

B. 12-Hour Shift:

Employees who work on a federally recognized holiday, shall receive two times (2x) their regular salary for all hours worked, and shall be paid an additional eight (8) hours at straight time as Holiday pay. Employees not scheduled to work on a day that is celebrated as a holiday shall be paid eight (8) hours at straight time as Holiday pay. Employees who call in sick on a holiday shall receive pay at straight time of their regular rate of pay and the time shall be deducted from their paid time-off account.

C. 8-Hour Shift:

Employees working the 8 hour shift will normally take off the day celebrated as the holiday and receive eight (8) hours pay at their regular straight time rate as Holiday pay. Employees called in to work on a federally recognized holiday shall receive two times (2x) their regular rate of pay for all hours worked on the holiday and shall receive an additional eight (8) hours at straight time as Holiday pay.

D. If a holiday occurs during an employee's regularly scheduled vacation, such employee shall receive along with his vacation check, the holiday pay referred to above.

E. In order to receive the Holiday pay referred to above, an employee must have actually worked during the period of thirty (30) calendar days preceding the date celebrated as a holiday and must have worked his last scheduled working day before and the day after the day celebrated as a holiday, unless such employee is on an approved vacation or is otherwise excused by the Chief or his designee.

Section 2. Vacation Pay.

A. On each anniversary of their seniority date an employee covered hereby shall be eligible for a paid vacation as follows:

SENIORITY	VACATION ACCRUAL EARNED
1 – 5 years	3.39 hrs. accrual per pay period – (max. 88 hrs.)
6 – 14 years	4.93 hrs. accrual per pay period – (max. 128 hrs.)
15 + years	6.93 hrs. accrual per pay period – (max. 180 hrs.)

After the employee has attained seniority status, he/she shall accrue, at the end of each pay period (for which the employee has worked at least 72 hours; time worked shall include authorized vacation, compensatory time, sick time, worker's compensation time, funeral leave, etc.) the number of hours indicated in the table above for paid vacation time. If an employee has credited work time of less than 72 hours in a pay period, then he/she shall not receive any credited vacation time for that pay period. The vacation hours accrued each year shall be transferred to the employee's current vacation bank on the employee's seniority date each year.

B. Vacation leave shall be granted to covered employees by the Chief, and such vacation shall be granted at such times as they least interfere with the efficient operation of the Public Safety Department. Vacations may be coupled with compensatory time off and if employee is off duty for such purpose shall be considered as being on vacation for the purpose of determining the number of employees that may be off duty during any particular vacation period. An employee shall not use more than a fifty-fifty split between vacation time and compensatory time off and vacation time shall always be the equal or majority of time used. Vacation requests must be made by February 15th preceding the period requested. Officers who make request by February 15th shall be granted vacation preference in accordance with Departmental seniority and within any rank by rank seniority. Officers in the Detective Division shall select vacation time off on a schedule that is separate from all other employees in the department.

C. If an employee who is otherwise eligible for vacation with pay quits or is discharged without having received the same, such employee shall receive, along with his final paycheck, the unused vacation for which he qualified on his prior anniversary date. Additionally, an employee

who voluntarily separates from the CITY's services after giving not less than fourteen (14) calendar days advance notice of such action to the Chief, or who is laid off, shall be paid for vacation accumulated through the last full month of his service from his most recent anniversary date.

Section 3. Military Service Leave. The CITY will grant an employee a leave, not to exceed fifteen (15) calendar days in any calendar year, so that he may perform full-time active duty with the reserve components of the Armed Forces of the United States. The employee will be paid the difference, if any, between his base pay for such military reserve service and the pay he would receive had he worked his regularly scheduled shifts during such period of service, provided he gives to the CITY's Chief of Public Safety notice of his call to active duty as promptly as is practicable, and following such performance of duty provides him an authenticated copy of his pay voucher.

An employee who enters the military service by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the State and federal laws then in effect. All pay and fringe benefits shall terminate during this period, however, seniority shall continue to accrue.

Section 4. Jury Duty. An employee who has been selected by a State or federal court to serve on jury duty will be paid the difference between the amount he receives as compensation for such service and the amount he would have received had he worked his scheduled time for the period of their jury duty.

To be eligible to receive this wage supplement, an employee must give the CITY notice of their call to jury duty as promptly as practical, and must provide evidence of their performance of jury duty and their jury duty pay. If an employee does not have to report for jury duty on a given day and they are scheduled to work they must report to their regular workstation.

Section 5. Personal Business Leave. An employee may be granted a personal leave of absence without pay upon approval of the City Manager. A request for a personal leave of absence shall be in writing, state the reasons for the requested leave, and be signed by the employee.

Approval from the City Manager shall be in writing and shall specify the extent, if any, which seniority will accumulate during the period of the leave of absence and the date upon which the leave of absence terminates.

Section 6. Union Business Leave. The CITY will grant a leave of absence without pay to UNION members for the following functions:

A. One (1) man from the Department for five (5) days every other calendar year to attend the Police Officers Labor Council National meeting.

B. Two (2) men from the Department for three (3) days each calendar year to attend the Police Officers Labor Council, State of Michigan meetings.

C. One (1) man from the unit for two (2) days each calendar year to attend the Police Officers Labor Council Conference.

The request for such leave of absence shall be made as soon as possible after the affected employee has knowledge of the date of the meeting. The request shall be granted unless the Chief believes that granting the request will reduce manpower below an acceptable level. If additional employees wish to attend such meetings, they may request a personal leave of absence as provided in Section 5 of this Article.

Section 7. Time-off Pay Increment. An employee hired before, January 1, 2004 shall accumulate, at the end of each pay period (for which the employee has worked at least 72 hours; time worked shall include authorized vacation, compensatory time, sick time, worker's compensation time, funeral leave, etc.) 3.70 hours of sick time. If an employee has credited work time of less than 72 hours in a pay period, then he/she shall not receive any credited sick time for that pay period. Said employee may accumulate a maximum of nine hundred and sixty (960) hours of such credit which shall be used only for funeral leave and sick time with pay as herein provided.

An employee hired into the City after January 1, 2004, who has attained seniority status, shall accumulate, at the end of each pay period (for which the employee has worked at least 72

hours; time worked shall include vacation, compensatory time, sick time, worker's compensation time, funeral leave, etc.) 3.70 hours of sick time. If an employee has credited work time of less than 72 hours in a pay period, then he/she shall not receive any credited sick time for that pay period. Said employee may accumulate a maximum of four hundred and eighty (480) hours of such credit which shall be used only for funeral leave and sick time with pay as herein provided.

An employee hired before January 1, 2004, who is leaving the service of the CITY through retirement, excluding deferred retirement, will be paid on the existing bi-weekly schedule, or in one lump sum, at the sole discretion of the employer, for a maximum of nine hundred and sixty (960) hours of unused accumulated time off at the rate of sixty-five (65%) percent of the accumulated credit at his wage rate in effect on the date of his retirement for each hour of such accumulated credit. Upon death of an employee, his spouse, and if there is no spouse, then the deceased employee's estate, will be paid in one lump sum for the maximum nine hundred and sixty (960) hours of unused time off which then remain to his credit at the rate of sixty-five (65%) percent at his wage rate in effect on the date of death for each hour of such accumulated credit.

An employee hired after January 1, 2004, who is leaving the service of the CITY through retirement, excluding deferred retirement, will be paid on the existing bi-weekly schedule, or in one lump sum, at the sole discretion of the employer, for a maximum of four hundred and eighty (480) hours at the rate of fifty (50%) percent of the accumulated credit at his wage rate in effect on the date of his retirement for each hour of such accumulated credit. Upon the death of an employee, his spouse, and if there is no spouse, then the deceased employee's estate, will be paid in one lump sum for a maximum four hundred and eighty (480) hours of unused time of which then remain to his credit at the rate of fifty (50%) percent at his wage rate in effect on the date of death for each hour of such accumulated credit.

Section 8. Sick Time with Pay. During the period of absence from work due to a

noncompensable illness or injury, an employee shall be paid from and to the extent of his paid time

off credit. An employee who falls ill or is injured and who expects to be off work must notify the Department of Public Safety as promptly as practicable under the circumstances but, in any event, no later than the beginning of his scheduled shift on the day of his absence from work. His failure to promptly notify the CITY may result in denial of his claim for paid time off credit.

