FILED
OCT 30 2026
GALE A. NEULIEB
CITY CLERK
CITY OF MICHIGAN CITY

AGENDA

COMMON COUNCIL – IN PERSON - REGULAR MEETING

Wednesday, November 4, 2026

Meeting to be held at **6:30 p.m.**, local time,
in the Council Chambers, City Hall 100 E. Michigan Blvd.
and **Hosted by "Hybrid/Zoom" and streaming live on the Access LaPorte County Facebook page**
See attached to connect to "Hybrid/Zoom."

CALL TO ORDER BY COUNCIL PRESIDENT

PLEDGE OF ALLEGIANCE TO THE FLAG and PRAYER

ROLL CALL

APPROVAL OF MINUTES Regular Council (Hybrid/Zoom) October 20, 2026

REPORTS OF STANDING COMMITTEES

FINANCE COMMITTEE MEETING

CLAIMS DOCKET

November 4, 2026

Fund #2235 – Riverboat – Claims -		**$**	**15,245.48**
	EFT	**$**	**0.00**
Rainy Day (Fund 2236)		**$**	**0.00**
Rainy Day	**EFT**	**$**	**0.00**
Fund #2504 – Boyd Development -		**$**	**0.00**
TOTAL CLAIMS		**$**	**15,245.48**

REPORTS FROM BOARDS AND COMMISSIONS

REPORTS OF SPECIAL or SELECT COMMITTEES

REPORTS FROM MAYOR OR OTHER CITY OFFICERS AND DEPARTMENTS

PETITIONS

COMMUNICATIONS

Notice of Extension of 30- Day Public Comment- received in the Clerk's Office on October 20, 2026 extending ithe deadline to to November 23, 2026, from the Indiana Department of Environmental Management requesting Part 70 Operating Permit for Lavender Fields Holding, LLC.

RESOLUTIONS

RESOLUTION **A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MICHIGAN CITY, INDIANA, APPROVING THE ISSUANCE OF REVENUE BONDS AND REVENUE BOND ANTICIPATION NOTES BY THE CITY OF MICHIGAN CITY, INDIANA, SANITARY DISTRICT RELATING TO THE DESIGN, ENGINEERING, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF CERTAIN IMPROVEMENTS TO THE SEWAGE WORKS SYSTEM OF THE SANITARY DISTRICT AND ALL MATTERS RELATED THERETO**

Introduced by: Don Przybylinski

RESOLUTION **APPROVING AND AUTHORIZING THE 2027-2028 UNION CONTRACT BETWEEN THE MICHIGAN CITY FRATERNAL ORDER OF POLICE DUNES LODGE #75 AND THE CITY OF MICHIGAN CITY, INDIANA**

Introduced by: Greg Coulter
Don Przybylisnki

ORDINANCE

ORDINANCE
1ST Reading

AMENDING CITY OF MICHIGAN CITY RESOLUTION 4809, WHICH PREVIOUSLY AMENDED THE SCHEDULE OF RATES AND CHARGES COLLECTED BY THE CITY OF MICHIGAN CITY, INDIANA FROM THE OWNERS OF PROPERTY SERVED BY THE MICHIGAN CITY SANITARY DISTRICT AND OTHER MATTERS CONNECTED THEREWITH

Introduced by: Don Przybylinski
Bryant Dabney

ORDINANCE
1st Reading

ESTABLISHING THE SALARIES FOR THE MICHIGAN CITY POLICE DEPARTMENT FOR THE CALENDAR YEAR 2027

Introduced by: Greg Coulter
Don Przybylinski

ORDINANCE
2nd Reading

ESTABLISHING A TEMPORARY MORATORIUM ON NEW DATA CENTER DEVELOPMENT AND CREATING SEC. 22-3 IN THE MICHIGAN CITY MUNICIPAL CODE

Introduced by: Dr. Vidya Kora
Bryant Dabney
Daisy Lee
Greg Coulter
Don Przybylinski
Tim Bietry

ORDINANCE
2nd Reading

ESTABLISHING AN INDEFINITE TEMPORARY MORATORIUM ON NEW DATA CENTER DEVELOPMENT AND RELATED APPROVALS WITHIN THE CITY OF MICHIGAN CITY, INDIANA, AND DIRECTING A REVIEW OF THE MICHIGAN CITY COMPREHENSIVE ZONING ORDINANCE BY THE PLANNING COMMISSON OF MICHIGAN CITY, FOR PURPOSES OF DEFINING AND REGULATING DATA CENTER DEVELOPMENT

Introduced by: Nancy Moldenhauer
Joe Nelson
Daisy Lee
Greg Coulter
Don Przybylinski
Dr. Vidya Kora
Bryant Dabney

Note: This proposed ordinance was TABLED indefinitely at the September 15, 2026, Council meeting.

NEW BUSINESS

UNFINISHED BUSINESS

NOMINATIONS: The Council has one (1) appointment to the Michigan City Women's Commission due to Ms. Angela Carter's resignation (term will begin immediately and expire 12/21/27)

COMMENTS FROM THE PUBLIC

COMMENTS FROM THE COUNCIL

ADJOURNMENT

Gale A. Neulieb, City Clerk

You are invited to a Zoom webinar.
When: Wednesday, November 4, 2026, 6:30 PM Central Time (US and Canada)
Please click the link below to join the webinar:
https://us02web.zoom.us/j/84298000057?pwd=RXVRUkhobXI2aVE2R1lIR0VEVTl3dz09

Passcode : 463601 Webinar ID: 842 9800 0057 Passcode: 463601 Or One tap mobile:

MICHIGAN CITY COMMON COUNCIL

RESOLUTION NO. _____

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF MICHIGAN CITY, INDIANA, APPROVING THE ISSUANCE OF REVENUE BONDS AND REVENUE BOND ANTICIPATION NOTES BY THE CITY OF MICHIGAN CITY, INDIANA, SANITARY DISTRICT RELATING TO THE DESIGN, ENGINEERING, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF CERTAIN IMPROVEMENTS TO THE SEWAGE WORKS SYSTEM OF THE SANITARY DISTRICT AND ALL MATTERS RELATED THERETO

WHEREAS, pursuant to IC 36-9-25, as amended (the "Act"), the Board of Commissioners (the "Board"), as the governing body of the Sanitary District (the "District") of the City of Michigan City, Indiana (the "City"), has heretofore established, constructed, and financed its sewage works (the "Sewage Works"), and now owns and operates said Sewage Works pursuant to the Act; and

WHEREAS, the Board contemplates the design, engineering, acquisition, construction, extension, and installation of certain additions to and improvements for said Sewage Works for use by the District, including, without limitation, all or any portion of the following: (i) engineering and design for rehabilitation of the wastewater treatment plant; (ii) primary clarifier improvements for the wastewater treatment plant; (iii) Monon stormwater lift station rehabilitation improvements; (iv) Lafayette Barker outfall improvements and related engineering and design; (v) engineering, design, and construction for Esplanade sewer improvements; (vi) engineering and design for Edgewood sewer improvements; (vii) North Roeske septic cluster elimination and related engineering and design; (viii) engineering for the rehabilitation of six (6) lift stations; (ix) WWTP communication and security system rehabilitation; and (x) any other necessary design, engineering, appurtenances, related improvements, and equipment to serve the District, and all costs related thereto (collectively, the "Project"), and further contemplates the financing of all or a portion of the costs of the Project through the issuance of its sanitary district revenue bonds (the "Bonds") in one (1) or more series in an aggregate principal amount not to exceed Twenty Million Dollars ($20,000,000) and, pending the issuance of the Bonds, its sanitary district revenue bond anticipation notes (the "BANs") in one (1) or more series in an aggregate principal amount not to exceed Twenty Million Dollars ($20,000,000), which BANs will be payable from the proceeds of the Bonds; and

WHEREAS, accordingly, on October 28, 2026, the Board, as governing body of the District, approved its Resolution No. 2026-10, a "Declaratory Resolution of the Sanitary District Board of Commissioners of the City of Michigan City, Indiana, Approving Certain Projects of the City's Sanitary District and All Matters Related Thereto," a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, said Resolution, upon proper publication of notice and opportunity for public comment, establishes the intent of the Board to finance the aforementioned Project from the proceeds of the Bonds and/or the BANs; and

WHEREAS, the Common Council, as is required by applicable law, and in furtherance of the Project, now desires to approve the issuance of the Bonds and the BANs;

NOW, THEREFORE, BE IT RESOLVED, BY THE COMMON COUNCIL OF THE CITY OF MICHIGAN CITY, INDIANA, AS FOLLOWS:

1. All of the stated "WHEREAS" clauses are incorporated herein by reference.

2. The Common Council hereby approves the issuance by the District of (a) the Bonds in an aggregate principal amount not to exceed Twenty Million Dollars ($20,000,000) and (b) pending the issuance of the Bonds, the BANs in an aggregate principal amount not to exceed Twenty Million Dollars ($20,000,000), to finance all or any portion of the costs of the Project and to pay all incidental expenses incurred in connection therewith, including the costs of issuance of the Bonds and the BANs.

3. Any officer or member of the Board, or any official, employee, or representative of the City or the District authorized by the Board, is hereby authorized, empowered and directed, on behalf of the District, to take any other action as required or appropriate to effectuate this Resolution, and any such actions heretofore made or taken by any such individual shall be, and hereby are, ratified and approved.

This Resolution shall be in full force and effect after passage by the Michigan City Common Council and approval by the Mayor.

*******REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*******

INTRODUCED BY:

Donald Przybylinkski, Member
Michigan City Common Council

Passed by the Common Council of the City of Michigan City, Indiana this 4th day of November, 2026 by a vote of _____ to _____.

Tracie Tillman, President
Michigan City Common Council

(Approved)(Vetoed) (circle one) by me on the _____ day of _____, 2026.

Angie Nelson Deuitch, Mayor of the
City of Michigan City, Indiana

ATTEST:

Gale A. Neulieb, City Clerk of the
City of Michigan City, Indiana

Prepared by Harris Law Firm, P.C. Upon Request

DMS 56825901

EXHIBIT "A"

CITY OF MICHIGAN CITY, INDIANA
SANITARY DISTRICT BOARD OF COMMISSIONERS

RESOLUTION NO. 2026-10

DECLARATORY RESOLUTION OF THE SANITARY DISTRICT BOARD OF COMMISSIONERS OF THE CITY OF MICHIGAN CITY, INDIANA, APPROVING CERTAIN PROJECTS OF THE CITY'S SANITARY DISTRICT AND ALL MATTERS RELATED THERETO

WHEREAS, the Michigan City Sanitary District ("MCSD" or the "District") is established as an executive department of the City of Michigan City, Indiana, pursuant to Indiana Code 36-9-25, as amended (the "Act"), and manages the District's wastewater and stormwater through the application of various municipal ordinances; and

WHEREAS, pursuant to the Act, the Board of Commissioners (the "Board"), as the governing body of the District, has heretofore established, constructed, and financed its sewage works, and now owns and operates said sewage works; and

WHEREAS, the Board desires to undertake the design, engineering, acquisition, construction, extension, and installation of certain additions to and improvements for said sewage works for use by the District, including, without limitation, all or any portion of the following: (i) engineering and design for rehabilitation of the wastewater treatment plant; (ii) primary clarifier improvements for the wastewater treatment plant; (iii) Monon stormwater lift station rehabilitation improvements; (iv) Lafayette Barker outfall improvements and related engineering and design; (v) engineering, design, and construction for Esplanade sewer improvements; (vi) engineering and design for Edgewood sewer improvements; (vii) North Roeske septic cluster elimination and related engineering and design; (viii) engineering for the rehabilitation of six (6) lift stations; (ix) WWTP communication and security system rehabilitation; and (x) any other necessary design, engineering, appurtenances, related improvements, and equipment to serve the District (clauses (i) through and including (x), collectively, the "Project"), and the Board preliminarily finds that it is necessary for the public health and welfare and will be of public utility and benefit to construct the Project; and

WHEREAS, the Board has caused to be prepared general plans for the Project and has caused to be prepared estimated costs of the Project, and such plans and specifications for the Project, together with a plat showing the general scope of the Project and the location and bounds of real property which will be affected by the Project, and the engineer's estimate of the costs thereof, are on file at the Administration Building of the Sanitary District located at 1100 East 8th Street in the City of Michigan City, Indiana, which plans, specifications, and cost estimates can be inspected by any interested person; and

WHEREAS, the Board has upon previous investigation found that there are streams and watercourses within the District that are being polluted by the discharge therein of sewage, drainage or other harmful matter and that it was necessary for the public health and welfare and of public utility and benefit to construct and maintain sewage works to prevent the pollution of such

streams and watercourses, and now determines that providing for the acquisition or construction of the Project will further these purposes; and

WHEREAS, the Board now determines that providing for the construction of the Project and the financing thereof through the issuance of its sanitary district revenue bonds in one (1) or more series in an aggregate principal amount not to exceed Twenty Million Dollars ($20,000,000) (the "Bonds") will be of public utility and benefit and will further the public purposes set forth in the Act; and

WHEREAS, pending the issuance of the Bonds, the Board further determines that it may be necessary to provide interim financing for the Project through the issuance of sanitary district revenue bond anticipation notes, in one (1) or more series, in an aggregate principal amount not to exceed Twenty Million Dollars ($20,000,000) (the "BANs"), which BANs will be payable from the proceeds of the Bonds;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SANITARY DISTRICT OF THE CITY OF MICHIGAN CITY, INDIANA, AS FOLLOWS:

1. The Board hereby finds, determines, and declares that it is reasonable and necessary for the protection of the public health and welfare of the inhabitants of the District, and will be of public utility and benefit, to proceed with the construction of the Project. The Board hereby adopts the general plans prepared for the Project.

