



PROPOSED AGENDA
REGULAR MEETING OF THE CHARLOTTE CITY COUNCIL
111 E. Lawrence Ave, Charlotte, MI 48813 (517) 543-2750
7:00 P.M. Tuesday, July 05, 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/86708920006>
One tap mobile: +16465588656,,86708920006#
Telephone: (312) 626-6799 Webinar ID: 867 0892 0006

- 1. Call to Order**
- 2. Roll Call**
- 3. Invocation – Jack Conklin - Lawrence Ave. Methodist Church**
- 4. Pledge of Allegiance**
- 5. Approval of Minutes**
 - a. June 20, 2022 Regular 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 \$255,663.62
 - b. Mayoral appointment(s) Boards and Commissions
 - c. First reading of Ordinance 2022-02 Amendment to Chapter 82, Section 82-107 Principal Permitted Uses, (4) Home Occupations
 - d. Approve MDOT Contract No. 2022-0783 - acquisition of easements
 - e. 2022-16 Resolution authorizing signatories for MDOT Contract No. 2022-0783
- 10. Business Agenda**
 - a. Consider approval of police vehicle purchase request
 - b. Consider approval of fire hose purchase request

- c. Recission of prior Resolutions and approval of 2022-15 proposed Charter Amendments for Mayoral 4-yr term.
- d. Second reading and consider adoption of Ordinance 2022-01 Amendments to Sign Regulations
- e. First reading of Ordinance 2022-03 to amend Chapter 15, Businesses to add Section 15-76, regulations for medical marijuana caregiver uses

11. Communications and Committee Reports

- a. City Attorney Report
- b. City Manager Report
- c. Fire Activity Report - June 2022
- d. Councilmember Committee Reports

12. Public Comment

13. Mayor and Council Comments

14. Recess to Closed Session

- a. Pursuant to PA 267 of 1976, Section 15.268 (c) for strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement.

15. Reconvene Open Session

- a. Approval of Resolution 2022-17 to approve the union contract with IAFF.

16. 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
June 20, 2022

CALL TO ORDER:

By Mayor Armitage on Monday June 20, 2022 7:00 p.m.

ROLL CALL:

Mayor Armitage, Mayor Pro-Tem Weissenborn, Council members Dyer, Rodriguez, and Van Langevelde and Chin. Duweck was absent. A quorum was met. Also in attendance were Attorney Gillies, City Manager LaPere, and City Clerk LaRocque.

City staff in the audience; Finance Director/Treasurer Smith; Police Chief Brentar; Fire Chief Jordan; and Public Works Director Gilson.

INVOCATION:

Dennis Weeks, Chester Gospel – not available

PLEDGE OF ALLEGIANCE:

Led by Mayor Armitage

APPROVAL OF MINUTES:

June 06, 2022 Regular meeting minutes and June 09, 2022 Workshop meeting minutes.

Motion by Chin, supported by Dyer to approve the meeting minutes as presented. Carried; Yea 6; Nay 0; Absent 1.

EXCUSE ABSENT MEMBERS:

Motion by Van Langevelde supported by Dyer to excuse the absence of councilmember Duweck. Carried; Yea 6; Nay 0; Absent 1.

PUBLIC HEARING:

a. Special Assessment District (SAD)

It is noted that this assessment was created in 2021, this annual renewal gives notice to residents of the amount to be assessed for this calendar year and gives them an opportunity to notice the city of their objection in person and reserve their right to appeal before the State Tax Tribunal or any other appropriate entity. The assessment will remain in perpetuity until Council abolishes it.

Public comment was opened with the following city residents speaking in protest: Matt Brook, who also owns 17 rental properties in Charlotte, a list of which was submitted by Brook and has been entered into the record; John Forte; Caleb Mason; and Charles Spagnuolo (via Zoom). Resident Don Sovey spoke in support of the assessment. Public comment was closed at 7:21 p.m. with no further comments offered.

The Clerk is also in receipt of an objection via email from Richard Deer and a letter submitted by DTN Management Company.

b. ZBA variance approval 319 Warren Ave.

Public comment was opened with the property owners James and Gail Higashino making their case for the approval of extending out the current fence line which is restricted in the ordinance to give them more room in their back yard in regards to the placement of a privacy fence on their corner lot; Caleb Mason, resident, spoke in favor of granting the Higashino's a variance. Public comment was closed at 7:29 p.m. with no further comments offered.

PUBLIC COMMENT:

No comments given

APPROVAL OF AGENDA:

Motion by Van Langevelde supported by Dyer to approve the agenda as presented. Carried; Yea 6; Nay 0; Absent 1.

CONSENT AGENDA:

- a. Approval of Claims and Expenditures totaling \$298,928.08
- b. Approval of Firework Display Permit at Eaton County Fairgrounds
- c. Appointment of Councilmember Duweck as council representative for the Planning Commission
- d. Resolution 2022-14 to approve amendments to FY 21-22 budget

**RESOLUTION NO. 2022-14
TO AMEND THE BUDGET FOR THE 2021-22 FISCAL
YEAR**

BE IT HEREBY RESOLVED by the City Council of the City of Charlotte that the 2021-22 Fiscal Year Budget is amended as per the attached Budget Report for City of Charlotte for Fiscal Year 2021-22.

- e. Approval of lease agreement with Shyft Group for temporary use of Airport property

Motion by Weissenborn supported by Dyer to approve the Consent Agenda items a through e. Carried by unanimous roll call vote; Yea 6; Nay 0; Absent 1.

BUSINESS AGENDA:

- a. Consider approval of Variance for 319 Warren Ave.

After discussion, it was determined the criteria required to be met when granting a variance of the zoning ordinance was not met to grant this variance. Discussion ensued among the Council who felt another look at the ordinance should be pursued and it was agreed to consider amending the zoning ordinance to ease the restrictions on fence height and placement on corner lots. Amending an ordinance will take a few months to accomplish

Motion by Van Langevelde supported by Dyer to approve the zoning variance at 319 Warren Ave. Failed by roll call vote; Yea 2 (Rodriguez, Van Langevelde; Nay 4 (Weissenborn, Chin, Armitage, Dyer); Absent 1.

- b. Resolution 2022-13 to approve Special Assessment Roll for fire department

**RESOLUTION NO. 2022-13
TO CONFIRM THE SPECIAL ASSESSMENT ROLL
FOR THE OPERATION AND MAINTENANCE OF THE
CHARLOTTE FIRE DEPARTMENT AND TO LEVY
AND TO COLLECT THE TAXES AND TO PROVIDE
FOR ANNUAL APPROPRIATIONS**

WHEREAS, the City Council has, in adopting Resolution 2021-057, established a district to provide for the purchasing of equipment and for the operation and maintenance of the Charlotte Fire Department, pursuant to 1951 P.A. 33, as amended; and

WHEREAS, the City Council has caused the Assessor to prepare an assessment roll spreading the total amount to be assessed against each parcel for fire protection for the fiscal year 2022; and

WHEREAS, the City Council, after due and legal notice, has reviewed the special assessment roll prepared for the

purpose of defraying the cost of operating and maintaining the Charlotte Fire Department as follows:

For the purchase of fire apparatus and equipment, and for the funding, on an annual basis, for the operation and maintenance of the Charlotte Fire Department. and

WHEREAS, the City Council deems said special assessment roll to be fair and equitable as reported to it by the Assessor;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Said special assessment roll shall be designated "Special Assessment Roll No. 1 of 2022," and the district against which it is spread shall be designated "Special Assessment District No. 1 of 2022"

2. Said Special Assessment Roll No. 1 of 2022 in the amount of \$885,034.00, as prepared and reported to the City Council, shall be and the same is hereby confirmed.

3. The special assessment will defray eighty-five percent (85%) of the estimated cost of \$1,041,221.00 for the City's portion of the fire protection services. Each property subject to the assessment shall be assessed 3.805 mills per annum. The first 1.805 mills shall be collected on the July 2022 tax roll and the remaining 2 mills shall be collected on the December 2022 tax roll.

4. The assessments made in special assessments roll are hereby ordered and directed to be collected, and the City Clerk shall deliver said special assessment roll to the City Treasurer, with his warrants attached, commanding the Treasurer to collect the assessments therein in accordance

with the directions of the City Council with respect thereto, and the Treasurer is directed to collect the amounts assessed as the same become due.

5. The City Council may appropriate annually that sum necessary for the maintenance and operation of the fire department, as provided by law.

6. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

Motion by Dyer and supported by Chin to approve Resolution 2022-13 Carried by roll call vote: Yea 6; Nay 0; Absent 1.

c. Resolution 2022-11 to approve FY 22-23 budget

**RESOLUTION NO. 2022-11
TO APPROVE THE BUDGET FOR THE FISCAL
YEAR THAT BEGINS JULY 1, 2022, TO SET RATES
OF TAXATION, AND TO AUTHORIZE OTHER
RELATED ACTIONS.**

WHEREAS, in accordance with the provisions of the City Charter, the City Manager submitted to Council a proposed budget for the fiscal year commencing July 1, 2022 and ending June 30, 2023; and

WHEREAS, Council members have reviewed the proposed budget and the Council has availed itself of opportunities to be informed about its contents, to discuss the spending plan for the City, to debate its implications and to offer amendments to the budget; and

WHEREAS, in accordance with legal requirements and after proper notice, a hearing was held on the proposed budget on June 6, 2022;

NOW, THEREFORE, BE IT RESOLVED that the estimated revenues for the fiscal year are hereby accepted by the City Council as follows:

101	General Fund		\$5,801,120
	Taxes	\$3,590,285	
	Licenses & Permits	\$11,740	
	Intergovernmental	\$1,698,325	
	Charges for Services	\$46,500	
	Fines & Forfeitures	\$10,250	
	Other Revenue	\$94,020	
	Interfund Transfers	\$350,000	
202	Major Street Fund		\$1,193,800
203	Local Street Fund		\$581,000
206	Fire Fund		\$1,496,845
230	Police Drug Enforcement Fund		\$1,500
240	Police Training Fund		\$21,500
243	Brownfield Redevelopment Fund		\$97,815
260	DDA Fund		\$37,035
261	LDFA Fund		\$3,000
270	Industrial Park Fund		\$11,640
280	Airport Fund		\$185,720
290	Federal & State Grants Fund		\$0
330	2008 Facility Building & Site Fund		\$229,030
500	Recycling Fund		\$88,280
510	Water and Sewer Fund		\$4,699,500
	Water Revenue	\$1,775,600	
	Sewer Revenue	\$2,853,700	
	Other Revenue	\$70,200	
601	Motor Vehicle Pool Fund		\$540,950
666	Information Technology Pool Fund		\$281,500

AND BE IT FURTHER RESOLVED, that expenditures for the fiscal year are hereby authorized for the various funds in the following amounts:

101	General Fund		\$5,633,610
	General Government	\$1,624,535	

	Public Safety	\$2,453,885	
	Public Works	\$869,570	
	Community & Economic Dev.	\$337,030	
	Parks & Recreation	\$103,060	
	Operating Transfers	\$245,530	
202	Major Street Fund		\$1,673,650
203	Local Street Fund		\$626,375
206	Fire Fund		\$1,496,845
230	Police Drug Enforcement Fund		\$1,500
240	Police Training Fund		\$21,500
243	Brownfield Redevelopment Fund		\$83,940
260	DDA Fund		\$44,395
261	LDFA Fund		\$350
270	Industrial Park Fund		\$3,000
280	Airport Fund		\$185,720
290	Federal & State Grants Fund		\$0
330	2008 Facility Building & Site Fund		\$198,500
500	Recycling Fund		\$58,280
500	Water and Sewer Fund		\$5,261,825
601	Motor Vehicle Pool Fund		\$714,590
666	Information Technology Pool Fund		\$281,500

AND BE IT FURTHER RESOLVED, that 14.1369 mills be levied on the taxable valuation as equalized for general operating requirements of the City;

AND BE IT FURTHER RESOLVED, that .1800 mills be levied on the taxable valuation as equalized for yard waste collection;

AND BE IT FURTHER RESOLVED, that .0730 mills be levied on the taxable valuation as equalized for recycling center operating requirements;

AND BE IT FURTHER RESOLVED, that .9000 mills be levied on the taxable valuation as equalized to cover the principal and interest payments of the General Obligation

Unlimited Tax Refunding Bonds, Series 2017, which refunded the 2008 Building Facility & Site bonds approved by the electorate on November 6, 2007;

AND BE IT FURTHER RESOLVED, that 3.805 mills be levied on the taxable valuation as equalized for Special Assessment District #1 of 2022 to defray costs of fire protection services and capital expenditures, which assessment will be revenues of the Fire Fund;

AND BE IT FURTHER RESOLVED, that 1.8890 mills be levied on the taxable valuation as equalized for parcels within the Downtown Development Authority (DDA) district, which taxes will be revenues of the DDA fund;

AND BE IT FURTHER RESOLVED, that all taxes and special assessments levied on the City tax roll shall be assessed a 1% property tax administration fee;

~~**AND BE IT FURTHER RESOLVED**, that the administration is hereby directed to raise through donations, sponsorships or other fund-raising the sum of \$20,000, which sum shall be used to defray operating expenses of the recycling center during the 2022-23 fiscal year;~~

AND BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to grant wage increases for non-union employees within authorized budget allowances;

AND BE IT FURTHER RESOLVED, that within the General Fund, \$110,125 is reserved and non-spendable as prepaids and inventory;

AND BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to make budgetary transfers within a fund or between funding centers within a fund, if such exist, and that

all other transfers be approved only by further action of the Council pursuant to the provisions of the Michigan Uniform Budgeting and Accounting Act.

The foregoing resolution 2022-11 was presented by Van Langevelde and supported by Dyer for approval after striking the paragraph that directs staff to fundraise \$20,000 for the recycling center. Carried with the following roll call vote; Yea 6; Nay 0; Absent 1 (Duweck).

d. Resolution 2022-12 to approve 2022 Fee Schedule

**RESOLUTION 2022-12
TO UPDATE THE FEE SCHEDULE**

WHEREAS, fees to be paid for zoning reviews, including fences, sheds, site plans, rezoning, Board of Appeals requests, etc., are to be established by resolution of the City Council; and

WHEREAS, fees to be paid for water turn on charges, NSF check, Sewer Cleaning, call out rates, and meter testing, etc. are to be established by resolution of the City Council; and

WHEREAS, fees to be paid for gun permits, copies of police reports, breath test, water turn on charges, weed cutting, copies, DVDs, CDs labels and other requests are to be established by resolution of the City Council; and

WHEREAS, fees are reviewed on an annual basis to consider whether to be adjusted to reflect the true costs of providing the services associated with the issuance of those services;

NOW THEREFORE BE IT RESOLVED, that the following fees be established as follows:

Administration/General Fees

~~City Code Book (incl Charter and Zoning w/ cover and tabs) \$95~~

City Code Book (incl Charter and Zoning no cover/tabs)
\$0.25 per page

City Charter \$13.25

Qualified Voter File Information varies per FOIA ~~\$0.25 per page~~

~~Or \$5 per CD digital~~

~~Labels \$0.03 each~~

Copies \$0.25 per page

Notary Services \$10

Planning and Zoning

Zoning Permit (shed or fence) \$20

Act 425 Agreement \$100

Rezoning \$150

Rezoning w/ Master Plan Change \$200

Zoning Board of Appeals Hearing \$75 \$100

Site plans, including planned development districts
\$100

Special Condition Use \$100

Class A Non-Conforming Use \$100

Plan Review: Commercial/large building \$75

Plan Review: Residential/small building \$25

Agency or other requested inspections \$25

Agency or other requested reinspection \$15

Subdivision Review: Conventional Plat \$250

Plus \$2 per lot

Subdivision Open Spaces Plan \$250

Plus \$2 per lot

Multifamily Residential Plat \$250

Plus \$2 per individual dwelling unit

Zoning Book \$0.25 per page

Zoning Map \$2

Master Plan with Maps \$40

Copies \$0.25 per page

Department of Public Works

Water turn-on fee (repair/seasonal) \$30

Water turn-on fee (after hours - repair/seasonal) ~~\$70~~ \$100

Water turn-on fee (non-payment shut off) \$80

NSF returned check fee \$30

Sewer clean ~~\$75~~ \$85

Sewer clean (after hours - call out) ~~\$150~~ \$170

Sewer clean (holiday - call out) \$200

Meter test varies per cost

Weed cutting (actual cost of labor/equipment) minimum
\$150

Water meter rental:

Meter deposit (refundable less water charges) \$500

0-5,000 gallons minimum fee \$50

Above 5,000 gallons minimum fee \$100

Water used is billed at twice established rate

Frozen meter replacement varies based on cost of meter and
copper horn

Frozen meter in pit varies based on cost of meter

Frozen water service varies based on labor, material,
and equipment costs

Sprinkler meter varies based on cost of meter and copper
horn

Sidewalk snow removal (based on actual costs) minimum
\$100

Brush clean-up (based on actual costs) minimum \$100

Trash clean-up (based on actual costs) minimum \$150

Copies \$0.25 per page

Fire Department

Occupancy Permit \$30

Building/Structure Fire \$500

Residential False Alarm \$100

Commercial False Alarm \$200
 Vehicle Accident \$200
 Vehicle Accident with Extrication \$500
 Vehicle Fire \$500
 Cable Line Hazard \$50
 Power Line Hazard \$250 for first hour
 \$50 per hour for each additional hour or fraction thereof
 Fire Department Standby \$50
 Fire Report (non-FOIA) \$5

Police Department

Emergency Response Incidents Involving DUI \$250-500
 Residential False Alarm \$100
 Commercial False Alarm \$200
 Gun permit (notary fee) \$10
 Downtown parking permit (residents only) \$30
(6mos)
 Police report (FOIA) varies per FOIA
 Court ordered breath testing \$5
 Vehicle crash reports order online at
<https://policereports.lexisnexis.com>

The foregoing resolution 2022-12 was presented by Dyer and supported by Van Langevelde for approval. Carried with the following vote; Yea 6; Nay 0; Absent 1.

COMMUNICATIONS AND COMMITTEE REPORTS:

a. City Attorney report was received.

Armitage noted the Charter Amendments regarding Ward Elimination, Mayoral Term length and Moving City Elections from Odd to Even years will be in the discussions to come at the July 5th meeting with the Attorney.

b. City Manager report was received

LaPere mentioned public input is sought for the Tri-County Mitigation Plan with a link to the report; volunteer opportunities still available to join one our City Boards and Commissions; Our Code Enforcement officer is working to establish a “Sponsor a Neighbor” program for help in lawn mowing; the Rental Inspector will be sending out notices to rental owners needing to register and those who need to schedule an inspection. Assistance programs for residents with financial difficulties paying their bills can be found at <https://www.charlottemi.org/assistance-programs-available/>; Sign up for RAVE alerts – text “Charlotte” to 67283; and Comcast, a cable and internet provider, will be installing infrastructure early 2023 and offering their services to residents thereafter.

c. Councilmember Committee Reports

Dyer; The Library board approved its budget. He is going to approach Friends of Library to see about partnering with them for improvements at Oak Park. Dyer clarified that CATA and EATRAN are not merging but rather partnering, coordinating, and sharing staff with the intention of improving regional transit services.

PUBLIC COMMENTS:

Caleb Mason, resident; has the intention of joining the Water Ad Hoc Committee; and, in following up with meeting discussions, he noted a national standard of 2’ to 4’ regarding the fence ordinance and cautioned about taking the cheapest bid, that they may not always be in the best interest of the City.

James Higashino resident at 319 Warren is disappointed his zoning variance was not approved. Is concerned about the safety of his family and passersby who may come close to his dog.

Gail Higashino resident at 319 Warren pled for council to reconsider their decision on the zoning variance.

John Forte, resident; feels public safety is priority number one and thereby stating who he thinks the city should terminate to open up positions for the police dept.

Caleb Mason, resident; mentioned that grants are available to beautify the downtown area.

MAYOR AND COUNCIL COMMENTS:

Armitage clarified that the County Drain Commission is partnering with the City on Island Hwy project and not MDOT. Next meeting is Tuesday July 5th due to holiday closures on Monday the 4th.

Van Langevelde expressed her gratitude to all the hard work and participation in the Celebrate Charlotte event.

Rodriguez offered his commitment to Mr. Higashino to work on improvements (to the zoning ordinance), encouraged public participation in the meetings and regarding the budget offered that “budgets can always be amended”.

Weissenborn thanked all attendees who spoke in person or watched virtually, she values their input and is listening to them.

Dyer stated the reason for his support of partnering with the County on the Island Road project is that the City saves on fixed costs that (the City) would otherwise have to shoulder on its own if performing the work singularly.

Chin thanked everyone for the opportunity to serve on Council and invited any District II residents to contact him, his phone number and email is listed on the City website. He will be learning and watching the budget carefully and quoted Rodriguez “Budgets can be amended”.