An employee must make prompt claim for sick time charged against his paid time off credit on a form available from the Chief. The Chief may require a physician's certificate to confirm the reasons for an absence due to illness or injury or for verification of the fact that the employee is able to return to work. Such physician's certificate may be required of each employee who is absent from work for a period of three (3) consecutive duty days for sickness or injury and may be required by the Chief when he has reason to suspect that an employee is abusing the provisions of this Agreement relating to sick leaves of absence or sick time.

Sick Time Incentive

If an employee uses forty-eight (48) hours or less per calendar year (26 pay periods) of sick time, then the employee, at his/her discretion, shall be paid for the remaining hours of sick time earned in the calendar year at his /her regular rate of pay up to a maximum of 48 hours. (Note: if an employee earns less than the full 96 hours of sick time possible in a calendar year but more than 48 hours, then the employee would be paid sick time incentive for the difference between hours earned and the initial 48 hours if less than 48 hours of sick time is used by said employee.) The payment for the sick time incentive of unused sick time hours shall be included in the employee's 1st pay check in February each year. Any remaining sick time shall be carried over into the employee's sick leave bank.

To the extent possible, employees should schedule dental or medical appointments during off duty hours. However, when this is not possible, the employee should schedule the appointment for the beginning or end of his/her work shift, thus limiting the time off needed for the appointment.

The employee, at his/her discretion, shall use either accumulated compensatory time off or sick time

credit for the time used. If more than four (4) hours of sick time credit is requested for a medical appointment, the employee shall explain in writing the need for the extra time and shall supply a written confirmation from the doctor's office verifying the date and time of the appointment.

Section 9. Bereavement Time, with Pay.

A. Employees shall be allowed the following days leave of absence, with pay, as funeral leave not to be deducted from vacation or sick time.

- ◆ four (4) days for the death of a spouse, child or parents
- ◆ three (3) days for sister, brother, mother-in-law, father-in-law, step-children, grandchildren
- ◆ two (2) days for step-parents, grandparents, grandparent-in-law, brother-in-law, sister-in-law, or other member of employee's immediate household to the extent that a federal income tax exemption, in the most recent year of filing, was allowed as a dependent member of the household

B. An employee may use additional days for such leave which will be deducted from the employee's available vacation days. The employer will have discretion to grant additional time for such leave and the exercise of such discretion will not create a precedent.

C. An employee selected to be a pallbearer for a deceased employee shall be allowed four (4) hours with pay for such period if the funeral is scheduled during normal work hours.

D. The employee shall notify the city of the necessity for a leave before leaving and upon request, provide verification of the relationship and death.

E. If the employee fails to make proper notification of his absence, or fails to provide requested verification of relationship and death, the city may withhold payment for the time taken off by employee.

Section 10. Disability Leave.

If an employee is ill or suffers an injury requiring absence from work and he/she has exhausted all sick, vacation, compensatory and FMLA leave, he/she may at the city's discretion, based on written application supported by a physician's certificate as to the necessity of leave, be granted a disability leave of absence without pay or benefits as follows:

A. A 90 working day period during which time the city will hold the employee's position (the employee's seniority shall be retained but not accumulate).

B. A period of one (1) calendar year; however, the city shall not hold the employee's position during this time. If during this disability period, the employee is able to return to work without restrictions, he/she may do so if the city has an open position available for which the employee is qualified (the employee's seniority shall be retained but not accumulate).

Section 11. Birthday Paid Day Off. Employees are eligible for one regular shift (up to 12 hours) of paid time off for the employee's birthday, to be taken during the pay period in which the birthday occurs. The time off is subject to the approval of the supervisor. Birthday time off is not compensable upon termination.

ARTICLE 14

RESIDENCY

All employees hired into the bargaining unit on or after the effective date of this Agreement must, as a condition of their continued employment (after the initial orientation period) reside within 20 miles of the corporate City limits of the City of Albion, Michigan.

For purposes of this agreement, a resident is defined as follows:

One who establishes and occupies a dwelling within the corporate City limits, maintains this dwelling as their primary residence at which they eat their meals, receive their mail, sleep, maintain their voter registration, driver's license address, tax address and in all manners maintain as a normal residence.

Members of the bargaining unit agree to abide by the requirements of Section 5.14 of the City of Albion Employee Policy and Procedure Manual, EXCEPT: If the City of Albion makes any exception to Section 5.14 for any future hiring of a regular employee, then members of the bargaining unit shall be entitled to the same exemption for the duration of the contract.

A regular employee is as defined in Section 2.2 of the Employee Policy and Procedure Manual, which reads: "An employee who is hired as a full time employee will be assigned to work a forty (40) hour week. An employee who has successfully completed his/her orientation period will be designated as a regular employee and will be eligible for all employee benefits." As used in this contract agreement, the term "regular employee" shall also include permanent part-time employees working at least eighty (80) regularly scheduled hours per month at least ten (10) months in any year. The term "regular employee" specifically excludes seasonal workers, temporary workers, interns, workers provided to the CITY at no cost to the CITY, volunteers, recreation assistants (other than permanent full time), prisoners, community-service workers, consultants and limited term contract employees, and any employees hired by authority of any governing board other than the CITY Council of the City of Albion, including but not limited to: Economic Development Corporation Board and the Downtown Development Authority.

Employees employed in the bargaining unit before March 27, 1983 (except as set forth in the paragraph below) shall reside within the City limits, and in no case further than within a twenty (20) mile radius of the City limits.

Employees employed in the bargaining unit before March 27, 1983 who did not reside within a five (5) mile radius from the City limits, or who reside within the five (5) mile radius, are exempt

from the provisions of this Article, provided that such employees, if they change their place of residence, shall become and remain a resident of and reside within twenty (20) miles of the corporate City limits of the City of Albion, Michigan. The building of a new structure on the same parcel of land, on which the employee's previous residence existed, will not be deemed to be a change in residence for the purpose of this section.

Hardship Exemption. The CITY agrees to consider a hardship exemption from residency under the following conditions:

- 1) A hardship exemption will be considered where an employee's immediate family member, who resides outside the CITY, needs in home medical and/or physical care and/or assistance; or
- 2) Where an employee's parent's home, or an employee's parent's farm, requires the employee to reside there for maintenance, security, or to operate the parent's farm.
- 3) Where an employee's spouse is also employed by a public entity with a residency requirement.

Written approval by the City Manager of an application for exemption from residency is required after submission of required documentation, in affidavit form. The duration of such exemption from CITY residence shall be dependent on the specific case circumstances. An employee who files a false affidavit, or fails to return to CITY residency, if the exemption trigger ends, is subject to discipline up to and including termination.

The provisions of this Article are intended to comply with State law. To the extent that there is a conflict between this Article and a state statute, the statute shall prevail.

ARTICLE 15

MISCELLANEOUS

Section 1. Addresses and Telephone Numbers of Employees. Each employee covered hereby, whether on or off the active payroll of the CITY, must keep the CITY currently advised of his correct current mailing address and of his current telephone number, if any.

Section 2. Training and Certification.

A. All sworn officers are required to attend the Recruit Academy and thereby qualify for a basic first aid card.

B. Officers shall be required to maintain their status as a basic level first aid card holder. Any employee who lets his basic level first aid card lapse may be required to attend a first aid instruction course on his own time, provided that the employee has failed to pass a first aid instruction course scheduled as a training session by the CITY during the preceding period of eighteen (18) months. EMT certification may be utilized in lieu of basic first aid requirements contained in this section, provided that State law requirements have been met.

C. The CITY and the UNION recognize the importance of each sworn officer maintaining a reasonable level of competence in the operation of firearms. The UNION agrees to cooperate fully with the CITY in the implementation or maintenance of any programs designed to ensure that sworn officers maintain a reasonable level of competency in the use of firearms. Sworn officers may be required to shoot at the range a reasonable number of times per year and to satisfy the minimum score on a course of fire designated by the CITY for training purposes. For the purpose of encouraging officers to practice with their weapon prior to any scheduled shoot at the range, the CITY will for each of the two (2) preceding months provide officers, upon request, with fifty (50)

rounds of ammunition. The instruction will be conducted during duty hours during the two (2) month period preceding the next scheduled Department shoot.

D. Should an employee covered by this Agreement become physically or mentally handicapped as a result of on-the-job injury to the extent that he cannot perform his regular job, the CITY will attempt to place the employee in a position within the Public Safety Department that, in the eyes of the CITY and/or Chief, he is physically and mentally able to perform, provided always, that such a job is available.

