

**City of Swartz Creek  
AGENDA**

**Regular Council Meeting, Monday, October 13, 2014, 7:00 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. **MOTION TO APPROVE MINUTES:**
  - 4A. Council Meeting of September 22, 2014 MOTION Pg. 22
5. **APPROVE AGENDA:**
  - 5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
  - 6A. City Manager's Report (Agenda Item) MOTION Pg. 2
  - 6B. Genesee County Hazard Mitigation Plan Memo (Agenda Item) Pg. 38
  - 6C. September DPS Report Pg. 39
  - 6D. September Check Register Pg. 45
  - 6E. September Police Report Pg. 50
  - 6F. September Building Report Pg. 55
  - 6G. Amended Supervisors Agreement (Agenda Item) Pg. 64
  - 6H. Extension of Fine Arts Association Lease of Amphitheater (Agenda Item) Pg. 98
  - 6I. Drain Ordinance Draft Pg. 99
  - 6J. Illicit Discharge Ordinance Draft Pg. 124
  - 6K. Rental Inspection Ordinance Draft Pg. 135
  - 6L. Comcast Update Pg. 142
  - 6M. Republic Contract & Amendment (Agenda Item) Pg. 143
  - 6N. Police Shared Services Agreement (Agenda Item) Pg. 159
  - 6O. Year-end Adjustment Financial Report Pg. 161
  - 6P. Hazard Mitigation Plan (Agenda Item) CD
7. **MEETING OPENED TO THE PUBLIC:**
  - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
  - 8A. Genesee County Hazard Mitigation Plan Adoption RESO Pg. 12
  - 8B. Supervisors Agreement Amendment RESO Pg. 13
  - 8C. Extension of Fine Arts Association Lease of Amphitheater RESO Pg. 13
  - 8D. Republic Services Contract Extension RESO Pg. 19
  - 8E. Police Shared Services Agreement (Agenda Item) RESO Pg. 19
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

**City of Swartz Creek**  
**CITY MANAGER'S REPORT**  
Regular Council Meeting of Monday, October 13, 2014 - 7:00 P.M.

**TO:** *Honorable Mayor, Mayor Pro-Tem & Council Members*  
**FROM:** Adam Zettel, City Manager  
**DATE:** October 7, 2014

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**OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS**

✓ **GOLF COURSE TAX APPEAL (Update)**

At the request of the owner's legal representative, I ordered the city attorney to send the owner a request to remove themselves from the appeal that was filed with the Michigan Tax Tribunal. Since the previous owner has no horse left in the race, this should make this entire problem go away. However, until we have notice that they have officially withdrawn, we must assume they intend to see the appeal through.

✓ **RACEWAY TAX APPEAL (No Change of Status)**

Here is another one. The harness racing industry is struggling, but they still have 108.5 acres at a signalized intersection with I-69. Their appeal information is as follows:

2014 Taxable: \$904,200  
2014 Taxable (requested): \$250,000

If the city agrees that non-residential land on Morrish Road off of I-69 is valued at less than \$4,700 per acre, assuming the improvements had no value, then we have very large problems indeed. (Note that we would assume no such thing in any case).

Like the golf course, this property keeps appealing. I believe such businesses will do so, beyond absurdity, until it is clear the city is resisting.

✓ **DOWNTOWN PARKING LOTS (Update)**

The scrap tire grant work is completed, and we submitted all pay requests to the state via email and post by September 30<sup>th</sup> for a full accounting of the project. The Community Development Block Grant portion of the work is expected to start soon and be completed in October. The CDBG fund allocation was approved by Genesee County.

✓ **STREETS (See Individual Category)**

**MILLER ROAD RESURFACING PROJECT (Update)**

OHM is moving forward with designs for Miller Road in accordance with the council resolution. We will not hear much more about this project until bids are released in March.