ADJOURN:

Motion by Van Langevelde supported by Dyer to adjourn the meeting at 9:29 p.m. Carried; Yea 6; Nay 0; Absent 1

Mayor Michael Armitage

Mary LaRocque, City Clerk

— THE CITY OF —
CHARLOTTE
— MICHIGAN —

Memo

To: Honorable Mayor Armitage, City Council
From: Mary LaRocque, City Clerk
Date: June 29, 2022
Re: Claims and Expenditures for Council approval on July 05, 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 June 20, 2022	\$ 0.00
Insurance claims week of June 27, 2022	\$ 5,007.14
Payroll paid Friday July 01, 2022	\$ 90,168.22
Invoiced claims as of June 29, 2022	<u>\$160,488.26</u>
Total	<u>\$255,663.62</u>

Suggested Motion

City Council approves Claims and Expenditures in the amount of **\$255,663.62**

06/29/2022 12:43 PM
User: CKOENIG
DB: Charlotte

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF CHARLOTTE
INVOICE ENTRY DATES 06/16/2022 - 06/29/2022
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: POOL

Page: 1/8

Vendor Code	Vendor Name		Amount
	Invoice	Description	
01687	ABC FASTENER GROUP INC		
	A469853	FASTENERS	66.41
TOTAL FOR: ABC FASTENER GROUP INC			66.41
01674	AIS CONSTRUCTION EQUIPMENT		
	F37945	PARTS	337.42
TOTAL FOR: AIS CONSTRUCTION EQUIPMENT			337.42
01982	ALS GROUP USA, CORP		
	4120-99358723	TOXICITY TEST 052422-1	945.00
TOTAL FOR: ALS GROUP USA, CORP			945.00
01764	AMAZON CAPITAL SERVICES		
	1116-6T4F-1XDV	COPY PAPER	72.20
	17CC-MDQV-3N4H	FURNACE FILTERS	124.27
	1GGR-XVMF-36LL	SIMPLEX-LL103126D KABA L100 METAL MECHANICAL P	440.95
	1NWG-136Q-WPPG	ION TOOL 3/4 GALVANIZED HOG RINGS	9.95
	1YFW-FC7X-76X1	TRIJICON RM06-C-700672 RMR TYPE 2 ADJUSTABLE L	909.98
TOTAL FOR: AMAZON CAPITAL SERVICES			1,557.35
01655	APOLLO FIRE EQUIPMENT		
	108890	LEATHER HELMET WITH GOLD BADGE	93.00
	108891	WHITE 1010 HELMET	351.00
	109112	6'LENGTH 1.5" WHITE BIG TEN HOSE	282.66
	109113	GLOBE G-XTREME 3.0 COAT	1,578.67
	109114	GLOBE G-XTREME 3.0 COAT GLOBE GPS PANTS, GEAR	10,103.60
	109115	GLOBE GPS PANTS	5,051.80
TOTAL FOR: APOLLO FIRE EQUIPMENT			17,460.73
01635	AT&T LONG DISTANCE		
	517543228806	AIRPORT MODEM LINE	156.27
	517543887406	DPW CALLOUT	53.64
TOTAL FOR: AT&T LONG DISTANCE			209.91
01630	AUTO GEM DISTRIBUTING		
	8267	QUICKSHOT CERAMIC	148.05
TOTAL FOR: AUTO GEM DISTRIBUTING			148.05
01608	BARYAMES CLEANERS		
	BN1615-06.16.202	DRYCLEANING UNIFORMS FIRE	267.90
TOTAL FOR: BARYAMES CLEANERS			267.90
01555	BYRUM ACE HARDWARE		
	198056	BOLT GRIP 5 PC BASE SET	32.99
	198374	SILICONE LUBE, SHARPI MARKER	18.77
	200232	BLADE UTILITY KNF HVYDTYC5	2.79
	200346	DRAIN BLADDER 1-1/2"-3"	13.99
	200449	FASTENERS	4.40
	200647	DUCT TAPE	23.98
	200966	WASP & HORNET KILLER	9.18
	201182	ALKALINE BATTERIES	19.99
	201355	METAL IMPULSE HEAD	17.99
	201547	FASTENERS	4.74
	201613	THERMOSTAT DIGITAL	27.99
	202119	MORTAR MIX QUIKRETE	51.54
TOTAL FOR: BYRUM ACE HARDWARE			228.35

06/29/2022 12:43 PM
User: CKOENIG
DB: Charlotte

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF CHARLOTTE
INVOICE ENTRY DATES 06/16/2022 - 06/29/2022
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: POOL

Page: 2/8

Vendor Code	Vendor Name		Amount
	Invoice	Description	
01882	CALEDONIA FARMERS ELEVATOR		
	4750324	12X16.5/ 10P TITAN HD2000 II LOADER	1,287.72
TOTAL FOR: CALEDONIA FARMERS ELEVATOR			1,287.72
01547	CANON FINANCIAL SERVICES, IN		
	28715918	EQUIPMENT	253.73
TOTAL FOR: CANON FINANCIAL SERVICES, IN			253.73
01954	CAPITAL CITY JANITORIAL LLC		
	517	CONTRACTUAL CLEANING MONTH OF:	1,640.00
TOTAL FOR: CAPITAL CITY JANITORIAL LLC			1,640.00
01520	CITY OF CHARLOTTE		
	0186905.01.2022	111 E LAWRENCE	1,918.40
	0338905.01.2022	201 HALL ST	145.82
	0744505.01.2022	1005 PAINE DR	160.10
	0744605.01.2022	1005 PAINE DR	279.27
	0744705.01.2022	PAINE 2	3,705.08
	0744805.01.2022	1005 PAINE DR 3	730.00
TOTAL FOR: CITY OF CHARLOTTE			6,938.67
01895	CLEARBROOKE TECHNOLOGIES		
	5182	FATS,OIL GREASE TREATMENT FOR LANSING RD LIFT	536.10
TOTAL FOR: CLEARBROOKE TECHNOLOGIES			536.10
01486	CONSULTANTS ON CALL, LLC		
	2022-23029	MANAGED SERVICE FEES	187.50
	2022-23030	DESKTOP-FIRE,LAPTOP-POLICE	3,050.00
TOTAL FOR: CONSULTANTS ON CALL, LLC			3,237.50

06/29/2022 12:43 PM
User: CKOENIG
DB: Charlotte

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF CHARLOTTE
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Vendor Code	Vendor Name	Description	Amount
Invoice			
01471	CONSUMERS ENERGY		
	201007712605	112 1/2 S COCHRAN	29.24
	201096431155	620 W SHEPHERD ST	53.46
	201452306197	811 CHADS WAY	16.74
	201630278828	301 TIRRELL RD	326.25
	201630278829	301 TIRRELL RD R2	1,242.29
	201630278830	301 TIREELL RD #NEW	470.95
	201719281776	1225 S COCHRAN AVE	54.74
	201808266633	203 HALL ST	74.30
	202520200473	1325 ISLAND HWY	35.14
	202520202763	911 W SHEPHERD ST	3,109.03
	202787155720	1310 S COCHRAN AVE	1,408.11
	203054135694	526 W STODDARD ST	29.38
	203677113390	108 E LAWRENCE AVE	49.76
	203677113391	108 E LAWRENCE AVE	123.37
	204033047304	1213 S COCHRAN AVE	78.67
	204033047305	1216 S COCHRAN AVE	169.71
	204033047306	1216 1/2 S COCHRAN AVE	15.00
	204033047307	1216 S COCHRAN AVE	156.59
	204122046856	1152 S COCHRAN AVE CAMP FRANCIS	62.19
	204122047415	1005 PAINE DR. FRNT GEN CHARLOTTE	22.39
	204566999574	103 VAN LIEU ST	40.37
	205278887679	508 N. SHELDON ST.	92.86
	205367891722	619 W SHEPHERD ST	186.99
	205367891723	620 W SHEPHERD ST	172.49
	205901838043	700 LANSING RD	29.24
	206168717732	1167 E CLINTON TRAIL	101.63
	206257697927	1064 NORTHWAY	43.88
	206346585426	1227 S COCHRAN AVE	5,136.25
	206346596042	245 S COCHRAN AVE	14.74
	206435523459	1800 PACKARD HWY	40.37
	206524501567	1005 PAINE DR	662.56
	206613504066	1325 ISLAND HWY #C	92.62
	206702437255	1104 MIKESELL ST	274.08
	206702437259	544 LANSING ST	77.92
	206702437260	544 LANSING ST	659.64
	206702437261	700 E. SHEPHERD ST.	234.61
	206702437266	1075 INDEPENDENCE BLVD	257.80
	206702437269	1305 S COCHRAN AVE	309.06
	206702437303	1216 S COCHRAN AVE	2,184.31
	206702437348	111 E LAWRENCE AVE	2,465.94
	206702447075	1005 PAINE DR	10,189.94
	206702449250	201 HALL ST (AREA LIGHTING)	63.94
	206880314093	811 CHADS WAY	239.75
	206969233609	201 HALL ST	82.48
	206969233803	1325 ISLAND HWY	466.25
	206969233804	1329 1/2 ISLAND HWY	56.85
	207058068636	111 E LAWRENCE AVE	1,702.76
	207058079659	076 - 12 TRAFFIC LIGHTS	103.52
	207058079660	AREA LIGHTING	371.44
	207058079661	076 - 2 TRAFFIC LIGHTS	2.99
	207058079662	065 & 068 -460 STREETLIGHTS	4,743.22
	207058079663	TULLY BROWN DR (AREA LIGHTING)	85.27
TOTAL FOR: CONSUMERS ENERGY			38,713.08
01428	DELTA DENTAL PLAN OF MICHIGAN		
	RIS0004230988	DENTAL PREMIUMS	3,924.27
TOTAL FOR: DELTA DENTAL PLAN OF MICHIGAN			3,924.27

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Vendor Code	Vendor Name	Description	Amount
Invoice			
01897	EATON COUNTY-	CONSTRUCTION CODE	
06.13.2022		MAY INSPECTION SERVICES	100.00
TOTAL FOR:	EATON COUNTY-	CONSTRUCTION CODE	100.00
01957	EGANIX		
13711		HEAVY DUTY CITRUS SOLVENT SOLUTION	150.00
13778		HF TAB INSTALLATION DIRECTLY INTO SEWER LINES	1,400.00
TOTAL FOR:	EGANIX		1,550.00
01375	ELHORN ENGINEERING COMPANY		
292810		EL-CHLOR 30/GAL DRUM	545.00
292811		LIQUIFIED AQUADENE 30 GAL.	3,375.00
TOTAL FOR:	ELHORN ENGINEERING COMPANY		3,920.00
00932	ERIC ROGERS LLC		
28714		WEEKLY LAWN MOWING	1,883.00
28732		WEEKLY LAWN MOWING	1,448.00
TOTAL FOR:	ERIC ROGERS LLC		3,331.00
01358	FAMILY FARM & HOME		
001299/C		GRASS SEED	99.99
001336/C		LINCH PINS	6.98
001342/C		LINCH PIN	7.98
710650		TIRE INFLATOR, GENERAL GYLPHOSATE	84.98
TOTAL FOR:	FAMILY FARM & HOME		199.93
01113	FERGUSON WATER WORKS FKA		
0156470		JOB- NIP & BALL VLV	593.50
TOTAL FOR:	FERGUSON WATER WORKS FKA		593.50
01981	FIRE CATT, LLC		
10808		FIRE HOSE TESTING	3,320.80
TOTAL FOR:	FIRE CATT, LLC		3,320.80
01322	GALE BRIGGS, INC.		
80922		CONCRETE, LIMESTONE, REROD	362.00
80955		CONCRETE	360.00
80962		CONCRETE, LIMESTONE	367.82
80997		CONCRETE	181.50
TOTAL FOR:	GALE BRIGGS, INC.		1,271.32
01438	HASSEL FREE FUELS		
CFSI-7309		FUEL	1,957.10
CFSI-7371		FUEL (FIRE)	1,772.36
TOTAL FOR:	HASSEL FREE FUELS		3,729.46
01252	INDEPENDENT BANK		
5867-04.13.2022		APRIL 2022	4,431.64
TOTAL FOR:	INDEPENDENT BANK		4,431.64
01250	INSTY PRINTS		
92348		BUSINESS CARDS	290.00
TOTAL FOR:	INSTY PRINTS		290.00

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Vendor Code	Vendor Name	Invoice	Description	Amount
01247	INTERNATIONAL MINUTE PRESS			
		279999	UTILITY BILL FOR JANUARY	881.94
		28464	UTILITY BILLS FOR MARCH	1,138.22
		29503	NAMEPLATES	78.00
TOTAL FOR: INTERNATIONAL MINUTE PRESS				2,098.16
00838	IRON HORSE EXCAVATION LLC.			
		22-601	137 PLEASANT ST WATER SERVICE	5,948.87
		22-605	725 NORTH COCHRAN	3,650.30
TOTAL FOR: IRON HORSE EXCAVATION LLC.				9,599.17
01893	KELLY LEA			
		948286	3 CEMENT PADS	3,000.00
TOTAL FOR: KELLY LEA				3,000.00
01182	LANSING UNIFORM CO.			
		93265-A	S/S PULLOVERS, L/S SHIRT, BOOTS	345.80
TOTAL FOR: LANSING UNIFORM CO.				345.80
01175	LAWNTECH			
		227976	WEED CONTROL	535.00
		227977	WEED CONTROL FITCH BEACH AIRPORT	214.00
TOTAL FOR: LAWNTECH				749.00
01173	LEA'S AUTO BODY			
		5645	BATTERIES	392.16
TOTAL FOR: LEA'S AUTO BODY				392.16
01926	LOOMIS, EWERT, PARSLEY, DAVIS & GOT			
		197923	SERVICES RENDERED THRU 06.15.2022	3,323.64
TOTAL FOR: LOOMIS, EWERT, PARSLEY, DAVIS & GOT				3,323.64
01303	MATT D. GRIFFITH			
		06.22.2022	REINBURSEMENT FOR MWEA ANNUAL CONFERENCE 06/12	260.09
TOTAL FOR: MATT D. GRIFFITH				260.09
01102	MICHIGAN COMPANY			
		0000298-880161	MIGHTY MAC ZERO ACID BATHRM CLNR	488.74
TOTAL FOR: MICHIGAN COMPANY				488.74
01082	MICHIGAN NETWORK CONSULTANTS			
		2022-23028	IT SERVICES	3,175.00
TOTAL FOR: MICHIGAN NETWORK CONSULTANTS				3,175.00
01412	MUNICIPAL EMERGENCY SERVICES			
		IN1723368	FACEMASK REPAIR,VIKING DXL SCBA REPAIR,DELTAIR	780.59
TOTAL FOR: MUNICIPAL EMERGENCY SERVICES				780.59
01155	MWEA			
		20816	MEMBERSHIP DUES FOR JIM SALDANA	80.00
TOTAL FOR: MWEA				80.00
01007	O'REILLY AUTOMOTIVE INC			
		4651-355266	FUEL CAP	11.27
TOTAL FOR: O'REILLY AUTOMOTIVE INC				11.27

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Vendor Code	Vendor Name	Invoice	Description	Amount
01004	OTIS ELEVATOR, INC.	100400808975	MAINTENANCESERVICE FROM 07/01/2022 TO 06/30/20	8,108.88
TOTAL FOR: OTIS ELEVATOR, INC.				8,108.88
00973	PREIN & NEWHOF, P.C.	68350	PROJECT 2190161 FPK EASEMENT ACQUISITION ,BILL	6,701.55
TOTAL FOR: PREIN & NEWHOF, P.C.				6,701.55
01030	QUADIENT FINANCE USA, INC.	06.23.2022	POSTAGE FUNDING	283.50
TOTAL FOR: QUADIENT FINANCE USA, INC.				283.50
00964	QUILL CORP.	25469390	SUPPLIES	599.35
		25562239	SUPPLIES	237.11
TOTAL FOR: QUILL CORP.				836.46
01234	RANDY JEWELL	2022-06	ASSESSING SERVICES	3,159.00
TOTAL FOR: RANDY JEWELL				3,159.00
00888	SIGNS OF FIRE	S22.0319	INVENTORY CONTROL MARKERS	225.00
TOTAL FOR: SIGNS OF FIRE				225.00
01829	SPECTRUM PRINTERS, INC.	0606202209541892	ELECTION SUPPLIES	1,575.00
TOTAL FOR: SPECTRUM PRINTERS, INC.				1,575.00
00861	STANDARD LIFE INSURANCE CO	6468820001	LIFE INSURANCE JULY 2022	1,371.36
TOTAL FOR: STANDARD LIFE INSURANCE CO				1,371.36
00847	SWANSON ELECTRIC	1548.38	SERVICE CALL- TROUBLE SHOOT GENERATOR AND TRAN	1,335.00
		1548.39	TROUBLEHOT AMD MADE REPAIS FOR RUNWAY LIGHTS	251.25
TOTAL FOR: SWANSON ELECTRIC				1,586.25
01465	THE COUNTY JOURNAL	247495	WASTE WATER TREATMENT PLANT ADD	145.00
		24794	WASTEWATER TREATMENT PLANT OPERATOR ADD	145.00
		248259	NOTICE OF PUBLIC HEARING SPECIAL ASSESSMENT	68.20
		248260	NOTICE OF PUBLIC HEARING SPECIAL ASSESSMENT D	68.20
		248296	ZONING BOARD OF APPEALS HEARING NOTICE, 319 WA	77.80
		248297	ZONING BOARD OF APPEALS HEARING NOTICE, 319 WA	77.80
		248348	PARK RANGER ADD	77.80
		248349	PARK RANGER ADD	77.80
		248350	PARK RANGER ADD	77.80
		248410	DEPUTY TREASURER ADD	159.40
		248411	DEPUTY TREASURER ADD	159.40
TOTAL FOR: THE COUNTY JOURNAL				1,134.20

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01536	THE PARTS PLACE			
		232338	FUEL CAP	13.29
		232502	BATTERY FOR 314	979.14
		232844	SWITCH	14.29
TOTAL FOR: THE PARTS PLACE				1,006.72
00872	THE SHYFT GROUP, INC			
		IN04038613	FILTERS, FUEL FILTERS	424.21
TOTAL FOR: THE SHYFT GROUP, INC				424.21
00822	TIMS AUTO REPAIR			
		06.23.2022	2001 DODGE RAM 1.5 LBS OF FREON ADDED	111.80
TOTAL FOR: TIMS AUTO REPAIR				111.80
00820	TRACE ANALYTICAL LABORATORIES			
		2060439	DRINKING WATER LEAD AND COPPER SAMPLES	132.00
		2060490	PFAS ANALYSIS 06/02/2022	408.00
TOTAL FOR: TRACE ANALYTICAL LABORATORIES				540.00
00809	TRUGREEN #2801			
		160123489	LAWN SERVICE	35.96
TOTAL FOR: TRUGREEN #2801				35.96
00808	TSC TRACTOR SUPPLY			
		505942	SOFT SALT PELLETS	328.58
		508303	2X50 GRN AIR HOSE W 3/8 MNPT ENDS	67.99
TOTAL FOR: TSC TRACTOR SUPPLY				396.57
00799	UNITED STATES TREASURY			
		720	PCORI FEE - HSA FEES	167.40
TOTAL FOR: UNITED STATES TREASURY				167.40
00791	USA BLUE BOOK			
		004462	WHEATON CALIBRA PIPETTOR, FLOAT SWITCH WEIGHT	809.24
		923278	LIQUI-NOX CLEANING PHOSPHATE,TNT832 HR AMONIA	1,858.82
		992767	TNT+AMONIA TESTS, TNT832 HR AMMONIA REAGENT 2-	950.35
TOTAL FOR: USA BLUE BOOK				3,618.41
00785	VERIZON WIRELESS			
		9908376838	MAY 10 - JUNE 09	1,111.93
		9908407574	MAY 10-JUN 09	(61.92)
TOTAL FOR: VERIZON WIRELESS				1,050.01
00778	VISION SERVICE PLAN			
		815396815	JULY 2022	417.04
		815396829	JULY, 2022	623.02
TOTAL FOR: VISION SERVICE PLAN				1,040.06
01817	WEATHER SHIELD ROOFING SYSTEMS			
		9930665	2022 SPRING PRESERVATION INSPECTION	800.00
TOTAL FOR: WEATHER SHIELD ROOFING SYSTEMS				800.00
00761	WILLIAMS FARM MACHINERY, INC.			
		PC05884	2 CHAIN LOOP	41.99
		PC06040	CHAIN	122.97
TOTAL FOR: WILLIAMS FARM MACHINERY, INC.				164.96

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Vendor Code	Vendor Name		
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00759	WIN-911 SOFTWARE		
	237XT152-2022916	ANNUAL ENEWAL OF CUSTOMER CARE SUBSCRIPTION	660.00
TOTAL FOR: WIN-911 SOFTWARE			660.00
00753	WOLVERINE PEST SERVICE		
	0232200-IN	SERVICE JOB 0689399 RUNS 2 EXERCISE	697.50
TOTAL FOR: WOLVERINE PEST SERVICE			697.50
TOTAL - ALL VENDORS			160,488.26
PAYMENT TYPE TOTAL			
Paper Check			110,194.96
EFT Transfer			50,293.30

COMMERCIAL CREDIT CARD STATEMENT APRIL 2022

	DATE	VENDOR	DESCRIPTION	ACCOUNT #	AMOUNT
E LaPere	3/15/2022	Lansing Parking Ramp Lansing		101-100-000-748-000	\$ 15.00
	3/16/2022	Lansing Parking Ramp Lansing		101-100-000-748-000	\$ 15.00
	3/17/2022	Speedway Charlotte		101-230-000-731-000	\$ 49.75
	4/4/2022	Speedway Charlotte		101-230-000-731-000	\$ 52.75
			Subtotal		\$ 132.50
E Smith	3/20/2022	Comfort Inn & Suites		101-200-000-748-000	\$ 577.50
	3/29/2022	MMTA		101-220-000-735-000	\$ 75.00
			Subtotal		\$ 652.50
A Gilson	3/17/2022	Zoom. US	Annual subscription	666-228.000-749.000	\$ 582.89
			Subtotal		\$ 582.89
R Vogel	3/15/2022	WPSG,INC		206-350-000-733-000	\$ (27.36)
	3/24/2022	NFPA National Fire Protect		206-350-000-735-000	\$ 350.00
			Subtotal		\$ 322.64
T Fullerton	04/06/22	Magnum Electronics inc	Tax Refund	206-350-000-740-000	\$ (9.52)
	4/5/2022	Magnum Electronics inc	Radio Parts for trucks	206-350-000-740-000	\$ 168.17
	4/8/2022	Conway Shield	Chief Jordan Helmet shield	206-350-000-733-000	\$ 80.58
	4/12/2022	Galls		206-350-000-733-000	\$ 301.46
			Subtotal		\$ 540.69
S Perry	3/23/2022	Doubletree Hotels	Conference	510-610-748-000	\$ 253.10
	3/24/2022	Munchs Supply	Boiler Display	510-631-738-000	\$ 579.32
			Subtotal		\$ 832.42
P. Brentar	3/15/2022	MI State Police Ichat		101-664-000-749-000	\$ 10.00
	3/17/2022	Safariland		101-300-000-731-000	\$ 71.54
	3/21/2022	Dara Holsters, Inc		101-300-000-731-000	\$ 145.19
	4/2/2022	Fedex		101-300-000-732-000	\$ 35.05
	4/4/2022	MI State Police Ichat		101-664-000-749-000	\$ 10.00
			Subtotal		\$ 271.78
A. Smith	3/21/2022	Bill Hartsuffsnap On		601-712-000-731-000	\$ 578.50
	3/28/2022	Bill Hartsuffsnap On		601-712-000-731-000	\$ 225.00
	4/4/2022	Bill Hartsuffsnap On		601-712-000-731-000	\$ 154.00
			Subtotal		\$ 957.50
J.Falk	3/22/2022	Subway		101-300-000-731-000	\$ 69.36
	3/24/2022	Subway		101-300-000-731-000	\$ 69.36
			Subtotal		\$ 138.72
			Total		\$ 4,431.64



Memo

To: Honorable Mayor Armitage; City Council
From: Mary LaRocque, City Clerk
Date: June 22, 2022
Re: Staff report on Mayoral appointments to boards and commissions.

