



PROPOSED AGENDA
REGULAR MEETING OF THE CHARLOTTE CITY COUNCIL
111 E. Lawrence Ave, Charlotte, MI 48813 (517) 543-2750
7:00 P.M. Monday, April 04, 2022

Interested persons can participate in-person or via Zoom
Connect to Zoom from your computer, tablet, or smartphone
Website: <https://us02web.zoom.us/j/89889455753>
One tap mobile: +13126266799,,89889455753#
Telephone: (312) 626-6799 Webinar ID: 898 8945 5753

- 1. Call to Order**
- 2. Roll Call**
- 3. Invocation – Chuck Jenson, West Carmel Church**
- 4. Pledge of Allegiance**
- 5. Approval of Minutes**
 - a. March 21, 2022 Regular Council Meeting
 - b. March 28, 2022 Special Council Meeting
- 6. Absence of Council Members**
- 7. Public Comment - Limit presentation to five (5) minutes**
- 8. Approval of Agenda**
- 9. Consent Agenda**
 - a. Approval of Claims and Expenditures totaling \$250,978.23
 - b. Arbor Day Proclamation
- 10. Business Agenda**
 - a. Approval of Traffic Control Order # 22-01 (tabled March 21, 2022)
 - b. Review and consider acceptance of Purchase Offer for 220 W Shaw
 - c. Approval of General Liability & Property insurance renewal with Michigan Municipal League (MML)

- d. Approval of Crum & Forster insurance renewal for above ground storage tanks

11. Communications and Committee Reports

- a. City Attorney Report
- b. City Manager Report
- c. Councilmember Committee Reports
- e. Receive draft budget for FY 22-23

12. Public Comment - Limit presentation to five (5) minutes

13. Mayor and Council Comments

14. 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
March 21, 2022

CALL TO ORDER:

By Mayor Armitage on Monday March 21, 2022 at 7:00 p.m.

ROLL CALL:

Mayor Armitage, Mayor Pro-Tem Weissenborn, Council members Dyer, Rodriguez, Van Langevelde, Horvath and Lake. A quorum was met. Also in attendance were City Manager LaPere, Attorney Gillies and Deputy City Clerk Densmore.

INVOCATION:

None

PLEDGE OF ALLEGIANCE:

Led by Mayor Armitage

APPROVAL OF MINUTES:

March 07, 2022 Regular Meeting Minutes and March 10, 2022 Workshop Meeting Minutes

Motion by Lake supported by Van Langevelde to approved the March 07, 2022 & March 10, 2022 meeting minutes. Carried; Yea 7; Nay 0; Absent 0.

EXCUSE ABSENT MEMBERS:

None

PUBLIC HEARING:

- a. closeout of the Michigan Community Development Block Grant funding for the Beach Market renovation project

Mayor Michael Armitage opened the public hearing on the Beach Market CDBG Closeout Public Hearing at 7:01 p.m.

Community Development Director Bryan Myrkle spoke about the CDBG grant, reporting the following information:

- This is a required public hearing that provides an opportunity to summarize the project and give the public a chance to comment on the use of the grant funds, as well as any other aspect of the project.
- The hearing relates to Grant No. MSC-217052-ESB
- Community Development Block Grant funds of \$268,489.78 were used for the blight elimination and historic preservation portions of the project.
- Private matching funds of \$370,420.24 were used for the new construction elements of the project. These funds came from other grants and donations.
- Administration of the grant was performed by Revitalize, LLC, of Mason, Michigan. Administrative costs were \$18,920.00, also paid for by Community Development Block Grant funds.
- The project was a part of Governor Rick Snyder's Project Rising Tide initiative.
- No persons were displaced as a result of the project.
- Historic preservation goals were achieved.

- Documented blight has been deemed eliminated and certified as such through inspection by the Eaton County Construction Code Department.

No members of the public spoke during the public hearing.

Mayor Michael Armitage closed the public hearing at 7:04 p.m.

PUBLIC COMMENT:

Resident Connie Braden is concerned about the needs of seniors in regards to their special living needs and would like to see changes in building code to include these considerations when new construction, or redevelopment, et al, of senior housing occurs.

Resident Skyler Anderson mentioned his concerns in relation to parking restrictions at Sheldon and Laurence intersection.

APPROVAL OF AGENDA

It was agreed to change consent agenda items b and c to be moved to items a and b of the business agenda. Motion by Dyer supported by Weissenborn to approve the agenda with the noted change. Carried; Yea 7; Nay 0; Absent 0

CONSENT AGENDA:

- a. Approval of claims and expenditures totaling \$236,946.50
- b. Item moved to business agenda – item a
- c. Item moved to business agenda – item b

Motion by Weissenborn supported by Van Langevelde to approve the Consent agenda item a. Carried by unanimous roll call vote; Yea 7; Nay 0; Absent 0.

BUSINESS AGENDA:

- a. Approval of Traffic Control Order # 22-01

Motion to approve Traffic Control Order # 22-01 by Dyer supported by Weissenborn was withdrawn after brief discussion and the item was tabled for follow up at the next regular council meeting on April 18, 2022

- b. Approval of MDOT Performance Resolution for Municipalities

Motion to approve MDOT Performance Resolution for Municipalities by Dyer supported by Lake. Carried; Yea 7; Nay 0; Absent 0.

- c. Proposed Charter Amendment to eliminate Wards within the City.

Motion to approve sending proposal to amend city charter to eliminate wards within the city for a vote of the people by Dyer supported by Weissenborn. Carried; Yea 7; Nay 0; Absent 0.

- d. Proposed Charter Amendment to modify the Mayoral term to four years.

Motion to approve sending proposal to modify the Mayoral term to four years for a vote of the people by Van Langevelde supported by Dyer. Carried; Yea 7; Nay 0; Absent 0.

- e. Proposed Charter Amendment to move City Elections from Odd to Even years.

Motion to approve sending proposal to amend city charter to move city elections from odd to even years for a vote of the

people by Dyer supported by Weissenborn. Carried; Yea 6; Nay 1 (Dyer); Absent 0.

- f. Establishing a citizen's advisory board for conducting public engagement on water infrastructure improvements.

Motion to approve establishing a citizen's advisory board for conducting public engagement on water infrastructure improvements by Van Langevelde supported by Dyer. Carried; Yea 4 (Horvath, Van Langevelde, Weissenborn, Dyer); Nay 3 (Armitage, Lake, Rodriguez); Absent 0.

COMMUNICATIONS AND COMMITTEE REPORTS:

- a. City Attorney report was received.
- b. City Manager report was received. LaPere mentioned Planning Commission Training Tue. 3/29/22 at 6 p.m.; Feb. Revenue and Expense report; 2021 Water Quality Report; Spring Leaf and Brush Pick-up; Local Business Grant Opportunities; Assistance Programs; MI Water Navigator Program; FY 22-23 Budget; and Rave Alerts.
- c. Resident letter from Thomas Potter regarding a zoning issue in his neighborhood at E. Lovett St. and Pleasant Streets, signed by several other residents in the area. Armitage mentioned that his concerns can be included in budget discussions when considering funding for the Master Plan.
- d. Councilmember Committee Reports, No reports

PUBLIC COMMENTS:

Volunteer Firefighter (VFF) Ron Smith addressed Council, speaking on behalf of the 23 volunteer firefighters, he read a list of grievances against the City, they collectively and immediately resigned their positions as volunteer firefighters.

MAYOR AND COUNCIL COMMENTS:

Van Langevelde; No comment.

Rodriguez; No Comment.

Weissenborn; Attended the ribbon cutting ceremony at the opening of the CPS agricultural learning center. Thanked community for supporting the bond to make it happen.

Dyer; No comments.

Horvath; Has no history on the issue.

Armitage; The mayor, in light of the mass resignation of the VFF spoke directly to the residents of the City of Charlotte to let them know he was not aware of any such pending action of the VFF and assured them that fire services will continue to be given by our full-time fire department with the aid of surrounding departments.

ADJOURNMENT:

Motion by Dyer, supported by Weissenborn to adjourn the meeting at 8:25 p.m. Carried; Yea 7; Nay 0; Absent 0.

Mayor Armitage

Mikayla Densmore, Deputy City Clerk

CITY OF CHARLOTTE COUNCIL PROCEEDINGS
111 E. Lawrence Ave., Charlotte, MI 48813 (517) 543-2750
Special Council Meeting
March 28, 2022

CALL TO ORDER:

By Mayor Armitage on Monday March 28, 2022 at 7:00 p.m.

ROLL CALL:

Mayor Armitage, Mayor Pro-Tem Weissenborn, Council members Dyer, Rodriguez, Van Langevelde, Horvath and Lake. A quorum was met. Also in attendance were City Manager LaPere, Attorney Hitch via Zoom, and City Clerk LaRocque.

PLEDGE OF ALLEGIANCE:

Led by Mayor Armitage

ABSENCE OF COUNCIL MEMBERS:

All present

APPROVAL OF AGENDA

Motion to approve the special meeting agenda by Weissenborn supported by Dyer. Carried, Yea 7; Nay 0, Absent 0.

DISCUSSION ON RESIGNATION OF THE VOLUNTEER FIREFIGHTERS:

Meeting opened with the Mayor explaining the reason for the special meeting and introducing Attorney Hitch who gave context to the relationship between Council, the City Manager, and City employees as outlined in the City charter.

Volunteer Firefighter (VFF), Ron Smith, Chief of the VFF, addressed Council, listing several experiences beginning in 2020 until today, of interactions with or by the Mayor, City Council and City Administration that have caused the VFF group to feel there is a disconnect between City and VFF.

Smith, on behalf of VFF offered a community apology for the abrupt resignation that left the City vulnerable lacking adequate fire protection. A promise this will never happen again and has implemented ways for better communication between the VFF and the City

PUBLIC COMMENTS:

Approximately 60 or so city residents attended the meeting in person (including VFF) in support of the VFF and several voiced opinions in favor including; Mary Maine, Jody Pruden; Tony Pruden; Allison Newman; Mark Pellegrino; Dan Daly reading an excerpt written by Jessica Droscha; Kim Pruden; Tim Burk; Rob Herig (Eaton Twp.); Linda Newman; Jeff Christiansen; Aaron; Steve Passic; Zack Story; and Teresa Hart (Carmel Twp.) who voiced support for the Mayor.

MAYOR AND COUNCIL COMMENTS:

Van Langevelde; offered her history of working in public service and is dedicated to making Charlotte safe, called upon the community to work together. Supports VFF to return to service.

Lake; has a history of friendship and memories with members of the VFF and has spent 15 plus hours working with VFF to understand issues and offer his support to them. Supports VFF to return to service.

Rodriguez; seeks understanding before speaking. Supports the ability of the Mayor to speak. Supports VFF to return to service.

Horvath; Thanked all attendees, thanked VFF and praised Chief Vogel. Called for resignations of Mayor Armitage and City

Manager LaPere citing lack of trust. Supports VFF to return to service.

Weissenborn; Thanked all attendees, apologized if her prepared comments given at the March 21 Council meeting were deemed disrespectful by not recognizing the abrupt mass resignation, she was not prepared to comment on actions she was surprised at. She voiced her concerns about the serious position VFF put the City in by resigning in the manner they did. Supports VFF to return to service.

Dyer; Despite the limitations of council (as outlined in City Charter and explained by Hitch) to resolve the issue by taking action with a decision to reinstate the VFF, he would like Council to offer direction to the City Manager for a resolution to reinstate the VFF. Supports VFF to return to service.

LaPere; Thanked attendees and will consider the public perspectives given, along with the VFF concerns, and public apology, to help her formulate a path of moving forward. Wants VFF to understand the seriousness of leaving the city without adequate emergency coverage and needs assurances this will never happen again. She believes all issues are fixable problems. She understands the urgency of needing a quick resolution but is not prepared to make a statement at this time. Supports VFF to return to service.

Armitage; He believed most of the VFF issues given by Smith had been addressed properly and were behind them. He apologized if efforts to obtain answers were taken as accusatory against the CFD/VFF. During discussion with Chief Vogel, it was explained to him present issues were with the Rural Fire Assn. (RFA). Armitage is open, responsive, and listening, he wants resolution to this issue. He explained that his comments at the March 21 meeting, after the mass resignation were an attempt to reassure the public a plan will be put in place, not that he prefers to replace VFF. Supports VFF to return to service.

ADJOURNMENT:

Motion by Rodriguez, supported by Horvath to adjourn the meeting at 8:40 p.m. Carried; Yea 4 (Horvath, Rodriguez, Weissenborn, Armitage); Nay 3 (Van Langevelde, Lake, Dyer).

Mayor Armitage

Mary LaRocque, City Clerk

— THE CITY OF —
CHARLOTTE
— MICHIGAN —

Memo

To: Honorable Mayor Armitage, City Council
From: Mary LaRocque, City Clerk
Date: March 30, 2022
Re: Claims and expenditures for Council Meeting April 4, 2022

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.

Financial Impacts

Insurance claims week of March 21, 2022	\$ 1,400.27
Insurance claims week of March 28, 2022	\$ 1,162.00
Payroll paid Friday March 25, 2022	\$ 92,677.38
Invoiced claims as of March 30, 2022	<u>\$155,738.58</u>
Total	<u>\$250,978.23</u>

Suggested Motion

City Council approves Claims and Expenditures in the amount of **\$250,978.23**

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INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF CHARLOTTE
INVOICE ENTRY DATES 03/17/2022 - 03/30/2022
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Vendor Code	Vendor Name	Invoice	Description	Amount
01687	ABC FASTENER GROUP INC			
		A459078	MINI-SERIES ALL ST H/C (B-HS)	4.95
		A459241	LUMEN RECHARGEABLE BATTERIES	24.99
		INV61156	GALV U-CHANNEL POST	384.00
TOTAL FOR: ABC FASTENER GROUP INC				413.94
01678	ADVANCE AUTO PARTS			
		5565208767795	DEF FLUID	194.12
TOTAL FOR: ADVANCE AUTO PARTS				194.12
01674	AIS CONSTRUCTION EQUIPMENT			
		F27995	BULB, SWITCH, BATTERY CABLES	368.73
		F28929	SENSORE TEMP, O RING	32.48
TOTAL FOR: AIS CONSTRUCTION EQUIPMENT				401.21
01669	ALRO STEEL CORPORATION			
		CCK6884LZ	WALL TUBING	163.30
TOTAL FOR: ALRO STEEL CORPORATION				163.30
01764	AMAZON CAPITAL SERVICES			
		1DHK-YQ4C-6WXD	CORDLESS IMPACT WRENCH	279.42
		1G97-DQ7D-FC19	TONER CARTRIDGE REPLACEMENT FOR BROTHERTN-433	125.78
		1RJG-7PWV-6YWF	ADDRESS LABELS	47.98
TOTAL FOR: AMAZON CAPITAL SERVICES				453.18
01635	AT&T LONG DISTANCE			
		517543228803	AIRPORT MODEM LINE	382.17
		517543839603	INTERNET CITY HALL MAIN LINE	743.94
		517543887403	DPW CALLOUT	53.14
TOTAL FOR: AT&T LONG DISTANCE				1,179.25
01629	AVERY OIL & PROPANE, INC			
		713406	PROPANE	1,645.95
TOTAL FOR: AVERY OIL & PROPANE, INC				1,645.95
01608	BARYAMES CLEANERS			
		BN1615 - 03/16/2	DRYCLEANING - FIRE	169.90
		BN1616 - 03/16/2	DRYCLEANING	186.50
TOTAL FOR: BARYAMES CLEANERS				356.40
01599	BELL EQUIPMENT			
		P05970	PARTS	401.48
TOTAL FOR: BELL EQUIPMENT				401.48
01584	BIOTECH AGRONOMICS			
		3029	LOAD, TRANSPORT, LAND APPLICATION OF BIOSOLIDSFR	25,079.00
TOTAL FOR: BIOTECH AGRONOMICS				25,079.00
01578	BOBCAT OF LANSING			
		P54677	BRUSH GUTTER	723.24
TOTAL FOR: BOBCAT OF LANSING				723.24
MISC	BRIANNA TRUAX			
		03/25/2022	UB refund for account: 15075	70.00
TOTAL FOR: BRIANNA TRUAX				70.00

