

## City Clerk

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**From:** Mayor's Assistant  
**Sent:** Monday, June 3, 2024 8:47 AM  
**To:** City Clerk  
**Subject:** FW: Message from KM\_C368  
**Attachments:** SKM\_C36824052313160.pdf

**From:** Mayor's Assistant <assistant@cityofmi.org>  
**Sent:** Thursday, May 23, 2024 12:48 PM  
**To:** Erin Evashevski (erinevashevskilaw@gmail.com) <erinevashevskilaw@gmail.com>  
**Subject:** FW: Message from KM\_C368

**From:** [macislandcityscans@gmail.com](mailto:macislandcityscans@gmail.com) <[macislandcityscans@gmail.com](mailto:macislandcityscans@gmail.com)>  
**Sent:** Thursday, May 23, 2024 2:17 PM  
**To:** Mayor's Assistant <assistant@cityofmi.org>  
**Subject:** Message from KM\_C368

## **EMPLOYMENT AGREEMENT**

### *Chief of Police*

THIS EMPLOYMENT AGREEMENT by and between the **CITY OF MACKINAC ISLAND**, a Michigan municipal corporation, (hereinafter called the "Employer") and **DOUG TOPOLSKI**, (hereinafter called the "Employee"), in the City of Mackinac Island, County of Mackinac, State of Michigan, witnesseth:

1. **Duties.** The Employer agrees to employ and the Employee agrees to accept employment with the Employer in the Position of Chief of Police of the City of Mackinac Island Police Department as described on Exhibit A, for the duration of the Agreement. The Employee agrees to faithfully and dutifully perform the duties of the position of Chief of Police and not to accept any other employment other than in accordance with the terms and provisions of the Agreement. The Employer recognizes that the position of the Chief of Police is an extraordinarily sensitive one relative to the enforcement, regulatory, investigative, and administrative responsibilities of the office. The Employee recognizes that the responsibilities of his office place him in the public view far beyond that of other public employees, and hereby agrees to keep his public and private affairs beyond reproach. The Employee recognizes the sensitive nature of his position relative to the public trust, and further takes notices of the sensitive, discreet, and confidential nature of public safety matters, and hereby agrees to do nothing to breach this confidence. The Employee recognizes the policy setting prerogative of the elected officials of the City of Mackinac Island, as expressed and implemented by the City Council and the Mayor.

2. **Terms of Agreement.** This Agreement shall be effective as of May 1, 2023, and shall expire on March 31, 2026 unless earlier terminated as set forth below:

A. *By the Employee:* The Employee may terminate this Agreement for any reason by giving sixty (60) days written notice to the Employer. If the Employee gives less than sixty (60) days' notice of termination, he shall forfeit the right to any benefits otherwise payable upon the termination of employment.

B. *By the Employer:* Nothing shall prevent, limit or otherwise interfere with the Mayor's ability to terminate this Agreement and the services of the Employee at any time, with or without cause, and for any of no reason notwithstanding any potential claim to the contrary. However, in the event the City terminates this Agreement without cause, the City shall pay the Employee an amount equal to 60 days severance pay and an additional \$2000 for moving costs. In the event the Employer terminates this Agreement for "just cause", for purposes of this Agreement shall include but not be limited to employee misconduct, violation of employer's rules, regulations and employment policies or failure to perform duties as provided in this agreement, the Employee shall have no right to any further pay or benefits including benefits otherwise payable upon the termination of employment.

C. *Death of Employee:* This Agreement shall terminate immediately upon the death of the Employee.

D. *Disability of Employee:* This Agreement shall terminate upon the inability of the Employee to perform the essential duties of his position for a period of ninety (90) consecutive days.

3 **Compensation and Benefits.**

A. **Salary:** The Employee shall be paid an annual salary of \$85,161.00. Each year the salary shall be increased at the same rate as provided for in the City of Mackinac Island Salary Ordinance, which is amended each year.

B. **Health Insurance.** The Employer shall provide to the Employee health insurance coverage to the Employee, his spouse and children, with coverage being equal to the coverage provided to other city employees.

C. **Life Insurance.** The Employer shall provide at no cost to the Employee, a term life insurance policy provided by a carrier selected by the Employer having a value of Fifty Thousand and 00/100 (\$50,000.00) Dollars.

D. **Sick Leave.** The Employee shall earn paid sick leave credit at a rate of one (1) day per month for each full calendar month actually worked up to a maximum of one hundred twenty (120) days. Sick leave may be used in the event that a *bona fide* illness or injury prevents the Employee from safely and effectively performing his duties. The Employee shall notify the Mayor as soon as practical that the Employee intends to use sick leave. The Employer reserves the right to order the Employee to submit to a physical examination by a physician of the Employer's choice for sick leave of three (3) or more consecutive days or where sick leave is used repetitively.

