



VILLAGE OF SUTTONS BAY
Village Council Regular Meeting
420 N. Front Street, Suttons Bay, MI 49682
March 17, 2025, 5:30 p.m.

Agenda

1. Regular Meeting Called to Order
2. Roll Call
3. Consent Agenda
 - a. Approval of Minutes
 - b. Payment of Invoices
4. Agenda Approval
5. Public Comment / Communication (please limit to no more than three (3) minutes)
6. Unfinished Business
7. New Business
 - a. VSB-2025-08 Abonmarche A-Dock Contract
 - b. VSB-2025-09 Cross Connection Survey Contract-Hydro Corp
 - c. VSB-2025-11 ESTA-Personnel Policy Updates
8. Special Committee Reports/Staff Reports
9. Good of the Order (Council Member Comments)
10. Public Comment (please limit to no more than three (3) minutes)
11. Adjournment

If you are planning on attending this meeting and are disabled requiring any special assistance, please notify the Village Clerk by calling 231.271.3051 or by email suttonsbay@suttonsbayvillage.org as soon as possible.



VILLAGE OF SUTTONS BAY
420 N FRONT STREET, SUTTONS BAY, MI 49682
VILLAGE COUNCIL
MEETING MINUTES OF FEBRUARY 18, 2025

The meeting was called to order at 5:30 a.m. by President Lutke.

Present: Bahle, Christensen, Lutke, Perkins, Suppes

Absent: Smith and Yoder

Staff present: Larrea & Petroskey

Consent Agenda

Bahle moved, Suppes seconded, CARRIED, to approve the Consent agenda as presented. The December 3, 2024 Village Council meeting minutes are approved. The payment of invoices is approved. Gary Cheadle is appointed to fill the unexpired term of Bill Perkins through December 31, 2025. Certificates of Appreciation will be sent to the Bay Area Garden Club and Green Suttons Bay. Ice Rink Water Agreement and Swim for the Bay informational. Ayes: 5, No: 0.

Conflict of Interest: None

Agenda approval

Lutke moved, Christensen seconded, CARRIED, to approve the agenda as presented. Ayes: 5, No: 0.

Public comment: None

Zoning Ordinance housekeeping Amendments

Council members were provided with Planner Kopriva's report. Larrea noted the Ordinance No Z-2025-01 would change the minimum story in the Bayview District to 1 Story. The planning commission unanimously recommended the amendment. Perkins asked for clarification on the various districts in the Ordinance.

Suppes moved, Bahle seconded to adopt planning commission Ordinance Z-2025-01 being Amendment 15 of Ordinance 2 of 2018 which amends the minimum story in the Bayview District from 1.5 to 1.0. Roll Call Vote. Ayes: 5, No: 0.

Larrea stated that amendment Z-2025-02 would amend Section 9-13 Wireless Communication to meet the changes in state law.

Bahle moved, Suppes seconded, CARRIED, to adopt planning commission Ordinance Z-2025-02 being Amendment 16 of Ordinance 2 of 2018 amending Article 9-13 bringing the section into compliance with State law. ROLL CALL VOTE. Ayes: 5, No: 0.

VS-2025-04 Equipment Purchase

Larrea stated that after 20 years, it was time to retire the AEBI. Larrea noted that over the years the DPW has done all it could to make repairs. Staff consulted with MI-Deal and they are recommending the purchase of a John Deere with a snow blower attachment. Larrea noted that they hope to add on a mower deck and brush hog later.

Bahle moved, Suppes seconded, CARRIED, to authorize the Village Manager to accept the quote to purchase a John Deere 1575 with a heavy duty two stage snowblower as presented. Ayes: 5, No: 0.

Staff Reports

Larrea stated he will be presenting the work plan at the next committee meetings.

Good of the Order

Council Member Perkins questioned the consent agenda items Swim for Grand Traverse Bay and the Farmer's Market. He added he would like more trees planted downtown.

Member Suppes discussed security at meetings noting that Cadillac recently had security issues.

Member Christensen stated that staff has been doing a great job plowing in the Village.

President Lutke said he would be willing to sit with Perkins to give him a general understanding of how the agenda works.

Public Comment-Bill Crackel thanked the DPW for the quick response on the sewer back-up.

The meeting was adjourned at 6:00 p.m.

Meeting minutes submitted by Dorothy Petroskey, Village Clerk.