Background

In accordance with Section 4.4 (7) of the City Charter, the Mayor shall make appointments of members to the boards and commissions of the city which are authorized by law or direction of the Council.

Recommendation

It is recommended that Council approves the following Mayoral appointment(s);

NAME	BOARD/COMMISSION	EXPIRATION OF TERM
Gloria Wilson	Charlotte City Representative - Library Board	06/30/2026
Jeffrey Christensen	Planning Commission	03/31/2025
Charles Green	Compensation Committee	01/14/2027

Financial Impacts

No financial impact

Suggested Motion

City Council approves the Mayoral appointment(s) as outlined herein to their respective board or commission for the term of expiration given.



Memo

To: Honorable Mayor Armitage; City Council
From: Bryan Myrkle, Community Development Director
Date: June 30, 2022
Re: Staff report on proposed revisions to Home Occupations standards and regulations, including medical marijuana growing under the caregiver model

Background – Home Occupations ordinance

The City of Charlotte formed an Ad Hoc Committee on Code Enforcement in 2021. As part of the work of that committee, it recommended the City of Charlotte Planning Commission and City Council work to update several sections of the Charlotte City Code. This included local regulations related to allowed home occupations in residential districts.

The committee, and subsequently the Planning Commission, determined that Charlotte's existing regulations were too proscriptive and limiting, and not reflective of the diversity of economic opportunity presented to individuals by the modern, 21st Century economy. In simplest terms, the current standards have a short and outdated list of allowed home occupations, and a short list of prohibited occupations. Anything else is presumed to be prohibited unless special permission is granted by the Charlotte Planning Commission in the form of a Conditional Use approval.

After reviewing a range of ordinances adopted by other communities, the Planning Commission determined that a better approach is one relying on a set of home occupations standards that protect neighbors and neighborhoods from the potentially negative effects and nuisances resulting from nearby home occupations. This approach presumes that all legal economic activity that can be conducted from an individual residence is permitted, as long as it does not create off-site problems such as increased traffic and parking, noise, dust, smoke, vibration or unsightliness.

Background – Medical Marijuana Caregiving as a home occupation

A secondary element of the home occupations discussion was how to approach medical marijuana grow operations under the caregiver model. As Council members may know from previous staff communications, growing medical marijuana is legal as a patient or caregiver, and is currently unregulated in Charlotte. As a result, medical marijuana caregiver growing operations have started to proliferate in the community. In some cases, these operations can be quite large and hard to distinguish from a commercial operation. They have also begun to concentrate in certain neighborhoods or on certain blocks. This has the potential to change the character of these neighborhoods with the type of negative off-site effects described in the previous paragraph.

When the topic was originally broached several years ago, City Attorney Hitch was of the opinion that regulation of this industry was not legal, and so the City made no attempt to regulate it. Since that time,

however, the Michigan Supreme Court has weighed-in on the issue, and determined that some level of regulation is allowed. This was tested in the case *Byron Township vs. DeRuiter*.

Growing medical marijuana under the legal caregiver model allows a person to grow up to 12 individual marijuana plants for themselves, as well as 12 plants for up to 5 patients they are registered to serve. This means that any individual caregiver can be growing up to 60 marijuana plants at a time. If more than one caregiver is growing at a single property, the operation can reach a significant size and begin to have off-site impacts.

It has long been the opinion of City staff that legal, permissible caregiver grow operations should have to abide by the same standards as any other home occupation. For a neighbor or neighborhood, it is immaterial what sort of home occupation creates a nuisance, what matters is the negative and enduring effects of that nuisance.

Based on the Michigan Supreme Court determination, City Attorney Hitch now agrees that regulation of this activity is possible, and he has recommended adoption of the language from Byron Township that has already been reviewed by the courts. He has also recommended that this language not be added to Chapter 82 – Zoning, as it would ‘grandfather’ any existing operations in the City, limiting our ability to regulate them. He recommends adding the language elsewhere in the code. Instead, he recommends Chapter 15 – Businesses.

It is important to note for the benefit of City Council and for any residents or property owners who may be affected by these changes that there is no intention on the part of City staff to regulate caregiver operations out of existence. It is an attempt to ensure that residential neighborhoods are protected from the potential negative effects of caregiver growing operations, the same as they would be from any home occupation that creates negative offsite effects.

Recommendation

1. Approve the first reading of the proposed home occupations ordinance and set a public hearing before the Planning Commission for Tuesday, August 9, 2022 at 7 p.m.
2. Approve the first reading of the proposed medical marijuana caregiver ordinance and set a public hearing before the City Council for Monday, August 1, 2022 at 7 p.m.

Financial Impacts

There are no direct financial impacts to the City of Charlotte.

Suggested Motion

1. I move to approve the first reading of Ordinance No. 2022 – XX Chapter 82 – Zoning – and set a public hearing before the Charlotte Planning Commission for Tuesday, August 9, 2022 at 7 p.m.
2. I move to approve the first reading of Ordinance No. 2022 – XX Chapter 15 – Businesses – and set a public hearing before the Charlotte City Council for Monday, August 1, 2022 at 7 p.m.

Introduced: July 5, 2022
Adopted:
Effective:

CITY OF CHARLOTTE
ORDINANCE NO. 2022-02

AN ORDINANCE TO AMEND CHAPTER 82 –
ZONING ORDINANCE –OF THE CODE OF THE
CITY OF CHARLOTTE BY AMENDING ARTICLE V. R-1 AND R-2
ONE-FAMILY RESIDENTIAL DISTRICTS, SECTION 82-
107 PERMITTED PRINCIPAL USES TO AMEND HOME OCCUPATION
REGULATIONS.

Councilmember _____ moved that the following ordinance be referred to Planning Commission for public hearing and recommendation to City Council and a second reading:

THE CITY OF CHARLOTTE ORDAINS:

82-107 Permitted Principal Uses

(4) It is the intent of this section to allow for and regulate the establishment of home occupations that are compatible with the neighborhood in which they are located and which will preserve the peace, quiet, and domestic tranquility within all residential districts in the City.

(A) Home occupations shall be permitted subject to the following conditions:

1. The use is conducted entirely within a building without being visible or evident from the street or neighboring premises.
2. There is no change to the character of the building in which it is conducted and the use does not constitute or create a nuisance, including but not limited to noise, vibration, glare, fumes or odors, or electrical interference.
3. There is no outside storage or outdoor displays of materials, goods, or any other items.
5. The occupation is only carried out by the inhabitants of the residence, plus not more than one person who is not an inhabitant.

6. The occupation only employs mechanical equipment similar in power and type usual and permissible for household purposes and hobbies and does not affect the insurance rates on premises other than where employed.

7. The use occupies not more than 25% of the ground floor area of the dwelling or 50% of a detached garage.

8. Parking for customers can be accommodated on the site and/or at curbside on the street and there shall be no significant traffic volume increase associated with the occupation.

9. The occupation does not require the delivery of goods or the visit of customers before 6:00 a.m. and after 8:00 p.m.

10. Signage is in compliance with Zone District regulations and is accessory to the home occupation.

11. Persons carrying out the occupation are in compliance with all required licenses, certificates, or similar requirements.

12. The property is in conformance with all applicable district regulations.

SECTION 2. EFFECTIVE DATE. This ordinance shall become effective 20 days after publication.

Second, _____. Motion _____ () Yeas. () Nays. () Absent.

Dated: July 5, 2022

Michael Armitage, Mayor

Mary LaRocque, City Clerk



Memo

To: Honorable Mayor Armitage; City Council
From: Bryan Myrkle, Community Development Director
Date: June 30, 2022
Re: Staff report on MDOT Contract No. 2022-0783

Background

As most City Council members will remember, the City of Charlotte has been working on a large project to remove trees that have become hazardous obstructions to the Beach Airport runway approach. In order to accomplish this, the first steps have been work toward acquiring the rights to these trees (easements). There are four properties over which the City must obtain new easements, and the property owners must be fairly compensated for these. Ultimately, the City is only responsible for 5% of the costs associated with this, however it must 'front' the money and then seek reimbursement from the state and federal government.

The City acquired the first of these easements earlier this year, and this is a contract that will allow the state and federal government funds reimbursing their share of the expense to be transferred to the City. The total cost of this portion of the project was \$71,824 and the City will be receiving \$68,232 in reimbursement funds. This is the first of four similar contracts the City will have with MDOT. The acquisition of the other three parcels are still under negotiation.

Along with approving the Contract, the City Council needs to also approve the included sponsor certifications and a resolution designating the contract signatories.

Should you have any questions about this prior to the meeting, please feel free to contact me at (517) 543-8853 or at bmyrkle@charlottemi.org.

Recommendation

Approve MDOT Contract NO. 2022-0783, the associated sponsor certifications and resolution authorizing signatories.

Financial Impacts

This will allow the City to be reimbursed for 95% of the cost of the project.

Suggested Motion

1. I move to approve MDOT Contract No. 2022-0783 – Acquire easement for approaches – Runway 21 (Parcel E19) – Land; along with required sponsor certification statements
2. I move to approve the City Council resolution designating City of Charlotte signatories for MDOT Contract No. 2022-0783.



U.S. Department
of Transportation

**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Charlotte

Airport: Fitch H. Beach Municipal Airport

Project Number: B-26-0018-2418

Description of Work: Acquire Easement for Approaches - Runway 21 (Parcel E19) Sponsor Reimbursement

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☐ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☐ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☐ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, 2022.
(Day) (Month)

Name of Sponsor: _____

Printed/Typed Name of Sponsor's Authorized Official: _____

Printed/Typed Title of Sponsor's Authorized Official: _____

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation

**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Charlotte

Airport: Fitch H. Beach Municipal Airport

Project Number: B-26-0018-2418

Description of Work: Acquire Easement for Approaches - Runway 21 (Parcel E19) Sponsor Reimbursement

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☐ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☐ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☐ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☐ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☐ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☐ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☐ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location:

Address:

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, 2022.
(Day) (Month)

Name of Sponsor: _____

Printed/Typed Name of Sponsor's Authorized Official: _____

Printed/Typed Title of Sponsor's Authorized Official: _____

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department of
Transportation

**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Charlotte

Airport: Fitch H. Beach Municipal Airport

Project Number: B-26-0018-2418

Description of Work: Acquire Easement for Approaches - Runway 21 (Parcel E19) Sponsor Reimbursement

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☐ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☐ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☐ Yes ☐ No ☐ N/A
4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
☐ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
 - b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☐ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☐ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- ☐ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
 - b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☐ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☐ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☐ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- ☐ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☐ Yes ☐ No ☐ N/A
13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
 - b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
 - c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).
- ☐ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☐ Yes ☐ No ☐ N/A

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, 2022.
(Day) (Month)

Name of Sponsor: _____

Printed/Typed Name of Sponsor's Authorized Official: _____

Printed/Typed Title of Sponsor's Authorized Official: _____

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

RESOLUTION NO 2022-16

**A RESOLUTION TO APPROVE SIGNATORIES FOR
MDOT CONTRACT NO. 2022-0783**

WHEREAS, the City of Charlotte is entering into an agreement with the Michigan Department of Transportation for reimbursement of previous expenditures; and

WHEREAS, this agreement is known as MDOT Contract No. 2022-0783.

THEREFORE, BE IT RESOLVED that City of Charlotte Mayor Michael Armitage and City of Charlotte Clerk Mary LaRocque are hereby authorized by the City Council of the City of Charlotte to act as signatories for this agreement.

BE IT FURTHER RESOLVED THAT that City Council of the City of Charlotte hereby approves MDOT Contract No. 2022-0783 and authorizes its execution.

The foregoing resolution was presented by _____ and supported by _____ for approval. _____ with the following roll call vote; Yea ; Nay ; Absent .

CERTIFICATION

I, Mary LaRocque, City Clerk for the City of Charlotte, County of Eaton, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Charlotte during its regular meeting held on **July 05, 2022**, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being 1976 P.A. 267, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Mary LaRocque, City Clerk



Memo

To: Honorable Mayor Armitage; City Council
From: Paul Brentar, Chief of Police
Date: 06-22-2022
Re: Staff report on Police Vehicle Purchases

Background

As you will recall during the budget discussions for FY 22-23, I requested that 2 of our vehicles be replaced. I have found that ordering vehicles (model year 2023) through our local dealer, or any other dealer, that meets our specifications is not feasible this year due to the chip shortage and the manufacturer is not taking any more orders. The portal for ordering was open less than 8 hours. I have found that the dealership with the State of Michigan bid does have 2 of these vehicles (model year 2022) already coming and not spoken for, that meets our specifications and is willing to hold them for us. The bid is from Berger Chevrolet in the amount of \$39,694 for each vehicle (model year 2022) with a total amount of \$79,388. These vehicles are built for police use, which is an absolute must, and have added features (better suspensions, brakes, etc.) as compared to civilian models. The pricing is far better than the civilian market as well. For example, our local dealer has a 2020 Tahoe (civilian version) with 62K miles on it listed for \$47,500 and a new 2022 Tahoe (civilian version) listed for \$61,992.

Recommendation

I am recommending that City Council approve this purchase immediately as I have serious concerns about finding vehicles elsewhere to purchase with the chip shortages, the lack of being able to order new vehicles, and Berger Chevrolet is willing to hold these vehicles for us. If this purchase is approved, it will still take months for the rest of the emergency equipment to be purchased, received, and installed, to be able to put these vehicles in to service.

Financial Impacts

These vehicles are budgeted in FY 22-23 in the police department's budget. Emergency equipment (lights, siren, cages, in-car camera, etc.) will still need to be purchased and installed and are budgeted for as well.

Suggested Motion

City Council approves the purchase of two (2) Chevrolet Police Tahoe's (model year 2022) in the amount of \$79,388 from Berger Chevrolet with funds available in Capital Outlay- Motor Vehicles, 101-300.000-863.000.



Memo

To: Honorable Mayor Armitage; City Council
From: Mark Jordan Fire Chief
Date: 6/24/2022
Re: Purchase request

Background

The fire department operates under both Miosha and NFPA for safety guidelines. NFPA1962 requires all hose be tested annually to minimum standards. This is to ensure safety during an incident to protect our staff and residents from harm. In June 2022 during our 3rd party testing we tested over 14,000ft of fire hose. We discovered several pieces of hose that failed the mandatory testing (1500ft of hose). The hose was immediately removed from service, which then created a shortfall on the minimum hose carried on each truck, and the ability to have spare hose to reload trucks after an incident. At this point in time we do not have enough hose to reload a truck after a larger event, unless we reload wet hose which is not a procedure we follow as wet hose on a truck deteriorates hose faster.

Recommendation

We secured 3 bids to replace the 1500ft of defective hose ASAP, that being said, its a 12-16 week delivery time. The 3 bids are as follows, with the bids attached for review.

Spencer Manufacturing \$10,512.15

Westshore Fire \$7,401.00

Apollo \$7,356.00

My recommendation is to work with Apollo to replace the defective hose as soon as possible

Financial Impacts

\$7,356 would be used from the capital outlay budget to replace the hose

Suggested Motion

City Council approves the purchase of 1,500 ft of fire hose in the amount of \$7,356 with funds available in 206-350-000-864-000

Sincerely
Mark Jordan, CFO/Fire Chief

Brandon Dane, Sales Representative
Cell: 517-879-6027
Email: bdane@apollofire.com

WEST SHORE FIRE



6620 Lake Michigan Drive
P.O. Box 188
Allendale, MI 49401
(616) 895-4347

WHERE SALES SERVICE COME TOGETHER

West Shore Fire Inc.
6620 Lake Michigan Dr.
PO Box 188
Allendale MI 49401
Phone: 616-895-4347
Watts: 800-632-6184
Fax: 616-895-7158



Office of:
Eric Johnson
ejohnson@westshorefire.com

QUOTATION

Bill to Address	Charlotte Fire Department 911 W. Shepard st., #1573 Charlotte, Mi 48813		PO #	
Ship to Address			Ship Via	Best Way
Name Phone # Fax # E-mail			Date:	6/21/2022
			County:	Eaton
		QUOTE VALID FOR 15 DAYS		
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	
5	RC50-450-100-W-STORZ: Key Hose PRO-FLOW LDH • Rubber-Covered Supply Hose 5in X 100ft CPLD 5in Storz White in Color	760.00	\$3,800.00	
9	DP15-800-50-W-ARN: Key hose BIG 10 • Double Jacket Fire Hose All-Polyester Rubber Lined Hose 1-1/2in X 50ft CPLD 1-1/2 ALUM NHT White in color	141.00	\$1,269.00	
11	DP25-800-50-W-ARN: Key hose BIG 10 • Double Jacket Fire Hose All-Polyester Rubber Lined Hose 2-1/2in X 50ft CPLD 2-1/2 ALUM NHT White in color	212.00	\$2,332.00	

NOTICE TO PURCHASERS

To Whom It May Concern

Fire-Dex personal protective equipment that utilizes moisture barriers or woven outer shell materials may contain PFAS. These materials are required to meet fire-fighting gear standards such as NFPA 1971, NFPA 1951 and NFPA 1999 as well as medical isolation garments where protection from

FREIGHT NOT INCLUDED IN QUOTE

Tax (If Applicable)

15% RESTOCKING FEE

NO RETURNS ON SPECIAL ORDERS

Subtotal \$7,401.00

TOTAL QUOTE \$7,401.00

Spencer Manufacturing, Inc.
165 Veterans Blvd.
South Haven, MI 49090

Estimate

DATE	ESTIMATE #
6/6/2022	SE-5280

NAME / ADDRESS
Charlotte Fire Department 111 E. Lawrence Ave. Charlotte, MI 48813

Ship To

QTY	ITEM	DETAILS OF REPAIRS	COST	TOTAL
5	HFX50X100Y50S	5" x 100' HFX Hose - Yellow w/5" Storz Couplings	1,005.20	5,026.00
9	8D15X50W15N	1.5" x 50' White Fire Hose	225.00	2,025.00
11	8D25X50W25N	2.5" x 50' White Fire Hose	314.65	3,461.15
		Sales Tax	0.00%	0.00

All parts are new unless otherwise specified.
Repair Facility: F132663

TOTAL \$10,512.15

Phone #	Fax #	E-mail	Web Site
269-637-8721	269-639-1697	brendanb@spencermfginc.com	www.spencerfiretrucks.com

McGINTY, HITCH, PERSON & ANDERSON, P.C.**MEMORANDUM****TO:** Charlotte City Council**FROM:** Thomas M. Hitch, City Attorney **RE: RESCINDING PROPOSED CHARTER AMENDMENTS RELATING TO
WARD ELECTIONS, EVEN YEAR ELECTIONS AND THE 4-YEAR TERM
FOR MAYOR****DATE:** June 30, 2022

As I indicated to the City Council in my June 16, 2022 City Attorney Report, I have been having a number of conversations with the Assistant Attorney General as it relates to the proposed amendments submitted to the Attorney General for review on behalf of the Governor as provided by law. In those discussions, it was his considered judgment that these amendments be rescinded at this time due to the difficulties relating to the issues with the proposed amendments.

