absent 0

c. City Manager selection

Rodriguez - was not prepared last week to make this hard decision and he wants what is in the best interest for the City and feels Campbell is the right choice and is not in favor of starting this process over.

Christensen – Thanked all meeting attendees in the audience and online. He was contacted by 168 individuals who all were in favor for Mr. Bell. Communication skills goes to Mr. Bell

Motion by Rodriguez supported by Duweck to select candidate Todd Campbell as City Manager pending a successful background check and employment contract. Carried by roll call vote; Yea (5) Lewis; Duweck; Chin; Rodriguez; Scott; Nay (2) Christensen; Fullerton; Absent 0

PUBLIC COMMENT:

The following residents shared their disappointment with Council for not selecting candidate Bell; Jody Pruden; Cooper Frost; Justin Brummette and Mikaela Bliven. Pruden also welcomed Captain Brooks, and asked for Council to fund the fire department through the general fund and eliminate the special district. Frost also welcomed new officers and does support the fire special assessment as it ensures secure funding.

Police Chief Brentar – He is in support of the creation of a Social District. Discussions with other departments where Social Districts are established reports minimal issues. His department will respond to reported complaints.

City Attorney David Revore – regarding Social Districts – he will move forward to contact the departments of the Police; Fire; Community Development; City Manager and Charlotte Rising

and expects to have a review and discussion with Council of the progress in 60 days. He is available for a Q&A regarding the audit report if council desires it and his next steps regarding the onboarding of City Manager Mr. Campbell will involve contacting Frank Walsh of Walsh Municipal Services who will notify Campbell and begin the third party back ground check and (Revore) will begin work on the City Manager employment contract.

MAYOR AND COUNCIL COMMENTS:

Christensen – Appreciates Brummette’s comments, he listened to residents’ comments and did his best to bring forth their desire by voting in favor of candidate Bell.

Fullerton – He voted his conscience. He would prefer to utilize City Attorney Revores services for upcoming labor contract negotiations rather than that of the labor attorney Kluck. He has asked for an item of discussion regarding the Carmel Township agreement be added to the January 8th council agenda.

Duweck – He and all Council members took the decision seriously, studied the candidates hard, all heard the community’s voices and voted their conscience. Hopeful that time will favor the decision made.

Rodriguez – no comments

Chin – Insists the new City Manager contract include an end date, suggesting 3 years, whereby Council may renew the contract upon review. He heard from 5 individuals not in support of Candidate Bell and 6 in support. There is no requirement for the City Manager to live within Charlotte city limits. He voted his conscience. He noted that as Interim City Manager, Bell was directed by Council to work to improve communications with residents and has no reason to believe that Campbell will not also be a good communicator.

Scott – While he favored Bell as the candidate, he cast the last vote in favor of Campbell as he felt the new City Manager should have the overwhelming support of Council.

Lewis – Noted that both candidates were excellent making the decision difficult, as it was not taken lightly. Due diligence was taken by Council with studying resumes, reviewing candidates and several interviews.

Bell – Shared that Charlotte has a tremendous future ahead and many opportunities to move forward. He thanked all who came to support him and encouraged them to continue their forward movement together.

ADJOURN:

Motion by Christensen supported by Scott to adjourn the meeting at 8:36 p.m. Carried; Yea 7; Nay 0; Absent 0

Respectfully submitted,
Mary LaRocque, City Clerk

CITY OF CHARLOTTE COUNCIL PROCEEDINGS
111 E. Lawrence Ave., Charlotte, MI 48813 (517) 543-2750
Special Meeting
January 03, 2024

CALL TO ORDER:

By Mayor Lewis on Wednesday January 03, 2024 at 7:00 p.m.

ROLL CALL:

Councilmembers in attendance; Mayor Lewis, Pro-Tem Duweck, Chin, Fullerton, Rodriguez and Christensen. A quorum was met.

City staff in attendance; City Clerk LaRocque, City Attorney Revore and Police Chief Brentar

PLEDGE OF ALLEGIANCE:

Led by Lewis

ABSENCE OF COUNCIL MEMBERS:

Scott

PUBLIC COMMENT:

Justin Brummett – resident, stated his disagreement with the manner in which council made their decision (regarding city manager selection)

Mikaela Bliven – resident – she felt targeted by certain comments made on the community social media page

Nicole Christensen – resident – regarding social media comments, she feels the community should come together and stop any bullying.

Jodie Pruden – resident – shared her concerns about the city manager transitions and the stress added to Chief Brentar being assigned acting city manager. Mentioned she heard from some Zoom attendees who had trouble with the “hand raising” feature during the last recorded meeting.

APPROVAL OF AGENDA:

Motion by Chin supported by Duweck to approve the agenda. Carried. Yea 6; Nay 0; Absent 1

BUSINESS AGENDA:

- a. Appointment of Police Chief Paul Brentar to acting city manager

Motion by Chin supported by Duweck to approve Police Chief Paul Brentar as acting city manager. Carried by roll call vote; Yea 6; Nay 0; Absent 1

PUBLIC COMMENT:

Justin Brummett – resident, shared his concerns about social media and council performance

Mikaela Bliven – resident, shared her dismay about council conduct during the meeting

MAYOR AND COUNCIL COMMENTS:

No comments from; Chin and Rodriguez

Christensen – Social media is an open communication platform. Need to move forward and keep the momentum going, positive things are happening. Wants to outline certain expectations for the incoming city manager

Fullerton – Expressed his unhappiness with the city manager hiring process beginning with the last council. Is looking to move forward.

Duweck – All comments are appreciated and were heard. The city manager contract will be on the agenda for January 8th. He outlined the hiring process from beginning to end giving reasons and explanations for the process. He spoke in support of the new city manager and reiterated the no residency requirement.

Lewis – Gave update on status of hiring process for the new city manager. To be compliant with quorum restrictions of the open

meeting act only two council members were invited to be a part of the contract negotiation process with the attorney and himself.

ADJOURN:

Motion by Christensen supported by Chin to adjourn at 7:43 p.m. Carried. Yea 6; Nay 0; Absent 1

Respectfully submitted,
Mary LaRocque, City Clerk

McGINTY, HITCH, PERSON, ANDERSON & REVORE, P.C.

ATTORNEYS AT LAW

3410 BELLE CHASE WAY, SUITE 600

LANSING, MICHIGAN 48911

TELEPHONE (517) 351-0280

FAX (517) 351-3583

www.mcgintrylaw.com

MEMORANDUM

TO: Charlotte City Council

FROM: Thomas M. Hitch, David M. Revore, City Attorneys

RE: **CITY ATTORNEY REPORT – December 2023**

DATE: January 5, 2023

The following serves as our report to the City Council on issues in which our office has been engaged since the last report:

1. Airport. The Claim of Lien on an airplane owned by the Estate of David Alexander has been filed with the FAA. Under the provisions of the statute, the City must provide notice of an auction in order to satisfy the lien. In the last week of January, we will be scheduling an auction and posting it at airports located within 25 miles of the City's airport. It will provide for an auction sometime in late February or early March.
2. City Manager Search. Work with City Council regarding City Manager selection.
3. Cannabis Program. Work with Bryan Myrkle regarding program implementation.
4. Social District. Work with Bryan Myrkle and Chief Brentar regarding development and implementation of the Social District.
5. District Court. Prosecute misdemeanor offenses.
6. Conversations with the Mayor, Interim City Manager, Chief of Police, and Directors. This office maintains frequent conversations with the Mayor, Interim City Manager, the Chief of Police, and City officials regarding a variety of City matters, including public safety positions and Cannabis program.

TMH/DMR:cf

— THE CITY OF —
CHARLOTTE
— MICHIGAN —

Memo

To: Honorable Mayor Lewis; City Council
From: Mary LaRocque, City Clerk
Date: January 03, 2024
Re: Claims and Expenditures for Council approval on Monday January 08, 2024

Background

Section 7.7(B) of the City Charter requires Council approval for the expenditure of city funds.

Recommendation

A report of claims is provided to council for review on the Wednesday preceding a council meeting at which the claims are approved. Questions about these claims should be directed to the Finance Director and answers resolved by the Friday preceding said council meeting. Claims and expenditures are budgeted items and/or larger purchases pre-approved by Council. While review is recommended, approval should not be hindered.

Answers to Council inquiries, if any, are included in the meeting packet.

Financial Impacts

Insurance claims week of December 18, 2023	\$ 610.26
Insurance claims week of December 25, 2023	\$ 0.00
Insurance claims week of January 01, 2024	\$ 360.68
Payroll paid Friday December 29, 2023	\$101,795.70
Invoiced claims as of January 03, 2024	<u>\$410,478.63</u>
Total	<u>\$513,245.27</u>