Section 3. Medical Tests and Requirements.

A. The CITY may, at its discretion, require that employees submit to a physical and mental test and examination by a CITY appointed doctor when tests and examinations are considered to be of value to the CITY in maintaining a capable work force, employee health and safety, etc., provided, however, that the CITY will pay the cost of such test and examinations.

B. The CITY may, at its discretion, require that employees provide specific and detailed medical data from the employee's doctor, the CITY's doctor, and/or a personal affidavit stating the cause of the absence, for any illness or injury which has resulted in lost work time.

C. Employees who have been on extended leave as a result of illness or physical ailment may be required to receive and successfully pass a physical examination to determine their continuing ability to perform the duties and responsibilities of their position, or of the position to which they may be assigned.

D. In order to ensure the integrity of the Department and to preserve public trust and confidence in a fit and drug free public safety profession, this Department shall maintain a drug testing program to detect prohibited drug use by all UNION members as provided for in Appendix F of this Agreement.

Section 4. Outside Activity. No employee may directly or indirectly maintain or engage in any outside business, financial interest or employment activity which conflicts with the interest of

the CITY, or interferes with his ability to discharge his CITY duties fully. Such conflict of interest shall be grounds for discipline, up to and including discharge.

Section 5. Special Meetings. The CITY and UNION agree to meet and confer on matters of clarification of the terms of this Agreement upon written request of either party. The written request shall be made in advance and shall include an agenda setting forth the nature of the matters to be discussed and the reasons for requesting the meeting. Such meetings shall be between at least two representatives of the UNION and two representatives of the CITY. Discussions shall be limited to the matters set forth in the agendas, but it is understood that these special meetings shall not be for the purpose of conducting continued collective bargaining negotiations, nor in any way to modify, add to, or detract from the provisions of this Agreement. It is understood that special conferences will only be scheduled upon mutual agreement.

Section 6. Effective Agreement. This Agreement supersedes and cancels all previous Agreements, verbal or written, or based on alleged practices, between the CITY and the UNION and constitutes the entire Agreement between the parties. Any amendments or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Section 7. Separability. If any Article or Section of this Agreement, or any Appendix hereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any Appendix hereto, or the application of such Article or Section, persons or in circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of which has been restrained, shall not be affected thereby. The CITY and the UNION agree that if any provision is declared invalid, they will meet at a mutually convenient time for the sole purpose of negotiating only a substitute provision that conforms with requirements of the legislation.

ARTICLE 16

DURATION OF AGREEMENT

The provisions of this Agreement shall be effective as of January 1, 2016 and shall continue and remain in full force and effect to and including September 30, 2017, with a Healthcare/Medical Reopener in June 2017, and thereafter for successive periods of one (1) year, unless either party shall at least sixty (60) days prior to September 30, 2017 serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate, or change or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party are disposed of, by agreement, or by withdrawal, by the party proposing amendment.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures representing the parties in accordance with their authority on the _____ day of March, 2016.

FOR THE UNION:

FOR THE CITY OF ALBION:

Greg Huggett
Its Labor Representative

Joseph V. Domingo, Mayor

Kurt Etter
Its President/Bargaining Team

Sheryl L. Mitchell, City Manager

Mike Kolassa
Its Treasurer/Bargaining Team

Jill Domingo, City Clerk

APPENDIX A

WAGE PLAN – HOURLY RATE

Effective January 3, 2016
2%

Position	Start	After 1 year	After 2 years	After 3 years	After 4 years
Lieutenant	-	-	23.78	24.96	26.21
Sergeant	20.52	21.61	22.67	23.78	24.96

WAGE PLAN – HOURLY RATE

Effective January 1, 2017
2%

Position	Start	After 1 year	After 2 years	After 3 years	After 4 years
Lieutenant	-	-	24.26	25.46	26.73
Sergeant	20.93	22.04	23.12	24.26	25.46

APPENDIX B

A. PROMOTION TO LIEUTENANT:

The following procedure will be used by the City to establish a Promotional Eligibility List. The list will last for a period of two (2) years, or until only two (2) qualified candidates are left on the list, whichever comes first. When the list expires, or the two (2) year period elapses, the process will then begin again.

1. All Candidates are eligible to participate in an oral interview. The interview panel will consist of three area Public Safety officials, one citizen appointed by the Chief and the Chief or his designee. Upon completion of interviews, the panel will rank all candidates.
2. The Chief may select the most appropriate qualified applicant from among those that apply for the position, subject to final approval of City Manager.

B. PROMOTION TO DETECTIVE SERGEANT

1. When the need to fill the position of Detective Sergeant is known, all eligible candidates shall be advised. All interested candidates shall receive an oral interview conducted by the Chief or his designee.

APPENDIX C

MEDICAL INSURANCE – SUBSTANTIVE PROVISIONS

1. SIMPLY BLUE (HSA) – Substantive Provisions (See Article 12, Section 3.)
 - a. \$2,000/\$4,000 deductible
 - b. Stop loss - \$1000/\$2000
 - c. Prescription Drug Co-pay - \$20 generic / \$60 brand name / 50%-80/100 after deductible
 - d. Blue Cross dental plan – 75/75/50/50, \$800 annual max; ortho \$800 lifetime
 - e. Blue Cross vision plan – 24/24/24

APPENDIX E

WORK SCHEDULES

The following work schedules are currently being used within the bargaining unit. These work schedules can be changed by the City to meet the needs of the Public Safety Department. Prior to implementation of any change in the existing schedules, the Chief shall schedule a special meeting to discuss the proposed changes. Said meeting shall be held at least two (2) weeks in advance of any proposed change in the work or shift schedule.

- A. 8-Hour work schedule begins 12:01 a.m. Sunday and ends at 12:00 midnight the following Saturday.
- B. 12-Hour work schedule begins at 7:00 a.m. on Sunday and ends at 6:59 a.m. the following Sunday.
- C. 12-Hour work schedule begins at 2:00 p.m. on Sunday and ends at 1:59 p.m. the following Sunday.

Employees in all work schedules work eighty-four (84) hours in the normal two-week pay period. The pay period begins with the start time of the specific schedule being worked.

APPENDIX F

DRUG TESTING POLICY

I. PURPOSE

The City of Albion and the Michigan Officers Labor Council ("POLC") have established a drug program covering all members of the POLC. The intent of this program is to establish and maintain a drug free work place.

II. POLICY

It is the policy of this department that the critical mission of Public Safety justifies maintenance of a drug-free work environment through the use of an employee drug testing program.

The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. Sufficient evidence exists to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an employee's physical and mental health and, thus, job performance.

When Public Safety employees use illegal drugs, the integrity of the Public Safety Department is compromised. Public confidence in the department is destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug free Public Safety Department, this department hereby implements a drug testing program to detect prohibited drug use by all UNION members.

III. DEFINITIONS

- A. Public Safety Officer--Those sworn officers who have been vested with both law enforcement and firefighting duties and responsibilities.
- B. Drug Test-- The compulsory production and submission of urine or blood by an employee in accordance with departmental procedures, for chemical analysis to detect prohibited drug usage.
- C. Reasonable Suspicion -- That quantity of proof or evidence that is more than a hunch, but less than probable cause which is held by the Chief of Public Safety and at least one other command officer. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that the individual is or has been using drugs while on or off duty.

- D. Probationary Employee -- For the purpose of this policy only, a probationary employee shall be considered to be any person who is conditionally employed with the department as defined under Article 8, section 2 of the POLC bargaining agreement.
- E. MRO - Medical Review Officer -- The medical review officer is a licensed physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an individual's test results with his or her medical history and any other relevant biomedical information.
- F. Probable Cause--That amount of facts and circumstances within the knowledge of a supervisor or the administration which are sufficient to warrant a prudent person to believe it is more probable than not that an employee had committed or was committing an offense contrary to this drug policy.

IV. PROCEDURES/RULES

A. Prohibited Activity

The following rules shall apply to all applicants, probationary employees and regular employees of the Albion Department of Public Safety while on and off duty:

1. No employee shall illegally possess any controlled substance.
2. No employee shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
3. Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his supervisor so that appropriate medical steps may be taken to ensure the employee's health and safety.
4. Any employee who violates this drug testing policy, or when a Medical Review Officer determines that the employee's drug test was positive, shall be immediately suspended with pay pending verification of the drug policy violation. Upon verification of the drug policy in violation, said employee will be immediately discharged.
5. Any city employee who refuses to take a drug test will be immediately discharged.