In related news, the city must either separate preliminary engineering (road plans) from construction engineering (onsite supervision), or we must contract with a

separate engineering company to mitigate any conflicts that arise out of construction. We are looking at both options and will have a solution for the council soon.

**LOCAL STREET PLAN (Update)**

Rowe is nearing completion of their initial findings. I expect they will be in soon to give a report to the council. Once that is done, a public outreach plan can be implemented to get input on how best to proceed.

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

**SEWER REHABILITATION PROGRAM (Update)**

Liqui Force has finished relining and videotaping the sewers. We are awaiting their recommendation for future projects. At first glance, it appears that the Miller Road main that was inspected is in pretty good shape.

**BEAR CREEK SANITARY SEWER AGREEMENT (Update)**

I have been working with Genesee County Water and Waste to find a solution for the Bear Creek subdivision that is currently on the city's system. We can remove them from the system and force them to find an alternate solution (not likely given the nature of essential services), we can negotiate a new contract for sewage collection, or we can sell a section of the Morrish Road main to GCWWS to operate and maintain as a multi-jurisdictional line. This last option has some appeal, since the city would keep the customers on that line. We are working to see which option we will look to recommend based upon the long term interests of the city.

**KWA (No Change of Status)**

The KWA water pipeline project is currently under budget and on schedule. We should be online in 2016. The bad news is that the Detroit water authority is hammering Genesee County for the last two years of system use in terms of rates, as well as any potential for a system backup after the KWA is online. Rates have been set, and they are unpleasant. I expect to have a new rate proposal for the city council at the next meeting for both water and sewer so that these increases do not empty the fund balance for water and sewer. It is likely that we will lose money for a quarter or two before new rates can be implemented, but both funds should be able to accommodate that loss so that the burden is lessened on the system users.

