



CITY OF ROOSEVELT PARK COUNCIL MEETING

AGENDA

December 16, 2024

6:15 p.m.

1. Council Work Session
2. Call to Order and Roll Call
3. Pledge of Allegiance
4. Invocation by Councilmember Crossno
5. Oath of Office- Mayor Aaron Langlois

6. Public Comment on Agenda Items
7. Approval of Consent Agenda
 - a. Regular Agenda
 - b. Minutes of December 2, 2024, Regular City Council Meeting
 - c. List of Bills

8. Unfinished Business
9. New Business
 - a. Norton Shore Fire Department Report- Chief Bob Gagnon
 - b. Earned Sick Leave Act of 2018 Act-Handbook Update Approval
 - c. Board of Review Meeting Stipend-Council Approval
 - d. MDOT Contract 24-5460- Council Approval
 - e. Mayoral Appointments to Council Committees
 - f. General Board and Commission Appointments

10. Comments from the Mayor and City Council
11. Reports from City Manager, City Attorney & Department Heads

12. Public Comment
 - Please state your name and home address
 - Please limit comments to 3 minutes per individual presentation
(City Council Rules of Procedure: 10/7/2011)

13. Adjournment

American Disability Act Compliance: For access to open meetings of the City Council and any of its committees or subcommittees, the City of Roosevelt Park will provide necessary reasonable auxiliary aids and services, to individuals with disabilities who want to attend the meeting, upon twenty-four-hour notice to the City of Roosevelt Park. Individuals with disabilities requiring auxiliary aids or services should contact the City of Roosevelt Park, City Clerk by writing or calling, 231-755-3721 or call the following: TDD: Dial 7-1-1 and request a representative to dial 231-755-3721.



City of Roosevelt Park

A Proud Community

To: Honorable Mayor and City Council
From: Jared Olson, City Manager
Date: December 11, 2024
Subject: **Monday, December 16, 2024**– CITY COUNCIL MEETING

The following is information pertaining to items on the agenda for your meeting:

COUNCIL WORK SESSION:

1. **Councilmember Work Session Request**-Attached is a written request for items to be placed on the work session agenda by Councilmember Johnson.
2. **Active Agenda Items**

COUNCIL MEETING:

- a. **Norton Shores Fire Department-Third Quarter Report**- As Norton Shores Fire Chief Bob Gagnon announced his retirement from the NSFD at the end of 2024, he requested to give a final report to the Roosevelt Park City Council. As such, the City Council is asked to authorize the attached resolution of appreciation in recognition of the over three decades of services to our communities that Chief Gagnon has shown.
- b. **Earned Sick Leave Act of 2018 -Handbook Updates** Due to a state legislative action and numerous subsequent lawsuits and state level litigation cases, the implementation of Act 338 of 2018 will officially become enacted on February 21, 2025. Staff will review the legislation, the required amendments to our operations, and the attached updated staff handbook policy for approval in order to meet the state requirement.
- c. **Board of Review Meeting Stipend-Council Approval**- As staff reviews changes and updates per the upcoming implementation of the ESTA legislation, one change that will allow reduced staff time utilization and reduced tracking is moving the Roosevelt Park Board of Review members from an hourly flat wage rate to a per meeting stipend.
- d. **MDOT Contract 24-5460- Council Approval**- The official contract between MDOT and the City of Roosevelt Park for the upcoming 2025 Maple Grove and Broadway reconstruction project has been received at City Hall. Attached is the required resolution of approval, contract 24-5460, and the bid results from the December 6th bid tabulation.
- e. **Mayoral Appointments to Council Committees**- Per the charter, appointments to standing committees are to be completed by the mayor during the second meeting of December.
- f. **General Board and Commission Appointments**- As needed annually, several boards and commissions within the City have terms that are expiring. As included in the attachment, reappointments are necessary.

If you have questions, please contact me.



**CITY OF ROOSEVELT PARK
CITY COUNCIL
MEETING MINUTES
December 2, 2024**

This meeting was called to order by Mayor Pro-Tem Sutton at 6:15 p.m.

PRESENT: Council Members: Mayor Pro-Tem Michael Sutton, Stacey Burmeister, Diane Goodman, Matt Johnson, Donald Nilson

STAFF: City Manager Jared Olson, City Attorney Brennen Gorman, City Treasurer Kate Dibble, Police Chief Shawn Bride, DPW Superintendent Ben VanHoeven

ABSENT: Mayor Aaron Langlois, Noah Crossno

UNFINISHED BUSINESS

- None

WORK SESSION

Council discussed Agenda Items:

- 2025 Meeting Dates
- 2025 Property and Liability Insurance Renewal
- Poverty Exemption Resolution 24-12
- List of Bills

Special Guests:

- None

City Treasurer Kate Dibble called the Council meeting to order at 6:35 p.m.

2024-224 ROLL CALL

City Treasurer Kate Dibble called roll call.

2024-225 INVOCATION

Council Member Goodman provided the Invocation.

2024-226 NOMINATION AND ELECTION OF MAYOR/MAYOR PRO TEM

Council Members nominated Council Member Langlois for the office of Mayor for the City of Roosevelt Park. This nomination was supported by all members. There being no further nominations for the Office of Mayor, nominations were closed.

Voting in favor of Council Member Aaron Langlois for the Office of Mayor for the City of Roosevelt Park for a term expiring November 2025.

Roll Call: 5 Ayes, 0 Nays, 2 absent (Crossno, Langlois). Motion Passes

Council Members nominated Council Member Sutton for the Office of Mayor Pro Tem for the City of Roosevelt Park. This nomination was supported by all Members.

Voting in favor of Council Member Sutton for the Office of Mayor Pro Tem for the City of Roosevelt Park for a term expiring November 2025.

Roll Call: 5 Ayes, 0 Nays, 2 absent (Crossno, Langlois). Motion Passes

2024-227

OATH OF OFFICE

City Treasurer Kate Dibble administered Oath of Office to newly elected Mayor Pro Tem: Michael Sutton.

2024-228

PUBLIC COMMENT ON AGENDA ITEMS

None

2024-229

CONSENT AGENDA

A motion was made by Council Member Burmeister to approve the consent agenda as written. This motion was supported by Council Member Goodman.

Roll Call: 5 Ayes, 0 Nays, 2 absent (Crossno, Langlois). Motion Passes

2024-230

UNFINISHED BUSINESS

None

2024-231

NEW BUSINESS

9A. 2025 Meeting Dates

Council Member Johnson moved to adopt the 2025 meeting dates as presented. This motion was supported by Council Member Goodman.

Roll Call: 5 Ayes, 0 Nays, 2 absent (Crossno, Langlois). Motion Passes

9B. 2025 Property and Liability Insurance Renewal

Council Member Burmeister moved to approve the MML Property and Liability insurance renewal for 2025. This motion was supported by Council Member Goodman.

Roll Call: 5 Ayes, 0 Nays, 2 absent (Crossno, Langlois). Motion Passes

9C. Poverty Exemption Resolution 24-12

Council Member Goodman moved to approve the Poverty Exemption Resolution 24-12. This motion was supported by Council Member Burmeister.

Roll Call: 5 Ayes, 0 Nays, 2 absent (Crossno, Langlois). Motion Passes

2024-232

COUNCIL COMMENTS

Council members shared comments.

2024-233

DEPARTMENT HEAD REPORTS

Department heads shared comments.

2024-234

PUBLIC COMMENTS

None

2024-223

ADJOURNMENT

Mayor Pro Tem Sutton moved to adjourn the meeting at 7:02 p.m. This motion was supported by Council Member Burmeister and carried unanimously.

Kate Dibble, City Treasurer

**CITY OF ROOSEVELT PARK**

A Proud Community
 900 OAK RIDGE ROAD
 ROOSEVELT PARK, MI 49441
 (231) 755-3721

COUNCIL LIST

CHECK NUMBER	VENDOR NAME	DESCRIPTION	Invoice #	INVOICE AMT
5097 (A)	WOODLAND COMMERCIAL EQUIPMENT, LLC	SCAG WINDSTORM BLOWER	POBV64012022	11,192.00
			Check Total	11,192.00
5098 (E)	ACCIDENT FUND	WORKERS COMP	1001750706	1,321.50
			Check Total	1,321.50
5099 (E)	ADVANCE AUTO PARTS	BATTERY, ENGINE TREATMENT	538243182027	56.99
		OIL, HYDRAULIC LUBE	538243381926	120.96
		TRACKLESS FUEL FILTER	538243391927	26.76
			Check Total	204.71
5100 (E)	BANK OF AMERICA BUSINESS CARD	HOLSTERS - PD	111439415144	143.94
		ICE SCRAPERS - PD	111573575589	59.82
		PARK SIGNS, FRAMES	113620339345	100.17
			Check Total	303.93
5101 (E)	BANK OF AMERICA BUSINESS CARD	2025 MME DUES - OLSON	MME2025DUES	425.00
		ELECTED OFFICIALS ACADEMY - NILSON	2025EOANILSO	260.00
		NEWLY ELECTED OFFICIALS VIRTUAL TRAINING	VIRTUALNILSO	95.00
		WATER	120224	6.48
		RETURN OF FEE	CREDIT	(71.05)
			Check Total	715.43
5102 (E)	CLASSIC STAMP & SIGNS	COUNCIL NAMEPLATE	80739	12.00
			Check Total	12.00
5103 (E)	CONSUMERS ENERGY	1000 0015 6057 936 OAKRIDGE GUL 2	206436855145	2,043.25
			Check Total	2,043.25
5104 (E)	CONSUMERS ENERGY	1000 0017 0686 3106 ROOSEVELT RD	206436855146	19.34
			Check Total	19.34
5105 (E)	CONSUMERS ENERGY	1000 0038 5011 TRAFFIC LIGHTS	206881581438	243.42
			Check Total	243.42
5106 (E)	CONSUMERS ENERGY	1030 2926 0835 49441 LED LIGHT RD	204568406568	1,945.64
			Check Total	1,945.64
5107 (E)	KENDALL ELECTRIC	CLOCKTOWER LIGHTING	S114411731.0	1,481.94
			Check Total	1,481.94
5108 (E)	WEX BANK	GAS (DPW 320.602, PD 489.291)	101241483	2,108.34
			Check Total	2,108.34
5109 (A)	BORGMAN TREE SERVICE	TREE REMOVAL/TRIMMING	4377	9,175.00
			Check Total	9,175.00
5110 (A)	CITY OF NORTON SHORES	FIRE PROTECTION - OCT-DEC	24-0005148	63,750.00
			Check Total	63,750.00
5111 (A)	EMERGENCY SERVICES LLC	LABOR - JAN	22011	800.00
			Check Total	800.00



CITY OF ROOSEVELT PARK

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900 OAK RIDGE ROAD
ROOSEVELT PARK, MI 49441
(231) 755-3721

COUNCIL LIST

CHECK NUMBER	VENDOR NAME	DESCRIPTION	Invoice #	INVOICE AMT
5112 (A)	FLEX ADMINISTRATORS, INC.	FLEXIBLE ADMINISTRATION - NOV	1253272	43.50
			Check Total	43.50
5113 (A)	KENT COMMUNICATIONS INC	MAIL COURIER SERVICES - NOV	8876-162979	140.90
		WINTER TAX BILLS	341537	684.91
		NEWLETTERS, WATER BILLS	342172	1,371.46
		COURIER FEE CREDIT	340272	(85.00)
			Check Total	2,112.27
5114 (A)	MCU CONSTRUCTION	SIDEWALKS - DURHAM	681069	6,546.00
			Check Total	6,546.00
5115 (A)	MISS DIG SYSTEM, INC.	2025 ANNUAL FEES	20250382	1,043.11
			Check Total	1,043.11
5116 (A)	MUSKEGON CENTRAL DISPATCH 911	CENTRAL DISPATCH FEES - DEC	2400002319	4,016.92
		IT SUPPORT - DEC	2400002337	447.43
			Check Total	4,464.35
5117 (A)	PARMENTER LAW	GENERAL LEGAL - NOV	286101	1,461.50
		PROSECUTIONS	286102	1,219.50
			Check Total	2,681.00
5118 (A)	REPUBLIC SERVICES # 240	WASTE REMOVAL - NOV	0240-	16,001.25
			Check Total	16,001.25
5119 (A)	VANHOEVEN, BEN	DENTAL REIMBURSEMENT	DENTAL1224	234.40
			Check Total	234.40
5120 (A)	WEST MICHIGAN UNIFORM	DPW UNIFORM CLEANING	5874675	50.00
		DPW UNIFORM CLEANING	5876428	50.00
			Check Total	100.00
5121 (A)	WINDEMULLER	TRAFFIC SIGNAL MAINTENANCE - NOV	239757	368.40
			Check Total	368.40
38468	ASHLEY IRRIGATION	WINTERIZATION - PARKS	14377	949.00
			Check Total	949.00
38469	CITY OF MUSKEGON	BACKHOE REPAIRS	24-0010500	840.08
			Check Total	840.08
38470	CITY SEWER AND DRAIN	SEWER LINE CLEANING - SENIOR MILLAGE 311	14374	325.00
			Check Total	325.00
38471	HARBOR LEASING	831 W. SUMMIT DDA FACADE GRANT	831WSUMMIT	13,901.44
			Check Total	13,901.44
38472	MUSKEGON COUNTY CLERKS' ASSOC.	MUSKEGON COUNTY CLERKS DUES - 2025	2025DUES	30.00
			Check Total	30.00
			Report Total	144,956.30



Agenda Item __WS_____

**CITY OF ROOSEVELT PARK
CITY COUNCIL
WORK SESSION
December 16, 2024**

Item: Councilmember Request	Date: December 16, 2024
Summary: Attached is a written request from City Councilmember Johnson to have an item of discussion placed on the work session agenda.	
Signature:	Title: City Manager

From: [Matt Z. Johnson](#)
To: [Jared D. Olson](#)
Subject: Agenda Items
Date: Tuesday, December 10, 2024 4:22:13 PM

Hi Jared,

For our next work session agenda please include the following two discussion items:

1) The recent recount of the Drain Commissioner race found that Roosevelt Park's election process for in-person voting closed correctly and was re-countable. However Roosevelt Park's AV ballots were not re-countable. What failed in the process to render our absentee ballots not re-countable?

2) For purposes of transparency and community engagement, we should livestream our City Council Meetings.

