

City of Swartz Creek

AGENDA

**Special Council Meeting, Monday, April 7, 2014, 6:00 P.M.
City Hall Building, 8083 Civic Drive Swartz Creek, Michigan 48473**

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **APPROVE AGENDA**
4A. Proposed / Amended Agenda MOTION Pg. 1
5. **REPORTS & COMMUNICATIONS:**
5A. City Manager's Report (Agenda Item) MOTION Pg. 2
5B. Supervisors' Agreement - MML Wage Sheets Pg. 14
5C. Budget Primer Pg. 58
5D. Budget Workshop Handouts Attached
6. **MEETING OPENED TO THE PUBLIC:**
6A. General Public Comments
7. **COUNCIL BUSINESS:**
7A. Amendment to Supervisors' Agreement RESO Pg. 12
7B. Budget Workshop DISC
8. **MEETING OPENED TO THE PUBLIC:**
9. **REMARKS BY COUNCILMEMBERS:**
10. **ADJOURNMENT:** MOTION

City of Swartz Creek
CITY MANAGER'S REPORT
Special Council Meeting of Monday, April 7, 2014 - 6:00 P.M.

TO: *Honorable Mayor, Mayor Pro-Tem & Council Members*
FROM: Adam Zettel, City Manager
DATE: April 1, 2014

OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

✓ **MAJOR STREET FUND, TRAFFIC IMPROVEMENTS** *(See Individual Category)*

MORRISH ROAD BRIDGE PROJECT *(No Change of Status)*

The disagreement over the payment due, if any, for the bridge railing feature continues. The city is refusing \$16,000 in payment because the work quality is terrible, out of specification, and likely to be a financial hardship in the future for maintenance purposes. The contractor is disputing the complete withholding of payment, and they indicated they would make one last final-and-best offer. As of writing, no such offer has been received. Instead, they have submitted another claim letter to the MDOT, seeking a regional hearing. The 5% offer is at stake since any decision made at the regional level is binding, but I stand by the prior decision of the city council in this regard. Moving forward is the right thing to do.

MILLER ROAD RESURFACING PROJECT *(No Change of Status)*

OHM is going to begin working on design engineering for Miller Road between Morrish and Dye. When preliminary work is completed, we will be back to discuss design options and costs. What follows is the background as written in the initial report.

Miller Road is in bad shape east of Morrish. The county Traffic Improvement Program (TIP) has scheduled funding to assist with these repairs for the summer of 2015 (we may do this over two years to better fund the project). The repairs would include milling of asphalt and resurfacing. No reconstruction is proposed.

The section from Morrish to Elms would be redone as it is currently configured. The section from Tallmadge Court to Dye Road is proposed to be done as three lanes with bike lanes, to match what is done elsewhere on Miller. This configuration could pose some issues, but there may be opportunities here as well.

The road is extremely wide east of Tallmadge Court. This section has shoulders and ditching heading east until the Heritage Plaza area, where the road is curbed. The road width for these distances exceeds 70 feet in some areas, and only 48 feet are needed for the three lane concept. This poses some obvious questions.

One possible solution is to perform a road diet in which the curb (likely the south side only) is brought in a lane width or two to meet modern needs. The reasons this may be a good idea include:

1. Traffic counts are much lower now with SPO operations and the extra lanes are simply not required.
2. Some yards on the south side of Miller are virtually non-existent. An extra 20 feet of yard could add much use value to the homes and future potential commercial.
3. Shrinking the road will shrink on-going maintenance costs and future repair costs substantially.
4. Shrinking the road would also lower speeds to match what is observed to the east in Flint Township and to the west.
5. A realigned curb would allow for an off-street path that would connect Swartz Creek to the Genesee Valley Trail (I am looking into grant funding for this).

Another option is to provide fewer lanes on the road and use hatch marks to eliminate travel near the shoulders. This is not recommended. It would not provide the benefits listed above, and it would look downright stupid.

The last option is to mark the road to match the current configuration. The benefits noted above would not present themselves, but the status quo would be maintained.

Cost estimates are as follows:

Morrish to Elms			
	Federal Funds	Local Match	Total Cost
Preliminary Engineering	\$71,553.00	\$17,888.00	\$89,441.00
Construction Engineering			\$0.00
Construction	\$814,272.00	\$203,568.00	\$1,017,840.00
Total Project Cost	\$885,825.00	\$221,456.00	\$1,107,281.00
Tallmadge to Dye			
	Federal Funds	Local Match	Total Cost
Preliminary Engineering	\$71,865.00	\$17,966.00	\$89,831.00
Construction Engineering			\$0.00
Construction	\$817,825.00	\$204,456.00	\$1,022,281.00
Total Project Cost	\$889,690.00	\$222,422.00	\$1,112,112.00

Note: Construction engineering is included in the construction cost total, equating to about \$130,000 per project.

✓ **2013-2014 FY BUDGET (No Change of Status)**

We have set a tentative schedule as follows to discuss the budget:

- April 7th special meeting – Supervisors’ Agreement and budget workshop.
- April 14th – 6pm special budget workshop, followed by the regular meeting at 7pm.
- April 28th – 6pm special budget workshop, followed by the regular meeting at 7pm.

These extra sessions should give the council enough time and information to connect the dots between the city’s goals and what its resources can provide. The trick is integrating this with the fund system of budgeting that the city uses. I know that this is

a system that council members work with only once a year in a detailed fashion so I hope the budgeting format is something everyone is comfortable with. With that said, feel free to call me or stop in (at your convenience) to discuss how the city accounts for its funds.

- ✓ **MI-DEQ SCRAP TIRE GRANT PROJECT #1, PARKING LOTS** *(No Change of Status)*
We've received a notice of award for \$136,904 from the MI-DEQ Scrap Tire Grant Program. We applied for a couple of our parking lots, being Public Safety Building and the north alley lot behind Hank & Don's.

The estimated total project costs have changed, along with some of the revenues. The changes include the water main addition, the alley hardscape, and the Meijer sidewalk. The breakdown on fund allocation is listed. The current budget includes approximately \$170,000 of general fund money for this purpose. The additional funds are not yet budgeted. We will look to bring this up for the FY 2015 budget. The new estimates are as follows:

Project Costs

Public Safety/Civic Drive	\$190,000
Sidewalk	\$30,000
Downtown Alley/Parking	\$65,000
Alley Enhancement (includes lighting, landscaping, retaining wall, railing, and colored concrete)	\$65,000
Water main Loop (for ductile iron water main)	\$80,000
Design/Construction Engineering	\$71,350
Total Project Cost	\$501,350

Fund Sources

Scrap Tire Grant	\$136,000
Meijer Contribution	\$10,000
Local Match	\$354,446

Fund Impact

Total Cost	\$501,350
Scrap Tire Grant	\$136,904
Meijer	\$10,000
CDBG (Pending)	\$29,000
Water Fund	\$103,158
General Fund	\$222,288

This proposal will likely change again! We met with the engineer and some of the property owners downtown. Recent revelations based upon the survey and owner preferences indicate that the water main work will not be practical or desirable at this time. This means that the alley resurfacing may not be in the cards either. However, this will allow the city to focus on resurfacing Civic Drive or to add additional features to the public parking area downtown, such as landscaping or a dumpster enclosure for

the users in the Hank and Don's building. We may be able to free up a 3-4 parking spots while we are at it. More updates will follow as a more final engineering scope and estimate is prepared.

✓ **WINCHESTER STREETS** *(No Status Change)*

The streets in the village could be the next 'big thing' for the community. There will be a number of options here, but it will take some time to research these. I hope to bring this up during the budget and begin engaging the city council and/or public after the new fiscal year starts.

✓ **WATER – SEWER ISSUES PENDING** *(See Individual Category)*

REHABILITATION PROGRAM *(No Change of Status)*

We will begin work on the approved lining and inspection projects as soon as possible. A plan for the next five years will be forthcoming.

BEAR CREEK SANITARY SEWER AGREEMENT *(No Change of Status)*

WWS advises that now that we have cleared the sanitary sewer concerns as it relates to the main that crosses the creek at the bridge, they'll begin preparing agreements for transfer of the main to the County. As soon as I get a draft of the agreement, I'll set the matter up for discussion on the terms.

KWA *(No Change of Status)*

The city enacted a pass-along increase beginning after the first of the year for the first phase of the debt retirement for the KWA. Costs for future service are very uncertain and will undoubtedly rise much. Despite that, I believe that we need to look at local increases to support a local capital improvement program for aging infrastructure. This may not amount to much, but we need to start somewhere. If we simply pass along increase from the other authorities, we will not even be able to keep up with inflationary increases for operating.

On the bright side, those continuing to purchase Detroit water may find rates tripling! This could encourage Oakland County to join the KWA or make rates in Genesee County even more competitive. I have attached an interesting Free Press Article on the matter.

STORM SEWER *(No Change of Status)*

Mr. Svrcek has been working with the Michigan Department of Environmental Equality on some permitting issues that every city in the urban area of the county is dealing with. We are not thrilled with the expectations. What appears to be the heavy hand of the DEQ may put us out of the business of providing many basic services, or at least radically changing the way we do business. This could result in many new ordinances and expenses regulating a variety of practices including how we store road salt, where we can dump street sweepings, and how residents can discharge a pool. We will likely be addressing this in mid-summer, but we want to take our time due to the wide reaching effect that this could have on the community.

✓ **PERSONNEL: POLICIES & PROCEDURES** *(No Change of Status)*

I expect to make some changes here. There is not an existing set of policies outside of the police department and union contracts. I may enact a very skeleton set of policies,

and begin the process of adding to it. I may also have a couple separate policies enabled in the near future based on need, such as a technology use policy or other flex/compensation time policies.

✓ **CITY PROPERTY, 4438 MORRISH ROAD** *(No Change of Status)*

I have a couple community development ideas for the property that the planning commission and city council should consider. I will revisit the demolition potential with Mr. Svrcek soon since the building's days are certainly numbered. This is something we may look at this summer.

✓ **LABOR CONTRACTS, SHARED SERVICES, BUILDING DEPARTMENT** *(Update)*

I have been working with staff and the supervisor's union in an official capacity to assess what to do with the vacant finance director position. The council will be discussing the Supervisors' Agreement at this meeting.

The potential for additional shared services with Mundy Township, perhaps with police services, is still a likely topic for future discussion.

✓ **FIRE DEPARTMENT: COST RECOVERY & APPARATUS** *(No Change of Status)*

Fire department staff are working with the board on specifications for a new apparatus. I expect bids will be received and deliberated upon within two months. If the board is interested in any of the bids, the council may be reviewing a recommendation to purchase a new fire truck by late spring. I can speak more about this if the council has questions, but I believe this process will run its course and apparatus and pricing information will be presented to the council relatively quickly.

✓ **SPRINGBROOK EAST & HERITAGE S.A.D. – VACANT LOTS** *(No Change of Status)*

Following are issues pending for the three Associations:

SPRINGBROOK COLONY	SPRINGBROOK EAST	HERITAGE VILLAGE
<i>Transfer Water, Sanitary Sewer, Storm Sewer to City.</i>	<i>Seek Solution for 12 Vacant Lots Owned by City.</i>	<i>Transfer Water, Sanitary Sewer, Storm Sewer, Streets to City. Seek Solution for 5 Vacant Lots Owned by City.</i>

We are live with maintenance of utilities in Springbrook.

I will work on a land sale policy in the near future. A very rough draft is done, but this can probably wait till we finish our budget.

Heritage Village utility and street transfers are in the works again. I will keep the council posted.

✓ **MEIJER COMMUNITY DONATION** *(Status)*

Regarding the Meijer Community Donation, we are still looking at several options for consideration, one of which is a sidewalk segment that would accompany the parking lot tire grant work we are looking to do. The costs for this may be a burden. I will be looking at options with Mr. Svrcek and bouncing those off the council and Meijer.

✓ **EVIP COMPETITIVE GRANT ASSISTANCE PROGRAM** *(No Change of Status)*

The EVIP Category II report was submitted and received by the State of Michigan. Other reports will follow.

Last year, the city was are looking at a grant source for the development of the Bristol Road property into a sports complex, with the schools. Lou has advised Rowe can do the application for \$1,200. We're going to proceed forward on the outside chance that funds may be available. I'll keep the Council posted on developments.

✓ **MDOT CALL FOR SAFETY PROJECTS** (*Status*)

We've re-submitted the Morrish – Fortino Intersection reconstruction for consideration. Chances are slim the project will qualify as it lacks accident data statistics. The application is pending MDOT review. I'll keep the Council posted on results.

✓ **WINCHESTER WOODS LOTS** (*No Change of Status*)

I suggest we delay any sales or negotiations until and land sale policy is adopted. Prior to the last meeting, staff notified the interested parties that a sale will not be forthcoming anytime soon. They do not appear to be in a hurry and will await the council's decision.

I want to take a harder look at the development of this area. Previously, the city considered an assessment that would provide drainage, curbs, gutters, road construction, street lights and sidewalks. The price per lot was absurd. I think the goal should be to make these lots buildable for quality homes. The city could probably achieve this with less intensive ditching and surfacing of the roads, sans the underground drainage system, lights, curbs, and sidewalks. This would drastically reduce the scope of the project.

A sale of lots to an adjacent property owner could compromise the success of any special assessment for improvements and the ability to use these lots for single family homes.

✓ **ANNUAL TAX FORECLOSED REVERTED PROPERTY** (*No Change of Status*)

The city is now the proud owner of 5017 Third Street. This is a problem property based upon the condition of the house. We will look to determine whether an emergency demolition is needed based upon any apparent hazards. If not, I recommend we follow the land sale policy (if/when it is adopted) to plot a course of action.

This is the house immediately south of Woods Collision. I am told that the house is in very poor condition, but the garage is in good shape. The parcel abuts the west side of the parking lot of Jan's Bar.

✓ **NEWSLETTER** (*No Change of Status*)

Due to costs, we are thinking that we can handle a summer and winter edition newsletter. This is a pretty common practice for cities since it is pretty effective at communicating seasonal information, while keeping costs down. We are thinking that April and October would be good publication months. We will keep you posted.

✓ **SEWER RATES** (*No Change of Status*)

They are going up. I suggest we look at increasing ours to cover our costs and any projected deficit that is apparent. Unless there is such an objection, staff will plan to do so as the anticipated budget progresses.