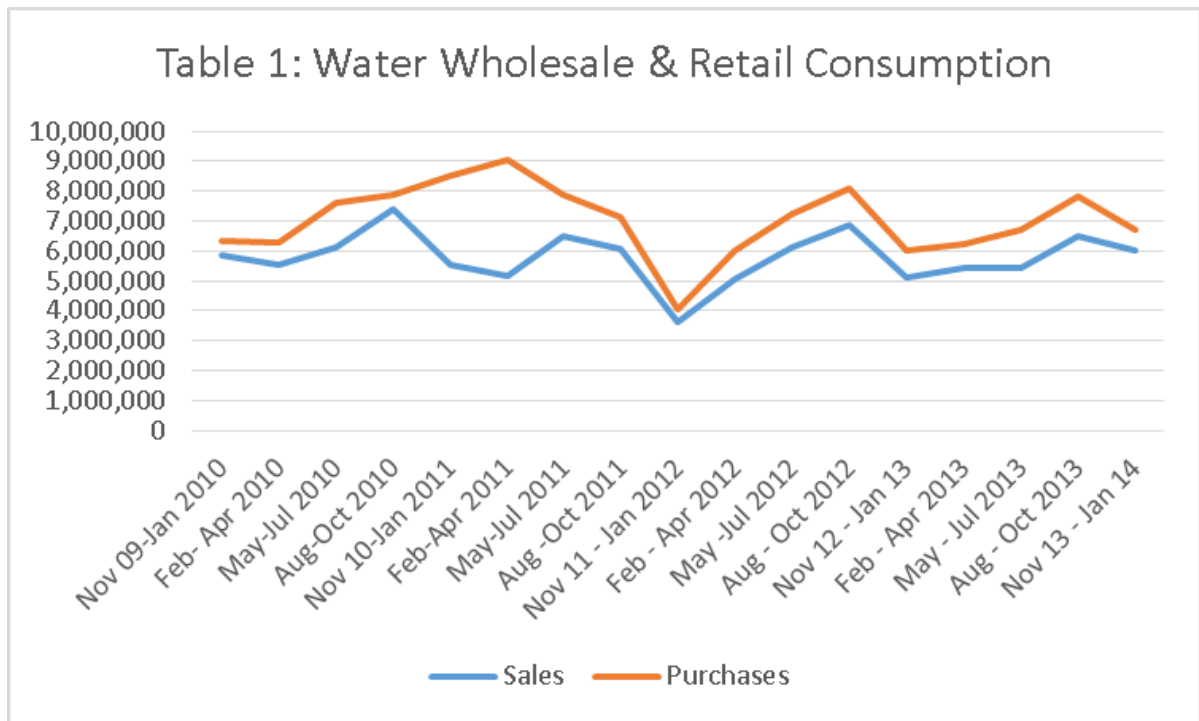
**STORM SEWER (Update)**

We have two ordinances included in this week's packet for preliminary review by council members. These are required by the state Department of Environmental Quality via the Genesee County Drain Commission. Like similar ordinances in the past related to industrial pretreatment, there is not much wiggle room here. However, going over the ordinances, I do not feel there is anything unreasonable in the requirements to permit storm water improvements and enforce illicit discharges. Tom has been working with staff from the state and GCDC for months on these. I believe we can adopt them as is, repealing our own storm water ordinance, without compromising our police powers or public safety.

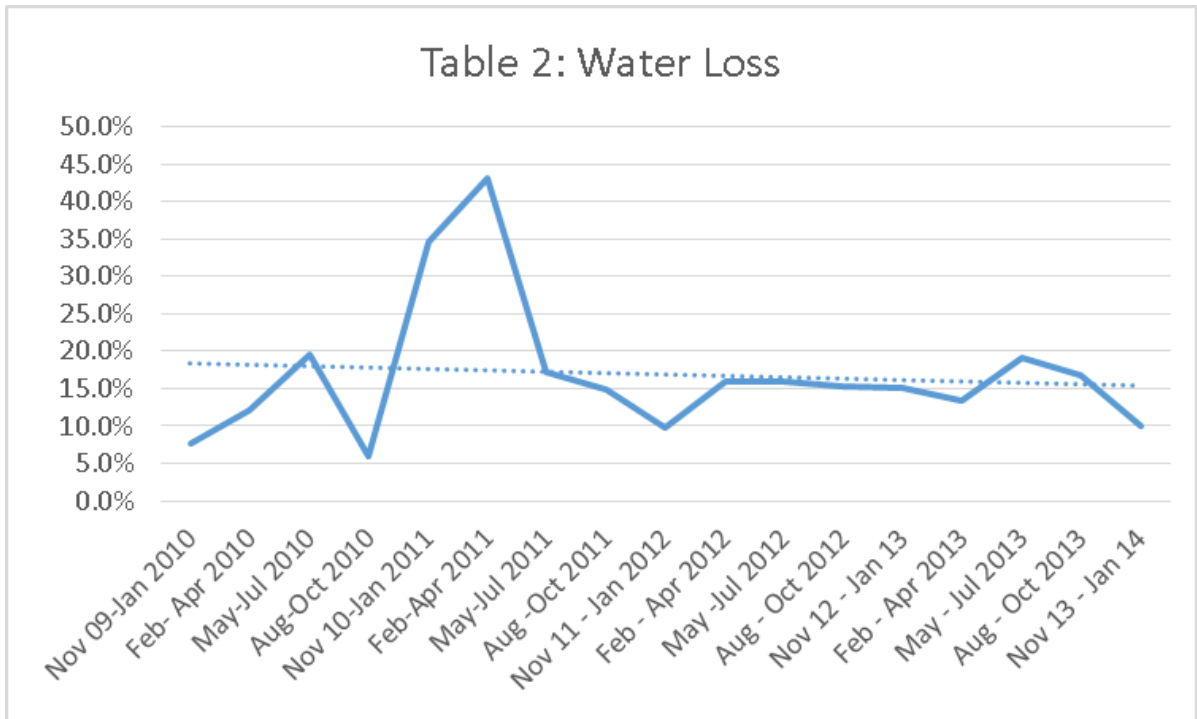
**WATER LOSS (Update)**

I have been taking a look at the city's water loss with staff. Water loss refers to the water that is purchased wholesale from the county but never sold to an end user/customer from the city. This is water that is lost to water main breaks, undetected leaks, theft, faulty meters, and hydrant use/flushing. Most water systems function with 10-12% water loss, and this is an accepted industry standard. I have concerns that our water loss is climbing to unacceptable levels.

