

LETTER OF AGREEMENT
BUILDING INSPECTOR/OFFICIAL, PLAN REVIEWER
ZONING ADMINISTRATOR AND STREET ADMINISTRATOR

THIS LETTER OF AGREEMENT is between the **CITY OF MACKINAC ISLAND**, a Michigan municipal corporation, (hereinafter called the “Employer” or “City”) and **DAVID L. LIPOVSKY II** (hereinafter called the “Employee”).

WHEREAS, the Employer has adopted by enactment of Ordinance No. 210 those provisions of the State of Michigan Construction Code, as provided within Act 230, PA 1972, as amended (hereinafter referred to as the “Act”); and

WHEREAS, adoption of the Act requires the Employer to enforce those provisions pertaining to construction activities within the Corporate Limits of the City of Mackinac Island by a person qualified to enforce applicable provisions as required pursuant to Act 54, PA 1986, as amended; and

WHEREAS, it has been determined that David L. Lipovsky II is a qualified person as stipulated in the foregoing; and

WHEREAS, the Employer is desirous of obtaining the professional services of the Employee as the Employer’s residential and commercial plan reviewer, building inspector, code enforcement and administrative official; and

WHEREAS, the Employer is desirous of obtaining the services of the Employee as the Employer’s zoning administrator in accordance with provisions provided for under Ordinance No. 479, as amended; and

WHEREAS, the Employee is desirous of providing these services according to the terms and conditions as provided for within this Agreement.

IT IS THEREFORE AGREED TO between the Employer and Employee as to the following:

1. Duties and Responsibilities.

- A. The Employee agrees to maintain active and current registration with the State of Michigan as a plan reviewer and building inspector/official for the term of this Agreement.
- B. The Employee shall perform those functions as required and associated with the duties of a residential and commercial plan reviewer and building inspector/official for the Employer within the Corporate Limits of the City of Mackinac Island in order to assure compliance to provisions of the Act.
- C. The Employee shall perform those functions, duties and responsibilities as stipulated under provision of Ordinance No. 479, as amended, acting in the capacity as zoning administrator.

- D. The Employee shall establish and maintain throughout the term of this Agreement normal and regular business hours at the Employer's place of business. Employee shall work a minimum of thirty (30) hours per week and a maximum of forty (40) hours per week, unless otherwise authorized (inclusive of travel time in the event Employee no longer lives on Mackinac Island) unless specifically agreed to otherwise between the Employer and the Employee.
- E. The Employer will provide that office space, equipment and supplies at the Employer's place of business deemed appropriate and necessary to allow for the Employee to properly discharge his duties and responsibilities. Further, the Employer shall allow the Employee free and unencumbered access to these facilities and to those records maintained by the Employer of which the Employee has legitimate and legal authority and purpose to access in order to properly and effectively discharge his duties and responsibilities. Said records or documents shall be maintained and remain within the Employer's place of business and shall not be removed unless specifically required or as stipulated by other legal authority or process.
- F. The Employee will be allowed access to and with the Employer's designated legal counsel for consultation, direction and opinion as may be necessary and appropriate during and for the course of business for purposes directly related to the functions of the position herein provided for.
- G. The Employer shall provide and maintain for the Employee proper and adequate liability insurance coverage through that carrier so selected by the Employer during the term of this Agreement. Such coverage will include but not be limited to public official acts and omissions and workers' compensation and those other coverages deemed by the Employer's carrier as being proper and appropriate.

2. Compensation and Consideration.

- A. The Employer shall compensate the Employee for services provided and performed and as stipulated in the foregoing during the term of this Agreement as follows:

For the year beginning July 1st, 2024, and all subsequent years of this contract, Employer shall increase rate of Employee's pay at the same percentage and/or dollar rate as that received by other non-union employees of the Employer. The Employee's current rate of pay is \$55.00 per hour until Employee is fully licensed, one Employee is fully licensed, his rate of pay will increase to \$57.00 per hour. Said compensation shall be provided every two (2) weeks and in accordance with the Employer's existing payroll policy and practice. In the event Employee moves off of Mackinac Island, billable hours shall commence from the Employee's residence, to and from worksite, up to one hour travel time.