Check Date	Check	Vendor Name	Description	Amount
Bank GEN FIFTH THIRD CHECKING				
02/20/2025	47613	BRAMER AUTO SUPPLY	CUST# 8571 WIPER BLADE	38.00
02/20/2025	47614	GRAINGER	ACCT# 871012852 WWTP SUPPLIES	423.02
02/20/2025	47615	COUNTY OF LEELANAU	POLICE PERSONNEL/MILEAGE OCT 2024	24,589.59
02/20/2025	47616	NORTHERN BUILDING SUPPLY, LLC	MULTIPLE ACCTS	77.37
02/20/2025	47617	AIRGAS USA, LLC	CYLINDER RENTALS	57.86
02/20/2025	47618	AIS CONSTRUCTION EQUIPMENT INC	LOADER MAINTENANCE	790.91
02/20/2025	47619	BECKETT & RAEDER	PLANNING SERVICES DECEMBER	90.00
02/20/2025	47620	EPS SECURITY	SVC AGREEMENT 3/2025-5/2025	255.00
02/20/2025	47621	FLEIS & VANDENBRINK ENGINEERING	PROJ# 859600 CROSS CONNECTION	4,500.00
02/20/2025	47622	HEIGHTS MACHINERY	WIPER MOTOR KT50	417.81
02/20/2025	47623	MML WORKERS COMEPENSATION FUND	POLICY PREMIUM 7/2024-7/2025	1,179.00
02/20/2025	47624	BIAISE LOWE	REFUND BAHLE WARING HUT	100.00
02/20/2025	47625	LEEANAU VENTURES-JEFF SPAULDING	REFUND-ZBA APPLICATION	500.00
02/20/2025	47626	OLSON & HOWARD, P.C.	GENERAL MATTERS/ZBA	372.00
02/20/2025	47627	PURE WATER WORKS	WATER/DELIVERY	48.00
02/20/2025	47628	LEEANAU CITY ROAD COMMISSION	88 YARDS WINTER MIX JANUARY 2025	2,264.86
02/20/2025	47629	SECURITY SANITATION, INC	BAHLE PARK PORTA JON	250.00
02/20/2025	47630	TRUCK & TRAILER SPECIALTIES	UNDER BODY GRADER BLADES	1,546.80
02/26/2025	19466(E)	CHERRYLAND ELECTRIC	1522 RICHTER FEB 2025	306.90
02/26/2025	19467(E)	ADOBE	MNGRS SOFTWARE	21.19
02/26/2025	19468(E)	AMAZON	PRESSURE WASHER SOAP	41.78
02/26/2025	19469(E)	AMAZON	OFFICE SUPPLIES	11.49
02/26/2025	19470(E)	AMAZON	OFFICE SUPPLIES	32.99
02/26/2025	19471(E)	AMAZON	RECEIPT BOOK-OFFICE	17.94
02/26/2025	19472(E)	AMAZON	BUBBLE MAILERS	14.99
02/26/2025	19473(E)	BRIGHTSPEED	TELEPHONE SERVICE-MULTIPLE FEB 2025	676.63
02/26/2025	19474(E)	BRIGHTSPEED	TELEPHONE SERVICE-1522 RICHTER	217.98
02/26/2025	19475(E)	CARBONITE	ANNUAL WEBROOT SUBSCRIPTION	95.99
02/26/2025	19476(E)	CHARTER COMMUNICATIONS	665 N FRONT STREET FEB 2025	119.98
02/26/2025	19477(E)	CHARTER COMMUNICATIONS	420 FRONT STREET FEB 2025	159.98
02/26/2025	19478(E)	FIFTH THIRD BANK	BANK FEES FEB 2025	210.63
02/26/2025	19479(E)	CHARTER COMMUNICATIONS-NATL	ACCT# 103479401 FEB 2025	129.98
02/26/2025	19480(E)	WELLS FARGO FINANCIAL LEASING	CONT# 4500147001000-COPIER LEASE	83.79
02/26/2025	19481(E)	MICHIGAN RETAILERS SERVICES	ID# 46597-001 MARCH PREMIUM	611.76
02/26/2025	19482(E)	FITNEY BOWES - PURCHASE POWER	POSTAGE RESERVE	1,000.00
03/04/2025	19483(E)	CONSUMERS ENERGY	ADDTL 3 CENTS TO COMSUMERS	0.03
03/10/2025	47631	ACE WELDING & MACHINE, INC	WELDING REPAIR SNOW PUSHER LOADER	785.13
03/10/2025	47632	BRAMER AUTO SUPPLY	ZIP WAX LIQUID	33.43
03/10/2025	47633	DC COLLECTIVE GROCER	BLEACH/BWH	10.05
03/10/2025	47634	ART'S AUTO AND TRUCK PARTS INC	40LB OIL DRUM	149.28
03/10/2025	47635	LEEANAU ENTERPRISE	ZONING AMENDMENT-WIRELESS-BAYVIEW	198.80
03/10/2025	47636	AIRGAS USA, LLC	MONTLY CYLINDER RENTAL	46.68
03/10/2025	47637	AIS CONSTRUCTION EQUIPMENT INC	JD LOADER COMPLETE OIL SERVICE	654.31
03/10/2025	47638	DANBROOK ADAMS RAYMOND	LEGAL SERVICES-ESTA	520.00
03/10/2025	47639	KISM, LLC	SCADA MONITORING 2025-2026	576.00
03/10/2025	47640	SKROCKI, DAVID	REFUND-OVER PAYMENT MWL	300.00
03/10/2025	47641	ROMULUS ALBU	REFUND DEPOSIT BWH	25.00
03/10/2025	47642	STEPHANIE KEYTE	CLEANING SERVICE JAN 2025	100.00
03/10/2025	47643	MR CLEAN	PROJ# 40472316.16	750.00
03/10/2025	47644	JACOBS ENGINEERING GROUP, INC	DOOR OPENERS DPW BARN	17,795.25
03/10/2025	47645	OVERHEAD DOOR COMPANY	MAIL POSTAGE CERTIFICATES REIMBURSE	224.64
03/10/2025	47646	DOROTHY PETROSKEY	HC COOLER RENTAL	18.88
03/10/2025	47647	PURE WATER WORKS	UNLEADED/LEADED FEBRUARY	74.00
03/10/2025	47648	LEEANAU CITY ROAD COMMISSION	WATERWHEEL PARK PORTA JOHN	3,682.70
03/10/2025	47649	SECURITY SANITATION, INC	3 5/8 MODEL 25	250.00
03/10/2025	47650	SLC METER, LLC	FILE# 15455-0001 MONCHILLOV	213.10
03/10/2025	47651	SMITH & JOHNSON, ATTORNEYS		927.25