Suggested Motion

Motion to approve Claims and Expenditures in the amount of **\$513,245.27**

01/03/2024 03:44 PM
User: CKOENIG
DB: Charlotte

APPROVAL LIST FOR CITY OF CHARLOTTE
EXP CHECK RUN DATES 01/09/2024 - 01/09/2024
UNJOURNALIZED OPEN
BANK CODE: POOL

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INVOICE NUMBER	DESCRIPTION	AMOUNT	EXPECTED CHECK RUN
VENDOR NAME: 1ST AYD CORPORATION			
PSI661710	CLEANING SUPPLIES	194.65	01/09/2024
TOTAL VENDOR 1ST AYD CORPORATION		194.65	
VENDOR NAME: ABC FASTENER GROUP INC			
A530863	FASTENERS	45.06	01/09/2024
A531717	WORK LIGHT- WELLS	60.00	01/09/2024
TOTAL VENDOR ABC FASTENER GROUP INC		105.06	
VENDOR NAME: ALTOGAS			
693045	PROPANE	16.80	01/09/2024
TOTAL VENDOR ALTOGAS		16.80	
VENDOR NAME: AMAZON CAPITAL SERVICES			
1496-RCFQ-MXHC	ACCOUNT # A264N6SLCWDWHU (BUSINESS PRIM	499.00	01/09/2024
1NHV-QKMM-K4MN	ACCOUNT # A264N6SLCWDWHU (DEF PUMP)	261.97	01/09/2024
1R7Y-WFC3-RJCT	ACCOUNT # A264N6SLCWDWHU (FLASH LIGHTS	200.74	01/09/2024
14HC-GKVC-17WP	ACCOUNT # A264N6SLCWDWHU (TRACTOR IGNITI	11.79	01/09/2024
1X64-GMPW-M7LP	ACCOUNT # A264N6SLCWDWHU (TRAFFIC CONE)	47.98	01/09/2024
1K7C-QYMQ-33HN	ACCOUNT # A264N6SLCWDWHU (2 OFFICE CHAIR	825.68	01/09/2024
1M4N-VN3R-TL9W	ACCOUNT # A264N6SLCWDWHU (OFFICE CHAIRS)	591.98	01/09/2024
1F9P-M1WX-3MRJ	ACCOUNT # A264N6SLCWDWHU (SUPPLIES)	141.96	01/09/2024
1YLP-MJVP-FCMC	ACCOUNT # A264N6SLCWDWHU (OFFICE STAPLE	41.48	01/09/2024
17YT-FQMK-LM63	ACCOUNT # A264N6SLCWDWHU (BINDER CLIPS)	12.48	01/09/2024
1WGC-H4CR-RQV1	ACCOUNT # A264N6SLCWDWHU (WALL MOUNT CA	14.99	01/09/2024
1V71-M1F3-JQJG	ACCOUNT # A264N6SLCWDWHU (RETURN TO INV	(7.20)	01/09/2024
16DJ-JWCM-GRQ1	ACCOUNT # A264N6SLCWDWHU (BATTERIES,NAME	56.48	01/09/2024
1KT1-YHK3-93CJ	ACCOUNT # A264N6SLCWDWHU (PERMANENT MAR	8.65	01/09/2024
1D1L-JGPV-CNTX	ACCOUNT # A264N6SLCWDWHU (LENOVO DESKTOP	769.00	01/09/2024
TOTAL VENDOR AMAZON CAPITAL SERVICES		3,476.98	
VENDOR NAME: AMAZON CAPITAL SERVICES - POLICE			
1NHG-JPPN-F4RD	ACCT # A1K517P63NLQUT(POLICE) SAFETY H	38.97	01/09/2024
TOTAL VENDOR AMAZON CAPITAL SERVICES - POLICE		38.97	
VENDOR NAME: AT&T LONG DISTANCE			
517543887412.12	DPW CALLOUT NOV 14 - DEC 13, 2023	49.03	01/09/2024
517543839612.D	CITY HALL MAIN LINE	341.27	01/09/2024
517543228812.D	AIRPORT MODEM LINE	175.35	01/09/2024
TOTAL VENDOR AT&T LONG DISTANCE		565.65	
VENDOR NAME: BIOTECH AGRONOMICS			
3552	BIOSOLIDS TESTING	395.00	01/09/2024
TOTAL VENDOR BIOTECH AGRONOMICS		395.00	
VENDOR NAME: BLUE CARE NETWORK			
233420006675	MEDICAL COVERAGE (RETIRED) 01.01.2024 -	2,361.17	01/09/2024
233420011447	MEDICAL COVERAGE (01.01.2024 TO 01.31.2	54,091.99	01/09/2024
TOTAL VENDOR BLUE CARE NETWORK		56,453.16	
VENDOR NAME: BOBCAT OF LANSING			
P66297	DOOR SHOCK	90.84	01/09/2024
TOTAL VENDOR BOBCAT OF LANSING		90.84	
VENDOR NAME: BOUND TREE			
85179479	MEDICAL SUPPLIES	724.09	01/09/2024
TOTAL VENDOR BOUND TREE		724.09	
VENDOR NAME: BULLSEYE PEST DEFENSE			
2105121223	MICE AND INTERIOR/EXTERIOR TREATMENTS	200.00	01/09/2024
TOTAL VENDOR BULLSEYE PEST DEFENSE		200.00	
VENDOR NAME: BYRUM ACE HARDWARE			
332159	SUPPLIES	8.76	01/09/2024
3335111	OIL ABSORBENT	50.97	01/09/2024
333860	PLUMBING SUPPLIES	58.70	01/09/2024
332358	SINK DRAIN	13.98	01/09/2024

INVOICE NUMBER	DESCRIPTION	AMOUNT	EXPECTED CHECK RUN
VENDOR NAME: BYRUM ACE HARDWARE			
333697	EPOXY MINUTE WELD	8.99	01/09/2024
332311	LIGHT BULB SOCKET	5.99	01/09/2024
335093	SILICONE SEALANT	29.97	01/09/2024
333675	20A FUSE	22.99	01/09/2024
TOTAL VENDOR BYRUM ACE HARDWARE		200.35	
VENDOR NAME: CANON FINANCIAL SERVICES, IN			
31730554	CHARGES 12.01.2023 - 12.31.2023	253.73	01/09/2024
TOTAL VENDOR CANON FINANCIAL SERVICES, IN		253.73	
VENDOR NAME: CAPITAL CITY JANITORIAL LLC			
1339	CONTRACTUAL CLEANING MONTH OF:DECEMBER	507.02	01/09/2024
1317	CONTRACTUAL CLEANING MONTH OF:NOVEMBER	634.40	01/09/2024
TOTAL VENDOR CAPITAL CITY JANITORIAL LLC		1,141.42	
VENDOR NAME: CGS, INC.			
5141	BUCKET TRUCK TRAINING	1,100.00	01/09/2024
TOTAL VENDOR CGS, INC.		1,100.00	
VENDOR NAME: CHARLOTTE AIR SERVICES LLC			
11.01.2023A.H.M.	HANGAR MANAGEMENT OCT 2023	360.00	01/09/2024
11.01.2023 FSM	FUEL SALES MANAGEMENT OCT-NOV 2023	154.50	01/09/2024
12.01.2023 AHM	HANGAR MANAGEMENT NOV 2023	360.00	01/09/2024
12.01.2023 FSM	FUEL SALES NOV-DEC 2023	129.45	01/09/2024
TOTAL VENDOR CHARLOTTE AIR SERVICES LLC		1,003.95	
VENDOR NAME: CHARLOTTE LITHOGRAPH			
501686	2024 CALENDARS	159.75	01/09/2024
TOTAL VENDOR CHARLOTTE LITHOGRAPH		159.75	
VENDOR NAME: CITY OF CHARLOTTE			
07434	2023 WINTER TAX	5,119.42	01/09/2024
05891	2023 WINTER TAX	1,058.67	01/09/2024
05874	2023 WINTER TAX	10.27	01/09/2024
05874.1	2023 WINTER TAX	33.66	01/09/2024
05871	2023 DRAIN ASSESSMENT PARCEL # 23-200-00	9.03	01/09/2024
05851	2023 DRAIN ASSESSMENT PARCEL #23-200-006	12.16	01/09/2024
05901	2023 DRAIN ASSESSMENT PARCEL # 23-200-06	9.03	01/09/2024
05905	2023 DRAIN ASSESSMENT PARCEL # 23-200-06	9.03	01/09/2024
05904	2023 DRAIN ASSESSMENT PARCEL # 23-200-06	9.03	01/09/2024
05903	2023 DRAIN ASSESSMENT PARCEL # 23-200-06	9.03	01/09/2024
05900	2023 DRAIN ASSESSMENT PARCEL # 23-200-05	9.03	01/09/2024
05897	2023 DRAIN ASSESSMENT PARCEL # 23-200-05	9.03	01/09/2024
05850	2023 DRAIN ASSESSMENT PARCEL # 23-200-00	23.85	01/09/2024
05845	2023 DRAIN ASSESSMENT PARCEL # 23-200-00	9.03	01/09/2024
05863	2023 DRAIN ASSESSMENT PARCEL # 23-200-00	9.03	01/09/2024
05866	2023 DRAIN ASSESSMENT PARCEL # 23-200-00	9.03	01/09/2024
05868	2023 DRAIN ASSESSMENT PARCEL # 23-200-00	9.03	01/09/2024
05862	2023 DRAIN ASSESSMENT PARCEL # 23-200-00	9.03	01/09/2024
05902	2023 DRAIN ASSESSMENT PARCEL # 23-200-06	9.03	01/09/2024
05860	2023 DRAIN ASSESSMENT PARCEL # 23-200-00	9.03	01/09/2024
05896	2023 DRAIN ASSESSMENT PARCEL # 23-200-05	9.03	01/09/2024
05844	2023 DRAIN ASSESSMENT PARCEL # 23-200-00	9.03	01/09/2024
05861	2023 DRAIN ASSESSMENT PARCEL # 23-200-00	9.03	01/09/2024
05859	2023 DRAIN ASSESSMENT PARCEL # 23-200-00	33.09	01/09/2024
05838	2023 DRAIN ASSESSMENT PARCEL # 23-200-00	9.03	01/09/2024
TOTAL VENDOR CITY OF CHARLOTTE		6,453.66	
VENDOR NAME: CITY OF MARSHALL			
0000003314	BACT- TESTING	2,000.00	01/09/2024
TOTAL VENDOR CITY OF MARSHALL		2,000.00	
VENDOR NAME: CITY SERVICES, INC.			
S105452150.001	VALVE INSERTION	12,075.00	01/09/2024
TOTAL VENDOR CITY SERVICES, INC.		12,075.00	
VENDOR NAME: CLINTON COUNTY ASSESSOR ASSOCIATION			

01/03/2024 03:44 PM

User: CKOENIG

DB: Charlotte

APPROVAL LIST FOR CITY OF CHARLOTTE
EXP CHECK RUN DATES 01/09/2024 - 01/09/2024
UNJOURNALIZED OPEN
BANK CODE: POOL

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INVOICE NUMBER	DESCRIPTION	AMOUNT	EXPECTED CHECK RUN
VENDOR NAME: CLINTON COUNTY ASSESSOR ASSOCIATION EQ-2023-003	LEGAL DESCRIPTION CLASS	100.00	01/09/2024
	TOTAL VENDOR CLINTON COUNTY ASSESSOR ASSOCIATION	100.00	
VENDOR NAME: CLINTON COUNTY FIRE CHIEF'S ASSOC 4	EMERY FIRE OFFICER	250.00	01/09/2024
	TOTAL VENDOR CLINTON COUNTY FIRE CHIEF'S ASSOC	250.00	
VENDOR NAME: CONSULTANTS ON CALL, LLC 20230712-79	MANAGED SERVICE FEES	2,800.00	01/09/2024
	TOTAL VENDOR CONSULTANTS ON CALL, LLC	2,800.00	
VENDOR NAME: COTTER TODD 11.01.2023 AM	AIRPORT MANAGEMENT OCT 2023	833.33	01/09/2024
12.01.2023 AM	AIRPORT MANAGEMENT NOV 2023	833.33	01/09/2024
	TOTAL VENDOR COTTER TODD	1,666.66	
VENDOR NAME: COWHAM, BRIAN 081457	BOOT ALLOWANCE PER SEIU CONTRACT	105.99	01/09/2024
	TOTAL VENDOR COWHAM, BRIAN	105.99	
VENDOR NAME: CURRAN KIMBERLY 12.12.2023	DECEMBER BOARD OF REVIEW	17.50	01/09/2024
	TOTAL VENDOR CURRAN KIMBERLY	17.50	
VENDOR NAME: DELTA DENTAL PLAN OF MICHIGAN RIS0005372599	01.01.2024 THRU 01.31.2024	4,445.29	01/09/2024
	TOTAL VENDOR DELTA DENTAL PLAN OF MICHIGAN	4,445.29	
VENDOR NAME: DINGES FIRE COMPANY 48318	VALUE STEP-IN TURNOUT GEAR BAG	2,156.76	01/09/2024
	TOTAL VENDOR DINGES FIRE COMPANY	2,156.76	
VENDOR NAME: DORNBOS SIGN & SAFETY INC. INV73207	S-WL-2L 30X30 HIP	46.10	01/09/2024
INV73153	PARK SIGNS	99.90	01/09/2024
	TOTAL VENDOR DORNBOS SIGN & SAFETY INC.	146.00	
VENDOR NAME: EATON COUNTY TRAINING COMMITTEE 1002	EATON COUNTY FIRE SCHOOL (3 STUDENTS)	1,500.00	01/09/2024
	TOTAL VENDOR EATON COUNTY TRAINING COMMITTEE	1,500.00	
VENDOR NAME: ETNA SUPPLY S105447332.001	4" METER	2,950.00	01/09/2024
S105109161.001	1'1/2 METER	755.00	01/09/2024
	TOTAL VENDOR ETNA SUPPLY	3,705.00	
VENDOR NAME: EVERTS, KEN 12.22.2023	BOOT ALLOWANCE PER CONTRACT	300.00	01/09/2024
	TOTAL VENDOR EVERTS, KEN	300.00	
VENDOR NAME: FAMILY FARM & HOME 001715/C	FUEL HOSE, FUEL TANK CAP	99.98	01/09/2024
	TOTAL VENDOR FAMILY FARM & HOME	99.98	
VENDOR NAME: FERGUSON WATER WORKS FKA 0176520-1	1"X3/4" ELBOW (QUANTITY - 30 ELBOWS)	1,200.00	01/09/2024
	TOTAL VENDOR FERGUSON WATER WORKS FKA	1,200.00	
VENDOR NAME: FISHBECK, THOMPSON, CARR 431679	PROJECT CHARLOTTE/DWAM SERVICES THROUG	1,250.50	01/09/2024
	TOTAL VENDOR FISHBECK, THOMPSON, CARR	1,250.50	
VENDOR NAME: GALE BRIGGS, INC.			