Thank you,
Matt



**CITY OF ROOSEVELT PARK
CITY COUNCIL MEETING
December 16, 2024**

Item: Oath of Office-Mayor Aaron Langlois	Date: December 16, 2024
Summary: As Councilmember Aaron Langlois was elected Mayor by the City Council during the regularly scheduled December 2 nd meeting, the formal Oath of Office needs to be administered.	
Financial Impact: None	
Recommendation: Perform the Oath of Office.	
Signature:	Title: City Manager



**CITY OF ROOSEVELT PARK
CITY COUNCIL MEETING
December 16, 2024**

Item: Norton Shores Fire Department-Third Quarter Report	Date: December 16 th , 2024
Summary: Norton Shores Fire Chief Robert (Bob) Gagnon has announced his formal retirement from the Norton Shores Fire Department at the beginning of the 2025 year and thus he will be providing his final formal report to the board and highlight the third quarter NSFD report as attached. Chief Bob wanted to also thank the City and Council for a strong and constantly respectful working relationship between the organizations. Chief Bob will be retiring after over three decades of service to our community.	
Recommendation: Move to approve the City of Roosevelt Park Resolution 24-13 in appreciation and recognition of exemplary service and dedication to the City of Roosevelt Park by Norton Shores Fire Chief Bob Gagnon.	
Signature:	Title: City Manager



Resolution 24-13

A Resolution Honoring and Recognizing Fire Chief Robert Gagnon for His Outstanding Service and Dedication to the Roosevelt Park Community

WHEREAS, Chief Robert Gagnon faithfully served the Norton Shores Fire Department for over three decades, demonstrating exceptional leadership, professionalism, and unwavering dedication to the safety and well-being of the community; and

WHEREAS, during his tenure, Chief Gagnon played an instrumental role in the growth and advancement of the Norton Shores Fire Department, enhancing its capacity to serve both residents and businesses through improved infrastructure, training, and community engagement initiatives; and

WHEREAS, his commitment to fostering partnerships and collaboration within our region has been a cornerstone of his leadership, ensuring that both Norton Shores and neighboring communities like Roosevelt Park benefit from a safer and more resilient environment; and

WHEREAS, Chief Gagnon has been a steadfast protector of the public, prioritizing innovation in firefighting techniques and emergency response systems, as well as supporting the professional development of his team; and

WHEREAS, the City of Roosevelt Park recognizes and celebrates Chief Gagnon’s distinguished career and his lasting contributions, which have left an indelible mark on the safety, security, and quality of life of our community:

NOW, THEREFORE, BE IT RESOLVED, that the Roosevelt Park City Council hereby expresses its deepest gratitude and heartfelt appreciation to Fire Chief Gagnon for his 30 years of exemplary service and dedication; and

BE IT FURTHER RESOLVED, that the City of Roosevelt Park wishes Chief Gagnon a fulfilling and well-deserved retirement, filled with joy, health, and the knowledge that his contributions have profoundly impacted countless lives.

Moved by _____ and seconded by _____, and thereafter adopted by the City Council of the City of Roosevelt Park, at a regular meeting held on the 16th day of December in the year 2024 at 6:15 p.m.

RESOLUTION DECLARED ADOPTED.

YEAS: _____

NAYS: _____

ABSTAIN: _____



Norton Shores Fire Department

**QUARTERLY REPORT
ROOSEVELT PARK
July-September
2024**



Protecting Your Future



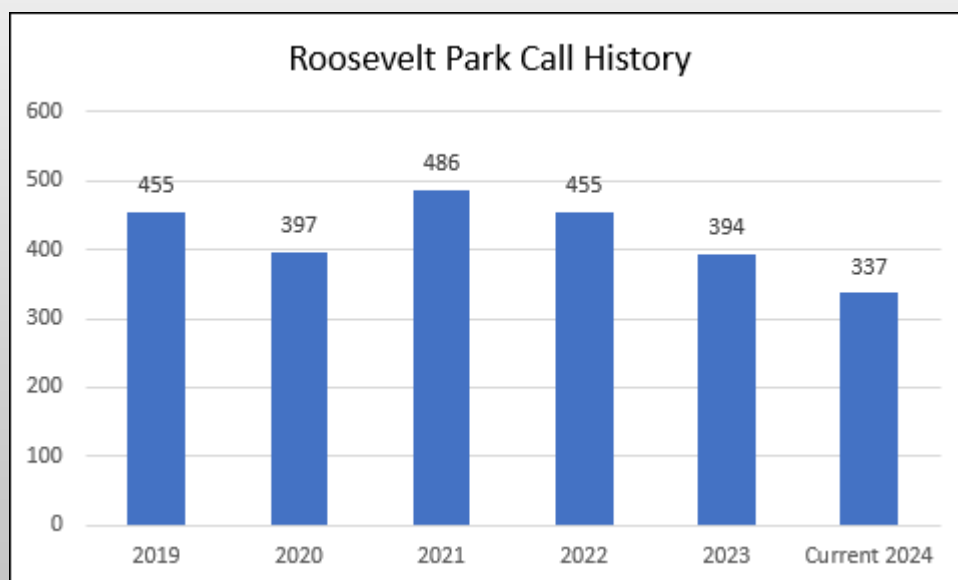
Administration

Chief Robert Gagnon

The information contained in this quarterly report serves as a representation of the hard work and dedication put in by the men and women of the Norton Shores Fire Department. Their commitment to the City and our Department helps to make it possible to achieve our overall mission which is *Protecting your Future.*

Quarterly Stats

- **863** Calls for Service the NSFD responded to
- **114** Calls for Service in Roosevelt Park
- **51** Training Sessions were held and consisted of
 - Water Supply
 - Fire Streams
 - 462 Checkout
 - Driver's Training
 - 443 Checkout
 - Aerial Operations
 - 472 Checkout
 - Extrication
 - Make-up Trainings
 - Monthly Team Trainings
 - Elective/Shift Trainings
- **1** Freedom of Information Act (FOIA) request was fulfilled
 - 3021 Eastland Rd





Administration

2871 Eastland
Vehicle vs House



Hunter's Safety Event
First Aid Training

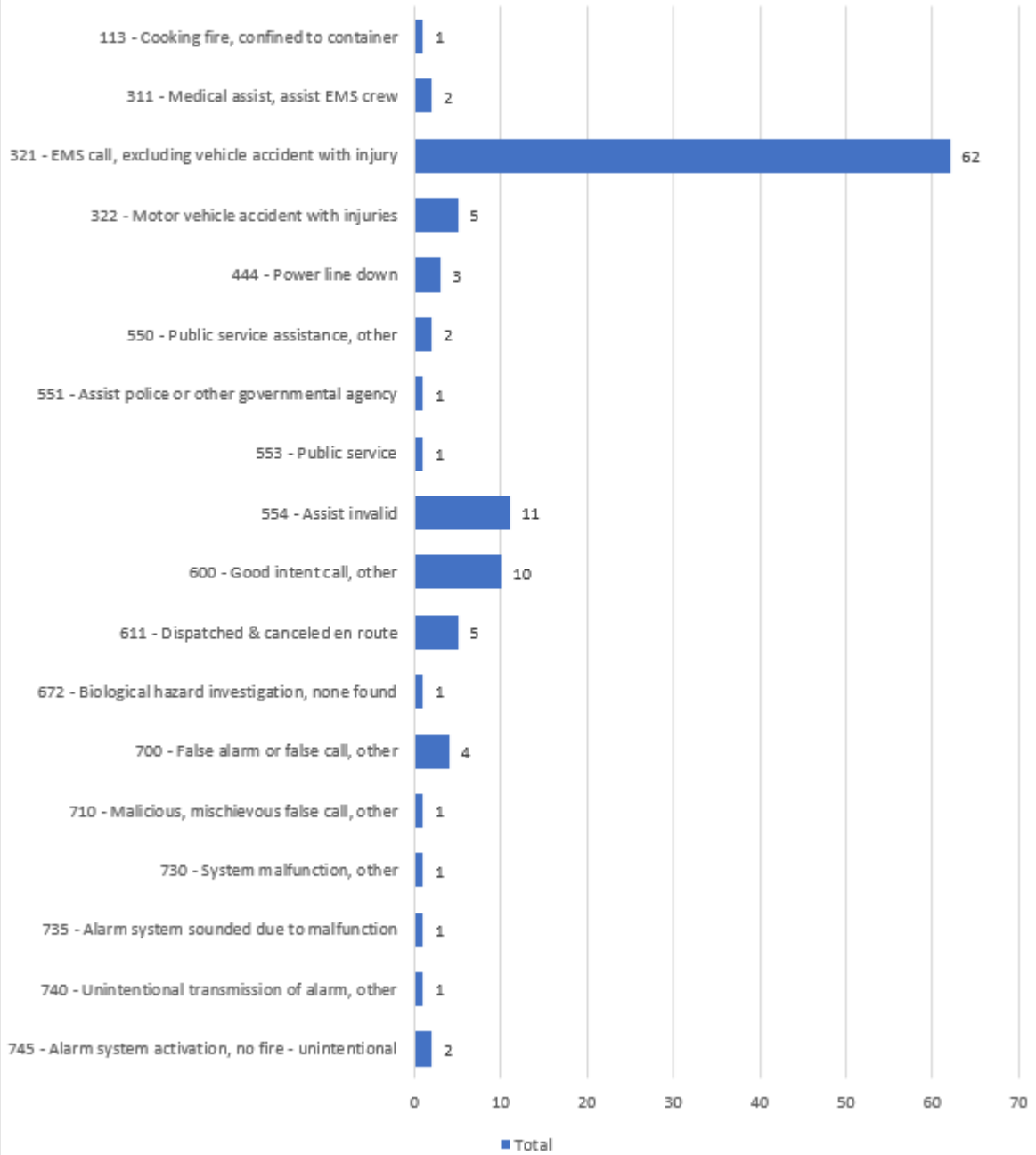


Muskegon Air Show
Medical & ARFF Coverage



CALLS BY INCIDENT TYPE - ROOSEVELT PARK

7/1/2024 - 9/30/2024





PERSONNEL TRAINING FOR THE QUARTER:

Water Supply

There are many ways firefighters can acquire water for fire situations. Each method has a proper use to do it safely and effectively. Training on these methods is essential.

Fire Streams

Directing a proper fire stream for the type of fire we are handling is necessary for the effective mitigation of that fire. Our firefighters regularly practice the techniques to be prepared when needed.

Victim Rescue

Firefighters are always prepared to rescue someone trapped in a structure that is on fire. This rescue requires intense training, as well as an understanding of the conditions that surround the rescue. Honing these skills is a never-ending job.

Wildland Firefighting

One of the toughest types of fires to mitigate, wildland fires, present very unique challenges that firefighters must prepare for. Our spring through winter seasons are always potentially dangerous times, and we train to be ready.

Thermal Imager Use

There are many ways a thermal imager camera can be deployed for use in the fire service. We regularly exercise through a variety of these situations so we are ready to use the cameras effectively when needed.

Driver's Training

Driving a fire apparatus is much different than driving a personal vehicle. Along with it comes the responsibility of driving in emergency conditions. This is a responsibility we take very seriously and regularly refresh on current laws and proper driving procedures.



PERSONNEL TRAINING FOR THE QUARTER:

Aerial Operations

The use of an aerial device has critical procedures needed for safe and effective deployment. Our personnel refreshes on these skills often.

Vehicle Stabilization

Utilizing our specialized equipment, we practice stabilizing vehicles that are either on their roof or their side, in order to safely access the patients inside.

Pneumatic Lift Bags

In some rescue situations, pneumatic lift bags, or airbags, are needed to lift something heavy from a patient. Airbags allow us to do so in a very safe and controlled way and can do so in difficult locations.

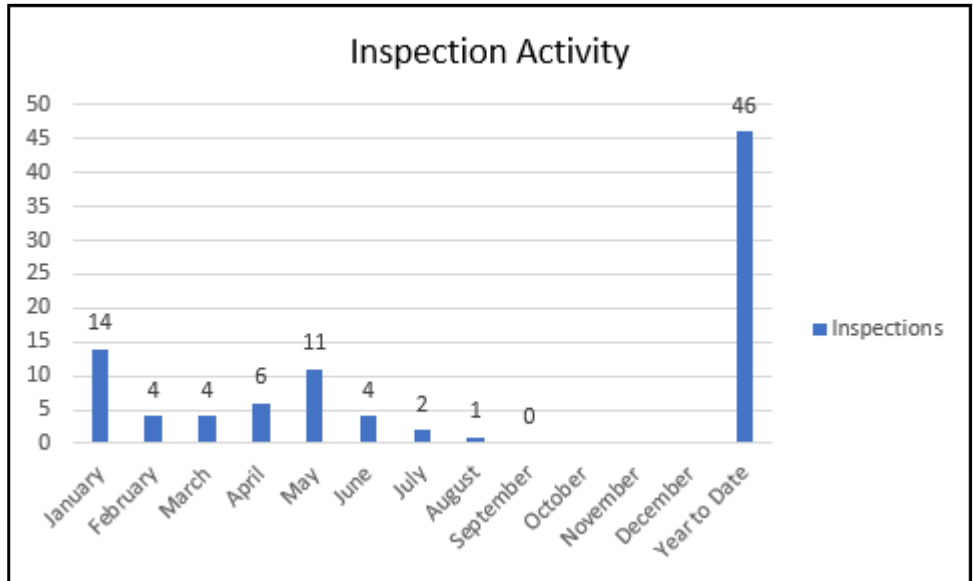
Vehicle Extrication

To safely access a patient following a traffic accident, we sometimes need to use extrication equipment to remove the vehicle from around the patient. Knowing how and where to cut into a vehicle is essential to successful patient care.



Fire Prevention Bureau

Fire Marshal Derek Hall



FIRE INSPECTIONS/SITE VISITS

July-September

- July (2) (1)
- August (1) (0)
- September (0) (0)

Fire Inspections	3
Site Visits	1
Re-inspections	0
Total Inspections	3
Lids only for Lock Boxes	0
Lock Boxes	0

SMOKE ALARM INSTALLS

July-September (3)

FIRE INVESTIGATIONS

Roosevelt Park
0

Muskegon County
1

PUBLIC EDUCATION EVENTS

(2)



Social Media Monthly Data: Norton Shores Fire Dept.



@nortonshoresfd



@nortonshoresfire

NSFD Facebook	
Followers	8,507
Total People Reached	54,357
Total Reactions, Comments, and Shares	1,700

NSFD Instagram	
Followers	495
Total People Reached	31
Total Interactions	13

Norton Shores Fire Department
Published by Don Vanderkooi
September 23 at 7:09 PM

NOTICE: Full-Scale Emergency Exercise at Muskegon County Airport (MKG)

On Tuesday, **September 24, 2024, from 8:00 AM to 12:00 PM**, Muskegon County Airport will conduct a full-scale emergency exercise. **This is only a drill—not an actual emergency.**

During this time, you may see emergency vehicles, smoke, fire, and hear sounds typical of an emergency response. Do not be alarmed—this exercise is a planned training event to ensure our emergency responders are fully prepared for... See more

Norton Shores Fire Department
Published by Don Vanderkooi
August 17

Fire Incident Alert

On August 17, 2024, at approximately 3:34 PM, Norton Shores Fire Department assisted Muskegon Heights Fire Dept., along with the City of Muskegon Fire responding to reports of smoke coming from a building located at 80 E Norton Ave, the site of the former Club Fantas.

Multiple callers reported heavy smoke, with no flames initially visible. Firefighters from Norton Shores and the City of Muskegon Heights quickly arrived and confirmed a working fire.... See more

Norton Shores Fire Department
Published by Stacy Stehouwer
August 16

Deadline: August 28, 2024
Go to: <https://nortonshores.org/index.asp...> to apply.

We are hiring for the position of Part-Time Firefighter

Accepting applications until **Wednesday, August 28th at 5:00**

We are looking for motivated, hard-working, community-oriented people to serve our city and surrounding areas.

- No experience necessary, training will be provided
 - 18 years of age or older
 - High school diploma or equivalent
 - Valid drivers license
- Must be physically capable of completing the demands of the work outlined in the job description

Please see the City's website <https://nortonshores.org/employment> for additional information on the job requirements. If you are interested in joining one of our finest Fire Departments in Michigan, you must complete and submit a City Employment Application.