Check Date	Check	Vendor Name	Description	Amount
03/10/2025	47652	STANDARD INSURANCE COMPANY	642946 0117, MARCH PREMIUM	581.97
03/11/2025	19485(E)	AMAZON	OFFICE SUPPLIES	34.53
03/11/2025	19486(E)	AMAZON	BUBBLE MAILERS-OFFICE	19.48
03/11/2025	19487(E)	AT&T MOBILITY	CELL PHONE-MULTIPLE ACCTS. MARCH 2025	488.04
03/11/2025	19488(E)	BARN OWL TECH	BWH/WATER TOWER CAMERAS	38.58
03/11/2025	19489(E)	CHARTER COMMUNICATIONS	ACCT#005326901 MARCH 2025	139.99
03/11/2025	19490(E)	ESRI	GIS SOFTWARE 2025	1,750.00
03/11/2025	19491(E)	GFL ENVIRONMENTAL	1520 RICHTER RD MARCH	332.82
03/11/2025	19492(E)	PITNEY BOWES	ACCT# 0016108757 2ND QTR LEASE	140.10
03/11/2025	19493(E)	PRIORITY HEALTH	GROUP 784340 2025 MARCH PREMIUM	10,872.14
03/11/2025	19494(E)	VISION SERVICE PLAN	ACCT# 30 017164 001 MARCH PREMIUM	221.49


GEN TOTALS:

Total of 68 Checks:

Less 1 Void Checks:

Total of 67 Disbursements:

83,217.89
0.03
83,217.86

		VILLAGE OF SUTTONS BAY REPORT VSB -2025 - 08	
Prepared:	March 5, 2025	Pages:	1 of 1
Meeting:	March 17, 2025	Attachments:	<input checked="" type="checkbox"/>
Subject:	A-Dock Contract		

PURPOSE

To accept the Abonmarche proposal.

BACKGROUND

Several months ago, the Village teamed up with Abonmarche to draft a Marina Master Plan and to strategize, draft and submit three grant requests to the State of Michigan in around a weeks' time. This was truly a team effort between Abonmarche and village staff who all worked diligently to meet the seemingly impossible deadline. We successfully obtained funding for two of those requests, the boaters service grant / public restroom, which is under contract and the A-Dock improvement grant, which is before you for consideration.

STAFF COMMENT

The contracts have been split into two phases, which is common for these large projects. This contract, (\$68,000) is approximately half of the budgeted cost, and will essentially begin the due diligence process, including the permitting and preliminary engineering process of the project. The second phase will include final engineering and design bid assistance etc.

Although we have already budgeted for this improvement, and formerly accepted the grant from the State of Michigan, we feel it is fitting to have the Village Council formerly direct us to move forward with this first step of implementing the approximately \$450,000 grant.

The proposal is in direct alignment with the grant application. The numbers were approved as a part of our grant application, acceptance of the grant, and finally as a part of our 2025 budget.

ACTION REQUESTED

MOTION THAT the Village Council direct the Village Manager to execute the agreement with Abonmarche for the services described in Report VSB-2025-08 and being made a part of this motion.

January 27, 2025

ATTN: Edie Aylsworth
Village of Suttons Bay
PO Box 395, 420 Front Street
Suttons Bay, MI 49682
sbmarina@suttonsbayvillage.org

Re: Suttons Bay Marina – Phase 1 Marina Improvements Project (rev1)

Dear Ms. Aylsworth:

Abonmarche is pleased to present this engineering services proposal for the first phase of marina improvements following updates to the Master Plan. The following will detail our understanding of work to be completed in this first phase of marina improvements and the proposed scope of services.

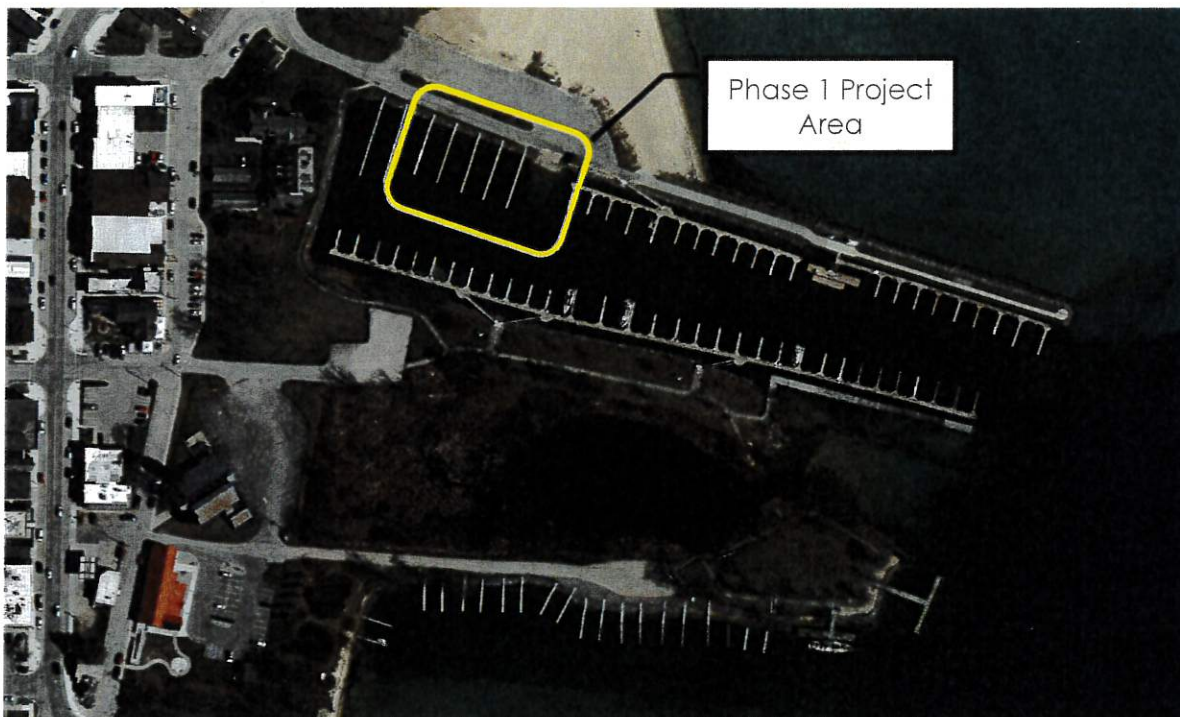


Figure 1: 2022 Aerial Image (Courtesy Google Earth)

PROJECT UNDERSTANDING

The Suttons Bay Harbor Master Plan update in 2023 identifies areas of the marina slated for improvement, funding strategies, and includes a phasing plan for implementation of construction. Since receiving funding from the MDNR Waterways Grant, Abonmarche understands that the Village of Suttons Bay intends to begin the first phase of construction which will prioritize updates to the existing A-Dock, removal of existing boat ramp, and a few minor upland improvements.