2. The estimated cost of the Project, including incidental expenses in connection with the Project and the costs of issuing the Bonds and/or the BANs to finance the Project, is an amount not to exceed Twenty Million Dollars ($20,000,000).

3. The Board hereby authorizes publication of a Notice of the Adoption of this Resolution and the fact that plans, specifications, and estimates have been prepared and may be inspected. The notice shall state that the Board will conduct a public hearing at which the Board will receive or hear remonstrances from persons interested in or affected by the proceedings, and after which the Board will take final action determining the public utility and benefit of the Project and confirming, modifying and confirming, or rescinding this Resolution.

4. The Board hereby declares its intent, pursuant to Treas. Reg. § 1.150-2 and IC 5-1-14-6(c), that costs incurred by or on behalf of the District in financing costs of the Project be reimbursed from the proceeds of the Bonds and/or the BANs.

5. Any officer or member of the Board, or any official, employee or representative of the City of Michigan City, Indiana, is hereby authorized, empowered and directed, on behalf of the District, to take any other action as required or appropriate to effectuate this Resolution, and any actions heretofore made or taken be, and hereby are, ratified and approved.

6. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED AND APPROVED this 28th day of October, 2026.

Don Babcock, President

ATTEST:

Tina Mahone, Secretary

DMS 56407469

MICHIGAN CITY COMMON COUNCIL

RESOLUTION _____

APPROVING AND AUTHORIZING THE 2027-2028 UNION CONTRACT BETWEEN THE MICHIGAN CITY FRATERNAL ORDER OF POLICE DUNES LODGE #75 AND THE CITY OF MICHIGAN CITY, INDIANA

WHEREAS, there is a labor agreement currently in effect between the Michigan City Fraternal Order of Police Dunes Lodge #75 and the City of Michigan City; and

WHEREAS, pursuant to I.C. 36-8-3-3, the Common Council is vested with the authority of establishing the compensation and financial benefits for members in the Michigan City Police Department; and

WHEREAS, there have been successful negotiations between the Labor Relations Committee of the Common Council and the Michigan City Fraternal Order of Police Dunes Lodge #75 and the new proposed contract for 2027-208 is attached hereto and incorporated herein as "Exhibit A;" and

WHEREAS, the Labor Relations Committee recommends that the Common Council approve and authorize the 2027-2028 contract attached hereto as "Exhibit A."

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Michigan City, La Porte County, Indiana as follows:

(1.) The aforementioned "whereas" paragraphs are hereby incorporated as though fully set forth in these resolving clauses.

(2.) The Common Council hereby approves the terms of the 2027-2028 Union Contract between the Michigan City Fraternal Order of Police Dunes Lodge #75 and the City of Michigan City, Indiana, which is attached hereto as "Exhibit A."

This Resolution shall be in full force and effect after passage by the Michigan City Common Council and approval by the Mayor.

INTRODUCED BY: _____
Greg Coulter, Member
Michigan City Common Council

_____
Don Przybylinski, Member
Michigan City Common Council

Passed by the Common Council of the City of Michigan City, Indiana, this _____day of _____, 2026 by a vote of _____ to _____.

_____
Tracie Tillman, President
Michigan City Common Council

Veto / Approved (*circle action taken*) by me, this _____ day of _____, 2026.

_____
Angie Nelson Deuitch, Mayor
City of Michigan City, Indiana

ATTEST:

_____
Gale A. Neulieb, Clerk
City of Michigan City, Indiana

Prepared by Corporation Counsel upon Request

CONTRACT

FOR 2027-2028

between

FRATERNAL ORDER OF POLICE DUNES LODGE #75

and

THE CIVIL CITY OF MICHIGAN CITY, INDIANA

_____, 2026

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DUNES LODGE #75
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CONTRACT

FRATERNAL ORDER OF POLICE DUNES LODGE #75
and
THE CIVIL CITY OF MICHIGAN CITY, INDIANA

PREAMBLE

It is the general purpose of this agreement to promote the mutual interest of the Civil City of Michigan City, Indiana, and the Michigan City Police Officers and to provide for the operation of the Michigan City Police Department under methods which will further, to the fullest extent possible, the safety of the Employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of police service, police discipline, protection of citizens' rights and property, and preservation of the peace without interruption.

This agreement is entered into by and between the Fraternal Order of Police Dunes Lodge #75, hereinafter referred to as the F.O.P., and the Civil City of Michigan City, Indiana, hereinafter referred to as the Employer, and is intended to assure sound and mutually beneficial working and economic relationships between the parties hereto, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, and certain conditions of employment. The term "Employee" as used herein shall refer to any sworn Police Officer covered by the terms and conditions of this agreement.

The parties to this agreement will cooperate fully to secure the advancement of objectives as stated above.

This agreement supersedes any and all agreements, contracts, or memoranda of understanding previously believed in effect.

This agreement shall become effective January 1, 2027, upon ratification of all necessary parties, and remain in effect for all provisions and conditions as stated herein until expiration on December 31, 2028. Recognizing that state statute establishes November 1, as the final date for the adoption of salary ordinances and November 1, as the final date for adoption of the annual budget that must be advertised prior to adoption, it is mutually agreed that either party to this contract may notify the other in writing of their intention to open negotiations prior to April 1 of the year in which this contract expires; and that the first negotiation meeting between the parties is to be held prior to April 15 of that same year.

In the event that the F.O.P. and the City are unable to reach an agreement prior to the expiration date of this contract, this contract shall remain in full force after its expiration until a new contract is reached.

ARTICLE I

RECOGNITION

The Employer hereby recognizes the Fraternal Order of Dunes Lodge #75 as the exclusive representative for the bargaining unit composed of all sworn Police Officers in the employ of the City of Michigan City, except the Police Chief, the Chief of Services, and the Chief of Operations.

The Employer agrees not to enter into any agreement or contract with its sworn Police Officers, individually or collectively, which conflicts with the terms and provisions of this agreement. Any such conflicting agreement shall be null and void.

ARTICLE II

DISCRIMINATION

The Employer agrees not to discriminate against any Employee for his activity in behalf of or membership in F.O.P. The Employer and the F.O.P. agree that there shall be no discrimination against any Employee because of race, sex, creed, religion, political affiliation, or non-Union participation.

ARTICLE III

F. O. P. ACTIVITY

A. When possible, grievance meetings and special conferences with the Employer will be scheduled outside working hours. However, the Employer shall grant a necessary and reasonable amount of time off during working hours, without loss of pay, to F.O.P. officers and/or grievance committeemen who must necessarily be present for direct participation in grievance adjustments and special conferences. Such persons must notify their immediate supervisor before leaving their work stations and must report back promptly when their part in these activities has been completed. The F.O.P. representatives and/or grievance committee members will not be released for simultaneous investigation of grievances unless mutually agreed. A maximum of two (2) F.O.P. officers, and three (3) delegates, shall be granted time off, without loss of pay, to attend state conventions, a maximum of one (1) F.O.P. officer shall be granted time off without loss of pay to attend national conventions, and a maximum of two (2) F.O.P. officers shall be granted time off without loss of pay to attend state board meetings. The F.O.P. executive board will be allowed the necessary time off with pay to attend the regular monthly business meetings of the F.O.P. and any other F.O.P. business function that it is necessary to attend.

The term without loss of pay: for F.O.P. meetings, will only be done as long as the Police Department does not have to pay overtime for absence of the excused officer.

B. The City shall deduct from the pay of each Police Officer from whom it receives written authorization to do so, a specified amount for payment of F.O.P. dues, fees and assessments. A list of Police Officers who authorize such deduction to be made and the amount of such deduction shall be forwarded to the F.O.P. Treasurer within fifteen (15) days after the deductions are made. A Police Officer's authorization for deduction shall continue until revoked in writing by the Police Officer. The F.O.P. Treasurer shall notify the City Controller in writing of a Police Officer's revocation of dues deduction.

ARTICLE IV

BULLETIN BOARD

The Employer agrees to furnish a suitable bulletin board in a convenient location to be used by the F.O.P. The F.O.P. shall limit its posting of notices and bulletins to such bulletin board.

ARTICLE V

MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. The F.O.P. recognizes the prerogatives of the Employer to operate and manage the Michigan City Police Department's affairs in all respects in accordance with its responsibilities and powers of authority.

B. The Employer has the right to schedule overtime work as required in a manner most advantageous to the Police Department and consistent with requirements of municipal employment and public safety.

C. No policies or procedures covered in this agreement shall be construed as delegating to others, reducing or abridging any of the following authority conferred on City officials, or used for the purpose of invalidating any of this contract's provisions.

1. The statutory responsibility of the Mayor, as Chief Executive Officer of the City, for enforcing the laws of the State and the City, passing upon Ordinances adopted by the City Council, recommending an annual budget, or directing the proper performance of all executive departments.

2. The responsibility of the City Council for the enactment of Ordinances and the appropriation of money.

3. The responsibility of the Police Chief as governed by statutory provisions, Ordinances, and departmental rules, and as limited by the provisions of this agreement:

a. To determine methods, means, and Employees necessary for departmental operations;

b. To control the department budget; and

c. To take whatever actions are necessary in order to assure the proper functioning of the department.

D. It is agreed by the Employer and the F.O.P. that the City is obligated, legally and morally, to provide equality of opportunity, consideration, and treatment of all members of the Police Department and to establish policies and regulations that will insure such equality for all members employed by the Police Department in all phases of the employment process.

E. It is further intended that this agreement and its supplements shall be an implementation of the authority of the Mayor, the City Council, the Board of Public Works and Safety, the Police Chief, and the rules and regulations promulgated by the Police Chief.

F. The Police Chief shall have the right to make major changes in working conditions without the approval and/or consent of the F.O.P. However, the F.O.P. president shall be given forty-eight (48) hours advance notice of anticipated major changes in working conditions, and conferences in good faith shall be held thereon before they are placed in effect. Emergency situations shall be excepted from this provision.

Excluding emergency situations, should the F.O.P. Grievance Committee determine that the Police Chief has in fact violated this section of the contract, the grievance procedure shall be followed, and if the ruling be in favor of the F.O.P., the grievant or grievants shall be compensated for any loss sustained.

G. All Rules, Regulations and Policies of the Police Department shall be issued in written form and shall be submitted to the F.O.P. at least seventy-two (72) hours before they are to take effect.

ARTICLE VI

GRIEVANCE PROCEDURE

A grievance is defined to mean any difference that may arise between the parties of the City and a Police Officer covered by this agreement as to any matter involving interpretation, meaning, application, or violation of any provisions of this contract.