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INVOICE NUMBER	DESCRIPTION	AMOUNT	EXPECTED CHECK RUN
VENDOR NAME: GALE BRIGGS, INC. M780	HEAT LIMESTONE, CHLORIDE FOR REPAIR OF D	335.00	01/09/2024
	TOTAL VENDOR GALE BRIGGS, INC.	335.00	
VENDOR NAME: GALLOUP S113742331.001	PLUMBING SUPPLIES	55.28	01/09/2024
	TOTAL VENDOR GALLOUP	55.28	
VENDOR NAME: H2O COMPLIANCE SERVICES INC 00009087	CROSS CONNECTION PROGRAM NOVEMBER 1- 30,	1,217.70	01/09/2024
	TOTAL VENDOR H2O COMPLIANCE SERVICES INC	1,217.70	
VENDOR NAME: HASSEL FREE /FIRE ACCT #010109 CFSI-10035	ACCOUNT # 010109 (FIRE) FUEL	360.66	01/09/2024
	TOTAL VENDOR HASSEL FREE /FIRE ACCT #010109	360.66	
VENDOR NAME: IMAGE TREND PS-INV104669	NEW SOFTWARE TO REPLACE ESO- ALLOWS MEDI	9,750.00	01/09/2024
	TOTAL VENDOR IMAGE TREND	9,750.00	
VENDOR NAME: INTERNATIONAL MINUTE PRESS 35182 35185 34940	ENVELOPES TRAFFIC PARKING NOTICE #7 ENVELOPES (JOB 72545) NAMEPLATES FOR COUNCIL	111.35 56.86 104.00	01/09/2024 01/09/2024 01/09/2024
	TOTAL VENDOR INTERNATIONAL MINUTE PRESS	272.21	
VENDOR NAME: IRON HORSE EXCAVATION LLC. 23-856	215 W HARRIS ST	2,105.00	01/09/2024
	TOTAL VENDOR IRON HORSE EXCAVATION LLC.	2,105.00	
VENDOR NAME: JEWELL RANDY 2023-12	ASSESSING SERVICES FOR DECEMBER	3,262.00	01/09/2024
	TOTAL VENDOR JEWELL RANDY	3,262.00	
VENDOR NAME: KENDALL ELECTRIC INC. S113743779.001 S113736103.001 S113469688.001 S113469688	LIGHT BULBS 25A ELECTRIC CONTACTOR CHLORINATOR CONTROLS RETURN ITEM FROM INVOICE S113469688.001	457.45 135.83 1,597.84 (890.48)	01/09/2024 01/09/2024 01/09/2024 01/09/2024
	TOTAL VENDOR KENDALL ELECTRIC INC.	1,300.64	
VENDOR NAME: KENDALL REBECCA 12.12.2023	DECEMBER BOARD OF REVIEW	17.50	01/09/2024
	TOTAL VENDOR KENDALL REBECCA	17.50	
VENDOR NAME: KENT COMMUNICATIONS INC 173575	2024 AV BALLOT MAILING FOR PESIDENTAL PR	1,163.53	01/09/2024
	TOTAL VENDOR KENT COMMUNICATIONS INC	1,163.53	
VENDOR NAME: KIMBALL MIDWEST 101756928	SHOP SUPPLIES	649.30	01/09/2024
	TOTAL VENDOR KIMBALL MIDWEST	649.30	
VENDOR NAME: KONICA MINOLTA BUSINESS 290991100 290996075	MONTHLY INVOICE FOR BILLING PERIOD 11.17 MAINTENANCE AGREEMENT FOR BILLING PERIOD	70.59 55.44	01/09/2024 01/09/2024
	TOTAL VENDOR KONICA MINOLTA BUSINESS	126.03	
VENDOR NAME: LEA'S AUTO BODY 7786	REPLACE ROTORS AND BRAKES ON 2021	1,864.53	01/09/2024
	TOTAL VENDOR LEA'S AUTO BODY	1,864.53	
VENDOR NAME: LOOMIS, EWERT, PARSLEY, DAVIS & GOT 202900	SERVICES RENDERED THROUGH 11/30/2023	240.50	01/09/2024

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INVOICE NUMBER	DESCRIPTION	AMOUNT	EXPECTED CHECK RUN
VENDOR NAME: LOOMIS, EWERT, PARSLEY, DAVIS & GOT			
TOTAL VENDOR LOOMIS, EWERT, PARSLEY, DAVIS & GOT		240.50	
VENDOR NAME: MAF MAINTENANCE LLC			
2023-30 HVAC REPAIR		900.00	01/09/2024
TOTAL VENDOR MAF MAINTENANCE LLC		900.00	
VENDOR NAME: MANER COSTERISAN			
202900 2023 AUDIT AND PRESENTATION TO THE CITY		13,845.00	01/09/2024
TOTAL VENDOR MANER COSTERISAN		13,845.00	
VENDOR NAME: MARY LAROCQUE			
12.27.2023 2023 MILEAGE REIMBURSEMENT(2023 MASTER		338.51	01/09/2024
TOTAL VENDOR MARY LAROCQUE		338.51	
VENDOR NAME: MCGINTY, HITCH, PERSON, ANDE., P.C.			
01.03.2024 SERVICE THRU NOV. 30, 2023		10,983.50	01/09/2024
TOTAL VENDOR MCGINTY, HITCH, PERSON, ANDE., P.C.		10,983.50	
VENDOR NAME: MICHIGAN COMPANY			
0000298-900270 PAPER TOWEL HOLDER		203.08	01/09/2024
TOTAL VENDOR MICHIGAN COMPANY		203.08	
VENDOR NAME: MICHIGAN ECONOMIC DEVELOPERS			
16461 2023 MEMBERSHIP DUES		325.00	01/09/2024
TOTAL VENDOR MICHIGAN ECONOMIC DEVELOPERS		325.00	
VENDOR NAME: MICHIGAN NETWORK CONSULTANTS			
20230712-73 IT SERVICES 2ND HALF OF MONTH		3,175.00	01/09/2024
2022-23205 IT SERVICES		4,487.00	01/09/2024
20230712-93 IT SERVICES- 1ST HALF MONTH		3,150.00	01/09/2024
TOTAL VENDOR MICHIGAN NETWORK CONSULTANTS		10,812.00	
VENDOR NAME: MICHIGAN STATE POLICE			
551-628028 VPN CONNECTION 10.01.2023 - 12.31.2023		387.00	01/09/2024
TOTAL VENDOR MICHIGAN STATE POLICE		387.00	
VENDOR NAME: MMAAO			
12.15.2023 2024 MEMBERSHIP DUES		25.00	01/09/2024
TOTAL VENDOR MMAAO		25.00	
VENDOR NAME: MWEA LOCAL #7			
CHAR-HOL-2023 MWEA LOCAL SECTION 7 CHRISTMAS LUNCHEON		105.00	01/09/2024
TOTAL VENDOR MWEA LOCAL #7		105.00	
VENDOR NAME: NAPA MPEC			
259790 FUEL LINE HOSE		39.44	01/09/2024
260052 BATTERY		160.57	01/09/2024
TOTAL VENDOR NAPA MPEC		200.01	
VENDOR NAME: NORTHERN SAFETY CO., INC.			
905912895/10294348:GLOVES		382.88	01/09/2024
TOTAL VENDOR NORTHERN SAFETY CO., INC.		382.88	
VENDOR NAME: OVERHEAD DOOR CO. OF LANSING			
484080 DOOR OPENER CONTROL		230.00	01/09/2024
483580 SET THIRD LIMIT SWITCH FOR RECEIVER AND		324.00	01/09/2024
TOTAL VENDOR OVERHEAD DOOR CO. OF LANSING		554.00	
VENDOR NAME: PAT KANUSZEWSKI			
12.27.2023 P MILEAGE- RENTAL INSPECTIONS		243.75	01/09/2024
TOTAL VENDOR PAT KANUSZEWSKI		243.75	
VENDOR NAME: PENN CARE, INC.			
102015 MEDICAL SUPPLIES		836.94	01/09/2024