- ✓ **TOPVALCO** *(No Change of Status)*
The city received a written request from Topvalco to withdraw their appeal. I credit the council decision to order an appraisal with their decision. Heather was able to cancel the appraisal before costs were incurred as well.

- ✓ **RENTAL REGISTRATOIN AND INSPECTIONS** *(No Change of Status)*
We have begun preparing for a rental registration program. One of the first steps will be to adopt the property maintenance code. Now that this is done, I will be working with Mr. Johnson and the council to begin developing a program that is compatible with our community goals.

- ✓ **WINSHALL PAVILION** *(No Change of Status)*
Meadowbrook sent an adjuster out and received a subsequent quote from one of their approved contractors. They will cover the cost to clear the damage and replace the metal roof, less the deductible of \$500. The estimate for the contracted portion is approximately \$3,000. Since Meadowbrook is paying for the service, I will go ahead and order the repairs done using the preapproved contract as long as there are no objections from the city council.

- ✓ **OTHER COMMUNICATIONS & HAPPENINGS** *(Update)*
There is a lot going on at this point. The council desired to keep agendas light until the budget was completed. I will attempt to oblige this desire to the best of my abilities, but there may be a laundry list of essential business at the April meetings anyways. Business that is pressing and potentially time sensitive includes the Heritage lot sale affirmation, the Michigan Municipal League loss control review, a special land use request, and an allocation for CDBG engineering.

- ✓ **BOARDS & COMMISSIONS** *(See Individual Category)*
 - ☐ **PLANNING COMMISSION** *(Update)*
There was a special land use request in for the April meeting. A petitioner is requesting to use the vacant space in the Kroger plaza for an urgent care facility. The PC reviewed this request at the April 1, 2014 meeting and recommended its approval. In the due course of the process, this will likely be on the agenda for the April 14th city council meeting.

 - ☐ **DOWNTOWN DEVELOPMENT AUTHORITY** *(Update)*
The DDA met on March 13, 2014 and approved a budget for council review. They are offering to contribute \$20,000 to the parking improvements downtown. In addition, the authority would like to fund the façade program with \$5,000 and support Family Movie Night. They are doing so because of the potential for revenues this year. Taxable values in the DDA district may have risen enough to produce \$85,000 in increment revenue. However, I am suggesting the exercise of caution because much of this increment is in personal property, and there is always the chance for appeals.

If revenues are realized, this group will likely begin to assess the potential use of the land the city owns at Fortino and Morrish Roads, including the vacant house on Morrish and the house on Third Street. Their annual meeting is scheduled for June.

Todd Beedy was appointed to serve on the DDA to fill the term of Mr. Hull. Unfortunately, that term expired on March 31, 2014. As such, this appointment (or another) shall likely be on one of the April agendas as well.

❑ **ZONING BOARD OF APPEALS** (*No Change of Status*)

The ZBA is not up to much lately. Their annual meeting was held on March 19, 2014. All officers were reinstated.

❑ **PARKS AND RECREATION COMMISSION** (*No Change of Status*)

This commission is very active recently. They met on February 26th at 6pm at city hall to discuss a number of issues. Though there is not much of a budget, they will continue to work on one, if not two, tree grants as they have in years past. They are also working with some school groups for some spring volunteer clean up opportunities. Ultimately, they are hoping that there could be some funds available for rehabilitation work this summer. I indicated that the city could apply for a Department of Natural Resources Recreation Passport Grant and match any such funds with up to \$30,000 in state funds. The downside is that such a grant would be for the 2015 season. They feel this may still be the way to proceed. The work could include sprucing up Elms park bathrooms, ball diamonds, forestry, trails, and related work.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **SUPERVISORS' AGREEMENT** (*Resolution*)

There are two things happening with the supervisor's agreement. The first involves the alteration of two job descriptions and compensation packages as a means to fill the finance director position. The second involves re-negotiation of post-retirement medical benefits as specified in the agreement.

The finance director retired at the end of last year. Obviously, the city must provide such services, and our options are limited. The city could contract services out, rely on existing staff, hire a new full or part time employee, or select from a combination of such options. The city's most recent cost to maintain this position, based upon circumstances, was approximately \$70,000 annually.

Hiring a replacement for this position would provide a full time staff position, but it would have cost the city approximately \$80,000 annually. This option would provide the highest level of service.

Estimates for contracted services, based upon neighboring municipal agreements and a personalized quote, are approximately \$60,000 annually. Such services allocate 8-12 hours of contracted services weekly. This option provides a high degree of professionalism, but it would limit institutional knowledge and staff contact time.

Allocating the duties among staff, as presented in the amended agreement, would cost the city \$26,787. This option has strengths in savings, institutional knowledge, and position cross-training/overlapping. The weakness is that a greater amount of such knowledge is in the hands of fewer employees, which can be troublesome in the eventually that an employee retires, quits, etc. This option also limits the amount of

staff hours that can be distributed among the existing employees. Be that as it may, this is staff's preferred option. We have spent a lot of time looking at the duties of the finance director, and we believe there are a number of efficiencies that can be realized in completing data entry, tracking fixed assets, and managing reports that will reduce the number of hours required to perform the duties.

I also believe we have the right staff. Juanita Aguilar (Clerk) and Deanna Korth (Treasurer) have the right skill set to take on this role between the two of them. The plan would be to distribute duties as outlined in the agreement and increase compensation to levels reflective of the Michigan Municipal Leagues wage and salary survey. Even with this completed, savings with this option could be as high as \$43, 213 annually, with a third of this coming from the general fund. This is, by far, the most cost effective option we have found. This option, being the most cost effective, also leaves the most room for future staff adjustments should they be needed due to circumstances. As such, if the city, for some reason, does need to seek out a part time employee or contracted services, this option provides the most flexibility to do so.

I have worked with Juanita and Deanna on budget and finance related issues over the years and find that they are a great team that executes such duties with a keen eye for detail and precision. I believe the option to absorb the finance director duties into their roles with the city will work well, and I support the amendment to the Association agreement.

The other issue mention was post-retiree medical benefits. This provision, or the negotiation thereof, is a requirement of the current agreement. Please take a close look at the language. I will attempt to break it down into manageable pieces.

Currently, retirees with 25 years are able to get 70% of health premiums paid for by the city. The contract implies that retirees with 15 years would receive a similar benefit. After negotiating the intent, we compromised on a tiered system that would provide entry level coverage at 40%, capping out at 90% after 35 years of service. Because this is limited to existing employees, the exposure on the top end is very small. I will explain why at the meeting.

Related to this, the city desires to protect is financial exposure to providing such benefits by limiting premium payments to retirees in accordance with a chart that is based upon the State of Michigan 'hard cap' definition. This means that if the city is paying 90% of a premium, but premiums were to double, the city payment would be limited by this chart.

There were two directly related post-retirement medical benefit features that are proposed for mutual benefit due to recent changes to the health care acts. One is an opt-out. We are finding that some employees may have better options for benefits in the market place or otherwise be covered by a spouse. This opt out option enables and encourages that, with obvious savings to the city in each case. The other feature that is proposed is the post-age 65 supplement. This is a feature found in prior contracts that provides a nominal benefit to employees once they leave the city's retirement health plan.

There has been a lot of negotiation on these health care provisions, but I feel we have reached a good spot. The uncertainty of plan allowances and costs has made many employees and retirees nervous. This is mostly due to changes in the affordable care act and state statutes like PA 152. Ultimately, the city may need to monetize all such benefits because contractual provisions on plan types and coverage amounts are subject to changes at the state and federal government. It is for those reasons that the opt out and supplement suit the needs of both the employer and the association.

I do believe that these changes, are in the best interest of the city. The agreement may not be the easiest instrument to follow, especially with the notation of the changes, so feel free to call me to discuss this in as much detail as you need. At the end of the day, there is are some new benefits provided, but there are also limits and incentives that should benefit the city as well.

✓ **BUDGET WORKSHOP** (*Discussion*)

I don't expect the city to be going over any hard numbers at this meeting. The plan is to get comfortable with the process and to begin making connections between our needs, resources, and the budget instrument. I have attached a separate 'budget primer' document to help.

Concerning the process, I think we will spend a little bit of time going over the budget primer and related issues as regular business. At the advice of our counsel, we would then take a recess in order to perform our informational driving tour. Note that no business deliberation or decisions would be on-going during this period. It is for informational purposes only. Once we return from our tour, we would reconvene the meeting and continue any such deliberations.

Council Questions, Inquiries, Requests and Comments

- *Additional Lighting, Miller – Fairchild Intersection.* We are back trying to get a review by Consumers Energy.
- *Parkridge Parkway “No Parking Signs”.* They are missing in the back phase near Hickory Lane. We are working to replace them, but it will likely be when the ground thaws.

**City of Swartz Creek
RESOLUTIONS
Special Council Meeting, Monday, April 7, 2014, 6:00 P.M.**

Resolution No. 140407-4A AGENDA APPROVAL

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Special Council Meeting of April 7, 2014, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 140407-5A CITY MANAGER'S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the City Manager's Report of April 7, 2014, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 140407-7A AMENDMENT TO SUPERVISORS ASSO. AGREEMENT

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek entered into a labor agreement with the Swartz Creek City Supervisor's Association on August 27, 2012 for the purpose of setting terms and conditions of employment and to promote orderly and productive labor relations between the Employer and the Association, and;

WHEREAS, Section 16. G.2 of this agreement provides that "retiree medical shall be re-negotiated at such a time that employees participating in the Defined Contribution retirement programs reach fifteen (15) years of credited service with the City of Swartz Creek, and;

WHEREAS, circumstances have arisen that invoke such a negotiation based upon years of employee service for defined contribution employees, and;

WHEREAS, the Finance Director for the city has retired and such duties and responsibilities are proposed to be assumed by reclassifying and compensating two employees within the Association.

NOW THEREFORE, I Move the City of Swartz Creek approve the amended 2012-2016 Collective Bargaining Labor Agreement between the City and the Swartz Creek Supervisor's Association, a copy of which is attached hereto.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

AMENDED AND RESTATED
LABOR AGREEMENT
Between
CITY OF SWARTZ CREEK
And
SWARTZ CREEK SUPERVISORS ASSOCIATION
JULY 1, 2012 - JUNE 30, 2016

SECTION NO. 1 - AGREEMENT

This Amended and Restated Labor Agreement is made this 7th day of April, 2014, between the City of Swartz Creek, a Michigan Municipal Corporation, hereinafter referred to as the "Employer" or the "City" and the Swartz Creek City Supervisor's Association, hereinafter referred to as the "Association."

WHEREAS, The City and the Association are parties to that certain Labor Agreement dated August 27, 2012 and effective for the period of July 1, 2012 through June 30, 2016; and

WHEREAS, the City and the Association which to make certain changes to that Labor Agreement; and

WHEREAS, the City and the Association desire that the changes they desire to make shall be effective as of April 7, 2014 and run through June 30, 2016;

NOW, THEREFORE, the City and the Association, acting through their duly authorized representatives and signatories, hereby agree that the aforesaid Labor Agreement is hereby amended and restated to read as follows:

SECTION NO. 1 - HEADINGS AGREEMENT

The headings used in this agreement neither add to, nor subtract from, the meaning of the text of this agreement, but are for reference only.

SECTION NO. 2 - PURPOSE AND INTENT

The purpose of this agreement is to set forth terms and conditions of employment; to promote orderly and productive labor relations between the Employer and the Association.

SECTION NO. 3 - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended [MCL 423.201, et seq], as amended, the Employer does hereby recognize the Association as the sole, exclusive representative for the purposes of collective bargaining with respect to the rates of pay, wages, hours of employment and other terms and conditions of employment during the term of this Agreement for those Association members including:

Supervisors' Agreement

1

April 7, 2014 Draft

All supervisory positions as certified in MERC case number R-76L-541 as follows:

UNIT I - City Clerk/Finance Director, City Treasurer, Assessor, ~~Finance Officer~~, Police Chief, Department of Public Services Director, excluding the City Manager.

UNIT II - Police Sergeant / Lieutenant Code Enforcement Officer, Public Services Foreman, Deputy Finance Officer, and all other deputies, excluding the City Manager.

The above language is not intended to limit additions, deletions, combinations or titles from UNIT I or II by mutual agreement.

For the life of this agreement, the Employer and the Association agree to the following positions / combined positions, the job descriptions for which shall be kept on file with the City Manager's Office: City Clerk/—~~Finance Officer~~; Finance Director; Treasurer; Director of Public & Community Services; Chief of Police – Director of Public Safety; Police Lieutenant.

The Employer and the Association shall continue to be autonomous as certified by MERC (See paragraphs above) and may bargain separately and/or individually in any future negotiations when requested by either said Employer or Association.

SECTION NO. 4 - MANAGEMENT RIGHTS

The City of Swartz Creek, on behalf of the electors of the City of Swartz Creek, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and in addition to the generality of the foregoing, the right:

- A). Of exclusive management and control of the governmental system, its property, facilities, operations, and affairs.
- B). To hire employees, determine their qualifications, conditions of employment, dismissal, demotion, suspension, or layoff; to create, combine, separate, schedule, transfer or promote supervisory employees and/or positions; to determine the size of the working force; and to assign duties to, and to direct all employees;
- C). To make and change rules and regulations not inconsistent with the terms and conditions of employment set forth in the provisions of this agreement.
- D). To determine services, supplies and equipment; to determine all methods and means of distributing, dissemination or selling its services, methods, scheduling, and standards of operation; to determine the means, methods, and processes of carrying on its services and duties; and to determine any changes in all of the preceding, including innovative programs and practices.
- E). To subcontract the performance of services, but not to erode the work force.
- F). To determine the number and location or relocation of its facilities.
- G). To determine all financial practices and policies, including all accounting procedures, and all matters pertaining to public relations of the City of Swartz Creek.

H). To determine the size of the management organization, its functions, authority, amount of supervision and table or organization.

The reasonable and responsible exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the City of Swartz Creek, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the United States.

SECTION NO. 5 - ASSOCIATION DUES, INITIATION FEES AND SERVICE FEES - PAYMENT BY CHECK-OFF

A). Employees may tender an initiation fee and monthly membership dues by signing the Authorization for Check-Off of dues form, provided by the Association. During the life of this agreement and in accordance with the terms of the Authorization of Check-Off of Dues form, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Association membership dues levied in accordance with the membership vote of the Association from the pay of each employee who executes or has executed the Authorization for Check-Off of Dues form as shown in paragraph (g) of this section.