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Vendor Code	Vendor Name	Invoice	Description	Amount
01555	BYRUM ACE HARDWARE			
		175230	TUBE BRAID 5/8 X 7/8	38.87
		175683	BLADE CUTOFF METAL, COAT/HAT HOOK	20.42
		175821	WALLPLATE	7.16
		175905	12PK BATTERY	13.99
		175982	FASTENERS	5.04
		176191	WINDSHIELD WASH	9.18
		176785	CULTIVATOR WOOD ACE	23.99
		177190	RAKE	23.98
		177230	FASTENERS	11.94
		177349	FLEX SEAL LIQID	38.37
		178106	CASTER PLATE	79.96
		178293	ACRYLIC SHEET	47.98
TOTAL FOR: BYRUM ACE HARDWARE				320.88
01553	C&C LANDFILL			
		5007-000018790	STREET SWEEPINGS	8,090.54
TOTAL FOR: C&C LANDFILL				8,090.54
01882	CALEDONIA FARMERS ELEVATOR			
		423967	TIRE LABOR,TIRE BALANCING COMPOUND	83.40
		424344	22590D16 ADVANCE LRG	372.95
TOTAL FOR: CALEDONIA FARMERS ELEVATOR				456.35
01547	CANON FINANCIAL SERVICES, IN			
		28245818	CONTRACT CHARGE 03/01/2022 -03/31/2022	253.73
TOTAL FOR: CANON FINANCIAL SERVICES, IN				253.73
01910	CGS, INC.			
		4751	TRAINING-CONFINED SPACE TRAINING	1,911.53
TOTAL FOR: CGS, INC.				1,911.53
01522	CHARLOTTE AIR SERVICES LLC			
		03/15/2022	FUEL FLOWAGE	38.73
		03/15/2022H	HANGAR MANAGEMENT SERVICES/FEBRUARY	360.00
TOTAL FOR: CHARLOTTE AIR SERVICES LLC				398.73
01513	CHARLOTTE INSURANCE			
		364069	AIRPORT OWNERS & OPERATORS LIABILITY RENEW POL	7,345.00
TOTAL FOR: CHARLOTTE INSURANCE				7,345.00
01512	CHARLOTTE LITHOGRAPH			
		129244	BUISNESS CARDS	97.55
TOTAL FOR: CHARLOTTE LITHOGRAPH				97.55
01489	CMP DISTRIBUTORS INC			
		70350	GLOCK 48, SEMI AUTP PISTOL	567.90
		70412	ARMOR EXPRESS VORTEX CONCEALABLE BALLISTIC VES	915.00
TOTAL FOR: CMP DISTRIBUTORS INC				1,482.90
01884	DAN DALY			
		03/22/2022	MILEAGE REINBURSEMENT FOR PLAN REVIEW	169.04
TOTAL FOR: DAN DALY				169.04

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Vendor Code	Vendor Name		Amount
	Invoice	Description	
01429	DELAU FIRE & SAFETY INC		
	362556	TRIP CHARGE, HYDROSTATICALLY TEST CASCADW TANK	420.00
TOTAL FOR: DELAU FIRE & SAFETY INC			420.00
01428	DELTA DENTAL PLAN OF MICHIGAN		
	TIS000456888	APRIL BILLING PERIOD	4,364.20
TOTAL FOR: DELTA DENTAL PLAN OF MICHIGAN			4,364.20
01423	DETROIT SALT		
	SI22-15481	ROCK SALT	7,510.35
	SI22-15507	SALT	5,068.97
TOTAL FOR: DETROIT SALT			12,579.32
01394	EATON COUNTY FIRE TRAINING		
	22003	FIRE INSTRUCTOR COURSE	250.00
TOTAL FOR: EATON COUNTY FIRE TRAINING			250.00
01392	EATON CUSTOM SEWING		
	1278	REPAIRS	135.00
	1279	SS SCISSOR SNAPS 1"	33.00
TOTAL FOR: EATON CUSTOM SEWING			168.00
01402	EJ USA INC		
	110220017564	EJ 5BR250 HYD 6'0" MJ-2DTP	23,893.30
TOTAL FOR: EJ USA INC			23,893.30
01375	ELHORN ENGINEERING COMPANY		
	291730	REPAIRED PUMP	34.03
TOTAL FOR: ELHORN ENGINEERING COMPANY			34.03
00932	ERIC ROGERS LLC		
	27795	10 OF 10 PAYMENTS FOR DDA SNOW REMOVAL	1,180.00
TOTAL FOR: ERIC ROGERS LLC			1,180.00
01939	ESO SOLUTIONS, INC.		
	ESO-75980	INSPECTER-APP-LEVEL 3, GOOGLE MAPS ADD-ON	668.91
TOTAL FOR: ESO SOLUTIONS, INC.			668.91
01365	ETNA SUPPLY		
	S104421106.003	CF34-77NL-FORD 2 FLG METER X	1,304.00
	S104471179.001	SOFT COIL	2,489.60
TOTAL FOR: ETNA SUPPLY			3,793.60
01964	FERGUSON ENTERPRISES, LLC # 2000		
	6155826	FILTERS	100.12
TOTAL FOR: FERGUSON ENTERPRISES, LLC # 2000			100.12
01322	GALE BRIGGS, INC.		
	80312	PEASTONE	471.95
TOTAL FOR: GALE BRIGGS, INC.			471.95
01962	GOOD YEAR		
	158-1129649	TIRES	1,558.32
	158-1129776	2 22.5 CUS RECON HUBPILOT WHL-GY	65.00
TOTAL FOR: GOOD YEAR			1,623.32

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01308	GRAINGER PRODUCTS	9237773438	COUPLER,PUMP, INLINE STRAINER	294.90
TOTAL FOR: GRAINGER PRODUCTS				294.90
01301	GUNTHORPE MECHANICAL	23567	CSD1 TESTING ON BOILER # 2 WASTE WATER TREATME	350.00
TOTAL FOR: GUNTHORPE MECHANICAL				350.00
01438	HASSEL FREE FUELS	CFSI-6927	FUEL	3,213.83
		CFSI-6972	FUEL	949.27
TOTAL FOR: HASSEL FREE FUELS				4,163.10
01272	HESCO	2213515	COPCO ANNUAL MAINTENANCE	1,000.00
TOTAL FOR: HESCO				1,000.00
01252	INDEPENDENT BANK	5867-01/13/2022	JANUARY 2022	4,172.70
		5867-12/14/2021	DECEMBER 2021	1,788.70
TOTAL FOR: INDEPENDENT BANK				5,961.40
00838	IRON HORSE EXCAVATION LLC.	21-525	PROJECT 316 JOHN ST	2,964.87
		21-526	PROJECT- 510 S COCHRAN	3,550.23
		21-527	PROJECT- 416 RAIL RD ST	2,643.40
TOTAL FOR: IRON HORSE EXCAVATION LLC.				9,158.50
01242	JACK DOHNEY COMPANIES, INC	155746	VIDEO INTERCONNECT STRAIGHT	139.00
TOTAL FOR: JACK DOHNEY COMPANIES, INC				139.00
01199	KIMBALL MIDWEST	9747810	PARTS ,FASTENER ,	561.40
TOTAL FOR: KIMBALL MIDWEST				561.40
01186	LANSING SECURITY & LOCKSMITH	20220347	REPLACED DOOR	2,420.05
TOTAL FOR: LANSING SECURITY & LOCKSMITH				2,420.05
01182	LANSING UNIFORM CO.	92179-A	MEDAL OF HONOR, BRONZE STAR, MEDAL OF VALOR	569.15
TOTAL FOR: LANSING UNIFORM CO.				569.15
01173	LEA'S AUTO BODY	5225	2021 TAHOE, OIL CHANGE	69.17
		5235	2021 TAHOE REPAIR , PADS ROTORS	1,241.93
TOTAL FOR: LEA'S AUTO BODY				1,311.10
01958	MARY LAROCQUE	03292022	CMC CERTIFICATE PROGRAM	50.00
TOTAL FOR: MARY LAROCQUE				50.00

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Vendor Code	Vendor Name	Invoice	Description	Amount
01144	MATAI			
		MARCH 16	MEMBERSHIP RENEWAL DUES, ROB ANTCLIFF	40.00
TOTAL FOR: MATAI				40.00
01134	MCMaster-CARR SUPPLY CO			
		74357051	LONG LIFE BAND SAW BLADE,,BAND SAW BLADE FOR S	201.25
TOTAL FOR: MCMaster-CARR SUPPLY CO				201.25
01102	MICHIGAN COMPANY			
		0000298-876429	2 PLY TISSUE, WHITE TOWELS	204.53
TOTAL FOR: MICHIGAN COMPANY				204.53
01048	MUNICIPAL SUPPLY COMPANY			
		INV79246	SOFT COPPER	1,432.00
TOTAL FOR: MUNICIPAL SUPPLY COMPANY				1,432.00
01027	NEW PIG CORPORATION			
		23591611-00	OIL ABSORBING PRODUCTS	1,106.59
		23591614-00	OIL SAFE CONTAINER,OIL SAFE LID	189.74
TOTAL FOR: NEW PIG CORPORATION				1,296.33
01021	NORTHERN SAFETY CO., INC.			
		904736123/102852	NITRILE GLOVES,OINTMENT,BANDAIDES	219.02
		904742073/102520	FABRIC KNUCKLE BANDAGES	9.48
TOTAL FOR: NORTHERN SAFETY CO., INC.				228.50
00964	QUILL CORP.			
		23574616	OFFICE SUPPLIES	103.40
		23587094	BLUE SHOE COVERS	45.99
		23853739	SUPPLIES	254.76
TOTAL FOR: QUILL CORP.				404.15
00926	ROWE PROFESSIONAL SERVICES CO			
		0102436	PROJECT 21W0064, HALL STREET RECONSTRUCTION	6,737.50
TOTAL FOR: ROWE PROFESSIONAL SERVICES CO				6,737.50
00918	SAFETY SERVICES			
		79188	22-MSA SERVICE	170.00
TOTAL FOR: SAFETY SERVICES				170.00
00865	SPENCER MANUFACTURING INC			
		15685	UNDERBODY LIGHTS	212.78
TOTAL FOR: SPENCER MANUFACTURING INC				212.78
00861	STANDARD LIFE INSURANCE CO			
		2022 APRIL	2022 APRIL	1,506.49
TOTAL FOR: STANDARD LIFE INSURANCE CO				1,506.49
01108	STATE OF MICHIGAN			
		220000000783	PROJECT B-26-0018-2317	65.49
TOTAL FOR: STATE OF MICHIGAN				65.49
01963	STOP STICK, LTD			
		0024073-IN	9' STOP STICK	483.00
TOTAL FOR: STOP STICK, LTD				483.00

03/30/2022 11:15 AM
User: CKOENIG
DB: Charlotte

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF CHARLOTTE
INVOICE ENTRY DATES 03/17/2022 - 03/30/2022
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: POOL

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Vendor Code	Vendor Name	Invoice	Description	Amount
00086	SUPERIOR SIGNALS, INC.	18466208	TRAFFIC ARROWS	728.85
TOTAL FOR: SUPERIOR SIGNALS, INC.				728.85
00837	TEAM ONE	338527	OIL CHANGE, TIRE ROTATION	94.31
TOTAL FOR: TEAM ONE				94.31
01892	TERESA MOSS	03302022	SPRING CLEANING CAMP FRANCES	150.00
TOTAL FOR: TERESA MOSS				150.00
01536	THE PARTS PLACE	225893	BULBS	12.36
		225952	OIL FILTER, SYNTHETIC OIL	61.68
		225995	CONNECTOR	13.49
		226028	SYNTHETIC OIL	359.88
		226461	WATER PUMP, THERMOSTAT	129.68
		226465	WATER OUTLET GASKET	8.99
		226546	BATTERY, CORE DEPOSIT	319.98
		226697	SOCKET TRAY	29.98
TOTAL FOR: THE PARTS PLACE				936.04
00822	TIMS AUTO REPAIR	03252022	REPLACED BOTH LEFT SIDE BATTERY TERMINALS	90.00
TOTAL FOR: TIMS AUTO REPAIR				90.00
01466	TODD COTTER	03/15/2022	AIRPORT MANAGEMENT FEE, FEBRUARY PAYMENT	833.33
TOTAL FOR: TODD COTTER				833.33
00820	TRACE ANALYTICAL LABORATORIES	2030364	STREET SWEEPINGS	270.75
		2030627	WATER QUALITY SAMPLES	89.25
TOTAL FOR: TRACE ANALYTICAL LABORATORIES				360.00
00791	USA BLUE BOOK	899832	REPLACEMENT TEST TUBES	310.63
TOTAL FOR: USA BLUE BOOK				310.63
00778	VISION SERVICE PLAN	814434961	2022 MARCH	471.10
		8144349985	MARCH, 2022	701.98
		814663140	2022 APRIL	471.10
		APRIL 2022	APRIL 2022	735.59
TOTAL FOR: VISION SERVICE PLAN				2,379.77
00756	W L CONSTRUCTION SUPPLY, INC	30689	X-TREME HYBRID COMBO DIAMOND BLADE	437.34
TOTAL FOR: W L CONSTRUCTION SUPPLY, INC				437.34
00773	WATERWORKS SYSTEMS & EQUIPMENT	10315	THERMAL BYPASS SHUT-OFF VALVE FUSIBLE ELEMENT,	1,715.00
TOTAL FOR: WATERWORKS SYSTEMS & EQUIPMENT				1,715.00

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INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF CHARLOTTE
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Vendor Code	Vendor Name		
	Invoice	Description	Amount
01798	WEILER EXCAVATION LLC		
	2193	703 W HENRY ST, WATER SERVICE REPLACEMENT	4,168.00
	2194	301 N NOSTWICK, WATER SERVICE REPLACEMENT	2,568.00
TOTAL FOR: WEILER EXCAVATION LLC			6,736.00
00766	WEST SHORE SERVICES, INC		
	29816	JOB # 6221052 SIREN SERVICE	282.00
TOTAL FOR: WEST SHORE SERVICES, INC			282.00
00752	WOLVERINE POWER SYSTEMS		
	0227619-IN	SVC JOB 0683596	455.00
	0227854-IN	OIL FILTER-GENERAC, OIL FILTER	115.82
TOTAL FOR: WOLVERINE POWER SYSTEMS			570.82
TOTAL - ALL VENDORS			155,738.78
PAYMENT TYPE TOTAL			
	Paper Check		148,598.13
	EFT Transfer		7,140.65

Independent Bank - Commercial Credit Card Charge detail - DECEMBER, 2021					
EMPLOYEE	DATE	VENDOR	DESCRIPTION	ACCOUNT #	AMOUNT
E LaPere	11/19/2021	Web*Networksolution	city website domain renewl - 3y	666-228.000-749.000	\$122.97
	12/2/2021	Zazzle Inc.	Cheri name badge	101-230.000-731.0	\$9.90
			Subtotal		\$132.87
R Vogel	11/18/2021	PayPal	MFIS Membership Dues	206-350.000-735.000	\$30.00
	11/26/2021	Galls	Trauma Kit	206-350.000-733.000	\$217.28
	11/26/2021	Promedcert	CPR Recertification	206-350.000-735.000	\$35.00
	12/13/2021	WPSG, Inc.	Fusion Pro Structural Glove	206-350.000-733.000	\$115.47
			Subtotal		\$397.75
T Fullerton	11/17/21	CVS	Large Band-Aids	206-350.000-738.000	\$11.21
	11/29/2021	The Home Depot	Dewalt Combo Tool Kit	206-350.000-741.000	\$399.00
	12/1/2021	The Home Depot	Dewalt Blower	206-350.000-738.001	\$249.00
	12/10/2022	Firepenny	Sprinkler head stops	206-350.000-738.000	\$140.00
	12/13/2021	ElevatorKeys DotCom	Elevator Key Sets	206-350.000-738.000	\$241.51
			Subtotal		\$1,040.72
M Griffith	11/19/2021	Michigan Water Environ	MWEA Membership - Matt Griffith	510-610.000-735.000	\$77.00
	12/9/2021	Wal-Mart	Misc. office supplies	510-631.000-731.000	\$20.76
			Subtotal		\$97.76
P. Brentar	12/10/2021	FedEx	Shipping of evidence	101-300.000-732.000	\$9.50
			Subtotal		\$9.50
A. Smith	11/19/2021	TSC	601-712-000-731		\$55.10
	12/9/2021	MTU-Cashiers	202-520-000-748		\$55.00
			Subtotal		\$110.10
			Total		\$1,788.70