A grievant is defined as any Police Officer covered by this contract, Officers, or the F.O.P.

A. It shall first be the responsibility of the grievant to reduce the grievance into writing within thirty (30) calendar days after it arises and present it to the Grievance Committee.

B. If the written petition has been constituted to be a grievance by the F.O.P. Grievance Committee, the F.O.P. Grievance Committee shall, with the grievant present, submit the grievance to the Police Chief for settlement and/or adjustment.

C. If a settlement offer is made by the Chief but rejected by the grievant, the F.O.P. Grievance Committee shall take the settlement offer to the F.O.P. membership for a vote on accepting or rejecting the settlement offer. This will be done at the next regular F.O.P. meeting. If the settlement offer is accepted by the membership but still rejected by the grievant, he may then request a ballot box vote to be conducted in accordance with the F.O.P. bylaws. If the settlement offer is accepted on the ballot box vote, it shall be binding and no further action shall be taken by the grievant.

D. If the settlement offer is rejected by the F.O.P. membership, the written grievance shall then be submitted to the Board of Public Works and Safety.

E. If the matter is not settled by the Board of Public Works and Safety within fifteen (15) calendar days to the satisfaction of the grievant and the F.O.P., the matter may be submitted to arbitration in accordance with the terms and conditions set forth below:

The grievant may send written notice of a demand for arbitration to the City. If, within fourteen (14) calendar days after the notice of demand for arbitration, the parties are unable to agree on an arbitrator, then the grievant may request the Federal Mediation and Conciliation Service to submit a panel of names and the selection shall be in accordance with the rules of that association. The impartial arbitrator shall hold a hearing upon the issues, make such investigations as shall be deemed necessary, arrive at a proper decision, and render such decision in writing. A decision of the arbitrator shall be final and binding on both parties.

The arbitrator is authorized to conduct such hearing in an informal manner and without recourse of the technical, common law rules of evidence required in judicial proceedings. Every person who is a party to such proceeding shall have a right to submit evidence in open hearing and shall have the right of cross-examination. Hearings may be held at any place in the county agreed to by the parties or, in the absence of agreement, as determined by the arbitrator.

The arbitrator's fees and necessary expenses of arbitration shall be borne by the losing party. However, it is agreed that such fees and expenses shall not include the attorney fees of either party.

ARTICLE VII

CONCILIATION

Both parties pledge themselves to avoid fruitless controversies, to maintain good feeling and harmonious relations, to give prompt attention to disputes, and to endeavor in good faith to settle all differences by conciliation.

Neither party to this contract shall enter into a strike or lockout against the other and, under all circumstances, business shall be conducted in a regular and orderly manner without interference, job action, slowdown, or interruption.

ARTICLE VIII

SAVING CLAUSE

If any provision of this agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason or any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

ARTICLE IX

MONETARY ISSUES

A. BASE WAGES

POSITION	2027
Probationary Patrolman	$62,801.40
Patrolman (1 - 2 years)	$65,985.02
1st Class Patrolman (3+ years)	$68,690.06
Corporal	$70,812.48
Sergeant	$72,934.90
Lieutenant	$75,057.31
Captain	$77,179.79

For purposes of 2028, the aforementioned positions shall receive a 3.5% increase in base wages. However, if all City employees receive an increase greater than 3.5%, then the aforementioned positions shall receive the greater percentage as the increase in their base wages.

Commencing the year 2024, 1st Class Patrolman (3+ years) shall be defined as the rank that the City certifies as the base salary of a first-class police officer, plus 24 year/11

month longevity, for purposes of the Indiana Public Retirement System (INPRS).

B. 27TH PAY PERIOD

Officers are paid in bi-weekly periods of twenty-six periods per calendar year. When days of the year fall as such that they allow for a 27th pay period, the officers shall receive twenty-seven bi-weekly pays.

C. LONGEVITY PROGRAM

The Employer agrees to a longevity program based on the 1st Class Patrolman (3+ years) base salary as follows:

Years of Service	% of Base
Over 3 years	3%
Over 6 years	6%
Over 9 years	9%
Over 12 years	12%
Over 15 years	15%
Over 18 years	18%
Over 20 years	20%
Over 24 years, 11 months	25%

An officer who will receive a longevity raise during the calendar year will be entitled to receive that raise as of January 1 of that year.

D. DIFFERENTIAL PAY

1. Eight (8) Hour Shift:

Shift number two shall be designated the afternoon shift. Any and all Police Officers assigned to uniform patrol shift number two shall receive three percent (3%) of their base salary. Shift differential shall be added to their base salary and paid each pay period.

Shift number three shall be designated the midnight shift. Any and all Police Officers assigned to uniform patrol shift number three shall receive four percent (4%) of their base salary. Shift differential shall be added to their base salary and paid each pay period.

2. Twelve (12) Hour Shift:
If the Chief(s) opt for a twelve (12) hour shift option for Patrol as opposed to an 8 Hour Shift Option:

- Shift A & C shall be designated as the day shift. Any and all Police Officers assigned to uniform patrol day shift shall receive Three Percent (3%) of their base

salary. Shift differential shall be added to their base salary and paid each pay period.

- Shift B & D shall be designated as the night shift. Any and all Police Officers assigned to uniform patrol night shift shall receive Four Percent (4%) of their base salary. Shift differential shall be added to their base salary and paid each pay period.

Services Branch – any and all officers assigned to duty in the Services Branch shall receive two percent (2%) of their base salary. Differential pay shall be added to their base salary and paid each pay period. The Services Branch consists of the, Training Division, School Resource Officer, Division of Professional Standards, and the Warrant Division/Fugitive Apprehension Street Team (F.A.S.T).

Special Patrol Operations- any and all officers assigned to duty in the Special Patrol Operations shall receive the greater of <u>two</u> percent (2%) of their base salary or the higher applicable Uniformed Patrol shift differential based upon the majority of the officer's regularly scheduled hours. Temporary schedule adjustments for operational needs shall not change the officer's differential; only a permanent change to the officer's regular schedule shall affect the applicable rate. Differential pay shall be added to their base salary and paid each pay period. Special Patrol Operations consists of the following: Traffic Division, Evidence Response Unit (ERU), and Crime Suppression Unit (CSU).

Investigative Division- any and all officers assigned to the duty in the Detective Bureau and the LaPorte County Drug Task Force shall receive four percent (4%) of their base salary. Differential pay shall be added to their base salary and paid each pay period.

E. SPECIALTY PAY

Any police officer assigned in the following areas shall receive an additional two percent (2%) pay of their base salary and paid each pay period.

The two percent (2%) pay will be contingent on meeting the requirements listed below. These requirements will be recorded and certified by the head of the training division.

If the requirements are not met between January 1st and December 1st of the current year the Patrolman assigned will not qualify for the additional pay, and it will be subtracted from their wages.

Officers injured in the line of duty shall be exempt from training criteria for the calendar year of their injury if it prohibits them from participation in formal training.

1. Special Weapons and Tactics Team (SWAT): Attendance of no less than ten (10) formal training sessions..... 18*

2. Scuba Team: Current SCUBA certification and attendance of no less than eight (8) formal training sessions 8*

3. Field Training Officer (FTO): Officer selected to be FTO must hold a rank above Probationary Patrolman 12*

4. Indiana Law Enforcement Training Board Certified Instructor (ILTB): In the event there are more than eleven (11) Certified Instructors, the eleven (11) most senior officers, as determined by date they received their Certified Instructor certification, shall be entitled to this specialty pay. Officers selected will hold the minimum rank of Patrolman two (2) years. 11*

5. Drug Recognition Expert (DRE): Current certification 3*

6. Crime Scene Technician 4*

7. Accident Reconstructionist 3*

Officers assigned to a specialty shall be paid by seniority. Seniority shall be determined by the date of the officer's most recent appointment in the specialty.

**Designated number of officers who may qualify and be assigned in these areas. An officer may collect in two (2) areas maximum for a maximum total of Four Percent (4%).*

F. BIRTHDAY HOLIDAY INCENTIVE

Each Police Officer will receive a Birthday Holiday for the month of their birth, which must be used in that calendar month.

Subject to scheduling, permission of supervisor, and the terms of this subsection, a police officer shall be granted paid time off on their birthday or a day in the month of their birthday. This paid time off must be utilized as time away from work and cannot be sold back.

A police officer must be an active employee of the City in the month of their birthday to be entitled to this paid time off. (ie: Police Officer birthday is in August 2025, but police officer retires, resigns, or employment is otherwise terminated with the City in January 2025, police officer is not entitled to Birthday Holiday)

G. CLOTHING ALLOWANCE

With the exception of an employee who leaves the Department and then returns to the Department in the same year via a lateral transfer, the Employer agrees to pay One Thousand One Hundred Dollars ($1,100.00) per year in clothing allowance. This shall be paid to each Police Officer with at least two (2) years on the Department. With this allowance all Police Officers will be responsible for buying, maintaining, and replacing their duty clothing on an

as needed basis. This payment shall be made by the 15th of December every year. An officer is entitled to only one (1) clothing allowance in a calendar year, regardless of the number times an officer may leave the Department and then returns to the Department in the same calendar year via a lateral transfer.

H. PHYSICAL FITNESS BONUS

Each police officer shall be paid a bonus, in the form of an extra personal day to be used in the following calendar year, for successful participation in a physical fitness program as attached to this Contract as Exhibit 1 and pursuant to the terms of this section. Officers must complete both the April test and the October test in the same year, at what is labeled as the Third Level, to receive an extra personal day to be used in the following calendar year. The Department's Training Coordinator will work directly with the Board of Public Works and Safety to organize and coordinate a date, time and place for such testing so that the testing may be attended by and verified by the Board of Public Works and Safety. An officer that is away on active military leave or a work-related injury shall receive the physical fitness bonus if they previously completed the last test before the military leave or work-related injury.

I. RETIREMENT BONUS

Upon retirement, officers who have completed 32 or more years of service shall be paid a six percent (6%) retirement bonus. The six percent (6%) shall be paid in a single check with the retiring officer's final pay and be based on a twenty (20) year First Class Patrolman's base salary including longevity. Effective as of January 1, 2019, this retirement bonus is hereby eliminated except for the following members of the FOP, who have already obtained 32 years of service, who shall be grandfathered in and entitled to this retirement bonus: Lieutenant Ramion.

J. EDUCATION INCENTIVES

Each Police Officer having an Associate's Degree, from an accredited school, shall receive an additional one percent (1%) pay which will be added to the Officer's base pay. Each Police Officer having a Bachelor's Degree shall receive an additional two percent (2%) pay which will be added to the Officer's base pay. An Officer may not receive the Associate's and Bachelor's incentive pay at the same time, nor shall the Associate's or Bachelor's incentive be paid for more than one degree.

K. HOLIDAY PAY

Patrol officers working on shift or mandated to come to work on the following holiday shall receive double time pay: Thanksgiving and Christmas. In addition, services would receive these holidays off unless mandated to work the holiday.

ARTICLE X

SUPPLEMENTAL BENEFITS

A. OVERTIME COMPENSATION

All Police Officers shall receive overtime compensation at time and one-half for all authorized hours worked past their assignment for the following schedules:

- 8-Hour Shift: past eight (8) hours per day
- 10-Hour Shift: past ten (10) hours per day
- 12-hour Shift: past twelve (12) hours per day

No officer shall work more than their assigned shift in any twenty-four (24) period, unless compensated at the overtime rate. It is at the discretion of the Police Chief whether the Police Officer will receive monetary compensation or compensable time off for his/her overtime hours worked, provided it is within the guidelines of established law.

Any police officer called into work during off-duty hours shall receive a guaranteed minimum of two (2) hours overtime compensation. This shall not apply to any officer given a minimum of twenty-four (24) hour prior notice to be called, officer scheduled to work during off-duty hours or officers held over from the previous shift.

Police Officers of the Michigan City Police Department shall receive a minimum of two (2) hours of overtime compensation when appearing during off duty hours before any court or at the LaPorte County Prosecutor's Office or when subpoenaed by any person or agency on matters pertaining to incidents investigated by such Officer in the course of his or her employment, whether such incidents are civil or criminal in nature.