B). When Deductions Begin

Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay following the later of the execution of said form or thirty (30) days employment and from each pay period thereafter.

C). Remittance of Dues to Financial Officer

Deductions pursuant to paragraph (b) above shall be remitted to the designated financial officer of the Association with a list of those from whom dues have been deducted as soon as possible after the first day of the following month.

D). Termination of Check-Off

An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Association will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

E). Disputes Concerning Membership

Any dispute arising as to an employee's membership in the Association shall be reviewed by the designated representative of the Employer and a representative of the Association, and if not resolved may be decided at the STEP TWO of the grievance procedure.

F). Limit of Employer's Liability

The Employer shall not be liable to the Association by reason of the requirements of this agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employees.

The Association shall protect and save harmless the Employer from any and all claims, demands, suit, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this section.

G). Authorization of Dues Check-Off Form

Following is the form for the Authorization of Dues Check-Off:

SWARTZ CREEK CITY SUPERVISOR'S ASSOCIATION
Swartz Creek, Michigan 48473 Effective Date _____

To: City of Swartz Creek, Payroll Department

From: _____

I hereby request and authorize you to deduct from my earnings every two weeks an amount sufficient to provide for the regular payment of current rate of Association dues established by the Swartz Creek City Supervisor's Association. The Association shall certify the amount and any change in such amount shall be certified by the Association. The amount deducted shall be paid to the Secretary-Treasurer of the Association on a monthly basis.

() Regular Membership () Agency Shop Fee

Street Address _____

City-State-Zip Code _____

Member's Signature _____

SECTION NO. 6 - ANNUAL SALARIES AND JOB DESCRIPTIONS

A). Updated job descriptions approved by the Employer and Association will remain in force during the life of this Agreement and may be further updated by the City Manager and the Association by mutual agreement.

B). It is hereby agreed the annual rate of pay for members of the Bargaining Unit effective from and after July 1, 2012 shall be as follows:

Position	Jul 1, 2012 (1.5%)	Jul 1, 2013 (1.5%)	Jul 1, 2014 (2%)	Jul 1, 2015
City Clerk/ Finance Director:	\$54,363	\$55,178	\$56,28272,000*	Open
Finance Director:	\$53,350	\$54,150	\$55,233	Open
Treasurer:	\$47,713	\$48,429	\$49,39856,000*	Open
Dir of Public & Comm Services:	\$56,749	\$57,600	\$58,752	Open
Asses – Zon Admin – Code Enf:	N/A	N/A	N/A	N/A
Chief of Police – Dir of Pub Saf:	\$59,071	\$59,957	\$61,156	Open
Police Lieutenant:	\$53,540	\$54,343	\$55,430	Open

C). It is agreed that in the event that the position of a deputy or a police supervisor to any member of the bargaining unit is filled, the annual rate of such positions shall be negotiated between the parties.

D). It is agreed that the wage scale provided above applies to present members of the bargaining unit and if a vacancy occurs in any position, the Employer reserves the right to fill such vacancy at whatever beginning rate the Employer may so determine.

*For purposes of classification and compensation, these rates shall be effective on April 7, 2014 and remain in effect through the opener, to be effective on July 1, 2015.

SECTION NO. 7 - COMPENSATORY TIME/OVERTIME

A). In consideration of the fact that positions in the bargaining unit, with the exception of the Police Lieutenant, are not entitled to overtime pay, the Police Chief and the Department of Public and Community Services Director may receive compensatory time off upon application to the City Manager. The City Manager may grant or deny such request at his/her discretion. Nothing contained herein relative to compensatory time off shall operate or be interpreted to create a vested right to compensatory time off or to accumulate or be paid for such time or overtime. In addition, the City Manager may grant flex or split shift allowances upon request, so long as such time falls within the same pay period.

B). The Police Lieutenant's scheduling will be based on an eighty (80) hour bi-week. A regular schedule will be posted in time frames that are reasonably consistent with the patrol officer's schedule. Such schedule will be regular (i.e. five (5) eight hour days per week, four (4) ten hour days per week, etc.). Split shifts are allowable upon request and approval of the Chief of Police. The Police Lieutenant shall receive overtime pay at the rate of time and one-half of all hours worked in excess of his/her regular assigned shift. Holiday reimbursement for hours not worked will be limited to eight hours at regular rate.

C). In the event the Police Lieutenant is required to work on holidays, holiday pay at time and one-half times their regular rate shall be paid for all hours worked.

SECTION NO. 8 - LONGEVITY PAY

Eliminated in October, 2004.

SECTION NO. 9 - VACATIONS

A). Newly hired employees will, upon starting employment, be credited with a number of vacation days equal to one (1) vacation day per month for each month left in the calendar year during which they are hired (including the month in which their employment commences) up to a maximum of ten (10) days. On January 1 of the first calendar year following the year in which they commence employment, said employees shall be credited with fifteen (15) vacation days to be used during such year. Additionally, during the first calendar year following the year in which they commence employment, said employees shall earn vacation days to be used in the next subsequent year in accordance with the schedule set forth below.

All existing employees, and all newly hired employees beginning with their second calendar year of employment, will earn credit towards vacation with pay in accordance

with the following schedule during the calendar year for use after January 1st of the following calendar year.

Completed Years of Service	Annual Maximum
1-4	15 Days
5-20	20 Days
20+	25 Days

B). Employees who are entitled to a fifth week of vacation shall receive payment in lieu of said fifth week of vacation, if, at the discretion of the Employer the vacation cannot be granted. These employees will be notified within ten (10) working days of their request for the fifth week of vacation whether it will be granted in the form of vacation or in payment in lieu of vacation. The payment in lieu of vacation shall be at said employee's regular rate of pay.

C). Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employee and efficient operation of the city. An employee will receive written explanation for any denial of vacation.

D). When a day which is observed by the Employer as a paid holiday falls within a scheduled vacation, the holiday will not count as a vacation day.

E). A vacation day or days may be waived by an Employee and the Employer by mutual agreement, and the Employee shall be paid at said employee's regular rate of pay for the vacation day or days so waived; provided, however, said payment is limited to two (2) weeks in lieu of vacation.

F). If an employee becomes ill and is under the care of a duly licensed physician prior to his/her vacation, such vacation will be re-scheduled. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation at his/her regular rate of pay.

G). If a regular pay day falls during an employee's vacation, during which vacation the employee will be off from work at least a minimum of forty (40) consecutive hours of vacation, excluding days off, the employee shall receive that paycheck in advance; provided, however, the employee has notified the city in writing of such request at least thirty (30) days in advance of the date of the payday falling within the employee's vacation.

H). If an employee is terminated, laid off, retires, resigns with proper notice (two weeks), or in the event of death of an employee he/she will receive any unused vacation credit including that accrued in the current calendar year.

I). Employees will be paid their current salary based on their regular scheduled pay rate while on vacation and will receive credit for any benefits provided for in this agreement.

J). Employees may accumulate and carry over to the following calendar year a maximum of one (1) week of their annual earned vacation, which must then be used in that following calendar year.

SECTION NO. 10 - HOLIDAY PROVISIONS

A). The following days are designated as City holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, December 24th, Christmas Day, December 31st, and the employee's Birthday, respectively. Employees will be paid their current salary based on a regular day for said holidays.

B). Should one of the above listed a holidays fall on a Saturday, the preceding Friday shall be considered as a holiday. Should one of the above listed holidays fall on a Sunday, the following Monday shall be considered as a holiday.

SECTION NO. 11 - SICK/ACCIDENT COVERAGE AND ABSENT LEAVE

A). A sickness, accident or disability insurance policy, consisting of Short Term Disability (STD, 26 weeks or less), and Long Term Disability (LTD, 180 days to 24 months) will be provided to each full time employee under the age of sixty-five (65). Coverage shall commence on the first (1st) day of hospitalization or the first (1st) day of an accident, or on the eighth (8th) consecutive day of sickness when such sickness or accident prevents such employee from performing his or her job. Benefits will be paid in the amount of sixty (60%) percent of the employee's gross biweekly wage not to exceed One-Thousand and Three Hundred (\$1,300) Dollars for any biweekly period. Such sick, accident or disability coverage will be provided without cost to the employee, and an employee while on sick leave will be eligible for all other benefits provided by this agreement; however, such benefits shall be determined upon the basis of the employee's rate of pay at the time of inception of the sick, accident or disability leave. Increases in salary as provided by this contract shall not operate to increase sick and accident benefits unless and until the employee shall have worked following the effective date of any such increase. Employees sixty-five years old or older shall not be eligible for this coverage.

B). Sick and accident insurance benefits shall be effective immediately, or as soon as the provider allows for activation.

C). Absent Leave. All employees of the bargaining unit will be allowed to be absent from work up to ninety-six (96) hours during the calendar year. In consideration of the fact that positions in the bargaining unit, with the exception of the Police Lieutenant, are not entitled to overtime pay, the City Clerk-Finance Officer, Finance Director, Treasurer and Police Lieutenant shall receive an additional forty (40) hours of absent time, for a total of one-hundred thirty-six (136) hours. The Positions of City Clerk-Finance Officer, Finance Director, Treasurer and Police Lieutenant are not eligible for compensatory time. Such absent leave shall be earned at the rate of eight (8) hours leave per calendar month for the positions of Police Chief and the Department of Public and Community Services Director and at the rate of 11.33 hours leave per calendar month worked for the positions of City Clerk-Finance ~~Officer, Finance~~ Director, Treasurer and Police Lieutenant. All such corresponding leave shall be credited on January first of

each year for use during that calendar year. If said employee terminates employment during said calendar year and has used more absent leave hours than he or she has earned as of the date of termination, said employee shall reimburse the employer for the excess absent leave used, and said amount may be deducted by the City from said employee's final pay check. Absent leave will be prorated on all new hires and terminations, at the rate as defined by position herein.

D). All absent leaves shall be approved in advance by the employee's immediate supervisor and shall be used in increments of no less than one (1) hour. Employees absent due to illness shall give notice to their immediate supervisor and give said supervisor reasonable continuing information relative to the expected length of such absence. Prior to the return from any absent leave, the City may require medical documentation that the employee is capable of performing his/her job description.

E). If at the end of a calendar year an employee has unused absent leave, the employee shall be paid for said absent leave, up to a maximum of seventy-two (72) hours. The employer shall make such payment on the 2nd payday in January of the next calendar year. Such payment shall be based on said employee's regular rate of pay in effect on the first day of the calendar year during which the unused absent leave was accrued. No unused absent leave may be carried over for use in a subsequent calendar year.

SECTION NO. 12 - LEAVES OF ABSENCE

A). Family and Medical Leave.

An employee may be granted a leave of absence, as stipulated in the Family and Medical Leave Act. Immediate family is to be defined as follows: Mother, Father, Brother, Sister, Spouse, Son, Daughter, Mother-In-Law, Father-In-Law, Grandparents, or a member of the employee's immediate household. Such leave will be without pay.

B). Personal Leave.

A written request stating bona fide reasons for a personal leave of absence shall be granted to an employee for a period not to exceed thirty (30) days. Such leave will be without pay.

C). Military Leave for Veterans

Employees who are in a branch of the Armed Forces, Reserve or National Guard, will be paid the difference between the reserve pay and their regular pay with the units when they are on full time active duty in the Reserve or National Guard; provided, proof of service and pay are submitted, to a maximum of two (2) weeks per year.

SECTION NO. 13 - FUNERAL LEAVE

A). Funeral leave is for the express purpose of making arrangements for and attendance at a funeral. Approved leave hours pursuant to this Section shall not be deducted from the employee's absent or vacation leave unless such deduction is specifically provided for.

B). As funeral leave, an employee shall be allowed to be off from work a maximum of thirty-two (32) hours with pay, per death, beginning with the day of death and terminating with the day of funeral, for a death in the immediate family. The immediate family is defined as: The employee's Mother, Father, Brother, Sister, Spouse, Son, Daughter, Step-Daughter, Step-Son, Daughter-In-Law, Son-In-Law, Brother-In-Law, Sister-In-Law, Grandparents, Granddaughter, Grandson, Grandparents of employee's spouse, Mother-In-Law, Father-In-Law, Stepmother or Stepfather.

C). Employees shall be allowed to be off from work the time necessary, up to a maximum of eight (8) hours with pay, to attend the funeral of a relative. Relative is defined as: The employee's Uncle, Aunt, Spouse's Aunt and Uncle, Niece or Nephew.

D). Upon request, the City Manager may authorize funeral leave, up to 8 hours, for the attendance of a(n) employee(s) at the funeral for a deceased or retired city employee or elected or appointed official.

E). If a funeral for a member of the employee's immediate family or relative is held at a location 150 miles or more from the City of Swartz Creek, two (2) travel days may be authorized.

F). In the event of a funeral for persons not mentioned above, the employee may be authorized the use of absent or vacation leave for the purpose of attending the funeral.

SECTION NO. 14 - RETIREMENT PROGRAM

A). Senior Members of Bargaining Unit.

Employees who are members of this bargaining unit prior to July 1, 1997 shall be entitled to the following retirement benefits:

1). Retirement Plan B-4, with attachment of the following Options: F-50 Rider (after 25 years), FAC - three years, with E-1 and E-2 options contracted by the Employer with the Michigan Municipal Employees Retirement System (MMERS), will be in force for the life of this agreement. The MMERS contract shall be kept on file in the City Clerk's office of the Employer.

2). For the term of this agreement, employee contributions to the retirement plan shall be made at the rate of 4% of gross wages. The remaining contribution required annually by said retirement plan shall be made by the Employer.

B). Newly Hired Employees.

Those employees of this bargaining unit who were hired on or after July 1, 1997 shall not be participants in the defined benefit plan, but shall be entitled to participate in the MMERS defined contribution plan, with the Employer's contribution to said plan to be equal to and no greater than 7% of the employee participant's gross wages.

C). Current Employees Not Members of Bargaining Unit.

Those employees of the City who are not members of the bargaining unit but who are employees of the City as of June 30, 1997, shall, upon becoming a member of this

bargaining unit after July 1, 1997, be required to become a participant in the MMERS defined contribution plan.