In considering the Charter amendment relating to the even year elections, the Assistant Attorney General noted that under MCL 168.642a, the City Council may, by resolution, change from odd year elections to even year elections. The City Manager and I discussed that briefly and I concluded that the City could, in any event, independent of that statute, provide for elections on even years. My concern was that this statute did not specifically address the issues relating to the staggered terms of Councilmembers.

It is the opinion of the Assistant Attorney General that as this provision for adopting even year elections is provided for by resolution, the City has no authority to establish even year elections in any other manner. The only manner in which the City Charter may be amended as it relates to even year elections is to vote on an amendment which compels the City Council to move to even years utilizing the provisions of MCL 168.642a.

In my opinion, amending the Charter to compel the City Council to use the statutory process appears to me a useless step. It also creates issues relating to when it goes into effect that may be addressed in the resolution. The Attorney General has provided me with a sample resolution which addresses the issue, including addressing the staggered terms, without amending the Charter.

As it relates to ward elections, it is a bit more difficult because the terms of the Councilmembers may not be shortened. The ward election language needs to be changed so that it provides that the term of the City Councilmember ends upon the election of another after a certain date. Again, the timing is complicated by the fact that there are staggered terms in both of the existing wards.

Page Two.
June 30, 2022

Finally, as it relates to the Mayoral term being extended to four years, I believe the Assistant Attorney General and I have agreed to the language. We are planning on discussing this on Thursday, June 30.

It is my recommendation that the City Council move to rescind the previously adopted Charter Resolutions. It should be noted that under a ballot proposal submitted by initiative petition, whatever the Attorney General's opinion is, it does not prevent the question from going on the ballot. On the other hand, for Council-proposed amendments, should the Attorney General disapprove of the amendment, it is not permitted to go on the ballot.

As I indicated before, I will be at the City Council meeting on July 5, 2022 to discuss these issues.

TMH:cf

CITY OF CHARLOTTE

CITY COUNCIL RESOLUTION

FOUR YEAR TERM FOR
MAYOR

A RESOLUTION TO AMEND THE CHARTER OF THE CITY OF
CHARLOTTE BY PROVIDING FOR THE ELECTION OF THE
MAYOR FOR A 4-YEAR TERM.

Introduced by Councilmember:

Supported by Councilmember:

WHEREAS, the City of Charlotte is organized and operates as a Home Rule City pursuant to its Charter of the City of Charlotte adopted April 2, 1962, as amended, under the provisions of the Home Rule Cities Act, 1909 PA 279, as amended, MCL 117.1, *et seq.*; and

WHEREAS, Section 13.1 of Chapter 13 presently reads as follows:

Section 13.1. Regular City Elections.

- (A) A regular city election shall be held in each odd numbered year on the date set by law for the election of State and County officers in that year.
- (B) The term of the Mayor shall be 2 years and the term of the Council members shall be 4 years.
- (C) At each regular city election there shall be elected a Mayor, one member of the Council from each of the two wards of the city and one member of the Council from the city at-large.
- (D) In the 2005 election, the Mayor will be elected, as well as one Council member from each ward and a Council member at-large, replacing those Council members whose terms expire in 2005. In the 2007 election, the Mayor shall be elected as well as one Council member from each ward and one Council member at-large, replacing the remaining Council members whose terms expire in 2007.

and

WHEREAS, the Charlotte City Council believes that it would promote fair, equitable, efficient, and good government to place an amendment of the Charter before the qualified electors of the city of Charlotte to amend Section 13.1(B) of Chapter 13, so as to provide for a 4-year term for the Mayor;

NOW, THEREFORE, BE IT RESOLVED, that in accordance with 1909 PA 279, as amended, MCL 117.21, the Charlotte City Council hereby proposes that Section 13.1(B) of Chapter 13 be amended to read as follows:

Section 13.1 Regular City Elections.

(B) The term of the Mayor shall be 2 years and the term of the Council members shall be 4 years; provided, however, commencing with the election of November, 2023, the term of the Mayor shall also be 4 years.

BE IT FURTHER RESOLVED, that the aforesaid proposition to amend the Charter shall be submitted to the electors of the City of Charlotte at the general election to be held in the city on November 8, 2022.

PROPOSED AMENDMENT TO CHARLOTTE CITY CHARTER

Subsection (B) of Section 13.1 of the City Charter provides for the election of the mayor in November of each odd-numbered year for a two-year term. It is proposed that subsection (B) be amended to provide that commencing with the election in November, 2023, the mayor shall be elected for a 4-year term.

Shall the proposed amendment be adopted?

YES _____

NO _____

BE IT FURTHER RESOLVED, that the City Clerk shall do and perform all acts required of said Clerk by the City Charter and the statutes of the State of Michigan in such case made and provided in regard to the registration of electors for said election, the giving of notice thereof, the giving of notice of such election, the preparation and furnishing of necessary ballots, the obtaining of necessary approval of this amendment by the Michigan Attorney General and Governor of the State of Michigan, and for the conduct of such election.

VOTE ON ADOPTION:

YES:

NO:

CLERK'S CERTIFICATION: I hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Charlotte City Council by a vote of not less than 3/5 of the City Council at its regular meeting on _____, 2022, the original of which is part of the Council's minutes.

MARY LAROCQUE, City Clerk
City of Charlotte, Eaton County, MI

Drafted by and approved as to form:

Thomas M. Hitch (P25558)
Charlotte City Attorney
2900 West Rd., Suite 500
East Lansing, MI 48823
(517) 351-0280



Memo

To: Honorable Mayor Armitage; City Council
From: Bryan Myrkle, Community Development Director
Date: June 30, 2022
Re: Second reading & adoption of proposed amendments to Chapter 82, Section 461 - Signs

Background

Over the past year, city staff and the Charlotte Planning Commission have been working to update the City's outdated sign ordinance. The intent is to adopt a local ordinance that allows and regulates modern signage, allow for more creative commercial signage and eliminate conflicts within the code. Additionally, in 2014 a US Supreme Court decision (Reed v Gilbert) necessitated a review of sign ordinances to ensure regulations were "content-neutral" as the Court determined that regulations which were based on content would be subject to a higher level of scrutiny to protect certain freedom of expression rights within the Constitution.

A first reading of the proposed ordinance was held at City Council in February of this year, and since that time the Planning Commission has reviewed and discussed the ordinance, as well holding two public hearings. The Planning Commission voted to recommend adoption of the ordinance to the City Council at its meeting on June 7.

Overview of Changes

Below is a table that outlines the significant changes from the current regulations. In addition to these changes, the new regulations improved formatting and layout of the text in an effort to help users find the information more readily.

First, temporary signage in residential zone districts has been changed to permit a temporary sign for not more than 120 consecutive days, four times per year. This is a change from the current regulations which allow longer/shorter times based on the sign's content. For example, in the current regulations a for sale sign has differing display limits from a political sign. This is in violation of the Supreme Court decision which clearly prohibits regulations of signs based on the content. To be in compliance with the ruling, the signage must all be regulated based on something besides the content or message displayed.

Second, the regulations offer additional signage, e.g. number and size, for wall and ground/freestanding signs in certain circumstances. For example, where the building is set back in excess of 200 feet from the roadway, or where there is a certain length of street frontage. Planning Commission will want to consider whether the parameters as described are the situations where such additional signage is appropriate.

The proposed new ordinance also allows businesses to submit a 'comprehensive sign plan' for circumstances when their proposed signage does not fit comfortably within the rules, giving the

Planning Commission an opportunity to consider proposed signage on an individual basis. A common situation when this might occur is when a chain store has regional or national branding standards they wish to employ that are otherwise not accommodate by our ordinance.

Finally, for existing non-conforming signage the regulations call for replacement with a conforming sign should damage occur that repairs will exceed 50% of the current sign's replacement value.

Zone District	Proposed Regulations
All Residential (R-1, R-2, R-T, RM-1, RM-2, and MH)	- Regulate all temporary signage in content-neutral manner - Eliminate option for freestanding sign at residential home occupation - Clarify regulations/exemption for holiday displays
Business/Office/Industrial (OS-1, MX-1, B-1, B-2, B-3, I-1, IRO, I-2)	- Permits Electronic Changeable Signs in some circumstances - All temporary signage regulations content-neutral
Central Business District (CBD)	- Expanded number and size regulations for all signage types - Permits Electronic Changeable Signs in some circumstances - All temporary signage regulations content-neutral
Planned Development (PDD)	- Comprehensive Sign Plan to be submitted with site plan approval process
Other Changes	- Prohibition on balloon/flutter flags/similar displays - Added Definitions to clearly define certain words/phrases - Formalize additional signage where circumstances dictate - Addition of "Historical Sign" designation by Planning Commission to permit the continuance of a sign which has historical or cultural significance - Addition of option for Comprehensive Sign Plan in any Zone District

One thing that I do want to bring to the City Council's attention is that while the Planning Commission did publicize and hold two public hearings it did not elicit very much public comment. Because the new language is generally more permissive than the previous ordinance, that should not be a big problem. However, the new ordinance does prohibit some commercial temporary signage such as 'flutter' or 'feather' flags and inflatable 'tube men.' This is a change that may result in some complaints when it comes into effect.

Recommendation

Approve the second reading and adoption of the proposed changes to City Code Chapter 82, Section 461 – Signs.

Financial Impacts

This would have no direct financial impact on the City of Charlotte.

Suggested Motion

I move to approve the second reading and adoption of the proposed amendments to Chapter 82, Section 461 – Signs.

Introduced: February 22, 2022
Adopted:
Effective:

CITY OF CHARLOTTE
ORDINANCE NO. 2022-01

AN ORDINANCE TO AMEND CHAPTER 82 –
ZONING ORDINANCE –OF THE CODE OF THE
CITY OF CHARLOTTE BY AMENDING ARTICLE XXI
SUPPLEMENTARY REGULATIONS, SECTION 82-
461 SIGNS TO REVISE SIGN REGULATIONS.

Councilmember _____ moved that the following ordinance adopted,

THE CITY OF CHARLOTTE ORDAINS:

SECTION 1. AMEND SIGN REGULATIONS. Chapter 82, Article XXI, Section 82-461 Signs, subsections listed below shall hereby be amended by replacing the entirety as follows.

Section 82-461 Signs

(A) Purpose and Intent. The purpose and intent of these regulations is to foster public safety along public and private streets within the community by assuring that all signs are in safe and appropriate locations. Additionally, to promote the creation of an attractive visual environment that promotes a healthy economy by permitting businesses to inform, identify and communicate effectively; and directing the general public through the use of signs while maintaining attractive and harmonious application of signs on the buildings and sites.

Further, to protect and enhance the physical appearance of the community in a lawful manner that recognizes the rights of property owners by encouraging the appropriate design, scale and placement of signs.

Finally, to have administrative review procedures that are the minimum necessary to balance the community's objectives and regulatory requirements. The intent is to ensure consistent enforcement of the sign code; minimize the time required to review a sign application; and provide flexibility as to the number and placement of signs so the regulations are more responsive to business needs while maintaining the community's standards.

(B) Definitions. The following words and phrases used in this Section shall have the following meaning.

Abandoned Sign. A sign that no longer advertises or identifies a business establishment, product, use, or activity for a period of at least 180 consecutive days.

Alteration. Any change in copy, color, size or shape which changes the appearance of a sign, or a change in the position, location, construction, or supporting structure of a sign.

Animated Sign. A sign which has any visible moving part, flashing or osculating lights, visible mechanical movement of any description, or other apparent visible movement achieved by any means that alter the sign's appearance in a manner that is not permitted by these regulations.

Area of Sign. Refer to measurement standards in Section (J) Measurement Standards.

Awning. A shelter extending from the exterior wall of a building and composed of nonrigid materials except for the supporting framework.

Awning Sign. Any sign painted on or attached to or supported by an awning.

Balloon Sign. A sign on a balloon's surface or attached in any manner to the balloon.

Banner Sign. A temporary, lightweight sign not exceeding 50 sq feet that contains a message which is attached or imprinted on a flexible surface that deforms under light pressure and that is typically constructed of non-durable materials, including, but not limited to, cardboard, cloth, and/or plastic.

Billboard or Poster Panel Sign. An off-premises sign.

Business Unit. The space within a building occupied by an individual business. The business unit is equivalent to the tenant space in multi-tenant buildings.

Business. A company, enterprise, or similar organization designed to provide goods or services to consumers. A business may provide goods or services to the public or cliental on-site, such as with retail sales, or be involved in the administration, production, distribution or storage of goods to be provided at another location, such as with manufacturing. A business may include any commercial, office, institutional or industrial use.

Canopy. A freestanding permanent roof-like shelter not attached to or requiring support from an adjacent structure.

Canopy Sign. Any permanent sign attached to or constructed underneath a canopy. The signs are below a projecting structure that extends over the

pedestrian walkway which effectively prevents the wall signs from being visible to the pedestrian walking under the canopy. See also **Projecting Sign**.

Changeable Copy Sign. A sign or portion thereof on which the copy or symbols change manually through placement of letters or symbols on a panel mounted in or on a track system.

Comprehensive Sign Plan (CSP). A coordinated plan of all signs, including exempt and temporary signs for a business, or businesses, located on a development site. The sign plan shall include, but not be limited to, the locations, dimensions, colors, letter styles, and sign types of all signs to be installed on a site.

Construction Sign. A nonpermanent sign identifying the persons, firms or business directly connected with a construction project.

Directional Sign. A permanent instructional sign located on private property at or near the public right-of-way, directing or guiding vehicular traffic onto the property and/or toward parking or other identified locations on the property.

Decorative Displays. Signs or displays including lighting which are a nonpermanent installation celebrating national, state, and local holidays or holiday seasons, including religious holidays.

Development Identification Sign. A permanent freestanding sign located on private property at or near the entrance to the site where a group of stores in a shopping center or plaza has a common parking lot to serve all stores.

Electronic Message Centers. A portion of a freestanding or ground sign on which the copy or symbols change electronically, either through an automatic programming or other electronic means.

Freestanding Sign. Any sign which is permanently affixed in or upon the ground, supported by one or more structural members, with 12 inches or more of clearance between the bottom of the sign face and finished grade.

Frontage, Primary. The frontage of any business unit shall include the elevation(s) facing a public street, facing a primary parking area for the building or tenants, or containing the primary public entrance(s) to the building or business units.

Frontage, Secondary. The secondary frontage shall include those frontages containing secondary public entrances to the building or business units, and all building walls facing a public street or primary parking area that are not designated as the primary building frontage.

Footcandle. A measure of illumination on a surface that is one foot from a uniform source of light of one candle and equal to one lumen per square foot.

Governmental Sign. A sign erected and maintained pursuant to and in discharge of any governmental functions, or required by law, ordinance or other governmental regulation.

Grade. The level of the site at the property line located at the closest distance to the sign.

Ground Sign. Any sign which is permanently affixed in or upon the ground, supported by one or more structural elements with less than 12 inches of clearance between the bottom of the sign face and finished grade.

Historical Sign. Signs or displays which have historical value to the community as designated by the Planning Commission.

Illuminated Sign. Any sign for which an artificial source of light is used in order to make the sign's message readable, including internally and externally lit signs, and reflectorized, glowing or radiating signs.

Institutional Signs. A ground sign located on a property being used for an institutional purpose, such as a church, school, or governmental office.

Logo, Logogram, or Logotype. An emblem, letter, character, pictograph, trademark, or symbol used to represent any firm, organization, entity, or product.

Mural. A picture which is painted or otherwise applied directly onto an exterior surface of a structure. A mural is a sign only if it is related by language, logo, or pictorial depiction to the advertisement of any product or service or the identification of any business.

Nonconforming Sign. A sign which was validly installed under laws or ordinances in effect at the time of its installation, but which is in conflict with the current provisions of this Code.

Off-Premises Sign. Any sign normally used for promoting an interest other than that of a business, individual, products, or service available on the premises where the sign is located.

On-Premises Sign. Any sign used for promoting a business, individual, product or service available on the premises where the sign is located.

Political and Noncommercial Signs. A temporary sign designed for the purpose of supporting or opposing a candidate, proposition or other measure at an election or for any other noncommercial expression not related to the advertisement of any product or service or the identification of any business.

Portable Sign. Any movable sign not permanently attached to the ground or a building which is easily moved or removed using ordinary hand tools.

Private Street. Primary access ways that are intended to provide vehicular access to multiple commercial businesses and/or ownerships and are not dedicated as a public thoroughfare.

Projecting Sign. A sign which projects from and is supported by a wall or parapet of a building more than 12 inches, with the display surface of the sign in a plane perpendicular to or approximately perpendicular to the wall. See also **Canopy Sign**.

Real Estate Sign. Any temporary sign pertaining to the sale, exchange, lease, rental, or availability of land, buildings, condominium and similar units, or apartments.

Restaurant Menu Sign. Any reader board sign for outside display at a restaurant drive-thru or similar.

Revolving or Rotating Sign. See “animated sign”.

Roof Sign. Any sign erected upon a roof, parapet, or roof-mounted equipment structure and extending above a roof, parapet, or roof-mounted equipment structure of a building or structure.

Sidewalk Sign. A temporary sign intended to display messages of a transitory or temporary nature that is placed on the pedestrian walkway.

Sign. Any device, structure, fixture, figure, banner, pennant, flag, balloon, poster, handbill, flier, painting, streamer, placard, or similar object consisting of written copy, symbols, logos and/or graphics, designed for the purpose of identifying or bringing attention to an establishment, product, goods, services, or other message to the general public. This definition of sign shall not include any architectural or landscape features that may also attract attention.

Sign Face. An exterior display surface of a sign including non-structural trim exclusive of the supporting structure.

Site. All the contiguous ground area legally assembled into one development location which is a zoning lot. A zoning lot is defined as a permanent parcel (lot of record), multiple lots of record, or a portion of a lot of record.

Subdivision Sign. A ground sign located at the entrance of a residential subdivision and is affiliated with all the properties or residence within the development.

Temporary Sign. A sign that due to the materials, sign structure, construction, and similar is intended for temporary use and display. Any sign or sign structure that is not permanently embedded in the ground or or not permanently affixed to a building is considered a temporary sign.

Unlawful Sign. Any sign placed without proper approval or permits as required by this Code at the time of sign placement, or any sign placed contrary to the terms or time limits of any permit and any applicable provisions of this Code.

Vehicle Sign. Any sign permanently or temporarily attached to or placed on a vehicle or trailer.

Wall Sign. Any sign attached to the wall of a building or structure in a plane parallel or approximately parallel to the plane of said wall and does not project more than 12in from the wall. A sign that is painted or applied directly onto the wall of a structure is considered a wall sign.

Window, Area of. The area of a single window includes all the window panes in an area that is separated by mullions, muntins, or other dividers which are less than 3 inches wide.

Window Sign. Any sign viewable through and/or affixed in any manner to a window or exterior glass door such that it is intended to be viewable from the exterior beyond the sidewalk immediately adjacent to the window.

(C) General Standards. The following standards shall apply to all signs in any Zone District.

1. **Requirement for Permit.** Except as expressly provided herein, it is unlawful for any person to erect, re-erect, alter or relocate any sign without obtaining zoning approval from the Zoning Administrator or Planning Commission when applicable, issuance of a sign permit as required by the Building Official, and payment of any applicable fees.
2. **Changeable copy** by non-electronic means may be utilized on any permitted sign.
3. **Location Requirements.**
 - a. No sign shall be located in, project into, or overhang a public right-of-way or dedicated public easement without permission from the governmental unit controlling the right-of-way or easement except for a permitted Projecting Sign or Canopy Sign.
 - b. No sign shall be placed in a location that obstructs the view of traffic or

pedestrians on streets or sidewalks, or the view of persons entering or exiting the premises. Signs shall not be permitted where they obstruct a motorist's view of regulatory signs, traffic control devices, or street signs.

c. In order to ensure adequate sight distance, a minimum clear vision area shall be maintained in accordance with Section 82-463. Greater clear vision areas may be required by the Michigan Department of Transportation or the Eaton County Road Commission in areas subject to their jurisdiction.