B. Probationary Employee Drug Testing

All probationary employees hired as outlined in "B" above shall be required as a condition of employment to participate in any unannounced drug tests scheduled during their probationary period. The frequency and timing of such tests shall be determined by the Chief or his designee.

C. Employee Drug Testing

1. Upon implementation of this policy all employees will be required to take a drug test as a condition of continued employment, thereafter, drug testing shall proceed as provided below:
2. The CITY and UNION have agreed to a policy under which each employee of the Albion Department of Public Safety will be subject to an unannounced urine drug test on a random basis or whenever the CITY has reasonable suspicion/probable cause. The Chief shall provide some rational explanation in writing to support his decision as to why they believe the employee should be tested.
3. All of the calendar dates of each quarter will be placed in separate containers. The Chief, or his designee, will draw a date from each container in the presence the union representative to place the dates in an envelope and initial the item as evidence. The dates will remain unannounced to everyone except the Chief of Public Safety to insure randomness. After the fourth quarter test, the envelope will be unsealed by a union representative to verify the dates chosen were correct. After the Chief has recorded the date, he will ask
4. On test day, all persons working the previous night shift, persons working the on-coming shift as well as the on-coming shift Lieutenant and the corresponding administrative staff will provide a urine sample starting at 07:00 hours and run continuously until all are tested. No one may be tested more than twice in a row or three times in one calendar year. The Detective Bureau will be considered A/C – all other staff B/D.
5. Any employee who is chosen for a drug test or who tests positive shall not be eligible for coverage under the last chance rehabilitation provision set forth in this policy.
6. A drug test shall be considered as a condition of acceptance to RAID or SWET and also when they leave the team. The Chief of Public Safety will maintain a current list of those individuals serving on the RAID team and SWET.
7. A public safety employee shall be eligible for coverage under the last chance rehabilitation provision set forth in this policy only if they voluntarily admit to the appropriate departmental official, in writing, that they have a drug

dependency problem prior to being advised that they are to submit to a drug test.

D. Penalty

Violation of any provision of this drug testing policy shall be grounds for immediate suspension with pay pending verification of the drug policy violation. Upon verification of the drug policy violation, said employee will be immediately discharged. The discharge is subject to review in accordance with the grievance procedure of the collective bargaining agreement.

E. Rehabilitation Program

1. Under this program, any public safety employee may volunteer to enter a drug education/rehabilitation program after admitting to a drug dependency problem in writing and before being notified that he will be tested.
2. This program will require the individual's enrollment in a CITY approved/supervised in-patient treatment facility, followed by participation in a CITY approved/supervised out-patient treatment program as directed by the CITY.
3. Participants in the rehabilitation/treatment program will be subject to unannounced periodic testing for drugs for a period of three (3) years. A participant who fails any drug test or who uses any controlled substance again, except under doctor prescription, shall be immediately suspended with pay pending verification of the drug policy violation. Upon verification of the drug policy violation, said employee will be immediately discharged.
4. An employee's failure to fully participate in and/or successfully complete the rehabilitation and follow-up program will result in immediate dismissal from CITY employment.
5. The drug education program and in-patient treatment referred to in this Section shall be paid for by the employee, subject to the CITY provided insurance program.
6. Employees will be allowed to use accrued sick leave, vacation and compensatory time benefits until such time as the Chief of Public Safety determines they are capable of returning to active duty. Time spent on out-patient treatment after an employee is reinstated shall be on the employee's own time. The Chief will make a decision within 10 calendar days with regard to the employee's work status upon receipt of all appropriate medical records and evaluations. Successful completion of the prescribed treatment program and certification by a physician, designated by the CITY, are required prior to returning to active duty. Participation in the rehabilitation program requires

the employee to sign an authorization for release of medical records to the Chief of Public Safety relative to his treatment.

F. Drug Testing Procedures

1. The testing procedures and safeguards provided in this policy shall be adhered to by any laboratory personnel administering drug testing.
2. Laboratory personnel authorized to administer drug tests shall require picture identification from each employee to be tested before they enter the testing area.
3. A pre-test interview shall be conducted by testing personnel with each employee to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs. All medical information may be given to the laboratory testing personnel.
4. The bathroom facility of the testing area shall be private and secure.
 - a. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, the employee will then document that it is the employee's sample.
5. Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The employee shall be permitted no more than two hours to give a sample, during which time he shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the MRO.
6. The urine specimen will be collected as a "split" sample, that is, collected as one and immediately poured off into two separate specimen bottles/containers ("A" and "B" by the collector in the presence of the donor. Bottle "A" should contain at least 30 ml; bottle "B" should contain at least 15 ml. Each bottle/container will then be sealed with the seals provided on the Custody & Control Form (CCF). Each seal is to bear the same I.D. number which matches the I.D. number on the CCF. Both specimens are to be submitted to the laboratory. Any specimen found "presumptively positive" by the initial screening process will automatically undergo confirmatory testing by GC/MS for the analyte/s indicated to be "presumptive positive". Sample "A" will be used for the confirmation testing. Same "B" will be kept at the testing laboratory along with "A" until discarded with the originally tested specimen (i.e., 7 days in the case of a "negative" screen analysis); or FROZEN for a minimum of 12 months along with the originally tested specimen (in all cases of "confirmed positive" analyses.) If a "retest" is requested for any reason,

the originally sealed "B" specimen is to be sent to another certified laboratory for appropriate analysis. The employee must request the second drug test (retest) within 72 hours of being notified of a positive and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days.

7. All specimen samples shall be sealed, labeled, initialed by the employee and laboratory technician; and checked against the identity of the employee to ensure the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative.
8. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, he shall be immediately suspended with pay from duty pending verification of the drug policy violation. Upon verification of the drug policy violation, said employee will be immediately discharged.

G. Drug Testing Methodology - See chart in Appendix "F"

1. The testing or processing phase shall consist of a two-step procedure:
 - a. initial screening test
 - b. confirmation test
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "presumptive positive". Notification of test results to the Chief shall be held until the confirmation test results are obtained and verified by the M.R.O.
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
4. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse, including heroin, amphetamines and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in collection procedures.
5. Concentrations of a drug at or about the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

Initial Test Level

	(ng/ml)
Marijuana metabolite	50
Cocaine metabolite	300
Opiate metabolite	2000
Phencyclidine	25
Amphetamines	1000
Barbiturates	300

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory CG/MS test on a urine specimen that tested positive using a technologically different test than the initial screening method:

Confirmatory Test Level

Marijuana metabolite	*15
Cocaine metabolite.....	**150
Opiates:	
Morphine.....	2000
Codeine	2000
Phencyclidine.....	25
Amphetamines	
Amphetamine.....	500
Methamphetamine.....	500
* Delta-9-tetrahydrocannabinol-9-carboxylic acid	
** Benzoylcegonine	
Barbiturates	200

6. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise, proficiency in urinalysis, and be Michigan Law Enforcement Officers Training Council (MLEOTC) certified.
7. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the employee's personnel file.
8. Any employee who interferes with the testing process or breaches the confidentiality of test results shall be immediately suspended from duty with pay pending verification of said offense. Upon verification of said offenses the employee will be immediately discharged.

H. Chain of Evidence - Storage

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
2. When a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises, the specimens will be stored until all legal disputes are settled.

I. Drug Test Results

1. All records pertaining to department-required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. However, the CITY Administration may use said records as necessary to defend itself in any legal or administrative action.

J. Procedures for Implementation of the Last Chance Agreement

1. An employee shall only be offered the Last Chance Agreement if they voluntarily admit to the appropriate departmental official, in writing, that they have a drug dependency problem prior to being advised that they have been selected to submit to a drug test.
2. A standard letter of conditions for continued employment (Last Chance Agreement) must be signed by Department and employee (see attached form).
3. Employee must attend the employee assistance program and/or an authorized rehabilitation source.
4. Employee must sign a form releasing any and all information requested by the Chief relative to medical/psychological records involved with his treatment.
5. Employee must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source.
6. Employee must pass a medical examination administered by a medical facility designated by the Chief of Public Safety before returning to duty. The examination shall screen for drug use, mental and physical impact of the prior drug usage.
7. Employee may be allowed to use sick time, vacation and compensatory time and apply for a medical leave of absence, if required, while undergoing rehabilitation.
8. Once authorized to return to duty, the employee must submit to periodic urinalysis on a timetable as may be determined by the Chief of Public Safety.