Independent Bank - Commercial Credit Card Charge detail - JANUARY 2022

EMPLOYEE	DATE	VENDOR	DESCRIPTION	ACCOUNT #	AMOUNT
E LaPere	12/23/2022	Speedway	Code Enforcement Fuel	101-230-000-731.	\$40.12
	1/13/2022	Speedway	Code Enforcement Fuel	101-230-000-731.	\$35.26
			Subtotal		\$75.38
A Gilson	12/30/2022	Charlotte Altogas	CARA Propane	500-841000731000	\$106.51
			Subtotal		\$106.51
T Fullerton	12/31/21	Paypal	T.Fullerton NFPA Plan Review	206-350.000-748.000	\$700.00
			Subtotal		\$700.00
M Griffith	1/11/2022	Michigan water Environmental	Matt Griffith - Asset Mngt. Seminar	510-610-748.000	\$150.00
	1/11/2022	Michigan water Environmental	Jim Saldana / Chris Arras Training	510-631-748.000	\$250.00
	1/12/2022	Michigan rural water	Matt Mitschke Training	510-631-748.000	\$195.00
			Subtotal		\$595.00
S Perry	1/10/2022	Michigan Water Environmental	Conference Scott	510-610-748-000	\$365.00
	1/11/2022	Bavarian Inn Motor	Conference Scott	510-610-748-000	\$90.95
			Subtotal		\$455.95
A. Smith	12/15/2022	federal flags	Flag pole lights	101-825-731-000 & 601-713-731-000	\$395.90
	12/16/2022	Midwest unlimited llc	Hard hat	510-651-731-000	\$176.67
	12/20/2022	Midwest unlimited llc	Hard hat	510-651-731-000	\$192.06
	12/20/2022	Lift safety	Hard hat	510-651-731-000	\$246.45
	12/21/2022	Midwest unlimited llc	Hard hat	510-651-731-000	\$192.06
	12/22/2022	Lift safety	Hard hat	510-651-731-000	\$223.39
	12/22/2022	Lift safety	Hard hat	101-452-731-000	\$223.39
	12/28/2022	HTTPS	Fork lift certificates	500-841-731-000	\$58.72
	1/3/2022	zoro tools	Hard hat	101-452-731-000	\$68.59
	1/4/2022	Lift safety	Hard hat	101-452-731-000	\$211.27
	1/5/2022	Lift safety	Hard hat	101-452-731-000	\$211.27
	1/11/2022	Fire Hose Direct	Hose coupling	601-712-731-000	\$40.09
			Subtotal		\$2,239.86
			Total		<u>\$4,172.70</u>

**CITY OF CHARLOTTE
PROCLAMATION 2022-01**

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, the City of Charlotte has been recognized as a Tree City USA by the National Arbor Foundation and desires to continue its tree planting practices, by planting a tree at the Charlotte Public Schools; and

NOW THEREFORE, the City Council of the City of Charlotte, Michigan does hereby proclaim Friday, April 29, 2022 as ARBOR DAY in the City of Charlotte and urges all citizens to celebrate Arbor Day; and

FURTHER, the City Council of the City of Charlotte, Michigan urges all citizens to plant trees to gladden the heart and promote the wellbeing of this and future generations.

The foregoing proclamation was presented by _____ and supported by _____ for approval with the following vote ; Yea (___); Nay (___); Absent (___).

Michael Armitage, Mayor

**Charlotte Police
Department**

Memo

To: Erin LaPere, City Manager
From: Paul Brentar, Chief of Police
Date: 03-15-2022
Re: Traffic Control Order # 22-01

As provided in the Uniform Traffic Code, I hereby authorize the placement of "No Stopping, Standing, or Parking Signs" on the east side of South Sheldon St. from Lawrence Ave for 100 feet to the south. The purpose of these signs will be to provide greater visibility and safety for the intersection of Sheldon St. and Lawrence Ave, and will also assist in keeping the intersection plowed better by the DPW.

Sheldon St. is used as a detour route for special events throughout the year such as Frontier Days, Charlotte Celebrates, and other parades. There is currently "no parking" on the west side of the street but adding this small area on the east side of the street is necessary for increased visibility and safety.

This order is authorized under section 257.942, Sec. 2, (c), (f), (g), and (i) of the Michigan Vehicle Code by reference. Any previous traffic control orders conflicting with this order are hereby rescinded and superseded.

This order becomes effective immediately once the signs have been changed.

Paul M. Brentar

Chief of Police

Approved by Council (if applicable) (Date) _____

Copy to City Clerk (Date) _____

Copy to DPW Director (Date) _____



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



Offer Date: March 21st, 2022

Selling Office: Real Estate Warehouse L.L.C. Selling Broker #: 1014

Selling Broker License #: 6505361118

Selling REALTOR®: Todd G Trowbridge Jr License #: 6502361119

Selling REALTOR®'s Email Address: ttrowbridge795@yahoo.com

Selling REALTOR®'s Phone: 517-543-1119 facsimile: 517-543-1171

Listing Office: N/A Listing Broker #: _____

Listing Broker License #: _____

Listing REALTOR®: _____ License #: _____

Listing REALTOR®'s Email Address: _____

Listing REALTOR®'s Phone: _____ facsimile: _____

BUYER offers to purchase from SELLER the following:

- PROPERTY** situated in the City of Charlotte Twp. of Charlotte City
County of Eaton Michigan,
located at: 220 W Shaw 48813
and legally described as:
LOTS 19 & 20 EXCEPT E 177 FEET, S.P. JONES ADD, CITY OF CHARLOTTE

MLS #(s) N/A Permanent Parcel #(s): 200-056-800-205-00

Subject to any existing building and use restrictions, zoning ordinances, and easements, if any. The Property includes all buildings; GAS, OIL, AND MINERAL RIGHTS OWNED BY SELLER; all attached fixtures such as carpeting and linoleum; mirrors; complete lighting and fan fixtures; window treatment hardware/rods; window shades, curtains, and blinds; screens, storm windows and doors; stationary laundry tubs; heating and air conditioning equipment; water heater, water softener (unless rented), water pump and pressure tank; sump pump; satellite dish and controls; garage door opener and controls; attached work benches; all attached shelving; stationary outdoor grills; all support equipment for in-ground pools; detached storage buildings; fireplace doors and screens; built-in appliances; mail box; all plantings; underground sprinkling system, water pumps and timers; fences; awnings; basketball hoop; outdoor play equipment; fuel (unless metered) and fuel tanks (unless rented).

EXCEPTIONS OR ADDITIONS:
N/A

- PRICE:** The purchase price will be \$ 7,000.00.
(Seven Thousand Dollars)

3. A. This offer

☒ is NOT Contingent upon the Sale or Close of another property

☐ IS contingent upon the Sale and Close of _____

☐ IS contingent upon the Close of _____

B. OTHER PROVISIONS:

BUYER'S initials DB / LB Date 03/21/2022 SELLER'S initials _____ / _____ Date _____



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



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220 W Shaw

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B. OTHER PROVISIONS CONTINUED:

Contingent on verifying with public works, to hook up water and sewer.

4. **METHOD OF PAYMENT:** ALL MONIES MUST BE PAID IN U.S. FUNDS IN THE FORM OF CERTIFIED CHECK, CASHIER'S CHECK, OR BANK TRANSFER. The purchase will be completed by the following method:

☒ **CASH.** The full purchase price upon delivery of a warranty deed

☐ **NEW MORTGAGE.** The full purchase price upon delivery of a warranty deed. This Agreement is contingent on BUYER'S ability to obtain a _____ year mortgage in the amount of \$ _____ or _____ % of the sale price

☐ BUYER will formally apply for loan within _____ business days after SELLER'S acceptance of this Agreement.

☐ BUYER has formally applied for a mortgage loan and is conditionally preapproved.

If BUYER fails to deliver to SELLER acceptable evidence of formal loan approval for the above designated property on or before _____ SELLER may cancel this Agreement. Sale will be completed upon delivery of a warranty deed.

☐ **LAND CONTRACT** (BUYER and SELLER to sign a Greater Lansing Association of REALTORS® Land Contract current version, or other form specified here: _____). BUYER will pay a \$ _____ down payment and monthly installments (principal and interest) of \$ _____ or more, including annual interest of _____ %, beginning _____ days after Closing; and in addition:

☐ 1/12 of SELLER'S estimate of annual real estate taxes and insurance will be paid by BUYER each month by: _____ add back _____ escrow;

OR

☐ Real estate taxes and insurance will be paid by BUYER.

BUYER will pay the entire balance within _____ years after Closing.

☐ **MORTGAGE ASSUMPTION or LAND CONTRACT ASSIGNMENT.** Provided that mortgage or land contract is assumable by BUYER:

☐ Delivery of Warranty deed subject to BUYER'S ☐ Formal ☐ Informal Assumption of existing mortgage

OR

☐ Assignment of SELLER'S interest in land contract.

BUYER to pay the difference of approximately \$ _____ between purchase price and balance of mortgage/land contract and to assume responsibility for monthly payments of \$ _____ including interest at _____ % yearly, which is _____ fixed _____ variable. BUYER WILL REIMBURSE SELLER FOR ANY FUNDS HELD IN ESCROW.

5. **SELLER CONCESSIONS:**

☐ SELLER agrees to pay up to _____ % of the purchase price or up to \$ _____ dollars at the closing to be used toward any of the following: BUYER'S closing costs, discount points, home warranty, or any other costs that conform with lender guidelines.

☒ No SELLER Concessions requested.

BUYER'S initials DB / LB Date 03/21/2022 SELLER'S initials _____ / _____ Date _____

InstantFORMS®



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



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6. **PRORATED ITEMS:** Rents, association fees, insurance (if assigned) as well as interest on any existing land contract, mortgage, water and sewer bills or other lien assumed or to be paid by the BUYER, will be prorated to the date of Closing.

ADDITIONAL ITEMS:

7. **ASSESSMENTS:** (Defined as one-time unique charge from Tax Authority with an end balance) All special assessments for the property which have become a lien on the property on or before the date of Closing, shall be paid by the SELLER, provided, however, that in the event a special assessment is payable in installments, current and future installments shall be

☐ paid by BUYER.

☒ paid in full by SELLER at closing;

EXCEPTIONS: N/A

*Special Assessments are not items like street lights, Fire Department, or items that may be ongoing with no end balance .

8. **PROPERTY TAXES WILL BE TREATED AS IF THEY COVER THE CALENDAR YEAR** in which they are first billed. TAXES first billed in years prior to year of Closing will be paid by SELLER without proration. TAXES first billed in the year of Closing will be prorated using the tax bill amounts less any assessments included in the tax bills so that SELLER will pay taxes from the first of the year through the day prior to Closing date; and BUYER will pay taxes for the balance of the year, including the date of Closing. If any bill for Taxes is not issued as of the date of Closing, the then current taxable value and tax rate and any administrative fee will be substituted and prorated.

9. **A. INSPECTIONS**

☐ This offer is contingent upon satisfactory inspection(s) of the property, including but not limited to:

☐ plumbing ☐ heating ☐ electrical ☐ structural ☐ pest ☐ radon ☐ other _____,

at BUYER'S expense, by licensed contractor(s) and/or inspector(s) of BUYER'S choice. If the property is damaged as a result of the inspection or testing, BUYER assumes responsibility to restore the property to its former condition or to compensate SELLER accordingly.

BUYER has _____ business days after this Agreement is fully executed to obtain the inspections (the "Inspection Period"). Upon expiration of the Inspection Period, BUYER shall have three (3) business days to remove all Inspection contingencies; request a price reduction; request that SELLER make certain repairs; or cancel the Purchase Agreement (with BUYER's earnest money deposit to be returned in full). If BUYER does not request a price reduction or repairs during the three (3) business day period, the Purchase Agreement is fully enforceable as originally agreed. If during the three (3) business day period BUYER does request a price reduction or repairs by SELLER, SELLER shall have three (3) business days to accept or reject BUYER's request for a price reduction or repairs. Failure of SELLER to respond within the three (3) business days is a rejection of BUYER's request. If SELLER accepts Buyer's request, the Purchase Agreement will be automatically modified accordingly, and the parties will be bound. If SELLER does not accept BUYER's request, BUYER will have 24 hours after the expiration of the three-day period to terminate the Purchase Agreement with BUYER's earnest money deposit to be returned to BUYER in full.

☒ BUYER acknowledges that it has been recommended that a licensed contractor(s) and/or inspector(s) of BUYER'S choice be retained to inspect the property. Contrary to Broker's recommendation, BUYER DOES NOT DESIRE TO OBTAIN AN INSPECTION OF THE PROPERTY.

BUYER IS NOT RELYING ON ANY REPRESENTATION OR STATEMENT MADE BY SELLER OR ANY REAL ESTATE SALESPERSON/BROKER REGARDING ANY ASPECT OF THE PROPERTY OR THIS SALE, EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, A WRITTEN AMENDMENT TO THIS AGREEMENT OR ANY WRITTEN DISCLOSURE STATEMENT.

If BUYER fails to obtain any inspection(s) or fails to notify SELLER's agent, in writing, within the time frame specified that BUYER is dissatisfied with any inspection(s), and/or research and discovery of information pertinent to the property, this Agreement shall be binding without regard to said inspection(s).

B. WELL AND SEPTIC:

☐ This property requires mandatory Well and Septic Inspections. BUYER and SELLER acknowledge that SELLER is required to perform, and pay for a Point of Sale Mandatory Well and Septic inspections on the above-named property.

☒ This property does not require mandatory Well and Septic Inspections.

BUYER'S initials DB / LB Date 03/21/2022 SELLER'S initials _____ / _____ Date _____



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



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WELL AND SEPTIC Continued:

This Offer: ☐ IS contingent on a satisfactory Well and Septic Inspection at BUYER'S expense, by licensed contractor(s) and/or inspector(s) of BUYER'S choice. If the property is damaged as a result of the inspection or testing, BUYER assumes responsibility to restore the property to its former condition or to compensate SELLER accordingly. BUYER has the right to terminate this Agreement if BUYER is not satisfied with the results of the inspections by giving SELLER written notice within _____ business days after this Agreement is fully executed.
☒ is NOT contingent on a satisfactory Well and Septic Inspection

C. LEAD PAINT DISCLOSURE/INSPECTION (For residential housing built prior to 1978 only):

BUYER acknowledges that prior to signing this Agreement, BUYER has received the HUD/EPA pamphlet Protect Your Family From Lead in Your Home and has received a copy of the Lead-based Paint SELLERs Disclosure Form completed by the SELLER on _____, the terms of which shall be part of this Agreement.

BUYER also agrees (check one below):

☐ BUYER shall have _____ days after the date of this Agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead-based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If BUYER is not satisfied with the results of this inspection, upon notice from BUYER to SELLER within this period, this Agreement shall terminate and any deposit shall be refunded to BUYER.

☒ BUYER hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

10. CLOSING COSTS:

A. BUYER WILL PAY FOR transfer fees on mortgage assumptions; recording of deed and/or security instruments; attorney's opinion and/or services for BUYER; mortgage closing costs required by lender including mortgage title insurance, appraisal, title company closing fees, all inspections; rezoning; soil borings; franchise agreements; use permits; drain and /or other easements; rights-of-way; and ☐ stake or ☐ mortgage report survey (if a survey is required for title insurance, or is requirement by BUYER'S Lender, it will be at the BUYER'S expense).

EXCEPTIONS: N/A

B. SELLER shall provide, at SELLER's expense, to the BUYER an Owner's Policy of Title Insurance.

- ☒ With standard exceptions
- ☐ Without standard exceptions
- ☐ Enhanced/Extended Coverage

in the amount of the sale price; all costs required to convey clear title; title company closing fees if closing in cash, land contract, VA, or seller funded purchase money mortgage transaction; all transfer taxes on deed; preparation of deed, land contract, and security instruments; and other documents necessary to convey clear title.

EXCEPTIONS/ADDITIONS: N/A

BUYER retains the right to select the provider of mortgage title insurance. If different title agencies are issuing the owners and mortgage title policies SELLER agrees to pay any and all fees to the agency issuing the owners policy except for the actual cost of recording the deed. BUYER agrees to pay any and all fees to title agency issuing the mortgage policy.

11. PROPERTY INSURANCE: SELLER shall be responsible for fire and extended coverage insurance on the property until sale is closed.

12. CLOSING: Sale will be closed on **OR** before March 31st, 2022 unless amended by written addendum to this Agreement. If title defects exist, SELLER will have 30 days after receiving written notice to remedy the defects. After the 30 days, SELLER will refund the deposit in full termination of this Agreement if title defects have not been remedied.