4. Specific Dimensional Standards. The dimensional standards and regulations for sign types allowable by Zone Districts are as follows:

Allowable Signs in Zone Districts: R-1, R-2, R-T (Single and Two-Family Residential)					
Sign Type	Number	Area	Height	Duration	Illumination
Wall Sign	One per dwelling unit	maximum 3 sq ft	minimum clearance of 8 feet above grade where abutting sidewalk	permanent	Not permitted
Institutional Sign	one per frontage	maximum 18 square feet. Increase to 32 sq ft if located along state trunk line or major street	5 feet	permanent	permitted in accordance with provisions of Section F
Subdivision Sign	one per entrance	Maximum 32 square feet	5 feet	permanent	permitted in accordance with provisions of Section F
Temporary Sign	one per frontage	maximum 6 sq ft	5 feet	maximum of 120 days, no more than 4 displays per calendar year.	not permitted

Construction Sign	one per project	4.5 sq feet	36 inches	Permitted to be installed 7 days prior to construction and must be removed 7 days after completion or occupancy permit issued	Not permitted
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Allowable Signs in Zone Districts: RM-1, RM-2, and MH (Multi-Family Residential and Mobile Home)					
Sign Type	Number	Sign Area	Height	Duration	Illumination
Wall Sign	One per building and one per Management office	maximum 6 sq ft per sign	minimum clearance of 8 feet above grade where abutting sidewalk	permanent	not permitted
Institutional Sign	one per frontage	maximum 18 square feet. Increase to 32 sq ft if located along state trunk line or major street	5 feet	permanent	permitted in accordance with provisions of Section F
Subdivision	one per entrance	Maximum 32 square feet, reduced to maximum 10 sq ft when abutting single family use	5 feet	Permanent	permitted in accordance with provisions of Section F

		or zone district R-1, R-2, R-T.			
Temporary Sign	one per site	maximum 6 sq ft	5 feet	Limited to a maximum of 120 days, no more than 4 displays per calendar year.	not permitted
Construction Sign	one per project	4.5 sq feet	36 inches	Permitted to be installed 7 days prior to construction and must be removed 7 days after completion or occupancy permit issued	Not permitted
Comprehensive Sign Plan allowable as permitted by the Planning Commission					

Allowable Signs in Zone District: CBD (Central Business District)					
Type	Number	Area	Height	Duration	Illumination
Wall Sign	Subject to limitations of Subsection (E) Sign Type Standards	<u>Primary Frontage:</u> maximum 80% of length of tenant space or building frontage <u>Secondary Frontage:</u> maximum 80% of length of tenant space or building frontage	minimum clearance of 8 feet above grade	permanent	permitted in accordance with provisions of Section

Projecting Sign	Unlimited, provided adjacent projecting signs shall not be closer than fifteen (15) feet.	Maximum area of eight (8) square feet	Minimum clearance of 8 feet above grade; maximum height of 12 feet above sidewalk or grade; maximum projection 6ft from wall	Permanent	permitted in accordance with provisions of Section
Awning or Canopy signs	Unlimited, provided adjacent awning or canopy signs shall not be closer than ten (10) feet.	maximum area of two (2) square feet	minimum clearance of eight (8) feet above the sidewalk	Permanent	permitted in accordance with provisions of Section
Freestanding or ground sign, including Institutional Signs	one per frontage upon approval by the Planning Commission	32 sq ft	Ground - 5 ft; Freestanding - 20 ft; minimum clearance 8 ft; all must	permanent	Permitted in accordance with provisions of Section
Temporary Sign	One to four	one up to 32 sq ft per parcel; 4 per business up to 8 sq ft		Maximum 14 days, limit of 6 displays per calendar year	

Window Sign	Subject to limitations of subsection (E) Sign Type Standards
Comprehensive Sign Plan allowable as permitted by the Planning Commission	

Allowable Signs in Zone Districts: B-1, OS-1, and MX-1 (Neighborhood Business, Office, and Mixed Use)						
Type	Number	Area	Height	Location	Duration	Illumination
Wall Sign	One per each business unit occupying the building	maximum 100 sq ft or 10% of the front wall area, whichever is less	minimum clearance 8 ft above grade where abutting sidewalk; cannot project beyond highest point of roof or parapet	n/a	Permanent	Permitted in accordance with Section F
Institutional Sign	one per frontage	maximum 32 sq ft	5 feet	Minimum 20 feet from adjacent residential district	permanent	Permitted in accordance with Section F
Ground Sign	one per frontage	Maximum 32 sq ft	5 feet	20 feet from adjacent residential district	permanent	Permitted in accordance with Section F
Freestanding Sign	one per frontage	maximum 64 sq ft	20 feet height;	Minimum	permanent	Permitted in accordance

			minimum clearance 8 ft above grade	100 feet from adjacent residential district		with Section F
Temporary Sign	one to four	one up to 32 sq ft per parcel; 4 per business up to 8 sq ft		Cannot be located on utility poles, street signs, trees, etc	Maximum 14 consecutive days, limit of 6 displays per calendar year	not permitted
Restaurant Menu Sign	two per drive	100 sq ft	96 inches	n/a	permanent	Permitted in accordance with Section F
Window Sign	Subject to limitations of subsection (E) Sign Type Standards					
Comprehensive Sign Plan allowable as permitted by the Planning Commission						

Allowable Signs in Zone Districts: B-2 and B-3 (Business/Commercial)						
Type	Number	Area	Height	Location	Duration	Illumination
Wall Sign, Canopy Sign, or Awning Sign	One per each business unit occupying the building	maximum 100 sq ft or 10% of the front wall area, whichever is less	minimum clearance 8 ft above grade where abutting sidewalk; cannot project beyond highest	n/a	Permanent	Permitted in accordance with Section F

			point of roof or parapet			
Institutional Sign	one per frontage	maximum 32 sq ft	5 feet	Minimum 20 feet from adjacent residential district	permanent	Permitted in accordance with Section F
Ground Sign	one per frontage	maximum 32 sq ft	5 feet	Minimum 100 feet from adjacent residential district	permanent	Permitted in accordance with Section F
Freestanding Sign	one per frontage	maximum 100 sq ft	20 feet height; minimum clearance 8 ft above grade	Minimum 100 feet from adjacent residential district	permanent	Permitted in accordance with Section F
Development Identification Sign	One per shopping center/plaza	150 sq ft	20 feet height; minimum clearance 8 ft above grade	Minimum 100 feet from adjacent residential district	permanent	Permitted in accordance with Section F
Temporary Sign	one to four	one up to 32 sq ft per parcel; 4 per business up to 8 sq		Cannot be located on utility poles, street	Maximum 14 consecutive days, limit of 6 displays	not permitted

		ft		signs, trees, etc	per calendar year	
Restaurant Menu Sign	two per drive	100 sq ft	96 inches	n/a	permanen t	Permitted in accordance with Section F
Window Sign	Subject to limitations of subsection (E) Sign Type Standards					
Comprehensive Sign Plan allowable as permitted by the Planning Commission						

Allowable Signs in Zone Districts: IRO, I-1, I-2 (Industrial)					
Type	Number	Area	Height	Duration	Illumination
Wall Sign	One per each business unit occupying building	maximum 100 sq ft or 10% of the front wall area, whichever is less	minimu m clearan ce 8ft where abutting sidewal k	permanen t	Permitted in accordance with Section F
Ground Sign One per	frontage	80 sq ft	8 feet	permanen t	Permitted in accordance with Section F
Temporary Sign	one to four	one up to 32 sq ft per parcel; 4 per business up to 8 sq ft	n/a	Maximu m 14 consecu tive days, limit of 6 displays per calendar year	Not permitted

Allowable Signs in Zone Districts: PDD (Planned Development District)					
Type	Number	Area	Height	Duration	Illumination
Comprehensive Sign Plan Required	Signs permitted as granted by the Planning Commission in the required Comprehensive Sign Plan.				

(E) Sign Type Standards. The following standards for specific sign types shall apply in addition to the other applicable standards of this ordinance.

1. Wall Signs

- a. Any wall sign or combined length of signs shall not be greater than eighty percent (80%) of the length of the tenant space or the length of the building frontage for single tenant buildings.
- b. The area of any wall sign may be increased by twenty-five percent (25%) when the building is setback at least two hundred (200) feet from the public right-of-way and may be further increased an additional twenty-five percent (25%) for each additional two-hundred (200) feet of setback, up to a maximum increase of one-hundred percent (100%).
- c. Additional wall sign area is permitted for a secondary frontage (see Section B - Definitions) which shall be equal to 100% of the primary sign area allowance.
- d. Additional Wall Signs for Multiple Story Buildings. An additional building sign is permitted on each of the building's primary and secondary frontages according to the following:
 - i. For a building with two (2) floors the additional permitted sign area is 100% of area for each eligible wall.
 - ii. This additional permitted sign area may be increased by 50% in area for each additional building floor.
 - iii. The sign must be placed at the height for which the bonus has been granted.

2. Freestanding or Ground Signs

- a. One additional freestanding or ground sign shall be permitted for every 100 feet of site frontage in excess of 200 feet of lot frontage.
- b. The permitted sign area may be aggregated into fewer and larger signs, at the election of the property owner/ business, provided that the size of any single sign does not exceed the area permitted by more than 100%.
- c. Electronic Message Centers are permitted on a freestanding or ground sign

provided they meet the following requirements:

- i. Only one (1) electronic message center (EMC) is permitted per each street frontage.
- ii. EMC copy cannot change more often than once every 8 seconds and EMC cannot exceed 50% of the total sign area permitted on the site.
- iii. All EMCs are required to have automatic dimming capability that adjusts the brightness to the ambient light at all times of the day and night.
- iv. No single electronic message is permitted to be repeated by flashing more than once every sixteen (16) seconds.

3. Temporary Signs

1. Except as described in subparagraphs, (a) and (b), signs that meet the standards of this subsection shall comply with standards listed in C, General Standards, Section 4 Specific Dimensional Standards including, but not limited to, sign area, setback and height for the applicable Zone District.
 - (a) Sidewalk signs shall not exceed 2.5 feet by 3 feet in size and may only be permitted in the Central Business District provided they are located so as not to interfere with pedestrian passage or create a public safety hazard and must be removed at the close of the business day.
 - (b) Temporary signs in shopping centers, plazas or similar multi tenant sites shall be limited to spaces controlled by the tenant and may not be located in any common areas. Temporary signs in such sites are prohibited from being placed in the required front-yard setback.
2. Where an existing permanent sign exists, no single temporary sign on a site shall exceed 10% of the smaller of either the wall sign area or freestanding sign area. The total area of all temporary signs on a site shall not exceed 25% of the smaller of either the wall sign area or freestanding sign area already installed on the site.
3. Temporary signs affixed to the inside of a building's windows are exempt from the provisions of this subsection.
4. A banner sign shall not exceed 50 sq ft, and is permitted to be displayed not more than 15 consecutive days and not more than 6 times per calendar year.
5. Temporary signs are exempt from obtaining a permit prior to installation

but shall be required to be kept in good condition and shall be removed when required per ordinance.

(F) Illumination Standards. Sign illumination shall comply with all of the following requirements:

- (a) Signs shall be illuminated only by steady, stationary shielded light sources directed solely at the sign, or internal to it.
- (b) Use of glaring undiffused lights or bulbs shall be prohibited. Lights shall be shaded so as not to project onto adjoining properties or thoroughfares. (c) Sign illumination that could distract motorists or otherwise create a traffic hazard shall be prohibited.
- (d) Illumination by bare bulbs or flames is prohibited.
- (e) Underground wiring shall be required for all illuminated signs not attached to a building.
- (f) Electronic Message Centers may be permitted subject to Section E - Sign Type Standards

(G) Sign Review Procedures

- 1. Time limits—All sign applications shall be reviewed for compliance with these regulations within ten (10) business days from the time a completed application has been accepted by the zoning administrator.
- 2. All appeals and variances regarding the sign ordinance will be heard by the Planning Commission (see Section H).
- 3. A Comprehensive Sign Plan (CSP) may be submitted that permits consideration of unique conditions, flexibility and creativity. Such CSP is subject to approval by the Planning Commission who may permit additional signs and/or sign area based on the applicant's demonstration of unique characteristics of the design, building, and/or site and appropriate landscaping associated with the freestanding signs.. The approval of a CSP cannot impose more restrictive requirements than permitted by the basic standards. Once a CSP has been approved subsequent applications for specific signs on the site shall be approved administratively when the proposed sign is in compliance with the approved CSP.

(H) Construction and Safety Standards

The construction, erection, safety and maintenance of all signs shall comply with the adopted State Building Code and all of the following:

- 1. Construction and maintenance: Every sign shall be constructed and maintained in a manner consistent with the building, electrical, or other construction code provisions and maintained in good structural condition at all times. All signs shall be kept neatly painted, stained, sealed or preserved including all metal parts and supports.

2. Sign safety: All signs erected, constructed, reconstructed, altered or moved shall be constructed in such a manner and of such materials so that they shall be able to withstand wind pressure of at least twenty (20) pounds per square foot. All signs, including any cables, guy wires or supports shall have a minimum clearance of four (4) feet from any electric fixture, street light or other public utility pole or standard.

(I) Maintenance Standards

All signs shall be maintained in accordance with the following:

1. The property owner shall maintain signs in good repair and structurally sound, in compliance with applicable City standards or ordinances, and in compliance with any building code or property maintenance code requirements.
2. If the sign is deemed by the Zoning Administrator or designee to be in an unsafe condition, the owner of the business shall be immediately notified in writing, and shall respond to the City with a plan to correct the unsafe condition, remove the unsafe sign, or cause it to be removed within 30 days. If after 35 calendar days, the conditions have not been corrected through repair or removal, the sign shall be declared a public nuisance and the Zoning Administrator may cause the repair or removal of such sign, at the expense of the property owner or lessee. If the total costs are not paid in full within 60 days of the repairs or removal the amount owed shall be certified as an assessment against the property owner, and lien upon that property as prescribed for unpaid real estate taxes.
3. In cases of imminent emergency, the Zoning Administrator may cause the immediate removal of a dangerous or defective sign without notice.
4. Repair, relettering, or repainting may be done without a permit or without any payment of fees provided that all of the following conditions are met:
 - a. There is no alteration or remodeling to the structure or the mounting of the sign itself;
 - b. There is no enlargement or increase in any of the dimensions of the sign or its structure; and
 - c. The sign is accessory to a legally permitted, conditional, or nonconforming use.

(J) Measurement Standards For all sign types, the following standards are used to determine the size, area, height, and other dimensional standards.

1. Sign Area and Dimensions.
 - a. For a wall sign which is framed, outlined, painted or otherwise prepared and intended to provide a background for a sign display, the area and dimensions shall include the entire portion within such background or frame.
 - b. For a wall sign comprised of individual letters, figures or elements on a

wall or similar surface of the building or structure, the area and dimensions of the sign shall encompass a regular geometric shape (rectangle, circle, trapezoid, triangle, etc.), or a combination of regular geometric shapes, which form, or approximate, the perimeter of all elements in the display, the frame, and any applied background that is not part of the architecture of the building. When separate elements are organized to form a sign, but are separated by open space, the sign area and dimensions shall be calculated by determining the geometric form, or combination of forms, which comprises all of the display areas, including the space between different elements. Minor appendages to a particular regular shape, as determined by the zoning administrator, shall not be included in the total area of a sign.

- c. For a freestanding or ground sign, the sign area shall include the frame, if any, but shall not include:
 - i. A pole or other structural support unless such pole or structural support is internally illuminated or otherwise so designed to constitute a display device, or a part of a display device.
 - ii. Architectural features that are either part of the building or part of a freestanding structure, and not an integral part of the sign, and which may consist of landscaping, building or structural forms complementing the site in general.
- d. When two identical sign faces are placed back-to-back so that both faces cannot be viewed from any point at the same time, and are part of the same sign structure, the sign area shall be computed as the measurement of one of the two faces. When the sign has more than two display surfaces, the area of the sign shall be the area of largest display surfaces that are visible from any single direction.

2. Sign Height.

- a. The height of a ground sign or freestanding sign shall be measured from the base of the sign or supportive structure at its point of attachment to the ground, to the highest point of the sign. A freestanding or ground sign on a man-made base, including a graded earth mound, shall be measured from the grade of the nearest pavement or top of any pavement curb.
- b. Clearance for freestanding and projecting signs shall be measured as the smallest vertical distance between finished grade and the lowest point of the sign, including any framework or other embellishments.

3. Length of Building Frontage

- i. The length of any primary or secondary building frontage shall be the sum of all wall lengths parallel, or nearly

parallel to such frontage.

- ii. For buildings with two or more frontages, the length of the wall and allowable sign area shall be calculated separately for each such building frontage.
- iii. The building frontage for a business unit shall be measured from the centerline of the walls defining the business unit.

(K) Exempt Signs

The following signs shall be exempt from regulation under this ordinance:

- 1. Any public purpose or public safety sign and any other notice or warning required by federal, state, or local law, regulation, or resolution, including directional signs.
- 2. Works of art that do not include a commercial message, including murals.
- 3. Decorative displays provided that the display does not exceed 75 days.
- 4. Flags of any country, state, municipality, university, college or school.
- 5. Building markers, such as historical designations or construction dates; house or building numbers or names.
- 6. Historical signs shall not be considered an abandoned sign after review and designation by the Planning Commission following a public hearing as required per Section 82-33A Notice.
- 7. Signs designed and installed so as to be visible only to patrons of an establishment when they are on the premises of the establishment.
- 8. Instructional or “way-finding” signs installed by a federal, state, or local unit of government.
- 9. Time and temperature signs.

(L) Prohibited Signs

The following signs are prohibited:

- 1. Abandoned signs, as defined in *Section (B) Definitions*.
- 2. Animated, flashing, rotating signs and festoons as defined in *Section (B) Definitions*, portable changeable copy signs, inflatable signs, tethered balloons,

- pennants, flutter flags, searchlights, streamers, exposed light bulbs, strings of lights, and any clearly similar features, except those specifically exempt from regulation as decorative displays.
3. Roof signs, as defined in *Section (B) Definitions*.
 4. Signs located on vacant or unused property except permitted billboards, including signs on vehicles when the vehicle is parked at a vacant or unused property.
 5. Any sign containing any words, colors, lighting, or symbols that would cause confusion to pedestrian or vehicular traffic because of their resemblance to public safety traffic control or direction signals.
 6. Signs located on trees, utility poles, public benches or any other form of public property or within any public right-of way unless explicitly permitted by these regulations.
 7. Other signs or similar structures that raise concerns for public safety or welfare substantially similar to those listed above.

(F) Non-Conforming Signs

1. Non-conforming signs shall be maintained in good condition pursuant to regulations of Section H Construction and Safety Standards, and of Section I Maintenance Standards.
2. A non-conforming sign shall not be altered, modified or reconstructed except:
 - a. When such alteration, modification or reconstruction would bring such sign into conformity with these regulations;
 - b. Any alteration, modification or reconstruction shall be limited to the replacement of a sign panel, replacing individual letters and logos within the same area, or repainting a sign face. No changes to the structure, framing, erection or relocation of the sign are permitted unless such changes conform to subsection “a” above.
3. Restoration of Damage: If a sign or sign structure which is nonconforming is damaged by any means or in any manner to the extent that the cost of reconstruction or restoration exceeds one half (50%) the value of replacement of the sign or sign structure prior to the damaging occurrence, such structure may be reconstructed or restored only if its use conforms with the provisions of this Ordinance.
4. Repairs to Nonconforming Sign: Repair work may be done to nonbearing walls, fixtures, wiring or plumbing, provided that the structure is not enlarged, extended, moved or structurally altered.

5. Safety Repairs: Nothing in this Ordinance shall be deemed to prevent the strengthening or restoring to a safe condition any structure or part thereof upon order by an official charged with protecting the public safety.

(H) Appeals and variances

The Planning Commission shall hear all appeals from an administrative decision or variance requests with regard to the sign regulations of Section 82-461 as follows:

1. Appeals may be made where an applicant has been aggrieved by a decision made by the Zoning Administrator or designee within 21 days of the decision being rendered. The applicant must submit a written appeal detailing the nature of the appeal. The Planning Commission may affirm, modify, or overturn the decision of the Zoning Administrator upon a hearing at a regular Planning Commission meeting in accordance with Section 82-59.
2. Variances may be granted from the regulations contained herein provided that the Planning Commission shall not permit signs in the right-of-way or in a location that has been determined to be a violation of required site distance or a public safety concern. Any request for a variance must be provided in writing and the hearing will follow the procedures of Section 82-59. A request for a variance shall be the minimum necessary to provide relief to the property owner and the approval for such request shall include the following:
 - a. Specific regulations the variance is requested from and relief sought; and
 - b. Practical difficulty or unique circumstances which necessitate the variance.

SECTION 3. REPEALER. Any bylaws, orders, resolutions, ordinances, or parts thereof, inconsistent with this Ordinance are hereby repealed to the extent only of such inconsistency. This repealer shall not be constructed to revise any bylaw, order, resolution or ordinance or part thereof, heretofore repealed.

SECTION 4. SEVERABILITY. Should any section or provision of this ordinance be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole, or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 5. EFFECTIVE DATE. This ordinance shall become effective 20 days after publication.

Second, . Motion Yea Nay Absent .

Dated: July 5, 2022

Michael Armitage, Mayor

Mary LaRocque, City Clerk

Introduced: July 18, 2022
Adopted:
Effective:

CITY OF CHARLOTTE
ORDINANCE NO. 2022-03

AN ORDINANCE TO AMEND CHAPTER 15 –
BUSINESSES –OF THE CODE OF THE
CITY OF CHARLOTTE BY AMENDING ARTICLE IV MARIHUANA
ESTABLISHMENTS, TO ADD SECTION 15-76 MEDICAL MARIHUANA
CAREGIVER REGULATIONS.

Councilmember _____ moved that the following ordinance be referred to Planning Commission for public hearing and recommendation and then passed to a second reading:

THE CITY OF CHARLOTTE ORDAINS:

SECTION 1. ADD SECTION 15-76 MEDICAL MARIHUANA CAREGIVER REGULATIONS. Chapter 15, Article IV, Section 15-76 Medical Marihuana Caregiver Regulations shall hereby be added as follows.

§15-76 Medical marihuana caregiver regulations.