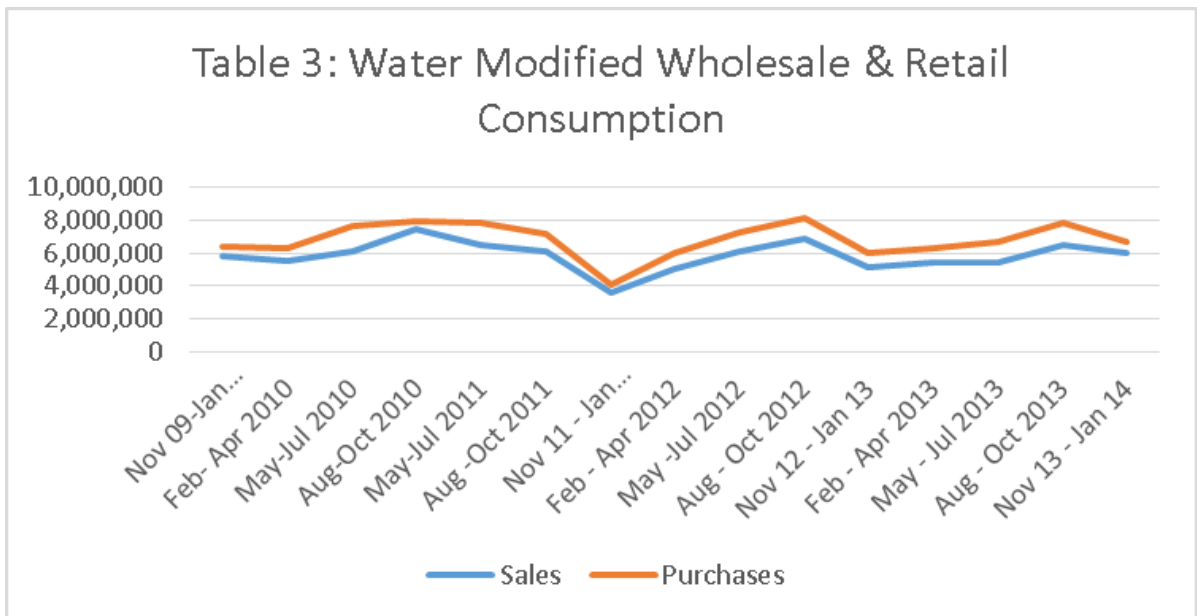
To illustrate what our concerns are, I have created some figures. Table 1 shows the quarterly purchases from the county compared to the retail sales. The separation between the two lines is our water loss. This gap should be as small as possible. A large gap indicates a problem. As you can see, the gap is tremendous during two quarters in 2011. I am told there were a series of large water main breaks during this time. However, what we are really looking for here are three trends that indicate more systemic problems: 1. Upward trending purchases 2. Downward trending sales, 3. A widening of the gap between the two over time.