E. **Personal Leave.** The Employer shall credit the Employee annually, four (4) paid days of personal leave time to be used for personal matters. Any unused personal leave time shall not carry over to any subsequent year.

The Employee agrees to notify the Mayor as soon as practical that the Employee intends on using personal leave time, but no less than twenty-four (24) hours in advance. Personal leave time shall not be for more than one (1) day at a time and may be used in combination with scheduled days off.

F. **Funeral Leave.** The Employee shall be allowed to receive three (3) days of paid funeral leave in the event of the death of an immediate family member. For purposes of this Agreement, "immediate family member" shall include:

- Spouse of the Employee
- Mother
- Father
- Sibling
- Mother-in-Law
- Father-in-Law
- Step-Mother
- Step-Father
- Child and/or Step-Children

- Grandparent

In the event that matters necessitate the presence and attendance of the Employee beyond the three (3) days, the Employee may be allowed to use accumulated sick leave subject to approval of the Mayor, up to a total time off of no more than two (2) additional days.

G. **Vacation Leave.** The Employee shall be entitled to paid vacation leave credit to be taken during the year, subject to the approval of the Mayor, as follows:

- Vacation will be earned pro rata at the rate of twenty (20) days per year. Vacation may be taken before it is earned. The Employee may carry over a maximum of nine (9) days earned unused vacation to the following year, non-cumulative. Earned vacation not taken or carried over will be lost at year end. If employment ends during the vacation year, unused earned vacation shall be paid pro rata at the Employee's current rate of pay. If the Employee has borrowed vacation time, it shall be repaid to the Employer.
- The Employee may not take more than one (1) calendar week of vacation between June 15 and Labor Day each year.
- The Employee must coordinate with the Mackinac Island Fire Department Chief to ensure that the Fire Chief and Chief of Police will ensure that if both department heads are on vacation and/or off Mackinac Island at the same time, notice will be made to both departments and the Mayor informing them of who is in charge and provide a point of contact.

H **Retirement Contribution.** The Employer shall pay monthly to the Employee's 457 Deferred Compensation Plan the amounts as follows:

- During the term of this contract, a contribution at the rate of thirteen percent (13%) of the Employee's gross wages.
- Additionally, the Employer will match on a one for one basis any employee contribution to the deferred plan, up to a maximum of One Thousand Five Hundred Dollars (\$1,500) per contract year (April 1 through March 31<sup>st</sup>)

All Employer contributions shall be made monthly to the individual account of the Employee and shall be immediately 100% vested in that Employee.

I **Holidays.** In addition to the Employee's regular pay, the Employee shall be entitled to paid holidays. The holidays recognized in this agreement are as follows: **New Year's Day, President's Day, Easter Sunday, Memorial Day, Independent Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and the Employee's birthday.** In the event that the Employee is required to report for duty on one of the above-mentioned days, the Employee will be allowed to add one additional vacation day in lieu of the lost holiday.

J. **Unused Leave and Any Unused Holidays.** Except as otherwise provided herein, any unused leave time, of any type, shall be forfeited upon termination of this agreement and the Employer shall have no obligation to compensate Employee therefor.

K. **Rent Elimination.** Employee shall receive additional compensation in the form of eliminating the rental payments pursuant to a residential Lease Agreement dated November 18, 2020, pertaining to a city owned residence occupied by the Employee. The rent for this location is \$500.00 per month (which is a taxable benefit for the Employee) and in the event the Employee terminates the Residential Lease Agreement and moves to a non city owned residence, the Employee shall receive additional compensation in the amount of \$500.00 per month, replacing the rent elimination addressed herein.

4. **Confidential Information.** The Employee acknowledges that he occupies a position of trust and confidence, and agrees that during and after the term of this Agreement, he will treat as confidential and will not, without written authorization from the Employer, directly or indirectly, disclose to any person, firm, association, or corporation or use for his own benefit or gain, any information which is confidential to the Employer.

5. **Annual Evaluations.** The Employee will be subject to an intermittent evaluation of the Employee's job performance at times determined by the Employer.

6. **Other.**

A. **Uniforms.** The Employer shall provide those uniforms and equipment necessary for the Employee to carry out his duties and responsibilities. Employee shall be reimbursed, for necessary actual dry-cleaning costs and/or the purchase of Department approved footwear, up to an annual non-cumulative limit of \$500, or a dollar amount equal to the reimbursement limit of permanent employees under the current police officers' association contract, whichever amount is higher. Chief of Police is required to be in uniform when on regular duty, uniforms must be approved by Mayor and/or Council.