13. POSSESSION: SELLER will give possession as follows:

☒ Immediately at closing

BUYER'S initials DB / LB Date 03/21/2022 SELLER'S initials _____ / _____ Date _____



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



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POSSESSION continued:

☐ SELLER to occupy the property; it will be vacated no later than _____ days after Closing. At Closing, SELLER will pay BUYER the total sum of \$ _____ based upon \$ _____ per day, as occupancy charge for the period from the Closing date through the agreed surrender date. Charges for unused days will be reimbursed to SELLER upon vacating. SELLER is responsible for utilities and any repairs of damage caused to the property by SELLER after Closing and before vacating. If tenants occupy the property, then:

- ☐ SELLER will cause the tenants to vacate the property before closing.
- ☐ BUYER will take the property subject to the rights of the tenants.

SELLER is responsible for removal of all rubbish, personal items, trash/debris, and property shall be broom swept/cleaned.

14. SELLER'S DISCLOSURE:

☐ BUYER acknowledges that a SELLER's Disclosure Statement has been provided to BUYER.

☒ SELLER shall provide BUYER with a SELLER's Disclosure Statement with SELLER's acceptance of this offer. Pursuant to the SELLER Disclosure Act, MCL 559.951, et seq., BUYER will have 72 hours after delivery of the disclosure statement to terminate this Agreement by delivery of a written notice to SELLER or SELLER's agent.

15. RELEASE: BUYER and SELLER acknowledge that neither Listing Broker nor Selling Broker, nor their respective agents, have made any representations concerning the condition of the property covered by this Agreement or the marketability of title, and BUYER and SELLER release the Listing Broker and Selling Broker and their respective agents, with respect to all claims arising out of or related to this Agreement, any addendums or counteroffers; all claims arising from any purported representations as to the physical and environmental condition of the property covered by this Agreement or the marketability of title; and all claims arising from any special assessments and/or utility bills which have been or may in the future be charged against the property covered by this Agreement and, in addition, agree to indemnify and hold harmless the Listing Broker and Selling Broker and their respective agents from any and all claims related to those matters.

16. PROPERTY CONDITION: BUYER has personally inspected the property and has reviewed the information contained in any written disclosure statement provided by SELLER and BUYER agrees to accept the property "AS IS" in its present condition. BUYER IS NOT RELYING ON ANY REPRESENTATION OR STATEMENT MADE BY SELLER OR ANY REAL ESTATE SALESPERSON/BROKER REGARDING ANY ASPECT OF THE PROPERTY OR THIS SALE OTHER THAN EXPRESS REPRESENTATIONS IN THIS AGREEMENT, ANY ADDENDUM(S) OR STATEMENTS CONTAINED IN ANY WRITTEN DISCLOSURE STATEMENT. BUYER ACKNOWLEDGES THAT ALL INFORMATION PROVIDED BY THE GREATER LANSING ASSOCIATION OF REALTORS® LINESIDE IS DEEMED ACCURATE BUT IS NOT GUARANTEED OR WARRANTED.

17. FINAL WALK-THROUGH: Buyer reserves right to walk through property within 48 hours prior to closing to confirm all terms of this Agreement have been met.

18. PROFESSIONAL ADVICE: Broker advises BUYER to seek legal, tax, environmental, and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction.

☐ BUYER acknowledges that it has been recommended that an attorney be retained to review the marketability of title and all Closing documents including the Greater Lansing Association of REALTORS® Closing Agreement form and to determine that the terms of this Agreement have been met.

Documents of transaction to be reviewed by:

Attorney Name: _____ Telephone # _____
Address: _____ Fax # _____

OR

☒ BUYER acknowledges that, contrary to recommendation, BUYER DOES NOT DESIRE TO RETAIN AN ATTORNEY.

19. SQUARE FOOTAGE: Parties agree any square footage stated in the MLS are estimates only and should not be relied upon, but should be verified by the parties.

20. HOME PROTECTION PLAN: BUYER and SELLER have been informed that home protections plans may be available. Such plans may provide additional protection and benefit to the parties.

BUYER'S initials DB / LB Date 03/21/2022 SELLER'S initials _____ / _____ Date _____ InstantFORMS®



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



Page 6 of 8

220 W Shaw

Charlotte

MI 48813

Property Address

21. **EARNEST MONEY DEPOSIT:** BUYER'S DEPOSIT: \$ 1,000.00 showing BUYER'S good faith will be deposited in escrow or trust account of ATA TITLE (BROKER/TITLECOMPANY) under current regulations of the State of Michigan. This deposit will be applied as part of the purchase price. If this offer is not accepted, or title is not marketable, or insurable, or if the terms of purchase are contingent upon BUYER'S ability to obtain a new mortgage, or if sale is on land contract subject to its sale, or if there are any other contingencies in this Agreement which cannot be met, this deposit is to be refunded.

If BUYER or SELLER defaults, the other party may enforce this Agreement or may cancel it, and pursue his/her legal and/or equitable remedies. If the sale is not consummated, any release of the BUYER'S deposit will require an agreement signed by all parties to release the deposit. If no mutual agreement can be negotiated, the person holding the deposit may, upon 30 days written notice to all parties, transfer the deposit by interpleader to a court of proper jurisdiction after deducting out-of-pocket costs and legal fees. Delivery to court will release the Brokers and the person holding the deposit from further liability concerning the deposit.

22. **LIMITATION:** BUYER and SELLER agree that any and all claims or lawsuits which they may have against the Listing Broker and its Agents and/or Selling Broker and its Agents relating to their services must be filed no more than six (6) months after the date of closing of the transaction described in this Agreement. BUYER and SELLER waive any statute of limitations to the contrary.
23. **MEDIATION:** BUYER and SELLER agree that any dispute related to this Agreement shall be submitted to Mediation. This Mediation shall be according to the NATIONAL ASSOCIATION OF REALTORS® rules and procedures of the Home seller's/Homebuyer's Dispute Resolution System. If the parties cannot reach a binding agreement in Mediation, they have the right to use other legal remedies. BUYER acknowledges receipt of the brochure briefly describing the Mediation System.
24. **TIME IS OF THE ESSENCE.** Time is of the essence in this transaction. Failure to enforce a time deadline in one or more instances shall not constitute a waiver of that time deadline or other deadlines in the future.
25. **ASSIGNMENT:** BUYER will not assign this Agreement without the consent of SELLER.
26. **AGENCY DISCLOSURE:** THE UNDERSIGNED BUYER AND SELLER EACH ACKNOWLEDGE THAT THEY HAVE READ AND SIGNED *THE DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS*.

THE SELLING BROKER/SALESPERSON IS ACTING AS (check one):

- ☐ AGENT OF THE SELLER
☒ BUYER'S AGENT ☐ DUAL AGENT (with written, informed consent of both BUYER and SELLER)
☐ OTHER: _____

27. **ELECTRONIC COMMUNICATION:** As an alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this Agreement and/or any written notice or communication regarding this Agreement may be delivered to the SELLER in care of the Listing REALTOR® and the BUYER in care of the Selling REALTOR® using electronic mail or facsimile using the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. SELLER represents and warrants that an electronic email address has been provided to Listing REALTOR® from which SELLER may receive electronic mail. BUYER represents and warrants that an electronic email address has been provided to Selling REALTOR® from which BUYER may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.
28. **ENTIRE AGREEMENT:** This written Agreement and any written addenda to it contain the entire agreement of the parties with respect to the sale of the property and supersede all negotiations, understandings or offers. No oral representations or statements will be binding, and this Agreement may be modified or amended only in writing and signed by the BUYER and SELLER. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

29. **A. BUYER'S SIGNATURE:**

DATE: 03/21/2022 03/21/2022

Dean Bongiovanni

BUYER (Signature)

X Linda Bongiovanni

BUYER (Signature)

Dean Bongiovanni

Print Name

X

Print Name

BUYER'S initials DB / LB Date 03/21/2022 SELLER'S initials _____ / _____ Date _____

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GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



Page 7 of 8

220 W Shaw

Charlotte

MI 48813

Property Address

BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT PAGES 1 THROUGH 8.

Received from above named BUYER earnest money deposit in the amount of \$ 1,000.00

in the form of ☐ Personal Check # _____ ☐ Other _____

Received By _____
(REALTOR®)

BUYER'S Address: _____

B. SELLER'S ACKNOWLEDGEMENT: SELLER'S SIGNATURE ACKNOWLEDGES RECEIPT OF PAGES 1 THROUGH 8

DATE: _____

SELLER (Signature) X _____
SELLER (Signature)

Print Name X _____
Print Name

30. SELLER'S RESPONSE: The offer is

- ☐ ACCEPTED AS WRITTEN
- ☐ REJECTED
- ☐ AMENDED AS FOLLOWS:

31. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

32. MULTIPLE OFFERS: BUYER'S ACCEPTANCE OF ANY COUNTER OFFER MADE BY SELLER WILL BE BINDING ON THE SELLER ONLY WHEN AND IF THE SELLER SIGNS BELOW ACCEPTING AND ACKNOWLEDGING RECEIPT BY SELLER OF THE BUYER'S ACCEPTANCE OF SELLER'S COUNTER OFFER. *IF SELLER RECEIVES MULTIPLE OFFERS OR MULTIPLE ACCEPTANCES OF COUNTER OFFERS PRIOR TO THE WRITTEN ACCEPTANCE AND ACKNOWLEDGEMENT BY SELLER OF AN ACCEPTED COUNTER OFFER, SELLER WILL BE ENTITLED TO CHOOSE CONCLUSIVELY THE TRANSACTION BY WHICH SELLER WILL BE BOUND.*

33. SELLER LIABILITY: SELLER UNDERSTANDS THAT CONSUMMATION OF THE SALE OR TRANSFER OF THE PROPERTY DESCRIBED IN THIS AGREEMENT WILL NOT RELIEVE SELLER OF ANY LIABILITY THAT SELLER MAY HAVE UNDER THE MORTGAGE(S) OR OTHER INDEBTEDNESS TO WHICH THE PROPERTY IS SUBJECT UNLESS OTHERWISE AGREED TO BY THE LENDER OR REQUIRED BY LAW OR REGULATION.

BUYER'S initials _____ / _____ Date _____ SELLER'S initials _____ / _____ Date _____

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GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



Page 8 of 8

220 W Shaw

Charlotte

MI 48813

Property Address

34. SELLER'S SIGNATURE:

DATE: _____, _____ ☐ a.m. ☐ p.m.

SELLER (Signature) X _____
SELLER (Signature)

Print Name X _____
Print Name

SELLER'S Address: _____

TELEPHONE: _____ (day) TELEPHONE: _____ (eve)

REALTOR®: _____ REALTOR'S® TELEPHONE: _____

SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT PAGES 1 THROUGH 8.

35. BUYER'S RECEIPT/RESPONSE:

If accepted by SELLER as written

☐ Receipt is acknowledged by BUYER of SELLER'S acceptance of BUYER'S offer.

If amended by SELLER

☐ Accepts SELLER'S counter offer. All other terms and conditions remain unchanged. BUYER acknowledges there will be a binding agreement between parties only when the SELLER signs paragraph 36 below.

☐ REJECTS.

DATE: _____, _____ ☐ a.m. ☐ p.m.

BUYER (Signature) X _____
BUYER (Signature)

Dean Bongiovanni

BUYER'S Address: _____

TELEPHONE: _____ (day) TELEPHONE: _____ (eve)

REALTOR®: **Todd G Trowbridge Jr** REALTOR'S® TELEPHONE: **517-543-1119**

36. SELLER'S RECEIPT: SELLER accepts and acknowledges receipt of BUYER'S acceptance of counter offer.

DATE: _____, _____ ☐ a.m. ☐ p.m.

SELLER (Signature) X _____
SELLER (Signature)

DISCLAIMER: This form is provided by the Greater Lansing Association of REALTORS® solely for the use of its Members. Those who use this form are expected to review both the form and the details of the particular transaction to ensure that each section of the form is appropriate for the transaction. The Greater Lansing Association of REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or warranties made in connection with the form. ©Copyright Greater Lansing Association of REALTORS® (Rev. 3/89, 1/90, 11/90, 1/93, 2/94, 2/95, 2/96, 7/97, 10/97, 2/99, 5/00, 9/01, 2/03, 9/05, 11/06, 9/11, 10/12, 7/13, 1/14, 8/14, 10/15, 12/16, 9/17, 1/18)



Memo

To: Honorable Mayor Armitage; City Council
From: City Manager LaPere, MPAP
Date: April 1, 2022
Re: Staff report on purchase offer for 220 W Shaw

Background

The City has received an offer to purchase 220 W Shaw, a vacant residential parcel that was acquired through tax foreclosure by the Michigan Treasury, see attached. It has been owned by the city for 10+ years, and prior to taking ownership the City had a number of code enforcement/blight issues wherein we invoked our dangerous buildings ordinance.

The property is vacant, zoned residential, and the city does not have any short- or long-term plans for use of the property. The city is currently responsible for maintaining the site, such as mowing the grass and sidewalk snow removal. In addition, should it revert to private ownership it would return to the tax rolls at which point we could resume collecting property taxes.

The City Attorney has reviewed the purchase offer, which is a standard cash-offer and finds it acceptable. I have spoken with the buyer's agent and they are willing to extend closing date through the end of April to allow time for City Council to approve the offer and proceed with title and deed work required for closing, and the expectation is this sale can close before end of month. We have received the declaration as required per City Charter from the City Assessor that this price represents a fair market value for the property, see attached.

Recommendation

I recommend City Council accept the offer as presented.

Financial Impacts

The City will receive payment for vacant land that is currently being maintained by the city but has no current or future public purchase. Further, the city will benefit from the redevelopment of the lot, as the purchaser is planning to build a home on the site.

Suggested Motion

City Council authorizes administration to complete necessary paperwork to proceed with the sale of the vacant lot located at 220 W Shaw, Parcel ID 200-056-800-205-00 in the amount of \$7,000, and authorizes the Mayor and City Clerk to sign any and all required documents to complete the sale of the property.

eel

attachments



March 30, 2022

Memorandum

To: Erin LaPere, City Manager

From: Randy Jewell, Assessor

Re: Review of Offer to Purchase Vacant Land at 220 W Shaw

Erin,

In my opinion the offer that has been submitted is a reasonable offer. As I have mentioned before, the demand for vacant sites in the older sections of Charlotte is quite low. I believe Eric Crandall also mentioned this during your discussions with him at the time the property was listed. At this point I have nothing to support a higher value for this property.

Sincerely
Randy



Memo

To: Honorable Mayor Armitage; City Council
From: Mary LaRocque, City Clerk
Date: March 30, 2022
Re: Staff report on MML Liability & Property Insurance Policy

Background

The City's Liability & Property pool insurance policy is up for its annual renewal on April 24, 2022. The Policy with Michigan Municipal League (MML) is offered through insurance broker Meadowbrook. Per Section 2-178 of the Municipal code, the purchase of insurance coverage does not require competitive bidding. That being said, in 2018 the City performed a competitive bid for liability insurance and MML came back with the best coverage and premium. We have been very satisfied with MML, and as noted below, this year's premium is a reduction from the previous year and the dividend they return is also larger than the prior year.

Recommendation

City Council should approve and direct the City Clerk to execute the renewal of the Liability & Property insurance policy with MML for the coverage period April 24, 2022 through April 24, 2023. Meadowbrook/MML account representative Diane Jones plans to attend the meeting for questions and answers.

Financial Impacts

Quoted premium \$126,603. This is a **decrease** of \$1,421 from last year's policy. Additionally, the City will receive a post-renewal dividend from MML in the amount of \$12,804 in May. Refer to the Executive Overview found on page 3 of the renewal proposal attached for a more detailed explanation.

Suggested Motion

City Council approves and directs the City Clerk to execute the renewal of the MML Liability & Property insurance policy for the period April 24, 2022 through April 24, 2023 in the amount of \$126,603 with budgeted funds available in the Insurance & Bonds accounts of the following funds 101 (General), 280 (Airport), 500 (Recycling), 510 (Water & Sewer), and 601 (Motor Vehicle) and allocated appropriately thereof.



michigan municipal league

Liability & Property Pool

Renewal Proposal

for the

City of Charlotte

.Presented By:

Diane Jones, CPCU
MML Liability & Property Pool
(616) 304-0739

March 30, 2022

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This proposal is intended to be only a summary of coverages and services. For specific details on coverage terms and conditions, please refer to the Michigan Municipal League Liability and Property Pool coverage document.