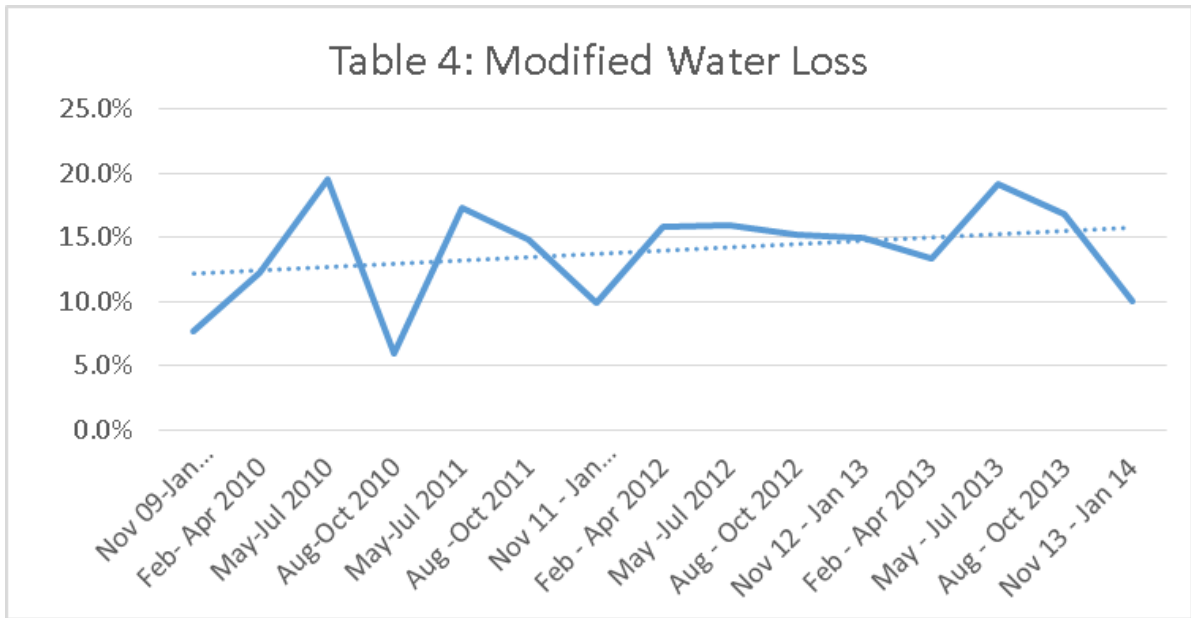


Based upon this chart and the accompanying water loss percentage chart (Table 2), the city is trending in the right direction. Though water loss is numerically high on average, one can deduce that it is largely due to the two quarters of main breaks, with the trend line indicated a return to the acceptable range.



With that in mind, I removed those two high quarters and took a look at the data without those outlying events. What we found is still disturbing. The new data indicate that purchases are stable over time, but sales are slightly decreasing. This is evidenced by the trend line (linear regression) on Table 4. What we see here is a classic rise from acceptable levels around 12% in 2010 to near 16% in 2014. There is a problem. Financially, this can be quite impactful. If water loss approaches 20%, the city may be losing well over \$75,000 annually beyond acceptable standards.





What is likely causing the loss? Causes for water loss were listed above, and I suspect all of them are at play in our community. However, what is causing the gradual increase? It is unlikely that system-wide theft is the issue. Though bills have been going up all over south east Michigan and theft may be more likely, I would expect this trend to be observable in other communities if it were a large scale problem. That does not appear to be the case.

Could it be one or more leaks? Maybe, but such leaks are typically accounted for in the 10% water loss figure. A large leak or set of leaks is usually apparent. However, underground leaks near the creek or a sewer outlet can go unnoticed because the water can drain right into an outlet without coming to the surface. We have visually inspected storm water outfalls into the creek and other problem areas and continue to be on the lookout. Nothing unusual has been observed. Leak detection of a more sophisticated nature is possible by contracted service, however, this option is expensive so we are holding off until other avenues are eliminated.

Hydrant flushing and fire department use? Though this water certainly goes unmetered, there are no known changes in practices that would indicate more water loss. Just to be safe, we intend to meter usage at the fire department to gauge how much water is used for training and other purposes.