B. **In-Service Training.** Upon the approval of the Mayor, the Employee shall be allowed to attend short-term training seminars or conferences up to five (5) days per session, seminar, or conference. The Employer shall pay those costs associated with such training to include registration fees, materials, costs, travel costs, lodging, and meals. In-service training shall directly relate to enhancement of the skills and knowledge of the duties and responsibilities required of the Employee and which directly benefits the services for the Employer.

C. **False Arrest.** Employee shall be protected under the Employer's blanket policy in an amount up to \$1,500,000.00.

7. **Whole Agreement/Amendment.** This Agreement constitutes the entire understanding of the parties and may only be amended in writing, signed by both the Employee and the Employer.

IN WITNESS WHEREOF, the parties have executed this Employment Agreement on this 1st day of May 2023.

**WITNESS:**

*Trista L France*  
\_\_\_\_\_  
Witness: Trista France

**EMPLOYER:**

**CITY OF MACKINAC ISLAND,**  
*Margaret M. Doud*  
\_\_\_\_\_  
Margaret M. Doud, Mayor

**EMPLOYEE:**

*Danielle Leach*  
\_\_\_\_\_  
Witness: Danielle Leach

*Doug Topolski*  
\_\_\_\_\_  
Doug Topolski, Employee

## **Chief of Police Job Description**

**Department:** Police Department  
**Supervised by:** Mayor and City Council  
**Supervises:** All Police Department Staff/Personnel  
**FLSA:** Exempt  
**Status:** Full-time

### **General Summary**

The Police Chief plans, coordinates, directs, and participates in the enforcement of laws and ordinances, the protection of life and property, the preservation of peace within the city, the activities of the Police Department. The Police Chief manages resources and establishes departmental goals and objectives while delivering efficient and effective public safety services to the community. The Police Chief oversees the administration and operations of the Police Department.

The position of Police Chief is a sworn, department head level position, who reports directly to the Mayor and City Council. The position is a full-time exempt position which requires frequently working and attending meetings outside of regular business hours including weekends, holidays, and evenings. The position routinely handles highly sensitive and/or confidential information and requires the ability to make difficult decisions under periods of extreme stress. This position is a highly visible position in the community that collaborates regularly with City staff, elected officials, committee members, partnering agencies, and the community at large. This position is also expected to respond to calls for service, if required, to support their team.

### **Duties**

- Manages the overall administration and operations of the Police Department with integrity and honesty. Advises and develops staff to ensure continual professional growth in related disciplines. Performs, as well as oversees and evaluates the performance of, the department personnel functions, including hiring, retention and recruitment strategies, assigning work, conducting performance evaluation and counseling. Enforces discipline within the department.
- Plans, organizes, and directs the day-to-day operations of the police department. Plans and coordinates the work schedules of police officers. Hires, supervises, trains, evaluates and disciplines all department employees.
- Performs all duties of a police officer. Patrols streets, responds to calls for service and enforces all applicable laws and ordinances. Works varied shifts if needed.

- Subject to review and approval of the Mayor and/or City Council, establishes goals, direction, and activities of the department. Develops and implements departmental policies, administrative rules and regulations governing personnel, standards of performance, operational procedures and other activities.
- Directs the development, administration, and review of the departmental annual budget. Forecasts needs, monitors and approves expenditures within the parameters of the approved departmental budget, and recommends adjustments as needed.
- Engages and interacts with other law enforcement agencies with common jurisdiction to ensure law enforcement goals are consistent.
- Ensures employees of the department are adequately trained. Procures and schedules appropriate training programs for the department.
- Evaluates pending legislation, and new ordinances and statutes; promulgates department policies; informs subordinates of recent changes.
- Oversees the preparation of the Police Department annual report, crime reports, and other reports as needed.
- Represents the City at meetings and conferences; explains police procedures, hears complaints and promotes community understanding of police officers. Makes public presentations to community and neighborhood groups, social service agencies, etc. upon request.
- Performs activities toward developing a positive partnership between law-abiding public and their police department.
- Advises and assists the Mayor and City Council regarding law enforcement, ordinance enforcement, and crime prevention.
- Assesses community crime prevention and safety needs.
- Investigates new methods, technologies, laws, and programs to strengthen and improve current levels of service.
- Advises and assists in complex criminal or other investigations as required. May assume direct command of forces in emergency situations or major law enforcement operations as needed.
- Administers labor relations, internal review, and legal issues ensuring department operations are consistent with current laws and regulations.
- Participates in the collective bargaining negotiations process and contract interpretation.
- Posts a City Council-approved schedule of Police department office hours for the public. Said posting shall provide a telephone number of a contact person who can be reached in the event the office is closed.
- Coordinates with the Mackinac Island Fire Department Chief to ensure that the Fire Chief and Chief of Police will not be on vacation and off island at the same time.
- Update the Mayor frequently to ensure open communication between the Police Department and the City.
- Manages escorts to ensure that no motor vehicle is on the street without an escort.
- Organizes and ensures performance of senior transports.
- Provides bi-weekly reporting to the City Council at its regular City Council meetings with relevant non-confidential updates.
- Performs and completes related work and duties as required and other duties as assigned.