If, prior to becoming a member of this bargaining unit and a participant in the MMERS defined contribution plan, said employee was a participant in any defined benefit retirement plan provided by the Employer, the then present value of such employee's account within the defined benefit retirement plan shall be transferred to the MMERS defined contribution plan. Such transfer shall take place simultaneously with said employee assuming the position which enables him or her to become a member of this bargaining unit, and, as a condition of being appointed to such position, said employee shall, to the extent necessary, assist the Employer and MMERS by signing any documents required to effectuate said transfer.

D). Defined Contribution Plan Vesting.

The Employer's contribution to the defined contribution plan for full time employees referred to in sub-paragraphs b and c above, shall become vested on behalf of the employee participant in accordance with the following schedule:

Less than 1 year completed service:	0% vested
After 1 year, but less than 2 years completed service:	20% vested
After 2 years, but less than 3 years completed service:	40% vested
After 3 years, but less than 4 years completed service:	60% vested
After 4 years, but less than 5 years completed service:	80% vested
After 5 years completed service:	100% vested

E). Defined Contribution Plan - Employee Voluntary Contribution.

Employees enrolled in the Defined Contribution Plan may make voluntary contributions by payroll deduction of an amount not to exceed the contribution authorized by the MMERS plan. Employee contributions are not subject to the vesting provisions of Subsection D), above. Employees may change their voluntary contribution one time each contract year.

SECTION NO. 15 - LIFE INSURANCE COVERAGE

A). The Employer agrees to pay the full premium of a term life insurance plan for each employee, face value of \$50,000 double indemnity for all association unit members.

SECTION NO. 16 - HOSPITALIZATION - MEDICAL COVERAGE

A). For the duration of this agreement, and within the terms as set forth within the policy and riders of the provider, or within the terms of this agreement, and except as limited or restricted by 2011 PA 152, the Employer agrees to provide for and pay the premiums for all eligible full time employees and the employee's immediate family, or retirees under the provisions set forth within subsection "G", the current health care and maintenance benefits.

The Employer may search for and change to a replacement Health Care Benefit Plan and provider if deemed necessary for cost savings to both the employer and/or employees. The change in Benefit Plans/Providers must remain substantially equivalent to the current existing plan(s). Prior to any change in benefits the Employer shall inform

the Union and provide all proposed changes for the Union's review. Current plan summaries shall be attached as Appendix (A) Medical, Hospitalization; Appendix (B) Dental; Appendix (C) Vision; Appendix (D) Prescription (if applicable).

B). To the extent the plan provider permits, the Employer will reimburse the employee for the co-pay amount for medical and prescription coverage (\$10.00 for office calls, \$10/\$20 for prescriptions), to the extent such co-pays are incurred by the employee and/or his or her immediate family so covered by the Plan, up to a maximum of One-Thousand (\$1,000) Dollars per contract year, per employee. Reimbursement is only for those costs incurred within the contract year. Reimbursement shall be subject to employee submission of [a] paid receipt [s] indicating the name of the provider, the name of the patient, a date and description of the service provided, and the amount paid by the employee. Receipts shall be held by the employee and submitted no later than June 30th of the contract year in which they were incurred.

C). If an employee is unable to work due to illness or injury covered by the Employer's Worker's Compensation or Sick and Accident Insurance Program, the Employer agrees to continue to pay and provide for benefits as defined pursuant to each Paragraph of this Section, for a six (6) month period.

D). Medical, dental and vision insurance benefits shall be available to all new hire, full-time employees; however, costs for these benefits shall be the responsibility of the employee for the first 90 days of employment. Should an employee elect to forego coverage for the first 90 days of employment, he or she may enter the program as provided for in this section commencing on the 91st day of employment, pursuant to provider rules.

E). Each full time seniority employee may, at such employee's option, elect to purchase at the employee's cost a sponsored dependent rider on such terms and conditions and at such coverage levels as are established from time to time by Blue Care Network, the provider of such coverage. The receipt of such benefits by a seniority employee is subject to the following conditions:

- 1). That such sponsored dependent coverage is available.
- 2). The days on which such sign up is permitted are those established by the provider or providers of such benefits.
- 3). On or before the day in which the employee signs up for such benefit, such employee shall pay to the Employer a sum equal to two (2) months premiums for said coverage.
- 4). After signing up for such benefits, the employee shall thereafter pay to the Employer a monthly premium for such coverage as established by the provider or providers of such benefits. Said monthly premium shall be paid on or before the first day of the month following the sign up day and shall be paid on or before the first day of each month thereafter.
- 5). The employee shall, in addition, be liable for and pay any other costs or expenses charged to the Employer by any provider in connection with the

provision of such sponsored dependent rider and, upon presentation of a bill therefore, shall pay same within ten (10) days of the date thereof.

- 6). If the Employer has not received from the employee any sum due as provided in subsections 1 through 5 above, the City Manager shall forthwith terminate such benefit for such employee and shall advise the employee of such termination. Any sum due to the Employer as of such date shall be paid by the employee forthwith.

F). Cash Opt-Out Option. An eligible full time employee, upon written request to the City Manager, may elect not to participate in the health, prescription, dental and vision insurance package currently offered to employees in the bargaining unit. In the event health and prescription are not elected, those employees who elect not to participate shall be paid the sum of Two Hundred Dollars (\$200) for each calendar month the employee does not participate. If an eligible employee wishes to opt back into the Plan, he or she may do so on the terms as determined by the insurance provider. Any partial month shall be prorated.

G). Retiring Employees (Current). For employees of this unit hired before April 7, 2014, not otherwise provided for in any prior or current agreement and sSubject to availability, rules and conditions set forth by the provider, the employer will pay a maximum of 70%percentage of the monthly cumulative premium for medical & prescription insurance coverage as defined within this section, Section 16, subsection “(A)”, for members of the bargaining unit who retire within the term of this agreement and the person who is such retiree’s spouse at the time of said retiree’s retirement, subject to the terms of Section 16, G), 1). The years of service and equivalent percentage are noted in the “Retiree Medical Benefit Chart” below. The retiree will be responsible for the remaining 30%share of costs ~~effor~~ the selected medical coverage (Section 16 A). The retiree shall have the option of purchasing additional coverage’s listed in Section 16 (dental and vision) provided such retiree pays the full cost of the plan(s). Such coverage will be provided for the retiree commencing on the date of the retiree’s retirement, ~~provided the retiree hasin an amount consummate with the twenty-five (25)~~ years of credited service with the City of Swartz Creek and in the City’s MMERS Defined Benefit or Defined Contribution Retirement Plan in accordance with the chart below and has attained the age of fifty (50) years, or, has ~~25 the same~~ years of credited service with the City of Swartz Creek and in the City’s MMERS Defined Benefit or Contribution Retirement Plan and meets the criteria for MMERS Disability Retirement as determined under the provisions of the MMERS Disability retirement plan. Such coverage will continue until the month said retiree attains the age of sixty-five (65) years. No coverage will be provided for a retiree or spouse who is eligible for Medicare benefits.

Retiree Medical Benefit Chart

<u>Years of Service</u>	<u>15</u>	<u>20</u>	<u>25</u>	<u>30</u>	<u>35</u>
<u>Corresponding Employer Share</u>	<u>40%</u>	<u>55%</u>	<u>70%</u>	<u>80%</u>	<u>90%</u>
<u>Corresponding Employee Share</u>	<u>60%</u>	<u>45%</u>	<u>30%</u>	<u>20%</u>	<u>10%</u>

1). Post retirement medical coverage provided for in this section shall extend to the spouse of an eligible retiree, within the following provisions and subject to the availability and rules set forth by the City's provider:

- a). That such person is the spouse of the retiree at the time of retirement.
- b). If the spouse ceases to be the spouse of an eligible retiree by divorce or becomes separated, then such coverage shall be terminated. In the event that a court orders the retiree to provide such coverage for the former spouse or separated spouse than the retiree shall be responsible for payment of the extended coverage.
- c). If an eligible retired employee passes away, such retiree's spouse who is, and was married to the retiree at the time of retirement, may elect to continue coverage as provided for in this section, on a cost shared decreasing schedule. For the first year following the death of the retiree, the City will pay 70%. Year two, the City will pay 50%. Year three, the City will pay 30%. Year four, the City will pay 10%. Year five and beyond, the retiree's widow(er) spouse may elect to continue coverage at his/her sole expense. If the spouse re-marries, then all coverage available from the City shall be terminated.
- d). If a retired, eligible employee marries after retirement, all costs associated with the coverage of the new spouse will be the responsibility of the retiree. If the retiree passes away, the spouse may elect to continue coverage at his/her sole expense, subject to availability and terms as may be determined by the provider. If the spouse re-marries, then all coverage available from the City shall be terminated.

2). Premium contributions by the employer shall be capped in accordance with the "Employer Contribution Cap Chart." The capped amounts are derived from the 2014 State of Michigan "Hard Cap" limits and include a 5% annual allowance increase. The chart can be modified if, in any given year, the State of Michigan increases the respective "Hard Cap" increase by more than 5%, in which case the higher value will be applied and a new chart created to reflect the increase for the affected and subsequent years. For years 2014 and beyond, the cap amounts shall be extended as prescribed herein.

Employer Contribution Cap Chart

<u>Year</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
<u>Single Cap</u>	\$6,150.46	\$6,457.98	\$6,780.88	\$7,119.93	\$7,475.92	\$7,849.72	\$8,242.20	\$8,654.31	\$9,087.03	\$9,541.38
<u>Double Cap</u>	12862.5	\$13,505.63	\$14,180.91	\$14,889.95	\$15,634.45	\$16,416.17	\$17,236.98	\$18,098.83	\$19,003.77	\$19,953.96

~~23). It is agreed between the parties that retiree medical shall be re-negotiated at such a time that employees participating in the Defined Contribution retirement programs reach fifteen (15) years credited service with the City of Swartz Creek. In the event that a retiree opts out of the city's medical and prescription coverage, a cash reimbursement is permitted. An eligible retiree, upon written request to the City Manager, may elect not to participate in the health and~~

prescription package currently offered to retirees in the bargaining unit. In the event health and prescription are not elected, those employees who elect not to participate shall be paid the pro-rated annual equivalent of 50% of the employer's premium contribution cost or a sum of Two Thousand Four Hundred Dollars (\$2,400) for each calendar year the retiree does not participate. If an eligible retiree wishes to opt back into the Plan, he or she may do so on the terms as determined by the insurance provider. Any partial year shall be prorated to the termination date of coverage.

34). In the event the eligible retired employee or deceased retired employees widowed spouse who was married to the retiree at the time of retirement becomes employed by another employer, and is eligible for medical coverage, the retired employee must accept such coverage in lieu of retirement coverage provided by the City of Swartz Creek. If, or when, the retired employee elects to terminate such other employment, he/she would again become eligible for coverage relative to this agreement and according to rules set forth pursuant to this Section, or by the City's provider. If the retired employee should retire again, and medical coverage is offered, the retired employee must accept this coverage in lieu of coverage offered by the City of Swartz Creek. The City of Swartz Creek retains the right to verify employment and the availability of medical insurance.

45). The City reserves the right to require a thirty-day advance deposit of all sums due the City. Thereafter, such retiree or eligible widow(er) shall pay the monthly premium on or before the first day of each month. If such retiree or widow(er) fails to pay said premium, then the City shall send by U.S. Mail, at the last known address, a fourteen-day notice of termination. If such retiree or retiree's widow(er) desires to correct the arrearage, a 10% late fee shall be added along with any additional associated costs. If no response is received, then the coverage shall be terminated.

6). The Employer shall provide, at its sole cost, a stipend in the amount of \$200.00 monthly to supplement healthcare coverage for eligible retirees that have attained the age of 65.

H). Retiring Employees (post April 7, 2014). For employees of this unit hired on or after April 7, 2014, subject to availability, rules and conditions set forth by the provider, the employer will pay a maximum of 70% of the monthly cumulative premium for medical & prescription insurance coverage as defined within this section, Section 16, subsection "(A)", for members of the bargaining unit who retire within the term of this agreement and the person who is such retiree's spouse at the time of said retiree's retirement, subject to the terms of Section 16, G), 1). The retiree will be responsible for the remaining 30% cost of the selected medical coverage (Section 16 A). The retiree shall have the option of purchasing additional coverage's listed in Section 16 (dental and vision) provided such retiree pays the full cost of the plan(s). Such coverage will be provided for the retiree commencing on the date of the retiree's retirement, provided the retiree has twenty-five (25) years credited service with the City of Swartz Creek and in the City's MMERS Defined Benefit or Defined Contribution Retirement Plan and has attained the age of fifty (50) years, or, has 25 years of credited service with the City of Swartz Creek and in the City's MMERS Defined Benefit or Contribution Retirement Plan

and meets the criteria for MMERS Disability Retirement as determined under the provisions of the MMERS Disability retirement plan. Such coverage will continue until the month said retiree attains the age of sixty-five (65) years. No coverage will be provided for a retiree or spouse who is eligible for Medicare benefits.

1). Post retirement medical coverage provided for in this section shall extend to the spouse of an eligible retiree, within the following provisions and subject to the availability and rules set forth by the City's provider:

a). That such person is the spouse of the retiree at the time of retirement.

b). If the spouse ceases to be the spouse of an eligible retiree by divorce or becomes separated, then such coverage shall be terminated. In the event that a court orders the retiree to provide such coverage for the former spouse or separated spouse than the retiree shall be responsible for payment of the extended coverage.

c). If an eligible retired employee passes away, such retiree's spouse who is, and was married to the retiree at the time of retirement, may elect to continue coverage as provided for in this section, on a cost shared decreasing schedule. For the first year following the death of the retiree, the City will pay 70%. Year two, the City will pay 50%. Year three, the City will pay 30%. Year four, the City will pay 10%. Year five and beyond, the retiree's widow(er) spouse may elect to continue coverage at his/her sole expense. If the spouse re-marries, then all coverage available from the City shall be terminated.

d). If a retired, eligible employee marries after retirement, all costs associated with the coverage of the new spouse will be the responsibility of the retiree. If the retiree passes away, the spouse may elect to continue coverage at his/her sole expense, subject to availability and terms as may be determined by the provider. If the spouse re-marries, then all coverage available from the City shall be terminated.