The City of Norton Shores is an Equal Opportunity Employer (EOE).

Top Facebook Posts:	Reach	Likes and Reactions	Comments	Shares
9/23/2024: NOTICE: Full-Scale Emergency Exercise at MKG	22,612	170	1	99
8/17/2024: Fire Incident Alert: 80 E Norton Ave.	18,291	106	17	10
8/16/2024: We are Hiring Announcement!	5,211	41	0	30
8/28/2024: Hiring: Today is the last day to turn in applications	2,711	23	0	10
9/10/2024: Did you Know? Firefighters are first on scene for medicals	2,528	148	11	7

Media Coordinator

RETIREMENT *Party*



Fire Chief Robert Gagnon

*Please join us for a farewell
reception honoring Chief
Gagnon's achievements,
contributions, and lasting
impact on the
Norton Shores Fire Department.*

Thursday
December 19th

4 PM - 7 PM
(Open House Style)

Presentations will start at 6:00 pm



The Folkert Community Hub
640 Seminole Rd,
Norton Shores, MI 49441



**NORTON
SHORES**
IT'S IN OUR NATURE.



CITY OF ROOSEVELT PARK CITY COUNCIL MEETING December 16, 2024

Item: Earned Sick Time Act of 2018-Policy Adoption	Date: December 16, 2024
<p>Summary: As the implementation of the 2018 Earned Sick Time Act (ESTA) will begin statewide in the coming months, including within the Roosevelt Park organization, staff has updated the current employee manual as attached to reflect the needed changes.</p> <p>Some highlights of the new act include the following.</p> <ul style="list-style-type: none">• Applies to all employers in Michigan with 1 or more employees, except for those employed by the United States Government.• Includes salaried (both exempt and non-exempt) and full and part-time hourly workers.• Employees accrue sick time at a minimum rate of 1 hour for every 30 hours worked.• Businesses with 10 or more employees must allow at least 72 hours of paid sick time per year to be used to the extent the leave is accrued.• All unused earned sick time carries over from year to year; however, an employer is not required to permit an employee to use more than the annual allowed maximum time (paid or unpaid) in a 12-month period.• Employees do not need to be paid for accrued earned sick time at separation under the ESTA unless it is pursuant to other written policy or contract.	
<p>Recommendation: Move to approve the changes as presented within the Roosevelt Park Employee Manual in relation to the upcoming implementation of the 2018 Michigan ESTA law.</p>	
Signature:	Title: City Manager



Michigan Department of Labor & Economic Opportunity

Wage and Hour Division

PO Box 30476

Lansing, MI 48909-7976

REQUIRED POSTER



GRETCHEN WHITMER
GOVERNOR

SUSAN CORBIN
DIRECTOR

GENERAL REQUIREMENTS – EARNED SICK TIME ACT*

Your employer's 'year' for the purposes of the Earned Sick Time Act is: _____

Earned Sick Time Accrual

Number of Employees	Minimum Accrual	Minimum Paid Sick Time	Unpaid Sick Time
Less than 10 employees	1 hour for every 30 hours	40 hours in a year	32 hours (if more than 40 accrued)
10 or more employees	1 hour for every 30 hours	72 hours in a year	

- Earned sick time shall carry over from year to year, a business with less than 10 employees is not required to permit an employee to use more than 40 hours of paid earned sick time and 32 hours of unpaid earned sick time in a single year, employers with 10 or more employees are not required to permit an employee to use more than 72 hours of paid earned sick time in a single year.
- Earned sick time shall begin to accrue on the effective date of this law, or upon commencement of the employee's employment, whichever is later.
- An employee may use accrued earned sick time as it is accrued.
- An employer is in compliance with the act if it provides any paid leave in at least the same amounts as that provided under this act that may be used for the same purposes and under the same conditions provided in this act and that is accrued at a rate equal to or greater than the rate described in subsections (1) and (2) of Section 3 of the act. Paid leave includes, but is not limited to, paid vacation days, personal days, and paid time off.

Earned Sick Time Uses

An employer shall permit an employee to use the earned sick time accrued for any of the following:

- The employee's or the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.
- If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
- For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
- For closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease.
- An employer shall not require an employee to search for or secure a replacement worker as a condition for using earned sick time.

Exercise of Rights

- An employer or any other person shall not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this act.
- An employer shall not take retaliatory personnel action or discriminate against an employee because the employee has exercised a right protected under this act. "Retaliatory personnel action" means any of the following:
 - Denial of any right guaranteed under this act.
 - A threat, discharge, suspension, demotion, reduction of hours, or other adverse action against an employee or former employee for exercise of a right guaranteed under this act.
 - Sanctions against an employee who is a recipient of public benefits for exercise of a right guaranteed under this act.
 - Interference with, or punishment for, an individual's participation in any manner in an investigation, proceeding, or hearing under this act.
- An employer's absence control policy shall not treat earned sick time taken under this act as an absence that may lead to or result in retaliatory personnel action.

Complaint Filing

An employee affected by an alleged violation, at any time within 3 years after the alleged violation or the date when the employee knew of the alleged violation, whichever is later, may do any of the following:

- Bring a civil action for appropriate relief, including, but not limited to, payment for used earned sick time; rehiring or reinstatement to the employee's previous job; payment of back wages; reestablishment of employee benefits to which the employee otherwise would have been eligible if the employee had not been subjected to retaliatory personnel action or discrimination; and an equal additional amount as liquidated damages together with costs and reasonable attorney fees as the court allows.
- File a claim with the department, which shall investigate the claim. Filing a claim with the department is neither a prerequisite nor a bar to bringing a civil action.

*For precise language of the statute, see Public Act 338 of 2018, as amended



CITY OF ROOSEVELT PARK

PERSONNEL MANUAL

CITY OF ROOSEVELT PARK PERSONNEL MANUAL

INTRODUCTION

The City of Roosevelt Park recognizes that the well-being of its employees is essential to the maintenance of a high standard of operation. The City takes pride in the abilities and accomplishments of its employees.

You and your co-workers are a team whose objective is to provide citizens of this community with the finest and most economical services available.

The policies and procedures set forth in this Manual apply to all employees of the City and are intended to establish an efficient, equitable and functional system of personnel administration. Some City employees are members of a union bargaining unit and accordingly are subject to the terms of their union's Collective Bargaining Agreement. Should any terms or conditions stated in this Manual conflict with the terms and conditions of such an Agreement, then the Agreement shall control.

This Manual is not to be construed as creating a contract for employment between the City and any applicable employees. Instead, it continues the current policy of at-will employment. These rules may be changed from time-to-time, as the City Council feels appropriate. No representative of the City, other than the City Council, has the authority to enter into any agreement for a specific period of time or make any agreement contrary to the foregoing.

SECTION 1: ADMINISTRATION

Section 1.01: Objectives

1. This Personnel Manual provides guidelines, policies, procedures, and work rules to encourage courteous and dependable services to City residents and assist the City in recruiting and retaining competent and dependable employees.
2. If any portion of this Manual becomes ineffective due to changes in; Federal Law, Michigan Compiled Law, City Ordinance or Resolution, the remaining portions of the Manual shall remain in effect and in full force.
3. Any prior memorandum, precedent, or other written documents in conflict with these policies and procedures are hereby repealed. All oral statements: past, present, and future, in conflict with these policies and procedures are invalid.

Section 1.02: Definitions

The following words and phrases when used in this manual have the following meaning unless otherwise clearly indicated in context:

A.D.A. Americans with Disabilities Act

ANNIVERSARY DATE: The date an employee begins full-time regular work in a particular position. An employee's anniversary date will change upon promotion, transfer or upon discontinuation of employment other than an authorized leave.

AT-WILL EMPLOYMENT: The employment relationship for all employees not covered by a collective bargaining agreement, such that they may be terminated at any time, with or without cause or notice.

CLASSIFICATION: A group of positions with similar or equal duties, responsibilities and pay ranges.

DEMOTION: A voluntary or involuntary change in the rank of any employee from a position in one class to a position in another class having a lower pay grade.

DISMISSAL: An employee's involuntary separation from employment at the City's direction.

DRUG ABUSE: The use of any controlled substance, narcotic, hallucinogen; except as prescribed in treatment by a licensed physician or dentist.

EARNED SICK TIME ACT: Act 338 of 2018 establishes the minimum paid sick time accrual amounts, usage and rights thereof for employees, also referred to as ESTA.

EMERGENCY: As it relates to City operations, an unforeseen circumstance beyond the control of the municipality that either (a) presents a real, immediate threat to the proper performance of essential functions of the City; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

EMPLOYEE: Any person holding a position in the City service.

EXEMPT EMPLOYEE: A City employee who because of his/her duties and responsibilities is exempt from the overtime provisions of the Fair Labor Standards Act.

FAIR LABOR STANDARDS ACT (FLSA): A Federal law enacted in 1938, which sets minimum wage, overtime pay, equal pay, recordkeeping, and child labor standards for employers.

FAMILY MEDICAL LEAVE ACT (FMLA): A Federal law enacted in 1993, which provides for up to 12 weeks of unpaid leave per year to qualified employees for the birth or adoption of a child, to care for a spouse or immediate family member with a serious health condition, or when unable to work due to a serious health condition.

FULL-TIME EMPLOYEE: An employee who has completed his/her designated probationary period and who occupies a full-time position.

IMMEDIATE FAMILY: An employee's father, mother, spouse, son, daughter, stepson, stepdaughter, father-in-law, mother-in-law, stepfather, stepmother, brothers, sisters, and grandchildren.

INSUBORDINATION: Refusal to obey an order issued by an employee's supervisor which is in the scope of the employee's job-related duties.

NON-EXEMPT EMPLOYEE: A City employee who because of his/her duties and responsibilities and salary is not exempt from the overtime provisions of the Fair Labor Standards Act. A non-exempt employee must receive the minimum overtime compensation as provided by FLSA.

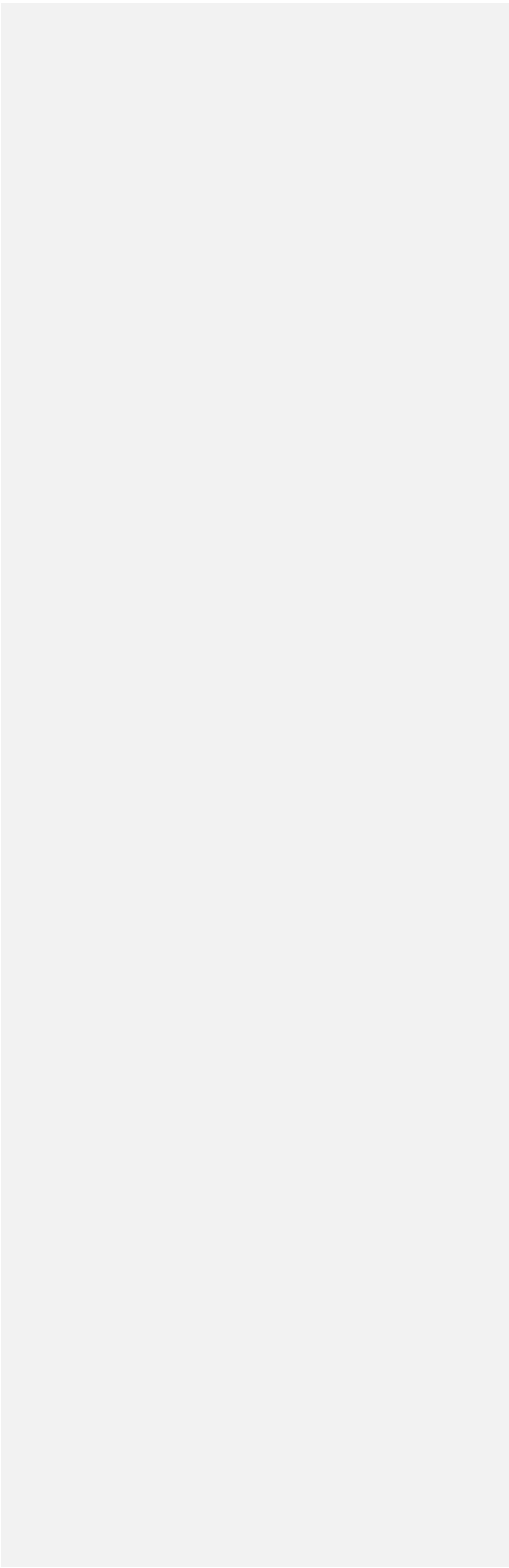
OUTSIDE EMPLOYMENT: Employment of any kind engaged in by a City employee for whom compensation is received from a source other than the City.

PART-TIME EMPLOYEE: An employee who has completed his/her designated probationary period and who occupies a regular part-time position working no more than 36 hours per week.

~~PART-TIME POSITION: A group of duties and responsibilities requiring the part-time employment of one (1) person on a regular schedule throughout the year.~~

POSITION: An employment opportunity funded by the City Council in the annual budget may

be full or part-time, temporary, or permanent, occupied, or vacant.



PROMOTION: Any change in position of an employee to a position having a higher pay rate and added responsibilities.

RECLASSIFICATION: The movement of an employee to a different class because of a change in duties and responsibilities.

RESIDENT: A person whose primary residence lies within the corporate limits of the City of Roosevelt Park.

RESIGNATION: The voluntary separation from employment with the City, by an employee.

RETIREMENT: The status of an employee that has voluntarily stopped *working for the City*, upon reaching a determined age when the requirements of the City's retirement system are met.

SENIORITY: A status of higher standing and greater privilege attained by length of continuous employment.

SUSPENSION: The temporary removal, without pay, of an employee from his/her designated position.

SUPERVISOR: Employees with authority to assign, direct, and review the work of subordinates.

TARDINESS: Arriving at or reporting to work after the usual, proper, or appointed start time.

TEMPORARY EMPLOYEE: An employee who occupies a temporary or seasonal position for 5 months or less of consecutive employment.

TERMINATION: A complete separation from municipal employment resulting from discharge, resignation, retirement, or death.

Section 1.03: Management Rights

The City maintains the right to direct operations of the City, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management, including but not limited to the following:

1. To manage and direct employees; including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline employees.
2. To determine the size, composition, and duties of the work force; to establish work schedules, including the hours of work; to establish, modify, consolidate, or abolish positions; and to determine staffing issues, including but not limited to the assignment of employees, duties to be performed, required qualifications and work areas.
3. To determine the standard of quality and performance to be maintained.

4. To promulgate and enforce employment rules and regulations.
5. To determine the City's goals, objectives, programs, and services and to utilize City employees to meet these purposes.
6. To determine and implement necessary actions in emergency situations.

Section 1.04: Classification of Positions

A request for reclassification may be originated by an employee or by his/her supervisor. Such request may be initiated if it is believed that the existing classification does not reasonably describe the duties and responsibilities of work actually being performed. Such requests for reclassification are considered to be justified. The request shall first be submitted to the department head, who shall forward the request, along with his/her recommendation, to the City Manager. The City Manager shall conduct such investigation as he/she deems proper and shall then approve or deny the request.

A description of certain duties shall not be interpreted to exclude others not mentioned that are of similar kind and level. Qualifications expected of all incumbents of positions, such as a valid driver's license if the position requires driving, satisfactory physical condition, physical ability which in the opinion of the City's physician would not prohibit him/her from performing essential job functions, honesty, sobriety, courtesy, and industry, shall be deemed to be implied in the qualification requirements of each class, even though not specifically mentioned.