1) Intent. It is the intent of this section to give effect to the intent of the Michigan Medical Marihuana Act, Initiated Law 1 of 2008, MCL 333.26421 et seq. (hereinafter “Act”) as approved by the electors. These provisions are designed to recognize the fundamental intent of the Act to allow the creation and maintenance of a private and confidential patient-caregiver relationship to facilitate the statutory authorization for the limited cultivation, storage, distribution and use of marihuana for medical purposes; and to regulate this fundamental intent in a manner that does not conflict with the Act. By permitting the operations of registered primary caregivers as a home occupation, rather than in a commercial setting, this promotes the Act’s purpose of ensuring that a registered primary caregiver is not assisting more than the five qualifying patients permitted in the Act with their medical use of marihuana, and a registered primary caregiver does not unlawfully expand its operations beyond five qualified patients, so as to become an illegal commercial operation in the nature of a marihuana collective, cooperative, or dispensary.

2) Remainder of article; effect of permit approval. In recognition of the unique nature of the medical marihuana caregiver as a home occupation provided for hereunder, the conditions and requirements set forth in Chapter 82, Section 82-107 for home occupations shall not be applicable to medical marihuana home occupations.

3) Regulations. The following standards and requirements shall apply to the location at which the medical use of marihuana is conducted by a primary caregiver.

- a. The medical use of marihuana shall comply at all times with the MMMA and the MMMA General Rules, as amended.
- b. A registered primary caregiver shall not possess marihuana, or otherwise engage in the medical use of marihuana, in a school bus, on the grounds of any preschool or primary or secondary school, or in any correctional facility.
- c. Not more than two registered primary caregivers, who shall also be full-time residents of the dwelling, shall be permitted to operate at any one property.
- d. The medical use of marihuana shall be conducted entirely within a dwelling or attached garage, except that a registered primary caregiver may keep and cultivate, in an "enclosed, locked facility" (as that phrase is defined by the MMMA), up to 12 marihuana plants for each registered qualifying patient with whom the registered primary caregiver is connected through the registration process established by the Department of Licensing and Regulatory Affairs, and up to 12 additional marihuana plants for personal use, if the primary caregiver is also registered as a qualifying patient under the MMMA.
- e. A sign identifying the home occupation by word, image or otherwise, or indicating that the medical use of marihuana is taking place on the premises, shall not be permitted; nor shall any vehicle having such a sign be parked anywhere on the premises.
- f. Except for lighting, heating, watering, drying or other equipment, or fertilizers, herbicides or other chemicals directly related to the medical use of marihuana, no other materials or equipment not generally associated with normal ownership, use, and maintenance of a dwelling shall be permitted.
- g. Distribution of marihuana or use of items in the administration of marihuana shall not occur at or on the premises of the primary caregiver. A qualifying patient shall not visit, come to, or be present at the residence of the primary caregiver to purchase, smoke, consume, obtain or receive possession of any marihuana.
- h. Except for the primary caregiver, no other person shall deliver marihuana to the qualifying patient.
- i. No one under the age of 18 years shall have access to medical marihuana.
- j. No on-site consumption or smoking of marihuana shall be permitted within the dwelling (or on the property) of a primary caregiver, except for lawful medical marihuana consumption by the primary caregiver if registered as a qualifying patient under the MMMA.
- k. Medical marihuana shall not be grown, processed, handled or possessed at the dwelling of the primary caregiver beyond that which is permitted by law.

l. All necessary building, electrical, plumbing and mechanical permits shall be obtained for any portion of a building or structure in which equipment and devices that support the cultivation, growing or harvesting of marihuana are located or used.

m. If marihuana is grown or located in a room with windows, all interior lighting shall be shielded to prevent ambient light from creating a distraction for adjacent properties.

n. Related merchandise or products shall not be sold or distributed from the dwelling or property of the primary caregiver, apart from the permitted quantity of medical marihuana.

o. To ensure compliance with all applicable requirements and laws, the portion of a building or other structure, such as a cultivation room, where energy use and heating requirements exceed typical residential limits and chemical storage occurs, are subject to inspection and approval by the zoning administrator or other authorized official.

p. The property, dwelling and all enclosed, locked facilities shall be available for inspection upon request by the zoning administrator, building official or law enforcement official.

4) Permit Required. The operations of a registered primary caregiver, as a home occupation, shall be permitted only with the prior issuance of a City of Charlotte permit.

a. A complete and accurate application shall be submitted on a form provided by the City and an application fee in an amount determined by resolution of the City Council shall be paid.

b. The permit application shall include the name and address of the applicant; the address of the property; proof, such as a driver's license, voter registration card or similar record showing that the dwelling is the applicant's full-time residence; a current state registration card issued to the primary caregiver; a full description of the nature and types of equipment which will be used in marihuana cultivation and processing; and a description of the location at which the use will take place. The zoning administrator may require additional information necessary to demonstrate compliance with all requirements. The zoning administrator shall review the application to determine compliance with this Ordinance, the MMMA and the MMMA General Rules. A permit shall be granted if the application demonstrates compliance with this Ordinance, the MMMA and the MMMA General Rules.

c. The use shall be maintained in compliance with the requirements of this Ordinance the MMMA and the MMMA General Rules. Any departure shall be grounds to revoke the permit and take other lawful action. If a permit is revoked, the applicant shall not engage in the activity unless and until a new permit is granted.

d. Information treated as confidential under the MMMA, including the primary caregiver registry identification card and any information about qualifying patients associated with the primary caregiver, which is received by the City, shall be maintained separately from public information submitted in support of the application. It shall not be distributed or otherwise made available to the public and shall not be subject to disclosure under the Freedom of Information Act.

e. It is unlawful to establish or operate a for-profit or nonprofit marijuana dispensary, collective or cooperative within the City, even if such use is intended for the medical use of marijuana.

f. The use of the dwelling or other permitted facility of a qualifying patient to cultivate medical marijuana in accordance with the MMMA, solely for personal use, does not require a permit under this subsection; however, all applicable state and City ordinance requirements must be met.

g. The provisions of this subsection do not apply to the personal use and/or internal possession of marijuana by a qualifying patient in accordance with the MMMA, for which a permit is not required.

5) Enforcement. Any violation of this section shall be considered a civil infraction.

SECTION 2. EFFECTIVE DATE. This ordinance shall become effective 20 days after publication.

Second, _____. Motion ____ () Yeas. () Nays. () Absent.

Dated: July 18, 2022

Michael Armitage, Mayor

Mary LaRocque, City Clerk

MEMORANDUM

TO: Charlotte City Council

FROM: Thomas M. Hitch, City Attorney

RE: CITY ATTORNEY REPORT

DATE: June 29, 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. Charter Amendments. Elsewhere in the packet, the City Council will observe my memorandum as it relates to two of the Charter Amendments relating to Ward Elections, Even-Year Elections and the 4-Year Term for Mayor. We are rescinding all three of the Resolutions adopted at the May 16, 2022 meeting and I am submitting a revised Resolution relating to the 4-Year Term for Mayor. I will be at the City Council meeting on July 5, 2022 to discuss this matter with the Council.

2. Sign Ordinance. I have had the opportunity to review the changes to the Sign Ordinance and it meets with my approval.

3. Municipal Attorney Joining Our Firm. Mr. David Revore, a long-time municipal attorney, is joining our law firm to assist me and the firm in representation of all of my municipal clients, including Charlotte. He is City Attorney for both Marshall and Grand Ledge, and represents a number of Townships as well. He brings a wide array of experience including being special legal counsel for a number of communities to handle cases before the Tax Tribunal.

He is part of our plan to strengthen the capabilities of the firm so that it can continue to provide the full range of legal services to municipal clients and continue its historical knowledge of our clients that has resulted from over 50 years of practice in municipal law.

Over the next several weeks, I will be introducing David to my municipal clients and look forward to the energy and enthusiasm that I know he will bring to our firm. I will be glad to answer any questions that the Council may have regarding this addition to our firm.

4. 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 July 5th Council Meeting

State Funding for Charlotte Fire Department

On behalf of the staff and citizens of the City of Charlotte, my sincere gratitude to State Representative Witwer for her efforts to secure \$1 million in funding for the city to purchase fire equipment. Chief Jordan has been in process of reviewing the current vehicle and equipment needs and will be putting forth his specific recommendations for utilizing this generous funding allocation from the state.

Fence Regulations Update

Pursuant to the discussion at the June 20th Council meeting, Community Development Director Myrkle has been preparing materials for discussion at the July 12th Planning Commission meeting on updates to the city's fencing regulations. In reviewing the city's regulations with neighboring and similar communities, he has noted several areas where potential changes could be made to improve the regulations on fencing in addition to discussion on the location of 6ft fencing on corner lots.

RAVE Alerts – Water Utility Bill Notification Feature

The City participates in RAVE Alerts which provides alert notifications to participants via voice, email, text, and posts to social media. We have expanded the service options to include targeted text and email messaging for quarterly utility billing. We will send out a notice to registered users when we send out the bills for their cycle area. This alert will notify them the bill has been mailed and provide other billing related information. If you're already registered for alerts, make sure your address information is up-to-date. There are several ways to register: Text CHARLOTTE to 67283; Download the Smart911 app; or Register for a free and secure safety profile online at Smart911.com.

General information about utility billing can be found on the city's website here:

<http://www.charlottemi.org/serviceadministration/finance/utility-information/> and you can check your utility billing information anytime online here: www.bsaonline.com

ARPA Funding – Survey Results

The survey results presentation from the townhall meeting held on June 9th is posted online at <https://www.charlottemi.org/arpa/>. At the City Council workshop meeting on Thursday, July 14th, DPW Director Gilson will present additional information on potential road improvement projects.

Volunteer Opportunities

The City has several opportunities for citizens to participate in their local government. We are seeking volunteers to serve on the Ad Hoc Water Treatment Committee; Camp Frances Board; and Board of Review. Interested persons can find more information here:

<https://www.charlottemi.org/volunteers-wanted/>

Assistance Programs

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/>

August 2nd Primary

The statewide primary election will be held on Tuesday, August 2nd. Polls open 7:00 a.m. and close 8:00 p.m. for in-person voting. Clerk LaRocque reminds voters to update registration information if you had any changes to your address, your name, or other personal information. If registering within 15 days of the election that you wish to vote in, including on election day, you must appear in person to the Clerk and bring proper residency and identity documentation. An application for an absentee ballot must be submitted to obtain an absentee ballot. Applications for absentee voting are available now, the deadline(s) for absentee ballots for the August 2 election are below:

- Saturday, July 29 is the last day a ballot can be mailed to you via first class mail if your application is received by the clerk before 5:00 p.m. On July 29th the Clerk's office will be open 8 a.m. to 1 p.m. and 2 p.m. to 5 p.m. for the purpose of issuing absentee ballots only.
- Monday, August 1 an absentee ballot must be applied for and received in person at the Clerk's office until 4:00 p.m. Note: a ballot issued on this day cannot leave the building, you must vote the ballot and return it to the Clerk before leaving.

Return your voted absentee ballots to the Clerk's office at your earliest opportunity after voting it. All voted absentee ballots must be received by the Clerk no later than 8:00 p.m. (close of polls) on election day, August 2, 2022, to be processed in the election.

There are two drop boxes available at City Hall, 111 E. Lawrence, for you to deposit your applications and voted ballots: in the vestibule at the front door and drive up/drop off along N. Washington St.

Visit the Michigan Voter Information Center for more information:

<https://mVIC.sos.state.mi.us/Home/Index>

Charlotte Fire Department

Charlotte, MI

This report was generated on 6/30/2022 10:57:04 AM



Incident Type per Zone for Incident Status for Date Range

Incident Status(s): All Incident Statuses | Start Date: 06/01/2022 | End Date: 06/30/2022

INCIDENT TYPE	INCIDENT STATUS	# INCIDENTS
Zone: 01 - City Of Charlotte		
113 - Cooking fire, confined to container	Reviewed	1
118 - Trash or rubbish fire, contained	Incomplete	1
136 - Self-propelled motor home or recreational vehicle	Reviewed	1
142 - Brush or brush-and-grass mixture fire	Reviewed	2
143 - Grass fire	Reviewed	1
151 - Outside rubbish, trash or waste fire	Reviewed	1
151 - Outside rubbish, trash or waste fire	Incomplete	1
311 - Medical assist, assist EMS crew	Reviewed	18
311 - Medical assist, assist EMS crew	Completed	2
321 - EMS call, excluding vehicle accident with injury	Reviewed	1
322 - Motor vehicle accident with injuries	Completed	1
324 - Motor vehicle accident with no injuries.	Completed	1
352 - Extrication of victim(s) from vehicle	Reviewed	1
411 - Gasoline or other flammable liquid spill	Reviewed	2
424 - Carbon monoxide incident	Completed	1
444 - Power line down	Reviewed	3
500 - Service Call, other	Reviewed	1
551 - Assist police or other governmental agency	Reviewed	1
561 - Unauthorized burning	Reviewed	2
600 - Good intent call, other	Completed	1
611 - Dispatched & cancelled en route	Reviewed	1
622 - No incident found on arrival at dispatch address	Reviewed	3
631 - Authorized controlled burning	Reviewed	3
650 - Steam, other gas mistaken for smoke, other	Reviewed	1
651 - Smoke scare, odor of smoke	Reviewed	1
700 - False alarm or false call, other	Reviewed	1
733 - Smoke detector activation due to malfunction	Reviewed	1
735 - Alarm system sounded due to malfunction	Reviewed	11
735 - Alarm system sounded due to malfunction	Completed	3
735 - Alarm system sounded due to malfunction	Incomplete	2
744 - Detector activation, no fire - unintentional	Reviewed	1
745 - Alarm system activation, no fire - unintentional	Reviewed	3
745 - Alarm system activation, no fire - unintentional	Completed	1
812 - Flood assessment	Reviewed	1
Zone: 02 - Eaton Township		
131 - Passenger vehicle fire	Completed	1

This report gives a count of each incident type for the Incident Status or Statuses selected.



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INCIDENT TYPE	INCIDENT STATUS	# INCIDENTS
142 - Brush or brush-and-grass mixture fire	Reviewed	1
311 - Medical assist, assist EMS crew	Reviewed	2
311 - Medical assist, assist EMS crew	Completed	1
322 - Motor vehicle accident with injuries	Reviewed	2
611 - Dispatched & cancelled en route	Reviewed	2
622 - No incident found on arrival at dispatch address	Reviewed	1
622 - No incident found on arrival at dispatch address	Completed	1
652 - Steam, vapor, fog or dust thought to be smoke	Reviewed	1
745 - Alarm system activation, no fire - unintentional	Reviewed	1

Zone: 03 - Brookfield Township

131 - Passenger vehicle fire	Reviewed	1
311 - Medical assist, assist EMS crew	Reviewed	1
611 - Dispatched & cancelled en route	Reviewed	1

Zone: 04 - Walton Township

322 - Motor vehicle accident with injuries	Reviewed	1
322 - Motor vehicle accident with injuries	Completed	1
444 - Power line down	Reviewed	1
743 - Smoke detector activation, no fire - unintentional	Reviewed	1

Zone: 05 - Carmel Township

111 - Building fire	Incomplete	1
311 - Medical assist, assist EMS crew	Reviewed	1
322 - Motor vehicle accident with injuries	Reviewed	1
322 - Motor vehicle accident with injuries	Completed	1
350 - Extrication, rescue, other	Reviewed	1
412 - Gas leak (natural gas or LPG)	Completed	1
444 - Power line down	Reviewed	1
600 - Good intent call, other	Reviewed	1
650 - Steam, other gas mistaken for smoke, other	Reviewed	1
735 - Alarm system sounded due to malfunction	Completed	1

Zone: 06 - Chester Township

311 - Medical assist, assist EMS crew	Reviewed	2
322 - Motor vehicle accident with injuries	Reviewed	2

Zone: 07 - Mutual Aid

111 - Building fire	Reviewed	2
132 - Road freight or transport vehicle fire	Reviewed	1
311 - Medical assist, assist EMS crew	Reviewed	4
311 - Medical assist, assist EMS crew	Incomplete	1
611 - Dispatched & cancelled en route	Reviewed	1
611 - Dispatched & cancelled en route	Incomplete	1

This report gives a count of each incident type for the Incident Status or Statuses selected.



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INCIDENT TYPE	INCIDENT STATUS	# INCIDENTS
Zone: 08 - Void Calls		
311 - Medical assist, assist EMS crew	Completed	1
900 - Special type of incident, other	Reviewed	5
900 - Special type of incident, other	Incomplete	1

This report gives a count of each incident type for the Incident Status or Statuses selected.



AGREEMENT

BETWEEN

CITY OF CHARLOTTE, MICHIGAN

&

**CHARLOTTE FIRE FIGHTERS,
IAFF LOCAL 5290**

Effective Date: July 1, 2022

Expiration Date: June 30, 2024

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AGREEMENT

This Agreement is entered into between the City of Charlotte, Michigan, hereinafter referred to as the "City", and the Charlotte Fire Fighters, IAFF Local 5290, hereinafter referred to as the "Union". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties concerning rates of pay, wages and conditions of employment. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

ARTICLE 1

RECOGNITION

EMPLOYEES COVERED:

Pursuant to and in accordance with all applicable provisions of Act Number 336 of the Public Acts of the State of Michigan of 1974, as amended, the City does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment of all regular full-time employees of the Fire Department of the City of Charlotte whose positions are classified as "All current and future full-time positions in the Charlotte Fire Department, including Deputy Chief, Assistant Chief, Captains, Lieutenants and Fire Fighters. Excluding: Fire Chief, part-time, part-paid and volunteer Fire Fighters, Clerical and other city employees".

Regular, full-time employees of the Charlotte Fire Department shall continue to perform, and no person other than a regular, full-time employee of the Charlotte Fire Department, shall cover regularly scheduled shifts normally and customarily covered by full-time employees of the Charlotte Fire Department.

ARTICLE 2

MANAGEMENT RIGHTS

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution of the United States of America, the Constitution of the State of Michigan, the Law of the State of Michigan, the City Charter and the Charlotte City Code. This reservation shall, however, be limited and waived by the City to the extent so provided in the Agreement and subject, but not limited to, the following:

To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered; the control of materials, tools, and equipment to be used; and the discontinuance of any services, materials, or methods of operation.

To introduce new equipment, methods, machinery, or processes; change or eliminate existing equipment and institute technological changes; decide on materials, or methods of operation.

THE CITY RESERVES THE RIGHT to hire, assign and lay off employees in accordance with the terms of the Agreement; however, all reductions in the work week or workday or any reduction involving a combination of the length of the workday and work week are the objects of collective bargaining.

THE CITY RESERVES THE RIGHT to establish, change, combine or discontinue job classifications, and prescribe and assign job duties, content and classification; however, the effect on the bargaining unit of any establishment, change, combination or discontinuance of job classification(s), and the establishment of wage rates for any new or changed classification(s) shall be the object(s) of collective bargaining.

To determine lunch, rest periods, clean-up times, starting and quitting times.

To establish reasonable work schedules.

To discipline and discharge employees with seniority for just cause. Whenever possible discipline shall be to rehabilitate and correct an offender.

To adopt, revise and enforce working rules, and carry out cost and general improvement programs. However, no rule or regulation shall be adopted hereinafter without notice to the Union prior to implementation.

To transfer, promote and demote employees from one classification, department or shift to another; subject to the provisions contained in this Agreement.

To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work consistent with the provisions contained in this Agreement.

ARTICLE 3

PUBLIC SECURITY

The Union recognizes that strikes or work stoppages are illegal and contrary to public policy in Michigan and that strikes or work stoppages are detrimental to the public safety and welfare. The Union, therefore, agrees that there shall be no interruption of the services performed by employees covered by this Agreement for any cause whatsoever; nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment. The occurrence of any such acts or action delineated in this section by the Union shall be deemed a violation of this Agreement. Any bargaining unit employee who commits any of the acts enumerated above shall be subject to discharge or other disciplinary action as may be determined by the City.

ARTICLE 4

NON-DISCRIMINATION AND RIGHTS OF THE UNION

The City will not discriminate against any Employee because of membership in the Union.

The Union is allowed to hold their monthly meeting in the Community Room at the West Side Station.

Officers of the Union may be afforded reasonable time during regular working hours to fulfill their Union responsibilities. During such periods of time, the fire fighters shall be considered on duty, and the City is not obligated to furnish a replacement.

The Employer will maintain suitable bulletin board space in each fire station which may be used by the Union for information concerning union activities.

ARTICLE 5

UNION BARGAINING COMMITTEE

The bargaining committee of the Union will include not more than two (2) Employees of the Charlotte Fire Department and may include not more two (2) non-employee representatives. The Union will furnish the City Manager with a written list of the Union's bargaining committee prior to the first bargaining meeting and substitution changes thereto, if necessary.

Union Members involved in bargaining who are scheduled for duty at the time that a bargaining session has been agreed upon by the negotiating parties will be released from duty without loss of pay during the bargaining period and for a period of up to but not exceeding thirty (30) minutes before the bargaining session begins and after the bargaining session ends. No employee will be given additional compensation or compensatory time for time spent in bargaining sessions.

ARTICLE 6

PROBATIONARY PERIOD

When a new Fire Fighter is hired in the bargaining unit, he shall be considered as a probationary Fire Fighter for the first twelve (12) months of his continuous, regular, full-time employment. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages and hours of employment. No matter concerning the layoff, discipline or termination of a probationary Fire Fighter shall be subject to the grievance procedure.

ARTICLE 7

SENIORITY

Definition. Seniority shall mean the status attained by continuous length of regular full-time employment from the employee's most recent full-time date of hire in the Charlotte Fire Department.