9. The employee shall be subject to the terms of this program for three (3) years after their return to work.
10. The employee must agree in writing that the employee will be automatically terminated forthwith if a violation of any portion of this program occurs at any time during its enforcement term.
11. Employee must be advised that the employee is not obligated to sign the agreement and be advised he has the right to seek the counsel of his legal and/or labor representative.

V. Separability and Saving Clause

If any Section of this Appendix shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Appendix or the application of such Section, persons or in circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of which has been restrained, shall not be affected thereby. The CITY and the UNION agree that if any provision is declared invalid, they will meet at a mutually convenient time for the sole purpose of negotiating only a substitute provision that conforms with the requirements of the legislation.

APPENDIX G

LAST CHANCE AGREEMENT

Re: _____

WHEREAS, the above referenced individual (hereafter "Employee") has, in writing, admitted to having a drug dependency problem; and

WHEREAS, the City of Albion Department of Public Safety (hereafter "ADPS") will conditionally reinstate Employee to the position of _____, provided the Employee is able to fully perform all of the duties of the classification as determined by the ADPS and subject to the following terms and conditions being met and maintained;

NOW, THEREFORE, it is agreed that:

1. Employee must sign a form releasing all information to the Chief ADPS or his designee relative to medical or psychological records involved with his treatment.
2. Employee must complete a rehabilitation program as prescribed by the employee assistance program and/or an ADPS authorized rehabilitation source.
3. Employee must pass a medical examination administered by a medical facility designated by the Chief ADPS before being allowed to return to duty. The examination shall screen for drug use and the physical and mental impact of the Employee's prior drug usage.
4. Employee may, in the discretion of ADPS, be allowed to use sick time, vacation and compensatory time and apply for a medical leave of absence, if required, while undergoing rehabilitation.
5. Upon being authorized to return to duty, Employee must submit to periodic drug testing on a timetable as determined by the Chief ADPS.

6. Upon clearance by the medical facility designated by the ADPS, Employee shall be returned to ADPS as an employee.

7. Once returned to duty, Employee will present himself to the ADPS's employee assistance program for evaluation, and agree to, as well as follow, all directives given by the employee's assistance program for a period of at least three (3) years. Employee agrees to sign appropriate forms releasing information relative to medical or psychological records involved with his treatment to the Chief ADPS or his designee as may be requested. Failure to follow the employees assistance program directives are grounds for discharge, subject to review pursuant to the collective bargaining agreement of only the discharge for failure to follow employee assistance program directives.

8. Employee shall submit to drug testing as ordered by the Chief ADPS. If any such test shows a positive result for the presence of illegal drugs, Employee will be immediately suspended with pay pending verification of the drug policy violation.

9. Employee releases the CITY and union from all liability and claims Employee may have had or now has with respect to his employment with the ADPS whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or under the collective bargaining agreement between the City of Albion and Employee's collective bargaining agent.

10. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understand all the terms of this last chance agreement. This last chance agreement is freely and voluntarily entered into by all parties without any duress or coercion.

11. The actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.

12. In the event Employee grieves and attempts to appeal to arbitration his discharge because of the violation of any condition of this Last Chance Agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the ADPS.

Dated this _____ day of _____, 20_____

Employee

Chief ADPS

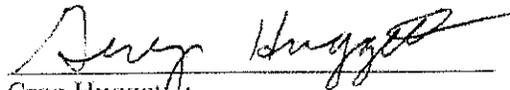
ARTICLE 16

DURATION OF AGREEMENT

The provisions of this Agreement shall be effective as of January 1, 2016 and shall continue and remain in full force and effect to and including September 30, 2017, with a Healthcare/Medical Reopener in June 2017, and thereafter for successive periods of one (1) year, unless either party shall at least sixty (60) days prior to September 30, 2017 serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate, or change or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party are disposed of, by agreement, or by withdrawal, by the party proposing amendment.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures representing the parties in accordance with their authority on the _____ day of March, 2016.

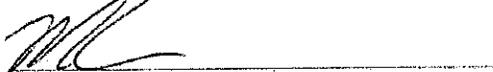
FOR THE UNION:



Greg Hugget
Its Labor Representative



Kurt Etter
Its President/Bargaining Team



Mike Kolassa
Its Treasurer/Bargaining Team

FOR THE CITY OF ALBION:

Joseph V. Domingo, Mayor

Sheryl L. Mitchell, City Manager

Jill Domingo, City Clerk

Resolution #2016-19

A RESOLUTION TO APPROVE PROPOSAL FOR SIDEWALK CONSTRUCTION AND TO APPROVE CONTRACT FOR SIDEWALK CONSTRUCTION WITH R.J. KARASEK COMPANY

Purpose and Finding: The City of Albion has a current need for sidewalk maintenance and construction. Pursuant to Section 2-384, of the City of Albion Code of Ordinances, a Request for Proposals was published, seeking bidders to complete the construction of sidewalks, sidewalk ramps, gutters, etc., for the City. The City, having received multiple bids from various contractors, has selected the lowest bid submitted pursuant to Section 2-396, of the City of Albion Code of Ordinances. In addition, in selecting the lowest bid, the City has also considered the additional criteria listed in Section 2-396(a)(1-9) of the City of Albion Code of Ordinances, and desires to enter into a contract with R.J. Karasek Company for the sidewalk construction, for the sum of \$101,940.00.

Council Member _____ moved, supported by Council Member _____, to approve the following resolution.

RESOLVED, that the bid for sidewalk construction, submitted by R.J. Karasek Company, for the sum of \$101,940.00, is hereby accepted.

BE IT FURTHER RESOLVED, that in addition to being the lowest bidder, R.J. Karasek Company has met the additional criteria for consideration set forth in Section 2-396(a)(1-9) of the City of Albion Code of Ordinances.

BE IT FURTHER RESOLVED, that the City of Albion shall enter into a written contract with R.J. Karasek Company for the construction of sidewalks, sidewalk ramps, gutters, and other related items as set forth in the 2016 request for proposals. The contract referenced herein shall contain by reference the specifications for construction as set forth in the request for proposal. Said contract shall be for the sum of \$101,940.00 and shall contain such other terms as contained in the request for proposals and as the parties deem necessary.

Date: April 4, 2016

Ayes: _____
Nays: _____
Absent: _____

I certify that this resolution was adopted by the City Council of the City of Albion on April 4, 2016.

Jill Domingo
City Clerk

CONTRACT FOR SIDEWALK CONSTRUCTION

SECTION ONE – PURPOSE

The City of Albion, a Michigan Municipal Corporation, and R J Karasek Concrete Contractor Inc., a Michigan Corporation, have entered into an agreement for the construction of concrete sidewalks as a part of the 2016 sidewalk replacement program, with the City of Albion having accepted the bid of R J Karasek Concrete Contractor Inc., following a Request for Proposals.

SECTION TWO – PARTIES

City of Albion (“the City”) and R J Karasek Concrete Contractor Inc. (“R J Karasek Company”) are parties to this agreement.

SECTION THREE – TERMS

The R J Karasek Company will provide concrete sidewalk construction services to the City for the 2016 sidewalk replacement program. The sidewalk will be constructed in accordance with the concrete sidewalk specifications set forth in the attached **EXHIBIT 1**. In exchange for the services provided by R J Karasek Company, the City will pay R J Karasek Company the sum of \$101,940.00. Payments will be made in progress payments that will be processed every thirty (30) days based on a pay request submitted by R J Karasek Company to the City for completed work.

SECTION FOUR – EFFECTIVE DATE

This agreement shall take effect upon the date of signature of both parties and continue through September 30, 2016.

SECTION FIVE – SEVERABILITY

If any part of this agreement is determined to be invalid, the rest of the agreement remains in full effect.

SECTION SIX – NO ORAL MODIFICATION

This agreement may not be modified orally. This agreement may only be modified through a written agreement signed by both parties.

SECTION SEVEN – CONTRACT VENUE

This contract shall be interpreted under the law of the State of Michigan. Any and all disputes, disagreements, legal actions, litigation and questions of conflict shall be brought in the courts for the County of Calhoun, State of Michigan.