Figure 2: Existing A-Dock facing NW

The existing A-Dock consists of seven floating finger piers, each with a short, seasonal ramp connection to upland space. A-Dock provides a mix of 30% seasonal slips while 70% are reserved for transient mooring of smaller boats/dinghies as day use/shopper docks.

Updating the dock to meet ADA accessibility standards, reconfiguring the dock to incorporate a more modern dock configuration, and installing future marine utilities will bring A-Dock up to standard. In addition, the long-term plan for A-Dock will maximize use of the marina basin footprint.



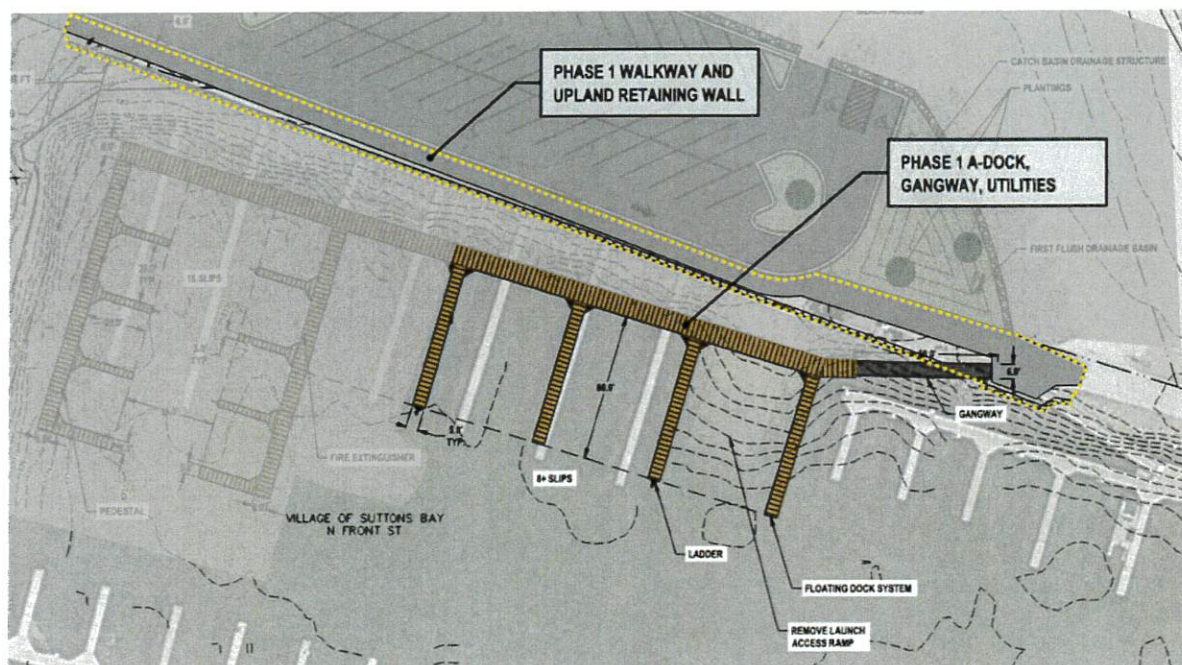


Figure 3: Conceptual Drawing for Phase 1 (Marina Master Plan)

The following specific scope items will be included in the first phase of improvements:

A-Dock Improvements

- Removal of four of seven existing floating docks west of existing boat launch.
- Floating dock installation for main pier and finger piers including gangway (ADA-accessible) with required floating dock anchorage.
- Utility pedestals with water/electric service, dock lighting to each new boat slip.
- Dock-mounted life-preserver rings and fire extinguisher posts.
- Dock-mounted egress ladders for safety.
- Dock wayfinding and safety signage.

Boat Ramp Removal

- Removal of concrete boat launch ramp.
- Replace the boat ramp with stone revetment.

Miscellaneous Landside Improvements

- Earthwork, grading, and as-needed Soil Erosion and Sedimentation Control
- New ADA-accessible concrete sidewalk.
- New 4ft tall, segmental block retaining wall along sidewalk.
- Concrete abutment (with utility penetrations to A-Dock) to support gangway connection.



FEES

Our fees to complete the above scope of services, including direct costs, are proposed for the following lump sum fees, except where noted otherwise:

Task 1 – Topographic Survey	\$ 7,000
Task 2 – Hydrographic Survey	\$ 6,100
Task 3 – Sediment Sampling/Analysis	[Excluded]
Task 4 – Preliminary Engineering	\$ 43,500
Task 5 – Pre-Application Meeting with Regulatory Agents	\$ 2,500
Task 6 – Joint Permit Application	\$ 4,100
Task 7 – Permit Processing (Time & Materials Budget)	\$ 3,600
Task 8 – Grant Assistance	\$ 1,200
Total Fee:	\$ 68,000

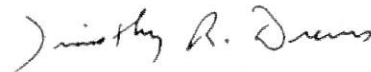
Your authorization of our standard professional services agreement (attached) will authorize us to commence the work. If you have any questions or need further clarification, please feel free to contact me at our office.

Sincerely,

Abonmarche Consultants, Inc.