### **Required Knowledge, Skills, Abilities and Minimum Qualifications:**

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

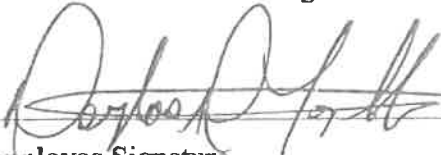
- Educational requirements include an Associate's Degree or equivalent in criminal justice.
- Experience requirements include five years of experience as a police officer and three years of supervisory police work.
- Certification by the Commission on Law Enforcement Standards, a valid Michigan driver's license, a valid Breathalyzer operator license and certification in First Aid and CPR are required.
- Knowledge of the principles, practices and techniques of modern police science to establish and maintain effective law enforcement operations.
- Knowledge of Federal and State laws and local ordinances and the limitations on police authority to effectively advise subordinates and meet public safety needs.
- Thorough knowledge of the principles, practices and procedures as applied to patrol, criminal investigations, crime prevention, crime detection and records management.
- Knowledge of personnel management techniques to plan, coordinate, assign, and supervise the work of department staff.
- Skill in the operation of police vehicles, communication equipment, and firearms.
- Must be able to respond to calls for service as required, including maintaining proficiency in the use and care of firearms.
- Strong analytical skills with the ability to analyze complex issues and make sound recommendations.
- Skill in supervising the work of others in routine and emergency situations.
- Ability to assess law enforcement needs and development and implement appropriate actions.
- Ability to analyze financial, budgetary, administrative, legal and organizational data to recommend appropriate action.
- Ability to direct the work of others while leading and motivating a team.
- Must possess good moral character and refrain from the use of controlled substances.
- Ability to interact effectively with youth and adults from diverse social and economic backgrounds.
- Ability to exercise good judgment, initiative and resourcefulness in dealing with the public, elected officials, community leaders, subordinate staff and other professionals.
- Ability to effectively communicate and present ideas and concepts orally and in writing.
- Ability to work effectively under stress and in emergency and confrontational situations.
- Ability to maintain highly confidential/sensitive information and work independently while exercising good judgment and initiative.
- Ability and willingness to respond to situations twenty-four (24) hours a day, seven (7) days a week.
- Must, upon competent examination, show no evidence of mental illness or developmental disability which would affect the performance of the essential functions of the position.

**Physical and Mental Demands and Work Environment:**

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee's work environment can range from an office setting to dangerous law enforcement situations. Physical demands, therefore, range from sitting in an office or vehicle to significant physical exertion associated with apprehending criminals. The following physical demands and environmental characteristics will be encountered by employees at varying frequencies while performing the duties of this job:

- Standing; walking; sitting; using hands to finger, handle, or feel; reaching with hands and arms; talking or hearing; climbing or balancing; stooping, kneeling, crouching, or crawling; tasting or smelling; lifting and/or moving objects of light to very heavy weight.
- At times, workloads can be extensive with limited time for response and/or action. Position requires prolonged periods of concentration and the ability to cope with numerous interruptions and changing priorities.
- This position will have extensive contact with others.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus. Vision corrected to 20/20.
- At times will be exposed to outside weather conditions, including extreme heat, cold, high winds, etc. Will occasionally be exposed to moving mechanical parts and animals; high, precarious places; fumes or airborne particles; toxic or caustic chemicals; risk of electrical shock; explosives; risk of radiation; and vibration.
- The noise level in the work environment can range from quiet to very loud.
- Compliance with normal safety precautions necessary to prevent lost-time accidents to others. Inattention or careless operations may cause lost-time injury to others. Safety of others depends entirely on correct action of employee on job, and carelessness may result in incidents causing total disability or death.

  
Employee Signature

5.3.2023  
Date