SECTION EIGHT – TERMINATION

If adequate progress is not being made on the required work, the City shall provide written notice to R J Karasek Company. If R J Karasek Company fails to correct the work progress issue within ten (10) days of notification, then the City may terminate the contract and pay R J Karasek Company for all work successfully completed to that point. Should the City desire to terminate this contract for any other reason, the City may do so upon thirty (30) days written notice to R J Karasek Company.

SECTION NINE – INSURANCE

Before beginning work, R J Karasek Company shall provide the city with a certificate of insurance naming the City as additional insured with the following coverage:

Contractors Liability Insurance

- Bodily Injury – each occurrence \$1,000,000;
- Property Damage – each occurrence \$1,000,00;

Automobile Insurance

- Bodily Injury – each person \$500,000;
- Bodily Injury – each accident \$1,000,000;
- Property Damage – each accident \$500,000;

Workers' Compensation – Statutory Amount

Proof of insurance coverage shall be provided prior to any work commencing, and R J Karasek Company shall maintain insurance coverage in accordance with this contract through the duration of the work.

SECTION TEN – SATISFACTORY PERFORMANCE BOND

R J Karasek Company will be required to furnish a satisfactory Performance Bond and Payment Bond in the amount of 100 percent (100%) of the contract price.

SECTION ELEVEN – NON-DISCRIMINATION

R J Karasek Company shall not discriminate against any persons within the City of Albion regarding employment, housing, public accommodations, and public services on the basis of age, color, disability, education, familial status, gender expression, gender identity, height, marital status, national origin, race, religion, sex, sexual orientation, or weight, pursuant to City Ordinance.

SECTION TWELVE – INDEMNIFICATION

R J Karasek Company shall indemnify and hold harmless the City, its officers, directors, employees, and agents from and against any and all claims, lawsuits, actions, demands, damages, or losses, arising out of or relating to any death, personal injury, or property damage claims, to the extent caused by the negligent or other wrongful acts or omissions of R J Karasek Company, or of any agent of R J Karasek Company, while performing work pursuant to this contract.

SECTION THIRTEEN – INCOME TAX

Wages paid for work performed for the City are subject to a City income tax in the amount of 1% of the gross wages paid for the City residents and 0.5% for non-residents. R J Karasek Company shall contact the City Treasurer for information on how to pay the City income taxes.

City of Albion

R J Karasek Concrete Contractor Inc.

Joseph Domingo, Mayor

Ronald J. Karasek Jr., Owner

Date

Date

Jill Domingo, City Clerk

Date

CITY OF ALBION
ORDINANCE #2016-01

AN ORDINANCE TO AMEND SECTION 2-388
SALE OF OBSOLETE PROPERTY

Purpose and Finding: Ordinance 2-388 currently provides the City's procedure for the sale of obsolete or unusable personal property owned by the City. Several employees have expressed an interest in purchasing obsolete property for sale. It is believed that these employees, by virtue of their employment, should have the first option to purchase said property. The amendment gives employees the first opportunity and also gives the City Manager the authority to control that procedure. The purchases of the obsolete or unusable property, whether to an employee or to the public, would continue to be done consistently with state and federal law requirements as well.

THE CITY OF ALBION ORDAINS:

Section 2-388 – Sale of Obsolete Property

1. The sale of unusable or obsolete personal property from any using agency within the City, which has a value of \$2,500.00 or more, or other limited as established by resolution of the council, shall occur as follows:
 - A. The sale of obsolete or unusable property of a value of more than \$2,500.00 shall first be offered to current City employees. Interested employees may submit sealed bids to the City Manager within the time period designated by the City Manager. The City Manager shall have the discretion to set minimum bids for the sale of the property. Employees must demonstrate, where applicable, that they are permitted to purchase and/or own the property under state and federal law. If the property is not sold to an employee via this subsection, the sale of the obsolete property shall proceed via subsection (B);
 - B. The same of obsolete of unusable property of a value of more than \$2,500.00, which is not sold pursuant to subsection (A) shall be sold by public auction, held after a five-day publication of the time of the sale, the items of property to be sold, and any relevant terms of sale;

- C. The proceeds of any sale of personal property under this section shall be paid to the general fund unless otherwise advertised in the five-day publication and approved by the City Council;
 - D. Nothing contained within this section shall be deemed to abrogate or supersede federal or state law requirements regarding the ownership, possession, sale, or transfer of certain personal property.
2. Subsection (1) of this section shall not apply to the sale of unusable or obsolete personal property in the following situations:
- A. Unusable or obsolete personal property with a value of \$2,500.00 or less, or other limited as established by resolution of the council, may be sold directly by the City Manager without public auction or sealed bid;
 - B. The sale of personal property used as a trade-in for the purchase of new supplies or materials or equipment.

This Ordinance shall take effect on May 4, 2016, after publication.

First Reading: March 21, 2016

Second Reading & Adoption: April 4, 2016

Ayes: 7

Ayes: _____

Nays: 0

Nays: _____

Absent: 0

Absent: _____

Jill Domingo, City Clerk

Joseph V. Domingo, Mayor

RESOLUTION 2016-20

M-99 (Superior St) Four to Three Lane Conversion

Background: The Michigan Department of Transportation has scheduled a \$4 million reconstruction of M-99 (Superior Street) within the downtown of the City of Albion in 2017. The project includes the replacement of the bricks, concrete base, subbase, curb and gutter, storm sewer system, water main, sidewalk, and trees.

The Michigan Department of Transportation recommends that M-99 (Superior Street) be converted from its existing four lane configuration to a three lane configuration. The three lane configuration would have a single northbound travel lane, a single southbound travel lane, and a center left turn lane, with an additional 5.5 ft buffer between the travel lanes and the parking lanes. Four to three lane conversion have been completed on several roads in the area and provide significant safety improvements for both motorist and pedestrians. A traffic analysis concluded that the M-99 (Superior St) would operate at an acceptable level of service with the three lane configuration because of the relatively low traffic volumes and addition of a center left turn lane.

A public open house was held at the Albion Public Library on March 21, 2016 to discuss the project and the four to three lane conversion. It was well attended with much support for the four to three conversion.

Council member _____ moved, and was supported by Council member _____, to approve the following resolution.

Resolved: The City of Albion supports the Michigan Department of Transportation's recommendation to convert M-99 (Superior Street) from its existing four lane configuration to a three lane configuration with the reconstruction project scheduled in 2017.

I hereby certify that the above resolution was adopted on April xx, 2016, in a regular session of the Albion City Council and that this is a true copy of that resolution.

Ayes _____

Nays _____

Absent _____

Jill Domingo, City Clerk

RESOLUTION 2016-21

M-99 (Superior Street) Reconstruction - Closing of Access to Alleys

Background: The Michigan Department of Transportation has scheduled a \$4 million reconstruction of M-99 (Superior Street) within the downtown of the City of Albion in 2017. The project includes the replacement of the bricks, concrete base, subbase, curb and gutter, storm sewer system, water main, sidewalk, and trees.

It was recommended by Albion Chief of Public Safety, Scott Kipp that access to the alleys located between Cass & Center and Porter & Erie be removed from M-99 for safety reasons. It was cited that the intent is for the alleys to become pedestrian paths between the parking lots located behind the businesses on M-99 (Superior Street) and the front entrances to the businesses.

Council member _____ moved, and was supported by Council member _____, to approve the following resolution.

Resolved: The City of Albion requests that the Michigan Department of Transportation close access to the following alleys from M-99 (Superior Street) with the reconstruction project scheduled in 2017:

1. Between Cass & Center (west side of M-99)
2. Between Porter and Erie (west side of M-99)

I hereby certify that the above resolution was adopted on April xx, 2016, in a regular session of the Albion City Council and that this is a true copy of that resolution.

Ayes _____

Nays _____

Absent _____

Jill Domingo, City Clerk

RESOLUTION 2016-22

**M-99 (Superior Street) Reconstruction
City of Albion Transportation Alternatives Program Grant Application Request**

Background: The Michigan Department of Transportation has scheduled a \$4 million reconstruction of M-99 (Superior Street) within the downtown of the City of Albion in 2017. The project includes the replacement of the bricks, concrete base, subbase, curb and gutter, storm sewer system, water main, sidewalk, and trees.