Michael Morphey, PE, LEED AP
Waterfront Group Director/Sr. Project Manager




Timothy R. Drews, PE, PTOE, RSP
Vice President

cc: Martin Rivas, PE
Rachel McNamara, PE

Attachments: Professional Services Agreement
Abonmarche Standard Rates



		VILLAGE OF SUTTONS BAY REPORT VSB -2025 - 09	
Prepared:	March 04, 2025	Pages:	1 of 1
Meeting:	March 17, 2025	Attachments:	<input checked="" type="checkbox"/>
Subject:	Hydro Corp Proposal		

PURPOSE

To discuss entering into an agreement with Hydro Corp to implement cross-connection services in accordance with the Safe Drinking Water Act.

STAFF COMMENT

The State of Michigan has instructed communities to establish and implement a cross-connection program for the purpose of preventing drinking water contamination. To explain further, as with all water lines, we rely on constant positive pressure to properly move water through the system. When positive pressure is disrupted (ie broken pipe etc) a negative water flow could occur, resulting in a "backflow" of water (hose bib, irrigation system, sinks, toilet etc), into the system contaminating our water supply. The program, requires communities to identify cross-connections and install backflow preventers where appropriate, and report the results back to the State annually.

Modern plumbing codes address this concern at the time of construction; however, older structures may lack backflow connectors so it's important to be able to effectively identify and resolve cross connection hazards in an efficient manner. Once these cross-connection hazards are identified, the installation of backflow preventers and periodic inspections are required.

Unfortunately, the village is not in the position to hire the additional staff needed to meet the qualifications and specific regulations of this unfunded, state mandated program. Therefore, similar to other communities who share similar limitations, we are partnering with a private company that specializes in the implementation of this state mandated program. This is the most cost-effective way of staying in compliance with the State of Michigan and Safe Drinking Water Act.

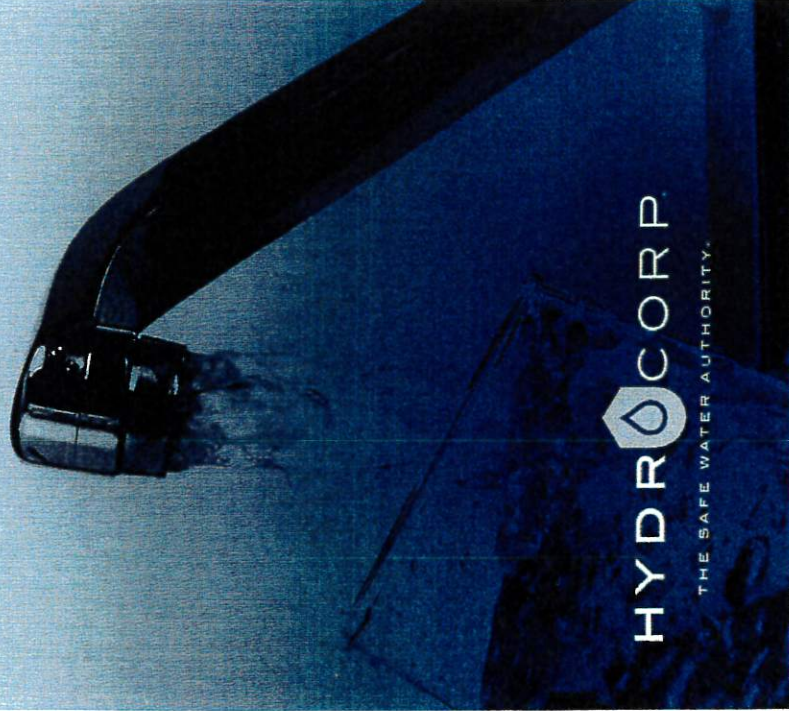
The proposal is for a 5-year period with a total cost of \$55,070.98. Hydro Corp will conduct 96 annual inspections over 60 months. Hydro-Corp will implement the program, inform and educate our residents, perform inspections, and report back to the state. This company comes with high regard and has built a good rapport with the State of Michigan in providing these services for communities over the years.

ACTION REQUESTED

MOTION THAT: The Village Council authorize the Village Manager to finalize an agreement with Hydro Corp for the services described in Report VSB-2025-09 and being made a part of this motion.

protecting the safety of your home's drinking water

From the Hazards of Cross-Connections and Backflow



HYDRACORP

THE SAFE WATER AUTHORITY.

MICHIGAN

What is a Cross Connection?

A cross-connection is an actual or potential connection between the safe drinking water

Backsiphonage
May occur due to a loss of pressure in the municipal water system during a fire fighting emergency, a water main break or system repair. This creates a siphon in your plumbing system which can draw water out of a sink or bucket and back into your water or the public water system.

Backpressure
May be created when a source of pressure (such as a boiler) creates a pressure greater than the pressure supplied from the public water system. This may cause contaminated water to be pushed into your plumbing system through an unprotected cross-connection.

Water normally flows in one direction. However, under certain conditions, water can actually flow backwards; this is known as Backflow. There are two situations that can cause water to flow backward: backsiphonage and backpressure.

(potable) supply and a source of contamination or pollution. State plumbing codes require approved backflow prevention methods to be installed at every point of potable water connection and use. Cross-Connections must be properly protected or eliminated.

How does contamination occur?

When you turn on your faucet, you expect the water to be as safe as when it left the treatment plant. However, certain hydraulic conditions left unprotected within your plumbing system may allow hazardous substances to contaminate your own drinking water or even the public water supply.

Water normally flows in one

direction. However, under certain conditions, water can actually flow backwards; this is known as Backflow. There are two situations that can cause water to flow backward: backsiphonage and backpressure.



Insights to
protect
your
drinking
water

Do...