2). In the event the eligible retired employee or deceased retired employees widowed spouse who was married to the retiree at the time of retirement becomes employed by another employer, and is eligible for medical coverage, the retired employee must accept such coverage in lieu of retirement coverage provided by the City of Swartz Creek. If, or when, the retired employee elects to terminate such other employment, he/she would again become eligible for coverage relative to this agreement and according to rules set forth pursuant to this Section, or by the City's provider. If the retired employee should retire again, and medical coverage is offered, the retired employee must accept this coverage in lieu of coverage offered by the City of Swartz Creek. The City of Swartz Creek retains the right to verify employment and the availability of medical insurance.

3). The City reserves the right to require a thirty-day advance deposit of all sums due the City. Thereafter, such retiree or eligible widow(er) shall pay the monthly premium on or before the first day of each month. If such retiree or widow(er) fails to pay said premium, then the City shall send by U.S. Mail, at the last known address, a fourteen-day notice of termination. If such retiree or

retiree's widow(er) desires to correct the arrearage, a 10% late fee shall be added along with any additional associated costs. If no response is received, then the coverage shall be terminated.

SECTION NO. 17 - WORKERS' COMPENSATION - ON THE JOB INJURY POLICY

- A). Each employee will be covered by the applicable Workers Compensation Laws. Any employee who becomes injured because of the performance of his/her duties should report that injury immediately to his/her immediate supervisor. If necessary the employee should report to a physician.
- B). If the employee suffers lost time because of the injury received at work, Workers Compensation will be paid in accordance with the provisions of the Workers Compensation Act of the State of Michigan.
- C). In addition such employee will receive supplemental compensation equal to the difference between eighty (80%) percent of the employee's normal gross salary and the above Workers Compensation. Supplemental compensation payments will normally be continued for a maximum of twenty-six (26) weeks.
- D). Any request for extension beyond twenty-six (26) weeks may be considered a subject for a bargaining meeting.

SECTION NO. 18 - UNIFORMS

The Employer will provide to the Chief of Police, Director of Public Services, Foreman of the Public Services, Police Lieutenant, and Code Enforcement Officer, or any other salaried employee required to wear a uniform, all necessary and appropriate uniforms at the Employer's expense.

SECTION NO. 19 - JURY DUTY

Employees who serve on jury duty will be paid the difference between his/her pay for jury duty and his/her regular salary.

SECTION NO. 20 - DISCHARGE AND DISCIPLINE

- A). The concept of progressive discipline is hereby adopted to govern disciplinary action. It is understood and agreed, however, that the Employer reserves the right to suspend or discharge for a serious infraction without instituting progress discipline; provided further than in such instances nothing contained herein shall operate to deprive the salaried employee of the grievance procedure.
- B). The Employer agrees promptly upon the discharge of discipline of any salaried employee to notify in writing the Association President of the discharge or discipline.
- C). The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the Association President and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request the Employer or its designated representative will discuss the discharge or discipline with the employee and Association President.

- D). Should the discharged or disciplined employee consider the discharge or discipline to be improper, the matter may be referred to the grievance procedure at step one.
- E). In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than eighteen (18) months previously. Prior to imposition of a suspension of one or more days the Employer will review the employee's past written discipline.

SECTION NO. 21 - GRIEVANCE PROCEDURE

Definition of Grievance

A grievance is defined as a disagreement, arising under and during the term of this agreement, concerning working conditions, interpretation, and application of the provisions of this agreement.

A). Informal Grievance Procedure – INFORMAL STEP.

An aggrieved employee should promptly notify her/his immediate supervisor or designee that he/she has a grievance. The employee may at his/her option discuss the matter directly with the supervisor or request the presence of the Association President for the purpose of attempting to adjust the grievance.

B). Formal Grievance Procedure - STEP ONE.

1). If the aggrieved employee does not receive a satisfactory oral answer, or if she/he does not receive any answer at the Informal Step within three (3) working days following the day of oral presentation, the aggrieved employee may reduce the grievance to writing and submit it to her/his immediate supervisor or designee.

2). A grievance must be submitted in writing within fifteen (15) calendar days of the occurrence of the condition(s) giving rise to the grievance, or within fifteen (15) calendar days of the date it is reasonable to assume the employee(s) should reasonably have become aware of the conditions giving rise to the grievance, whichever is later, in order for the matter to be considered a grievance under this agreement.

3). The grievance shall be submitted on forms provided by the Association, dated, and signed by the aggrieved employee(s) and shall set forth the facts involved in the grievance, the date(s) of the grievance, and the provisions of this agreement that are alleged to have been violated and the remedy desired. At the time the grievance is received, the immediate supervisor or designee shall sign and date a copy, which shall be returned to the grievant and the Association President or his/her designee. A meeting shall be held if requested by either party.

4). The immediate supervisor or his/her designee shall provide a written answer to the grievant, and/or the Association President or their designee within ten (10) working days. The grievance may be appealed in writing to the next

higher step of the grievance procedure within ten (10) working days after receipt of such written answer.

5). If the written answer of the immediate supervisor or designated representative is unacceptable to the grievant, the grievance may be appealed in writing to the next higher step of this grievance procedure. Any grievance not appealed within ten (10) working days after such answer shall be considered as forfeited by the Association.

C). STEP TWO

1). If the grievant is not satisfied with the decision of the grievance at Step One, the grievant may appeal in writing the grievance to the City Attorney for Unit I members and the City Manager for Unit II members within ten (10) working days after the date of the Step One answer (See Subsection (B)(5), above).

2). Within ten (10) working days of receipt of the grievance the City Attorney (for a Unit I grievance) or the City Manager (for a Unit II grievance) may hold a meeting with the grievant and the Association in an attempt to resolve the alleged grievance. Only persons directly related to the disposition of the grievance shall be present at the meeting. The grievant may be represented by either the Association President or his/her designee. Representatives of the Employer and the Association shall not exceed five (5) in number collectively (including the grievant).

3). Within seven (7) working days following the conclusion of such meeting(s), the City Attorney (for a Unit I grievance) or the City Manager (for a Unit II grievance) or his/her designee shall provide the grievant and the Association President or designee with a written disposition of grievance.

D). STEP THREE

In the event of an unsatisfactory decision, the Association President may submit the grievance to arbitration within ten (10) working days following receipt of the grievance disposition received in Step Two above. Written notice to the Employer shall constitute a request for arbitration.

1). The Employer and the Association shall meet within seven (7) working days after notice of arbitration has been given for the purpose of selecting an arbitrator. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either party or both parties to provide a panel or arbitrators. The parties shall attempt to select an arbitrator from this list within ten (10) working days. If there is no selection from this list, the American Arbitration Association shall be requested to provide a second panel of arbitrators. The parties shall attempt to select an arbitrator from this list within ten (10) working days. If there is no selection from the second list, the American Arbitration Association shall appoint an arbitrator.

2). The rules of the American Arbitration Association shall apply to all arbitration hearings. The arbitrator shall be requested to issue her/his decision within thirty (30) days after the conclusion of testimony agreement, and the

submission of briefs. The decision of the arbitrator will be final and binding on all parties, and judgment thereon may be entered in any Court of competent jurisdiction.

3). Fees and authorized expenses of the arbitrator shall be shared equally by the Employer and the Association.

4). The arbitrator shall have no authority to add to, or subtract from, alter, change, or modify any of the provisions of this agreement.

5). The arbitrator shall not substitute her/his judgment for that of the Employer where the Employer's judgment and actions are based upon reasonable cause and do not violate the written provisions of this agreement. The arbitrator may make no award that provides the employee compensation greater than would have resulted had there been no violation.

6). The Employer, in no event, shall be required to pay back wages for more than thirty (30) working days prior to the date the written grievance is filed. However, in the case of a claim of a pay shortage (other than one resulting from miss-classification) of which the employee could not have been aware before receiving her/his pay, any adjustment shall be retroactive to the beginning of the pay period in which the shortage occurred, if the employee files her/his grievance within fifteen (15) working days after she/he becomes aware of such shortage. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned.

E). Restitution/Reinstatement.

1). Should a decision be rendered at any step of the grievance procedure that the employee was unjustly discharged, demoted, suspended without reasonable and just cause, the Employer agrees to reinstate the employee to the employee's former position in effect on the day of discharge, demotion, or suspension. Computation of any back wages or benefits, if appropriate, must include offsets for unemployment insurance. A decision may be rendered to reinstate the employee without back compensation or benefits.

2). Failure of the grievant to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further action or appeal. Failure of the Employer to render a decision on a grievance within the specific time limits shall permit its appeal by the grievant to the next step.

3). Steps of the grievance procedure may be waived in writing by mutual agreement of both parties. The grievant may withdraw a grievance at any step of the procedure. Grievances so withdrawn shall not be reinstated.

4). The Employer and the grievant may adjust a grievance without the involvement of the Association, provided the adjustment is not contrary to any of the provisions of this agreement, provided, the Association is notified the adjustment is not contrary to the provisions of this agreement.

SECTION NO. 22 - PROFESSIONAL MEMBERSHIP FEES

The Employer agrees to pay annual membership fees for Association Members, such as, City Clerks Association, Chief of Police Association, Assessor's Association, Building Officials Association, Public Works Association, Water and Waste Association, etc.

SECTION NO. 23 - TERM OF AGREEMENT

A). This agreement shall continue in full force and effect until the 30th day of June, 2016.

B). If either party wishes to terminate this agreement, or modify or amend any section or subsection hereof, then notice to that effect shall be given in writing to the other party no less than sixty (60) days prior to the date of termination of this agreement. The modification or amendment of any specific section or subsection shall not affect the remainder of this agreement.

C). If no notice of termination or modification is given by either party as provided for herein, then this agreement shall automatically continue in full force and effect from year to year.

(Signature Page to Follow)

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed on the date and year first above written.

CITY OF SWARTZ CREEK
A Michigan Municipal Corporation

**SWARTZ CREEK CITY SUPERVISORS
ASSOCIATION**

By _____
David A. Krueger, Mayor

By _____
Ricky C. Clolinger, President

By _____
Juanita Aguilar, City Clerk

By _____
_____, Bargaining Team

APPROVED AS TO FORM:
Richard J. Figura,
City Attorney

Appendix “E”

JOB DESCRIPTIONS

Pursuant to Section No. 2 and Section No. 5(A), the Employer and the Association recognize the following positions and Job Descriptions:

City Clerk/Finance Director

Treasurer

Director of Public & Community Services

Chief of Police – Director of Public Safety

Police Lieutenant.

City of Swartz Creek
Job Description

City Clerk/~~Finance Director~~–~~Finance Officer~~
REVISED: ~~August, 2012~~April 2014

FLSA: Exempt

DEPARTMENT: City Clerk

GENERAL STATEMENT OF DUTIES: Responsible for the effective and efficient operation of the City Clerk’s Office. Coordinates and directs the maintenance of city records, issuance of licenses, registration of voters, the conduct of elections, the maintenance of all financial functions of the City, including payroll, accounting, utility billing, real and personal property administration and collections and other duties as set forth in the City Charter. Serves as the general accountant of the City and performs or oversees the performance of the functions assigned to the finance officer under the City Charter.

SUPERVISION RECEIVED: Works under the general direction of City Manager.

SUPERVISION EXERCISED: Provides general and technical direction and supervision to the Treasurer, ~~Finance Director~~, Administrative Assistant Position’s and subcontracted services such as Assessing and Building Inspector. Coordinates services between the Zoning Department, Public Works Department and Public Safety Department.

EXAMPLES OF WORK PERFORMED: The following tasks are typical examples of the work performed by an employee holding this position. The list is not all inclusive and does not include all of the tasks relevant to this position

Oversee, delegate, perform and administrate all duties as set forth in the City Charter, including, but not limited to:

1. Preparation of agendas for City Council meetings.
2. Prepare and post notices of public hearings, ordinances, elections, and other municipal matters.
3. Attend or oversee the attendance by a Deputy Clerk of meetings of the City Council, notes of the meeting and preparation of official minutes.
4. Maintain, index and file all official records of the City and Council, including meeting minutes, resolutions, policies, ordinances, contracts, claims, insurance policies, equipment, boundaries and similar actions.
5. Coordinate Council member travel for attendance at seminars, workshops and other meetings.
6. Supervise the registration of voters, maintain qualified voter files, and administer elections.
7. Publish election notices, issue absentee ballots and prepare final tabulations.
8. Maintain burial register for the City Cemetery.
9. Oversee the issuance of licenses and permits.
10. Administer the City’s file system.
11. Perform, or supervise, all duties assigned to the City Clerk by charter or statute, including the duties assigned to the Finance officer under the City Charter.

12. Supervise the daily operation of cash receipts, bank deposits, bank reconciliation, account payable/receivable, financial reporting, and posting of funds.
13. Supervise utility billing and preparation of payroll.
- ~~12. Oversee the daily operation of cash receipts, bank deposits, bank reconciliation, account payable/receivable, financial reporting, and posting of funds.~~
- ~~13. Oversee utility billing and preparation of payroll.~~
14. Maintain an inventory of the city's, supplies, equipment, insurance records and claims.
15. Audit payroll records, withholding and employee benefit reports.
16. Administer the City's functional financial file system.
17. Maintain the City general ledger.
18. Maintain an inventory of the city's assets and liabilities.
19. Assist the City Manager in preparation, implementation of the City's annual capital and operating budget.
20. Monitor expenditures levels of all city departments for compliance with budgetary and management objectives.
21. Prepare annual comprehensive financial report and monthly financial statements.
22. Oversee the security and investment of city funds.
23. Review and report on programs and activities influencing the city's financial condition.
- 14-24. Prepare revenue forecasts for budget and management decisions.
- 45-25. Assist external auditors by providing needed data and by responding to inquiries in the course of an audit.
- 46-26. Direct purchasing for the city.
- 47-27. Coordinate the preparation of real and personal property rolls, special assessment rolls, jeopardy tax and assessment collections and administration.
- 48-28. Attend job related training courses and seminars, complete appropriate N.I.M.S. Training.
- 49-29. Perform related duties as assigned.