Faulty meters? This is where we are focusing our efforts. The city is billed water at incoming meters on east Miller, north Elms, and north Morrish Roads. Outgoing water is then deducted from our wholesale purchases on Hill and Miller Roads on the west end. If the incoming meters are reading high, this would be a problem. However, this is unlikely based on meter technology and the stability of our water purchases. Could the outgoing meters be reading low? It's possible, and we are working with the county to test all meters. In addition to auditing large accounts for billing irregularities, we are also replacing and/or testing meters on our large users (GM, schools, & large retailers).

General Motors water usage has dropped much over the years. This was expected due to the massive reduction in occupancy (office), industrial efficiencies, and the overall workforce changes. For that reason, the reduction was not raising a red flag. However, the meter is old and they are our largest user. It is possible that a failing meter could account for a few percentage points of water loss city wide.

We will continue to monitor water loss and look into its causes. If we are not successful, we may need to seek outside assistance to begin a leak detection program. I will keep the council informed.

\*Note that water loss figures will appear to fluctuate even under ideal circumstances based upon the timing of the meter reads by the county and city. That is why the trend line is viewed as a more suitable measure than the most current water loss figure.

✓ **PERSONNEL: POLICIES & PROCEDURES (Update)**

I have taken some best practice policies from our own collection and from across the state and have created a working document. I will need time to compare this against our collective bargaining agreements, the desires of department heads, and our legal counsel.

✓ **CITY PROPERTY, 4438 MORRISH ROAD & 5017 THIRD STREET (Update)**

The demolition of the Morrish Road house and the Third Street house are complete. There are no issues or irregularities to report.

✓ **SHARED SERVICES, POLICE DEPARTMENTS (Update)**

We have been kicking a draft agreement around between the city and township for a couple weeks. Our intention is to keep the arrangement simple. As with the building services, we want the township to provide personnel to oversee specific duties as an official of the city.

It appears Mundy is interested in hiring our own Chief Clolinger for the duration of the merger study. While employed with Mundy, we intend to pay the township to have Clolinger provide part time (half time) police chief services in the city. They are willing to do this for the cost of \$37,500 annually. In the meantime, Lieutenant Bade will be working more day hours to supplement the administrative service. This will allow him to learn from the Chief to better prepare him for succession to that position, should it be necessary.

The hope is that, within a year or so, we will know whether we are hiring/promoting a chief or moving forward with the merger. At that point, this agreement would go away in lieu of status quo chief services or a new authority.

I believe this agreement does everything we need it to do. If we don't like it, we can walk away pretty easily. I recommend we approve this at the meeting to ensure there are no hiccups as we enter November.

✓ **SPRINGBROOK EAST & HERITAGE – VACANT LOTS (Update)**

Following are issues pending for the three Associations:

SPRINGBROOK COLONY	SPRINGBROOK EAST	HERITAGE VILLAGE
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No outstanding issues	No outstanding issues	Transfer water, sanitary sewer, storm sewer, streets to city and seek solution for 4 vacant lots owned by city.
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Two units have sold already and are under construction. At some point next year, the city council should look at what to do with the funds in excess of the city's input that we are getting for these units.

I have also been in communication with the counsel of Heritage Village. On August 19<sup>th</sup>, the home owners association resolved to transfer described rights of ways, including utilities to the city. It appears that adequate surveys and language exist for the dedication, and there is also language included about storm drainage (collection system, pond system, and transmission system).

✓ **MEIJER COMMUNITY DONATION** *(No Change of Status)*

I am looking for a new contact at Meijer. Perhaps a recognition of their donation, along with all of the other grant and façade work is appropriate in the near future.

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

I suggest we delay any sales or negotiations until a 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.

✓ **NEWSLETTER** *(Update)*

The next newsletter is forming. Topics include the police department updates, sidewalk maintenance for the winter months, and the street rehabilitation plan. Mr. Mayor, we could use a column from you! 😊

Also, we have the option to save some money (\$600-\$800) by submitting the newsletter with the winter tax bills in December. The downside is that doing so cuts our message in half (this service is limited to one two sided page), and the delivery would be about a month behind, missing some key late fall/early winter information. If council members have a preference, I would like to know. I am still leaning towards a four page newsletter in early November, despite the added cost. It would allow us to get the word out in a more timely manner regarding the street plan, sidewalks, and police services.