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INVOICE NUMBER	DESCRIPTION	AMOUNT	EXPECTED CHECK RUN
VENDOR NAME: PENN CARE, INC.			
	TOTAL VENDOR PENN CARE, INC.	836.94	
VENDOR NAME: PHILLIPS ROBERT			
12.12.2023	DECEMBER BOARD OF REVIEW	17.50	01/09/2024
	TOTAL VENDOR PHILLIPS ROBERT	17.50	
VENDOR NAME: QUADIENT - POSTAGE			
7900044417194903.1	POSTAGE FUNDING	514.07	01/09/2024
	TOTAL VENDOR QUADIENT - POSTAGE	514.07	
VENDOR NAME: ROGERS LLC ERIC			
32004	3RD OF 4 PAYMENTS DDA SNOW CONTRACT	1,180.00	01/09/2024
	TOTAL VENDOR ROGERS LLC ERIC	1,180.00	
VENDOR NAME: ROWE PROFESSIONAL SERVICES CO			
0109887	SAFE ROUTES TO SCHOOL SERVICES FROM JULY	38,302.50	01/09/2024
	TOTAL VENDOR ROWE PROFESSIONAL SERVICES CO	38,302.50	
VENDOR NAME: SANZO SPECIALTIES, INC			
249144	REFERENCE #249144 (NEW ACCOUNTABILITY T	967.15	01/09/2024
	TOTAL VENDOR SANZO SPECIALTIES, INC	967.15	
VENDOR NAME: SHARE CORP.			
254126	IPP-SUPPLIES	417.75	01/09/2024
	TOTAL VENDOR SHARE CORP.	417.75	
VENDOR NAME: SHILA KIANDER			
12.15.2023 STC	2024 STC UPDATES CLASS	40.00	01/09/2024
	TOTAL VENDOR SHILA KIANDER	40.00	
VENDOR NAME: SHILA KIANDER			
12.15.2023 V	CONTINUING EDUCATION VIRTUAL COURSE	40.00	01/09/2024
	TOTAL VENDOR SHILA KIANDER	40.00	
VENDOR NAME: STANDARD LIFE INSURANCE CO			
00 64882 0001	LIFE INSURANCE (BILLING PERIOD 01.01.20	1,458.36	01/09/2024
	TOTAL VENDOR STANDARD LIFE INSURANCE CO	1,458.36	
VENDOR NAME: STAPLES			
3554253095	HANDSOAP	94.02	01/09/2024
3554335025	FOAMING HAND WASH	18.68	01/09/2024
3554464684	SUPPLIES	40.03	01/09/2024
3554953611	HEAVY DUTY BINDER	26.28	01/09/2024
3552954697	COLOR COPIER REPLACEABLE INK CARTRIDGES	571.95	01/09/2024
3553265671	DRUM REPLACEMENT	166.79	01/09/2024
	TOTAL VENDOR STAPLES	917.75	
VENDOR NAME: STATE OF MICHIGAN			
12.28.2023	FEDERAL PROJECT- 23A0174 (HALL STREET	189,763.01	01/09/2024
	TOTAL VENDOR STATE OF MICHIGAN	189,763.01	
VENDOR NAME: STATE OF MICHIGAN WATER TESTING			
761-11171387	BIOSOLID LAND APPLICATION FEE	1,802.62	01/09/2024
	TOTAL VENDOR STATE OF MICHIGAN WATER TESTING	1,802.62	
VENDOR NAME: TELEHOWSKI, NECIA			
01/02/2024	UB refund for account: 06790	142.44	01/09/2024
	TOTAL VENDOR TELEHOWSKI, NECIA	142.44	
VENDOR NAME: TENT CRAFT			
23163976T	PUBLIC RELATIONS TENT	2,500.00	01/09/2024
	TOTAL VENDOR TENT CRAFT	2,500.00	
VENDOR NAME: TRACE ANALYTICAL LABORATORIES			

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INVOICE NUMBER	DESCRIPTION	AMOUNT	EXPECTED CHECK RUN
VENDOR NAME: TRACE ANALYTICAL LABORATORIES 3120479	WATER QUALITY TESTING	107.00	01/09/2024
TOTAL VENDOR TRACE ANALYTICAL LABORATORIES		107.00	
VENDOR NAME: USA BLUE BOOK INV00211178	BOD PROBE	209.80	01/09/2024
TOTAL VENDOR USA BLUE BOOK		209.80	
VENDOR NAME: VISION SERVICE PLAN 819242997.12	2024 JANUARY	735.71	01/09/2024
81924926.	VISION SERVICE PLAN SAFETY (JANUARY 202	469.63	01/09/2024
TOTAL VENDOR VISION SERVICE PLAN		1,205.34	
VENDOR NAME: WATKINS ROSS 93674	SERVICES RENDERED AUGUST 1, 2023 THROUGH	1,400.00	01/09/2024
TOTAL VENDOR WATKINS ROSS		1,400.00	
VENDOR NAME: WINDEMULLER 232789	AUTOMATION SERVICE PUMPS	239.05	01/09/2024
TOTAL VENDOR WINDEMULLER		239.05	
GRAND TOTAL:		410,478.63	



Memo

To: Honorable Mayor Lewis; City Council
From: Mary LaRocque, City Clerk
Date: January 3, 2024
Re: MML Elected Officials Training program

Background

Council member Christensen has requested to attend the February 23 and 24 virtual training. Information regarding this class follows this report.

Approval for expenditures for conferences and training in the department of Mayor, City Council & Boards have traditionally been reviewed and approved by majority vote of council members.

The City is a member of Michigan Municipal League (MML). MML offers discounted rates to its members for training courses they provide. Council members are encouraged to take advantage of the educational programs offered.

Recommendation

Approval of Christensen to enroll in the virtual training class.

Financial Impacts

The cost of the class requested is \$123.00

Suggested Motion

Move to approve Council member Christensen's enrollment in the February 23 and 24 virtual training provided by MML.



Training Seminars February 2024

Elected Officials Academy Core Summit

Friday & Saturday, February 23-24, 2024

All elected municipal officials must have a basic foundation of knowledge upon which to build their effectiveness as community leaders. This weekend seminar offers the most critical information in four short courses—Legal Framework, Leadership Roles & Responsibilities, Financial Management, and Planning & Zoning—in a compact format that facilitates achievement of Level One of the Michigan Municipal League's Elected Officials Academy. The Elected Officials Academy (EOA) is a voluntary continuing education program established to encourage and recognize the efforts of local elected officials to become effective leaders. Learn more about the EOA at eoa.mml.org. Upon completion of this program attendees will be able to differentiate between the role of the councilmember and the role of the mayor/president, discuss the Uniform Budgeting and Accounting Act, identify where taxes and revenue sharing come from, use zoning checks and balances, and make effective zoning decisions.

Agenda

Friday, February 23, 2024

Begin 5:30 pm; Break 7:00 pm; Adjourn 8:30 pm

Saturday, February 24, 2024

Begin 9:00 am; Break 10:15 am; Adjourn 12:30 pm

Cost Per Person

League Member communities, \$135

Nonmember Government, \$185

Location Information

Virtual

Education Credits Approved For This Program

8 EOA

Elected Officials Academy Core Summit

Friday & Saturday, February 23-24 2024— Virtual

Cost: League Member communities, \$135; Nonmember communities, \$185

Name of Municipality or Firm:

Billing Address/State/Zip:

Phone #:

Fax #:

Name	Title	Email*
1.		
2.		
3.		
4.		

Payment Info: Cost \$ _____ x Quantity _____ = Total Due: \$ _____

Cancellation Policy

All cancellations must be submitted in by email to registration@mml.org. No refunds will be given for cancellation requests received after **02/14/2024**. For a full list of registration policies, please visit https://mml.org/education-events/registration_policies/.

To Register

1. To register and pay online visit mml.org. On the Home Page, click the "Education & Events" tab, click on "League Calendar", scroll down to "Feb 23-24 Virtual Core Winter Summit" and click, then login to register.
2. If paying by check, please mail this form along with a check payable to the Michigan Municipal League, P.O. Box 7409, Ann Arbor, MI 48107-7409.
3. If registering with no payment, please email form to registration@mml.org

CITY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ___ day of January 2024, by and between the City of Charlotte, a State of Michigan Municipal Corporation (hereinafter referred to as “City”) and Todd J. Campbell (hereinafter referred to as “Employee” or “Campbell”).

WITNESETH:

WHEREAS, the City desires to employ Todd J. Campbell as its City Manager as provided under the terms and conditions of this Agreement and the City Personnel Manual where not in conflict with the City Charter or this Agreement, and;

WHEREAS, the Todd J. Campbell desires employment as City Manager of the City;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the City and Employee do hereby agree as follows:

SECTION 1. Duties.

A. The City hereby agrees to employ Todd J. Campbell as its City Manager to perform the functions and duties specified in this Agreement, the City Charter, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time direct or prescribe.

B. Employee agrees to comply with the Charlotte City Charter, this Agreement, City ordinances, policies, rules and regulations, and the City Personnel Manual where not in conflict with the City Charter or this Agreement.

C. Employee shall be responsible to the City Council for the efficient administration of all departments and operations of the City government.

D. The City Council and Employee will annually define such goals and objectives which they determine necessary for the proper operation of the City and shall prioritize those goals and objectives.

SECTION 2. Term.

A. This Agreement shall commence from its date of execution and Employee's actual start date as City Manager shall be February 12, 2024. This Agreement shall run for a period of 3 years or until said termination is effected as hereinafter provided.

B. Notwithstanding Subsection A above, the parties agree that Employee may start City employment for the purposes of consulting and orientation upon execution of this Agreement and Employee shall receive \$500.00 per pay period until such time as the Employee starts the position of City Manager. During said orientation, Employee shall not be entitled to any other compensation nor City insurance benefits until the Employee start date. Subsection B. terminates upon the Employee City Manager start date.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject to the provision set forth in Section 3, Paragraph D of this Agreement.

D. The City shall allow limited outside employment by Employee with the understanding that such arrangements are subject to City Council disclosure and do not constitute interference or conflict with his responsibilities under this Agreement.

SECTION 3. Termination and Severance Pay.

A. In the event the Employee is terminated by the City for any reason (e.g., Employee no longer serves at the City's pleasure), not including cause or misconduct, then the City agrees to pay the Employee a severance payment equal to six (6) months' base salary, subject to any state and federal tax, and applicable state and federal withholding. The Employee shall also be compensated for unused PTO time, not to exceed 125 hours.

B. In the event the Employee is terminated by the City for conduct including, but not limited to, an unacceptable annual work performance evaluation, cause, or misconduct as identified herein, then said

Employee shall not be entitled to any severance payment, unused PTO time, nor continuation of benefits, except as required under COBRA. For purposes of cause or misconduct, such shall include, but not limited to, the following:

1. Violation of the City Charter, or any local, state or federal law related to or pertaining to the functions of City Manager.
2. Violation of Employee's fiduciary duty or violation of the City's Conflicts of Interest policies or financial policies.
3. Intentional or deceitful falsification of public records or misrepresentation to the City Council with intent to mislead or defraud the City Council.
4. Gross negligence.
5. Misappropriation or misuse of City property or City resources.
6. Insubordination or refusal to carry out or obey a lawful directive of the City Council.
7. Unacceptable annual work performance evaluation.
8. Conviction of any felony, or conviction of any misdemeanor involving theft, violation of fiduciary duty or public trust; or conduct involving any crime of violence whether or not resulting in conviction.
9. Violation of Personnel Manual, Appendix B – Code of Conduct Guidelines.

C. Removal of the City Manager shall be subject to the provisions of the City Charter, as may be amended. Employee is not entitled to the grievance procedure of the Personnel Manual.

D. In the event the Employee voluntarily resigns or retires from his position with the City, then the Employee shall give the City at least sixty (60) days written notice of his intention to resign or retire prior to the submission of said resignation or notice of retirement. Less than sixty (60) days written notice of his resignation or notice of retirement may be given with City Council approval. The Employee shall not be entitled to the severance payment hereinbefore provided in the event of voluntary resignation or retirement, unless approved by the City Council.