REQUIRED KNOWLEDGE, ABILITIES, AND SKILLS:

- Knowledge of governmental purchasing practices and requirement's.
- Working knowledge of the principles and practices of public administration, including budgeting, personnel administration and records management.
- Working knowledge of governmental auditing procedures.
- Working knowledge state election laws and procedures.
- Comprehensive knowledge of the principles and practices of public finance, budgeting and fund accounting.
- Extensive knowledge of procedures, including use of automated accounting systems (BS&A, Excel databases, etc.).
- Knowledge of economic trend forecasting and analysis techniques.
- Knowledge of State and Federal laws and local policies relating to the investment of governmental funds.
- Ability to maintain complex financial records and prepare financial statements.
- Ability to obtain a financial surety bond.
- Working knowledge of word processing, spreadsheet and database programs (Microsoft Word, Excel and Access).
- Working knowledge of record keeping and filing systems.
- Ability to operate standard office equipment, including word processor, copier and telephone system.

- Ability to communicate clearly and effectively, orally and writing, with co-workers, supervisors and the general public.
- Ability to write reports and correspondence.
- Ability to understand and follow complex oral and written instructions.
- Ability to operate a keyboard, copier and other office equipment, lift loads of up to 25 pounds, sit for prolonged periods of times, hear verbal communications on the phone and in an office environment, read and manipulate written text.

MINIMUM QUALIFICATIONS:

A combination of education and experience substantially equivalent to, or graduation from a recognized college or university with a Bachelor’s Degree in business administration or closely related field. Three years of supervisory experience in public sector and/or public administration.

Approved:

Adam Zettel, City Manager

 Date

Approved:

 Rick Clolinger, Association President

 Date

**City of Swartz Creek
Job Description**

Finance Director
REVISED: August, 2012

~~FLSA: Exempt~~

~~DEPARTMENT: Finance and Administration~~

~~**GENERAL STATEMENT OF DUTIES:** Responsible for the effective and efficient operation of the Department of Finance. Coordinates and directs the maintenance of all financial functions of the city, including payroll, accounting, utility billing, real and personal property tax administration, and collections. Holds a Deputy City Clerk Position~~

~~**SUPERVISION RECEIVED:** Works under the general direction of City Manager and the City Clerk~~

~~**SUPERVISION EXERCISED:** Provides general and technical direction to the Administrative Assistant position's on personnel, payroll, cashier and utility billing matters.~~

~~**EXAMPLES OF WORK PERFORMED:** The following tasks are typical examples of the work performed by an employee holding this position. The list is not all inclusive and does not include all of the tasks relevant to this position~~

~~Oversee, perform and administrate:~~

- ~~1. Supervise and oversees accounts payable, accounts receivable and all other financial reports.~~
- ~~2. Function as the City's Finance Officer~~
- ~~3. Audit payroll records, withholding and employee benefit reports.~~
- ~~4. Administer the City's functional financial file system.~~
- ~~5. Develop and implement the department's budget.~~
- ~~6. Oversee the daily operation of cash receipts, bank deposits, bank reconciliation, account payable/receivable, financial reporting, and posting of funds.~~
- ~~7. Oversee utility billing and preparation of payroll.~~
- ~~8. Maintain the city's general ledger.~~
- ~~9. Maintain an inventory of the city's assets and liabilities.~~
- ~~10. Prepare annual comprehensive financial report and monthly financial statements.~~
- ~~11. Assist external auditors by providing needed data and by responding to inquiries in the course of an audit.~~
- ~~12. Oversee the security and investment of city funds.~~
- ~~13. Review and report on programs and activities influencing the city's financial condition.~~
- ~~14. Prepare revenue forecasts for budget and management decisions.~~
- ~~15. Assist the City Manager in preparation of the city's annual capital and operating budgets.~~
- ~~16. Assist the City Clerk in fulfilling the functions of the Finance officer under the City Charter.~~
- ~~17. Monitor expenditure levels of all city departments for compliance with budgetary and management objectives.~~
- ~~18. Coordinate the preparation of real and personal property roles, special assessment roles, jeopardy tax and assessment collections and administration.~~

- 19. ~~Attend job-related training courses and seminars, complete appropriate N.I.M.S. Training.~~
- 20. ~~Perform related duties as assigned.~~

REQUIRED KNOWLEDGE, ABILITIES, AND SKILLS:

- ~~Comprehensive knowledge of the principles and practices of public finance, budgeting and fund accounting.~~
- ~~Extensive Knowledge of accounting procedures, including use of automated accounting systems (Fund Balance, B-S & A, etc).~~
- ~~Knowledge of economic trend forecasting and analysis techniques.~~
- ~~Knowledge of state and federal laws and local polices relating to the investment of governmental funds.~~
- ~~Knowledge of governmental purchasing practices and requirement's.~~
- ~~Working knowledge of the principles and practices of public administration, including budgeting, personnel administration and records management.~~
- ~~Working knowledge of governmental auditing procedures.~~
- ~~Working knowledge of word processing, spreadsheet and database programs (Microsoft Word, Excel and Access).~~
- ~~Working knowledge of record keeping and filing systems.~~
- ~~Ability to maintain complex financial records and prepare financial reports and statements.~~
- ~~Ability to operate standard office equipment, including word processor, copier and telephone system.~~
- ~~Ability to communicate clearly and effectively, orally and writing, with co-workers, supervisors and the general public.~~
- ~~Ability to write reports and correspondence.~~
- ~~Ability to understand and follow complex oral and written instructions.~~
- ~~Ability to operate a keyboard, copier and other office equipment, lift loads of up to 25 pounds, sit for prolonged periods of times, hear verbal communications on the phone and in an office environment, read and manipulate written text.~~
- ~~Ability to obtain a financial surety bond.~~

MINIMUM QUALIFICATIONS:

~~A combination of education and experience substantially equivalent to graduation from a recognized college or university with a Bachelor's Degree in accounting. Three years of supervisory experience in public sector accounting, financial management, or five years technical experience in accounting.~~

Approved:

Paul Bueche, City Manager

Date

Approved:

Rick Clolinger, Association President

Date

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City of Swartz Creek Job Description

City Treasurer
REVISED: ~~August~~April, 2014~~2~~

FLSA: Exempt

DEPARTMENT: City Treasurer

GENERAL STATEMENT OF DUTIES: Has custody of all moneys of the city, the Clerk's Bond and other personnel bonds, and all evidences of value belonging to or held in trust by the city. Maintains a current log of all city investments and insures such investments are made in accordance with city policy and state law. Collects and distributes real and personal property taxes. Maintains the repository for all business licenses and permits held by the city, including computer software licenses. Assist in the performance of the functions assigned to the City Clerk/Finance Director under the City Charter, or ~~as~~ designated by state statute. Holds Deputy Clerk Position.

SUPERVISION RECEIVED: Works under the general direction of the City Manager and the City Clerk.

SUPERVISION EXERCISED: Coordinates the work of the Contract City Assessor. Provides general and technical direction to the Administrative Assistant positions.

EXAMPLES OF WORK PERFORMED: The following tasks are typical examples of the work performed by an employee holding this position. The list is not all inclusive and does not include all of the tasks relevant to this position

Oversee or perform:

1. Collect municipal revenues and serve as initial depository of all city receipts.
2. Deposit and invest city funds in accordance with Council policy, state law and the Michigan Department of Treasury Guidelines and Procedures.
3. Maintain records of municipal funds and treasury transactions and prepare necessary reports and records.
4. Supervise and oversee preparation of statements for personal property taxes and accounts receivable.
5. Assist the City Clerk/Finance Officer and the Finance Director with the examination of expenditures, cash flow and income projections.
6. Assist the City Clerk in fulfilling the functions of the Finance Officer under the City Charter.
7. Assist in maintaining the City's general ledger and inventory.
8. Assists the City Clerk/Finance Director in implementation, development of the City budget.
9. Assist in preparation of annual comprehensive financial report and monthly financial statements.
10. Assist in the preparation of revenue forecasts for budget and management decisions.
11. Monitor expenditure levels of all city departments for compliance with budgetary and management objectives.
- 5-12. Prepare revenue forecasts for budget and management decisions.
- 6-13. Supervise the city's real property and personal tax records, including property transfer affidavits.

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- ~~7-14.~~ Prepare property tax and special assessment roles.
- ~~8-15.~~ Oversee meetings of the Board of Equalization.
- ~~9-16.~~ Prepare and execute jeopardy tax assessments.
- ~~10-17.~~ Compile delinquent tax rolls, including computation of interest, penalty, and collection fees for the County Treasurer.
- ~~11-18.~~ Process delinquent tax settlements from the County Treasurer and distribute funds to proper accounts.
- 19. Provide assistance and information to the public.
- 20. Supervise/assist daily operations including cash receipts, bank deposits, bank reconciliation, account payable/receivable, financial reporting, general ledger and posting of funds.
- 21. Supervise/assist with utility billing and preparation of payroll.
- ~~12-22.~~ Audit payroll records, withholding and employee benefit reports.
- ~~13.~~ Assist with daily operations including cash receipts, bank deposits, bank reconciliation, account payable/receivable, financial reporting, general ledger and posting of funds.
- ~~14.~~ Assist with utility billing and preparation of payroll.
- ~~15-23.~~ Assist external auditors by providing needed data and by responding to inquiries in the course of an audit.
- ~~16-24.~~ Attend job related training courses and seminars, complete appropriate N.I.M.S. Training
- 18. Perform related duties as assigned.

REQUIRED KNOWLEDGE, ABILITIES, AND SKILLS:

- Knowledge of the principles and practices of governmental accounting.
- Working knowledge of the practices and procedures used to administer the State of Michigan's real and personal property system and related automated programs (Equalization).
- Working knowledge of maintaining payables and receivable accounts, and related automated systems (Fund Balance, B-S & A, etc).
- Working knowledge of word processing, spreadsheet and database programs (Microsoft Word, Excel and Access).
- Working knowledge of record keeping and filing systems.
- Ability to plan and implement efficient procedures for the computation, billing and collection of real and personal property taxes and other revenues.
- Ability to maintain complex financial records and prepare financial reports and statements.
- Ability to operate standard office equipment, including word processor, copier and telephone system.
- Ability to effectively manage, motivate and supervise personnel.
- Ability to communicate clearly and effectively, orally and writing, with co-workers, supervisors and the general public.
- Ability to write reports and correspondence.
- Ability to understand and follow complex oral and written instructions.
- Ability to operate a keyboard, copier and other office equipment, lift loads of up to 25 pounds, sit for prolonged periods of times, hear verbal communications on the phone and in an office environment, read and manipulate written text.
- Ability to obtain a financial surety bond.

MINIMUM QUALIFICATIONS:

A combination of education and experience substantially equivalent to graduation from a recognized college or university with a Bachelor's Degree in accounting, or closely related field. Three years of experience in public sector accounting, financial management, and/or public administration.

Approved:

| _____
Adam Zettel, City Manager

Date

Approved:

Rick Clolinger, Association President

Date

**City of Swartz Creek
Job Description**

Director of Public & Community Services

REVISED: August, 2012

FLSA: Exempt, Executive Position
Department: Community Services

GENERAL STATEMENT OF DUTIES: Responsible for the effective and efficient operation of the Department of Public & Community Services.

SUPERVISION RECEIVED: Works under the general direction of City Manager.

SUPERVISION EXERCISED: Provides general and technical direction to Building and Zoning Administrator, Utility Billing Clerk, Park Supervisor, Janitor, and Maintenance Workers. Coordinates activities of the City Engineer and City Planner.

EXAMPLES OF WORK PERFORMED:

The following tasks are typical examples of the work performed by an employee holding this position. The list is not all inclusive and does not include all of the tasks relevant to this position

1. Provide overall direction to the Department of Community Services. Establish departmental goals and objectives, solve problems and resolve conflicts.
2. Motivate, train, supervise, evaluate, counsel and discipline all subordinate personnel as required.
3. Determine work procedures, prepare work schedules and expedite workflow.
4. Develop and implement the department's budget.
5. Assist the City Manager in preparation of the city's capital improvement plan.
6. Plan, organize, coordinate, supervise and evaluate programs, plans, services, staffing, and equipment of the department.
7. Plan and implement adequate safety methods and procedures to protect the public and city employees from injury.
8. Oversee preparation of plans, specifications, and bidding of public improvement projects.
9. Inspect and approve the work of contractors.
10. Respond to resident complaints and concerns regarding the department's operations.
11. Oversee city's sidewalk inspection and repair program.
12. Oversee administration of city's building standards.
13. Oversee administration of the city's zoning ordinance.
14. Review all land use applications for impact on public facilities and services. Provides comments and recommendations to Planning Commission.
15. Oversee the development and maintenance of public improvement and community development documents.
16. Attend job related training courses and seminars, complete appropriate N.I.M.S. Training.
17. Perform related duties as assigned.

REQUIRED KNOWLEDGE, ABILITIES, AND SKILLS:

- Extensive knowledge in the maintenance and repair of public facilities, including public water supply, sanitary sewer, storm drains streets and parks.
- Considerable knowledge of construction methods, materials, and equipment relating to the maintenance and improvement of public facilities.
- Considerable knowledge in the administration of public improvement projects.
- Working knowledge of the principles and practices of public administration, including budgeting, personnel administration and records management.
- Working knowledge of public bidding and purchasing practices.
- Working knowledge of the city's zoning ordinance.
- Familiarization with the Uniform Building Code.
- Working knowledge of word processing, spreadsheet and database programs (Microsoft Word, Excel and Access).
- Ability to effectively manage, motivate and supervise personnel
- Ability to develop and implement detailed plans for the maintenance of municipal facilities.
- Ability to communicate clearly and effectively, orally and writing, with co-workers, supervisors and the general public.
- Ability to write reports and correspondence.
- Ability to understand and follow complex oral and written instructions.
- Ability to walk, stoop, bend and climb on uneven terrain, sometimes in inclement weather, and lift up to 40 pounds.

MINIMUM QUALIFICATIONS:

A combination of education and experience substantially equivalent to graduation from a recognized college or university with a Bachelor's Degree in civil engineering, public administration, business administration or closely related field. Three years of supervisory experience in public or five years technical experience in the operation and maintenance of public facilities is required. Michigan Class O, and CDL drivers license is required.

Approved:

Paul Bueche, City Manager	Date
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Approved:

Rick Clolinger, Association President	Date
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**City of Swartz Creek
Job Description**

Director of Public Safety / Chief of Police

REVISED: August, 2012

FLSA: Exempt, Executive Position
Department: Public Safety

GENERAL STATEMENT OF DUTIES: Responsible for the effective and efficient operation of the Department of Public Safety. Serves as the city's Civil Defense Director.