A. Employee Categories:

1. Full-time employees

Full-time employees are scheduled to work at least 40 hours per week. Full-time employees are eligible for City benefits as approved by City Council.

2. Part-time employees

Part-time employees are scheduled to work no more than 36 hours per week and ~~are~~ are ~~eligible for paid earned sick time as required by ESTA~~ not eligible for City benefits. A part-time employee who becomes a full-time employee will have seniority and benefits based on the date the employee becomes full-time.

3. Temporary Employees

Temporary employees are scheduled to work any number of hours up to and including full-time for no more than a five (5) month fixed period of time. Temporary employees are eligible for paid earned sick time as required by ESTA ~~shall receive wages only and~~

are not eligible for City benefits. A temporary employee who becomes a full-time employee will have seniority and benefits based on the date the employee becomes full-time.

4. Exempt Employees

Exempt employees are those employees who, by the nature of the work they perform, are exempt from the overtime provisions of the Fair Labor Standards Act. Supervisors and managers are considered exempt. Employees within this category regularly work hours outside the traditional City Hall hours of operation and thus flexible scheduling is appropriate. Exempt employees are generally paid a salary and are not paid for overtime worked.

5. Nonexempt Employees

Nonexempt employees are those who, by the nature of the work they perform, are covered by the Fair Labor Standards Act. Nonexempt classified employees receive overtime payment for work in excess of forty (40) hours per week. All overtime work must receive prior approval. Nonexempt employees may be paid by hourly rate or by salary. If paid by salary, all overtime hours must be paid at one and one-half times the hourly rate.

All the above categories are eligible for Worker's Compensation Insurance.

Section 1.05: Records and Reports

A. Personnel Forms

The City Manager shall prescribe standard forms for all personnel records.

B. Leave Records

The City Treasurer shall maintain all employee personnel records. The Treasurer shall also maintain a computer leave record for each City employee: (1) annual vacation earned, used and unused; (2) sick leave earned, used and unused; and (3) personal days, any other days with or without sick pay.

C. Official Roster

The City Treasurer shall maintain records of all employees. Records include employee's name, current address, title of position, salary rate, changes in status, transfer, and other pertinent data. A change in the employee's personal information should be reported to the department head who must inform the Treasurer.

D. Records on Personnel

Personnel files and information shall be confidential to the extent as allowable by law. Each employee's central City personnel file will contain only such information as needed to conduct business or as required by law. This information will include, but is not limited to:

- Application form and employment forms
- Payroll information
- Performance appraisals
- Disciplinary records
- Educational achievements, training records, commendations, etc.

The following is a list of exceptions to the disclosure of personnel records under the Freedom of Information Act:

- Medical records, including worker's comp claims and other references to the physical or mental condition of said employee.
- Records on adoption, probation, or parole.
- Trial records.
- Confidential law enforcement investigatory records.

Each employee is allowed to inspect his/her personnel records. A written request to do so should be directed to the City Manager, who will schedule a time for inspection that is convenient for both the employee and the City Manager or his/her designee.

All requests from sources outside the City for personnel information concerning applications for employment, current employees, and former employees shall be directed to the City Manager or his/her designee. The following information may be released without first obtaining the consent of the individual involved:

- Employment dates
- Position held
- Wage and salary information
- Location of job site

The individual will then be notified as to the nature of the inquiry.

Section 1.06: Social Security Policy

A. Purpose

The purpose of this policy is to set forth the procedures for maintaining records containing employee social security numbers and limiting access to the information. The policy applies to full time and part time workers (hereinafter referred to as employees) employed by the City of Roosevelt Park and applies to all elected officials. The policy is being adopted in accordance with the requirements of the Social Security Privacy Act, 2004 PA 454.

B. Scope

This policy applies to all full-time employees, part time employees and elected officials. The only person who shall have access to the files containing social security numbers for employees and prospective employees is the City Treasurer who is responsible for personnel records. In addition, this policy applies to the Police Department which obtains social security numbers from individuals on occasion for purposes of a background investigation.

C. Records Policy

Final records shall be kept in accordance with Federal and State retention regulations. Access to records will be limited to only those with a legitimate business need and in accordance with all Federal and State privacy regulations. Records may be stored in any format, electronic or hard copy based on the City's discretion. Records in all formats will be secured. Hard copy records containing confidential information shall be disposed of in compliance with all applicable privacy laws.

D. Penalties

Failure of any employee to follow this policy shall be grounds for disciplinary action by the City Manager including dismissal. Failure of an elected official to follow this policy shall be considered misconduct in office under the provisions of the Charter and will be dealt with by the City Council.

SECTION 2: EMPLOYMENT

Section 2.01: Hiring and Probation

A. Hiring:

The City will attempt to select the candidate it determines is the most qualified candidate for any position. Openings will normally be posted internally for a period of five (5) working days. Notices of employment opportunities or position openings shall also be posted in a publication of general circulation within the City or on an employment web site.

1. The City will not discriminate against any employee or candidate for employment in any manner which would violate any Federal or State law because of race, color, religion, sex, marital status, national origin, age, or physical or mental handicap unrelated to job requirements. Preference may be extended to current employees and residents when qualifications and test scores are equal.
2. In making a selection from among candidates to City vacancies, the City may use written, oral or performance tests, an evaluation of training and experience, or any combination of these. Investigations of character, personality, education, experience, or physical fitness may also be made as deemed appropriate.

3. Following a conditional offer of employment an applicant may be required to take a psychological and/or physical exam to determine fitness to perform the essential functions of the job. The City also requires all applicants for full-time employment be tested to determine the presence of illegal drugs, controlled substances, or alcohol.

B. Probationary Period

1. The probationary period is an integral part of the employment process. The probationary period provides all new and promotional employees an opportunity to demonstrate the ability to perform the requirements of the position for which he has been hired or promoted. This period is used to closely observe an employee's work.
2. The first six months of service in a position to which an employee has been appointed, promoted, re-employed or re-instated under the provisions of these rules shall constitute the probationary period. The City retains the right to terminate a new employee during the probationary period at any time with or without cause.

C. Evaluations

At the end of the probationary period and annually, the department head and supervisor concerned shall give each probationary employee a written and oral performance evaluation of the employee's work. These evaluations shall help form a basis for determining whether the employee has satisfactorily completed the probationary period and the subsequent retention or dismissal as an employee. A copy of the evaluation shall be made a part of the employee's personnel file.

Section 2.02: Personal Appearance Standard

Every City of Roosevelt Park employee is expected to present themselves in a neat and appropriate manner exhibiting good hygiene. Attire should be appropriate for the employee's work activities. Attire that is overly revealing or with inappropriate or offensive markings are not allowed. Management may ask employees in violation of the personal appearance standards to correct the issue immediately. Repeated violations of the appearance standards may result in escalating disciplinary action up to and including termination.

Section 2.03: Separation

A. Resignations

An employee who resigns from City employment is asked to give written notice to the department head. The department head shall forward the employee's written notice of resignation to the Treasurer to be placed in the employee's personnel file. The City requests

at least a two-week notice of termination.

B. Retirement

Regular Employees shall be subject to the Michigan Employers Retirement System Benefit Program that is in effect at the time of retirement.

C. Death of an Employee

Upon the death of an employee, the City will pay to the employee's legal heirs any pay due at the time of death including vacation pay or any payment provided under the Fair Labor Standards Act.

D. Disability

Subject to the Americans with Disabilities Act, an employee may be transferred or terminated when they are unable to perform the required duties for the position for which they were hired because of physical or mental impairment. As provided in the Act, the City shall make reasonable accommodations to allow employees with disabilities to perform their work, provided such accommodations are practical within the financial restraints assumed by the City.

E. Dismissal

An employee may be dismissed from your employment with the City with or without cause or notice. Dismissed employees forfeit all accrued fringe benefits. Terminations due to disciplinary reasons may be given notification from the City Manager with termination effective immediately. A seasonal and part-time employee may be discharged by their department head.

SECTION 3: HOURS AND BENEFITS

Section 3.01: Pay Administration

A. Payroll Procedures

Payroll shall be biweekly. The pay period covers the preceding two weeks and begins on Sunday and ends on Saturday. Paychecks will be distributed on Wednesday following the end of the pay period. Bank holidays, City Hall closures, and unforeseen events may affect payroll processing and paycheck dates.

Employees are strongly encouraged to enroll in direct deposit. Direct deposit check stubs will be emailed to the employees preferred email address. Paper checks will be mailed if the employee is not available to pick up their check on payday.

B. Longevity

All full-time non-collective bargaining employees shall be eligible for longevity pay according to the following schedule. Years of service will be calculated from the employee's starting date. Determination of the amount of longevity pay shall be calculated by taking the longevity rate multiplied by the employee's base salary, excluding any overtime pay or other benefits paid to the employee.

<u>Years of Continuous Service Completed</u>	<u>Longevity Rate</u>
3 years	2%
5 years	4%
10 years	6%
15 years	8%

Longevity pay will be paid annually following the anniversary of the employee with the next regularly scheduled payroll. Upon termination (with a minimum two week notice to the employer) for reasons other than being terminated by the employer for cause, the employee shall be paid longevity pay in the final paycheck, accrued to the date of termination.

C. Overtime Compensation

Non-exempt employees not covered under a collective bargaining agreement, working over 40 hours in a workweek, will receive overtime pay at a rate of not less than time and one-half their regular rate of pay or comp time off at the rate of time and one-half, subject to the approval of the City Manager. Exempt employees as defined by the Fair Labor Standards Act receive no compensation for overtime.

D. Garnishment of Wages

Garnishment of wages may occur if an employee fails to pay a debt for a financial obligation. The City would be directed by a court order to deduct a certain portion of the wage from the paycheck and forward it to the creditor.

Section 3.02: Hours of Work

A. Employee Workday

Due to the essential public services provided by the City the normal workday for employees will vary from department to department. The City retains the right to alter an employee's workday to promote efficiency and better service.

B. Office Hours

City offices will be open for the transaction of business with the public, Monday through Thursday, 8:00 am to 5:00 pm and Fridays from 8:00 am to 12:00 pm. Full-time office personnel are expected to be at work by 8:00 am and work until the close of office hours. Each employee is granted a 30-minute lunch break to be taken at a time convenient to his or her department. On occasion, an individual employee's work schedule may be adjusted to differ from the hours when the office is open.

C. Late Arrival/Tardiness

Any employee who is late for work may not be paid for the time absent from work at the discretion of his/her department head or designated representative. Persistent violators shall be subject to further disciplinary action, to include dismissal.

D. Breaks and Mealtime

Full-time employees are entitled to two fifteen (15) minute breaks during the course of a full working day, one each to be taken during the first and second half of one's shift. For reasons of personnel coverage, rest period times may be subject to direction by the department head. Employees working half-days are entitled to one fifteen (15) minute break per four-hour shift. Each department head, depending on the operational needs of the department generally determines specific times for lunch hours.

Section 3.03: Benefits

The City reserves the right to provide its employees with benefits when they have been classified as "regular, full-time employees" unless otherwise specifically stated in an employment agreement. Part time or temporary employees shall not receive fringe benefits.

A. Holidays

All regular full-time employees shall receive the following holidays off with pay:

- | | |
|----------------|------------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday | Day after Thanksgiving |
| Memorial Day | Christmas Eve |
| Fourth of July | Christmas Day |
| Labor Day | New Year's Eve |

1. When a holiday falls on a Saturday, it shall be taken the preceding Friday. When a holiday falls on a Sunday, it shall be taken the following Monday. In all cases where the date of the holiday may be in question, the City Manager will designate the

official holiday.

B. Vacation

1. All regular, full-time employees of the City shall be allowed vacation leave with pay. Temporary, seasonal, or other non-regular employees do not earn vacation.
2. Eligible full-time employees of the City shall be entitled to vacation time off in accordance with the following schedule.

<u>Years of Continuous Service Completed</u>	<u>Vacation</u> <u>Time</u> <u>Days</u>
Less than 1 year (after probationary time)	40 Hours <u>5 Days</u>
1 through 2 years	80 Hours <u>10 Days</u>
3 or more years through 10 years	120 Hours <u>15 Days</u>
11 or more years through 20 years	160 Hours <u>20 Days</u>
20 years/over	200 Hours <u>25 Days</u>

3. Vacation shall be credited on January 1 of each year. When an employee reaches the date of additional vacation eligibility, he or she shall receive the additional ~~hours~~week on his or her actual anniversary date. This is the only time when vacation shall be credited other than January 1st.
4. Vacation must be taken in the year in which it is earned and shall not accumulate from year to year or during a leave of absence without pay.
5. A record of vacation leave allowance and usage shall be maintained on the payroll stub. The Treasurer shall maintain a master roster for all City employees, and this shall be the official record.
6. The City Manager shall consider all requests for vacation and shall give final approval. All vacations are subject to cancellation if an emergency should warrant such action.
7. Vacation should be taken within one year of its accrual. When the City Manager finds that it is in the best interest of the City, payment for vacation not used and/or carryover of vacation to the following year may be authorized. Said carryover or payment is not to exceed ~~80 hours~~two weeks. Carryover hours must be scheduled in order to be approved.
8. Any regular, full-time employee shall be compensated for vacation earned and

accrued, but not taken, upon leaving the City service with a two-week minimum notice if not terminated for cause.

9. Absence due to sickness, injury, or disability in excess of that authorized may, upon request, be chargeable against the employee's vacation allowance.

C. ~~Sick Leave~~Earned Sick Time

~~1. Sick leave shall now be referred to as Earned Sick Sick Leave Time. Earned Sick Time for full-time employees is accrued in accordance with employees' applicable CBA, contract/agreement or at the rate of one day 8 hours per month of service, but no less than 1 hour per 30 hours worked, and may be accrued up to the maximum of 120 days. Non-full-time employees and any employee with a contract or agreement having generic PTO only, shall receive an Earned Sick Time bank beginning January 1, 2025, and shall accrue earned sick time at the rate of 1 hour per 30 hours worked. Earned Sick Time shall carry over year to year.~~

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~~2.1 Earned Sick Time Sick Leave shall be used for the purpose for which it was intended, that being to provide the employee protection against loss of pay due to illness or injury. At anyone time, up to two (2) days of sick leave may be used to care for an ill or injured member of an employee's immediate family. Sick leave may also be used for physical examinations, medical, dental, or other health treatments which cannot reasonably be deferred, and which cannot be scheduled outside of the employee's work time. can be used for any reason as outlined in section 4 of the Earned Sick Time Act. Employees should notify their supervisor of the intent to use paid earned sick time as soon as practicable.~~

~~3.2 Earned Sick Time can be used in 15 minute Sick leave shall be used in one (1) hour minimum increments and will be paid at the current normal hourly rate.~~

~~4.3 Upon retirement, the full-time employees will be paid for one-half (1/2) of all unused earned sick timesick days up to a maximum of 360 hours45 days.~~

D. Personal Days

All full-time non-collective bargaining employees shall be granted 32 hours of personal time ~~four (4) personal days~~ to be used each calendar year. New employees shall be granted a number of personal days hours as determined by the City Manager. Personal days hours must be used in the year during which they are granted, and employees shall not be compensated for any unused personal days hours.