Executive Overview

The Michigan Municipal League Liability and Property Pool has been a stable source of comprehensive municipal insurance and risk management services since 1982. It is financially secure and positioned for long-term stability.

The **City of Charlotte** has been a Pool member since **2012**.

The Pool staff is made up of municipal insurance experts. Municipal risk management is our only business, and we're proud of it!

The Pool provides insurance coverage designed specifically for Michigan municipal exposures, combined with a package of loss control programs, claims administration, legal defense and membership services that you won't find anywhere else in Michigan.

This quotation is based on the limits of coverage requested by the **City of Charlotte**. Higher limits may be available, subject to underwriting review by Pool Management. Please submit requests for higher limits in writing to your Account Executive. Your request will be considered by Pool Management.

The insurance and related services described more fully in this proposal are being offered to the **City of Charlotte** for an annual premium of **\$126,603**. When compared to last year's cost of \$128,024, it represents a premium decrease of \$1,421. The following exposure, rate and coverage limit adjustments are reflected in this renewal quote:

- MCCA rate change from \$100 per vehicle to \$86 per vehicle
- \$75,843 increase in payroll (\$3,033,746 – 2021 to \$3,109,589 – 2022)
- One additional automobile (47 – 2021 to 48 – 2022)
- \$181,602 agreed amount values total increase (\$4,125,525 – 2021 to \$4,307,127 – 2022)
- \$238,254 increase in property values (\$32,614,115 – 2021 to \$32,852,369 – 2022)
- Favorable loss ratio is a factor in the premium decrease

In addition, the MML Liability & Property Pool Board of Trustees voted to return another post-renewal dividend for Members renewing in 2022. The City of Charlotte's portion of the dividend return is **\$12,804**. The City of Charlotte will receive this dividend in the month following payment of your 2022 renewal premium.

Thank you for being a Pool member. We look forward to servicing your risk management program for many years to come.

Our Mission

To be a long-term, stable, cost-effective risk management alternative for members of the Michigan Municipal League Liability and Property Pool.

Introduction

What You Can Expect Of Us

- ✓ A commitment to learn, understand and respond to your insurance needs;
- ✓ Continuous planning and innovation in product development and service delivery;
- ✓ Products that meet your needs in terms of price, coverage and service;
- ✓ Prompt, accurate, and courteous response to your questions, problems and claims; and
- ✓ Knowledgeable and professional staff serving your needs consistently and with integrity.

Your Pool Insures More Than . . .

- | | |
|--------------------------------|----------------------------------|
| ✓ 433 Public Entity Members | ✓ 195 Water Utilities |
| ✓ 139 Fire Departments | ✓ 218 Sewer Utilities |
| ✓ 170 Law Enforcement Agencies | ✓ 24 Municipal Marinas |
| ✓ 2,195 Police Officers | ✓ \$5 Billion of Property Values |
| ✓ 5,772 Miles of Streets/Roads | ✓ 206 Water Service Operations |
| ✓ 6,950 Vehicles | ✓ 17 Dams |
| ✓ 16 Electric Utilities | |



Coverage and Cost Summary City Of Charlotte

Effective 04-24-2022 to 04-24-2023

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Municipal General Liability (Coverage A)	\$5,000,000	N/A	\$2,500
Sewer Back-Up Sublimit	\$100,000	\$100,000	\$0
Personal Injury Liability (Coverage B)	\$5,000,000	N/A	\$2,500
Medical Payments (Coverage C)	\$10,000	N/A	N/A
Public Officials Liability (Coverage D)	\$5,000,000	N/A	\$2,500
Law Enforcement Liability (Coverages A, B, and D)	\$5,000,000	N/A	\$2,500
Employee Benefit Liability	\$1,000,000	\$1,000,000	\$2,500
Fire Legal Liability	\$100,000	N/A	N/A
Cyber Liability & Data Breach Response	\$100,000	\$100,000	See Declaration
Dam Liability	No Coverage	N/A	N/A
Marina Operator Liability	No Coverage	N/A	N/A
Uninsured/Underinsured Motorists Coverage	\$100,000	N/A	\$0
Automobile Liability (Coverages A and B)	\$5,000,000	N/A	\$0

# Vehicles	Comp	Coll
48	\$1,000	\$1,000

Agreed Amount, if applicable 18 Vehicles for a total of \$4,307,127

Coverages A, B, and D are provided with a combined single limit of liability. The most the Pool will pay for any one occurrence is \$5,000,000 regardless of the number of coverages involved in the occurrence.

Property

Property - Blanket Basis	\$32,852,369	N/A	\$250
Boiler and Machinery	Included	N/A	\$250
Building(s)	Included	N/A	\$250
Contents	Included	N/A	\$250
Property in the Open	Included	N/A	\$250
Protection & Preservation	Included	N/A	N/A
Property - Actual Cash Value	N/A	N/A	N/A
Property - Limited Replacement Cost	See Schedule	N/A	\$250
Property - No Coverage	N/A	N/A	N/A
Property - Replacement Cost	See Schedule	N/A	\$250
1917 White Historical Fire Truck	\$25,000	N/A	\$250
Accounts Receivable	\$100,000	N/A	\$250
Automated Weather Observation System [AWOS]	\$175,000	N/A	\$250
Boat, Trailer used by Fire Dept.	\$4,000	N/A	\$250



Coverage and Cost Summary City Of Charlotte

Effective 04-24-2022 to 04-24-2023

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Bronner Santa, In Town Square at Christmas	\$17,295	N/A	\$250
Consequential Damage	\$100,000	N/A	N/A
Contractors Equipment	\$1,401,750	N/A	\$250
Debris Removal - the lesser of 25% of physical damage loss or	\$5,000,000	\$5,000,000	N/A
Demolition & Increased Costs of Construction Limit	\$100,000	N/A	N/A
Earth Movement	\$2,000,000	\$2,000,000	\$5,000
Election Equipment	\$69,400	N/A	\$250
Electronic Data Processing Equip	\$261,181	N/A	\$250
Expediting Expense	\$100,000	N/A	N/A
Extra Expense	\$100,000	N/A	N/A
Fine Arts	\$100,000	N/A	\$250
Fire Equipment	\$337,300	N/A	\$250
Flood (Except for Members located in Flood Zone A, AO, AH, A1-A999, AE, or AR)	\$1,000,000	\$1,000,000	\$5,000
Fungal Pathogens	\$25,000	\$25,000	\$250
Loss of Income	\$100,000	N/A	N/A
Loss of Rents	\$100,000	N/A	N/A
Ornamental Trees, Shrubs, Plants or Lawn	\$5,000	\$10,000	\$250
Personal Effects & Property of Others	\$500	\$2,500	\$250
Police Equipment	\$145,740	N/A	\$250
Trailers, under 2,000 lbs	\$38,094	N/A	\$250
Valuable Papers	\$100,000	N/A	\$250
<u>Comprehensive Crime Coverage</u>			
Employee Dishonesty Blanket/Faithful Performance	\$100,000	N/A	N/A
Computer Fraud	\$100,000	N/A	N/A
Depositors Forgery	\$100,000	N/A	N/A
Funds Transfer Fraud	\$100,000	N/A	N/A
Impersonation Fraud	\$100,000	N/A	N/A
Money and Securities Inside	\$100,000	N/A	N/A
Money and Securities Outside	\$100,000	N/A	N/A
Money Orders and Counterfeit Paper	\$100,000	N/A	N/A
<u>Bonds</u>			
Bond #: A Treasurer	\$100,000	N/A	N/A
Bond #: B Deputy Treasurer	\$100,000	N/A	N/A



michigan municipal league
Liability & Property Pool

Coverage and Cost Summary City Of Charlotte

Effective 04-24-2022 to 04-24-2023

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Bond #: C Manager	\$100,000	N/A	N/A
Bond #: D Deputy Clerk	\$100,000	N/A	N/A
Bond #: E Clerk	\$100,000	N/A	N/A

Only one deductible applies to claims involving two or more property coverages.

The Michigan Municipal League Liability and Property Pool is pleased to offer all coverages and services described in this proposal for an annual premium of \$126,603.

TOWER 1 Limit	POLICY AGGREGATE LIMIT OF LIABILITY	\$100,000	For all Damages, Claims Expenses, Penalties and PCI Fines, Expenses and Costs
	Information Security and Privacy Sublimit	\$100,000	each Claim and in the Aggregate
	Regulatory Defense and Penalties Aggregate Sublimit:	\$20,000	each Claim and in the Aggregate
	Website Media and Content Liability Aggregate Sublimit:	\$100,000	each Claim and in the Aggregate
	PCI Fines, Expenses and Costs Aggregate Sublimit:	\$10,000	each Claim and in the Aggregate
	Cyber Extortion Aggregate Sublimit:	\$25,000	each Claim and in the Aggregate
	First Party Data Protection Aggregate Sublimit:	\$25,000	each Claim and in the Aggregate
	First Party Network Business Interruption Aggregate Sublimit:	\$25,000	each Claim and in the Aggregate
	Note: The above Sublimits are part of, and not in addition to, the overall Policy Aggregate Limit of Liability		
	Liability Retention Per Claim:		
TOWER 1 Retention	All other coverages Retention:	\$0	each Claim
	Cyber Extortion:	\$5,000	each Extortion Threat
	First Party Data Protection:	\$5,000	each Data Protection Loss
	First Party Network Business Interruption:	\$5,000	each Business Interruption Loss
Waiting Period: 12 hours			
Limits of Coverage - Privacy Breach Response Services			
TOWER 2 Limit	Legal Services/Computer Expert Services/Public Relations and Crisis Management Expenses Aggregate Sublimit:	\$50,000	per Incident and in the Aggregate
TOWER 3 Limit	Notified Individuals:	10,000	Notified Individuals in the Aggregate
	A sublimit of up to 10% of Notified Individuals residing outside the United States, which is part of and not in addition to the Notified Individuals Aggregate Limit of Coverage		
Note: The Privacy Breach Response Services Limits of Coverage are separate from and in addi			
Privacy Breach Response Services Threshold/Retention (Each Incident):			
TOWER 2 Retention	Legal Services/Computer Expert Services/Public Relations and Crisis Management Expenses Retention:	\$0	each Incident
TOWER 3 Retention	Notification Services/Call Center Services/Breach Resolution and Mitigation Services Threshold:	0	each Incident

The retention increased from \$2,500 to \$5,000.

Your Team of Experts



Diane Jones
Account Executive
(616) 304-0739



Michael J. Forster
Pool Administrator
(734) 669-6340



Katelyn Petracca
248-204-6160
(Le – Z)

Alpha Split:



Joan Opett
248-204-8579
(A – La)

Customer Service Representatives



Tracy Mattiello
Claims Manager
(248) 204-8094



Rod Pearson
Loss Control Manager
(248) 204-8036

Benefits of Pooling with the MML

- ✓ Proven long-term availability and stability
- ✓ Broad coverage document written specifically for Michigan municipalities
- ✓ Services tailored to unique needs of Michigan municipalities
- ✓ Member assets controlled by an elected Board of municipal officials
- ✓ Equitable rating based on Pool experience in Michigan
- ✓ Aggressive defense strategy – positive impact on case law
- ✓ Professional, dedicated, and experienced local management, oversight and service
- ✓ Decisions made and problems resolved by a group of your peers
- ✓ Investment income and underwriting surplus used to benefit members
- ✓ Lower expenses through tax-exempt and non-profit status
- ✓ Special loss avoidance training sessions including:
 - ✓ Safety aspects of emergency vehicle operations
 - ✓ Accident investigation for supervisors
 - ✓ Confined spaces training

The advantages of pooling can be summarized by:

Service + Control + Value

City of Charlotte Has . . .

- ✓ \$202,000 Annual Payroll
- ✓ \$32,852,369 of total values for real and personal property
- ✓ 16 Law enforcement officers
- ✓ 48 Vehicles
- ✓ 18 Vehicles with agreed values totaling \$4,307,127

Increased Liability Limits

We cannot guarantee the adequacy of any limit of liability. Due to the following factors, it may be prudent to consider higher limits:

- ✓ Increased jury awards in your jurisdiction
- ✓ Increased litigation trends
- ✓ Protection of tax base against judgments in excess of your policy limits

If you are interested in increasing your liability limits, please contact your Account Executive.

Highlights of Coverages Provided

Who Is Insured?

The Pool member entity, elected and appointed officials, employees and authorized volunteers, and any person officially appointed to a Board or Commission

General Liability

In addition to standard liability coverages (bodily injury, property damage, products and completed operations) the Pool provides coverages that municipalities need on an **occurrence basis with no aggregate liability limits**:

- ✓ Liability resulting from mutual aid agreements
- ✓ Premises medical payments
- ✓ Host liquor liability
- ✓ Watercraft liability, owned less than 26' and non-owned less than 50'
- ✓ Special events **excluding** -
 - Fireworks (unless endorsed)
 - Liquor Liability
 - Mechanical Amusement Rides
- ✓ Fire legal liability for real property
- ✓ Ambulance and EMT malpractice

Fireworks Coverage Options: (Fireworks application must be completed before coverage is endorsed)

1. The MML Liability & Property Pool is primary (the Member is not added as an additional insured on a pyrotechnician's coverage):

Annual Aggregate Sublimit	Additional Premium
\$500,000	Yes
\$1,000,000	Yes

2. The MML Liability & Property Pool is excess (the Member is added as an additional insured on a pyrotechnician's coverage):

NO ADDITIONAL PREMIUM

- ✓ Athletic participation liability
- ✓ Employee benefit liability
- ✓ Cemetery operations coverage
- ✓ Marina Operators coverage available
- ✓ Up to \$10 million in liability limits available
- ✓ Pollution coverage for Hazardous Response Teams
- ✓ Cyber Liability and Data Breach Response Coverage – as described on MMLCYD (09/17)

General Liability Exclusions . . .

The following is a partial list of general liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution (except for Hazmat operations).
- ✓ Nuclear energy / nuclear material hazards
- ✓ Expected or intended injury
- ✓ Breach of contract
- ✓ Failure of dams (unless endorsed)
- ✓ Backup of Sewers and Drains (**exception -- \$100,000 Annual Aggregate Sublimit for Sewer and Drain Liability**)
- ✓ Aircraft Liability – (Unless Endorsed -- Limited Coverage for Unmanned Aircraft—MML236)
- ✓ Contractual Liability
- ✓ Failure to supply utilities
- ✓ Electromagnetic radiation
- ✓ Medical malpractice for doctors and physicians
- ✓ Criminal activity--Intentional acts w/knowledge of wrongdoing

Cyber Liability and Data Breach Response Coverage

- ✓ Information Security and Privacy Liability
- ✓ Privacy Breach Response Services
- ✓ Regulatory Defense and Penalties
- ✓ Website Media Content Liability
- ✓ PCI Fines, Expenses and Costs
- ✓ Cyber Extortion
- ✓ First Party Data Protection
- ✓ First Party Business Interruption

Public Officials Liability Coverage

“Wrongful Acts”, including intentional acts, defined as any actual or alleged error, misstatement, act of omission, neglect or breach of duty including:

- ✓ Neglect of duty
- ✓ Zoning defense and land use litigation
- ✓ Malfeasance
- ✓ Violation of civil rights
- ✓ Discrimination
- ✓ Employment practices
- ✓ Misfeasance
- ✓ Cable TV broadcasting

Public Officials Liability Exclusions

The following is a partial list of public officials’ liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution and Nuclear Energy
- ✓ Fraud, dishonesty, intentional and criminal acts
- ✓ Failure to purchase coverage or adequate coverage
- ✓ Return of governmental grants or subsidies
- ✓ Intentional acts with knowledge of wrongdoing
- ✓ Eminent domain / takings
- ✓ Illegal profit
- ✓ Labor union actions
- ✓ ERISA violations
- ✓ Backup of Sewers and Drains

Personal Injury & Advertising / Broadcasters Liability Coverage

- ✓ Mental anguish and stress
- ✓ Libel, slander or defamation of character; violation of an individual’s right of privacy
- ✓ Proactive services for non-monetary damage claims

Police Professional Liability Coverage

Police Professional Liability coverage is contained within the General Liability and Public Official Liability Coverage Parts

- ✓ Discrimination
- ✓ Violation of civil rights
- ✓ Jail operations
- ✓ False arrest, detention or imprisonment, or malicious prosecution
- ✓ Wrongful entry or eviction or other invasion of the right of private occupancy
- ✓ Assault or battery
- ✓ Improper service of suit
- ✓ Coverage assumes officers act with intent

Property Coverage

In addition to covering buildings, contents and personal property, the Pool provides:

- ✓ Blanket coverage -- All member-owned property insured (unless specifically excluded)
- ✓ Coverage based on ownership rather than on a “schedule on file” avoids coverage gaps due to errors or oversight
- ✓ Property of others in custody of the Member for which the Member has an obligation to provide coverage
- ✓ Boiler & Machinery coverage, including Boiler certification inspections
- ✓ Replacement Cost or Actual Cash Value available
- ✓ Fungal Pathogens (Mold) Limited Coverage
- ✓ Demolition/increased cost of construction
- ✓ No coinsurance
- ✓ Valuable papers
- ✓ Loss of Rents
- ✓ Property in the open
- ✓ Extra expense
- ✓ Expediting expense

Property Exclusions

The following is a partial list of property coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Nuclear reaction/ contamination
- ✓ War
- ✓ Cyber Risk
- ✓ Fungal Pathogens (Mold) excess of sub-limit
- ✓ Failure to supply utilities
- ✓ Transmission Lines and Poles
- ✓ Dishonest acts
- ✓ Acts of Terrorism excess of Pool's Aggregate Sublimit -- MMLC TR (9/1/10)
- ✓ Wear and tear
- ✓ Computer failures/ viruses

Only one deductible applies to claims involving two or more property coverages.