SUPERVISION RECEIVED: Works under the general direction of City Manager.

SUPERVISION EXERCISED: Provides general and technical direction to subordinate law enforcement officers and administrative personnel. Administers ambulance and fire services contracts.

EXAMPLES OF WORK PERFORMED:

The following tasks are typical examples of the work performed by an employee holding this position. The list is not all inclusive and does not include all of the tasks relevant to this position

1. Provide overall direction to the Department of Public Safety to ensure the protection of life and property. Establishes departmental goals and objectives, solves problems and resolves conflicts.
2. Motivate, train, supervise, evaluate, counsel and discipline all subordinate personnel as required.
3. Determine work procedures, prepare work schedules and expedite workflow.
4. Inspect and critique operations of contract ambulance and fire services. Report contract violations and/or operational problems to the City Manager. Recommend contract changes as needed.
5. Coordinate law enforcement, ambulance and fire service activities.
6. Develop and implement the department's budget.
7. Assist the City Manager in preparation of the city's capital improvement plan.
8. Plan, organize, coordinate, supervise and evaluate programs, plans, services, staffing, and equipment of the department.
9. Plan and implement adequate safety methods and procedures to protect the public and city employees from injury.
10. Supervise the maintenance and security of all records and material in the department's custody.
11. Coordinate public safety activities with area, regional and state agencies and professional organizations
12. Serve as primary liaison with the Swartz Creek School District for safety and security issues.
13. Respond to resident complaints and concerns regarding the department's operations.
14. Attend job related training courses and seminars, complete appropriate N.I.M.S. Training.
15. Perform related duties as assigned.

REQUIRED KNOWLEDGE, ABILITIES, AND SKILLS:

- Comprehensive knowledge of the theories, principles and practices of police administration.
- Knowledge of federal, state, and local laws, traffic regulations and departmental policies and procedures.
- Knowledge of the geographical limits of the City of Swartz Creek.
- Knowledge of the criminal justice system and court procedures.
- Working knowledge of the principles and practices of public administration, including budgeting, personnel administration and records management.
- Working knowledge of word processing, spreadsheet and database programs (Microsoft Word, Excel and Access).
- Familiarity with fire protection and suppression practices and techniques.
- Familiarity with emergency medical practices and techniques.
- Ability to effectively manage, motivate and supervise personnel.
- Ability to read and interpret complex legal documents.
- Ability to communicate clearly and effectively, orally and writing, with co-workers, supervisors and the general public.
- Ability to write reports and correspondence.
- Ability to understand and follow complex oral and written instructions.
- Ability to walk, stoop, bend, run and climb on uneven terrain, sometimes in inclement weather and at night, and lift up to 40 pounds.
- Skill in the use of firearms and other standard and specialized police equipment.
- Skill in maintaining effective and open public relations.

MINIMUM QUALIFICATIONS:

Graduation from a recognized college or university with a Bachelor's Degree in criminal justice studies, public administration, business administration or related field or equivalent experience. Three years of supervisory experience in law enforcement. Certification under the Michigan Peace Officer's Standards and Training Act. Michigan Class O driver's license is required.

Approved:

Paul Bueche, City Manager

Date

Approved:

Rick Clolinger, Association President

Date

**City of Swartz Creek
Job Description**

Police Supervisor - Lieutenant
REVISED: August, 2012

FLSA: Non-exempt
Department: Public Safety

GENERAL STATEMENT OF DUTIES: Supervises and assists patrol officers in maintaining the safety and security of people and property in the City of Swartz Creek. Investigates criminal activity and enforces state and local laws.

SUPERVISION RECEIVED: Works under the general and technical direction of the Director of Public Safety/Chief of Police.

SUPERVISION EXERCISED: Provides technical direction to subordinate law enforcement officers and administrative personnel.

EXAMPLES OF WORK PERFORMED:

The following tasks are typical examples of the work performed by an employee holding this position. The list is not all inclusive and does not include all of the tasks relevant to this position

1. Supervise personnel on assigned shift to assure adherence to department rules, regulations, and policies; monitor employee work performance.
2. Assign duties; communicate information from senior officers.
3. Perform weapons, equipment, uniform and personal appearance inspections.
4. Investigate crimes and accidents, respond to calls to assist and advise, maintain surveillance of suspicious persons; interview suspects, complainants, and witnesses; supervise preservation of evidence, investigate clues, arrest suspects.
5. Prepare time cards and maintain daily time sheets, pay logs, and overtime and compensatory time logs.
6. Assist other agencies with service of arrest warrants, court papers and subpoenas.
7. Facilitate law enforcement, ambulance and fire service cooperation.
8. Oversee maintenance of vehicles and equipment.
9. Supervise and implement safety procedures during departmental operations to protect the public and city employees from injury.
10. Respond to resident complaints and concerns regarding the department's operations.
11. Attend job related training courses and seminars, complete appropriate N.I.M.S. Training.
12. Perform related duties as assigned.

REQUIRED KNOWLEDGE, ABILITIES, AND SKILLS:

- Knowledge of federal, state, and local laws, traffic regulations and departmental policies and procedures.
- Knowledge of the geographical limits of the City of Swartz Creek.
- Knowledge of the criminal justice system and court procedures.
- Knowledge of investigatory techniques and procedures.
- Knowledge of crime prevention techniques.
- Knowledge of first aid and CPR techniques.

Supervisors' Agreement

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April 7, 2014 Draft

- Ability to communicate clearly and effectively, orally and writing, with co-workers, supervisors and the general public.
- Ability to understand and follow complex oral and written instructions.
- Ability to walk, stoop, bend, run and climb on uneven terrain, sometimes in inclement weather and at night, and lift up to 100 pounds.
- Skill in the use of firearms, communications equipment, and other standard and specialized law enforcement equipment.
- Skill in observing and preserving evidence.
- Skill in maintaining effective and open public relations.
- Skill in motivating, training, supervising, evaluating, counseling and disciplining subordinate personnel.

MINIMUM QUALIFICATIONS:

Post secondary education and training in law enforcement techniques, procedures and skills substantially equivalent to an Associates Degree from an accredited technical college or school. Three years of practical law enforcement experience as a patrol officer or in a similar position. Certification under the Michigan Peace Officer's Standards and Training Act. Michigan Class O drivers license is required.

Approved:

Paul Bueche, City Manager

Date

Approved:

Rick Clolinger, Association President

Date

MML Wage & Salary Survey - Treasurer Only (2,000-20,000 population)

Municipality	Population	Position	Min	Max	Actual	Basis
Trenton	18853	Treasurer	0	0	7000	Year
Owosso	15194	Treasurer	61106		64204	Year
New Baltimore	12084	Treasurer	45000	0	52458	Year
Clawson	11825	Treasurer	53602	70180		Year
Plymouth	9132	Treasurer	0	0	33	Hour
Tecumseh	8521	Treasurer	0	0	58947	Year
Hillsdale	8305	Treasurer	0	0	15750	Year
River Rouge	7903	Treasurer	17500	17500	17500	Year
Saint Johns	7865	Treasurer	82444	0	0	Year
Houghton	7708	Treasurer	27	27	0	Hour
Brighton	7444	Treasurer	0	0	61387	Year
Marshall	7088	Treasurer		0	47000	Year
Ishpeming	6470	Treasurer		0	26500	Year
Swartz Creek	5758	Treasurer	0	0	48429	Year
Richmond	5735	Treasurer	0	0	0	
Rockford	5719	Treasurer	0	0	62021	Year
Davison	5173	Treasurer		0	50000	Year
Frankenmuth	4944	Treasurer	0	0	55000	Year
Negaunee	4568	Treasurer	0	0	46009	Year
DeWitt	4507	Treasurer		0	59682	Year
Fremont	4081	Treasurer	49461	64298		Year
Lathrup Village	4075	Treasurer	0	0	64774	Year
North Muskegon	3786	Treasurer	0	0	51316	Year
Lowell	3783	Treasurer	0	59988	0	Year
Gaylord	3645	Treasurer		0	21	Hour
Romeo	3596	Treasurer		0	29612	Year
Essexville	3478	Treasurer	36468	45206	45206	Year
Durand	3446	Treasurer	0	0	55000	Year
Blissfield	3340	Treasurer			39750	Year
Bad Axe	3129	Treasurer	0	0	18	Hour
Manistique	3097	Treasurer	0	0	32500	Year
Vassar	2697	Treasurer		0	39390	Year
Sandusky	2679	Treasurer	0	0	16500	Year
Clio	2646	Treasurer	0	0	46371	Year
Pottsville	2617	Treasurer	46904	46904	0	Year
Croswell	2447	Treasurer	37634	0	51920	Year
Munising	2355	Treasurer	0	44250	44250	Year
East Jordan	2351	Treasurer			41200	Year
Clinton	2336	Treasurer	0	25	0	Hour
Bridgman	2291	Treasurer	0	0	48900	Year
Perry	2188	Treasurer	47347	0	0	Year
Manchester	2091	Treasurer	20	0	0	Hour
Constantine	2076	Treasurer	0	0	3500	Year
Shelby	2065	Treasurer	13	13	0	Hour

Saint Charles	2054	Treasurer	15	15	0	Hour
Kalkaska	2020	Treasurer	0	0	19000	Year
Lawton	1900	Treasurer	0	0	4500	Year
Marlette	1875	Treasurer		0	17	Hour
Goodrich	1860	Treasurer			26559	Hour
Berrien Springs	1800	Treasurer		0	9366	Year

MML Wage & Salary Survey - Clerk Only (2,000-20,000 population)

Municipality	Population	Position	Min	Max	Actual	Basis
Trenton	18853	Clerk	48675	64900	0	Year
Hazel Park	16422	Clerk			58442	Year
Mount Clemens	16314	Clerk		0	65681	Year
Grandville	15378	Clerk	51480	66999	67002	Year
Owosso	15194	Clerk	61106		64204	Year
Traverse City	14674	Clerk	67032	87143		Year
Harper Woods	14236	Clerk	13	18	18	Hour
Woodhaven	12875	Clerk	0	0	65998	Year
Rochester	12711	Clerk	0	0	61463	Year
New Baltimore	12084	Clerk	42136	0	54621	Year
Clawson	11825	Clerk	53602	69512		Year
Niles	11600	Clerk	0	0	25	Hour
Ionia	11394	Clerk		0	9000	Year
Coldwater	10945	Clerk	0	0	47045	
East Grand Rapids	10694	Clerk	45949	58642	57699	Year
Howell	9489	Clerk	0	0	62731	Year
Plymouth	9132	Clerk	0	0	37	Hour
Charlotte	9074	Clerk	57305	68365	0	Year
Saline	8810	Clerk	54598	70977	54598	Year
Albion	8616	Clerk	0	0	45000	Year
Tecumseh	8521	Clerk	0	0	58947	Year
Hillsdale	8305	Clerk	0	0	7435	Year
Mason	8252	Clerk			50751	Year
River Rouge	7903	Clerk	17500	17500	17500	Year
Saint Johns	7865	Clerk	0	0	65286	Year
Three Rivers	7811	Clerk	0	0	38570	Year
Grand Ledge	7786	Clerk	43681	56785	0	Year
Houghton	7708	Clerk	27	27	0	Hour
Saint Louis	7482	Clerk	0	0	46540	Year
Brighton	7444	Clerk	0	0	76482	Year
Hudsonville	7116	Clerk	40624	51211		Year
Marshall	7088	Clerk		0	42873	Year
Ishpeming	6470	Clerk		0	45668	Year
Northville	5970	Clerk		0	57949	Year
Swartz Creek	5758	Clerk	0	0	55178	Year
Richmond	5735	Clerk	0	0	54559	Year
Rockford	5719	Clerk	0	0	66555	Year
Zeeland	5504	Clerk	53651	69746	62296	Year
Davison	5173	Clerk		0	45247	Year
Gladstone	4973	Clerk	0	0	50673	Year
Negaunee	4568	Clerk	0	0	46614	Year
DeWitt	4507	Clerk		0	59682	Year
South Haven	4403	Clerk	0	0	48880	Year
Wayland	4079	Clerk	0	0	50142	Year

Lathrup Village	4075	Clerk	0	0	3310	Month
Dexter	4067	Clerk	80	80	80	Meeting
Otsego	3956	Clerk		0	51785	Year
Plainwell	3804	Clerk	0	0	46400	Year
North Muskegon	3786	Clerk	0	0	48593	Year
Lowell	3783	Clerk	46426	0		Year
Gaylord	3645	Clerk		0	27	Hour
Romeo	3596	Clerk		0	49218	Year
Cedar Springs	3509	Clerk	42781	49198	45079	Year
Essexville	3478	Clerk	36468	45206	45206	Year
Oxford	3436	Clerk	0	0	45000	Year
Blissfield	3340	Clerk			40625	Year
Middleville	3319	Clerk	15	15	15	Hour
Franklin	3150	Clerk	0	0	47112	Year
Bad Axe	3129	Clerk		0	42162	Year
Clare	3118	Clerk			36982	Year
Manistique	3097	Clerk	0	0	30000	Year
Lake Orion	2973	Clerk	0	0	29	Hour
Norway	2845	Clerk	0	0	56706	Year
Vassar	2697	Clerk		0	44157	Year
Sandusky	2679	Clerk	0	0	42740	Year
Clio	2646	Clerk	0	0	37500	Year
Potterville	2617	Clerk	29000	29000	0	Year
Pleasant Ridge	2526	Clerk		0	55633	Year
Charlevoix	2513	Clerk	0	0	40728	Year
Croswell	2447	Clerk	38098	0	52395	Year
Montague	2361	Clerk	45243	58816	54745	Year
Munising	2355	Clerk	0	0	50800	
East Jordan	2351	Clerk			45320	Year
Bridgman	2291	Clerk	0	0	40100	Year
Jonesville	2258	Clerk	32354	46080	41963	Year
Perry	2188	Clerk	40149	0	0	Year
Manchester	2091	Clerk	49648	0	0	Year
Constantine	2076	Clerk	0	0	3500	Year
Shelby	2065	Clerk	14	14		Hour
Saint Charles	2054	Clerk	19	19	0	Hour
Kalkaska	2020	Clerk	0	0	26520	Year

MML Wage & Salary Survey - Treasurer Only (2,000-20,000 population)