E. Training

Classes, programs, or courses will also be reimbursed by the City for employees who take such course for increasing their knowledge, skills, and abilities for their position with the City. All courses are contingent upon having the necessary funds appropriated into the fiscal year budget and the final approval of the City Manager.

F. Cell Phone Stipend

Full-time employees who hold positions that include the need for a cell phone or other wireless communication devices may receive a cell phone stipend to reimburse for business related costs incurred when using their personally owned devices. A stipend in the amount of \$100 per month will be considered a non-taxable fringe benefit to the employee and is not intended to fully pay for the monthly cost or replacement of devices. The stipend shall be included in the employee's regular pay the first pay period of each month.

G. Worker's Compensation

City employees are eligible for Worker's Compensation for injuries arising out of or in the course of employment.

Injuries requiring medical attention while on duty must be reported to your supervisor immediately. All pertinent information must be documented on any incident and forwarded to the City Manager's office for processing as soon as possible. Injury reports shall be forwarded to the City's Worker's Compensation carrier as soon as possible.

Employees shall be allowed to supplement the compensation received from the Worker's Compensation carrier with accumulated sick or vacation leave. In no instance shall the employee receive more than 100% of his/her regular pay for the period in which ~~he is they~~ are eligible for ~~worker's workmen's~~ compensation.

H. Bereavement Leave

In the event of a death of an "immediate family" member, a regular, full-time employee shall be granted up to five (5) workdays of paid leave to handle family affairs and attend the funeral. Immediate family includes father, mother, spouse, son, daughter, stepson, stepdaughter, father-in-law, mother-in-law, stepfather, stepmother, brothers, sisters, and grandchildren.

In the event of a death of a grandparent, grandparent-in-law, brother-in-law, sister-in-law, daughter-in-law or son-in-law, bereavement leave is limited to a maximum of three (3) normal working days.

I. Group Insurance

The City will provide a group hospital, medical, life, and long-term disability insurance policy for permanent full-time employees. If an employee is granted a leave of absence without pay, said employee shall pay to the City sufficient monies to pay the required contributions during the months absent. When separating from the City, Federal rules under C.O.B.R.A. shall apply.

The City of Roosevelt Park reserves the right to amend, alter or otherwise change its group insurance benefits at any time. Provision of these benefits does not imply a contractual agreement or obligation on the part of the City to indefinitely provide these benefits to the affected employees. Future City Councils may alter or amend the provision of these benefits

as they deem appropriate.

I. Group Hospitalization Insurance Opt-Out

Employees who are covered under another's group health insurance program and do not wish to receive the group health insurance program benefit identified in Section 1 offered by the City of Roosevelt Park shall have the option not to and will be compensated in an amount equal to 50% of the current premium paid for the specific available health insurance program applicable to the employee. Payment will be in an amount spread equally through the bi-weekly plan year payroll.

If the employee chooses to opt out of coverage, the employee must provide written documentation that he or she is covered under another health insurance program, and sign a document provided by the City of Roosevelt Park indicating that the employee is opting out of the group health insurance program provided in Section 1.

Employees losing medical/hospitalization coverage from another source must provide sufficient advance notice so that the City can, subject to the terms of the insurance carrier, re-enroll the employee and dependents.

J. Jury Duty

Any regular City employee who is called to and reports for jury duty shall be paid by the City for each day partially or wholly spent in performing such duty, if the employee would otherwise have been scheduled to work. The employee shall be paid at his or her regular straight time rate of pay for those hours spent on jury duty and shall sign over any jury duty fees to the City. If you are called for jury duty and are not required to serve, you are expected to report to work as soon as possible after you are released from duty. In order to qualify for jury duty benefits, you must present to the City satisfactory proof of your jury service and the amount of pay received.

K. Retiree Insurance

1. Full-time non-collective bargaining employees completing less than ten (10) years of continuous service with the City of Roosevelt Park shall upon retirement from the City of Roosevelt Park, be eligible for health insurance continuation as part of the City's current health insurance program at the employee's expense.
2. Employees who are (a+) vested in the Michigan Employee Retirement System (MERS), (2b) have completed ten (10) or more years of continuous service with the City of Roosevelt Park, (3c) are a minimum of fifty-five (55) years of age, and (4d) retire from employment with the ~~city~~-City of Roosevelt Park, shall be eligible for a City contribution towards health insurance coverage based upon the following: employees with ten to fourteen years of service shall receive 25% of cost of the health insurance benefit; employees with fifteen through nineteen years of service shall receive 50% of the benefit cost; employees with twenty to twenty-four years of

service shall receive 75% of the benefit cost; and employees with twenty-five or more years of service shall receive 100% of the benefit cost of health insurance coverage.

3. The City's contribution to retiree health insurance will be capped at the premium cost that exists as of the 10th year of the employee's retirement, with any increase in cost thereafter being the responsibility of the retiree.
4. Once the employee becomes Medicare eligible, the City shall provide a Medicare supplemental health insurance program, including a prescription drug rider.
5. The offered insurance shall only be for the employees who retire from the ~~city~~ City of Roosevelt Park and their spouses. Spouse is defined as the spouse on the date the employee covered by this benefit retires from the City of Roosevelt Park. The offered insurance does not apply to the spouse upon separation or divorce of the covered and does not apply to those who become spouses of a covered employee after the date the covered employee retires from the City of Roosevelt Park.
6. An employee who after his or her retirement from the City, is eligible for insurance coverage through another provider, shall utilize the provision of the insurance through the alternate provider. The City shall suspend the provision of the retiree health insurance benefit only while the employee is eligible for insurance coverage through the alternate provider. Only upon the termination of insurance coverage by the alternate provider shall the City reinstate the retiree health insurance benefit outlined herein.
7. All new non-represented hires on or after December 1, 2018, shall not receive retiree health insurance.

The City of Roosevelt Park retains the right to amend, alter or otherwise change retiree insurance benefits. The City also retains the right to amend, alter or change the insurance benefits and coverage provided by the City. Provision of these benefits does not imply a contractual agreement or obligation on the part of the City to indefinitely provide these benefits to the affected employees. Future City Councils may alter or amend the provision of these benefits as they deem appropriate.

L. Maternity Leave

Non-bargaining unit employees will receive up to ninety (90) days leave without pay.

M. Military Leave

Employees are entitled to leaves of absence for military service and training in accordance with the provisions of state and federal law. This leave shall not adversely affect vacation or sick leave benefits.

N. Purchase of MERS Generic Service Credit

Full-time employees may purchase up to five (5) years of generic time after completing at

least one (1) year of service with the City. The generic service credit cannot be used to satisfy vesting requirements and shall be credited in accordance with this policy.

When an employee desires to purchase service credit before attaining applicable minimum credited service years and/or age for retirement benefits, such service is not creditable for MERS retirement benefits until the minimum years of credited service and age under the City's duly adopted plan is reached. If service does not become creditable, then the employee payment portion may be refunded to the member or applied to the purchase of any generic services that may be credited to the employee at an actuarial cost based upon immediate separation from City service.

Where an employee desires to purchase service credit after the minimum years of credited service and age under the Roosevelt Park then duly adopted plan, such service is immediately creditable.

The cost (both Employer and Employee) including any actuarial costs, if any, must be totally borne by the employee requesting any such service. The MERS office will inform employees of any cost.

Employees must satisfy all requirements of the MERS Plan Document regarding the purchase of prior generic service.

SECTION 4: CONDUCT AND SAFETY

Section 4.01: Employee Conduct

A. General Conduct

All employees, regardless of position or status, will be expected to conduct themselves in a manner that portrays a positive image of the City and its employees.

- **Courteous**: Employees shall treat citizens and fellow employees in a courteous and respectful manner at all times. Employees should not treat others in a condescending or impolite manner and should never keep others waiting an unreasonable amount of time.
- **Punctual**: Employees are expected to arrive at work, meetings, and all appointments on time.
- **Professional**: Employees are to conduct themselves in a professional manner at all times. Professional conduct is portrayed by acting in an efficient and timely manner.
- **Ethical**: All employees are expected to comply with all City ordinances and policies. No City employee should use their position with the City to incur gain for himself or herself or anyone else. Employees should respect the confidentiality of items entrusted to them and their fellow employees.
- **Perception**: Employees should restrict themselves from any unnecessary activity that may be perceived in a negative manner by the general public.

B. Work Rules

Rules of conduct are necessary for any group of people working together. These rules relate to matters of safety, efficiency, and generally accepted standards of conduct in the workplace. The rules are printed in this manual for your information. The following will constitute examples of a violation of City work rules, but are not meant to be an exhaustive list:

- Excessive absenteeism.
- Excessive tardiness.
- Failure to properly report absence from work before the start of work or without showing good cause or not so reporting.
- Making false statements as to reasons for being absent or for not properly reporting.
- Leaving work on City time without supervisor's permission.
- Failure to immediately report and start work after lunch break and rest periods.
- Violation of safety rules.
- Failure to immediately report accidents or personal injuries.
- Falsification of time records, personnel records or any other City records or reports.
- Unauthorized possession of City property or products.
- Misuse or disclosing without proper authorization any employee list, City records or reports.
- Theft or misappropriation of City property, another employee's property or property entrusted to the City.
- Deliberately damaging, misusing, destroying, abusing, or misplacing property belonging to the City or another employee.
- Disorderly conduct, horseplay, threatening, abusing, or interfering with another employee or supervisor.
- Use of offensive or abusive language to any employee or supervisor.
- Fighting or violence against any person on City premises at any time.
- Refusal or intentional failure to perform a job assignment or follow instructions. All employees are expected to follow instructions and perform the job assigned.
- Sleeping on City time.
- Discourteous, abusive, or threatening conduct toward any member of the public while on duty or in a manner that adversely affects the City.
- Driving any City vehicle while under the influence of or impaired by intoxicating liquor or a controlled substance or a combination thereof.
- Accumulation of more than six (6) points on an employee's driving record or a conviction or plea of nolo contendere to operating a vehicle under the influence of liquor or controlled substances, in those instances where an employee's regular duties include driving any City vehicle.
- Conviction of a felony while a City employee.
- Possessing explosives or firearms or attempting to bring either on City premises at any time.
- Careless work or failure to meet work standards.
- Disclosure, release, or use of any internal, confidential, privileged, or proprietary information gained by reason of employment with the City.

- Making or publishing statements which are slanderous, false, or which recklessly or intentionally misrepresent the position of the City or its officials.

C. Personal Business During Work Hours

Every attempt shall be made to confine personal business to off-duty hours. Personal phone calls on City phones are allowed only on an emergency basis.

D. Physical and Mental Health

- Each employee shall maintain the standards of physical fitness required for satisfactory job performance, in accordance with individual job description.
- Department heads may request an employee to submit to a medical examination by a City approved doctor. This is permissible whenever it is suspected that an employee's condition is endangering his/her own health, the safety of others, or is impairing his/her duties.
- Any requested examination shall be at the expense of the City.
- Such an exam shall be only for the purpose of ascertaining the employee's condition relative to his/her continued position in City employment.

E. Payments due the City

No employee who is in arrears for any undisputed payments or charges owed the City shall be entitled to hold any City office or position.

F. Use of City Property

Employees having custody and/or use of City property shall be responsible for its proper care, use and security. Damage or loss resulting from negligence shall be chargeable to the employee unless waived by the City Manager. City property is for City use only and not personal use.

G. Use of City Resources

Vehicles, materials, facilities, and equipment owned by the City shall be used for public purposes only.

Telephone: It is the City's policy to permit employees to make reasonable use of City telephones, and at the same time guard against telephone abuse. The use of City telephones is limited to official business calls. Brief calls that could not be made during non-working hours may be permitted.

Mail: Employees may not use the City's postage, letterhead, or envelopes for personal mail. In addition, employees should not routinely receive personal mail or package deliveries while at work.

Office Equipment: City photocopy machines, fax machines and the postage meter are the property of the City and are for City use only. An employee will be charged a fee for

personal copies.

Vehicles: City vehicles are to be used for City business only unless otherwise approved by the City Council or City Manager or specified in an employment agreement. Only the employee to whom the City vehicle is released shall operate the vehicle. Seat belts must be worn while operating or riding in City vehicles. City vehicles must be kept in a clean and well-maintained condition.

H. Staff Communications

Recognizing that the Department Heads are appointed by the City Council but report to the City Manager, the Mayor and Members of Council shall deal with all Department Heads and employees only through the City Manager except for the purposes of Council inquiries and investigations, authorized by a vote of the Council. It is understood that all employees fielding inquiries and questions from the Council Members will advise the City Manager, so that a determination can be made as to whether all Members of the Council should be advised of the request and information provided. The Mayor and Members of Council shall not give orders or directives to Department Heads or other employees except when a civil emergency has been declared under provisions of the City Charter and State Law.

City employees shall not contact the Mayor or Members of the Council with suggestions, complaints or grievances before such communication has gone through the chain of command and a satisfactory response has not been received within five business days.

Section 4.02: Drug and Alcohol Policy

A. The City of Roosevelt Park has a strong commitment to its employees to provide an alcohol and drug-free working environment. Likewise, the City is committed to its citizens, customers, administration, local businesses, and the public to operate its business safely and prudently. We have, therefore, implemented the following procedures to serve as a guide in the enforcement of our policy. Our procedures are based upon the Federal regulations governing the use of controlled substances, abuses of alcohol and/or controlled substances in our workplace. The purpose of these procedures is to:

- Establish and maintain a healthy and safe working environment for all our employees.
- Insure the reputation of the City of Roosevelt Park and its employees as good, responsible citizens.
- Reduce accidental injury to persons and property.
- Reduce absenteeism, tardiness, and indifferent or declining job performance.
- Deter the use of illegally used controlled substances and alcohol abuses.
- Detect the use and abuse of both alcohol and controlled substances by those employees who may persist in the use of these substances despite our policy.
- Aid in rehabilitation for any employee by the City's Employee Assistance Program.

- B. The use or storage of alcoholic beverages or illegal drugs while at work or on a work site is strictly prohibited.
- C. The unlawful manufacturing, distribution, dispensation, possession and/or use of a controlled substance which takes place in part, or whole, on City property, while in or operating City vehicles or equipment, or during official City business is strictly prohibited and will result in criminal prosecution and employee termination.
- D. Any employee convicted of any federal or state criminal drug statute must notify the City of that fact within five (5) calendar days of the conviction.
- E. The City reserves the right to require any employee to be tested for drug and/or alcohol use, either on a random basis or if there is a reason to suspect the employee may be under the influence of a controlled substance.
- F. The City encourages any employee with a drug or chemical dependence problem or concern about drug or chemical dependence to seek professional treatment.
- G. City funds may not be used to purchase alcohol.

Section 4.03: Technology and Internet Policy

The City of Roosevelt Park provides access to the vast information resources of the internet to help employees do their job faster and smarter. The employee who is given internet access and/or email must adhere to City guidelines on its proper usage. The following policy is designed to encourage the full and proper use of the computer technology resources that are made available to employees. The City Manager is responsible for the implementation and enforcement of this policy including designating City personnel and consultants who are authorized to manage the City’s computer resources. The following are a list of guidelines:

- Only persons presently employed by or serving in an official capacity with the City of Roosevelt Park are permitted to use computer resources owned, rented, leased or otherwise under the control of the City.
- Internet access is intended to be used for business purposes only; use for informal or personal purposes is permissible only within reasonable limits. Abuse of the internet, through excessive personal use, or in violation of law, will result in disciplinary action, up to and including termination of employment.
- Use of the City of Roosevelt Park computer resources or internet connections including but not limited to transmitting, downloading, or posting defamatory, discriminatory, obscene, offensive, sexually oriented and/or explicit or harassing information, gambling, disclosing personal information without authorization and all other illegal activity is strictly prohibited. The City of Roosevelt Park actively monitors internet traffic through its computers to detect this type of prohibited activity. All e-mail and internet related traffic is monitored in computer logs and can be accessed. Internet logs will be routinely monitored for the purpose of system performance. Logs may be provided to Supervisors (this would include both on and

off duty use of the internet). Logs provide such information as username, web site contacted, date and time as well as other information.