Such compensatory court time shall be computed at the rate of one and one-half times the number of hours expended.

When available, overtime reimbursed by state or federal grant funding (outside the general budget) will be allowed at the police officer's double-time rate so long as the terms of the grant allow reimbursement at the double-time rate and it is approved by the Chief of Police.

B. VACATION

Vacation Time in the Anniversary Year Following the First Year of Service

Upon the anniversary date marking one (1) year of continuous employment, an officer shall receive vacation days of up to eight (8) days on a prorated basis, as follows:

For Anniversary Dates Between:	Number of Days
January 1 and March 31:	Eight (8)
April 1 and May 31:	Seven (7)

June 1 and June 30:	Six (6)
July 1 and July 31:	Five (5)
August 1 and August 31:	Four (4)
September 1 and September 30:	Three (3)
October 1 and October 31:	Two (2)
November 1 and November 30:	One (1)
December 1 and December 31:	Zero (0)

- VACATION – 10- or 12-hour shift assignment conversion

  - Vacation Time in the Anniversary Year following the First year of Service (Days to Hours conversion)
    - Eight (8) days to Sixty-Four (64) hours
    - Seven (7) days to Fifty-Six (56) hours
    - Six (6) days to Forty-Eight (48) hours
    - Five (5) days to Forty (40) hours
    - Four (4) days to Thirty-Two (32) hours
    - Three (3) days to Twenty-Four (24) hours
    - Two (2) days to Sixteen (16) hours
    - One (1) day to Eight (8) hours
    - Zero (0) days to Zero (0) hours

All vacation time received by an officer based upon the above and foregoing schedule must be used before December of the year in which it is awarded.

Vacation Time in Subsequent Years.

All vacation time after the first year in which vacation time is awarded on the prorated schedule above shall be based upon years of service and awarded on January 1. Years of service shall be determined by subtracting the year of hire from the year in which vacation is to be awarded (e.g. 2012 – 2010 = 2 years of service).

Years of Service:	Days of Vacation – Hour Conversion:
2 through 4	16 days – 128 hours
5 through 9	23 days – 184 hours
10 through 14	29 days – 232 hours
15 through 19	35 days – 280 hours
20 years and beyond	41 days – 328 hours

When assigned to 10 or 12-hour shifts, vacation time will be used as hours, not days.

Regular days off are not considered nor are they to be counted as vacation days. Although regular days off are not to be considered vacation days, officers cannot be required to work on their two (2) regular days off prior to, during or immediately following any scheduled vacation. The Chief of Police retains the right to suspend the vacation policy in the event of

an emergency, where additional manpower is needed, not to include scheduled special events.

Each Officer shall have the option to sell back vacation days to the Employer based on the following scale:

2 to 5 years of employment, to sell back a maximum of five (5) vacation days
6 to 10 years of employment, to sell back a maximum of ten (10) vacation days
11 to 15 years of employment may sell back a maximum of fifteen (15) days
16 or more years of employment may sell back a maximum of twenty (20) days

- Sell Back when assigned to 10 or 12-hour shifts:
  - 2 to 5 years: up to 40 hours
  - 6 to 10 years: up to 80 hours
  - 11 to 15 years: up to 120 hours
  - 16 or more years: up to 160 hours

This sell back shall be at his or her regular rate of pay. The sell back of vacation days must be completed by March 1 of that year and reimbursement pay shall be by July 1 of the same year.

- Each officer shall have the option to take a minimum of one (1) workday (8, 10 or 12 hours) to a maximum of four (4) work weeks per seniority pick (days off to days off). On subsequent seniority picks, officers may add days off to any existing vacation, so long as the duration does not exceed five (5) scheduled work weeks.

Vacations shall be selected according to rank and the seniority within the rank. Seniority shall be determined as described in Article XI, Section A, of this contract.

Officers having anniversary dates for their 5th, 10th, 15th, or 20th years shall be entitled to the next level of vacation time in that year.

C. PERSONAL DAYS

Each Police Officer shall receive three (3) personal business days per year. In addition, a Police Officer may be granted one (1) extra personal day subject to the terms set forth above under Article IX, section I: "Physical Fitness Bonus" and one (1) extra personal day if they are a "Certified Chemical Test Operator" under the terms of this Section. These days shall be utilized before December 31 of each year and cannot be turned in for overtime pay. Forty-eight (48) hour notice shall be given when requesting a personal business day and the time off shall be subject to the approval of the Shift Commander and/or Division Commander. Personal business days shall not be carried over from year to year.

A "Certified Chemical Test Operator" (CCTO) is defined as the following: For eight (8) hour shifts, there can only be three (3) CCTOs for each of the 1st, 2nd, and 3rd shifts and two

(2) CCTOs for the Traffic Division. For twelve (12) hour shifts, there may be a total of nine (9) CCTOs assigned between the Day Shift and the Night Shift within the Patrol Division, with the distribution of those positions determined by the Chief of Police based upon operational and staffing need, and additionally, two (2) CCTOs for the Traffic Division. In addition, an officer must have two (2) years of service to be appointed as a CCTO. Any unfilled CCTO positions in the designated shift or division may be reallocated to another shift or division.

- Each personal day is equivalent to their shift assignment:
  - Eight (8) hour shift assignment – PD is 8 hours
  - Ten (10) hour shift assignment – PD is 10 hours
  - Twelve (12) hour shift assignment – PD is 12 hours

D. SICK LEAVE

1. SICK DAYS

Each police officer shall be allocated twelve (12) sick days per annual period for non-job related illnesses or injuries. A compensable sick day shall constitute an ordinary scheduled work day. After three (3) consecutive work days, or seven calendar days whichever occurs first, the police officer shall be required to submit a physician's statement authorizing continued absence.

A probationary officer shall not be eligible for any sick days until after ninety (90) days on the Police Department, at which time sick days will be earned at the rate of one (1) day per month for the remainder of the calendar year.

- Each sick day is equivalent to an officer's regularly assigned shift:
  - Eight (8) hour shift assignment – Sick day is 8 hours
  - Ten (10) hour shift assignment – Sick day is 10 hours
  - Twelve (12) hour shift assignment – Sick day is 12 hours

Sick leave is a privilege granted to the employees as a protection in the event of a legitimate illness or injury and should not be considered a privilege to be used for any other purpose. Abuse of sick leave shall be grounds for disciplinary action.
For purposes of annual reconciliation, reimbursement processing, and benefit administration, sick leave balances shall be reconciled effective the 1st of December each calendar year.

2. EXTENDED MEDICAL LEAVE

If the Personnel Director or the Board of Public Works and Safety finds that an officer who has been employed by the Michigan City Police Department for at least two (2) years, is injured, suffers an illness, or is disabled from a non-work related injury or non-work related cause and is physically unfit for duty as an officer, then the Personnel Director shall grant a paid Extended Medical Leave of absence with pay up to a

maximum period of seventy (70) calendar days, commencing from the date of notification, as submitted by the police officer. If the Personnel Director is not available, notification can be made with the Chief of Police or designee. Paperwork will then be forwarded to the Personnel Office. Notification must include medical documentation from a board certified physician attesting to the officer's condition and prognosis. Prior to accessing the Extended Medical Leave benefit, the officer must have used three (3) consecutive sick days prior to submitting a request for the leave of absence.
The Board of Public Works and Safety may seek a second medical opinion from a physician selected by, and at the expense of, the Board of Public Works and Safety.
The provisions of this subsection shall apply in all respects for officers who have been employed by the Michigan City Police Department for less than two (2) years, except that for Extended Medical Leave, the leave of absence shall not exceed twenty (20) calendar days.

In the event an officer has exhausted all twelve (12) annual sick days and subsequently requests access to Extended Medical Leave benefits under this section, the officer shall first exhaust all accrued paid benefit time, including but not limited to vacation leave, personal leave, compensatory time, and any other accrued paid leave balances. Following exhaustion of all accrued paid benefit time, the officer must experience three (3) consecutive unpaid scheduled workdays prior to becoming eligible for the benefits under this subsection.

3. SICK LEAVE REIMBURSEMENT

(a). ANNUALLY. Unused sick days shall be paid commensurate to an amount appropriated by the Michigan City Common Council and paid to each officer by at least the last pay period of each year. Such payment shall be made on or before the 15th of December if the financial situation of the City at that time allows it. There shall be a maximum ten (10) reimbursable sick days per year. Said reimbursable sick days shall be the first ten (10) days, or any portion thereof, which are unused of the twelve (12) days allowed under this section. No sick days shall be accumulated and carried over from year to year. Probationary officers are not eligible for sick pay reimbursement.

(b). RETIREMENT. The City agrees to buy back up to ten (10) of the accumulated sick days existing as of the date of this contract from each officer at the current rate of pay, in the year 2000 and up to ten (10) of the remaining days, if any, at the time of retirement at the then base wage for the rank held. No sick days shall be accumulated after this buy back. All remaining days will be cleared. Probationary officers are not eligible for sick pay reimbursement.

E. FUNERAL LEAVE

It is recognized that death in the immediate family may necessitate absence of any Employee. In the case of death of any Employee's parents, grandparents, brother, sister, or in-law of the same degree, spouse, or child, time off for the attendance of funeral matters shall be approved by the Police Chief, with pay, but not to exceed five (5) duty days.

Reasonable additional time off necessitated by the death may be charged to accumulated vacation credits, or without pay. Aunts and uncles of the immediate family will be excused for the day of the funeral only. Any other absences in connection with funerals of other relatives or friends shall be excused upon approval by the Police Chief without pay.

F. INSURANCE

The Employer shall provide hospitalization and medical insurance for each Employee and dependents, with the Employer incurring 99 percent (99%) of the cost. The Employer shall also provide an insurance program which offers convertibility provisions to retired or terminated Employees. Employer agrees to discuss in advance with the F.O.P. prior to instituting any changes in the insurance Plan of Benefits.

The Employer shall provide paid life insurance on each Employee in amount of $50,000.00 with an additional $50,000.00 Accidental Death Benefit.

Medical Insurance Plan for Retired Officers

Eligibility:

1. Plan applies to officers who retire after December 31 2001.

2. An officer who has at least 20 years of service or becomes disabled while on duty, and remains disabled as certified by the pension board as applicable and is not yet age 65.

3. An officer must have a minimum of five continuous years of coverage under the medical insurance plan immediately prior to retiring.

4. The retired officer must meet a minimum age of 55 years of age, except as certified for disability in No. 1 above. An officer retiring before reaching age 55 is not eligible for the retiree's health insurance outlined in this section until attaining the age of 55. Officers, who retire in 2008, and thereafter, must meet a minimum age of 52 years of age, except as certified for disability.

5. The coverage is available to the retired officer and spouse only.

Conditions:

1. A retired officer who becomes employed by a company which provides employee health coverage must enroll in that program and is not eligible for the City's program. Should the officer later lose eligibility for said coverage, he/she may enroll again in the City's plan prior to age 65 under the Late Enrollment provisions of the current plan. All other Plan provisions shall apply.

2. The retired officer shall contribute one-third (1/3) of the total health insurance premium cost and the City shall contribute two-thirds (2/3).

Termination of Coverage:

1. The last day of the month in which the retired officer becomes covered by another group plan.

2. The first day of the month in which the retired officer or spouse becomes covered under Medicare.

3. The last day of the month in which the retired officer or spouse reaches the age established by the Social Security Administration for Medicare eligibility (presently 65 years of age); however a spouse may remain on the plan after the retired officer attains such age and until said spouse reaches said age, provided the spouse is not eligible for coverage by another plan.

4. The last day of the month in which a PERF sponsored health insurance plan is available.

G. RETIREMENT - GUN AND BADGE

All Police Officers who retire in good standing with the Michigan City Police Department are entitled to receive their badge, after it has been marked to designate its retired status, and both of their issued side arms.