E. This Agreement may be terminated at any time by the mutual written consent of the parties. In the event of such a mutually agreeable termination, then the parties hereto shall immediately be released from all obligations hereunder and further shall give up and waive all rights, privileges and benefits hereunder.

SECTION 4. Salary and Employee's City Manager Employment Start Date.

The City agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$145,000.00 payable in installments at the same time as other employees of the City are paid during the term of his employment, starting on the Employee's City Manager employment start date, February 12, 2024. Any increase in base salary shall be at the sole discretion of the City Council, after the first year of continuous service, based upon evaluations, and thereafter as determined by the City Council. As an administrative and executive employee, Employee is not entitled to overtime compensation as defined in the Fair Labor Standards Act.

SECTION 5. Professional Development; Expenses, Dues, Subscriptions.

Employee may participate in the Michigan Municipal League (“MML”), Michigan Municipal Executives, International City County Management Association (“ICMA”), and other organizations related to the position of City Manager. The City shall cover membership fees and subscription fees for Employee’s MML, MME and ICMA memberships. The Employee may also participate in such other national, regional, state, and local associations and organizations as the City and the Employee may agree to for the continued professional growth and advancement of the Employee and for the good of the City. The City will consider additional professional dues, subscriptions, travel, and subsistence expenses of the Employee necessary for participation in such approved organizations including annual conferences thereof. The City will pay the cost of the Employee's membership in one local service club. Employee shall not be entitled to any further educational or professional benefit under this Agreement or the Personnel Manual.

SECTION 6. Motor Vehicle.

In lieu of the purchase or lease of a municipal vehicle, Employee shall receive a monthly vehicle allowance during his employment as City Manager. The City agrees to pay, starting on the Employee's City Manager employment start date, to the Employee the sum of \$400.00 per month as a vehicle allowance subject to any state and federal tax, and applicable state and federal withholding, to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. Employee may utilize a vehicle from the Charlotte motor pool for only out-of-town business travel in excess of 100 miles from the City of Charlotte.

SECTION 7. Computer and Cell Phone.

Employee shall be given and required to use, for work purposes only, an individual computer ("laptop") and cell phone, subject to inspection at any time at the sole discretion of the City.

SECTION 8. Paid Time Off.

Upon the Employee's City Manager employment start date, the Employee shall be credited with two hundred and fifty (250) hours of "paid-time-off" ("PTO") available to use during the first year of employment. Employee shall be credited 250 hours of PTO annually on the Employee's anniversary date of hire. Employee may "roll-over" any unused PTO to the following calendar year not to exceed one hundred and twenty-five (125) hours. No other form of PTO, and no other vacation, sick, or personal leave time, in any form shall be accrued by Employee nor credited to Employee. At retirement, or separation of service for reasons not involving cause or misconduct, Employee may elect a cash transfer up to an amount not to exceed one hundred and twenty-five (125) hours, or less as required by law, into an HSA account established under a Plan for the benefit of City employees.

SECTION 9. Other Benefits, Terms, and Conditions of Employment.

A. Life Insurance. The City agrees to provide life insurance at the Directors rate in an amount contained in the City's Personnel Manual – Life Insurance, as may be amended.

B. Retirement Contribution. The City shall provide an annual 10% contribution into a Defined Contribution retirement account after one year of employment and each subsequent year of employment completion.

C. Reduction in Salary or Benefits. The City shall not at any time during the term of the employment, reduce the salary, compensation or other financial benefits of the Employee, except to the degree of such a reduction across-the-board for all employees of the City not subject to a collective bargaining agreement.

D. Health Care Premiums. The City, at the earliest enrollment date, not to exceed thirty (30) days after the Employee's City Manager employment start date, agrees to pay a monthly fee for vision, dental, and comprehensive medical insurance for the Employee and his dependents under the same Plan and level provided to any other full-time employee of the City, as provided under the City's current policies, as may be amended (excluding those employees subject to collective bargaining agreements, as applicable). Employee shall be responsible for co-pay of monthly premiums as required under applicable insurance policy. Employee shall be responsible for any deductible under any applicable Plan document.

E. Work Schedule. Employee is exempt from the overtime payment provisions of the FLSA. It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the City, and to that end Employee shall be allowed to establish an appropriate work schedule. The Employee shall keep City staff informed regarding his whereabouts during normal working hours and shall be available by mobile communication during those portions of the normal working day when he is outside of the office. Employee shall be available during all times of absence from the office, use of PTO (see SECTION 8), and holidays by mobile communication during times as necessary to address emergencies or

matters of imminent concern unless prior arrangements have been approved for alternate administrative management during Employee's absence.

F. Holidays. The City agrees to provide holiday benefits to Employee, as other full-time employees of the City, as provided under the Personnel Manual.

G. Annual Work Performance Evaluation. The City shall conduct a formal review and evaluate the performance of Employee. Said review and evaluation shall be in accordance with specific criteria developed, established, or adopted by the City. Said criteria may be added to or deleted from the review as the City may from time to time determine. The City will provide Employee with a summary statement and an opportunity for Employee to discuss the review and evaluation with the City. Evaluations shall be criteria for salary increases.

SECTION 10. Defense and Indemnification.

To the extent permitted by law and applicable insurance coverage, except as provided herein, City shall defend, save harmless, and indemnify Employee against any and all claims or demands, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of Employee's duties as City Manager, except as to those acts or omissions deemed to constitute gross negligence (which means conduct so reckless as to demonstrate a substantial lack of concern for whether or not any injury results), misconduct (as identified herein), and/or criminal acts. City shall provide, at no cost to Employee, the services of the City Attorney or other legal counsel to represent Employee. Except as provided herein, should Employee's employment be terminated, voluntarily or otherwise, while any such civil suit or claim is pending, in which Employee is a named party prior to termination of employment, City shall continue to provide such counsel and representation, on behalf of Employee, at City's sole expense, until such time as said claim or suit is settled, compromised, and/or adjudged, notwithstanding the termination of Employee's employment. City may compromise and settle any such

claim or suit and shall pay the amount of any settlement or judgment rendered thereon. City shall indemnify Employee for any and all travel and/or lodging expenses which may be incurred by Employee as a result of any such claims. Employee shall cooperate fully with City in the investigation, prosecution, and/or defense of such claims. The provisions of this Section shall survive the termination and/or expiration of this Agreement.

This section shall be deemed to apply to any civil suit or claim which may arise after the termination of Employee's employment, in which Employee is a named party in his capacity as an officer and/or employee of the City; provided, however, provided that such claim or suit does not allege any gross negligence, misconduct as identified above, and/or criminal act(s) by Employee.

SECTION 11. General Provisions.

A. City Authority. Employee agrees to observe and comply with the City Charter, City ordinances, Personnel Manual, policies, rules, and regulations of the City, as adopted by the City Council, either orally or in writing, and to carry out and to perform orders, directions and policies announced to Employee by the City Council or through its designee, from time to time, either orally or in writing. Employee specifically understands that the City Council shall have the final authority, the power to direct, control or supervise the manner and time of Employee's duties as is consistent with the City Charter, Personnel Manual, local regulation, rules and Council resolution, and laws of the State of Michigan.

B. Governing Law. In view of the fact that the City is a municipal corporation of the State of Michigan, it is understood and agreed that the construction and interpretation of this Agreement shall, at all times and in all respects, be governed by the laws of the State of Michigan, in the State Courts of Eaton County.

C. Entire Agreement. This Agreement contains the entire agreement and understanding by and between the City and Employee with respect to the employment of Todd J. Campbell as City Manager, and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any

force or effect. Further, no elected or appointed official or employee of the City has the power or authority presently or hereafter to add to, waive, or modify any of the terms and conditions contained herein. No change or modification of this Agreement shall be valid or binding unless it is in writing and signed by the party intending to be bound, which in the case of the City means the City Council acting pursuant to official City Council action. No waiver of any provisions of this Agreement shall be valid unless it is in writing and signed by the party against whom the waiver is sought to be enforced, which in the case of the City means the City Council acting pursuant to official Council action. No valid waiver of any provision of this Agreement, at any time, shall be deemed a waiver of any other provision of this Agreement at such time or at any other time.

D. Prohibition Against Assignment. Employee agrees on behalf of himself and his executors, administrators, heirs, legatees, distributees, and any other person or persons claiming any benefit under his by virtue of this Agreement, that this Agreement and the rights, interest and benefits hereunder shall not be assigned, transferred or pledged in any way.

E. Severability of Invalid Provision. The provisions of this Agreement shall be deemed severable; the invalidity or unenforceability of anyone or more of the provisions of this Agreement shall not affect the validity and enforceability of other provisions. This Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

[Signatures on Following Page (10)]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

CITY MANAGER,

**On Behalf of the
CITY OF CHARLOTTE,**

Todd J. Campbell,
Employee

Mary LaRocque,
Clerk

Date: _____

Date: _____

INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 18th day of September 2023, by and between the City of Charlotte, a State of Michigan Municipal Corporation (hereinafter referred to as "City") and Troy Bell (hereinafter referred to as "Employee").

WITNESETH:

WHEREAS, the City desires to employ Troy Bell as its Interim City Manager, under the terms and conditions of this Agreement, and the City Personnel Manual, and;

WHEREAS, the Troy Bell desires employment as Interim City Manager of the City;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the City and Employee do hereby agree as follows:

SECTION 1. Duties.

A. The City hereby agrees to employ Troy as its Interim City Manager to perform the functions and duties specified in this Agreement, the City Charter, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time direct or prescribe.

B. Employee agrees to comply with the Charlotte City Charter, this Agreement, City ordinances, policies, rules and regulations, and the City Personnel Manual where not in conflict with the City Charter or this Agreement.

C. Employee shall be responsible to the City Council for the efficient administration of all departments and operations of the City government, except the Office of City Attorney.

D. The City Council will define goals and objectives which they determine necessary for the proper operation of the City and shall prioritize those goals and objectives.

SECTION 2. Terms and Termination.

A. This Agreement shall commence from its date of execution and shall terminate on December 31, 2023, at 11:59pm. Upon approval of the majority of the City Council this Agreement may be extended under the same

terms until the start date of a permanent City Manager. The City shall allow limited outside employment by Employee with the understanding that such arrangements are subject to City Council disclosure and do not constitute interference or conflict with his responsibilities under this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Employee at any time, subject only to the provisions of this Agreement. It is specifically understood and agreed the City Council shall have the right and power to terminate the services of Employee at any time during the term of his employment for any reason. It is further understood and agreed in the event the services of the Employee are terminated for the reason that the Employee no longer serves at the City's pleasure, then the Employee shall be entitled to a severance payment equivalent to two (2) weeks' salary, subject to any state and federal tax, and applicable state and federal withholding.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject to the provision set forth in Section 3, Paragraph D of this Agreement.

SECTION 3. Termination and Severance Pay.

A. In the event the Employee is terminated by the City for any reason, not including cause or misconduct, then the City agrees to pay the Employee a severance payment equal to two (2) weeks' salary, subject to any state and federal tax, and applicable state and federal withholding.