Comprehensive Crime Coverage

- ✓ Employee Dishonesty/ Faithful Performance of Duty coverage provided on a blanket basis
- ✓ Loss Inside the Premises
- ✓ Loss Outside the Premises
- ✓ Money Orders/ Counterfeit Currency
- ✓ Depositors Forgery
- ✓ Position Fidelity Bonds
- ✓ Computer Fraud
- ✓ Funds Transfer Fraud

Automobile Coverage Highlights

What Is Covered?

Coverage is afforded while operating land motor vehicles, trailers or semi-trailers designed for travel on public roads.

Auto Coverages Provided

- ✓ Michigan No-Fault Coverage, includes mini-tort coverage for no extra charge
- ✓ Excess protection for use of personal automobile for municipal business
- ✓ Uninsured motorist for municipally owned vehicles
- ✓ Underinsured motorists
- ✓ Non-owned and hired auto
- ✓ Comprehensive - actual cash value basis
- ✓ Collision - actual cash value basis
- ✓ Volunteer firefighter auto accident liability coverage
- ✓ Agreed value coverage for emergency vehicles is available
- ✓ Fire or Rescue Vehicle Rental Reimbursement Coverage

Pool Risk Management Services

- ✓ Review and service of all municipal insurance matters
- ✓ Public entity experts address various liability issues
- ✓ Aggressive, member-oriented defense strategy
- ✓ Former police officials address law enforcement risks
- ✓ Physical inspection by municipal loss control consultants
- ✓ Law enforcement risk control programs (LEAF and LERC)
- ✓ Property appraisal services available

Online Services

www.mml.org (click on the *Insurance* button) – offers Pool members an outstanding resource for municipal risk management information and self-help tools in one attractive, simple-to-navigate location. File a claim on line. Download your renewal application. Request a loss control service visit. E-mail us a question. Other services available online:

- ✓ Online Forms (including Sewer Backup Sample Documents)
- ✓ Risk Resources:
 - ✓ Risk Control Solutions
 - ✓ Safety & Health Manual
 - ✓ Risk Management is Good Management Program
 - ✓ Law Enforcement Newsletters
 - ✓ Access to Safetysurance website -- <http://www.safetysurance.com/>
- ✓ MML Pool Audited Financial Statements
- ✓ Intergovernmental Contract
- ✓ Board of Directors, Pool Administrator and Staff Profiles and Contact Information

Membership Responsibilities

Membership in the Michigan Municipal League Liability and Property Pool provides numerous benefits. Likewise, individual members have certain responsibilities to the other members, which are detailed in the Intergovernmental Contract. The following is a summary of the membership responsibilities. Please refer to the Intergovernmental Contract, Articles 5 and 6, for more information.

- ✓ If a Member intends to leave the Pool, the Member must send a written notice to the Pool at least 60 days prior to its next renewal date.
- ✓ A Member must pay its premium when due. The Pool must give each member 20 days written notice of intent to terminate membership for nonpayment of premium. Payment of premium before the 20 days notice is effective will entitle the Member to reinstatement.
- ✓ Members must maintain membership or associate membership status in the Michigan Municipal League.
- ✓ A Member will allow attorneys employed by the Pool to represent the Member in defense of any claim made against the Member within the scope of coverage provided by the Pool. A Member will cooperate with the assigned attorneys, claims adjusters, service company or other agents of the Pool relating to the defense of claims for which the Pool is providing coverage.
- ✓ A Member will follow loss reduction and prevention measures established by the Pool.
- ✓ A Member will report to the Pool as promptly as possible all incidents that the Member reasonably believes may result in a claim against the Member.



Memo

To: Honorable Mayor Armitage; City Council
From: Mary LaRocque, City Clerk
Date: March 30, 2022
Re: Staff report on Crum & Forster Insurance Quote

Background

The City's liability insurance for its above ground storage tanks is up for renewal on April 28, 2022. This is a bi-annual policy that is separate from the general liability coverage and includes Terrorism Risk Insurance Act (TRIA) coverage. The Policy is offered through insurance broker Meadowbrook, who also manages our general liability and workman's compensation insurance policy. Per Section 2-178 of the Municipal code, the purchase of insurance coverage does not require competitive bidding.

Recommendation

City Council should approve and direct the City Clerk to execute the renewal of the above ground storage tank liability insurance and TRIA through Crum & Forster for the coverage period April 28, 2022 through April 28, 2024.

Financial Impacts

\$1,610.05 for policy period April 28, 2022 through April 28, 2024 and includes TRIA coverage.

Suggested Motion

City Council approves and directs the City Clerk to execute the renewal of the above ground storage tank liability insurance and TRIA through Crum & Forster for the period April 28, 2022 through April 28, 2024 in the amount of 1,610.05 with funds available in 601-712.000-734.000 (Motor Vehicle Pool) and 280-830.000-734.000 (Airport Fund).

INSURED: City of Charlotte

MAILING ADDRESS: 111 East Lawrence Avenue
Charlotte, MI 48813

CARRIER: Crum & Forster Specialty Insurance Company (Non-Admitted)

PROPOSED POLICY PERIOD: From 4/28/2022 to 4/28/2024
12:01 A.M. Standard Time at the Mailing Address shown above

LINE OF BUSINESS: Storage Tank Liability

QUOTE EXPIRATION DATE: 4/28/22

POLICY PREMIUM:	Premium	\$1,322.00
	TRIA	\$200.00
	Fees	\$50.00
	Surplus Lines Taxes and Fees	\$38.05
	Total	\$1,610.05

The calculation of S/L Taxes and Fees is based upon the inclusion of TRIA premium. If TRIA is rejected, the amount of S/L Taxes and Fees will be reduced accordingly.

TRIA FORMS: Signed acceptance/rejection required at binding.

MINIMUM EARNED PREMIUM: 25%

COMMISSION: 10.000% of premium excluding fees and taxes

SUBJECTIVITIES: Per carrier quote

COMMENTS: * Please confirm on question 8 on the application if any additional insureds (and Additional Named Insureds) can be included at 1

**CRUM & FORSTER**

A FAIRFAX COMPANY

CRUM & FORSTER SPECIALTY INSURANCE COMPANY**ENVIRONMENTAL QUOTE****DATE OF PROPOSAL:**

03/09/2022

Item 1.	NAMED INSURED & ADDRESS: CITY OF CHARLOTTE 111 E. Lawrence Ave Charlotte, MI 48813	PRODUCER NAME & ADDRESS: AMWINS INSURANCE BROKERAGE, LLC. 725 S. Figueroa St, Ste 1900 Los Angeles, California 90017-0000	
	FORM OF BUSINESS: Governmental Entity/Public Property	PRODUCER CODE: 495	
Item 2.	PROPOSED POLICY PERIOD:	04/28/2022 to 04/28/2024 12:01 a.m. Standard Time at the Named Insured's address stated above.	
Item 3.	LIMITS OF INSURANCE:		
	Each Confirmed Release Limit:		\$1,000,000
	Policy Aggregate Limit :		\$1,000,000
	Defense Expense Aggregate Limit:		\$250,000
Item 4.	DEDUCTIBLE/SELF-INSURED RETENTION:	See Tank Schedule	
Item 5.	RETROACTIVE DATES:	See Tank Schedule	
Item 6.	PREMIUM:	1 Year	2 Year
	Policy Premium:	\$696	\$1,322
	Additional Insured Premium:	\$0	\$0
	TRIPRA Premium:	\$100	\$200
	Total Policy Premium:	\$796	\$1,522
	Minimum Earned Premium:		25%
	Minimum Policy Premium:		100%
Item 7.	AUDIT PERIOD: Not Subject to Audit	Basis: Units: 0 USTs ,3 ASTs	Rate: Flat

All rates are based on the revenue basis shown above and no deductions of any kind are allowed. All premiums applicable to additional coverage(s) as required during the policy period will be invoiced separately and will not apply toward the minimum earned or estimated policy premium. The broker is responsible for filing all affidavits and paying all fees, if applicable. The insured shall be responsible for applying any and all applicable taxes and surcharges.



CRUM & FORSTER

A FAIRFAX COMPANY

FORMS AND ENDORSEMENTS

CFSTP 00 001 10 16	COMMERCIAL STORAGE TANK LIABILITY POLICY DECLARATIONS
EN002-0211	SCHEDULE OF FORMS AND ENDORSEMENTS
IL P 001 01 04	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICY HOLDERS
CS 07001 01 21	C&F SPECIALTY SIGNATURE PAGE
EN0004-0521	CLAIMS REPORTING
EN0005-1017	SERVICE OF PROCESS CLAUSE
EN0006 0120	Policyholder Disclosure Notice of Terrorism Insurance Coverage
EN0011-1014	PRIVACY NOTICE
EN0050-0816	EMERGENCY RESPONSE HOTLINE
EN0052-0816	NOTICE OF LOSS ALL
CFSTP 00 000 01 15	STORAGE TANK POLLUTION POLICY
CFSTP 00 002 01 21	DEDUCTIBLE ENDORSEMENT
CFSTP 00 525 05 16	COVERED STORAGE TANK COVERAGE ENDORSEMENT
CFSTP 00 546 10 13	LOADING OR UNLOADING COVERAGE ENDORSMENT
CFSTP FR CERT-FED	FINANCIAL RESPONSIBILITY CERTIFICATE OF INSURANCE - FED

This proposal is based on the insurance carrier's most recent policy forms and endorsements and is subject to all terms and conditions of such forms and endorsements. If you would like to review a copy, please let me know and I would be pleased to send you a specimen form.

WARRANTIES/REQUIREMENTS

Please be advised that coverage has been proposed conditional upon receipt, review, verification and approval of the following items:

Subjectivity	Time Frame
Crum & Forster Tank Application completed and signed by the First Named Insured	Prior to Binding
Signed Terrorism Rejection / Selection Form	Prior to Binding

This proposal is valid until the policy effective date or 30 days from the date of this letter, whichever is sooner.

After expiration, all terms and conditions of this proposal must be re-evaluated by Crum & Forster Specialty Insurance Company. Please note that this proposal is based upon terms and conditions that Crum & Forster Specialty Insurance Company is willing to offer and not the terms and conditions which were requested. It is your responsibility to review these terms and conditions prior to presenting this proposal. Crum & Forster Specialty Insurance Company reserves the right to modify, change or cancel any or all terms of this proposal at anytime without notice.



CRUM & FORSTER®
A FAIRFAX COMPANY

COVERED STORAGE TANK AND LOCATION ENDORSEMENT

<u>Loc</u> <u>#</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u> <u>Code</u>	<u>Tank</u> <u>#</u>	<u>AST</u> <u>/UST</u>	<u>Year</u> <u>Installed</u>	<u>Capacity</u>	<u>Contents</u>	<u>Deductible</u>	<u>Retroactive</u> <u>Date</u>
1	1325 Island Hwy.	Charlotte	MI	48813	1	AST	1997	5,000	Jet Fuel	\$5,000	4/28/2020
1	1325 Island Hwy.	Charlotte	MI	48813	2	AST	1997	5,000	Jet Fuel	\$5,000	4/28/2020
2	301 Tirrell Hwy.	Charlotte	MI	48813	1	AST	2015	300	Diesel	\$5,000	11/6/2015

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

TERRORISM RISK INSURANCE ACT

YOU ARE HEREBY NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, YOU HAVE A RIGHT TO PURCHASE INSURANCE COVERAGE FOR LOSSES RESULTING FROM ACTS OF TERRORISM, AS DEFINED IN SECTION 102(1) OF THE ACT: THE TERM "ACT OF TERRORISM" MEANS ANY ACT THAT IS CERTIFIED BY THE SECRETARY OF THE TREASURY-IN CONSULTATION WITH THE SECRETARY OF HOMELAND SECURITY AND THE ATTORNEY GENERAL OF THE UNITED STATES-TO BE AN ACT OF TERRORISM; TO BE A VIOLENT ACT OR AN ACT THAT IS DANGEROUS TO HUMAN LIFE, PROPERTY, OR INFRASTRUCTURE; TO HAVE RESULTED IN DAMAGE WITHIN THE UNITED STATES, OR OUTSIDE THE UNITED STATES IN THE CASE OF CERTAIN AIR CARRIERS OR VESSELS OR THE PREMISES OF A UNITED STATES MISSION; AND TO HAVE BEEN COMMITTED BY AN INDIVIDUAL OR INDIVIDUALS AS PART OF AN EFFORT TO COERCE THE CIVILIAN POPULATION OF THE UNITED STATES OR TO INFLUENCE THE POLICY OR AFFECT THE CONDUCT OF THE UNITED STATES GOVERNMENT BY COERCION.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF THE LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO ELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:

☐	I hereby elect to purchase certified acts of terrorism coverage for a premium of \$200 _____.
☐	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant Signature

Print Name

Date

CITY OF CHARLOTTE

Named Insured/Firm

111 E. Lawrence Ave, Charlotte, MI, 48813

Mailing Address

Quote/Policy Number

MEMORANDUM

TO: Charlotte City Council

FROM: Thomas M. Hitch, City Attorney

RE: CITY ATTORNEY REPORT

DATE: March 31, 2022

The following is my report to the City Council on issues in which our office has been engaged since the last Council meeting:

1. City of Charlotte v Chuck's Chariots, LLC and Mirador, LLC. The attorneys for both parties have had the opportunity, after the site visit, to discuss the terms of a settlement. Those terms have been reached in which it basically provides that the property will be updated (paint, repairing canopy and the like, preventing anyone from further living on the property, and complying with all requirements of the State to properly operate a used car sales facility). We have incorporated all of the restrictions as provided in the Special Use Permit.

This is a fair settlement, in the view of both staff and myself, and once approved by both parties, we will provide Council with its provisions.

2. Charter Amendments. I will be preparing Charter amendments for the November 8, 2022 ballot. Those amendments must first be reviewed by the Attorney General's office and I will be providing those to the Assistant Attorney General in charge of reviewing such amendments within the next 30 days.

3. Conversations with the City Manager. From time to time, I continue to have conversations with the City Manager regarding a variety of City matters.

TMH:cf



Manager's Report April 4th Council Meeting

Volunteer Firefighter Resignation Update

On Wednesday, March 30th after meeting with the Fire Chief and Ron Smith, who has been the liaison for the volunteer firefighters, I posted an announcement that those interested in returning to duty would need to complete an application indicating their interest in being rehired. This coincided with a general posting of the vacancies as required by law. These steps were in accordance with the opinion of the appropriate course of action per my discussions with the City's Labor Attorney.

On Thursday, March 31st, the City was provided a written response from Mr. Smith outlining the terms to which the City must agree before any volunteers would return to service. I have included a legal opinion from the City Attorney regarding that letter. This legal opinion was also shared with Mr. Smith. In summary, the City's position is the volunteers have in fact resigned from their positions and must be rehired, and that the City is prohibited from negotiating such terms of rehiring. Additionally, attached Council will find a copy of the existing Fire Department personnel policies, e.g. job description and hiring requirements, that have been in effect since 2009. Finally, I have also included a copy of the Volunteer Fire Department Constitution and Bylaws as referenced in City Code, § 2-81 ORGANIZATION, CONSTITUTION AND BYLAWS (see below).