A Transportation Alternatives Program (TAP) Grant application has been prepared and reviewed to fund the bricks, sidewalks, sidewalk ramps, trees, tree grates, and items related to the parking lanes on M-99 (Superior Street). The Michigan Department of Transportation requests that the City of Albion pay the federal match for the items related to the parking lanes, approximately 20% or \$23,347, as required for the grant. The City of Albion will be required pay 100% of the cost for items related to the parking lanes without the TAP Grant.

Council member _____ moved, and was supported by Council member _____, to approve the following resolution.

Resolved: The City of Albion requests the Michigan Department of Transportation Marshall TSC Office to apply for an Transportation Alternative Program (TAP) Grant to fund the bricks, sidewalks, sidewalk ramps, trees, tree grates, and items related to the parking lanes on M-99 (Superior Street) on behalf of and in cooperation with the City of Albion. In addition, the City of Albion agrees to pay the federal match for the items included in the TAP Grant required to construct the parking lanes on M-99 (Superior Street), estimated at \$23,347.

I hereby certify that the above resolution was adopted on April 4, 2016, in a regular session of the Albion City Council and that this is a true copy of that resolution.

Ayes _____

Nays _____

Absent _____

Jill Domingo, City Clerk

Applicant Information

Application Number: 2016027
 Section: 01
 Applicant Agency: MDOT
 Grant Applicant: MDOT Southwest Region

Project Description

Project Name: Albion Brick Pavement Reconstruction
 Type of Work: Brick pavement reconstruction, associated sidewalk repairs, trees and grates
 Length (miles): 0.4

Project Location

County: Calhoun
 Region: Southwest
 Prosperity Region: Southwest Prosperity Region
 City/Village or Township: Albion
 Zip Code: 49224
 Route/Street Name/Facility Name: M-99 (Superior Street)
 Project Limits (use nearest cross streets): Ash Street to Vine Street
 Physical Reference: 1296305, 1296505
 MPO (Metropolitan Planning Organization): Rural
 TMA (Transportation Management Area): Not in TMA area

Legislative Information

State Senator: Mike Nofs (19)
 State Representative: John Bizon (62)
 U.S. Representative: Justin Amash (3)

Project Category

Historic preservation and rehabilitation of historic transportation facilities

Contacts

Prefix Contact Type	Name Title	Phone Organization	Cell	Email
Mr Application Preparer	Darrell Harden Transportation Planner	(269) 337-3134 MDOT Southwest Region	(269) 998-6632	HardenD1@michigan.gov
Mr Contact Person	Michael Vought Transportation Engineer	(269) 337-3914 MDOT Southwest Region		voughtm@michigan.gov
Dr Chief Administrative Official	Sheryl Mitchell City Manager	(517) 629-7172 City of Albion		smitchell@cityofalbionmi.gov
Mayor Chief Elected Official	Joe Domingo Mayor	(517) 629-8481 City of Albion		none@none.com

Narrative

1. In a brief narrative, describe the proposed work and how the project will benefit the affected community(ies):

The brick M-99 highway is the centerpiece of historic downtown Albion. Over time, the brick pavement -- last repaired in 1992 -- has fallen into disrepair, in no small part because the base (built in 1949) is failing. To correct this, MDOT is reconstructing the brick section of M-99. Along with the project, MDOT will be installing curb extensions at key intersections, reducing the number of lanes from 4 to 3 (likely -- still in evaluation), and replacing the trees with varieties more suited to the historic district, along with tree grates surrounding the trees.

The community will benefit from all of these features. Pedestrians will enjoy safer crossings and calmer traffic as a result of the curb extensions. The replacement of trees -- which would have to be removed as a result of construction -- will enhance the character of the downtown, and the new tree grates will help ensure accessibility in the downtown area. M-99 is the major north-south road through downtown Albion, and is a major contributing factor to the historic district itself. Repairing the brick roadway will ensure that the road serves its users for years to come, and that this community centerpiece is a showcase for the community for generations.

2. Describe how this project is competitive for funding:

The road itself is a historic feature, and further contributes to the National Register-listed (1997) historic district. The SHPO considers the district to be one of the most significant in southern Michigan, and M-99's brick pavement is a key component, particularly given that it is, per the SHPO, "one of the few remaining brick trunklines in Michigan." This historic character makes the brick pavers competitive for grant funding. The remaining elements -- tree grates, trees, and sidewalks -- contribute to pedestrian safety and traffic calming features of the project.

MDOT Southwest Region is soliciting funding only for the elements listed below, which constitute roughly 20% of the project construction cost. While some of the remaining elements, including some of the base repairs beneath the brick, are eligible for funding, the region is limiting its request out of respect for the size of the request and the impact on the overall TAP budget.

NOTE: Sigrid Bergland gathered much of the information that is reflected in this section of the narrative.

Documents

Document	Document Type	Description	User	Date
1	Photograph	Compiled Field Photography within Project Limits	hardend1	01/21/2016
2	Engineer's Estimate	Cost Estimate - TAP-Related Items	hardend1	01/22/2016
3	Plan View Sketch	Plans - Typical, Construction Sheets	hardend1	02/04/2016
4	Engineer's Estimate	Engineer's Estimate - Various Elements	hardend1	02/04/2016

Budget

Participating Items of Work

Item of Work	Quantity	Unit	Unit Cost	Item Cost
Sidewalk, concrete, 6 inch	1,157.00	Sft	\$4.78	\$5,530.46
Sidewalk ramp, concrete, 6 inch	4,400.00	Sft	\$7.45	\$32,780.00
Pyrus calleryana 'Cleveland Select', 2 inch	37.00	Ea	\$350.00	\$12,950.00
Watering and cultivating, second season	1.00	LS	\$2,719.50	\$2,719.50
Site preparation	1.00	LS	\$4,532.50	\$4,532.50
Subbase, CIP	697.00	Cyd	\$15.00	\$10,455.00
Concrete Base, Nonreinf, 8 inch	756.00	Syd	\$38.00	\$28,728.00
Valley Gutter, Concrete	1,436.00	Ft	\$20.00	\$28,720.00
Tree grate	37.00	Ea	\$1,200.00	\$44,400.00
Clay brick paver, roadway	13,198.00	Syd	\$75.00	\$989,850.00
Sidewalk, concrete, 4 inch	37,850.00	Sft	\$3.62	\$137,017.00



Grant Application

Date: 02/04/2016

Page: 3 of 5

Watering and cultivating, first season	1.00	LS	\$2,201.50	\$2,201.50
Open-Graded Dr Cse, 6 inch	2,518.00	Syd	\$10.00	\$25,180.00
Total:				\$1,325,063.96

Non-Participating Items of Work:

Item of Work	Quantity	Unit	Unit Cost	Item Cost
Total:				

Participating Match Details:

Source	Type	Amount	Match Percentage
City funds	City/Village	\$23,347.27	1.76%
M funds	MDOT	\$241,665.50	18.24%
Total:		\$265,012.77	20.00%

Source of Non-Participating Funds:

Project Summary

Participating Items: \$1,325,063.96
 Non-Participating Items: \$0.00
Project Total: \$1,325,063.96

Request Summary

Grant Funds: \$1,060,051.19 80.00%
 Match: \$265,012.77 20.00%
Participating Costs: \$1,325,063.96 100.00%

Schedule

Project Type: Construction

<u>Milestones</u>	<u>Date</u>
1. Design Phase Start Date:	01/28/2015
2. Right of Way Phase Start Date:	02/01/2016
3. Project Listed on Approved TIP/STIP:	11/01/2014
4. Scheduled Let Date:	09/02/2016
5. Construction Start Date:	04/15/2017
6. Construction End Date:	10/18/2017

Will this project be paired with any future construction projects? Yes

1. Project with MDOT Management? Yes

If yes, provide the project description (type of work, dates of the proposed construction, job number, etc.)

MDOT job number 116324, M-99 from Ash Street to Vine Street, Reconstruct Brick Pavement, complete streetscape replacement. Relocate and reconstruct existing municipal utilities.

The project will be done concurrently with the other project.

The project will be done subsequent to the other project.

Additional comments about the project schedule:

Environment/Community

1. Check all that apply:

- | | | |
|---|---|--|
| <input type="checkbox"/> ROW/Construction Access Permit | <input type="checkbox"/> Recreational Lands | <input checked="" type="checkbox"/> State Historic Preservation Office Clearance |
| <input type="checkbox"/> Inland Lakes or Streams Permit | <input type="checkbox"/> Tree Removal | <input type="checkbox"/> Contaminated Sites |
| <input type="checkbox"/> Wetlands Permit | <input type="checkbox"/> Endangered Species | <input type="checkbox"/> Other |
| <input type="checkbox"/> Floodplains Permit | <input type="checkbox"/> Coastal Zone | <input type="checkbox"/> Other |

Please describe:

The historical issues are well known on this project. MDOT staff have been working closely with the SHPO to ensure that proposed elements are acceptable to SHPO.