Employee shall receive seventy-two (72) hours (8 days) of paid vacation leave for the first year of employment and shall increase each year according to the Employer's salaries ordinance. In the event Employee no longer lives on Mackinac Island, Employer shall purchase an annual employee boat pass each year as well as pay for daily round trip air fare between St. Ignace and Mackinac Island using the air service provider of the employees choosing as needed. In the event Employee is no longer living on Mackinac Island, Employee shall inform Employer of said change in residence and, if necessary, provide proof of said change in residence. It is so provided that during the term of this Agreement, should the Employee and the Employer so agree to upon written notice and request of one to the other, that negotiation for an adjustment in compensation will commence and that any agreed to adjustment will be written as an addendum to this Agreement.

- B. The Employer shall deduct from the Employee's gross compensation and pay those appropriate payroll taxes required by state and federal statute and code.
- C. The Employee shall be eligible to participate in the Employer's 457 Deferred Compensation Plan as may be in effect from time to time during the term of this Agreement. Should the Employee choose to participate, the Employer shall contribute to the Employee's plan account the amounts as specified below:
 - For the year beginning July 1st, 2024, and all subsequent years of this contract: \$150 per pay period (\$3,900 annually.)

3. Holiday Pay Compensation. For each year during the term of this Agreement, the Employer shall pay to the Employee, at the prevailing hourly rate for that year, a holiday pay compensation based on eight (8) hours per holiday. The holidays recognized are: Independence Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day.

4. In-Service Training and Continuing Education. The Employer shall pay, or reimburse, the Employee those expenses as supported by receipt or verification of expenses incurred during the course of employment as follows:

- A. Those fees required for maintenance of registration with the State of Michigan as plan reviewer and building inspector/official.
- B. Costs associated with continuing education and in-service training courses, seminars, and conferences of which may be required by the State of Michigan for maintenance of certification as plan reviewer and building inspector/official. Other professional seminars, conferences, and training sessions directly relevant and related to the duties and responsibilities as stipulated within this Agreement. These costs will include: seminar, conference, or course registration fees, meals and lodgings at the location of the course, seminar, or conference in order to participate accordingly when appropriate and needed, mileage when using the Employee's personal vehicle at the then current rate of mileage reimbursement adopted by the City of Mackinac Island, per mile, round trip, to and from the Employee's place of residence and course, seminar, or conference location within the State of Michigan.

- C. Compensate the Employee that hourly rate as provided for in the foregoing for hours attendance at such short-term course, conference, or seminar. For purposes of this section, short-term is defined as no less than one (1) full eight (8) hour day and no more than three (3) consecutive eight (8) hour days.
- D. Fees and costs for membership within national, state, regional or local professional associations which promote, enhance, advocate and further the professional standards and proper activities of a construction and building code official. It is encouraged that the Employee can be an active and participating member of such associations.

5. Term of Agreement. This Agreement shall be effective as of July 1st, 2024, (however Employee may begin continuing education courses to renew his licensing prior to July 1st and will be compensated and reimbursement for said courses) and shall be for a term of three (3) years concluding on June 30th, 2027, unless earlier terminated as set forth below:

- A. *Termination:* The City may terminate the Employee's employment at any time and for any reason (or no reason), and with or without cause, by giving the Employee notice in writing. The Employee may terminate his employment by giving the City sixty (60) days advance notice in writing. The Employee's employment shall terminate automatically in the event of his death or disability.
- B. *Employment at Will:* The Employee's employment with the City shall be "at will", meaning that either the Employee or the City shall be entitled to terminate the Employee's employment at any time and for any reasons, or no reason, with or without cause. Any contrary representations that may have been made to the Employee shall be superseded by this Agreement. This Agreement shall constitute the full and complete agreement between the Employee and the City on the "at will" nature of the Employee's employment, which may only be changed in an express written agreement authorized by the City Council of the City of Mackinac Island and signed by the Employee and a duly authorized officer of the City.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 2024.

WITNESS:

CITY OF MACKINAC ISLAND, "EMPLOYER"

Margaret M. Doud, Mayor

DAVID L. LIPOVSKY II, "EMPLOYEE"

David L. Lipovsky II