The Charlotte Volunteer Fire Department of the city shall be organized and conducted as stated in the constitution and bylaws of said department. Changes to these documents shall be approved by the 2/3 vote of the members of the Volunteer Fire Department at a regular business meeting and shall be adopted unless the City Council shall take action within 60 days after written notification of the proposed change. If the City Council denies these changes, or in any way proposes to alter the constitution and by-laws, 60-day notice must be provided, in writing, a public hearing must be held, and no action may be taken by the City Council without the affirmative vote of 5 of its members. (1993 Code, § 2-81) (Ord. passed 1-10-2000).

As stated on Wednesday, I welcome the volunteers to return to duty and ask they complete a procedural step of completing an application, as advised by our legal counsel. In addition to fulfilling the legal obligations of the city, this also provides each person the opportunity for self-determination to choose whether he/she desires to return to service.

Interim Fire Chief

With the vacancy that will be created by the departure of Chief Vogel, per City Code, Chapter 2, Section-66 the City Manager may designate an interim to perform the duties of the office until such vacancy is filled in accordance with the City Charter. The City posted the opening and has received five applicants interested in the role. I have selected Mark Jordan to serve as the Interim Fire Chief. He is the retired Fire Chief from the Bellevue Fire Department and brings more than 22 years of firefighting experience to the role. I believe his existing relationship with the Department makes him the ideal candidate to lead the fire service of the City during this time. He is able to start on April 5th, so there will be no gap in leadership at the Fire Department. I am excited to welcome him to the team.

Spring Leaf and Brush Pick-up

Department of Public Works crews will conduct the spring leaf and brush pick-up from April 11th through April 14th. Please place leaves in brown yard waste bags only, we cannot collect leaves in garbage bags. Please place brush in neat piles at the curb for collection.

Assistance Programs

The State has announced another fund for assistance, the Michigan Homeowner Assistance Fund (MIHAF). The Homeowner Assistance Fund was established under section 3206 of the American Rescue Plan Act of 2021 (the ARP) to mitigate hardships associated with the coronavirus pandemic by providing funds to prevent homeowner mortgage delinquencies, defaults, foreclosure, loss of utilities or home energy services and displacements of homeowners experiencing financial hardship on or after January 21, 2020 or for those homeowners who experience a coronavirus pandemic financial hardship that began before January 21, 2020 but continued after that date. For more information, visit MSHDA site here:

<https://www.michigan.gov/mshda/Homeownership/mihaf-homeowner-assistance>

For persons who may be facing financial difficulties with utilities, mortgage/rent, or other hardships, there are a number of assistance programs available. More information can be found on the city's website: <https://www.charlottemi.org/assistance-programs-available/>

RAVE Alerts

As a reminder, the City participates in RAVE Alerts which provides alert notifications to participants via voice, email, text, and posts to social media. These alerts can provide emergency notifications, street closures, and other important news. There are several ways to register: Text CHARLOTTE to 67283; Download the Smart911 app; Register for a free and secure safety profile online at Smart911.com.

MEMORANDUM

TO: Erin LaPere, City Manager

FROM: Thomas M. Hitch, City Attorney

RE: **Letter of March 31, 2022 from Ronald Smith on behalf of
Volunteer Firefighters**

DATE: April 1, 2022

The purpose of the memorandum is to answer your questions which resulted from the letter attached to this memorandum from Ronald Smith, styled "Fire Chief" regarding the Charlotte volunteer firefighters. In the letter, it asserts the conditions upon which the firefighters would return to positions as employees of the City (although as also asserted, the volunteers are "still in good standing" with the Fire Department). Upon the City's agreement, they would resume their duties as fire personnel.

You and I have discussed the letter extensively because the letter, frankly, upends the employer-employee relationship the City has with anyone who would be a "member of the Fire Department". Consistent with the opinions of the City's labor attorney, Michael Kluck, it is my judgment that there is no basis upon which the City can lawfully meet the demands set forth in that letter.

There has been much turmoil in the City since the Firefighters, en masse, resigned at the City Council meeting on March 21, 2022. After the Council meeting of March 28, 2022, you advised me that you consulted with Mr. Kluck and your March 30, 2022 press release set forth a path in which the City could lawfully engage in the employment of personnel to fill positions in the Charlotte Fire Department. You noted that the methodology set forth was consistent with the State and Federal employment laws which, based upon the March 31 response, the firefighters completely misunderstand. The following, is the basis of my opinion, and is a short emuneration of the City's responsibility under both the applicable State and Federal employment laws.

While the firefighters appear to have the mistaken belief that their Charter and Bylaws set forth the framework for their employment with the Fire Department, they are woefully misinformed. The provisions of the Firefighter's Charter and Bylaws referenced in emails today are of no moment. The City of Charlotte, like other employers with more than 15 full-

time employees, are subject to the terms of the Equal Opportunity Employment Act of 1972, 42 U.S.C. 2000e, as amended. Under that Act, the City cannot engage in employment activities without making such employment widely available to the public at large. The demand that the City rehire, en masse, the former Fire Department, would be a clear violation of a fair and open hiring practice. Whether someone may or may not sue is irrelevant, as the City cannot knowingly engage in a practice that does not meet the requirements of Federal law.

As the firefighters affirm in their March 31 letter, and as you and I have discussed on several occasions, they appear to believe that they still remain members of the Fire Department. Under State law, it is my opinion that their conduct, if they remained employed, is in clear violation of the Michigan Labor Laws. Under the Public Employment Relations Act of 1947, MCL 423.201, *et seq.*, a public employee is defined at MCL 423.201(e) as follows:

“(e) “Public employee” means an individual holding a position by appointment or employment in the government of this state, in the government of 1 or more of the political subdivisions of this state, in the public school service, in a public or special district, in the service of an authority, commission, or board, or in any other branch of the public service, subject to the following exceptions:”

By the definition, the volunteers are employees of the City, as they held these positions by employment subject to the control of a Fire Chief appointed by the City Manager.

At MCL 423.202, it provides “a public employee shall not strike...”. A strike by a public employee is defined at MCL 423.206(1), which provides in pertinent part:

“(1) Notwithstanding the provisions of any other law, a public employee who, by concerted action with others and without the lawful approval of his or her superior, willfully absents himself or herself from his or her position, or abstains in whole or in part from the full, faithful and proper performance of his or her duties for the purpose of inducing, influencing or coercing a change in employment conditions, compensation, or the rights, privileges, or obligations of employment... shall be considered a strike.”

If, as it appears, the volunteers still consider themselves employees, they were clearly in violation of the aforementioned Section of the Public Employment Relations Act. By quote “throwing their boots down” but maintaining that they are still “employees in good-standing”, their action patently violated the law.

Beyond misunderstanding this law, there is a complete misunderstanding of the City’s

obligations in the face of this. At MCL 423.203, no person, such as yourself, in exercising any authority, supervision or direction over public employees "shall have the power to authorize, approve or consent to a strike by public employees...". Engaging with the firefighters in these demands would amount, in my opinion, to the countenance by the City Administration to this illegal strike.

It appears that the former firefighters have wanted their "resignation" to be handled both ways. The Public Employment Relations Act does not prevent any employee from resigning. As you and I have discussed, by their statements and their actions, they have in fact resigned. To my knowledge, none of the volunteers have shown up at either of the fire stations to meet any of their obligations as firefighters. To consider their actions otherwise, is to engage in violations of the Michigan employment laws. They should be treated, as they stated, as they have resigned. In answer to your question, they need to reapply because they resigned.

In light of my analysis, I believe it is completely inappropriate for you to engage at all with Mr. Smith as it relates to the volunteers returning en masse. The volunteer fire organization is not a labor organization as that term is defined under the Public Employment Relations Act. In answer to your question, Mr. Smith, nor any other individual, has the authority as a representative of the volunteer firefighters as a group, but each volunteer is to be treated as any other potential applicant for the position of a firefighters seeking employment with the City. As I indicated to you previously, I believe that the best way forward is as you set forth in the March 30 press release, a process that meets the City's obligations in the considered judgment of our labor attorney.

As it relates to allegations regarding the Mayor, and violations of the City Charter, the City does not believe, and it is in no position to admit, that there are any Charter violations.

It is my opinion that you move forward as set forth in your March 30, 2022 press release.

TMH:cf

**CHARLOTTE VOLUNTEER FIRE DEPARTMENT
& RURAL FIRE ASSOCIATION
111 E. Lawrence Avenue**

**CHARLOTTE
Ph. 517-543-0241**



**MICHIGAN
48813**

March 31, 2022

Erin LaPere
City of Charlotte
111 E. Lawrence Ave.
Charlotte, MI 48813

City Manager LaPere,

On Wednesday, March 16th, a hand signed letter from all the Volunteers was delivered requesting a meeting to resolve outstanding issues. That message went unanswered. On Monday, March 21st, the Volunteers notified the City Council we resigned from our duty to respond due to the lack of action on our request.

We have had a lot of good talks and conversation in the last week. The Volunteers have heard talk on change multiple times before, but to this point that has not been followed up with action. Before we are comfortable and confident that our return will not result in a recurrence of issues, we need your agreement on the following items.

There have been multiple instances in which the Mayor has overstepped his position, and violated the Charter. This must be acknowledged, or a formal 3rd party investigation must be launched to prove that it hasn't.

All members of Council, the Mayor, the City Manager, and ourselves must hold each other accountable to operating the City per the Charter going forward. Any future violations will be reported for further investigation.

All Volunteers are still in good standing with the Charlotte Volunteer Fire Department, which provides fire services per City Ordinance Article III, Division 4. With your agreement to the items above, we will resume our duty to respond to emergencies.

A handwritten signature in cursive script, reading "Ronald Smith". The signature is written in dark ink and is positioned above the printed name and title.

Ronald Smith
Fire Chief
Charlotte Volunteer Fire Department

**Charlotte Fire Department and Rural Fire Association
Policy #100**

RECRUITING & EMPLOYMENT

I. PURPOSE

To outline the procedures to be followed in recruiting and employment. This policy, although maybe more restrictive, should be coordinated with the employment policies of the governing body.

II. PROCEDURE

- A. This department is an equal opportunity employer all persons are eligible for employment without regard to race, color, creed, sex or national origin. Additionally, persons employed will not be subject to discrimination, harassment, or inappropriate treatment with respect to their race, color, creed, sex, national origin or disability as outlined in specific Federal and State, local laws and ordinances.
- B. The following steps shall be taken in examining an applicant's qualifications for employment.
 - 1. The applicant shall complete a written fire department application.
 - 2. The applicant may be required to provide proof of high school graduation or GED.
 - 3. All applicants shall complete a pre-employment process established by department.
 - 4. The applicants will be screened in the following areas:
 - a. Criminal background
 - b. Drivers license
 - 1) Any applicant that has accumulated more than two (2) Civil infraction moving violations or has six (6) points on their Driving Record at the time of application will not be considered for employment. Once the accumulative points have fallen below six (6) the individual may reapply for employment.
 - 2) Any applicant that has accumulated more than two (2) Civil infraction moving violations or has six (6) points on their Driving Record at the time of application will not be considered for employment. Once the accumulative points have fallen below six (6) the individual may reapply for employment.
 - 5. Applicants who successfully complete the initial pre-employment process may be offered a conditional offer of employment contingent upon the successful completion of the following.
 - a. A pre-employment physical examination and drug screen at a medical facility designated by the Fire Chief.

- b. A pre-employment physical examination and drug screen will be referred for a pre-employment physical agility test. The physical agility test will be of a type as approved by the NFPA 1582 or comparable.
- c. A background investigation, family interview (if applicable), and driving record review.
- d. Successful completion of the State mandated training within mandated time period.

III. CONDITIONS OF EMPLOYMENT

- A. All persons offered employment as firefighters by the Department are expected to attend regularly scheduled training and respond to calls for service. Failure to attend regularly scheduled training and respond to calls for service without an acceptable reason may result in termination of employment. Personnel are expected to keep the Fire Chief or Designee apprised of all the hours during which they can be expected to be available for service. Personnel must immediately notify the Fire Chief of times when they will be unavailable for service due to personal circumstances.
- B. All persons employed as firefighters must maintain themselves in physical condition so as to be able to safely perform the duties of their position. All fire personnel participate in and successfully pass a periodic physical examination as determined by the fire department.

I have read and understand the content of this policy.

Signature _____

Date _____

AUTHORIZED BY: _____

TITLE: Chief DATE: 12-2-09

**Charlotte Fire Department and Rural Fire Association
Policy #101**

DRIVING RECORD REVIEW

I. PURPOSE

To assure that members/employees of the Charlotte Fire Department and Rural Fire Association maintain a current unrestricted Michigan operators license in accordance with the following policy.

II. GENERAL

- A. Each member of this department shall at all times maintain a current unrestricted Michigan operators license. Any member failing to maintain a current unrestricted operators license shall be placed on administrative leave until such time as he/she obtains a current unrestricted operators license.
- B. Any member whose operator license is suspended, revoked or restricted is immediately prohibited from operating any municipal vehicle or a personal vehicle as an emergency vehicle. Each member shall immediately notify the fire chief if his/her operators license has been suspended, revoked or restricted in any way. Each member is responsible for knowing the status of his/her operators license.
- C. The Department shall enroll in the subscription program through the State of Michigan Department of State. This program will automatically notify the Chief/Designee of a violation.

III. PROCEDURE

A. CLASS A VIOLATION

Any member of the Department convicted of a misdemeanor violation shall be automatically suspended from driving municipal vehicles. In addition, any such member shall also be required to attend an approved driver improvement program or equivalent training and be certified to operate emergency vehicles.

B. VIOLATIONS

- 1. "Misdemeanor Violations" referred to in this policy include, but are not limited to the following:
 - a) Driving while intoxicated
 - b) Driving under the influence of controlled substance
 - c) Operating during a period of suspension or revocation
 - d) Permitting an unlicensed person to drive
 - e) Reckless driving
 - f) Leaving the scene of an accident

C. CIVIL INFRACTIONS

1. Any member who receives a civil infraction moving violation on his/her driving record may be prohibited from operating their personal vehicles as an emergency vehicle or from driving any municipally owned vehicles. The suspension may expire after review by the Chief/Designee.
2. A change in point status license restriction could result in driving status change or possible suspension from the department.
3. The Fire Chief may change the driving status of department personnel based on driving complaints, driving ability, or upon recommendation of a command officer.
4. A complaint received by the department shall be investigated and become a part of the members personnel file. The member shall also be notified of the complaint.
5. A complaint filed found to be valid against a member of the department may invoke a restriction on driving municipal owned vehicles or personal vehicles as an emergency vehicle and/or may also result in suspension from the department for a period of time set by the Fire Chief.

AUTHORIZED BY: 

TITLE: Chief

DATE: 12-2-09

**Charlotte Fire Department and Rural Fire Association
Policy #102**

PHYSICAL FITNESS GUIDELINES

I. PURPOSE

These Physical Fitness guidelines are designed to facilitate an optimal level of fitness and reduce those accidents or injuries caused by poor conditioning. These guidelines explain the conditions, responsibilities, and parameters of the program and apply to all members of the _____ Fire Department.

II. PROCEDURE

A licensed physician shall certify in writing to _____ City/Village/Township if the employee is able to participate in the program based on an examination that includes consideration of the following:

- Medical History
- Occupational history
- Height and weight
- Vital signs
- Dermatological system
- Ears, eyes, nose, mouth, throat
- Cardiovascular system
- Respiratory system
- Gastrointestinal system
- Genitourinary system
- Endocrine system
- Musculoskeletal system
- Neurological system
- Audiometry
- Visual acuity and peripheral vision testing
- Pulmonary function testing
- Laboratory testing (including cholesterol)
- Diagnostic imaging (if indicated)
- Electrocardiography (if indicated)

The licensed physician shall certify in writing to the _____ if the employee is unable to perform the essential functions of his/her job and to participate in the program based on the above criteria. If an employee is not able to perform the essential functions of his/her job without posing a direct threat to himself/herself or others, the reason for the inability shall be indicated, and the employee will be placed on medical leave.

III. MEDICAL EVALUATION (See attachment A)

A licensed physician shall determine an employees ability to participate in the physical fitness program and shall certify the employee's ability to perform essential job functions.

- A. Medical evaluations and examinations shall be obtained according to attachment (A) unless indicated otherwise by a licensed physician, Fire Chief or Designee.
- B. Employees shall obtain the required medical examinations from a participating physician.
- C. The cost of medical examination shall be covered at the expense of the department.