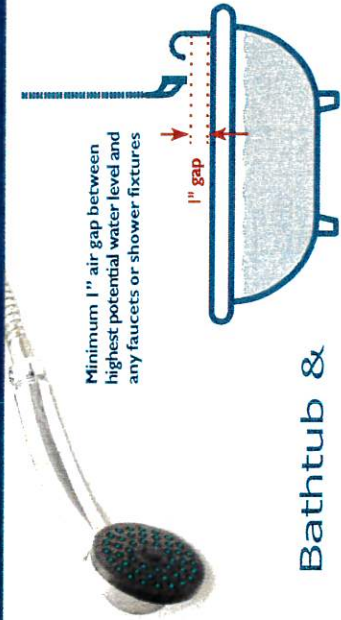
- Ensure that lawn irrigation systems have proper backflow protection. Backflow Prevention Assemblies must be tested at appropriate intervals by a certified tester, as required by your local water provider and plumbing codes.
- Verify and install a simple hose bibb vacuum breaker on all threaded faucets around your home.
- Make sure water treatment devices such as water softeners have the proper "air gap", which is a minimum of one inch above any drain.

Don't...

- Submerge hoses in buckets, pools, tubs, sinks or ponds.
- Use spray attachments without a backflow prevention device.
- Connect waste pipes from water softeners or other treatment systems directly to the sewer or submerged drain pipe. Always be sure there is a one-inch "air gap" separation.



AVOIDING BACKFLOW THROUGHOUT THE HOME



Bathtub & Shower Fixtures

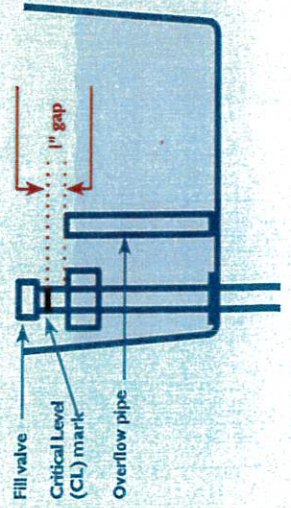
A hand-held shower fixture is compliant if:

- When shower head is hanging freely, it is at least 1" above top of the flood level rim of the bathtub
- Complies with ASSE#1014
- Has the ASME code A112.18.1 stamped on the handle

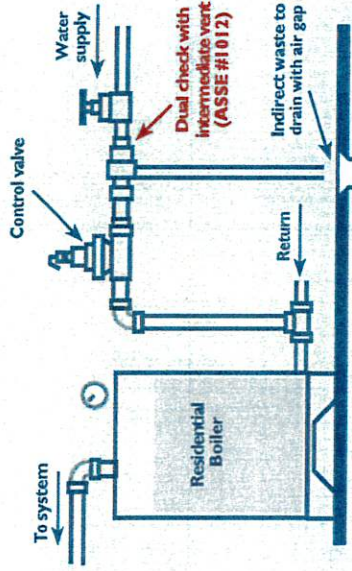
Toilet Tanks

There are many unapproved toilet tank fill valve products sold at common retailers which do not meet the state plumbing code requirements for backflow prevention.

- Look for the ASSE #1002 Standard symbol on the device and packaging.
- Replace any unapproved devices with an ASSE #1002 approved anti-siphon fill valve device. Average cost is typically \$12 to \$22 at home improvement stores.
- Verify overflow tube is one inch below critical level (CL) marking on the fill valve.



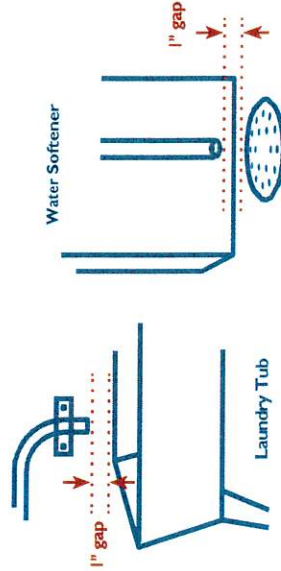
Boilers



Boilers with chemical additives require an ASSE #1013 – Reduced Pressure Principle Backflow Prevention Assembly.

Elsewhere in the Home

Always maintain an air gap of at least 1 inch between the end of drain hoses and the highest potential water level.



Home Exterior

Verify all outside faucets are protected with a hose bibb vacuum breaker of the ASSE-certified types shown below.



DID YOU KNOW?

Your water can become contaminated if connections to your plumbing system are not properly protected! The purpose of the local Cross-Connection Control Program is to ensure that everyone in the community has safe, clean drinking water.

Public Health & Safety...

To avoid contamination, backflow preventers are required by state plumbing codes wherever there is an actual or potential hazard for a cross-connection. The Michigan Department of Environmental Quality (MDEQ) requires all public water suppliers to maintain an on-going Cross-Connection Control Program involving public education, onsite inspections, and if required, corrective actions by building and home owners.

For more detailed information about cross-connection

control and backflow prevention in Michigan, please visit

www.hydrocorpinc.com/residential

CORPORATE OFFICE


5700 Crooks Rd., Ste. 100

Troy, MI 48068

800.690.6651 or 248.250.5000

www.hydrocorpinc.com

HYDRACORP.
THE SAFE WATER AUTHORITY.

		VILLAGE OF SUTTONS BAY	
		REPORT VSB -2025-11	
Prepared:	March 10, 2025	Pages:	1 of 1
Meeting:	March 17, 2025	Attachments:	<input checked="" type="checkbox"/>
Subject:	Michigan Earned Sick Time Act Changes		

PURPOSE

To approve state mandated amendments to the Employee Handbook.

OVERVIEW

Following a Michigan Supreme Court decision, the State of Michigan passed a new law requiring various changes and clarifications to the Michigan Earned Sick Time Act (ESTA). These mandated changes to ESTA were signed by the governor on Feb. 21, 2025, with immediate effect.

In short, these laws are intended to provide greater clarity and flexibility to both employees and employers with respect to paid time off. Our employment attorney, following a review of our Employee Handbook, has recommended numerous changes to ensure compliance with this new law.

Attached are the 6- pages of changes required to both Section 7.0 & 7.1. For your ease in understanding, the following applies to the text:

BLACK TEXT = Current language

BLUE TEXT = Text to be removed

RED TEXT = New text required by law

We are required to adopt these changes prior to March 21, 2025, to remain compliant.