- Unless expressly authorized, installing hardware and software on the City's computer systems is strictly prohibited. Only authorized City personnel or consultants employed by the City may install software or hardware on the City's computer system. Only authorized City personnel or consultants employed by the City may service the computer system.
- Where individual computer workstations have been assigned to a specific employee, always obtain permission from the employee before using his or her computer. Be considerate; do not alter system settings on another employee's computer when using it. When logging on to the computer system, only use your login ID and password.
- The unlawful copying of any copyright protected software or other material is strictly prohibited.
- E-mail may constitute a public record under certain circumstances and may be accessible or obtainable by individuals and agencies.
- All e-mail originating from or received into the City's computer system is City of Roosevelt Park property and is not considered private information.
- E-mail may be monitored as deemed appropriate.

Any employee failing to comply and follow this policy will be subject to disciplinary actions, including and up to termination of employment.

Section 4.04: Credit Card Policy

The City Treasurer is responsible for issuing, accounting for, monitoring, retrieving and generally overseeing compliance with the City's credit card policy.

Only employees of the City on official City business may use City credit cards. City employees who use a City credit card shall, as soon as possible, submit a copy of the vendor's credit card slip to the Treasurer. If no credit card slip was obtained that described the transaction, the employee shall submit a signed voucher that shows the name of the vendor or entity from which goods or services were purchased, the date and the amount of the transaction, and the chart of accounts number indicating where the transaction is to be charged. All credit card slips shall include this information as well. Vouchers shall also include a statement as to why a credit card slip was not obtained.

An employee who is issued a credit card is responsible for its protection and custody. If a credit card is lost or stolen, the Treasurer shall be notified. The entity issuing the lost or stolen credit card shall be immediately notified to cancel the card.

An employee issued a credit card shall return the credit card to the Treasurer upon termination of his or her employment or service with the City.

The Treasurer shall maintain a list of all credit cards owned by the City along with the name of the employee who has been issued the credit card, the credit card limit established, the date issued, and the date returned. Each employee shall initial the list

beside his or her name to indicate agreement that the credit card has been issued and that the employee has received and read a copy of this policy.

The Treasurer shall not approve a payment to the entity issuing the credit card until all transactions have been verified.

The Treasurer shall provide details of credit purchases made to the City Council along with the statement of bills.

The Treasurer shall make every effort to pay the balance due on an extension of credit under the credit card arrangement by the statement due date.

Employees who use a City credit card in a manner contrary to this policy shall be subject to disciplinary action as deemed appropriate by the City Manager.

Section 4.05: Smoking

Smoking is prohibited in all City vehicles and City owned and operated facilities including offices, hallways, restrooms, lunchrooms, work areas and meeting rooms. This policy applies to all employees, contractors, and visitors. Smoking is also prohibited outside of City Hall along the Oakridge and Ashland Street frontages.

Section 4.06: Sexual Harassment

It is the policy of the City of Roosevelt Park that sexual harassment of employees in the workplace is unacceptable and shall not be tolerated.

Sexual harassment is defined as “unwelcome sexual advances, requests for sexual favors and verbal or physical conduct of a sexual nature.” Sexual harassment may include such actions as repeated offenses of sexual flirtations, advances, or propositions, continued or repeated verbal abuse of a sexual nature, graphic or degrading verbal comments about an individual, about his or her appearance, a display of sexually suggestive objects or pictures, or any offensive or abusive conduct.

Conduct of this type is improper if: (a) submission to the conduct is either an explicit or implicit term or condition of employment; (b) submission to or rejection of the conduct is used as a basis for employment decisions affecting the person involved; or (c) the conduct has the purpose or effect of substantially interfering with an individual’s work performance or environment.

The City of Roosevelt Park will enforce disciplinary action against any person who threatens or insinuates, either explicitly or implicitly, that an employee’s refusal to submit to sexual advances will adversely affect the employee’s employment, evaluations, wages, advancement, assigned duties, shifts, or any condition of employment or career development. This discipline may include termination.

Any employee who continues to be a victim of sexual harassment shall notify the department head and the City Manager. Such complaint shall be held in strict confidence to the fullest extent possible. The complaint shall be investigated to determine whether it is justified and whether disciplinary action is warranted. If the complaint is against the City Manager, the employee shall notify the Mayor.

Management and/or supervisory personnel shall take appropriate action when they become aware of sexual harassment. Such action will include an investigation of the charges and may include discipline up to and including termination of the offending employee or employees.

It is a violation of this policy to engage in retaliatory acts against any employee who reports an incident of alleged sexual harassment, or any employee who testifies, assists, or participates in a proceeding, investigation or hearing relating to such allegation of sexual harassment.

Section 4.07: Safety

The City of Roosevelt Park considers no phase of its operations or administration more important than safety and health. The City will provide and maintain safe and healthful working conditions and establish and insist on safe work methods and practices at all times. Employees shall follow adopted safety procedures and take an active part in protecting themselves, the public and fellow employees. Employees are encouraged to detect and report to their supervisor any hazardous conditions or unsafe practices in their department. In addition, this policy endorses actions which:

- Provide safe and healthful conditions and reduce injuries and illnesses to the lowest possible level. No task is so important and no service so urgent that it cannot be done safely.
- Install and maintain facilities and equipment in accordance with recognized and accepted standards essential to reduce or prevent exposure to hazards by staff and citizens.
- Assure compliance with federal, state, and local regulations providing for environmental, health and occupational safety.

Section 4.08: Meetings, Conferences and Travel

Employees desiring to attend professional conferences should make written request on a travel approval form to the City Manager at least one week prior to the conference, or in time to take advantage of any pre-registration savings. All requests should include the conference schedule, registration information and anticipated costs. Having money in the budget for travel does not automatically authorize conference attendance.

Receipts will be required to support all claims for expenses incurred while attending

meetings, training seminars, or conferences. Reimbursement for such expenses shall be limited to the judgment of the City Manager. Any expenses not documented by a receipt will not be reimbursed.

The City will pay for allowable business travel expenses when reasonable, necessary, and directly related to conducting business for the City of Roosevelt Park, including transportation, meals, lodging, personal vehicle mileage (at the IRS "standard mileage rate" in effect at the time of travel) when directly related to City business and parking.

The City will not pay or reimburse costs for liquor, theft, loss, or damage to personal property, expenses of spouse, family, or other persons not authorized to receive reimbursement under this policy, fines for parking violations or traffic violations and personal telephone calls.

The City Manager must authorize certain travel expenses in advance:

- Overnight travel
- Less costly alternative to airfare
- Lodging when destination is less than 100 miles of the workplace
- Use of rental vehicle

City Council approval in advance is required for out-of-state travel.

The City will not reimburse for meals included in the conference registration. The City will pay lodging expenses when:

- Travel destination is in excess of 100 miles; or
- Less than 100 miles with Department Head approval.

Employees must reserve lodging at the government rate or at the least costly room rate.

Employees must complete and certify an itemized travel expense report upon return from travel including original itemized receipts.

The City reimburses for meals and incidentals based on the current General Services Administration rate tables.

Section 4.09: Policy against Workplace Violence

The City of Roosevelt Park is committed to providing, in so far as it reasonably can do so within available resources, a safe environment for working and conducting business. The City will not tolerate acts of violence committed by or against City employees, or members of the public, while on City property or while performing City business at other locations.

The work violence in this policy shall mean an act or behavior that:

- Is physically assaultive.
- A reasonable person would perceive as obsessively directed, e.g., intensely focused on a grudge, grievance, or romantic interest in another person, and reasonably likely to result in harm or threats of harm to persons or property.
- Consists of a communicated or reasonably perceived threat to harm another individual or in any way endanger the safety of an individual.
- Would be interpreted by a reasonable person as carrying potential for physical harm to the individual.
- Is a behavior, or action, that a reasonable person would perceive as menacing.
- Involves carrying or displaying weapons, destroying property, or throwing objects in a manner reasonably perceived to be threatening; or
- Consists of a communicated or reasonably perceived threat to destroy property.

Violent action on City property or facilities, or while on City business, will not be tolerated or ignored. Any unlawful violent action committed by employees or members of the public while on City property, or while using City facilities, will be prosecuted as appropriate. The City intends to use reasonable legal, managerial, administrative, and disciplinary procedures to secure the workplace from violence and to reasonably protect employees and members of the public.

A. Policy Goals and Objectives

The objective of this policy is to achieve the following:

- Reduce the potential for violence in and around the workplace.
- Encourage and foster a work environment that is characterized by respect and healthy conflict resolution.
- Mitigate the negative consequences for employees who experience or encounter violence in their work lives.

B. Possession and Use of Dangerous Weapons by Employees

1. Prohibition:

In the interest of maintaining a workplace that is safe and free of violence, except as hereinafter provided, possession or use of dangerous weapons is prohibited on City property, in City vehicles or in any personal vehicle which is used for City business.

2. Dangerous Weapons Defined:

A dangerous weapon is any instrument capable of producing bodily harm, in a manner, under circumstances, and at a time and place that manifests an intent to harm or intimidate another person or that warrants alarm for the safety of another person.

3. Exceptions to Dangerous Weapons Prohibitions:

Employees of the City may possess a firearm on City property if engaged in military or law enforcement activities; legally in possession of a firearm for which the employee holds a valid permit and said firearm is secured within an attended personal vehicle or concealed from view within a locked unattended personal vehicle while that person is working on City property.

4. Responsibilities:

All employees are responsible for:

- Refraining from acts of violence and for seeking assistance to resolve personal issues that may lead to acts of violence in the workplace; and
- Reporting to managers and supervisors any dangerous or threatening situations that occur in the workplace.

Employees are encouraged to report to their manager/supervisor situations that occur outside of the workplace which may affect workplace safety, i.e., instances where protection orders have been issued, etc.

C. Managers/Supervisors

Managers and supervisors are responsible for assessing situations, making judgments on the appropriate response, and then responding to reports of or knowledge of violence and for initiating the investigation process.

Any report of violence will be evaluated immediately and confidentially. Appropriate action will be taken, where possible, in order to protect the employee from further violence. Appropriate disciplinary action will be taken when it is determined that City employees have committed acts of violence.

Where issues of employee safety are of concern, managers and supervisors should evaluate the workplace and make appropriate recommendations regarding a reasonable response.

D. Procedures for Dealing with Acts of Violence in the Workplace Guidelines

When a violent act occurs:

- If the act or altercation constitutes an emergency, CALL 911. In instances that are not emergency situations, contact your immediate manager or supervisor. When 911 is contacted, contact an immediate manager or supervisor after contacting 911.
- If possible, separate the parties involved in the violent altercation. If the parties cannot be separated, or it would be too dangerous to the employee or manager to attempt to separate the parties, CALL 911.

- Contact the appropriate Department Supervisor or the City Manager.
- In instances that involve emergency situations, or criminal activity, the City Manager will contact the Police Department. Incidents involving emergency situations and/or criminal activity will be referred to the Police Department for assessment and, if necessary, investigation.
- In instances when it is not appropriate to refer an incident to the Police Department, the City Manager will evaluate the situation and make a determination regarding the need for an investigation. If an internal investigation is needed, the City Manager and/or his designee will coordinate the investigation process.

Section 4.10: Progressive Discipline

This policy is a guide for uniform administrative discipline and illustrates standard penalties for types of offenses. The inclusion of standard penalties in this policy does not preclude the application of a more or less severe penalty when warranted by the circumstances.

A. Written Reprimand

The Supervisor shall prepare a written statement describing the unsuitable behavior, action to correct said behavior and a recommendation of more appropriate behavior. Both the Supervisor and the employee, in the presence of the City Manager shall sign the written reprimand. The employee's signature is to indicate the employee's acknowledgement of the reprimand, not his or her agreement with the reprimand. If the employee refuses to sign the reprimand, the City Manager will sign in the employee's stead as a witness that the reprimand occurred. Records of written reprimands shall remain in an employee's personnel file for twenty-four (24) months after issuance, provided that no intervening discipline occurs.

B. Suspension

If a written reprimand fails to correct misbehavior or where more severe action is warranted, the Supervisor may recommend and the City Manager may suspend the employee from work, with or without pay. The Supervisor shall prepare a written statement describing the reason(s) suspension is recommended.

C. Dismissal

If a suspension fails to correct misbehavior or where more severe action is warranted, the Supervisor may recommend dismissal of the employee. The Supervisor shall prepare a written statement describing the reason(s) dismissal is recommended, including a description of the unsuitable behavior and corrective action taken to date. Records of dismissal shall be a permanent part of the employee's personnel file.

D. Grounds for Disciplinary Action

Section 4 of this Manual contains a list of behaviors which merit disciplinary action. This list is not meant to be inclusive, but to outline behaviors which are deemed unacceptable. When disciplinary action is warranted, the following steps will serve as a guideline, unless the severity of the behavior or actions mandates a stricter response:

1. First Offense: Written warning.
2. Second Offense: Up to a three (3) day suspension.
3. Third Offense: Up to a five (5) day suspension.
4. Fourth Offense: Dismissal.



**CITY OF ROOSEVELT PARK
CITY COUNCIL MEETING
December 16, 2024**

Item: Board of Review-Stipend Implementation	Date: December 16, 2024
Summary: As reflected in the attached memo from the City Treasurer, the implementation of the 2018 Earned Sick Time Act will be implemented statewide in the coming months however, one change that can be made within our own operations is to move to a stipend pay-per-meeting system instead of an hourly rate system for the Board of Review members and thus, tracking time will not be required per the ESTA law.	
Recommendation: Move to approve the change in compensation for the Roosevelt Park Board of Review from an hourly wage to a stipend per meeting as presented.	
Signature:	Title: City Manager

City of Roosevelt Park

To: Jared Olson, City Manager
From: Kate Dibble, City Treasurer
Date: 12/5/2024
Subject: Board of Review Compensation

I would like to request a change to the compensation for the Board of Review members from the hourly rate of \$14.00 to a per meeting stipend of \$65. Board of Review meetings are held each December, March and July. Meetings in both December and July are relatively short in duration, each lasting under 1 hour. The State of Michigan requires that the March Board of Review meets a minimum of 12 hours. Historically, the City has compensated Board of Review members for the March meeting times only. When taking into consideration the new Earned Sick Time Act requirements and seeking to increase attendance at the currently uncompensated meetings, my recommendation is to pay a per meeting stipend not contingent on meeting length. A \$65 per meeting stipend would allow for members to earn \$260 annually, which is slightly more than what is typically earned now for the March meeting hours. If we continue to pay members at an hourly rate, ESTA requires that for every 30 hours worked, 1 hour of sick time be earned. The City would then be required to account for and track paid sick time leave hours as uncompensated absences under GASB Statement No. 101.