IV. RESPONSIBILITY

- A. All Employees shall exercise according to a program developed specific to their department.

V. EVALUATION

- 1. Pre-testing assessment of all employees will be conducted to determine their level of physical fitness, and their ability to participate in the program
- 2. Periodic testing will be conducted to evaluate employee progress.

VI. POLICY

A. Exercise Program

- 1. Station members should exercise together when practical.
- 2. Health Concerns: Employees and supervisors should be aware of signs of overexertion when exercising. The following are signs to watch for: Tightness or pain in the chest, numbness or pain in the arms, severe breathlessness, lightheadedness, dizziness, loss of muscle control, nausea, muscle pain, or profuse sweating. If any of these symptoms develop, stop the activity immediately.
- 3. Privacy: All records generated by the physical fitness program are confidential records and shall be maintained in employee medical file. No individual results from the periodic assessments and/or physical fitness test will be released to unauthorized individuals. Access to the files is limited to the Fire Chief, and/or designed, the Employees' Physician and the employer or his designee unless otherwise required by law.
- 4. Fitness Evaluations: In combination with the physical examination employees shall be evaluated in five (5) areas:
 - A. Flexibility
 - B. Muscular Endurance
 - C. Body Composition
 - D. Muscular Strength
 - E. Aerobic Capacity

5. Physical Training Injuries: One of the primary objectives of a physical fitness program is to prevent or reduce injuries and illness. The injuries that occur shall be analyzed. All injuries, as a result of the Physical Fitness Program, while on duty, will be considered on-the-job injuries. Participating in other sports or athletics, other than the prescribed program sanctioned by the Fire Department, are not approved or allowed while on duty. On duty injuries related to the Physical Fitness Program will be reported in accordance with Departmental policy.
6. Employees may not participate in any competitive fitness activities while on duty.
7. Meal planning and weight control guidance will be available to assist personnel in the selection and preparation of foods that provide nutritional value conducive to physical fitness.
8. Smoking cessation programs will be available for those who choose to participate.

VII. PROCEDURES

- A. Stretching, exercise designed to warm-up muscles, increase range of motion and flexibility, and decrease the potential for injury, should be performed for a period of ten minutes immediately before and after cardiovascular conditioning.
- B. Cardiovascular conditioning shall be any approved exercise, with each individuals target heart rate, to be performed continuously for a minimum of 30 minutes.
 1. Target heart rate computation:
 - A. 220 minus age
 - B. Multiply remainder by .7 and .8
 - C. Range between both products is an individual target heart rate.
Example 45 year old
 $220 \text{ minus } 45 = 175 \text{ beats per minute}$
 $175 \times .7 = 123$ and $175 \times .8 = 140 \text{ beats per minute}$
Individual target heart rate equals 123 to 140 per minute.
 2. Continuous means a constant, steady uninterrupted pace.
 3. Walking is a virtually injury-free form of aerobic exercise that will improve cardiovascular conditioning.
 4. Strength conditioning may consist of exercise with weights or calisthenics such as push-ups, pull-ups, and dips and shall be performed for a minimum of ten-minutes.
 5. These procedures may be varied based upon specific requirements prescribed by a licensed physician.

C. Agility Test

As part of this program, employees may elect to take the entry-level agility test once per year. Employees who successfully complete the agility test have the option not participating in this program for the subsequent one-year period.

AUTHORIZED BY: 
TITLE: Chief DATE: 12-2-09

Attachment A

Fire Department Periodic Physical Exam (Fulltime & Paid-on-call)

Occupational medical evaluations should be conducted as part of the hiring process and a condition of employment with the Charlotte Fire Department after an offer of employment has been made. One of the main concerns is to have physical examinations given which are consistent with the duties a fire fighter will be performing. This requirement should be made part of the Fire Department's policies and procedures, or rules and regulations (condition of employment).

Occupational medical evaluations shall be conducted as baseline surveillance and annually thereafter. An occupational medical evaluation shall be performed following a member's exposure, illness, injury, or protracted absence from the job. The scope of that evaluation shall be determined by the fire department physician after reviewing the type and severity of the condition.

The components of the medical evaluations shall conform to all applicable U.S. OSHA standards, including 29CFR 1910.120, "hazardous waste operations and emergency response," 29CFR 1910.34, "Respiratory protection," 29CFR 1910.95, "Occupation noise exposure," and 29CFR 1910.1030, "Bloodborne pathogens."

CHARLOTTE FIRE DEPARTMENT AND RURAL FIRE ASSOCIATION

Medical Evaluations

Pre-Placement Medical Evaluation

Complete history and examination

OSHA respirator medical questionnaire

Audiometry

Pulmonary function test (baseline)

Titmus vision/color test

Urine drug screen six panel

Chest x-ray two views with interpretation (baseline)

Electrocardiogram (required for full-time/as indicated or over 40 for part-time)

Exercise stress test (required for full-time/as indicated or over 40 for part-time)

Comprehensive blood profile CBC, Chem. Panel 20 w/cholesterol (required for full-time/as indicated or over 40 for part-time)

Occupational medical evaluations should be conducted as part of the hiring process and a condition of employment with the Fire Department after an offer of employment has been made. One of the main concerns is to have physical examinations given which are consistent with the duties a fire fighter will be performing. This requirement should be made part of the Fire Department's policies and procedures, or rules and regulations (condition of employment).

Occupational medical evaluations shall be conducted as baseline surveillance and annually thereafter. An occupational medical evaluation shall be performed following a member's exposure, illness, injury, or protracted absence from the job. The scope of that evaluation shall be determined by the fire department physician after reviewing the type and severity of the condition.

The components of the medical evaluations shall conform to all applicable U.S. OSHA standards, including 29CFR 1910.120, "hazardous waste operations and emergency response," 29CFR 1910.34, "Respiratory protection," 29CFR 1910.95, "Occupation noise exposure," and 29CFR 1910.1030, "Bloodborne pathogens."

Hazardous Material Technician Medical Examination

Complete history and examination

OSHA respirator medical questionnaire

Audiometry

Pulmonary function test

Titmus vision/color test

Chest x-ray two views with interpretation (if indicated or over age 40)

Electrocardiogram (if indicated or over 40)

Exercise stress test (if indicated or over 40)

Comprehensive blood profile CBC, Chem. Panel 20 w/cholesterol (baseline, if indicated and post exposure)

Additional lab analysis (baseline and post exposure)

Triglycerides

CPK

RBC Cholinesterase
Cadmium Blood
Lead/ZPP blood
Chromium
Arsenic
Mercury
Beryllium

Hepatitis B Vaccination
Post offer of employment

Hepatitis B Titer
As required

Return to Work Medical Evaluation
Not required with unrestricted return to work from personal physician

**Charlotte Fire Department and Rural Fire Association
Policy #118**

POSITION DESCRIPTION: FIREFIGHTER

I. FIREFIGHTER

A Firefighter will work under the supervision of the highest ranking command officer. The senior Firefighter shall assume command.

II. GENERAL DESCRIPTION OF DUTIES

All volunteer and paid on call fire fighters must be certified as a FFI by the Michigan Fire Fighter Training Council within twenty-four (24) months of hire. All full time fire fighters must be certified as a FFII by the Michigan Fire Fighter Training Council within twelve (12) months of hire including, ICS and NIMS.

To protect life, limb, and property by performing fire fighting, emergency medical services, hazardous materials, or fire prevention duties. To maintain fire equipment, apparatus, and department facilities.

III. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Performs firefighting activities including driving fire apparatus, operating pumps and related equipment, laying hose, and performing fire containment, extinguishments and overhaul tasks.
2. Performs emergency medical service activities including providing medical treatment as allowed by the individual or licensure level of the department.
3. Participates in training, attends classes in firefighting, emergency medical, hazardous materials, and related subjects.
4. Operates radios and other communications equipment.
5. Carries out duties in conformance with Federal, State, County, City and Local laws and ordinances.
6. Assist in developing plans for special assignments such as emergency preparedness, hazardous communications, training programs, firefighting, hazardous materials, and emergency aid activities.

The examples of duties are intended only as illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or logical assignments to the position.

III. MINIMUM REQUIRED EDUCATION AND TRAINING

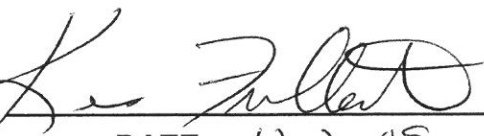
An equivalent combination of education and employment and be a high school graduate or GED equivalent.

- A. Must be 18 years or older at time of employment and be a high school graduate or have a GED equivalent.

AUTHORIZED BY:

TITLE:

DATE:


Chief 12-2-09

CHARLOTTE VOLUNTEER FIRE DEPARTMENT

Mission Statement

The Charlotte Volunteer Fire Department shall provide the best possible emergency services in order to protect the lives and property of citizens of the City of Charlotte and the Rural Fire Association by utilizing state of the art equipment and techniques, and by continuous improvement through training and education.

CONSTITUTION

ARTICLE I

The Department shall be known and designated as the Charlotte Volunteer Fire Department and Rural Fire Association. It shall be referenced to hereinafter in the Constitution and By-Laws as "the Department".

ARTICLE II

Section 1

The officers of the Department shall consist of the Fire Chief, Assistant Fire Chief and Secretary – Treasurer.

Section 2

The command officers of the Department are the Fire Chief, Assistant Fire Chief and persons so designated by the Fire Chief.

Section 3

In the absence of all command officers, the responsibilities will be jointly shared by the senior firefighters present who shall take command of all firefighters, fire trucks, and other apparatus until such time that all equipment and personnel are returned to the fire station and to normal status, or until an officer arrives to take command of the situation.

Section 4

The volunteer strength of the Department shall not exceed 32 in number, except as provided by Article V, Section 4 of this Constitution.

ARTICLE III

Section 1

The voting power of the Department shall consist of all the volunteer members except V.I.P.s.

Section 2

The officers of the Department shall be elected separately by a simple majority of the voting members present at the Annual Meeting, held on the first Wednesday in April of each year.

Section 3

The nomination of officers shall be made on the same night as the election, and one office shall be filled before any nomination for another office shall be made.

Section 4

The Fire Chief shall appoint two tellers to assist him in conducting the election.

Section 5

Should there be no decision on the first ballot for the election of any officer, the candidate with the lowest number of votes shall be dropped and another ballot conducted, until a candidate is elected by a majority vote.

Section 6

In case of the death or resignation of any officer, it shall be the duty of the Department to proceed to elect a replacement at the next regular business meeting. In case of resignation, the election shall be held the same night the resignation is accepted.

ARTICLE IV

The officers of the Department shall perform duties defined in the following sections.

Section 1

It shall be the duty of the Fire Chief to operate the Department in compliance with all City, State and Federal Fire Department laws and regulations, promulgate and implement policies and procedures, preside at all meetings, preserve order, enforce Constitution and By-Laws of the Department, call special meetings when necessary or in response to the written request of five or more members, and to notify the Secretary-Treasurer of the time and purpose of such meetings.

Section 2

It shall be the duty of the Assistant Fire Chief to perform the duties of the Fire Chief in his absence, to perform other duties as directed by the Fire Chief and to conduct the election of the Fire Chief.

Section 3

It shall be the duty of the Secretary-Treasurer to keep minutes of all business meetings of the Department and account for all funds related to the Department.

ARTICLE V

The Department shall consist of volunteer firefighters and V.I.P.s. (See Article J of these By-Laws).

Section 1

Members of the Charlotte Volunteer Fire Department must be 18 years of age and:

1. Reside inside the C.F.D. coverage area and within a three mile radius of the intersection of Lawrence and Cochran or within a three mile radius of Shepherd and State.
2. Be employed within the same circle defined in (1.) above and have written approval from their employer to leave work.
3. Be available to respond to emergency calls 24 hours per day when appropriate.
4. Meet all other entry level requirements for firefighters on file with the City Clerk.

Section 2

If an applicant cannot meet the above listed requirements, they may still be considered for membership if they do all of the following:

1. Submit a written request to the Fire Chief for a variance for the unmet requirement at least 10 days prior to a regular business meeting.
2. Pass a vote of the firefighters present at that business meeting with a simple majority.
3. Earn the approval of the Fire Chief.

Section 3

If any firefighter undergoes a change in which causes him to fail to meet any of the eligibility requirements, it will be his responsibility to notify the Fire Chief in writing by the next regular business meeting.

Section 4

Adjusting the total number of firefighters shall be at the discretion of the Fire Chief, subject to budget appropriations, so long as there is no conflict with the Hiring Policy document referred to in the next section. The Fire Chief may ask for input from the volunteers if necessary.

Section 5

Applicants for membership on the Department shall refer to the Charlotte Volunteer Fire Department Hiring Policy document, on file with the Fire Chief or the City Clerk, for information on the application process.

ARTICLE VI

The Constitution and By-Laws of the Department may only be changed by a two-thirds (2/3) vote of the membership at a regular business meeting, and only after written notice of the proposed change has been given at the previous monthly meeting.

ARTICLE VII

The order of business at every regular business meeting of the Department shall be:

1. Calling of the Roll
2. Reading the Minutes
3. Applications for Membership
4. Treasurer's Report
5. Committee Reports
6. Old Business
7. New Business
8. Adjournment

ARTICLE VIII

All the provisions of this Constitution and its By-Laws shall be subject to the Charlotte City Charter.

BY-LAWS

ARTICLE A

The Annual Meeting of the Department shall be on the first Wednesday in April of each year, and the regular business meetings shall be held on the first Wednesday of each month. The training meetings shall be the second Wednesdays of October, November, December, January, February and March. It is the Firefighters responsibility to read minutes and make up missed materials of each unattended meeting.

ARTICLE B

Ten voting members and the Fire Chief or the officer acting in his stead shall constitute a quorum for the transaction of business at a regular or special business meeting.

ARTICLE C

The hour of the business meeting shall be 7:30 p.m., and Robert's Rules of Order shall be followed in conjunction with the Department's By-Laws. The scheduled training meetings shall begin at 7:00 p.m.

ARTICLE D

All firefighters in good standing shall have one vote each on decisions made by the Department at any regular or special business meeting. Any firefighter who is on initial or disciplinary probation, or who has been granted leave, shall have no voting privilege during that period.

ARTICLE E

In a closed session, the performance of any volunteer member may be questioned by any other volunteer. Upon a majority vote of all members present at a regular or special business meeting, the volunteer firefighter in question may be referred to the Fire Chief for the evaluation process as outlined in the Hiring Policy referred to in Article V, Section 5 of the Constitution.

ARTICLE F

It shall be the duty of each member responding to an alarm to report immediately to the station and assist in conveying the trucks and other apparatus to any point designated by the officer in command and to remain on duty until discharged by the officer in command. Refer to the Charlotte Volunteer Firefighter Handbook for further details on the firefighter response policy.

ARTICLE G

It is the responsibility of every member to read and understand the Constitution & By-Laws of the Department and the Charlotte Volunteer Firefighter Handbook.

ARTICLE H

At a fire or incident location, Chief Officers shall wear white to designate command status, and other officers shall wear red.

ARTICLE I

Expense will be reimbursed to all Firefighters in good standing by the following schedule.

<u>Attendance</u>	<u>Reimbursement</u>
45% and above	100%
35% to 44%	66.67%
25% to 34%	33.33%
0% to 24%	0%

Percentage reimbursement will be calculated by a member's attendance at General Alarm Fires, regular business and special business meetings, all training meetings, hose test and other schools called by the Fire Chief. The Fire Chief may, at his discretion, improve a member's response percentage by only one level using Squad and Ambulance Assist calls.

ARTICLE J

Any member who leaves the Department with 20 or more years of service or has extenuating circumstances may ask to become a V.I.P. by a majority vote of the members of the Department. All V.I.P.s are entitled to attend all social functions and meetings with no voting privileges. V.I.P.s will receive no reimbursement and must wear proper fire equipment, to be determined by the Fire Chief at any incident.



Memo

To: Honorable Mayor Armitage; City Council
From: City Manager LaPere, MPAP
Date: April 1, 2022
Re: Staff report on draft FY2022-23 Budget

The City Charter states that the draft budget must be presented to City Council by the first meeting in April. Administration is finalizing the budget document and will have a copy to present to Council at the meeting Monday night. On Thursday, April 14th the City Council workshop meeting will be devoted to reviewing the draft budget document. This will provide Council members time to review the document and prepare any questions for myself or Finance Director/Treasurer Smith.

eel