Seniority Lists. Management shall maintain a roster of Fire Fighters arranged according to seniority showing name, position and date of hire, and once each year, upon request of the Union, will furnish a copy of the list to the Union.

ARTICLE 8

LOSS OF SENIORITY

A Fire Fighter shall lose his status as a Fire Fighter and his seniority if:

- A. He/she resigns or quits.
- B. He/she is discharged for just cause.
- C. He/she retires.
- D. He/she has been on layoff for a period of time equal to his/her department seniority at the time of his/her layoff or two (2) years, whichever is lesser.
- E. He/she is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation or disciplinary layoff, for three (3) consecutive shifts without notifying the City, except when the failure to notify the City is due to circumstances beyond the control of the member.
- F. He/she is convicted of a felony.
- G. Settlement with the employee has been made for total disability or the employee receives Social Security benefits because the employee has been deemed disabled.

Use. Seniority will be used in determining vacation, order of lay-off and order of recall. Whenever it is necessary to effect changes between Fire Fighters involving special assignment preference in these matters shall be given to the best qualified Fire Fighter with the most seniority.

Seniority in Rank. For purposes of the command structure, Seniority in Rank shall prevail.

ARTICLE 9

LAY-OFF AND RECALL

Definition. Lay-off shall be defined as the separation of bargaining unit employee(s) from the active work force due to a lack of work, a lack of funds or other legitimate reasons as determined by the City.

Order of Lay-off. If and when it becomes necessary to reduce the number of bargaining unit employee(s) in the work force, probationary employees within the affected classification will be laid off first, then bargaining unit employees will be laid off in inverse seniority order within classification and they will be recalled by classification in the order of seniority.

Demotion in Lieu of Lay-Off. A bargaining unit employee subject to lay-off who so requests may in lieu of lay-off, be demoted by seniority to a lower position in the Fire Department, provided he/she is qualified for the position to which he/she seeks demotion.

Notice of Lay-off. The City shall give written notice to the Fire Fighter (s) of any proposed lay-off. Such notice shall be submitted at least two (2) calendar weeks before the effective date thereof. Such notice shall give the name(s) of Fire Fighter (s) and classification(s).

If notice of lay-off is given, the City and the Union agree to meet within a reasonable period of time to discuss any possible alternatives to such lay-off.

ARTICLE 10

RECALL FROM LAYOFF

A Fire Fighter to be recalled from lay-off shall be given a maximum of fourteen (14) calendar days to respond after notice has been sent by certified mail to their last known address.

A Fire Fighter who declines recall or who, in absence of extenuating circumstances satisfactory to the Fire Chief, fails to respond as directed within the time allowed shall be presumed to have resigned and their name(s) will be removed from the seniority list.

Restoration to Positions from which Demoted.

Fire Fighters to be restored to positions from which they had been demoted in lieu of lay-off shall be given three (3) calendar days in which to accept.

ARTICLE 11

PROMOTIONS

When filling a vacant bargaining unit position above that of full-time firefighter, or if the City creates a new bargaining unit job classification above that of full-time firefighter, the City will first look to fill the vacant position from within the bargaining unit. The City will determine when and if a vacant position is filled.

The position opening will be posted on each station's Union bulletin board for a period of not less than fifteen (15) consecutive calendar days. During the fifteen (15) day posting period any bargaining unit member meeting the eligibility requirements (which will be included on the posting) may submit to the Chief a written request to be considered for the open position. Any bargaining unit member on authorized leave for the entire fifteen (15) day posting period will be notified by Department as to the job posting.

Qualifications for potential promotion will be based on the position's job description, and other criteria as established by the City and included in the job posting.

The promotion process may include both written examination and oral examination.

The Chief will determine if any of the internal candidates are qualified, if so, will select the most qualified of the internal candidates. If two (2) qualified internal candidates are equally qualified, the position will be awarded to the more senior of the two (2) internal candidates. Unsuccessful candidates will be so notified.

If the internal candidates are deemed "not qualified" the City may post the position opening externally.

ARTICLE 12

PAY FOR ACTING RANK

Whenever an employee covered by this agreement performs a duty of any rank higher than his/her present rank under order of the Fire Chief and/or for the convenience of the Employer, said employee shall be compensated in the amount for that particular position upon an hourly basis at the rate set forth in Appendix A. The Fire Chief shall appoint the next highest ranking on duty full-time employee, based on time in rank and with the appropriate qualifications for the position, to perform the duties eg: when a lieutenant fills in for a Captain that is on sick leave, vacation, kelly or other leave day.

ARTICLE 13

WORKING HOURS AND CONDITIONS

Duty Day and Hours

Fire Fighters covered work two hundred and sixteen (216) hours as scheduled during a twenty-eight (28) day work period. 24 hour shifts (8:00 a.m.-8:00 a.m.) day on, day off, day on, day off, day on, 4 days off.

Fire Fighters covered hereby shall receive an hourly wage for their work as defined in Appendix "A" hereof.

Overtime at one and one-half (1.5) times the regular rate shall be paid after one hundred six (106) hours in a fourteen (14) day work period or after the regular hours scheduled in a duty day. For the purposes of this section paid vacation personal, sick and funeral leave shall be considered as hours having been worked.

ARTICLE 14

KELLY DAYS

Fire Department employees get 24 hours off in every 12-week period for a "Kelly Day".

ARTICLE 15

CALLBACK TIME

When called back to work for an emergency during times the employee is not scheduled to work, except during prearranged paid time off, employees shall receive a minimum of two (2) hours at one and one-half (1.5) times his/her regular hourly rate of pay or paid the for the actual number of hours worked at one and one-half (1.5) times his regular hourly rate of pay regardless of prior days off on scheduled work days.

An employee off on an approved paid leave: vacation, personal leave, earned time off/comp time, funeral leave, who reports for an emergency shall have the time they report for such emergency be considered as part of their regular work day. This will, for the equivalent hours, cancel the approved time off and the time worked during the regular shift hours shall be paid at time and one-half (1.5) of the employee's straight time pay.

If a bargaining unit member's position is being filled due to sick, vacation, Kelly day or other form of leave, the right of first refusal will go to bargaining unit members using an Equalization of Overtime list. If no full-time employee wants to work, then the position may be filled by a part time employee.

ARTICLE 16

PAYDAY

Employees shall be paid on a bi-weekly basis via direct deposit to the employee's account with a financial institution capable of receiving electronic funds transfers.

ARTICLE 17

COURT LEAVE

When testifying on a work related case in a court of law or a work-related hearing, while off duty, authorized by the Chief or his designee, a Fire Fighter shall receive a minimum of two (2) hours at one and one-half (1.5) times his/her regular hourly rate of pay or paid the actual number of hours worked at one and one-half (1.5) times his regular hourly rate of pay for time spent in such activities, whichever is greater. Fees paid by the court will be returned to the City. Proper documentation must be presented before payment is made. Payment will be made through the normal payroll function.

ARTICLE 18

CIVIC DUTY/JURY DUTY LEAVE

Employees required to appear for jury qualification or jury service and have been notified of such subsequent to their hire date shall be granted leave with regular pay for those hours they would have been scheduled to work, however any money earned as a juror, except the money received for mileage and meals, shall be turned over to the City. To qualify for jury duty pay, an employee must give immediate notice to his/her supervisor when notified of his/her selection by showing his/her Notice of Jury Duty, and must report for work immediately upon release from jury service each day.

ARTICLE 19

EARNED TIME OFF/COMP TIME

Employees may exchange overtime hours worked for earned time off (ETO) at the rate of time and one-half (1-1/2) under the following conditions:

The maximum amount of ETO hours that can be banked is 108 hours.

Any usage of ETO will be charged and deducted from the ETO bank. Notification of ETO used will be forwarded to Finance Director.

The ETO option will be made during the pay period that it is earned. ETO shall be banked to the nearest one-half (1/2) hour or paid in full.

ETO shall be used in increments of 1 hour.

An employee may utilize ETO only with the approval of the Fire Chief or person so designated.

Employees will be granted ETO in accordance with a first come, first serve basis, provided shift coverage is maintained.

Accumulated ETO in any amount shall be paid to the employees upon request. Payment will be issued as soon as practical. Payment will be made at the wage rate ETO was earned.

ARTICLE 20

LIFE INSURANCE

After completion of six (6) months of full-time continuous service, the City will provide to an employee covered hereby a group life insurance policy with accidental death provisions at City expense in the amount of Twenty-Five Thousand dollars (\$25,000). Accidental death or dismemberment or death in the line of duty will result in double indemnity coverage.

ARTICLE 21

WORKERS COMPENSATION

In accordance with State law, workers' compensation benefits are available to eligible employees who are injured during the course of their employment. No employee shall receive duplicate payments from sick leave and worker's compensation.

If an employee is off work for more than fourteen (14) days, worker's compensation benefits are paid for the original seven (7) days. In this case, it is the employee's responsibility to submit to the payroll department, a copy of their worker's compensation benefits payment, and the detailed explanation of benefits. Upon receipt, the amount will be deducted from their next payroll check, and corresponding sick leave will be reinstated to their accrued hours.

Any work-related injury or illness, no matter how minor, must be reported to the employee's supervisor immediately. If medical assistance is required, the Fire Chief or designee will send him or her to an approved medical facility. Worker's Compensation regulations require that within 24 hours of an illness and/or injury a report and a claim form must be completed and submitted.

ARTICLE 22

LIGHT DUTY

If an employee is determined by a medical professional to be able to perform light duty, the availability of light duty will be determined by the Fire Chief. The employee will provide a medical slip indicating the provisions of light duty restrictions in 14 day increments.

ARTICLE 23

SICK LEAVE AND DISABILITY

Sick leave shall not be considered a privilege, which an employee may use at his discretion, but shall be used in the case of necessity. To be paid available sick leave, the employee shall notify the Fire Chief or his/her designee prior to the time set for reporting to work.

All full-time employees shall be eligible to accumulate sick leave from the first month of service.

When an absence is for more than three (3) consecutive duty days, the employee may be required to file a physician's certificate. A Payroll Change and Request form for sick leave shall be filled out immediately and signed by the employee (when possible) and the department head, and turned into Payroll before payment for an absence will be made.

An employee injured during any gainful employment other than with the City shall not be eligible for sick or disability benefits from the City.

ARTICLE 24

EMPLOYEE-EARNED SICK LEAVE

All eligible full time employees shall be entitled to sick leave credit of eleven (11) hours for each completed month of service, except that no leave credit can be earned during a leave of absence without pay. New hires will be credited with twenty-four (24) hours of sick leave.

The amount of leave time charged to an employee during any absence shall be equal to the number of regularly scheduled hours the employee would have worked during such absence. Leave credit will not be allowed in advance of being earned.

An employee may accumulate earned sick leave in an amount not to exceed six hundred forty-eight (648) hours; provided, however, an employee hired prior to July 1, 2010 may retain sick leave accumulated as of June 30, 2010 up to one thousand eighty hours (1080) hours which amount shall be that employee's maximum allowed accumulation. An employee's maximum allowed accumulation shall be reduced by the number of hours of

sick leave used in each year (July 1 to June 30) in excess of the amount earned in said year, if any, but in no case will an employee's maximum allowed accumulation be less than six hundred forty-eight (648) hours. If an employee's actual accumulation is less than six hundred forty-eight (648) hours, earned sick leave shall be accumulated up to six hundred forty-eight (648) hours.

Payment of Unused Employee-earned Sick Leave: Payment of unused employee-earned sick leave, not to exceed the maximum allowed accumulation, shall be made to the employee upon retirement with the Municipal Employees Retirement System or to his/her beneficiary upon death. The amount of this will be verified by the City Clerk's office on retirement.

Payment of one-half (1/2) of the unused employee-earned Sick Leave/Disability Leave accumulation will be paid to the employee upon leaving employment after ten (10) full years of employment with the City.

Those employees whose sick leave accumulation reaches the maximum allowed accumulation authorized herein shall be paid annually at the rate of one-half (1/2) of the employee's regular hourly rate of pay for each hour of sick leave earned and unused in excess of the maximum accumulation as of June 30 in each year. Payment shall be made by July 31 of each year based on the regular hourly rate of pay in effect on June 30.

ARTICLE 25

FAMILY AND MEDICAL LEAVE

An eligible employee shall be granted leave pursuant to the Family and Medical Leave Act (FMLA) for the purposes and under the terms and conditions as provided by law. For purposes of FMLA leave, the term "12-month period" shall be defined to mean a rolling 12-month period measured backward from the date an employee uses the FMLA leave. An employee shall first utilize any accrued paid leave: e.g. vacation leave, sick leave, or personal leave, prior to taking unpaid FMLA leave.

ARTICLE 26

CITY PAID DISABILITY LEAVE

City paid disability leave will be provided in conjunction with employee-earned sick leave for long-term critical illness or non-job related injury for up to twenty-six (26) weeks.

City paid disability leave will be approved after the proper City forms provided by the City Clerk's office are filled out and filed with the City Clerk. This form will include a physician's certificate to be completed by the attending physician and a portion for the employee to fill out. This written notice of claim must be presented to the City Clerk's office within

fifteen (15) days of the occurrence of the injury or illness for the employee to be eligible for disability benefits.

City paid disability leave will be provided for employees starting thirty (30) days from the date of employment. Employees must be absent from work longer than five duty days before becoming eligible for disability benefits. City paid disability leave payments will commence on the fifteenth (15th) calendar day.

Disability benefits will not be paid for any claim covered by workers' compensation or for an injury that resulted from other gainful employment, suicide attempts, or for injury resulting from acts of war.

Successive periods of disability will be considered one period of disability unless subsequent periods of disability result from causes entirely unrelated to the cause of the previous disability or commence after the employee has returned to active full-time work for the City for at least two (2) consecutive weeks.

Schedule of Payment for Disability Leave

EMPLOYEE LEAVE CITY PAID

Week	Sick Leave	City Disability Hours	Total
1	54	0	54
2	54	0	54
3	43	11	54
4	43	11	54
5	32	22	54
6	32	22	54
7	22	32	54
8	22	32	54
9	11	43	54
10	11	43	54
11-26	0	54	54

ARTICLE 27

EMPLOYEE RESPONSIBILITY

To be eligible for Sick Leave pay the employee must be available by telephone, during those times the employee requests pay for Sick Leave absence, at the employee's residence, physician's office or hospital. An answering device is not an acceptable substitute. An employee who is not so available shall be ineligible for any Sick Leave payment. This provision will not apply to medically verified illness and/or disability.

Employment may terminate for any employee who is off work continuously for six months, whether covered by sick leave, disability leave or workers compensation, or a combination of any leave, including Family Medical Leave. An extension of this six-month period may be granted upon written request to the City Manager.

ARTICLE 28

LONG TERM DISABILITY INSURANCE

The City will provide long term disability insurance with a monthly benefit equal to 66 2/3% of the employee's regular wages up to a maximum monthly benefit of \$5000 for disabilities the duration of which exceeds the maximum benefit under the City Paid Disability section. Benefits paid under the Long term disability insurance shall commence following the twenty-six (26) weeks of disability leave under the City Paid Disability-section.

ARTICLE 29

PERSONAL LEAVE

Full-time regular employees with one (1) year seniority are allowed up to two (2) days a year with pay for personal leave. It is intended that this leave is to be used for personal business purposes which cannot be conducted during non-work hours and is not to be used to extend vacations, holidays, entertainment etc. without permission from the Fire Chief or his/her designee. Personal leave time must be approved by the Fire Chief.

Personal leave days not used by July 1 of each year may be added to the employee's accumulated sick leave. If the employee has reached the maximum allowed accumulation of sick leave, the employee may cash those days that exceed these amounts at one-half pay. This payment will be made on or before August 1.

ARTICLE 30

FUNERAL LEAVE

A maximum of two (2) days funeral leave time with pay may be utilized, if necessary, on the death of a full time employee's immediate family member, upon notice to the Fire Chief and/or City Clerk's office. Immediate family shall be interpreted as including: spouse, child, father, mother, sister, sister-in-law, brother, brother-in-law, father-in-law, mother-in-law, grandparents, grandchildren and step relations of the employee's immediate family.

A maximum of one (1) days of sick leave time may be utilized if necessary for attendance at non-immediate family funerals with permission of the Fire Chief or his/her designee.

Extended funeral leave in extenuating circumstances may be authorized by the City Manager. An employee may utilize personal leave or take leave without pay if authorized.

ARTICLE 31

VACATION

Each full time employee will receive earned vacation credit each year on his/her anniversary date of hire. Vacation pay will be calculated using the employee's regular base pay.

The amount of vacation leave charged to an employee during his or her leave shall be equal to the number of regularly scheduled hours he would otherwise have worked during his/her absence on such leave.

Vacation leave shall be used during the twelve-month period following its having been credited to the employee; provided, however, employees may be permitted to "carry over" no more than fifty-four (54) hours vacation leave to be used in the six months following their anniversary date. Employees may be paid after their anniversary date of hire for up to fifty-four (54) hours vacation leave that is not used or carried over.

Procedure

The time at which an employee shall take his/her vacation shall be determined by the Fire Chief and/or Human Resources Department. Requests for vacation leave shall be governed by seniority if more than one request is submitted for the same period. Sufficient advance notice of not less than two (2) weeks shall be given to the Fire Chief or his/her designee to allow for vacation scheduling and to arrange work schedules accordingly.

Eligibility

All full-time employees shall accumulate and receive vacation leave benefits within the limits prescribed herein. Vacation leave shall be based on length of continuous service. No vacation leave shall be earned by an employee during a leave of absence without pay.

Vacation Crediting –

Employee hired before July 1, 2010

Length of Service	Vacation Allowance
12 to 36 months	One hundred eight (108) hours
37 to 120 months	One hundred sixty-two (162) hours
121 to 180 months	Two hundred sixteen (216) hours
181 months and over	Two hundred seventy (270) hours

Employee hired after July 1, 2010

Length of Service

12 to 36 months
37 to 120 months
121 months and over

Vacation Allowance

One hundred eight (108) hours
One hundred sixty-two (162) hours
Two hundred sixteen (216) hours

ARTICLE 32

HOLIDAY PAY

Employees whose scheduled duty day commences on a holiday will be paid two (2) times their regular rate of pay for all hours actually worked on that duty day. All other employees shall be paid for 12 hours at their regular rate of pay for the holiday.

If an employee does not work the day prior to or immediately following a holiday, he/she shall not be compensated for such holiday unless the absence on such day was scheduled or excused eg: vacation, sick or other approved paid leave. If the holiday occurs during an employee's vacation, that day will be paid as holiday pay, and the employee will not be charged for a vacation day.

The following are designated as holidays:

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1
Martin Luther King, Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Eve Day	December 24
Christmas Day	December 25
New Year's Eve	December 31

ARTICLE 33

LONGEVITY PAY

All regular full-time employees actively employed by the City who have completed five (5) full years of full-time employment with the City as of November 15 of any year shall be entitled to a longevity bonus for prescribed length of service with the City as indicated in the following rules and schedule of payment.

Longevity pay shall be computed on a percentage of the employee's regular annual base salary or wage, excluding overtime pay or premium pay. The percentage computation shall be made on that basic salary which an employee is being paid on the first regularly scheduled pay period of the fiscal year in which longevity pay is due. The maximum amount of longevity pay paid to an employee shall not exceed \$1,500 annually.

Longevity pay shall be based on full-time, continuous service. Following completion of five (5) years of such service by November 15th of any year and continuing in subsequent years of service, each employee shall receive annual longevity payments as provided in the schedule below. Employees whose service with the City voluntarily terminates for any reason, including retirement, between November 15 dates, shall be eligible for a calendar months' pro-rated payment of their longevity pay, payable upon separation.

Payments to employees who become eligible by November 15 of any year shall be due the subsequent December 1.

Longevity Payment Schedule:

<u>Continuous Service</u>	<u>Annual Payment</u>
5 years or more and less than 10 years	2.00% of annual wage
10 years or more and less than 15 years	3.00% of annual wage
15 years or more and less than 20 years	4.00% of annual wage
20 years and over	5.00% of annual wage

ARTICLE 34

PAYMENT OF UNUSED ACCUMULATED BENEFITS

If an employee leaves the service of the City before completing one (1) year of work, he/she will receive no vacation pay. After completion of one (1) year of employment, an employee leaving the City for any reason shall be paid for unused vacation.

Payment of unused employee-earned sick leave, not to exceed the maximum accumulation authorized herein, shall be made to the employee or his/her beneficiary on death or normal retirement under the Municipal Employees Retirement System. Payment of half of the employee's unused sick leave accumulation will be paid to an employee upon his/her voluntary resignation after ten (10) full years of employment with the City.

ARTICLE 35

PROFESSIONAL LICENSE/CERTIFICATIONS

The City shall pay for all EMS, Fire/Building Inspector and Department related certifications/ re-certifications, Continuing Education and license renewals.

ARTICLE 36

EDUCATION/TUITION BENEFITS

Each regular full-time employee shall be eligible for reimbursement of 100% of tuition costs of a pre-approved program towards a certificate or a degree. Programs must be job specific and approval must be authorized by the Fire Chief or City Manager.

All course fees, to include manuals, books, enrollment, etc., shall initially be purchased by the individual requesting the course. Upon successful completion of the course, employees shall submit a request for reimbursement for up to 100%, with a maximum of \$1000 per fiscal year, of the cost for tuition, only.