Thank you,

Kate Dibble, MiCPT, CPFIM
City Treasurer



**CITY OF ROOSEVELT PARK
CITY COUNCIL MEETING
December 16, 2024**

MDOT contract and Resolution- 2025 Maple Grove/Broadway	Date: December 16, 2024
<p>MDOT has submitted contracts for the 2025 Maple Grove and West Broadway Reconstruction Project to the City for approval. As we are receiving grants in the amount of \$404,850 from the Transportation Improvement Program through the State of Michigan and other transportation funds.</p> <p>As this is a state and federal program, a resolution of approval and designation of signatures is required to formally execute the agreement. The contract indicates an original engineers estimated total cost of \$827,600 with MDOT's maximum participation being \$404,850 and the City and DDA share (match) being the remainder.</p> <p>As reflected in the final document of the attached project packet, the total project bids were sent from MDOT on December 6th with the low bidder coming in at \$707,702.83 or nearly 15% under budgeted estimates.</p>	
<p>Financial Impact: \$302,852 being the projected local share of the total project with funding currently being budgeted within the 2025 Fiscal Year which is spread between the major street operations and the DDA fund.</p>	
<p>Recommendation: Move to approve resolution 24-14 designating the City Manager and City Clerk as the officials authorized to sign MDOT Contract No. 24-5460 for the 2025 Maple Grove and West Broadway Avenue projects.</p>	
Signature:	Title: City Manager

Letting of December 06, 2024

Letting Call: 2412 052

Project: STUL 61000-215735

Local Agreement: 24-5460

Start Date: 10 days after award

Low Bid: \$707,702.83

Engineer Estimate: \$827,493.40

Pct Over/Under Estimate: -14.48 %

Completion Date: May 1, 2026

Description:

0.99 mi of hot mix asphalt cold milling and resurfacing, curb ramps and pavement markings on Maple Grove Road from Norton Avenue northerly to Broadway Avenue in the city of Roosevelt Park, Muskegon County. This is a Local Agency project.

No DBE participation required

Bidder	As-Submitted
Michigan Paving and Materials Company	\$707,702.83
Rieth-Riley Construction Co., Inc.	\$748,059.79
Asphalt Paving, Inc.	\$879,287.19

Total Number of Bidders: 3

December 11, 2024
2221214

Jared Olson
City of Roosevelt Park
Via Email: jolson@rooseveltpark.org

RE: Maple Grove and Broadway Resurfacing

Dear Mr. Olson:

Bids for the resurfacing of Broadway Avenue and Maple Grove were received on December 6, 2024. Michigan Paving and Materials was read low at \$707,702.83. The bid breakdown is as follows:

	Engineers Estimate	Michigan Paving and Materials
Maple Grove	\$573,403.40	\$484,939.26
Broadway	\$250,890.00	\$222,763.57
Total	\$827,493.40	\$707,702.83

The cost split; including the engineering construction costs, between the DDA, City Road Fund, and Federal share; assuming Broadway and 10% of the costs for Maple Grove will be applied to the DDA, is as follows:

	Construction Costs	Const. Engineering	Total
City of Roosevelt Park	\$159,192.23	\$32,400	\$191,592.23
DDA	\$143,660.60	\$32,600	\$176,260.60
Federal	\$404,850.00		\$404,850.00

Please let us know if you have any additional questions regarding the bids.

Sincerely,

Prein&Newhof



Matthew R. Hulst, P.E.

MH/mrh

cc: Barbara Marczak



City of Roosevelt Park

A Proud Community

CITY OF ROOSEVELT PARK

Resolution 24-14

Michigan Department of Transportation Contract 24-5460-Award and Designate Signatories

WHEREAS, the City of Roosevelt Park has prepared plans for the reconstruction of West Broadway Avenue from Henry Street through Maple Grove Road; and

WHEREAS, the City of Roosevelt Park has prepared plans for the reconstruction of Maple Grove Road from West Norton Avenue to West Broadway Avenue; and

WHEREAS, the City wishes to enter into the proposed contract with MDOT for the reconstruction of the beforementioned street reconstruction projects;

NOW, THEREFORE, BE IT RESOLVED that the Roosevelt Park City Council hereby authorizes the signing of contract 24-5460 with the Michigan Department of Transportation for the reconstruction of West Broadway Avenue and Maple Grove Road; and

BE IT FURTHER RESOLVED that the Roosevelt Park City Council hereby designates City Manager Jared Olson and City Clerk Ann Wisniewski as officials approved to sign documents on behalf of the City of Roosevelt Park for this project.

Moved by _____ and seconded by _____, and thereafter adopted by the City Council of the City of Roosevelt Park, at a regular meeting held on the 16th day of December in the year 2024 at 6:15 p.m.

RESOLUTION DECLARED ADOPTED.

YEAS: _____

NAYS: _____

ABSTAIN: _____

Ann Wisniewski, City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Roosevelt Park, County of Muskegon, State of Michigan, at a meeting held on December 16, 2024 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 Act 267, Public Acts of 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Ann Wisniewski, City Clerk

STP

DA

Control Section	STUL 61000
Job Number	215735CON; 220734CON
Project	25A0019; 24A0923
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	24-5460

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF ROOSEVELT PARK, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Roosevelt Park, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated November 7, 2024, attached hereto and made a part hereof:

PART A – 25A0019; JOB #215735CON – FEDERAL PARTICIPATION

Hot mix asphalt cold milling and resurfacing along Maple Grove Road from Norton Avenue to Broadway Avenue, including concrete curb and gutter, curb ramps, sidewalk, non-reinforced concrete base course and permanent pavement markings; and all together with necessary related work.

PART B – 25A0019; JOB #215735CON – NO FEDERAL PARTICIPATION

Decorative concrete pavement crosswalks along the limits as described in PART A; and all together with necessary related work.

PART C – 24A0923; JOB #220734CON – FEDERAL PARTICIPATION

Hot mix asphalt cold milling and resurfacing along Broadway Avenue from Roosevelt Road to Henry Street, including concrete curb and gutter, curb ramps, non-reinforced concrete base course and permanent pavement markings; and all together with necessary related work.

PART D – 24A0923; JOB #220734CON – NO FEDERAL PARTICIPATION

Bulbed out parking, decorative concrete pavement crosswalks and curb ramps along the limits as described in PART C; and all together with necessary related work.

WITNESSETH:

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WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and

awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:
 - A. Design or cause to be designed the plans for the PROJECT.
 - B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
 - C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Program (Muskegon) Funds in combination with Federal Surface Transportation Program Flex Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$308,059 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract with Federal Surface Transportation Program (Muskegon) Funds limited to \$232,000 and used first. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART C

Federal Surface Transportation Program Funds shall be applied to the eligible items of the PART C portion of the PROJECT COST up to the lesser of: (1) \$96,791 or

(2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART C portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART C portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART D

The PART D portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-

of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

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When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF ROOSEVELT PARK

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



November 7, 2024

EXHIBIT I

CONTROL SECTION STUL 61000
JOB NUMBER 215735CON; 220734CON
PROJECT 25A0019; 24A0923

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>PART C</u>	<u>PART D</u>	<u>TOTAL</u>
Estimated Cost	\$574,000	\$ 1,700	\$215,100	\$ 36,800	\$827,600

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$574,000	\$ 1,700	\$215,100	\$ 36,800	\$827,600
Less Federal Funds*	<u>\$308,059</u>	<u>\$ 0</u>	<u>\$ 96,791</u>	<u>\$ 0</u>	<u>\$404,850</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$265,941	\$ 1,700	\$118,309	\$ 36,800	\$422,750

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

09/06/90 STPLS.FOR 11/8/24

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



**CITY OF ROOSEVELT PARK
CITY COUNCIL MEETING
December 16, 2024**

Mayoral 2025 Council Committee Appointments	Date: December 16, 2024
<p>Summary: The Mayor selects the appointments of the City Council members to the Committees of Council (Personnel & Finance; Public Safety; Public Works) as outlined in Section F. (3, a) of the City Council’s Rules of Procedure. That language is below and coincides with the language within Section 3.13 of the City of Roosevelt Park Charter.</p> <p><i>Committee members will be appointed by the Mayor and shall be members of the Council. The Mayor shall fill any committee vacancies. The committee members shall serve one year and may be reappointed. Special committees may be established for a specific period of time by the Mayor or by a resolution of the Council which specifies the task of the special committee and the date of its dissolution.</i></p> <p>The previous 2024 standing committee assignments are as follows with vacancies due to council members no longer on the Council.</p> <p>Personnel & Finance: Mayor Langlois, Noah Crossno, Michael Sutton (Chair) Public Safety: Mayor Langlois, Stacey Burmeister, Diane Goodman (Chair) Department of Public Works: Mayor Langlois, Matt Johnson, Vacant (Chair)</p>	
Financial Impact: None	
Recommendation: The appointments to each committee are made by the Mayor per charter.	
Signature:	Title: City Manager



CITY OF ROOSEVELT PARK CITY COUNCIL MEETING December 16, 2024

Item: Board and Commission Appointments

Date: December 16, 2024

In accordance with Section 3.13 of the City Charter, the Mayor appoints members to citizen boards and commissions, with the advice and consent of the Council. Due to several boards experiencing term expirations throughout the year, the City Council is asked to reappoint volunteer community members on their respective boards and committees. The following reappointments are requested:

City of Roosevelt Park Downtown Development Authority- Council Appointment- Noah Crossno

- Mike Lonnee-Term Expires 12/2025
- Jay Keessen-Term Expires 12/2025
- Sue-Sanborn Poulin 12/2026
- Kevin Dethloff 12/2026
- Mayor or Mayors Designee- Mayor Langlois

City of Roosevelt Park Zoning Board of Appeals- Council Appointment-Currently unassigned

- Rodney Buikema-Term Expires 12/2026
- Mayor or Mayors Designee
- 2 alternate vacancies

Board of Review

- Toby Fredericksen -Term Expires 12/2026
- Council Appointment- Currently Noah Crossno
- 2 alternate vacancies

Recreation and Parks Commission- Council Appointment-Currently Noah Crossno

- Tiffany Duggar-Term Expires 12/2027
- Mayor or Mayors Designees

City of Roosevelt Park Planning Commission- Council Appointment-Currently Michael Sutton

- Joshua Ohst- 12/2027
- Mayor or Mayors Designee

*Councilmember Nilson served on the Planning Commission with a term expiring 12/2024 (this month) and the Planning Commission ordinance states that only the Mayor and a Council appointee can serve on both boards. The City Council must decide their appointment, the Mayor can continue to serve (or appoint a designee), and once those are finalized. An open position with the expiration of 12/2027 should be advertised along with all other open boards and commission seats.

Recommendation: Move to reappoint community volunteers to the respective boards and commissions as presented and authorize staff to create and post all current openings and vacancies as presented.

City of Roosevelt Park

A Proud Community

Informational Updates

The following documents are informational updates and documents relating to our community. They are for your information only and no action is requested.



The Resource Recovery Center exists to improve the public health of Muskegon County citizens by receiving polluted wastewater, cleaning it up, and returning it the environment for reuse and enjoyment. We recognize the weight of our responsibility as stewards both of the environment and of our system infrastructure which enables us to do our job. Our goal is to offer our service to the people of Muskegon County at the best possible rate without compromising our stewardships.

~David Johnson, Director

FINANCIAL REPORT

Christine Morris / Administrative Analyst

OCTOBER FINANCIAL REPORT

The total operating expenses for the first month of the 2025 fiscal year were \$901,045, or 4.1% of the FY2025 budget. Total revenues for the same period were \$1,058,104, or 4.6% of the budget.

FARM REPORT

Mike Clover / Farm Manager

2024 GROWING SEASON

On November 7 we finished up the 2024 harvest. Harvest had started out fast paced and was going quite smoothly. Then after our first week and a half of harvesting the corn, things took a turn. We were plagued by constant breakdowns of our combine. Though the combine is new, there were some parts that were incorrectly installed at the factory, and eventually the incorrect parts caused us some *major* mechanical grief! After many failed attempts by our dealer and John Deere to rectify the issue, we had to rent a combine to finish the last 140 acres. Not to worry though: Deere & Company has since acknowledged the issues and released some service bulletins, and we have a plan in place with our dealer to properly fix our combine for next year’s harvest.

During combine downtime, our Ag Equipment Operators would switch to sowing cover crops and completing fall tillage. They seeded 808 acres of cover crop. They finished fall tillage on the 18th.

Our Rig Techs have been wrapping up the last bit of winterization procedures on the irrigation pivots. They were also an integral part of harvest, as they hauled grain from the fields to the grain center. Lately I’ve been involving them in writing bid specs for the three new rigs we intend to

purchase in 2025.

Our new RRC Utility Assistant did a wonderful job operating the grain center. After about a week of training, he took the reins and never looked back. He kept the place as clean as he could and kept the dryer operating at full capacity. Since harvest was completed, he’s been working diligently on final clean up of the grain center for the winter.

For the curve balls that were thrown at us, I’d still say that harvest went well. Yields were completely satisfactory, and I look forward to next year’s crop. I finished out the month compiling harvest data, preparing next year’s chemical and fertilizer bid specs, and marketing our newly stored grain.

INFRASTRUCTURE MAINTENANCE AND IMPROVEMENT PROJECTS

Doug Noyes / RRC Engineer & Project Manager

SOUTHEAST REGIONAL FORCE MAIN

Contract 1: Force Main from West Randall Lift Station to County Line | Milbocker & Sons

Although Milbocker has been able to complete tree clearing, jack and bore installation, and some HDPE pipe fusing, they haven’t been able to put a significant amount of pipe in the ground due to delayed delivery of HDPE pipe fittings. Milbocker has temporarily ceased work at the site until the fittings arrive. They expect delivery in the near future, at which point they’ll resume installing the force main along 64th Avenue in Coopersville.

Contract 3: Force Main from Heights Ravenna to the RRC Treatment Site | Kamminga & Roodvoets

This month Kamminga & Roodvoets completed tree clearing and began fusing pipe. They installed a dewatering system in preparation of excavating the pipeline trench.

Contract 5: West Randall Lift Station | Grand River Construction

This month Grand River Construction completed the first wall pour (i.e., concrete pour) of the new lift station. Though they had some rain delays, they were able to start the second wall pour during the last week of the month.



"Take it from the top!" (Take the *picture* from the top, that is.) Prein&Newhof's photographer used his drone to capture this amazing view of the first wall pour at the West Randall Lift Station. The boom of the concrete pump extends like the claw of a giant praying mantis to deliver the concrete precisely where needed.

IRRIGATION MAIN REPLACEMENT PROJECT, YEAR 1

Starting near our retired North Irrigation Pump Station, Kamminga & Roodvoets (K&R) began installing 30" ductile iron pipe on November 4. They completed about 1600 feet of pipe to the pivot in field 18 and then started preparations for laying about 1800 feet of pipe to reach the pivot in field 12. They did encounter an issue that impeded their progress. It arose because the old record drawings inaccurately depicted the location of a section of the existing AC pipe force main. (A.C. pipe = Asbestos Cement pipe.) The proposed new irrigation line was designed such that it would *parallel* the existing AC line rather than cross paths with it. The goal was to *minimize* the amount of AC pipe that would need to be removed and *maximize* the amount of AC pipe that could be abandoned in place (because removing and disposing of AC pipe is expensive). K&R had even unearthed the existing AC pipe in a handful of places to verify its location before starting the installation of the new pipe. The unearthed sections seemed to indicate that the

existing pipe followed what was shown on the old record plans. However, once they started installing the new pipe, they discovered that the existing AC pipe actually made a drastic curve directly into the path of the proposed pipe! It required K&R to remove approximately 250' of AC pipe that they weren't originally planning on. BUT *that's* why we include a bid item for "Unforeseen Circumstances"!