Municipality	Population	Position	Min	Max	Actual	Basis
Trenton	18853	Finance Director or	72802	89237	0	Year
Hazel Park	16422	Finance Director or Controller			10600	Month
Owosso	15194	Finance Director or Controller			42	Hour
Clawson	11825	Finance Director or	0	0		Year
Sturgis	10994	Finance Director or	0	0	80578	Year
Plymouth	9132	Finance Director or	0	0	43	Hour
Hillsdale	8305	Finance Director or	0	0	64509	Year
Grand Blanc	8276	Finance Director or	0	0	58540	Year
Iron Mountain	7624	Finance Director or	0	0	55723	Year
Brighton	7444	Finance Director or	0	0	80579	Year
Marshall	7088	Finance Director or Controller		0	65000	Year
Ishpeming	6470	Finance Director or	0	0	50000	Year
Swartz Creek	5758	Finance Director or	0	0	54150	Year
Rockford	5719	Finance Director or	0	0	73555	Year
Fremont	4081	Finance Director or	0	0		Year

MML Wage & Salary Survey - Finance Director/Treasurer Only (2,000-20,000 population)

Municipality	Population	Position	Min	Max	Actual	Basis
Mount Clemens	16314	Finance Director/Treasurer		0	77122	Year
Grandville	15378	Finance Director/Treasurer	70495	91644	81062	Year
Traverse City	14674	Finance Director/Treasurer	72060	93677	0	Year
Harper Woods	14236	Finance Director/Treasurer	0	0	83294	Year
Woodhaven	12875	Finance Director/Treasurer	0	0	80330	Year
Rochester	12711	Finance Director/Treasurer	0	0	62693	Year
Niles	11600	Finance Director/Treasurer	0	0	39	Hour
Ionia	11394	Finance Director/Treasurer		0	44	Hour
Coldwater	10945	Finance Director/Treasurer	0	0	81500	
East Grand Rapids	10694	Finance Director/Treasurer	72607	92666	76315	Year
Howell	9489	Finance Director/Treasurer	0	0	73130	Year
Charlotte	9074	Finance Director/Treasurer	55102	73483		Year
Saline	8810	Finance Director/Treasurer	68245	88720	75924	Year
Albion	8616	Finance Director/Treasurer	0	0	63000	Year
Mason	8252	Finance Director/Treasurer			67526	Year
Grand Ledge	7786	Finance Director/Treasurer			80	Hour
Saint Louis	7482	Finance Director/Treasurer	0	0	72050	Year
Hudsonville	7116	Finance Director/Treasurer	55299	71100		Year
Manistee	6226	Finance Director/Treasurer	0	0	75607	Year
Northville	5970	Finance Director/Treasurer	0	0	84656	Year
Richmond	5735	Finance Director/Treasurer	0	0	58902	Year
Zeeland	5504	Finance Director/Treasurer	75036	97547	89690	Year
Allegan	4998	Finance Director/Treasurer	0	0	66997	Year
Gladstone	4973	Finance Director/Treasurer	0	0	45765	Year
South Haven	4403	Finance Director/Treasurer	0	0	70033	Year
Wolverine Lake	4312	Finance Director/Treasurer		0	55150	Year
Wayland	4079	Finance Director/Treasurer	0	0	53317	Year
Dexter	4067	Finance Director/Treasurer	0	0	66398	Year
Otsego	3956	Finance Director/Treasurer		0	68459	Year
Plainwell	3804	Finance Director/Treasurer	0	0	23	Hour
Cedar Springs	3509	Finance Director/Treasurer	51214	58896	47500	Year
Clare	3118	Finance Director/Treasurer			51771	Year
Lake Orion	2973	Finance Director/Treasurer	17	19	19	Hour
Norway	2845	Finance Director/Treasurer	0	0	63139	Year
Whitehall	2706	Finance Director/Treasurer	22932	71384		Year
Charlevoix	2513	Finance Director/Treasurer	0	0	63000	Year
Montague	2361	Finance Director/Treasurer	53387	69403	69403	Year
Jonesville	2258	Finance Director/Treasurer	40192	57243	55538	Year
Morenci	2220	Finance Director/Treasurer	0	0	35505	Year

Swartz Creek City Council Budget Primer – Fiscal Year 2015

I. Why Do We Budget?

- A. **CHARTER** Preamble: “We, the people of the City of Swartz Creek, grateful to God for the blessings of freedom, peace, health, safety and justice, and desirous of further securing these blessings to ourselves and our posterity, and to provide for the public peace and health and for the safety of persons and property, do hereby ordain and establish this charter for the City of Swartz Creek.”
- B. The city is a creature of the state and is responsible for ‘**HOUSEKEEPING**’ activities. These activities are as much a part of our business as basic service provision. On behalf of other entities, the city collects taxes and holds elections. In order to collect taxes, the city must assess property. In order to assess property, we must record and document all property features and changes. In order to administer such processes, there must be a transparent and public governing body. In essence, even if the city did not provide one direct service (police, fire, parks, etc.), the city would still need to maintain the council, clerk (for elections as well as record keeping), treasurer, assessor, and building officers. I refer to these as the ‘housekeeping’ offices that exist to support the essential services of the county, city, school, and other authorities.
- C. Attaining the **VISION** of the community by providing services and amenities that the private sector and others cannot fulfill. Like a large scale home owners association, the city formed a charter to provide a higher quality of life through the provision of police, fire, street, recreation and other services. The community allocates such resources and elects the city council to set the priority, scope, and scale of such services each year. The budget is the mechanism by which this occurs.

II. How Will This Process Work?

- A. City tour and master plan (read this!). We will, as a council, go over the city’s vision or ‘reason for being’ by literally taking a journey through our community. We do not have any official vision statement or operational mission statement, but the master plan is pretty clear on describing what the city wants to be when it grows up. This will happen in April 7th.
- B. The plan and tour will provide the two crucial points of knowledge for our road map journey. We will know where we want to be through an understanding of the vision (e.g. quality neighborhoods), and we will know where we are (roads are in bad shape and are stressing neighborhoods in a critical fashion). With our point of origin and destination known, we plan our journey. This will be ongoing and will begin on April 7th.
- C. We will now budget our figurative trip. Some things are routine, like our housekeeping activities. However, how some parts of the journey are paid for is still unknown (roads). This is the phase of the budgeting process where staff gets very involved to provide specific information on an on-going basis about the alternates and options to connect the dots on

our road map. Extensive deliberation will ensue concerning the details of sewer lining projects, waste revenue shortcomings, staffing for our DPW, and much more. These conversations will occur on the 14th and later meetings as needed.

- D. Once revenue and expense intentions are agreed upon, a budget will be set and adopted. This means that staff understands the will of the city council and will do its best to execute those intentions throughout the fiscal year. As always, the budget is a guide and will be subject to amendments as circumstances change. Sometimes, the only thing we will be able to plan for will be a process, one that will lead to a future budget decision (again, the issue with the roads could be such a process with an unknown array of options).

III. What Is the Budget Status?

- A. General Fund (101): Better than last year. We are not sure exactly where the levy revenue will fall, including the special assessment for public safety. It is anticipated that we will be within 1% of the actual revenues from last year. Some revenues may go to the DDA (Meijer & Cage had notable increases). There may still be appeals filed as well.
 - 1. Good news: The SAD will bring in a substantial amount of funds to support public safety and allow the general fund to go back to supporting other services instead of supplying emergency funding to public safety (e.g. all general fund support was removed from local streets to ensure 24/7 police coverage). The amount will likely be in the mid \$600s. Revenue sharing is expected to be stable and/or slightly increase. Good stuff.
 - 2. Bad news: Taxable values, if they go up at all, are still not keeping up with inflation. Most of staff will get a 2% increase this fiscal year based upon existing contracts. Commodities, including energy, continue to rise. The city also has a lot of deferred maintenance that needs to be caught up on in the coming years; including a DPW roof, police vehicles, a potential fire apparatus, etc. These will certainly impact the general fund.
 - 3. Notable changes: The city may realize SOME savings by consolidating the finance director position (\$30,000). The impact of the consolidated building department is not known. Special item expenditures, such as the paving grant, will be pushed into the next budget year (~\$180,000).
 - 4. Expected impact: This is mixed. The current operating deficit (today), without special items like the paving grant is about \$250,000. We can expect this figure, with increases due to inflation, to translate to our next fiscal year. In addition, we will be hiring two new police officers and a part time assistant for the police department. This would put the operating deficit close to \$500,000. The SAD can offset this and still provide \$100,000. However, providing essential support to other funds (like local streets and waste) could consume all of this. If the council continues with special projects, such as the paving project, equipment purchases, and deferred maintenance, we could still be looking at a deficit of \$250,000 (next year). Now, there may be savings found elsewhere, as well as additional revenues (water tower lease, building fees, etc.). Such

new revenues or realized savings from finance and building services could prove to be a big boon, but we cannot count on those. In fact, there may be additional (quasi-emergency) needs to support damage from the winter storm on trees and streets. The bottom line is, let's approach this with the worst of expectations.

B. Streets (202 & 203)

1. The fund balance for major streets is adequate, even for the expected improvements on Miller Road. Expenses here ebb and flow based upon capital needs. We should be in a good position to manage and balance this fund, even with the winter that we have had. The downside is that we cannot provide for optimal asset management with the current funds. This means that we cannot afford to carry out preventative maintenance as required (e.g. a slurry seal on Seymour Road before subsurface damage is realized) and carry out snow/ice duties and capital investment.
2. Local streets are in big trouble. As noted above, there is not enough in major streets to transfer to local streets to support even basic operations. As we discussed, the revenues here are about \$100,000 and expenses are \$150,000, just for the basics. A general fund transfer on a sustainable basis, as noted above, is one solution. Service cuts are another solution. Ultimately, there is not a good funding source for local streets, and we have not even begun the conversation about road replacement.

C. Waste Fund (226): This fund is also in trouble. Its revenues will be roughly \$300,000 and expenses will top out at \$450,000. Most expenses relate directly to the waste contract and wood chipping. Street sweeping services and public garbage collection in the parks and downtown are included. There is also a fair amount of administrative expenses that are taken out for the city hall debt service and 'housekeeping' activities that are related to executing the waster programs. I think this fund can be saved, but it may require both a look at the levy and removal of waste fund expenses to the 'housekeeping' departments. As noted below, this fund supports 25% of the city hall debt. This could probably come down.

D. Drug Enforcement Fund (265): This is the fund the city uses to support the Fling Area Narcotics Group position that the city had and any agency dues. The sources are either the general fund or forfeitures that the group receives. The amount is about \$8,000 annually. While forfeitures have supported this in some years, we should assume it will be the general fund.

E. City Hall Debt (350): This is the fund we support the city hall debt service from. The city has transferred in about \$80,000 annually from the general fund (25%), garbage fund (25%), water fund (25%), and sewer fund (25%). This is business as usual. The only change here may be a lower allocation from the garbage fund. We shall see.

F. Capital Projects Fund (401): There are many line items under this fund, which was created to track special projects. I think we are going to look to get away from this system of tracking road and development projects in this fashion. It is a bit complicated.

G. Fire Equipment Fund (402): This fund sees almost no activity. Changes are not proposed. However, the fire department is moving forward with a request for proposal process on a substantial purchase. At some point in the near future, the city will likely be asked to contribute to a rather large piece of equipment, with the city's share ranging from \$100,000 to \$300,000.

H. Water and Waste (590 & 591)

1. The water fund is doing well. Operations are sustained. The only big question is whether usage and rates will support capital maintenance and improvements. We anticipate aggressive replacement of hydrants and valves in the next decade, along with main replacement as needed. I expect most of the hydrant and valve work can be done in-house if we can maintain appropriate staffing levels. This will require some additional revenues, but the changes should be nominal given the impact on the fund. The bigger question concerns the costs to belong to the new water authority and the Detroit system simultaneously in the coming years. We also expect a rate increase from WWS this July.

2. The sewer fund may need a bit of tweaking this year to accommodate rate increases from the county. We transport our sanitary sewer into their system for collection to the county treatment facility. Increases in operational expenses due to inflation, new MDEQ regulations, and charges for inflow/infiltration have created new charges to the city (all cities). This has stressed the cash flows. However, fund balance is very high. This is good since there may be a major lift station repair and ongoing system upgrades to line collection pipes and man holes.

I. Motor Pool Fund (661): This fund is also in a bit of trouble, at least for the current year. Generally, this fund has been observing about \$150,000 of revenues and something similar +10% in expenses. This year, the fund has many allocations, making it alarmingly unsustainable.

The purpose for this fund is rather interesting, and its funding source is very unique. For the most part, the motor pool is supported by payments from all of the city's funds that use equipment. This contribution is based upon a rental rate. For example, if the water department uses an excavator for 4 hours, the water fund may be charged \$320 dollars for usage at \$80/hour. While this has obvious costs to the city up front, the beauty of the system is that the city gets to spend that money again from the motor pool in the form of fleet maintenance, building maintenance, and replacement equipment (I call this the use once, spend twice phenomenon).

The problem recently has been based on a couple issues. The first is that lower charges were used for equipment rental, resulting in lower revenues to the motor pool despite ongoing wear-and-tear. The second is a result of low staff levels, which have resulted in higher rates of contracted services for wood chipping, excavating, and snow removal. When the city pays for equipment to be used by a contractor, that contribution is gone forever (often these rates are higher than our own!). In-house rentals result in new revenues for the motor pool (the use once, spend twice phenomenon).

The solution? Rental charges that better reflect usage realities and in-house use of equipment that we own. Some questions that still need to be answered are whether the city should be owning certain pieces of equipment to begin with. For example, I believe the city will always need an excavator and if that is the case we should pay ourselves for excavating and not pay a contractor. However, does the city need to stay in the wood chipping or street sweeping business?

IV. Tour Itinerary (street and curbside visits only; no structural inspections are planned due to time constraints)

- A. Civic Center area and downtown lots on Paul Fortino Drive
- B. DPW garage
- C. Third Street property
- D. Raubinger Road property
- E. Miller Road to Dye
- F. Elms Park
- G. Heritage Village & vacant land
- H. Sports Creek Raceway
- I. Cappy Lane lift station
- J. Village streets & Winshall Park
- K. Winchester Woods lots
- L. Cedar Creek
- M. Brown Road facility (time permitting)
- N. Council choice locations