ACTION REQUESTED

MOTION THAT the amendments to the Employee Handbook as described and attached to Report VSB-2025-11 be adopted.

7.0 Paid Time-Off (Combined Sick and Personal) and Vacation Time

The Village believes that employees should have opportunities to enjoy time away from work to help balance their lives. For this reason, the Village provides full-time employees with ~~for~~ Paid Time Off (PTO), which includes combined sick time and personal time, and Vacation Time, ~~to all full-time employees.~~ The PTO provided under this policy includes any and all leave required under Michigan's Earned Sick Time Act (ESTA). All other employees will receive leave required under ESTA through the Village's Earned Sick Time policy.

Full-time employees are awarded PTO every year on January 1st, and Vacation Time every year on their anniversary date. New hires will receive their annual PTO award on a prorated basis based on the amount of time remaining in the calendar year; the full Vacation Time award is provided on the hire date. Any prorated award of PTO will be provided to the employee in writing, explaining the proration based on expected hours worked and time remaining in the calendar year.

As required under ESTA, because PTO is awarded upfront, it is available for immediate use by full-time employees in accordance with this policy. However, during the 60-day probationary period, PTO can only be used for ESTA Reasons, as outlined below. New hires must successfully complete their 60-day probationary period prior to using PTO for reasons other than ESTA Reasons and prior to using any PTO or awarded Vacation Time. ~~Upon such successful completion, new hires will receive, retroactively, their annual PTO on a prorated basis through the end of the calendar year, and their first year Vacation Time.~~

Once the probationary period is completed, PTO provides full-time employees with the freedom to decide how to use their time away from work, for any reason, including without limitation, for personal time, and ~~and sick time.~~ any of the reasons permitted under ESTA (the ESTA Reasons), including:

- The employee'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;
- For the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for a family member of 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; and

- 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, whether or not the employee or family member has actually contracted the communicable disease.

For purposes of ESTA, "family member" under this policy includes: biological, adopted or foster child, stepchild or legal ward, or a child to whom the employee stands in loco parentis; biological parent, foster parent, stepparent, adoptive parent, or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child; an employee's spouse or domestic partner; grandparent; grandchild; biological, foster, and adopted sibling; any other individual related to the employee by blood; and any other individual whose close association with the employee is the equivalent of a family relationship.

The use of PTO and Vacation Time is not considered time worked in the calculation of overtime.

Award:

Employees will be awarded~~accrue~~ PTO and Vacation Time in the amounts~~at the rates~~ set forth below:

<u>Years of Service</u>	<u>PTO Days</u>	<u>Vacation Days</u>
0 to < 2	13 days	5 days
2 to < 10	13 days	10 days
10 to < 20	13 days	15 days
20 +	13 days	20 days

If a full-time employee receives a prorated award of PTO that is less than 72 hours, the Village will assess the minimum amounts due under ESTA and should the employee's actual hours worked result in more PTO under ESTA than what was initially awarded upfront, the Village will make the appropriate adjustment at that time, up to 72 hours. As permitted under ESTA, exempt employees are presumed to work forty (40) hours each week, unless their regular schedule is less than that.

~~Part time employees will be awarded ten (10) days PTO each year. New hires must successfully complete their 60-day probationary period prior to using any PTO.~~

~~Employees will be awarded their annual Vacation Time each year on their anniversary date, and will be awarded their annual PTO each year on January 1st.~~ Use and Submitting Requests:

Full-time employees may not use more than their annual award of PTO in each calendar year, and may not use more than their award of Vacation Time each anniversary year.

Vacation Time and PTO requests are to be submitted in writing as follows:

- For PTO used for ESTA Reasons: When utilizing PTO for ESTA Reasons, the employee must notify the Village Manager that PTO is needed for an ESTA Reason, so that the Village can ensure such time is granted in accordance with ESTA. If the need for leave is foreseeable, employees must provide the notice up to seven (7) days prior to the intended use of the PTO. If the need for leave is not foreseeable, employees must notify the Village Manager as soon as practicable.

If the employee is absent for ESTA Reasons for more than three (3) consecutive work days, the Village may request documentation substantiating that the absence was for an ESTA Reason. The documentation need not include the description of the illness or the details of the violence or assault, if applicable; the Village will pay the out-of-pocket expenses that the employee incurs in obtaining the documentation, to the extent required under ESTA; and the commencement of PTO for ESTA Reasons will not be delayed based on failure to receive documentation. Documentation must be provided within fifteen (15) days of the Village's request.

Once the employee has used at least 72 hours of PTO for ESTA Reasons in a calendar year, the Village's regular PTO request procedures apply.

- For Vacation Time, and for PTO used for reasons other than ESTA Reasons: Requests for Vacation Time and PTO for non-ESTA Reasons (or when at least 72 hours of PTO have been used for ESTA Reasons in that calendar year), the employee must notify the Village Manager in writing as far in advance as possible, with at least two (2) weeks' notice when possible, ~~to the Village Manager~~. —When not possible, requests must be made as soon as reasonably possible. The granting of a particular PTO or Vacation Time request under this bullet is subject to the scheduling, personnel and business needs of the Village, unless otherwise required by law. ~~PTO days and~~ Vacation Time and PTO for non-ESTA Reasons may not be used the day before or the day after a holiday without the prior approval of the Village Manager.

Any absence for an ESTA Reason will be charged to PTO, before any unpaid leave is taken for an ESTA Reason, if any. Unless requested by the employee, absences for non-ESTA Reasons will not be automatically charged to the employee's PTO if it would interfere with the employee's ability to use 72 hours of PTO for ESTA Reasons in each calendar year. Employees are required to exhaust all ~~PTO and~~ Vacation Time prior to being approved for an unpaid leave of absence, as set forth the Family Medical Personal Leave policy. Further, Vacation Time must be used for all excused absences, unless otherwise permitted by the Village's policy or law (e.g. bereavement, jury duty and military leave).