2a. Describe the anticipated impact of the project on adjacent property owners, your efforts to inform them of the project, and responses to these efforts:

The project will require a full closure and detour. MDOT has already reached out to the city, including attending a council meeting and conducting multiple meetings with city staff. MDOT is planning many additional meetings with the community and officials, and will work closely with the community in preparing for the project and its impacts.

2b. Is property acquisition necessary? No

(Select all that apply and describe below.)

- | | | |
|--|---|--|
| <input type="checkbox"/> Donation | <input type="checkbox"/> Willing Seller | <input type="checkbox"/> Appraisal Completed |
| <input type="checkbox"/> Purchase Option | <input type="checkbox"/> Purchase Agreement | |

Please describe:

3a. How did you facilitate stakeholder engagement in the development of this project concept and what stakeholders were involved?

The primary focus of this application -- the brick pavement -- is the existing treatment. MDOT and the city expressed some interest in reviewing other options; however, any change in the pavement type was going to require at least an environmental assessment.

The MDOT proposal of a road diet was based on feedback expressed by community members -- including staff and elected officials -- during a Training Wheels class. MDOT attended a council meeting to explain the process for completing the decision regarding the road diet. That process will be completed in the spring, and will include a public meeting as well as a request for council decision. MDOT is permitting the local agency to make the final decision regarding lane layout.

3b. Describe the stakeholder input you received. How did this input help shape this project concept?

The answer to 3b is very closely related to 3a; please review the answer above.

4. If this project is identified in an adopted community, county, and/or region-wide plan, please describe (such as master plan, comprehensive plan, trail plan, downtown development plan, etc.):

5. Has your community adopted a Complete Streets policy?

Yes

a. What type of document is your policy? (Select all that apply.)

- | | | |
|--|--------------------------------------|--|
| <input type="checkbox"/> Policy | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Capital Improvement Program |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Master Plan | <input type="checkbox"/> Other |

b. How does this project support this policy?

MDOT and the City of Albion are working to include traffic calming elements and reductions to pedestrian exposure. Additionally, the proposed road diet would support the increase of multimodal options.

c. Describe what investment your community has made and/or activities you conducted to support your complete Streets policy.

The city has been investing in bicycle lanes and is developing a non-motorized plan. Additionally, the city has supported development of the portions of the Iron Belle Trail located within its boundaries.

Maintenance

1. What agency is responsible for operation and maintenance of the completed project and what source of funds will be used?

MDOT has a contract with the City of Albion for maintenance of state highways, including M-99 in the project location. As such, MDOT will pay for general roadway maintenance through our maintenance budgets. The city will maintain trees and tree grates using general fund revenues.

2. Describe anticipated maintenance needs by task. (Indicate frequency of maintenance and estimated annual cost.)

No significant maintenance of the street itself is anticipated for some time because of the new construction. That said, brick replacements will occur as needed, and will cost approximately \$x.xx per brick. The City anticipates spending approximately \$500 per year in maintaining the trees.

RESOLUTION 2016-23

**M-99 (Superior Street) Reconstruction
City of Albion Water Main Replacement**

Background: The Michigan Department of Transportation has scheduled a \$4 million reconstruction of M-99 (Superior Street) within the downtown of the City of Albion in 2017. The project includes the replacement of the bricks, concrete base, subbase, curb and gutter, storm sewer system, water main, sidewalk, and trees.

The water main located under M-99 (Superior Street) is thought to have been constructed in the 1940's and is in need of replacement. Repairs to the water main are costly and cause damage to the roadway. If replaced with the M-99 (Superior Street) reconstruction project, the water main replacement is eligible for Federal Funds.

The Michigan Department of Transportation conducted a water main relocation/replacement study and recommends that the water main be replaced as part of the M-99 (Superior Street) reconstruction project. The replacement would include the main, hydrants, and leads up to the curb stop box. The City of Albion would be responsible for 50% of the non-federal costs, approximately 10% of the total cost for design and construction (estimated at \$46,200). Billing would be based on actual costs.

Item	Estimate	City Cost (10%)
Engineering	\$25,000	\$2,500
Construction	\$380,000	\$38,000
Construction Engineering (15% of Construction cost)	\$57,000	\$5,700
Totals	\$462,000	\$46,200

Council member _____ moved, and was supported by Council member _____, to approve the following resolution.

Resolved: The City of Albion supports the Michigan Department of Transportation's recommendation to replace the water main within the project limits of the M-99 (Superior Street) reconstruction and agrees to pay 10% of the design, construction, and construction engineering costs, estimated at \$46,200. The City of Albion understand this is an estimated amount and billing will be based on actual costs.

I hereby certify that the above resolution was adopted on April 4, 2016, in a regular session of the Albion City Council and that this is a true copy of that resolution.

RESOLUTION #2016-24

**RESOLUTION TO APPROVE HOLLAND PARK GRANT APPLICATION TO
ENBRIDGE DONATION PROGRAM OF THE
KALAMAZOO RIVER COMMUNITY RECREATIONAL FOUNDATION**

Purpose and Finding: The City of Albion’s 2015-2020 Parks and Recreation Master Plan provides a guide for the continued development of public parks, recreation, open spaces, and greenways throughout the community. Holland Park and the Kalamazoo River have been identified as a priority projects. Holland Park borders on the Kalamazoo River and abuts the Albion River Trail. In order to enhance the park for residents and visitors, it is necessary for its amenities to be improved, including the resurfacing of the basketball court, along with adding lights and spectator benches. The restroom facilities require upgrades in order to be ADA compliant. The area along the riverbank has been cleared, however, the river in this section is not easily navigable due to debris and tree limbs. An organized clean up of the Kalamazoo River in this section would immensely enhance the quality of water related recreation in this area.

Council Member _____ moved, supported by Council Member _____, to approve the follow resolution.

RESOLVED, that the City of Albion authorizes the submission of a \$35,000 grant application to the Kalamazoo River Community Recreational Foundation – Enbridge Donation Program to support the Holland Park improvements to the basketball court and restroom and the Kalamazoo River Clean Up.

Date: April 4, 2016

Ayes: _____

Nays: _____

Absent: _____

I certify that this resolution was adopted by the City Council of the City of Albion on April 4, 2016.

Jill Domingo
City Clerk



**Enbridge Donation Program
Overview and Application
Kalamazoo River Settlement
Effective June 2015**

As part of the settlement of a class action lawsuit in 2015, Enbridge has established a donation fund (the "Fund") to distribute grants to organizations that benefit the local community, support public safety, encourage river recreation on the Kalamazoo River, and/or support environmental conservation efforts.

Enbridge's goals for the donation program are closely aligned with the mission of the Kalamazoo River Community Recreational Foundation (the "Foundation"). Therefore, Enbridge has provided a contribution to the Foundation in order to provide grants to eligible organizations that further the mission of the Foundation. The Foundation and the Foundation's third party administrator are administering the grants and disbursement process for the Fund.

Organizations that wish to be considered must complete and submit the attached application, along with supporting documentation required as outlined in the application.

Eligible organizations include:

1. Municipalities, public schools, and governmental or quasi-governmental agencies in Calhoun and Kalamazoo counties
2. Non-profit entities organized to improve or enhance the Kalamazoo River in Calhoun and Kalamazoo counties
3. Environmental conservation groups that support local or state efforts

If an organization is selected as a Fund recipient, it may receive from the Foundation, at the Foundation's discretion, the entire award amount, or a portion of the amount upon selection, with the remainder upon completion of the project. Recipients will be provided with reporting requirements that will be used to demonstrate that an approved project was completed as described in the original application.

Applications, supporting documentation, proof of organizational structure, and a W-9 should be submitted via mail or email to:

Mark Coscarelli
Kalamazoo River Community Recreational Foundation
c/o Public Sector Consultants
230 N. Washington Square, suite 300
Lansing, Michigan 48933
mcoscarelli@pscinc.com

Initial deadline for applications is May 2, 2017.

Questions should also be directed to Mark Coscarelli via email or at 517.371.7461.



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