B. In the event the Employee is terminated by the City for conduct including, but not limited to, an unacceptable annual work performance evaluation, cause, or misconduct as identified herein, then said Employee shall not be entitled to any severance payment nor continuation of benefits, except as required under COBRA. For purposes of cause or misconduct, such shall include, but not limited to, the following:

1. Violation of the City Charter, or any local, state or federal law related to or pertaining to the functions of City Manager.
2. Violation of Employee's fiduciary duty or violation of the City's Conflicts of Interest policies or financial policies.

3. Intentional or deceitful falsification of public records or misrepresentation to the City Council with intent to mislead or defraud the City Council.
4. Gross negligence.
5. Misappropriation or misuse of City property or City resources.
6. Insubordination or refusal to carry out or obey a lawful directive of the City Council.
7. Unacceptable annual work performance evaluation.
8. Conviction of any felony, or conviction of any misdemeanor involving theft, violation of fiduciary duty or public trust; or conduct involving any crime of violence whether or not resulting in conviction.

C. Removal of the City Manager shall be subject to the vote of a minimum of four attending City Council Members following a duly noticed Council hearing to Employee.

D. In the event the Employee voluntarily resigns from his position with the City, then the Employee shall give the City at least three (3) weeks written notice of his intention to resign prior to the submission of said resignation or notice of his last date of service. Less than three (3) weeks written notice of his resignation may be given with City Council approval. The Employee shall not be entitled to the severance payment hereinbefore provided in the event of voluntary resignation, unless approved by the City Council.

E. This Agreement may be terminated at any time by the mutual written consent of the parties. In the event of such a mutually agreeable termination, then the parties hereto shall immediately be released from all obligations hereunder and further shall give up and waive all rights, privileges and benefits hereunder.

SECTION 4. Salary and Employee's Employment Start Date.

The City agrees to pay Employee for his services rendered pursuant hereto at a monthly rate based upon an equivalent annual salary rate of \$97,000.00, subject to applicable state and federal withholding and taxation, payable in installments at the same time as other employees of the City are paid during the term of his employment, starting on the Employee's employment start date, September 18, 2023. As an administrative and executive employee, Employee is not entitled to overtime compensation as defined in the Fair Labor Standards Act.

SECTION 5. Professional Development; Expenses, Dues, Subscriptions.

Employee may participate in the Michigan Municipal League, Michigan Municipal Executives, and other organizations related to the position of City Manager. The Employee may also participate in such other national, regional, state, and local associations and organizations as the City and the Employee may agree to for the continued professional growth and advancement of the Employee and for the good of the City. The City shall budget \$1,000 to pay the professional dues, subscriptions, travel, and subsistence expenses of the Employee necessary for participation in such approved organizations including annual conferences thereof. Employee shall not be entitled to any further educational or professional benefit under this Agreement or the Personnel Manual.

SECTION 6. Motor Vehicle.

A. In lieu of the purchase or lease of a municipal vehicle, Employee shall receive a monthly vehicle allowance during his employment as Interim City Manager. The City agrees to pay, starting on the Employee's employment start date, to the Employee the sum of \$500.00 per month as a vehicle allowance subject to any applicable state and federal tax, and applicable state and federal withholding, to be used to purchase, lease, or own, operate and maintain a vehicle. Employee may utilize a vehicle from the Charlotte motor pool for only out-of-town business travel in excess of 100 miles from the City of Charlotte. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

SECTION 7. Computer and Cell Phone.

Employee shall be given and required to use, for work purposes only, an individual computer ("laptop") and cell phone, subject to inspection at any time at the sole discretion of the City.

SECTION 8. Paid Time Off.

Upon the Employee's completion of thirty (30) calendar days of employment, Employee shall be credited with forty (40) hours of "paid-time-off" ("PTO"), available for use during the term of employment. No other form of PTO, and no other vacation, sick, or personal leave time, in any form shall be accrued by Employee nor credited to Employee. At separation of service for reasons not involving cause or misconduct, provided Employee has adequate PTO available, Employee may elect a cash payment up to an amount not to exceed forty (40) hours, subject to any state and federal tax, and applicable state and federal withholding.

SECTION 9. Other Benefits, Terms, and Conditions of Temporary Employment.

A. Life Insurance. As provided for under the Personnel Manual.

B. Retirement Contribution. No benefit provided based upon fixed-term temporary interim position.

C. Health Care Insurance and Premiums. No benefit, cash in lieu of \$250.00 per month.

D. Work Schedule. It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the City, and to that end Employee shall be allowed to establish an appropriate work schedule. The Employee shall keep City staff informed regarding his whereabouts during normal working hours and shall be available by mobile communication during those portions of the normal working day when he is outside of the office. Employee shall be available during all times of absence from the office, use of PTO (see SECTION 8), and holidays by mobile communication during times as necessary to address emergencies or matters of imminent concern unless prior arrangements have been approved for alternate administrative management during Employee's absence.

E. Holidays. The City agrees to provide holiday benefits to Employee, as other full-time employees of the City, as provided under the Personnel Manual.

F. Work Performance Evaluation. The City shall review and evaluate the performance of Employee. Said review and evaluation shall be in accordance with specific criteria developed, established, or adopted by the City. Said criteria may be added to or deleted from the review as the City may from time to time determine. The City

will provide Employee with a summary statement and an opportunity for Employee to discuss the review and evaluation with the City.

G. Relocation Allowance. No Allowance provided.

SECTION 10. Defense and Indemnification.

To the extent permitted by law and the City's applicable insurance coverage, except as provided herein, City shall defend, save harmless, and indemnify Employee against any and all claims or demands, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of Employee's duties as Interim City Manager, except as to those acts or omissions deemed to constitute gross negligence (which means conduct so reckless as to demonstrate a substantial lack of concern for whether or not any injury results), misconduct (as identified herein), and/or criminal acts. City shall provide, at no cost to Employee, the services of the City Attorney or other legal counsel to represent Employee. Except as provided herein, should Employee's employment be terminated, voluntarily or otherwise, while any such civil suit or claim is pending, in which Employee is a named party prior to termination of employment, City shall continue to provide such counsel and representation, on behalf of Employee, at City's sole expense, until such time as said claim or suit is settled, compromised, and/or adjudged, notwithstanding the termination of Employee's employment. City may compromise and settle any such claim or suit and shall pay the amount of any settlement or judgment rendered thereon. City shall indemnify Employee for any and all travel and/or lodging expenses which may be incurred by Employee as a result of any such claims. Employee shall cooperate fully with City in the investigation, prosecution, and/or defense of such claims. The provisions of this Section shall survive the termination and/or expiration of this Agreement.

This section shall be deemed to apply to any civil suit or claim which may arise after the termination of Employee's employment, in which Employee is a named party in his capacity as an officer and/or employee of the City; provided, however, provided that such claim or suit does not allege any allegations of or acts gross negligence, misconduct as identified above, and/or criminal act(s) by Employee.

SECTION 11. General Provisions.

A. City Authority. Employee agrees to observe and comply with the City Charter, City ordinances, policies, rules, and regulations of the City, as adopted by the City Council, either orally or in writing, and to carry out and to perform orders, directions and policies announced to Employee by the City Council or through its designee, from time to time, either orally or in writing. Employee specifically understands that the City Council shall have the final authority, the power to direct, control or supervise the manner and time of Employee's duties as is consistent with the City Charter, Personnel Manual, local regulation, rules and Council resolution, and laws of the State of Michigan.

B. Governing Law. In view of the fact that the City is a municipal corporation of the State of Michigan, it is understood and agreed that the construction and interpretation of this Agreement shall, at all times and in all respects, be governed by the laws of the State of Michigan, in the State Courts of Eaton County.

C. Entire Agreement. This Agreement contains the entire agreement and understanding by and between the City and Employee with respect to the employment of Troy Bell as Interim City Manager, and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. Further, no elected or appointed official or employee of the City has the power or authority presently or hereafter to add to, waive, or modify any of the terms and conditions contained herein. No change or modification of this Agreement shall be valid or binding unless it is in writing and signed by the party intending to be bound, which in the case of the City means the City Council acting pursuant to official City Council action. No waiver of any provisions of this Agreement shall be valid unless it is in writing and signed by the party against whom the waiver is sought to be enforced, which in the case of the City means the City Council acting pursuant to official Council action. No valid waiver of any provision of this Agreement, at any time, shall be deemed a waiver of any other provision of this Agreement at such time or at any other time.

D. Prohibition Against Assignment. Employee agrees on behalf of himself and his executors, administrators, heirs, legatees, distributes, and any other person or persons claiming any benefit under his by virtue of this

Agreement, that this Agreement and the rights, interest and benefits hereunder shall not be assigned, transferred or pledged in any way.

E. Severability of Invalid Provision. The provisions of this Agreement shall be deemed severable; the invalidity or unenforceability of anyone or more of the provisions of this Agreement shall not affect the validity and enforceability of other provisions. This Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

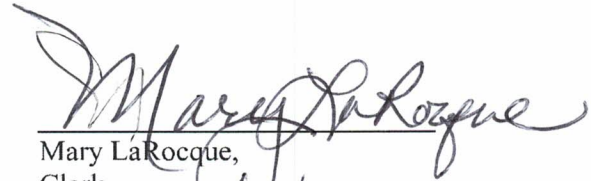
INTERIM CITY MANAGER,



Troy Bell,
Employee

Date: 09/11/23

On behalf of the CITY OF CHARLOTTE,



Mary LaRocque,
Clerk

Date: 09/11/2023

**City of Charlotte, Michigan
City Manager Employment Agreement**

Introduction

This Agreement, made and entered into this 18th day of January, 2021, by and between the City of Charlotte, Michigan, a municipal corporation, (hereinafter called "Employer") and Erin E. LaPere, (hereinafter called "Employee") an individual who has the education, training and experience in local government management and who, as a member of ICMA, is subject to the ICMA Code of Ethics, both of whom agree as follows:

Section 1: Term

This agreement shall remain in full force in effect from January 18, 2021 until terminated by the Employer or Employee as provided in Section 9, 10, or 11 of this agreement. In the event the agreement is terminated, Employee shall receive severance pay as described in Section 10.

Section 2: Duties and Authority

Employer agrees to employ Erin E. LaPere as City Manager to perform the functions and duties specified in Section 6.3 of the City Charter and by any of the City codes or ordinances, and to perform other legally permissible and proper duties and functions.

Section 3: Compensation

- A. Base Salary: Employer agrees to pay Employee an annual base salary of \$100,000, payable in installments at the same time that the other management employees of the Employer are paid.
- B. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies.
- C. Consideration shall be given on an annual basis to increase compensation. The Employer agrees to increase compensation each year by the minimum of the average across the board increase granted to other non-union employees of the Employer.

Section 4: Health, Disability and Life Insurance Benefits

- A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his/her dependents equal to that which is provided to all other employees of the City.
- B. The Employer agrees to put into force and to make required premium payments for short term and long term disability coverage for the Employee.
- C. The Employer shall pay the amount of premium due for term life insurance in the amount of one year annual salary during the life of this agreement. The Employee shall name the beneficiary of the life insurance policy.