H. PENSION RELIEF

The employer agrees to pay the full pension contribution required by state law for every current and future officer of the Michigan City Police Department. Officers shall not be required to contribute any portion of such required pension contribution, and no deductions shall be made from officer's compensation for this purpose. All required contributions shall be paid entirely by the Employer and contributed to the Police Pension Fund. This obligation shall apply hereafter and shall continue in full force and effect for the duration of this Agreement and any successor agreements unless expressly modified by mutual written agreement of the parties.

I. LATERAL INCENTIVE PROGRAM

1. To be eligible for the lateral incentive program under the terms of this section, officers must have graduated from an Indiana Law Enforcement Academy Tier 1, or an equivalent out-of-state academy that would require just a waiver course, and have worked as a police officer. Any officer with a separation of employment that exceeds the time allowed in the ILEA waiver process is ineligible.
2. Officers that have less than one (1) year of full time experience or any amount of part-time experience will be hired at the one (1) year experience level.

3. Officers with more than one (1) year of full-time experience will be hired in as a Patrolman at the tier level for the years of service they have, which also directly reflects their base pay. (*see* Article IX(a) entitled "Base Wages" for different tier levels of Patrolman).
   a.) Officers with no separation (considered to be 1 month or less of time between employers) in full time service will continue on with their accumulation of longevity and vacation as provided herein for officers with the same service time.
   b.) Officers with a break in service (greater than 1 month) will start at the level of vacation and longevity for their years of law enforcement experience, rounded down to the full year.
4. Vacation time (8-hour days) will be prorated for the first year based on the hire date of the officer.

The prorated amount will follow the percentages established in the section entitled "Vacation time in the Anniversary Year Following the First Year of Service" in Article X, section B. At the start of the next calendar year, vacation time will be allotted per the normal vacation policy as defined by Article X, section B. (see below)

Lateral Hire Prorated Vacation Schedule

Vacation Days for the Partial First Calendar Year of Hire

	Prior Years of Service (YOS)					
Month of Hire	1 YOS	2-4 YOS	5-9 YOS	10-14 YOS	15-19 YOS	20+ YOS
Jan 1-March 31	8	16	23	29	35	41
April 1-May 31	7	14	20	25	31	36
June	6	12	17	22	26	31
July	5	10	14	18	22	26
August	4	8	12	15	18	21
September	3	6	9	11	13	15
October	2	4	6	7	9	10
November	1	2	3	4	4	5
December	0	0	0	0	0	0

The next calendar year, vacation time follows the normal schedule for YOS

5. Lateral transfers will be subject to the probationary status as set forth by The Michigan City Police Merit Commission. Lateral transfers will be entitled to City benefits (ie medical, dental, optical insurance; life insurance; short term disability, etc..) at the commencement of their employment, regardless of their probationary status. If a lateral transfer is terminated, resigns, or otherwise leaves the Department within twelve (12) months from date of hire, the lateral transfer shall not be entitled to compensation for any unused sick, personal days, or vacation days.
6. Officers currently employed with MCPD that would have been covered under this section will receive a bump to where their longevity and vacation would have been at had this section been in effect when they were hired. There will be no back pay for longevity or allotment of vacation days to reimburse the officers for the

time this section was not in effect.

7. This section does not give a new hire any extra seniority, as that is defined elsewhere in this Contract, or consideration for rank or position. New hires will not be able to bump, remove, or otherwise affect existing ranks. No rank will be transferred over from a previous department, nor will an officer returning to MCPD be automatically entitled to resume in the rank previously held.
8. If an officer leaves the Department and in the same calendar year returns to the Department via a lateral transfer, the officer shall not be entitled to any additional benefit time, which shall include but not be limited to vacation, sick, or personal days (collectively referred to as "benefit time") that was already utilized prior to the leave or paid in full by the City. An officer is only entitled to one (1) round of benefit time in a calendar year regardless of the number of times the officer may leave the Department and later return in the same year.

J. WELLNESS PROGRAM

The City will pay for an eye examination for every officer of the police department who has completed at least one (1) year of service. The eye examination will be given by a licensed optometrist practicing in Michigan City as determined by the Board of Public Works and Safety pursuant to Indiana Law. The City, through its health insurance program, will provide Five Hundred Dollars ($500.00) for diagnostic testing performed as a part of an annual physical.

K. DEFERRED COMPENSATION

The City agrees to make matching contributions of $1.00 for each $2.00, up to a maximum of $500.00 per year, for each officer who contributes to a deferred compensation program established by the F.O.P. in accordance with all related Federal and State rules and regulations, and adopted by the City.

L. MEAL PERIODS

All Police Officers shall have the right to a paid meal break within their assigned work schedule:

- Eight (8) hour shift – thirty (30) minutes
- Ten (10) hour shift – forty-five (45) minutes
- Twelve (12) hour shift – sixty (60) minutes (may be split into two (2) thirty (30) minute meal breaks)

District cars are assigned meal periods by seniority unless changed by a supervisor. A meal period lost due to workload may not be accumulated, saved or compensated for. However, the meal period may be taken later in the shift by permission of the shift supervisor. The meal break can not be used to cover a late arrival or early departure.

M. TAKE HOME VEHICLE

In the event that a Police Officer's take home vehicle is broken into, the City agrees to reimburse the Officer up to One Thousand and 00/100 Dollars ($1,000.00) to cover the loss of any work related items or equipment that were in the vehicle at the time of the break in. In order to file a claim under this provision, the Police Officer must document the loss and provide a receipt or similar document explaining the cost to have the item or equipment replaced.

N. INDEMNIFICATION

The City of Michigan City provides indemnification insurance to the Officers of the Michigan City Police Department. A copy of the coverage will be provided to the F.O.P. Should any changes be made in the coverage, then the new version of the policy will be provided to the F.O.P.

O. MANDATORY RANGE TIME

In the event that a Michigan City Police Officer is unable to shoot during his or her tour of duty and therefore is required to shoot while off duty, the Officer shall receive a minimum of two (2) hours of compensatory time off unless the department required him or her to spend more than two (2) hours at the range and if so, the Officer shall receive hour-for-hour compensatory time off after the second hour adding one hour for any fraction thereof in excess of thirty (30) minutes.

Such compensatory range time shall be computed at the rate of one and one-half times the number of hours expended.

ARTICLE XI

SENIORITY

A. SENIORITY

1. Departmental seniority shall be determined by the date the Police Officer was sworn in. If more than one (1) officer has the same date of appointment, then seniority shall be determined by alphabetical order.

2. Seniority within rank shall be determined by the date the officer was promoted to his specific rank. If more than one (1) officer has the same date of promotion, then seniority shall be determined by the date the officer was sworn into the Police Department. Seniority within rank shall be determined separately for each rank, Corporal through Captain.

ARTICLE XII

WORK SCHEDULE

The regular work schedule of Police Officers shall be:

A. All uniformed officers with the exception of the Traffic Bureau will work the following scheduled hours for an 8-hour shift:

1. Shift One (1) - known as the day shift - will work 6:30 a.m. to 2:30 p.m.
2. Shift Two (2) - known as the afternoon shift - will work 2:30 p.m. to 10:30 p.m.
3. Shift Three (3) - known as the midnight shift - will work 10:30 p.m. to 6:30 a.m.
4. Traffic Bureau will work as designated by the Chief of Police.

For a 12-hour Patrol Shift:

- 1. Shift A – Day Shift 1 – will work 6:00 am to 6:00 pm
- 2. Shift B – Night Shift 1 – will work 6:00 pm to 6:00 am
- 3. Shift C – Day Shift 2 – will work 6:00 am to 6:00 pm
- 4. Shift D – Night Shift 2 – will work 6:00 pm to 6:00 am
- 5. Traffic Bureau will work as assigned by the Traffic Commander:

  - Eight (8) hour shift assignment – 7:00 am to 3:00 pm and/or 3:00 pm to 11:00 pm
  - Ten (10) hour shift assignment – 6:00 am to 4:00 pm and/or 12:00 pm to 10:00 pm
  - Twelve (12) hour shift assignment – assigned to Patrol Shift A, B, C or D

B. For 8-hour shift: Uniformed Police Officers shall work four (4) consecutive days and shall be off duty for two (2) consecutive days. The work days and days off shall rotate in reverse order every week. (Example: Work M-T-W-T, off Friday and Saturday; work S-M-T-W, off Thursday and Friday; etc.)

- For 12-hour shift: Uniform Police Officers shall work the Putnum Schedule
  - Example: Work M-T, off Wednesday-Thursday; work F-S-S, off Monday-Tuesday, work W-T, off Friday-Saturday-Sunday (see below):

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
A and B	A and B	C and D	C and D	A and B	A and B	A and B
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
C and D	C and D	A and B	A and B	C and D	C and D	C and D

A twelve (12) hour shift has officers scheduled to work eighty-four (84) hours in a two-

week period. Consistent with the City's regular eighty (80) hour biweekly pay structure, four (4) hours of each eighty-four (84) hour rotation shall be constituted as "Burn Time."

Officers assigned to a twelve (12) hour shift shall be credited twenty-six (26) hours of Burn Time on the first day of each calendar quarter. Burn Time shall be maintained in an individual "Burn Bank" and may be utilized during the applicable quarter, subject to Department manpower requirements and operational needs.

Any unused Burn Time remaining in an officer's Burn Bank at the conclusion of each calendar quarter shall be paid to the officer at his or her regular straight-time rate of pay. Burn Time shall not carry over from one calendar quarter to the next.

All Burn Time payments shall be administered in accordance with applicable requirements of the Fair Labor Standards Act.

C. Non-uniformed officers:

1. When assigned to an 8-hour schedule. Detective Bureau shall work Monday through Friday, 8:00 a.m. to 4:00 p.m.

2. When assigned to a 10-hour schedule, the Detective Bureau shall work a ten (10) hour shift, 6:00am to 4:00pm or 8:00am to 6:00pm
   a. Squad 1 will work Monday through Thursday
   b. Squad 2 will work Tuesday through Friday
   i.) Squads may rotate every other week at the discretion of the Detective Bureau Commander

   ii.) Hours may be adjusted with the approval of the Detective Bureau Commander.

2. Special Assignments: Those positions with the hours that do not fall within the 8:00 a.m. to 4:00 p.m. time period will be determined by the Chief of Police.

D. SPECIAL ASSIGNMENTS (Narcotics, Surveillance, Training, K-9 Division, SRO)

All personnel on special assignment shall have hours designated by the Chief of Police.

E. ADJUSTMENT OF WORK SCHEDULES

The Chief, or his designate, shall have the authority to reschedule hours for all but uniformed patrol divisions for the purpose of overtime economy. In exercising this power, the Chief may, with reasonable notice, shorten or curtail the officer's regular schedule to compensate for hours that would otherwise be credited as overtime. All such rescheduling shall be implemented in the pay period in which the overtime hours are worked.

ARTICLE XIII

SHIFT ASSIGNMENTS

A. CHIEF'S AUTHORITY

1. The Chief shall have the authority to assign all Police Officers to particular shifts and assignments. Such assignments shall be made by the Chief on the basis of manpower requirements, experience, and other police-related qualifications in his discretion. The Chief shall make no assignments arbitrarily and/or capriciously and shall, upon request, furnish written reasons for any reassignment. Such written reasons shall be furnished to the F.O.P. President and the officer or officers affected.

2. Notwithstanding Paragraph 1, the Chief shall have the authority to make shift assignments, at any time, for disciplinary reasons after written notice. The affected officer shall have the opportunity to informally discuss the matter, with the Chief, prior to the reassignment. The Chief shall make shift assignments to alleviate hardships caused by an officer's proven medical or psychological disorder.

3. In reference to the Patrol Division, the Chief shall make assignments - by seniority - according to the shift preference slips, honoring a minimum of thirty-three and one-third percent (33⅓%) of the first pick of the more senior officers' preferences. Seniority is defined by Article XI of this contract. In all other divisions, the Chief shall have the authority to make assignments to each division.

B. PREFERENCE SLIPS

1. On or before October 15 of each year, the Police Chief will provide a shift preference slip to every officer. The officer will fill out the shift preference slip and return it to his/her shift commander. The commander will see that the slips are returned to the Police Chief. The Police Chief shall give due consideration to the shift preference.

2. The Police Chief will then post the new list by December 1 so that it does not interfere with the selection of vacations. The new schedule will take effect January 1 of each year.