ARTICLE 37

FOOD ALLOWANCE

Upon presentation of paid receipts employees covered by this agreement will be reimbursed up to fifty-five dollars (\$55.00) per month of service for food allowance. The food allowance is for reimbursement for funds expended by employees at the convenience of the Employer. Reimbursements shall be made the second pay period of the following months: October, January, April, and July, for costs incurred in the prior quarter. Should an employee's employment terminate prior to the outlined reimbursement dates, they shall be reimbursed at the time of separation for expenses incurred to date.

ARTICLE 38

UNIFORMS AND EQUIPMENT

The City shall provide the initial issue of uniforms and equipment for all Fire Fighters covered by this Agreement. A two hundred dollar (\$200.00) shoe/boot allowance shall be made on new uniform shoes/boots as needed as approved by the Chief or his designee. Uniforms and equipment for Fire Fighters shall be furnished as follows:

Each fire fighter shall be provided at the City's expense, with the following items of dress clothing and turnout gear:

Uniforms

5 Short Sleeve Shirts

5 Long sleeve Shirts

5 Pairs of pants

2 long sleeve polos

2 Short sleeve polos

4 t-shirts

1 leather belt

1 belt buckle

1 name plate with serving since attachment

1 dress hat

1 dress hat badge

2 uniform badges

1 necktie

1 set of bugle pins

1 winter coat

1 spring/fall pull over

1 set of rank bars

1 dress coat

1 set of duty boots per year. If boots are damaged or worn out, they will be replaced.

Firefighting Equipment

2 sets of Turnout/Bunker gear

Red gear for Lieutenants/Captains

White Gear for Assistant Chief/Deputy Chief

2 nomex hoods

1 helmet (same color guidance as gear)

2 pairs of structure firefighting gloves

2 pairs of structure firefighting boots

These articles of turnout gear shall be selected and purchased by the City and meet the following minimum turnout gear standards:

Boots: To meet standards as set by Rule 7434, Part 74 of the Michigan Occupational Safety Standards.

Turnout Coat: Meet NFPA's standard No. 1971 for "Protective clothing for structural firefighting". Minimum requirements for protection from moisture, flames, radiant heat, contact with caustic or toxic materials, or other harmful exposures.

Helmets: To meet U.S. Department of Commerce "Model performance criteria for structural fire fighters helmets."

Gloves: Must be heat insulating and not readily flammable. Firefighting gloves shall have at least one (1) layer non-permeable material that is not readily flammable or shrinkable.

Turnout Pants: Meet same requirements as turnout coat.

The City shall furnish all replacement uniforms and turnout articles on an as need basis after inventory and inspection of uniforms and turnout gear. All turnout gear shall remain the property of the City. All equipment and uniforms issued by the City shall be the property of the City.

The standard duty uniform shall be a job shirt, t-shirt, pull over, polo or blue dress shirt. T-shirts are not permitted when going to meetings or public relations events. All employees covered by this agreement shall coordinate between long sleeve and short sleeve uniforms when attending public relations events or meeting. Except for travel to and from work, department issued uniform items shall not be worn off duty.

The City shall be responsible for the dry cleaning of all uniforms. The City shall be responsible for the cleaning of uniforms and gear when contaminated with blood borne pathogens, other possible biohazards, or other hazardous materials.

ARTICLE 39

RETIREMENT AND DEFERRED COMPENSATION

EMPLOYEES HIRED PRIOR TO APRIL 1, 2013

Each regular full-time Fire Dept. shift employee hired prior to April 1, 2013 shall become a member of the Michigan Municipal Employees Retirement System B-4 Plan program with the F-55 rider (Employee to contribute 4.36%). Fire Department employees are not covered under FICA (social security). The City will contribute matching funds up to \$2500

for employees who wish to invest in the ICMA 457 Retirement Plan in lieu of Social Security contributions. After the \$2,500 match has been met, the employees will receive an additional contribution of \$1,000 a calendar year.

An employee must have ten (10) years of service to be vested in the retirement plan. The definition of retirement is when an employee draws retirement benefits under the City's retirement plan with M.E.R.S. An employee leaving employment with the City shall not be considered a retired employee under any circumstances other than as stated in the above definition.

EMPLOYEES HIRED ON OR AFTER TO APRIL 1, 2013

Employees hired on or after April 1, 2013 shall be in a single group plan covering bargaining unit personnel. The plan will be the MERS Hybrid Plan with a 1.75% multiplier for the Defined Benefit portion of the plan together with F-55/25 waiver, FAC 3, 6-year vest provision. The Employer will pay the full cost of the Defined Benefit portion of said plan in accordance with actuarial requirements. The Defined Contribution portion of this Hybrid Plan shall be funded by the Employer in an amount equal to (the sum remaining when the cost to the Employer for the Defined Benefit portion is deducted from 16.2%). The Employer's maximum total contribution to the Defined Benefit and Defined Contribution portions of said plan shall not exceed 16.2% annually.

The MERS Alternative Transfer Rule will be adopted to facilitate employees hired prior to July 1, 2012.

ARTICLE 40

HOSPITALIZATION-MEDICAL COVERAGE

Coverage Provided. The City will contribute no more of the annual costs or illustrative rate and payments for reimbursement of co-pays, deductibles, or payments into health savings account, flexible spending accounts or similar accounts used for health care costs for single-person, two-person or full-family coverage for the Blue Care Network/HRA plan which includes a five thousand dollar (\$5,000.00) deductible paid by the Employer, or an equivalent plan that does not exceed the hard cap limitations contained in PA 152. Any substitute plan will contain provisions consistent with the plan described above and in conformity with State and Federal law. All costs in excess of the Employer's contribution shall be paid by the employee by periodic payroll deduction. This coverage will not be provided at City expense in the case of an employee who is on a leave of absence without pay for more than thirty (30) days.

Prescription Drug Coverage Benefit. Prescription Drug Coverage shall require an employee co-payment of \$10 generic/\$40 brand name.

ARTICLE 41

DENTAL CARE

The City will pay 100% of the cost of Delta Dental Plan or its equivalent.

ARTICLE 42

VISION CARE

The City will pay 100% of the cost of the VSP vision plan or its equivalent for single, two-person, or family coverage, but not for family continuation coverage. The City will pay 100% of the cost of a rider to the VSP vision plan or its equivalent to provide coverage for the purchase of prescription safety glasses for those employees required to utilize prescription safety glasses in the performance of their duties.

ARTICLE 43

HEALTH CARE SAVINGS PLAN

The City shall make available a Health Care Savings Plan with Municipal Employees' Retirement System (MERS) and with an MERS Health Care Savings account to save for health care related expenses. An employee may participate in the MERS Health Care Saving Plan as the participation agreement stipulates. The following participation agreement and guidelines of this plan shall be as follows:

Administration of Plan. The City agrees to act as Plan Administrator and maintain proper accounting and handling of employee/employer contributions in accordance with MERS, Internal Revenue Service (IRS) and provisions of this Agreement. The City shall provide the Union a copy of the MERS Health Care Savings Program agreement. All contributions shall be deposited at MERS each calendar month. The Plan Administrator shall not receive fees or profit for administration duties. All rights and benefits shall be afforded to employee participants as described by MERS plan guidelines.

Employee Participation. Employees must participate and shall make bi-weekly wage contributions in the course of employment. Once participating, an employee may not cease wage contributions. Existing non-participating employees and new hire employees shall participate.

Employee Contributions. Each group member shall designate a bi-weekly wage contribution amount and shall be subject to change with notice to the Plan Administrator. In addition, participating members may contribute lump sum payroll contributions when notice is given to the Plan administrator prior to a pay period ending date. In addition, participating members may elect to make post-tax contributions during and after employment. Their Plan Administrator shall not withhold any tax, FICA or Medicare from any contribution.

Employer Contributions. The City shall provide bi-weekly matching contributions for employees hired prior to July 1, 2012 to a maximum of:

One Thousand Dollars (\$1,000) annually.

Employer maximum contributions shall be calculated per Fiscal Year (July 1 through June 30). Employer contributions shall be made in equal bi-weekly increments that total the employer's maximum annual contribution amount.

Separation from Employment. Should a participating member voluntary leave employment that member may make fund contributions utilizing funds from accrued leave time banks. These funds shall be contributed in the same manner (withholding exempt) as other contributions and in whole or in part to other retirement investment accounts designated by the member. Participating members shall not be required to make Mandatory Leave Conversions. Proper notice shall be made to the Plan Administrator on or before the last day worked.

In the event of involuntary termination of employment any contribution shall be determined by mutual agreement between the employee and the City.

ARTICLE 44

HEALTH INSURANCE FOR RETIRED EMPLOYEES

The City shall make hospitalization, medical, and dental insurance available to retired employees at the retired employee's expense. Should a retired employee opt not to obtain any insurance through the City's group carrier within 30 days upon their retirement, they are not eligible to sign up at a later date. Should a retired employee who has opted in decide to cancel their insurance due to coverage through a spouse or family member, they will not have the option to return to the City's insurance at any date.

ARTICLE 45

GRIEVANCE PROCEDURE

For the purpose of this Agreement, a grievance is a claim by a fire fighter, a group of fire fighters, or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

For purposes of this article, "working days" shall be defined as week days, Monday through Friday (excluding holidays), between 0900 and 1700 hours.

No grievance shall be processed or recognized unless submitted in writing within seven (7) working days of the event prompting the grievance, provided, however, that any grievance involving pay may be filed within seven (7) working days of receipt of the paycheck which contains the claimed deviation in pay rate.

The grievance procedure shall consist of the following steps:

Step 1 - The grievant shall first present the grievance to his/her immediate supervisor, either personally or with a Union representative. If a fire fighter requests the assistance

of a Union representative, no steps shall be taken to process the grievance until a Union representative is present.

Step 2 - If the grievance is not resolved, the grievance shall be reduced to writing. The Union shall have the right to utilize its own grievance form, but the City may require the additional use of its own form, a copy of which will be supplied. The grievance shall be signed by the grievant and the Union representative and filed with the Fire Chief or his designee. The grievance shall set forth the facts, including dates and provisions of the Agreement that are alleged to have been violated and relief sought. The Fire Chief or his designee shall have ten (10) working days from date of receipt of the grievance to submit a decision to the Union representative.

Step 3 - If the Fire Chief or his designee does not satisfactorily adjust the grievance in Step 2, the Union shall have ten (10) working days from the date of receipt of the decision in which to appeal the grievance to the City Manager. The Union representative shall thereafter discuss the matter with the City Manager and the grievant. A final decision in writing shall be given by the City Manager within ten (10) working days of receipt of the grievance. The decision shall be delivered to the Union representative.

Step 4 - If the Union is not satisfied with the disposition of the grievance by the City Manager, it may submit the grievance to arbitration within ten (10) working days of receipt of the decision of the City Manager. Notice of a request for arbitration shall be made by the Union in writing to the City.

Upon receipt of a notice of request for arbitration, the parties shall attempt to mutually agree upon an arbitrator

If the parties are unable to mutually agree upon an arbitrator within ten (10) working days of receipt of the request for arbitration, the party requesting arbitration shall submit the matter to the Federal Mediation and Conciliation Service (FMCS) requesting a list of seven (7) Michigan arbitrators. Selection will be by alternate strikes with the Union exercising the first strike.

The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his/her judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure.

The arbitrator's fees and expenses, the filing fee, and the cost of any facilities used for the proceeding shall be borne equally by the parties. The fees of counsel, witnesses or other parties shall be borne by the party incurring the same.

The decision of the arbitrator shall be final and binding upon the City, the Union and the Grievant.

Grievance proceedings shall be without loss of pay to the grievant and/or the Union representative involved, and said proceedings shall be conducted at the earliest practicable time. Both parties agree, however, that the primary obligation of both parties is the public safety of the citizens of the City of Charlotte, and no proceedings shall be scheduled which would interfere with said duty.

Probationary employees may be discharged and/or disciplined by the City at any time prior to completion of the probationary period. Such discharge or discipline shall not be subject to the grievance provisions of this Article.

The time limitations set forth in this grievance procedure shall be strictly observed, but may be extended by written agreement of the parties. A grievance may be withdrawn, by mutual agreement, at any time. Any grievance not processed to the next step by the Union within the specified time shall be considered settled on the basis of the last decision by the City. Any grievance upon which a decision is not rendered within the applicable time limits by the responsible City representative shall be considered to be automatically advanced to the next level when the time for the City's answer has expired.

Notwithstanding the expiration of this Agreement, any grievance arising during the life of this Agreement may be processed through the procedure until resolution.

For purposes of this provision, the Union may appoint representatives, and the names may be filed with the City. As changes are made in designation, the Union shall supply the City with said changes. The City shall not be obliged to discuss a grievance with other than designated Union representatives.

No grievance may be filed under this Agreement wherein the claim is advanced indicating that the violations occurred in advance of the actual date of execution of this Agreement.

ARTICLE 46

DISCIPLINE

SECTION 1. Discipline is primarily the responsibility of the first line supervisor and is intended to be a positive or developmental rather than negative or punishing procedure. Progressive discipline does not apply in matters warranting suspension or discharge.

SECTION 2. Whenever disciplinary action is taken against an employee with seniority, the charges and specifications resulting in such discipline or discharge shall be reduced to writing and copies shall be furnished to the Union and to the employee against whom the charges are brought.

SECTION 3. Employees shall be permitted the presence of a Union representative if they so request at the time disciplinary action is initiated against the employee.

SECTION 4. In the event an employee is disciplined or discharged and he/she believes he/she has been unjustly disciplined or discharged, such shall constitute a case arising

under the grievance procedure, provided a written grievance with respect hereto is presented to the Chief or designee within seven (7) days after such disciplinary action is taken. An employee who receives disciplinary action such as discharge may file a written grievance within seven (7) days at Step 2 of the grievance procedure.

SECTION 5. The employee against whom the charges have been made may be represented at any hearing by a Union representative.

SECTION 6. In imposing discipline on a current charge, the Employer will not take into account or base the decision upon any prior discipline which:

- A. Occurred more than one (1) year before the current charge for verbal reprimands and counseling memos.
- B. Occurred more than two (2) years before the current charge for a written reprimand.
- C. Occurred more than three (3) years before the current charge if the employee was suspended with loss of time and/or pay or demoted.

SECTION 7. Probationary employees shall not be entitled to the benefits and procedures herein provided in cases of discipline.

ARTICLE 47

REIMBURSEMENT FOR PERSONAL PROPERTY

Employees may be compensated for loss or damage to certain personal property in the line of duty. Eyeglass, prescription sunglasses, and flashlights will automatically be reimbursed. Expenses over fifty dollars (\$50.00) will have to be approved/ denied by the Fire Chief.

ARTICLE 48

HUMANITARIAN CLAUSE

Should an employee become physically or mentally unable to do his job the Employer will make a reasonable effort to place the employee in a position within the City that he is physically or mentally able to do preferably within the fire department.

ARTICLE 49

FIRE FIGHTER SAFETY

The City will endeavor to provide a minimum of two (2) certified and qualified fire fighters to be on duty at all times. If the City exhausts all reasonable efforts to man the shift using

regular and part time employees and cannot secure enough personnel this will not constitute a violation of this provision.

On duty personnel will normally be relieved of station duty from 21:00 hours to 08:00 hours; however, personnel will still be required to respond to calls for service during said time.

ARTICLE 50

MISCELLANEOUS PROVISIONS

The City will furnish twin size mattress along with sheets, blanket, pillow and pillow case for each employee. Mattresses and bedding will be replaced as needed.

Fire department employees will clear parking lot and sidewalks of snow and ice in the winter at the west side station. Fire department will remove snow and ice from the downtown station from the apron and sidewalk behind the fire station only.

Employees shall be able to garage their personal vehicle inside the fire station where space is available after 9 PM and/or during inclement weather. If approved by the Captain on duty, employee may store their personal vehicle inside the fire station earlier. Employees who store their vehicles inside do so at their own risk and the city shall not be responsible for any damages.

All employees have a right to view their personnel files along with adding written statements in accordance with State law.

It shall not be mandatory for any member of this bargaining unit to submit to a lie detector test, psychological stress evaluation test, or any other mechanical or physical device or test for the purpose of determining veracity.

Trade time, 2 firefighters shall be able to trade time with one another with the approval of the fire chief subject to the provisions of 29 USC(P)(3) and such trade hours shall not be considered as hours worked for purposes of calculating overtime.

ARTICLE 51

SEVERABILITY AND SAVINGS CLAUSE

If any provision of this Agreement, or supplement thereto, is found invalid by operation of law or by any Board or Court of competent jurisdiction, or if compliance with or enforcement of any provision should currently be restrained by any such Court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the City and the Union at the request of either party shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provisions or supplement.

ARTICLE 52

EMERGENCY MANAGER

An emergency manager appointed under the Local Financial Stability and Choice Act, 2012 PA 436, MCL 141.1541 to 141.1575 shall have the rights provided under the Act.

ARTICLE 53

DURATION

This agreement shall be effective as of July 1, 2022 and the terms and provisions shall remain in full force and effect until June 30, 2024. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other in writing, at least 90 days prior to the anniversary date that it desires to modify the Agreement.

This agreement is signed on behalf of the respective parties the date next to their signatures.

Authorizing signatures:

For IAFF Local 5290

For The City of Charlotte

Dan Daly, Local President

Michael Armitage, Mayor

Mary LaRocque, City Clerk

Erin LaPere, City Manager

APPENDIX “A”

Effective the First Full Payroll Period After 7-1-2022					
2.0%					
Classification Title					
	0-6 months	6-12 months	12-24 months	24-36 months	36+ months
Lieutenant	\$16.22	\$16.77	\$17.57	\$18.42	\$19.27
Captain	\$17.61	\$18.47	\$19.27	\$20.12	\$21.01

Acting pay rate effective the first full payroll period after 7-1-2022, Regular \$1.67/hr and OT \$2.51/hr

Effective the First Full Payroll Period After 7-1-2023					
3%					
Classification Title					
	0-6 months	6-12 months	12-24 months	24-36 months	36+ months
Lieutenant	\$16.71	\$17.27	\$18.10	\$18.97	\$19.85
Captain	\$18.14	\$19.02	\$19.85	\$20.72	\$21.64

Acting pay rate effective the first full payroll period after 7-1-2023, Regular \$1.70/hr and OT \$2.56/hr

All full-time employees who have worked from July 1, 2021 will receive a one-time lump sum signing payment in the amount of five hundred dollars (\$500.00). This payment will not be rolled to base and will be subject to normal withholding. Payment will be made the second full payroll period following the ratification and signing of the Agreement by the City. An employee must be on the active payroll when payment is made in order to be eligible. Probationary employees will have the lump sum payment prorated based upon their time in service.

RESOLUTION NO. 2022-17

A RESOLUTION TO APPROVE A COLLECTIVE BARGAINING AGREEMENT WITH INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS CHARLOTTE LOCAL FIREFIGHTERS 5290

WHEREAS, the City has previously entered into a collective bargaining agreement with the International Association of Fire Fighters Charlotte Local Unit, which agreement concluded on June 30, 2022; and

WHEREAS, the parties to the agreement, through their respective representatives, have negotiated a successor agreement describing the terms and conditions of employment for members of the aforementioned bargaining unit; and

WHEREAS, the agreement includes modifications to the predecessor agreement generally described as follows:

- Article 12 - Pay for Acting Rank: Update existing language to clarify rate of pay.
- Article 15 - Call Back Time: Update existing language to clarify compensation for emergency call back when on paid leave.
- Article 17 - Court Leave: Modify existing language for clarity.
- Article 25 - Family and Medical Leave Act: Addition of article referencing federal leave protections provided under the Family Medical Leave Act.
- Article 37 - Food Allowance: Language updated to increase reimbursement by \$5 per month and modify payment schedule to quarterly.
- Article 38 - Uniforms and Equipment: Language updated to permit short sleeves year round and require coordination of uniforms for events.
- Article 39 - Retirement and Deferred Compensation: Add titles for clarification.
- Article 40 - Hospitalization and Medical Coverage: Correction of grammatical/typographical errors.
- Article 43- Health Care Savings Plan: Modify language to require participation by employees pursuant to direction from MERS.
- Article 44- (prior contract): Removed Article, provisions addressed elsewhere in contract.
- Article 46 - Discipline: Addition of a new article to provide for disciplinary actions consistent with other bargaining units.
- Article 49 - Fire Figher Safety: Addition of a new article to provide staffing rules consistent with current practice.

- Article 50 - Miscellaneous Provisions: Addition of reference to federal requirements on trade time.
- Wages: 2% increase in wages for the first year of the agreement, 3% increase in wages for the second year of the agreement, and a one-time, lump sum signing incentive of \$500.
- Duration: July 1, 2022 – June 30, 2024.

and

WHEREAS, entering into this agreement serves to promote harmony with the members of the bargaining unit and preserves a constructive labor environment which is a benefit to all citizens;

NOW, THEREFORE, BE IT RESOLVED that the Council does hereby approve the terms of the collective bargaining agreement, including the modifications generally described above, and authorizes the Mayor, City Manager, and City Clerk to execute the agreement on behalf of the City.

The foregoing resolution was presented by _____ and supported by _____ for approval.
Carried with the following roll call vote; Yea ; Nay ; Absent .

CERTIFICATION

I, Mary LaRocque, City Clerk for the City of Charlotte, County of Eaton, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Charlotte during its regular meeting held on July 05, 2022, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being 1976 P.A. 267, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Mary LaRocque, City Clerk