Section 5: Vacation and Sick Leave

- A. Upon commencing employment, the Employee shall be credited with all paid time off, including not but limited to sick leave, vacation leave, compensatory time, and personal leave days, equal to the highest annual accrual provided to all other employees. The Employee shall then accrue paid time off on an annual basis at the highest rate provided to any other employees.
- B. Employee shall receive time off with pay for all legal holidays observed by the Employer. Employee shall receive three days paid for immediate family funeral and emergency leave.

C. The Employee is entitled to accrue all unused leave, without limit, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time, all paid holidays, executive leave, and other benefits to date.

Section 6: Facilities and Equipment

- A. The Employer shall furnish the Employee, with a suitable office, a cellular telephone, together with such supplies, equipment and material as may be required in the performance of the Employee's duties.
- B. Employee will not be provided with a vehicle nor will any car allowances be paid. The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of their vehicle beyond the greater City of Charlotte area. For purposes of this Section, use of the car within the greater City of Charlotte area is defined as travel to locations within a fifty (50) mile radius of City Hall.

Section 7: Retirement

- A. The Employer agrees to enroll the Employee into the applicable retirement system and to make all the appropriate contributions on the Employee's behalf consistent with contributions made for any other employees.
- B. In lieu of retiree health insurance, the Employer shall contribute 3% of Employee's base pay into a Retirement Health Savings Account and that contribution shall vest to Employee after one (1) year of service.

Section 8: General Business Expenses

- A. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
- B. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the Michigan Municipal League, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.
- C. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

Section 9: Termination

For the purpose of this agreement, termination shall occur when:

- A. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting. The Employee shall be given fourteen (14) calendar days prior written notice of that meeting.
- B. If the Employer, citizens or legislature acts to amend any provisions of the charter, code, or enabling legislation pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of

government, the Employee shall have the right to declare that such amendments constitute termination.

- C. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.
- D. Breach of contract declared by either party with a 30 day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.

Section 10: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 9. If the Employee is terminated, the Employer shall provide a minimum severance payment equal to eight (8) months' salary at the current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee.

The Employee shall also be compensated for all accrued sick leave, vacation time, all paid holidays, and executive leave. The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the rate ordinarily contributed on regular compensation.

For a minimum period of eight (8) months' following termination, the Employer shall pay the cost to continue the following benefits:

1. Health insurance for the employee and all dependents as provided in Section 4
2. Life insurance as provided in Section 4
3. Short-term and long-term disability as provided in Section 4, and
4. Any other available benefits.

If the Employee is terminated because of sexual or ethnic harassment, destruction of City property, on-duty moral turpitude, embezzlement or a conviction of a felony, then the Employer is not obligated to pay severance under this section.

Section 11: Resignation

In the event that the Employee voluntarily resigns her position with the Employer, the Employee shall provide a minimum of 30 days' notice unless the parties agree otherwise. In the event Employer waives notice of the notice period, the Employee shall receive her regular pay and benefits for the full thirty day notice period. No severance as described in Section 10 shall be paid upon voluntary resignation.

Section 12: Performance Evaluation

Employer shall annually review the performance of the Employee in January subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

If the City Council fails to conduct an annual performance evaluation, Employee's performance shall be considered to be acceptable.

Section 13: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an

appropriate work schedule. It is generally expected the Employee will typically work the same regular work schedule as other department heads.

Section 14: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement.

Section 17: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee.

Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 18: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 19: Other Terms and Conditions of Employment

- A. The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter or any other law.
- B. Except as otherwise provided in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by other appointed officials, appointed employees, department heads or general employees of the Employer as provided in the Charter, Code,

Personnel Rules and Regulations or by practice.

Section 21: General Provisions

- A. **Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.
- B. **Binding Effect.** This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. **Effective Date.** This Agreement shall become effective on January 18, 2021.
- D. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not effect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the parties have executed this Agreement at the City of Charlotte this 18th day of January, 2021.

WITNESSES

CITY OF CHARLOTTE

P. B. Tidwell

BY:

Michael A. Armitage
Michael A. Armitage, Mayor
On Behalf of Employer

P. B. Tidwell

BY:

Erin E. LaPere
Erin E. LaPere
Employee

Approved as to Form:

Thomas M. Hitch
City of Charlotte Attorney

FOSTER SWIFT

FOSTER SWIFT COLLINS & SMITH P.C. ATTORNEYS

Lansing | Southfield | Grand Rapids | Detroit | Holland | St. Joseph

Michael R. Kluck

P: 517.371.8292 F: 517.371.8200

MKluck@fosterswift.com

313 S. Washington Square
Lansing, MI 48933-2193

December 8, 2023

Email

Mr. Troy Bell
Interim City Manager
City of Charlotte
111 E. Lawrence Avenue
Charlotte, MI 48813

Re: Addendum to Retainer Agreement

Dear Mr. Bell:

Attached is an Addendum to our Fee Agreement. Would you please secure the appropriate signature(s) and return this to me. Retain a copy for your files.

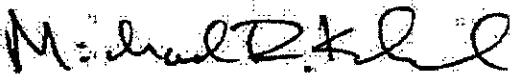
The Loomis Law Firm will bill and collect fees due for services rendered before November 27, 2023.

To the extent matters I may handle in the future may involve an adverse party, be advised an ethical conflict could arise which would prevent me from rendering services. As a Senior Attorney here at Foster, Swift, Collins & Smith, P.C. conflict checks are run in a timely and professional manner in order to protect our clients' interests.

I thank you for your loyalty to me and my new Firm.

Very truly yours,

FOSTER SWIFT COLLINS & SMITH P.C.



Michael R. Kluck

MRK:rlc

fosterswift.com

38215:00001:200107925-1

**ADDENDUM TO FEE AGREEMENT
BETWEEN
MICHAEL R. KLUCK & ASSOCIATES
AND
CITY OF CHARLOTTE**

This Addendum will be attached to and incorporate by reference the Fee Agreement entered into between the parties on July 6, 2021.

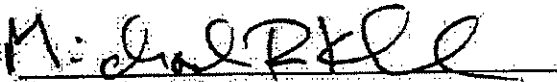
WHEREAS, Michael R. Kluck, Of Counsel to the law firm of Loomis, Ewert, Parsley, Davis & Gotting, P.C. will be associated with the law firm of Foster, Swift, Collins & Smith, P.C. effective November 27, 2023.

NOW THEREFORE, the parties agree as follows:

1. Michael R. Kluck and Foster, Swift, Collins & Smith, P.C. shall be recognized as "(The Firm)" effective November 27, 2023, and thereafter.
2. All of the terms and conditions contained in the Fee Agreement between Michael R. Kluck & Associates and the City of Charlotte shall apply to the newly designated Firm.
3. Compensation for services rendered will be submitted to Foster, Swift, Collins & Smith, P.C., 313 S. Washington Square, Lansing, Michigan 48933.
4. All other terms of the Fee Agreement entered into between the parties shall remain unchanged and in full force and effect.

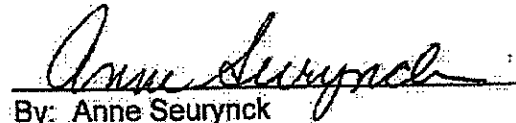
MICHAEL R. KLUCK & ASSOCIATES

FOSTER, SWIFT, COLLINS & SMITH,
P.C.,
A Michigan Professional Corporation



By: Michael R. Kluck

Dated: November 16, 2023



By: Anne Seurnyck

Its: President

Dated: November 30, 2023

CITY OF CHARLOTTE

A handwritten signature in dark ink, appearing to read 'T. Bell', is written over a horizontal line.

By: Troy Bell

Its: Interim City Manager

Dated: December 18, 2023.

LOOMIS

LOOMIS, EWERT, PARSLEY, DAVIS & GOTTING P C
ATTORNEYS AT LAW

KARL L. GOTTING⁵
JAMES R. NEAL⁵
MICHAEL G. OLIVA
MICHAEL H. RHODES
JEFFREY S. THEUER¹
SARA L. CUNNINGHAM
JAMES F. ANDERTON, V²
MICHAEL R. KLUCK³
GABRIELLE C. LAWRENCE³
BRANDON W. WADDELL⁴
MCKENNA S. RIVERS

PAULA K. MANIS PLLC⁵
KENNETH W. BEALL⁵
KELLY REED LUCAS⁵
MICHAEL A. HOLME⁵

JACK C. DAVIS
(1938 - 2020)

¹ ALSO LICENSED IN MD
² ALSO LICENSED IN FL
³ ALSO LICENSED IN GA
⁴ ALSO LICENSED IN TX
⁵ OF COUNSEL

MICHAEL R. KLUCK
Telephone: 517-482-2400
Fax: 517-853-8619
mrkluck@loomislaw.com

October 23, 2023

Mr. Troy Bell
Interim City Manager
CITY OF CHARLOTTE
111 E. Lawrence Avenue
Charlotte, MI 48813

Dear Valued Client:

The law firm of Loomis, Ewert, Parsley, Davis & Gotting, P.C. (Loomis) will be dissolving effective November 27, 2023. While this was not previously anticipated, I am pleased to advise you that I and most of the Loomis team will be together two blocks away at Foster, Swift, Collins & Smith, P.C. I and the Firm's members will provide the same level of excellent representation you have come to know and expect, with even greater resources. I will relocate to the Foster Swift location in downtown Lansing at 313 S. Washington Square, Lansing, Michigan 48933. The fee agreement we have with you will be honored and, as in the past, not modified without a request to you for an adjustment.

Our billing statement for services rendered after November 27, 2023, will be on Foster, Swift, Collins & Smith, P.C. invoice forms since the Foster firm will be providing both billing and representation support. Please be assured that I will review all bills before they are submitted.

I am delighted to be able to connect with Foster, Swift, Collins & Smith, P.C., a prestigious and highly respected law firm. Together we can provide a myriad of additional legal services to you. We will provide you with our new phone, email and other contact information in a later communication.

124 W. ALLEGAN STREET, SUITE 700
LANSING, MI 48933-1784
517-482-2400

Your continued support as this transition takes place will be appreciated beyond measure. Would you please sign below your consent to have your files transfer with me and for a change in the billing arrangement.

Very truly yours,

LOOMIS, EWERT, PARSLEY, DAVIS
& GOTTING, P.C.

Michael R. Kluck
Attorney at Law

MRK/rle

On behalf of the City of Charlotte consent is hereby given for the transfer of our files and representation to Michael Kluck and the Foster, Swift, Collins & Smith, P.C. law firm.

Mary LaRoque

Dated: 11/16/2023

LOOMIS



Mary LaRocque <mlarocque@charlottemi.org>

Loomis notice and release of record3 messages

Mary LaRocque <mlarocque@charlottemi.org>
To: Troy Bell <tbell@charlottemi.org>

Fri, Nov 3, 2023 at 1:16 PM

Hi Troy,

The document you gave me (copy attached) is asking for a signature and date from the City to consent to the transfer of legal files to Michael Kluck and the new attorney firm. I need your authorization to sign the document if this is the direction you wish to take.