3. Police Officers of equal rank may exchange shifts a maximum of one (1) time per year. Requests for shift exchanges shall be in writing. Requests shall be made through shift commanders and with the approval of the Chief's office.

C. No officer shall be required or ordered to report to his/her change-of-duty assignment within sixteen (16) hours of the change of assignment. The Police Chief will be required to allow that officer affected by the change of assignment at least a sixteen (16) hour break, or that officer receives the first duty day off in his/her new assignment without loss of pay.

ARTICLE XIV

SAFETY PROGRAM

A. A joint Safety Program shall be adopted and enforced by a joint Safety Committee comprised of an equal number of representatives from the F.O.P. and City.

B. The City shall make reasonable provisions for the safety and health of the Police Officers during the hours of their employment. It shall maintain its equipment in safe operating condition. The City shall furnish such protective devices and/or equipment as is necessary to reasonably safeguard the health and safety of the Police Officers and to protect them from injury.

C. In the event a Police Officer believes that an assigned vehicle is unsafe for use during a tour of duty, it shall be returned to the station. If the Officer in Charge agrees with the Police Officer, the vehicle shall be deadlined and a gas slip noting its condition shall be filled out. The vehicle shall remain out of service until the proper repairs are made.

D. All Uniform Division vehicles used in the line of duty may be equipped with a department patrol rifle or less than lethal 12-gauge shotgun at the discretion of the Chief of Police or his designee. Weapons will be stored in Michigan City Police Department vehicles in accordance with current Departmental rules and regulations.

E. The City of Michigan City agrees to issue standard equipment to all newly hired police officers by the Michigan City Police Department. This standard equipment will consist of no less than the following:

1 pair of French blue uniform pants
1 uniform shirt short sleeve class A
1 uniform shirt long sleeve class A
2 pairs of BDU uniform pants
2 BDU uniform shirts short sleeve
2 BDU uniform shirts long sleeve
1 uniform hat
1 winter stocking cap with department logo
1 uniform all weather coat
1 French blue uniform tie
1 pair of uniform dress shoes
1 pair of uniform boots
1 black basket weave department approved duty belt
1 department approved holster
4 belt keepers
1 uniform trouser belt
1 double magazine pouch
1 handcuff case

1 set of handcuffs
1 flashlight with duty belt holder
1 uniform shirt badge
1 uniform flex badge
1 uniform hat badge
1 uniform name plate
1 set of MCPD uniform collar brass
1 department authorized handgun Glock ~~17~~ (duty weapon)
1 department authorized handgun Glock ~~26~~ (back up weapon)
1 Motorola 800 megahertz portable radio with holder
1 electronic control weapon (ECW) with holder and two duty cartridges
1 Body Worn Camera
1 gas mask with case
1 ballistic vest with approved exterior carrier

F. In the event that members of the FOP Safety Committee find that additional items, equipment or policies are needed to ensure the safety of Police Officers, the FOP Safety Committee shall forward their recommendations in writing to the Chief of Police. After review of the recommendation(s), the Chief of Police shall forward his response, in writing, to the FOP Safety Committee. The response shall include the reason(s) for the approval or denial of the recommendation.

Should the FOP Safety Committee decide to appeal the findings of the Chief of Police, the matter will be presented to the Board of Public Works and Safety. The decision of the Board of Public Works and Safety shall be final and their reasons for approval or denial shall be submitted in writing to the FOP Safety Committee.

ARTICLE XV

DRUG-FREE WORKPLACE POLICY

The FOP and City shall abide by the City of Michigan City Uniform Policy for a Drug-Free Workplace.

ARTICLE XVI

PERSONNEL SERVICE RECORDS

A. All Police Officers must give the Chief of Police copies of schools, diplomas or pertinent information pertaining to personnel record keeping for each individual officer.

B. A Police Officer may view his or her personnel file upon twenty-four (24) hours notice. In addition, the Officer will be entitled to receive a copy of all records in his or her personnel file.

C. Should any item be copied or removed from an Officer's personnel file, pursuant to applicable law, the Officer will be notified in writing by the Chief of Police as to what was removed or copied and for whom and what purpose.

D.

ARTICLE XVII

INTERVIEWS/BILL OF RIGHTS

A. All Internal Complaint investigations will be conducted in an impartial, fair and professional manner.

B. It is the responsibility of the Officer to invoke their "Garrity Rights." Once invoked the "Garrity" form currently being used by the Michigan City Police Department will be filled out and signed prior to commencing an internal discipline interview.

C. The Michigan City Police Department Administration shall request that all citizen complaints be reduced to writing on the Michigan City Police Department Internal Affairs Complaint Form or a form substantially in compliance with the current complaint form in use and the complainant's statement sworn under oath prior to a formal investigation.

D. In the event that the Administration or Division of Professional Standards orders an internal disciplinary interview to occur, the interview will be audio and/or video recorded.

E. Once the investigation is complete and a determination has been rendered, the Officer shall receive, in writing, the results of the investigation including copies of any and all reports, recordings and statements upon request.

F. Critical Incidents. * This section will be placed into the Department SOP's.

ARTICLE XVIII

OFF-DUTY RESPONSIBILITIES/LIABILITY

LIABILITY PROTECTION

A. Officers of the Michigan City Police Department have liability protection for the lawful on and off duty performance of official duties while undertaking police actions. This coverage also extends to off duty employment. The City agrees to provide the F.O.P. a copy of the policy.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2026.

FOR FRATERNAL ORDER OF POLICE

_____
Brian Wright, President

_____
Michael Elkins, Negotiating Team

FOR THE COMMON COUNCIL:

_____
Tracie Tillman, President

FOR THE BOARD OF PUBLIC WORKS AND SAFETY

_____
Candice Antisdel, President

MAYOR

_____
Angie Nelson Deuitch, Mayor

ATTEST:

_____
Gale A. Neulieb, City Clerk
Michigan City, Indiana

MICHIGAN CITY, INDIANA

ORDINANCE NO. _____

AMENDING CITY OF MICHIGAN CITY RESOLUTION 4809, WHICH PREVIOUSLY AMENDED THE SCHEDULE OF RATES AND CHARGES COLLECTED BY THE CITY OF MICHIGAN CITY, INDIANA FROM THE OWNERS OF PROPERTY SERVED BY THE MICHIGAN CITY SANITARY DISTRICT AND OTHER MATTERS CONNECTED THEREWITH

WHEREAS, the City of Michigan City, Indiana ("City") has heretofore constructed and has in operation its municipal sanitary district ("District") for the collection, treatment, and disposal of sewage under the provisions of IC 36-9-25; and

WHEREAS, the City Council previously adopted Ordinance No. 2837, 5-23-1985; Ordinance No. 3187, 10-2-1990; and Ordinance No. 3941, 12-21-2004, as codified in Section 98-343, et. seq. of the Code of Ordinances of the City (collectively, "Rate Ordinance") establishing the sewer rates and charges for the use and services rendered by the District; and

WHEREAS, the District, in cooperation with the City, has caused a rate study that was completed on December 16, 2025 by the firm of O.W. Krohn & Associates, LLP., Westfield, Indiana, in connection with the proposed construction of additions and improvements to its sewage works system; and

WHEREAS, on July 9, 2026, the District held a public hearing regarding this proposed Amendment to the Schedule of Rates and Charges Collected by the City of Michigan City, Indiana from the Owners of Property Served by the Michigan City Sanitary District and Other Matters Connected Therewith; and

WHEREAS, following the public hearing, the District adopted Resolution #2026-71, entitled, "A Resolution Authorizing an Amended Schedule of Rates and Charges Collected by the City of Michigan City, Indiana, From the Owners of Property Served by the Michigan City Sanitary District and Other Matters Connected Therewith," approving the amendment to the schedule of rates and charges and recommending this matter to the Common Council; and

WHEREAS, based upon such rate study, the Common Council found that the rates and charges established by the existing Rate Ordinance were insufficient to enable the City to properly operate the District's Sewer System in a sound physical and financial manner, to service its outstanding and proposed bonds needed to finance additions and improvements to its sewage works system and to provide adequate working capital and reserves, and accordingly adopted Ordinance No. 4809, which became effective upon passage by the Common Council on August 18, 2026 and approval by the Mayor on August 19. 2026; and

WHEREAS, further discussion between representatives of the District and O.W. Krohn & Associates, LLP has revealed the existence of scrivener's errors within the data table originally attached to Sanitary District Resolution #2026-71 as Exhibit "A", and

WHEREAS, said scrivener's errors do not impact or affect the rates established by Sanitary District Resolution #2026-71 and City Ordinance No. 4809, but do impact the monthly minimum

charges which are derived from those rates, and the standard rates to be assessed to septage haulers; and

WHEREAS, an Amendment to Ordinance No. 4809, and any corresponding Section of the Municipal Code of the City of Michigan City into which Ordinance No. 4809 has been or is intended to be codified, is necessary to address the scrivener's errors contained in the original Exhibit "A" to Sanitary District Resolution #2026-71; and

WHEREAS, on October 14, 2026, the Board of Sanitary Commissioners, as the governing body of the District, has approved Sanitary District Resolution #2026-71-R1, which addresses and rectifies the noted scrivener's errors;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MICHIGAN CITY, INDIANA:

Section 1. The following rates, as established by City Ordinance No. 4809, are hereby amended and restated as set forth in the revised Exhibits "A", "B", and "C" to Sanitary District Resolution #2026-71-R1, a copy of which is attached hereto and incorporated herein as Exhibit "1."

Section 2. The rates established in Exhibit A herein shall take effect in two (2) phases, with the initial phase becoming effective on September 1, 2026 and the secondary phase becoming effective on January 1, 2028. The non-recurring charges in Exhibits B & C shall become effective upon passage.

Section 3. The Phase 1 rates herein established shall become due beginning with the first billing cycle of the District in October 2026. The Phase 2 rates herein established shall become due beginning with the first billing cycle of the District in February, 2028.

Section 4. All other provisions of, and all other rates and charges established by, the Rate Ordinance not specifically referenced herein shall remain in full force and effect.

Section 5. This ordinance shall be in full force and effect from and after its passage.

*******REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*******

INTRODUCED BY: _____

Don Przybylinski, Member
Michigan City Common Council

_____

Bryant Dabney, Member
Michigan City Common Council

Passed by the Common Council of the City of Michigan City, Indiana, this _____day of _____, 2026 by a vote of _____ to _____.

_____

Tracie Tillman, President
Michigan City Common Council

Approved/Vetoed (circle appropriate action) by me, this _____ day of _____ _____, 2026.

_____

Angie Nelson Deuitch, Mayor
City of Michigan City, Indiana

ATTEST:

_____

Gale A. Neulieb, Clerk
City of Michigan City, Indiana

Prepared by Harris Law Firm, P.C. Upon Request

EXHIBIT "1"

BOARD OF COMMISSIONERS OF THE MICHIGAN CITY SANITARY DISTRICT

RESOLUTION #2026-71-R1

A RESOLUTION AUTHORIZING AN AMENDED SCHEDULE OF RATES AND CHARGES COLLECTED BY THE CITY OF MICHIGAN CITY, INDIANA, FROM THE OWNERS OF PROPERTY SERVED BY THE MICHIGAN CITY SANITARY DISTRICT AND OTHER MATTERS CONNECTED THEREWITH

WHEREAS, Michigan City Sanitary District ("MCSD" or "District") is established as an executive department of the City of Michigan City pursuant to Indiana Code 36-9-25 and manages the district's wastewater and stormwater through municipal ordinances, including Ordinance No. 4770; and

WHEREAS, MCSD manages the sewer systems, stormwater and water quality within its district in accordance with the regulations of the State of Indiana, namely 327 IAC 1, et seq., and the federal Clean Water Act, as amended in 1972 (33 U.S.C. §§1251-1387); and

WHEREAS, the City of Michigan City, Indiana ("City") has heretofore constructed and has in operation its municipal sanitary district ("District") for the collection, treatment, and disposal of sewage under the provisions of IC 36-9-25; and

WHEREAS, the City Council previously adopted Ordinance No. 2837, 5-23-1985; Ordinance No. 3187, 10-2-1990; and Ordinance No. 3941, 12-21-2004, as codified in Section 98-343, et. seq. of the Code of Ordinances of the City (collectively, "Rate Ordinance") establishing the sewer rates and charges for the use and services rendered by the District; and

WHEREAS, the District, in cooperation with the City, has caused a rate study that was completed on December 16, 2025 by the firm of O.W. Krohn & Associates, LLP., Westfield, Indiana, in connection with the proposed construction of additions and improvements to its sewage works system; and

WHEREAS, based upon such rate study, the District finds that the rates and charges established by the existing Rate Ordinance are insufficient to enable the City to properly operate the Sanitary District's Sewer System in a sound physical and financial manner, to service its outstanding and proposed bonds needed to finance additions and improvements to its sewage works system and to provide adequate working capital and reserves.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF THE MICHIGAN CITY SANITARY DISTRICT, THAT:

Section 1. The following rates established in the City's existing Rate Ordinance are hereby amended by Resolution of this Board and recommended for final amendment by Ordinance of the City Council to be restated as follows in Exhibit A, Exhibit B and Exhibit C. Exhibit A applies to

existing customers of the District. Exhibit B and portions of Exhibit C apply to new construction from builders and developers to cover the cost of capacity allocations due to customer growth. Exhibit C includes application and permit fees for new development and for other customers that require periodic monitoring and inspection services from the District.