Full-time employees are expected to appropriately manage their PTO, understanding that they are responsible for saving sufficient PTO to account for any needed ESTA Reasons; thus, if an

employee voluntarily uses available PTO for non-ESTA Reasons, then no additional PTO will be granted to cover absences for ESTA Reasons after PTO is exhausted.

Carry-Over and Separation:

Because PTO is awarded upfront each year in amounts meeting or exceeding ESTA requirements, unused PTO is not carried over into the following calendar year; ~~There is no carryover allowed of PTO~~; any PTO hours not used during the calendar year will be forfeited. There is no carryover of Vacation Time; any Vacation Time not used during the anniversary year will be forfeited.

Upon separation of employment, ~~Accrued and~~ unused PTO and Vacation Time in the banks at that time will be paid out ~~that has not been forfeited is payable upon separation of employment~~ based upon the employee's regular rate of pay, and on a prorated basis. If the employee has used more PTO and Vacation Time than the employee would have otherwise accrued by that time in the calendar or anniversary year, as applicable, then no payment will be made.

If a full-time employee is separated, and is rehired within two (2) months of the separation, the Village will reinstate the previously unused PTO bank, to the extent that it was not already paid out. Employees rehired more than two (2) months after their separation are not entitled to any reinstatement of unused PTO; such PTO is lost.

Retaliation:

The Village will not retaliate against employees for the use of PTO as permitted under ESTA for ESTA Reasons.

~~The use of PTO and Vacation Time is not considered time worked in the calculation of overtime. Accrued PTO and Vacation Time must be used for all excused absences, unless otherwise permitted by the Village's policy or law (e.g. bereavement, jury duty and military leave).~~

~~Vacation Time and PTO requests are to be submitted in writing as far in advance as possible, with at least two (2) weeks' notice when possible, to the Village Manager. When not possible, requests must be made as soon as reasonably possible. The granting of a particular PTO or Vacation Time request is subject to the scheduling, personnel and business needs of the Village. PTO days and Vacation Time may not be used the day before or the day after a holiday without the prior approval of the Village Manager. Employees are required to exhaust all PTO and Vacation Time prior to being approved for an unpaid leave of absence, as set forth the Family Medical Personal Leave policy.~~

7.1 Earned Sick Time

Effective February 21, 2025, to ensure compliance with Michigan's Earned Sick Time Act (ESTA), with the exception of "Excluded Employees", all other employees who are not otherwise eligible for PTO under the Paid Time Off and Vacation Time policy (e.g. part-time, temporary, and seasonal employees, etc.), are eligible to accrue Earned Sick Time (EST) at the rate of one (1) hour for every thirty (30) hours worked. Such EST begins accruing on February 21, 2025 or on the date of hire, whichever is later, based on hours worked, and can be used upon completion of

one hundred and twenty (120) days of employment. Eligible employees may only use up to 72 hours of EST each calendar year.

For purposes of ESTA, "Excluded Employees" means (i) any employee who works for the Village under a policy where they schedule their own hours and are not subject to any minimum hour requirements, (ii) any employee who is employed under the Youth Employment Standards Act", and (iii) an unpaid trainee or unpaid intern.

When used, EST is paid at the employee's normal hourly wage in effect at the time EST is taken, not including overtime, bonuses, etc. Under ESTA, for any employee whose hourly rate varies depending on work performed, the "normal hourly wage" means the average hourly wage of an employee in the pay period immediately prior to the pay period in which the employee used EST.

EST can only be used for the following ESTA Reasons:

- The employee'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;
- For the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for a family member of 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; and
- 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, whether or not the employee or family member has actually contracted the communicable disease.

For purposes of ESTA, "family member" under this policy includes: biological, adopted or foster child, stepchild or legal ward, or a child to whom the employee stands in loco parentis; biological parent, foster parent, stepparent, adoptive parent, or legal guardian of an employee or an

employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child; an employee's spouse or domestic partner; grandparent; grandchild; biological, foster, and adopted sibling; any other individual related to the employee by blood; and any other individual whose close association with the employee is the equivalent of a family relationship.

The use of EST is not considered time worked in the calculation of overtime.

When utilizing EST, the employee must notify the Village Manager that EST is needed for an ESTA Reason, so that the Village can ensure such time is granted in accordance with ESTA. If the need for leave is foreseeable, employees must provide the notice up to seven (7) days prior to the intended use of the EST. If the need for leave is not foreseeable, employees must notify the Village Manager as soon as practicable.

If the employee is absent for ESTA Reasons for more than three (3) consecutive work days, the Village may request documentation substantiating that the absence was for an ESTA Reason. The documentation need not include the description of the illness or the details of the violence or assault, if applicable; the Village will pay the out-of-pocket expenses that the employee incurs in obtaining the documentation, to the extent required under ESTA; and the commencement of EST will not be delayed based on failure to receive documentation. Documentation must be provided within fifteen (15) days of the Village's request.

Unless otherwise noted in this handbook, any absence for an ESTA Reason will be charged to EST before any unpaid leave is taken for an ESTA Reason, if any.

Up to 72 hours of unused accrued EST is carried over into the following calendar year; however, even if more is carried over, the employee is not able to use more than 72 hours of EST in any given calendar year.

Upon separation of employment, unused accrued EST is not paid out.

If an employee who is separated from employment for any reason, is rehired within two (2) months of the separation, as required by ESTA, the Village will reinstate the previously unused accrued EST as it existed at the time of separation. If the employee is rehired after two (2) months, any previously accrued EST is lost.

The Village will not retaliate against employees for the use of EST as permitted under ESTA for ESTA Reasons.