The beauty of this 1st year irrigation main replacement project is that it will eliminate the problematic bottle neck caused by the old force main's being routed through the old North Irrigation Pump Station, where the existing pipe goes from 30" down to 16" and then back to 30".



Workers install a manhole for an air release valve on the new section of irrigation main.

STATISTICAL COMPARISONS

Amelia Işitan / Operations Supervisor

FLows AND LAGOON LEVELS

The average daily piped wastewater flow (Fig. 1) received at the MCRRC in October was 9.97 MGD, 0.6% lower than last year. Hauled waste volume (Fig. 2) in October was 9.7 MG, 28% lower than last year. The decrease was due in part to a drop in flow from Fairlife. In October of 2023, Fairlife brought us 7.9 MG. This October it sent us 2.3 MG. These fluctuations in Fairlife's hauled waste volume significantly contribute to the changes in these statistics. Our lagoon levels are 23.8% lower than last year, with 1,391 MG stored as of the beginning of November (Fig. 3).

Figure 1

2022 - 2024 Total Piped Wastewater Monthly Flow

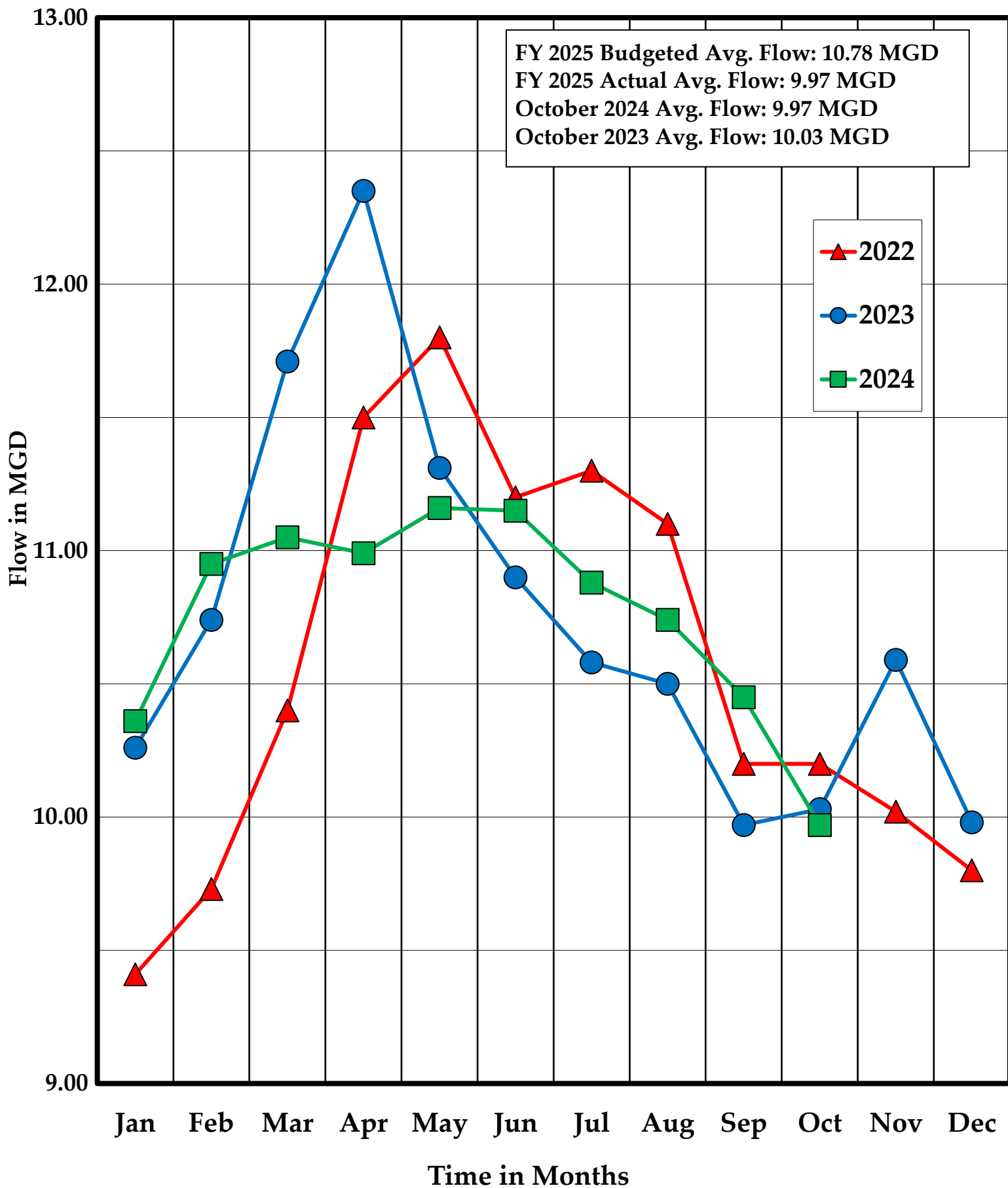


Figure 2

2022 - 2024 Hauled Waste Monthly Volume

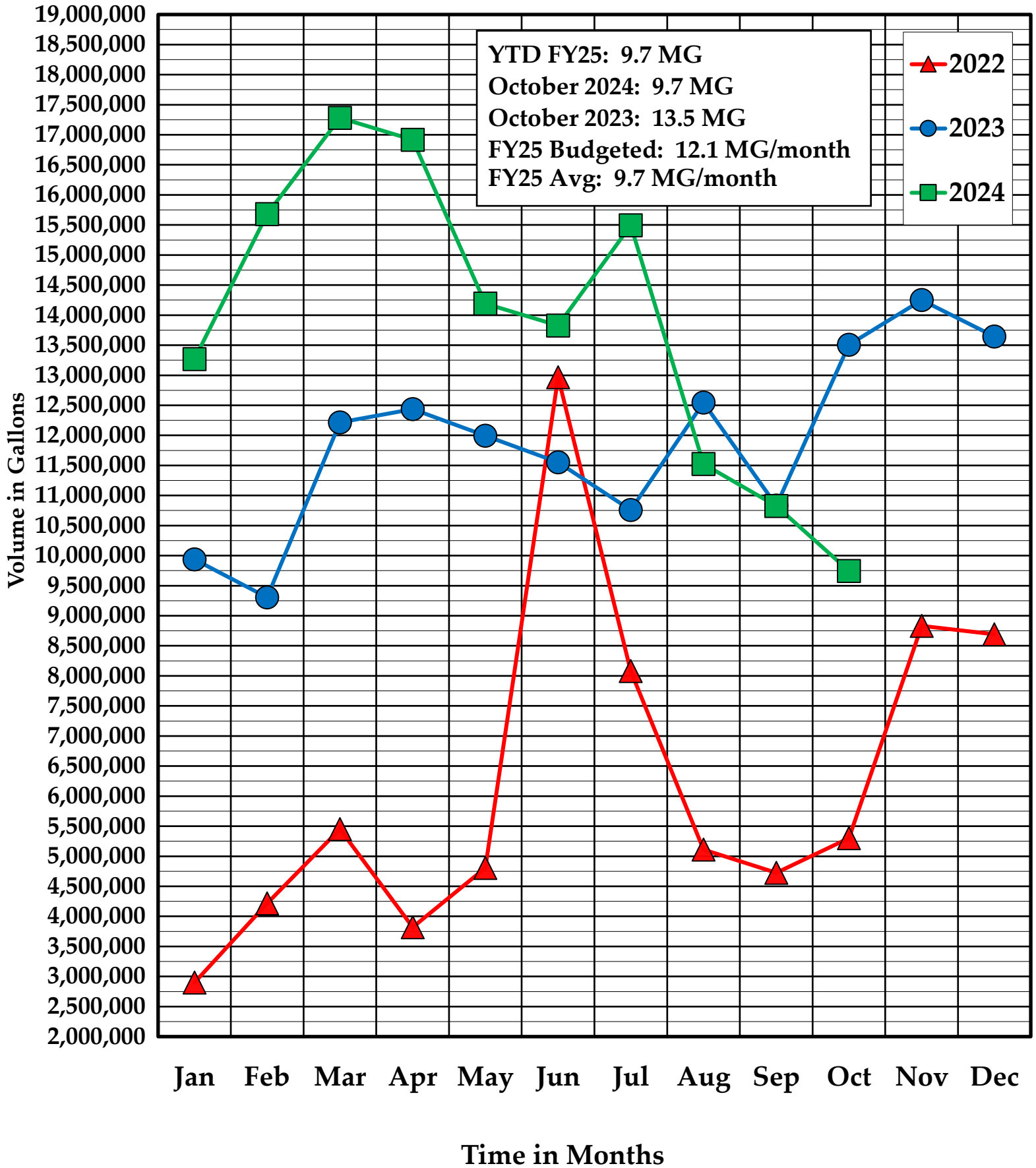
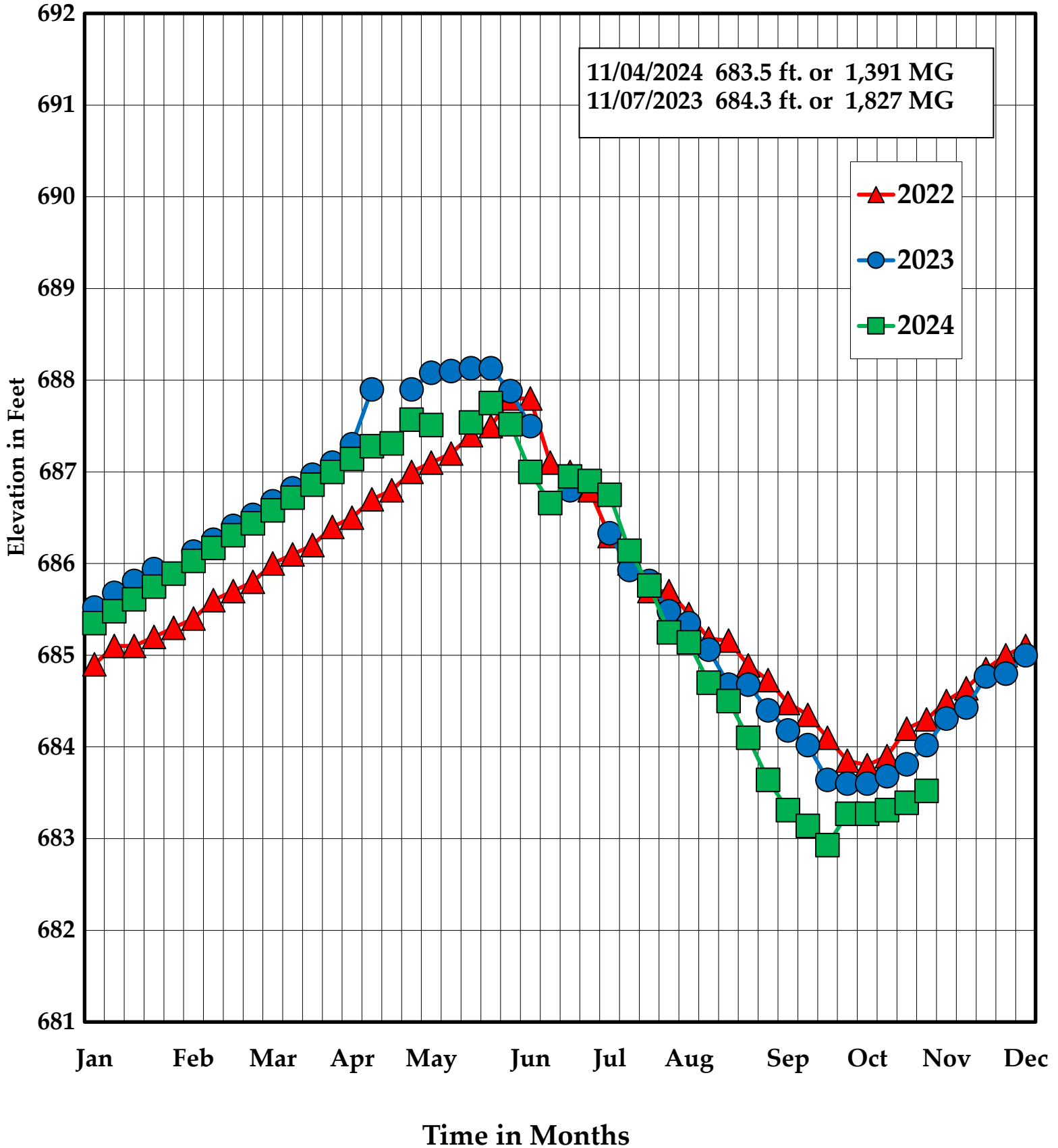


Figure 3

2022 - 2024 Metro Lagoon Elevation





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KAREN COFFMAN

December 4, 2024

Kathryn Dibble, CPFIM
City of Roosevelt Park
900 Oakridge Road
Muskegon, MI 49441

Dear Kathryn:

Congratulations on achieving the APT US&C Certified Public Funds Investment Manager (CPFIM) Certification. In recognition of your commitment to achieve this professional achievement, please find the enclosed plaque to display in your office.

This nationally recognized certification is a testament to your commitment to gain greater understanding and knowledge to better manage investments on behalf of your community and clients. We trust the City of Roosevelt Park will take great pride in the dedication you displayed in earning this designation.

We look forward to continuing our partnership with you to assist in achieving your professional goals.

If you have any questions, please don't hesitate to call our office at 989-820-5205 or email us at info@aptusc.org.

Sincerely,

Vicki Kitchen, CPFA
APT US&C President

Enclosure



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December 4, 2024

PRESS RELEASE

Contact Information:

Shelley Buresh, APT US&C Executive Director
shelley@aptusc.org; 989-820.5205

Muskegon, MI Official Recognized for National Certification Achievement

Kathryn Dibble, Treasurer with the City of Roosevelt Park, has earned the Certified Public Funds Investment Manager (CPFIM) Certification from the Association of Public Treasurers of the United States and Canada (APT US&C).

The nationally recognized Certified Public Funds Investment Manager certification program is designed to provide treasury professionals with the confidence and knowledge to better manage investments on behalf of their municipalities.

To earn the CPFIM certification, individuals must participate in a six-hour certification training and successfully pass a comprehensive exam on the following training objectives components: identifying and understanding investment options; how and where to buy investments; establishing internal controls and developing procedures; identifying and mitigating risk in the portfolio; quantifying and reporting safety measures; understanding liquidity needs and yield calculations; managing and forecasting investments; and, implementing and monitoring strategy.

The CPFIM is awarded to approximately 125 individuals annually. In order to maintain the certification, recipients must demonstrate continued investment training through a reapplication process every five years.

APT US&C is a national organization formed in 1967. It was founded to support public treasury managers, financial officers, and private sector representatives with quality treasury management education and training, professional certifications and peer networking opportunities to strengthen their commitment to public service.

Additional information on APT US&C can be found at www.APTUSC.org.

www.aptusc.org

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