SECTION 1, EXHIBIT A

CITY OF MICHIGAN CITY - SANITARY DISTRICT

EXHIBIT A

SCHEDULE OF WASTEWATER RATES AND CHARGES
MONTHLY METERED & NON-METERED USER CHARGES

			Phase 1		Phase 2	
MONTHLY METERED RATES (PER 100 CUBIC FEET - CCF):			**INSIDE CITY**	**OUTSIDE CITY**	**INSIDE CITY**	**OUTSIDE CITY**
				14.5% SURCHARGE		14.5% SURCHARGE
TIER 1:	INSIDE CITY	FIRST 1,200 CCF OF USAGE / MO.	$3.59	$4.11	$4.48	$5.13
TIER 2:	INSIDE CITY	OVER 1,200 CCF OF USAGE / MO.	$10.17	$11.64	$12.70	$14.54

MONTHLY BASE CHARGES:	Phase 1		Phase 2	
METER SIZE:	**INSIDE CITY**	**OUTSIDE CITY**	**INSIDE CITY**	**OUTSIDE CITY**
		14.5% SURCHARGE		14.5% SURCHARGE
5/8 INCH METER	$20.92	$23.95	$26.11	$29.90
3/4 INCH METER	$31.39	$35.94	$39.18	$44.86
1 INCH METER	$52.31	$59.89	$65.29	$74.76
1 1/2 INCH METER	$121.34	$138.93	$151.44	$173.40
2 INCH METER	$209.21	$239.55	$261.12	$298.98
3 INCH METER	$481.18	$550.95	$600.57	$687.65
4 INCH METER	$836.84	$958.18	$1,044.47	$1,195.92
6 INCH METER	$1,903.80	$2,179.85	$2,376.17	$2,720.71
8 INCH METER	$3,389.19	$3,880.62	$4,230.11	$4,843.48
12 INCH METER	$7,636.13	$8,743.37	$9,530.81	$10,912.78
MINIMUM CHARGES:				
EQUAL TO MONTHLY BASE CHARGE PLUS 300 CU. FT. USAGE	$31.69	$36.29	$39.55	$45.28

FLAT FEES - WELL CUSTOMERS (5/8 BASE + 750 CU. FT.):	Phase 1		Phase 2	
	INSIDE CITY	**OUTSIDE CITY**	**INSIDE CITY**	**OUTSIDE CITY**
		14.5% SURCHARGE		14.5% SURCHARGE
CUSTOMER CHARGE	$46.05	$52.73	$57.47	$65.80
SEPTAGE HAULERS (PER GALLON):				
	INSIDE CITY	**OUTSIDE CITY**	**INSIDE CITY**	**OUTSIDE CITY**
REGULAR	$ 0.113	$ 0.113	$ 0.113	$ 0.113
HOLDING TANK	0.057	0.057	0.057	0.057

EXCESSIVE STRENGTH CHARGES (PER POUND):	Phase 1		Phase 2	
	INSIDE CITY	**OUTSIDE CITY**	**INSIDE CITY**	**OUTSIDE CITY**
		14.5% SURCHARGE		14.5% SURCHARGE
CBOD (IN EXCESS OF 250 MG/L)	$0.55	$0.63	$0.68	$0.78
SUSPENDED SOLIDS (IN EXCESS OF 250 MG/L)	$0.57	$0.65	$0.71	$0.81
PHOSPHORUS (IN EXCESS OF 6 MG/L)	$0.56	$0.64	$0.70	$0.80
AMMONIA NITROGEN (IN EXCESS OF 20 MG/L)	$0.67	$0.77	$0.83	$0.95

The monthly user fees above apply to all users of the Michigan City Sanitary District's wastewater customers. The monthly User Charges include a 14.5% outside city surcharge for customers of the District that are located outside of the corporate limits of the City of Michigan City.

SECTION 1, EXHIBIT B

CITY OF MICHIGAN CITY - SANITARY DISTRICT

EXHIBIT B

SCHEDULE OF WASTEWATER RATES AND CHARGES
FEES FOR NEW DEVELOPMENT AND SERVICE UPGRADES

SDC = System Development Charge - Payable at Time of Building Permit Issuance
PPR = Preliminary Plan Review Fee - Payable by Developer at Time Plans are Filed with City
IF = Inspection Fee - Payable by the Builder prior to backfilling the pipe connections

METER SIZE	EDU RATIO	SDC FEE $10 PER GPD (1)	PPR FEE PER CONNECTION (2)	INSPECT FEE PER CONNECTION (3)
5/8 INCH METER	1.0	$ 3,000.00	$ 40.00	$ 250.00
3/4 INCH METER	1.5	4,500.00	60.00	380.00
1 INCH METER	2.5	7,500.00	100.00	630.00
1 1/2 INCH METER	5.8	17,400.00	230.00	1,450.00
2 INCH METER	10.0	30,000.00	400.00	2,500.00
3 INCH METER	23.0	69,000.00	920.00	2,500.00
4 INCH METER	40.0	120,000.00	1,600.00	2,500.00
6 INCH METER	91.0	273,000.00	3,640.00	2,500.00
8 INCH METER	162.0	486,000.00	5,000.00	2,500.00
12 INCH METER	365.0	1,095,000.00	5,000.00	2,500.00

(1) Based up $10 per GPD (gallons / day) - 300 GPD per EDU (equivalent dwelling unit)
Oversized meters proportional to area ratio indexing

(2) Based up $40 per EDU (i.e. 100 unit subdivision would pay $2,500 PPR Fee)
Oversized meters proportional to area ratio indexing maximum fee of $5,000.

(3) Based upon $250 per EDU, indexed up to $2,500 maximum fee.
Re-inspection Fees due to contractor errors will increase 25% for each re-inspectioin

The one-time fees for new development and service upgrades above apply to developers and builders requesting new services for new construction and / or expansion and upgrades to existing services and connections. The System Development Charges require new development to pay for the capacity allocation attributable to their respective new developments. While meter size is a primary determinant for determining the number of EDUs, 327 IAC delineates minimum flow standards for various uses and can be utilized for determining EDUs for apartment buildings, commercial buildings and other mixed use building connections. The District may apply the greater of the two techniques in determining System Development Charges. Preliminary Plan Review Fees will also apply to new developments in order to cover the District's costs associated with engineering review of proposed plans to ensure that the new development complies with the District's standards for new construction and connection to the sanitary sewage works system.

Similarly, Connection Inspection Fees are designed to cover the District's costs of inspection and review of the actual construction / connection.

SECTION 1, EXHIBIT C

CITY OF MICHIGAN CITY - SANITARY DISTRICT

EXHIBIT C

SCHEDULE OF WASTEWATER RATES AND CHARGES
PERMIT & INSPECTION FEES

1. Sanitary Sewer Related Class 1 Residential

a. Permit Type 1A - Single Family Residence	$250.00
b. Permit Type 1B - Multiple Unit Residence (Per Unit)	$187.50
c. Permit Type 1C - Residential Sewer Repair (Clean Out or Lateral)	$250.00

2. Sanitary Sewer Related Class 2 Non-Residential

a. Permit Type 2A - Commercial Establishment (Per EDU)	$250.00
b. Permit Type 2B - Industrial Establishment (Per EDU)	$250.00
c. Permit Type 2C - Institutional Establishment (Per EDU)	$250.00
d. Permit Type 2D - Miscellaneous Non-Residential (Per EDU)	$250.00
e. Permit Type 2E - Non-Residential Sewer Repair (Per EDU)	$250.00
f. Application Fee 2F Fats, Oil & Grease Dischargers	$250.00
g. Fats, Oil & Grease - Monthly Monitoring Fee (Annual Inspections)	$25.00

3. Sanitary Sewer Related Class 3 Sewer Mains, Pumping Station, Other

a. Permit Type 3A - Sewer Extension involving Gravity Sewer Mains, Pressure (Force) Mains, Pumping Stations	Actual Cost but Not Less Than $1,000
b. Application Fee 3B - Waste Hauler Bi-Annual Permits (per Hauler)	$125.00
c. Striebel Pond Rental Fees 3C - Gazebo or Shelters per Weekend Day	$50.00

4. Stormwater/Drainage Related Class 4

a. Permit Type 4A - Stormwater Management Permit (Reference: Municipal Code Section 46-316)	Actual Cost but Not Less Than $500
b. Permit Type 4B - Individual Lot Plot Plan Permit (Reference: Municipal Code Section 46-318)	Actual Cost but Not Less Than $250
c. Permit Type 4C - Connection to Storm Sewer System	Actual Cost but Not Less Than $250
d. Permit Type 4D - Building Sump Pump Drain	Actual Cost but Not Less Than $250

5. Inspection Fees Class 5

a. Permit Type 5A - Reinspection of failed inspection for Class 1 through 4 Permit Types	125% of Permit Fee
b. Permit Type 5B - Reinspection of Corrective Actions Associated with Erosion & Sediment Control Violations	125% of Permit Fee
c. Permit Type 5C - Reinspection of Corrective Actions Associated with Illicit Discharge Violations	125% of Permit Fee
d. Permit Type 5D - Reinspection of Corrective Actions Associated with Fats, Oil, Grease Discharge Violations - Per Violation	125% of Permit Fee

Section 2. The rates established herein shall take effect in two (2) phases. The initial phase becoming effective on September 1, 2026 and the secondary phase becoming effective on January 1, 2028.

Section 3. The Phase 1 rates herein established shall become due beginning with the first billing cycle of the District in October, 2026. The Phase 2 rates herein established shall become due beginning with the first billing cycle of the District in February, 2028.

Section 4. All other provisions of, and all other rates and charges established by, the Rate Ordinance not specifically referenced herein shall remain in full force and effect.

Section 5. This Resolution shall be in full force and effect from and after its passage.

Approved by the Board of Sanitary Commissioners this 14th day of October, 2026.

Don Babcock, President

Attest: Rachel R. MC
Secretary

Prepared by Harris Law Firm, P.C. Upon Request

MICHIGAN CITY COMMON COUNCIL

ORDINANCE NO. _____

ESTABLISHING THE SALARIES FOR THE MICHIGAN CITY POLICE DEPARTMENT FOR THE CALENDAR YEAR 2027

WHEREAS, the salaries for the Police Department must be set by ordinance, pursuant to IC 36-8-3-3; and

WHEREAS, previously, the City of Michigan City, through the Common Council's Labor Committee and the Michigan City Fraternal Order of Police Dunes Lodge #75 on behalf of the officers of the Police Department, negotiated fair and equitable salaries for the years 2027—2028 the terms of which continue until a new contract is approved by both the City and the Michigan City Fraternal Order of Police Dunes Lodge #75; and

NOW, THEREFORE BE IT ORDAINED by the Common Council of the City of Michigan City, Indiana, that:

Section 1. The annual salaries for the Police Officers for the year 2027 shall be set as follows, subject to the terms and conditions of a labor agreement between the City of Michigan City and the Indiana F.O.P. Labor Council, Inc.:

POSITION	2027
Probationary Patrolman	$62,801.40
Patrolman (1 - 2 years)	$65,985.02
1st Class Patrolman (3+ years)	$68,690.06
Corporal	$70,812.48
Sergeant	$72,934.90
Lieutenant	$75,057.31
Captain	$77,179.79

Section 2. Set salaries are in effect for all payrolls issued in the calendar year governed by this Ordinance.