Thanks,

Mary LaRocque

City Clerk
mlarocque@charlottemi.org
www.charlottemi.org
Phone: 517-543-8843
FAX: 517-543-8851
City of Charlotte
.111 E. Lawrence Ave.
Charlotte, MI 48813



 Loomis notice and release of records.pdf
46K

Troy Bell <tbell@charlottemi.org>
To: Mary LaRocque <mlarocque@charlottemi.org>

Mon, Nov 6, 2023 at 6:07 PM

Hi Mary,

Though I am inclined to give you the go ahead, let me check to see if there is any opposition first...just to be sure.

Thx - TB

[Quoted text hidden]

Troy Bell <tbell@charlottemi.org>
To: Mary LaRocque <mlarocque@charlottemi.org>

Mon, Nov 6, 2023 at 6:08 PM

Actually, since the firm is dissolving, it would be prudent to go ahead and execute the transfer. So please sign and transmit the authorization. Thanks - Troy

[Quoted text hidden]

LOOMIS

LOOMIS EWERT, PARSLEY DAVIS & GOTTING P.C.
ATTORNEYS AT LAW

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MICHAEL R. KLUCK¹⁰
MIKHAIL MURSHAK^{3, 4, 8}
GABRIELLE C. LAWRENCE⁵
BRANDON W. WADDELL⁶
ANDREW G. MARTIN^{6, 7, 9}
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⁷ ALSO LICENSED IN DC
⁸ ALSO LICENSED IN TX
⁹ ALSO LICENSED BY USPTO
¹⁰ OF COUNSEL

MICHAEL R. KLUCK
Telephone: 517-482-2400
Fax: 517-853-8619
mrkluck@loomislaw.com

May 30, 2023

MS. ERIN LAPERE
City Manager
CITY OF CHARLOTTE
111 E. Lawrence Avenue
Charlotte, MI 48813

Re: Engagement Letter

Dear Ms. LaPere:

We are pleased that Loomis, Ewert, Parsley, Davis, & Gotting, P.C. (the "**Firm**"), has been asked to serve as Labor Counsel for the City of Charlotte (the "**Client**") regarding labor and employment matters (the "**Project**").

This letter confirms my discussions with you regarding the engagement of the Firm and describes the basis on which the Firm will provide legal services to Client. Accordingly, the Firm hereby submits the following proposal governing the engagement for your approval. If the provisions and terms as stated below are agreeable, please sign this engagement letter in the space provided, and return a copy to me.

TERMS OF ENGAGEMENT

1. Client; Scope of Advices. The Firm will be engaged to provide advices to the Client which include, but are not limited to, obtaining and reviewing personnel documents and general advices regarding the Project (collectively, the "**Advices**"). Unless otherwise agreed, the Client is the only client, and the Firm is not undertaking to represent any person or entity other than the Client. The Client may limit or expand the scope of the Advices in writing from time to time, provided that any substantial expansion of the scope of the Advices shall be agreed to by the Firm in writing.

124 W. ALLEGAN STREET, SUITE 700
LANSING, MI 48933-1784
517-482-2400

2. Term of Engagement. Either the Firm or the Client may terminate the engagement at any time for any reason by written notice; provided, however, that the Firm shall be subject to applicable rules of professional conduct. If the Firm terminates the engagement, reasonable steps will be taken to protect the interests of the Client.

3. Conclusion of Advices: Retention and Disposition of Documents. Unless previously terminated, the Advices shall terminate upon completion of appeal process. Following such termination, any otherwise nonpublic information supplied by the Client and retained by the Firm will be kept confidential in accordance with applicable rules of professional conduct. At the request of the Client, papers and property will be returned promptly upon receipt of payment for outstanding fees and costs; however, the Firm shall retain its own files pertaining to the Advices and the Project. Firm files include but are not limited to: administrative records, time and expense reports, personnel and staffing materials, accounting records; and attorney work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers and paralegals employed by the Firm. All such documents retained by the Firm will be transferred to the person responsible for administering the Firm's records and retention program. For various reasons, including the minimization of unnecessary storage expenses, the Firm reserves the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

4. Post-engagement Matters. The Client is engaging the Firm to provide legal services in connection with the Project. The Firm agrees once further engaged, to provide additional advice on other matters as may be requested by the Client. Unless requested by the Client, the Firm shall have no continuing obligations to the Client, except as expressly set forth herein.

5. Fees and Expenses. The Firm's billing rates currently range from \$40.00 per hour for new associates and/or paralegals, to \$400.00 per hour, the current rate for senior shareholders. We have enjoyed a lengthy attorney-client relationship and I have always provided the City of Charlotte with preferred status for billing purposes. We are respectfully requesting that you approve the current preferred client hourly rate of \$185.00 per hour. We would propose the following attorneys be involved on this engagement:

Michael R. Kluck
McKenna S. Rivers

Other staff may be used if deemed appropriate at this preferred billing rate.

These billing rates are subject to change from time to time, usually at the start of a calendar year. The Firm can provide the Client with the current rates at Client's request. The Firm bills on a monthly basis. The Firm will include on its statements separate charges for performing services such as photocopying, computerized research, travel, and search and filing fees. Fees and expenses of others (*such as consultants, arbitrators and arbitration agencies*) generally will not be paid by the Firm, but will be billed directly to the Client. Payment is due promptly upon receipt of our statement. It is also expressly understood that payment of the Firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

6. Confidentiality. The Firm hereby confirms that during the course of the engagement and thereafter, it shall take reasonable steps to ensure the confidentiality of any confidential information disclosed by the Client and shall not use such confidential information except in connection with the Project.

7. Client Responsibilities. The Client agrees to cooperate fully with the Firm and to promptly provide all information known or available relevant to the Project. The Client also agrees to pay the Firm's statements for services and expenses as provided above within thirty (30) days.

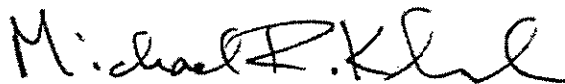
8. Conflicts. The Firm hereby confirms that it has performed its standard inquiry within the Firm and has determined that no conflicts of interest currently exist that would prevent the undertaking of the representation.

9. Future Conflicts. The Client is aware that the Firm represents many other companies and individuals. Further, the Client hereby acknowledges that it is possible that during the time that the Firm is representing the Client, some of the Firm's present or future clients may have disputes with the Client. The Client agrees that the Firm may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to the Advices even if the interests of such clients in those other matters are directly adverse, including litigation. The Firm agrees, however, that the Client's consent to conflicts with this representation, shall not apply in any instance where, as a result of the Firm's Advices, the Firm has obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used to the Client's material disadvantage.

Should you have any questions or comments about this engagement letter or if any questions arise during the course of the engagement, please do not hesitate to call.

Very truly yours,

LOOMIS, EWERT, PARSLEY, DAVIS
& GOTTING, P.C.



Michael R. Kluck
Attorney at Law

MRK/rle

I agree to the provisions outlined in this Engagement Letter.



Erin LaPere, City Manager

Dated: 8-22-23



**ADDENDUM TO FEE AGREEMENT
BETWEEN
MICHAEL R. KLUCK & ASSOCIATES
AND
CITY OF CHARLOTTE**

This Addendum will be attached to and incorporate by reference the Fee Agreement entered into between the parties on July 6, 2021.

WHEREAS, Michael R. Kluck, a sole proprietor d/b/a Michael R. Kluck & Associates, effective October 15, 2021, became Of Counsel to the law firm of Loomis, Ewert, Parsley, Davis & Gotting, P.C.

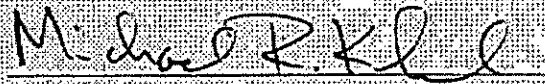
NOW THEREFORE, the parties agree as follows:

1. Michael R. Kluck and Loomis, Ewert, Parsley, Davis & Gotting, P.C. shall be recognized as "(The Firm)" effective October 15, 2021, and thereafter.
2. All of the terms and conditions contained in the Fee Agreement between Michael R. Kluck & Associates and the City of Charlotte shall apply to the newly designated Firm.
3. Compensation for services rendered will be submitted to Loomis, Ewert, Parsley, Davis & Gotting, P.C. at 124 W. Allegan Street, Suite 700, Lansing, Michigan 48933.
4. All other terms of the Fee Agreement entered into between the parties shall remain unchanged and in full force and effect.

MICHAEL R. KLUCK & ASSOCIATES

LOOMIS, EWERT, PARSLEY, DAVIS & GOTTING, P.C.,

A Michigan Professional Corporation



By: Michael R. Kluck

Its: Sole Owner

Dated: February 15, 2023

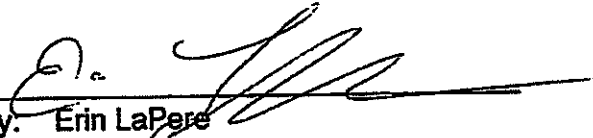


By: Sara L. Cunningham

Its: President

Dated: February 15, 2023

CITY OF CHARLOTTE



By: Erin LaPere
Its: City Manager
Dated: February 15, 2023

MICHAEL R. KLUCK & ASSOCIATES

MICHAEL R. KLUCK
THOMAS H. DERDERIAN
WENDY S. HARDT

ATTORNEYS AND COUNSELORS AT LAW
4265 OKEMOS ROAD, SUITE G
OKEMOS, MICHIGAN 48864

OFF: (517) 349-7610
FAX: (517) 349-8544

June 23, 2021

MS. ERIN LAPERE
City Manager
CITY OF CHARLOTTE
111 E. Lawrence Avenue
Charlotte, MI 48813

RE: *Change in Preferred Client Rate*

Dear Ms. LaPere:

The attorney-client relationship that we have with you is very important to us. As you know, when we entered into our relationship, it was on the basis that you, as the client, would receive excellent professional service and the firm would receive a fair rate of compensation. We have enjoyed a lengthy attorney-client relationship and my firm has always provided the City of Charlotte with preferred status for billing purposes. During this time, however, our fixed costs have increased and we are respectfully requesting, effective with our July 15, 2021 billing cycle, that you approve a preferred client hourly rate of \$185.00 per hour. Your current rate of \$165.00 per hour has been in effect since 2007.

Your favorable response to this request will be greatly appreciated. Please call if you wish to discuss the proposed change with me. If, however, you find the proposed amendment acceptable, would you have an authorized person sign below, retain a copy for your files and forward a copy to my office for our file.

Again, I would like to thank you for engaging us for professional legal services.

Very truly yours,

MICHAEL R. KLUCK & ASSOCIATES



Michael R. Kluck
Attorney at Law

MRK:rie

Michael R. Kluck & Associates is approved to perform legal services at the preferred client hourly rate set forth in this correspondence, commencing with the July 15, 2021 billing cycle.



Dated: July 6, 2021