This Ordinance to be effective upon passage by the Council, approval by the Mayor, any necessary publication, and any necessary approval by the Indiana Department of Local Government Finance.

INTRODUCED BY: _____
Greg Coulter, Member
Michigan City Common Council

_____
Don Przybylinski, Member
Michigan City Common Council

Passed by the Common Council of the City of Michigan City, Indiana, this _____day of _____, 2026 by a vote of ___ to _____.

_____
Tracie Tillman, President
Michigan City Common Council

Veto / Approved (*circle action taken*) by me, this _____ day of _____ _____, 2026.

_____
Angie Nelson Deuitch, Mayor
City of Michigan City, Indiana

ATTEST:

_____
Gale A. Neulieb, Clerk
City of Michigan City, Indiana

Prepared by Corporation Counsel upon Request

MICHIGAN CITY COMMON COUNCIL

ORDINANCE NO. _____

ESTABLISHING A TEMPORARY MORATORIUM ON NEW DATA CENTER DEVELOPMENT AND CREATING SEC. 22-3 IN THE MICHIGAN CITY MUNICIPAL CODE

WHEREAS, the Common Council finds that the Michigan City Comprehensive Zoning Ordinance No.4120, as adopted on January 4, 2011, did not anticipate or consider data center projects and their impacts on the City's incorporated areas; and

WHEREAS, the Plan Commission is actively engaged in reviewing potential amendments to the Comprehensive Zoning Ordinance governing data center development with the assistance of a qualified subject matter expert; and

WHEREAS, the Common Council finds that allowing new data center development to proceed before completion of that review may be inconsistent with the City's future land use regulations and planning objectives; and

WHEREAS, the Common Council finds that a temporary moratorium is necessary to preserve the integrity of the planning process while permanent regulations are developed.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Michigan City, Indiana as follows:

SECTION 1: Sec. 22-3 is hereby created in the Michigan City Municipal Code and shall read as follows:

Sec. 22-3. Temporary Moratorium on New Data Center Development

(a). **PURPOSE.** The purpose of this Section is to temporarily suspend the approval of new data center development while the Plan Commission completes its review and recommends amendments to the Comprehensive Zoning Ordinance.

(b). **DEFINITIONS.** The following definitions shall apply to this Section:

Data Center is defined consistently with 42 U.S.C. § 17112 as follows:
Any facility that primarily contains electronic equipment used to process, store, and transmit digital information, which may be:

(A) A free-standing structure; or

(B) A facility within a larger structure, that uses environmental control equipment to maintain the proper conditions for the operation of electronic equipment.

(c). **MORATORIUM.** During the effective period of this Section, no application for the establishment of a new data center shall be approved, and no land use approval or permit authorizing the establishment of a new data center shall be issued by the City.

(d). **EXCEPTIONS**. This Section shall not apply to:

1. Existing lawful uses;
2. Routine maintenance, repair, or renovation of existing facilities; and
3. Development for which vested rights have been established under applicable Indiana law, with the exception of new data center development.
4. The current Google data center, including each of its two (2) phases.

(e). **DURATION/EFFECTIVE PERIOD**. This Section shall take effect upon passage as provided by law and shall automatically expire upon the effective date of amendments to the Comprehensive Zoning Ordinance establishing regulations governing data center development, unless repealed or extended by the Common Council, or by July 31, 2028.

SECTION 2: If any provision of this Ordinance is held invalid by a court of competent jurisdiction,

such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

This Ordinance shall be effective upon its passage by the Common Council and approval by the Mayor, or otherwise as provided by Indiana law.

INTRODUCED BY: _____
Dr. Vidya Kora, Member
Michigan City Common Council

_____
Bryant Dabney, Member
Michigan City Common Council

_____
Daisy Lee, Member
Michigan City Common Council

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Greg Coulter, Member
Michigan City Common Council

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Don Przybylinski, Member
Michigan City Common Council

_____
Tim Bietry, Member
Michigan City Common Council

Passed by the Common Council of the City of Michigan City, Indiana, this _____day of _____, 2026 by a vote of _____ to _____.

_____
Tracie Tillman, President
Michigan City Common Council

Approved/Vetoed (circle appropriate action) by me, this _____ day of _____ _____, 2026.

_____
Angie Nelson Deuitch, Mayor
City of Michigan City, Indiana

ATTEST:

_____
Gale A. Neulieb, City Clerk
City of Michigan City, Indiana

Prepared by Harris Law Firm, P.C. upon Request

MICHIGAN CITY COMMON COUNCIL

ORDINANCE NO: _____

ESTABLISHING AN INDEFINITE TEMPORARY MORATORIUM ON NEW DATA CENTER DEVELOPMENT AND RELATED APPROVALS WITHIN THE CITY OF MICHIGAN CITY, INDIANA, AND DIRECTING A REVIEW OF THE MICHIGAN CITY COMPREHENSIVE ZONING ORDINANCE BY THE PLANNING COMMISSON OF MICHIGAN CITY, FOR PURPOSES OF DEFINING AND REGULATING DATA CENTER DEVELOPMENT

WHEREAS, residents of Michigan City, especially those living in the 6th Ward, have expressed publicly and in writing their concerns regarding the significant impact of local data center development on their health, well-being, and quality of life, and the health, well-being, and quality of life of the Michigan City community as a whole; and

WHEREAS, the Michigan City Common Council desires to support development within the City of Michigan City as a means of attracting high-value capital investment, redeveloping antiquated, obsolete, or otherwise unusable industrial properties in a manner compatible with their surroundings, and promoting the City's long-term fiscal and economic stability; and

WHEREAS, the Michigan City Comprehensive Zoning Ordinance No. 4120, as adopted on January 4, 2011, did not anticipate or consider data center projects and their impacts on the City's incorporated areas; and

WHEREAS, the Michigan City Common Council has an interest in protecting the City's infrastructure, natural resources, wildlife, and property values; and

WHEREAS, the Michigan City Common Council also has an interest in protecting the health, safety, and economic welfare of the residents of Michigan City; and

WHEREAS, the Michigan City Common Council recognizes the Michigan City Planning Commission as the appropriate body, pursuant to Ind. Code 36-7-4, to engage in a review of current zoning regulations and create proposed amendments to the Michigan City Comprehensive Zoning Ordinance governing data center development; and

WHEREAS, the City Council finds that allowing new data center development to proceed before completion of that review may be inconsistent with the City's future land use regulations and planning objectives and may result in further unregulated development and/or inconsistent application of current and future zoning regulations; and

WHEREAS, residents of Michigan City have requested, consistently with recent precedent set forth by adjacent and surrounding communities, the adoption of an indefinite temporary moratorium regarding further data center development until such time as a complete review of the current Michigan City Comprehensive Zoning Ordinance can be conducted and a set of

amendments relating specifically to data center-related concerns and circumstances may be reviewed and adopted; and

WHEREAS, the Michigan City Common Council finds that an indefinite temporary moratorium on data center development is necessary to preserve the integrity of the planning process until permanent regulations can be developed by the Planning Commission of Michigan City;

NOW, THEREFORE, BE IT ORDAINED, by the Common Council of the City of Michigan City, Indiana, that:

The following Ordinance, to be known as the "Indefinite Temporary Data Center Moratorium Ordinance," is hereby APPROVED and ADOPTED for codification within the City Code of Michigan City:

Section 1. Title
This Ordinance shall be known and cited as the "Indefinite Temporary Data Center Moratorium Ordinance."

Section 2. Definitions
The following definitions shall apply to the entire chapter of the City Code of Michigan City, and any corresponding sections of the City Code of Michigan City, in which any part of this Ordinance is codified:

A. "Data Center," for purposes of this Ordinance, shall be defined consistently with 42 U.S.C. § 17112 as follows: "Any facility that primarily contains electronic equipment used to process, store, and transmit digital information, which may be:
i. a free-standing structure; or
ii. a facility within a larger structure,
that uses environmental control equipment to maintain the proper conditions for the operation of electronic equipment."

B. "Data Center Development," as used in this ordinance, shall be defined as a building or structure of more than five thousand (5,000) square feet, whose primary purpose and design is to house data center equipment or software, to be used for processing, storage, retrieval, or other communication of data.

Section 3. Establishment of Indefinite Temporary Moratorium
During the effective period of this Ordinance, as that term is defined in Section 5 of this Ordinance, the City shall not grant, issue, approve, or enter into any City approval for the issuance of a land use permit, tax abatement, site improvement permit, or any other approval generally relating to or facilitating any data center project or structure, including but not limited to any:

A. storage facility;
B. water conservation system;
C. cooling system;
D. parking lot; or

E. *other attached facility or utility consistent with the purposes of or designed to facilitate the development of a data center;*

in any zoning district within the territorial limits and/or any incorporated area of the City of Michigan City, Indiana, pending the adoption of an ordinance amending the Michigan City Comprehensive Zoning Ordinance to provide regulations related to data center projects within the City of Michigan City, Indiana.

This Indefinite Temporary Moratorium is effective as to any application pending as of the effective date of this Ordinance, unless a City approval has already been finally issued before that date.

Section 4. Exceptions

This Ordinance shall not apply to:

A. *existing lawful uses;*
B. *routine maintenance, repair, or renovation of existing facilities; or*
C. *development for which vested rights have previously been established under applicable Indiana law.*

Section 5. Duration

This Ordinance, and the Indefinite Temporary Moratorium described herein, shall be effective upon the date of its adoption, and shall remain continually in effect until the date of adoption of an ordinance to amend the Michigan City Comprehensive Zoning Ordinance with specific regard to regulation of data center development.

Section 6. Plan Commission Referral

The Michigan City Common Council hereby refers development of permanent data center standards to the Michigan City Planning Commission for recommendations relating to final adoption of permanent standards relating to data center development. The City Council, in coordination with the Michigan City Planning Commission, shall each hold at least two public workshops or hearings, and shall accept emails and letters from residents and concerned parties through and including a date to be established by the Michigan City Planning Commission, in order to receive input regarding data center safety and protections, including but not limited to concerns relating to the use of generators, noise pollution, night sky light pollution, energy usage, water consumption, sewer and drainage impacts, and groundwater impacts.

Section 7. Severability

If any section of this Ordinance is found or determined to be invalid, the remaining sections shall remain in effect.

Section 8. Effective date

This Ordinance shall take effect immediately upon adoption by the Common Council and approval of the City Executive.

Section 9. Repeal of Conflicting Ordinances
All ordinances or parts of ordinances currently established in the City Code of Michigan City which are in conflict with this Ordinance are hereby repealed to the extent of the conflict.

INTRODUCED BY: _____
NANCY MOLDENHAUER,
Michigan City Common Council

_____
JOSEPH NELSON,
Michigan City Common Council

_____
DAISY LEE,
Michigan City Common Council

_____
GREG COULTER,
Michigan City Common Council

_____
DON PRZYBYLINSKI,
Michigan City Common Council

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VIDYA KORA,
Michigan City Common Council

_____
BRYANT DABNEY,
Michigan City Common Council

Passed by the Common Council of the City of Michigan City, Indiana, this _____day of _____, 2026 by a vote of _____ to _____.

_____
Tracie Tillman,
Michigan City Common Council

Approved/Vetoed (circle appropriate action) by me, this _____ day of _____ _____, 2026.

_____
Angie Nelson Deuitch, Mayor
City of Michigan City, Indiana

ATTEST:

_____
Gale A. Neulieb, Clerk
City of Michigan City, Indiana

Prepared by Harris Law Firm, P.C. upon Request