✓ **UTILITY RATES** *(Update)*



Unpleasant as it is, the new rates are in effect and will be on the January bills. Mr. Svrcek is looking to assist users with leak detection and monitoring to save on usage and money for all parties. In the meantime, we look forward to the KWA water treatment facility coming online as soon as possible.

✓ **RENTAL REGISTRATION AND INSPECTIONS (Update)**

A draft is attached. Please take a careful look and let myself and the council know of any concerns, additions, and irregularities. I still need to run this by staff to ensure we have a manageable administrative process to accommodate this change in a timely fashion.

✓ **WINSHALL PAVILION (Update)**

The damaged roof was removed. It's a start....

✓ **OTHER COMMUNICATIONS & HAPPENINGS (Update)**

❑ **MONTHLY REPORTS (Update)**

The September police, DPS, building, and check reports are in. Juanita also included a special financial report indicated a couple of year-end adjustments. We can field questions on this if any arise.

✓ **BOARDS & COMMISSIONS (See Individual Category)**

❑ **PLANNING COMMISSION (Update)**

An application has been submitted to place a medical marijuana dispensary in the Carriage Plaza on the west end. This is a special land use that went before the planning commission on October 7<sup>th</sup>. Based upon the current submission, the dispensary was recommended for denial. The planning commission, opting to enable the petitioner to modify their application, voted to postpone/continue this case pending another submission.

Conceptual plans have been submitted for the old Marathon site. However, there are some very practical concerns that require a closer look before a complete set of plans is ready. I expect this will push the project back to at least November for a planning commission review. Stay tuned.

Robert Florine was appointed to the planning commission secretary position.

❑ **DOWNTOWN DEVELOPMENT AUTHORITY (Update)**

The DDA met on October 9<sup>th</sup> to do some visioning for the next year.

❑ **ZONING BOARD OF APPEALS (Update)**

Nothing to report.

❑ **PARKS AND RECREATION COMMISSION (Update)**

We have started working on the scope for the Elms Park Recreation Passport Grant.

Once looked at again by the city attorney, the parks and recreation commission will make recommendation on a new park ordinance and set of rules.

❑ **BOARD OF REVIEW** (*No Change of Status*)

The board of review met on July 23<sup>rd</sup>. Two petitioners presented. The board also requested the appointment of an alternate member. The state encourages this for practical reasons. The first is the need to ensure the presence of at least two members out of the three appointees. The second is to begin training of potential permanent members for what is considered a specialized position.

The charter limits the board to three, but the city attorney believes that alternates are permissible as long as the acting board is not comprised of more than three members at any time. With that said, staff recommends the appointment of another qualified board member to serve as an alternate.

## **NEW BUSINESS / PROJECTED ISSUES & PROJECTS**

✓ **GENESEE COUNTY HAZARD MITIGATION PLAN AMENDMENT** (*Resolution*)

This is a very big document that covers a range of threats and responses throughout Genesee County. It includes Swartz Creek and has for some time. The county amended this plan most recently on September 24, 2014, and they are asking us to do the same. There are many reasons to do so, the foremost being the support and resources of Genesee County during any such hazard. I cannot think of any valid reasons not to remain a part of this plan and support it. I recommend approval.

✓ **SUPERVISORS AGREEMENT AMENDMENT** (*Resolution*)

Early this year, Paul indicated, among other things, that he was going to revisit the Supervisors Association Agreement this year to address some post retirement benefits. Last month, I received a request from the collective bargaining team to do just that. We went back and forth on a number of issues but settled on a change that exposes the city to about \$4,500 annually in additional costs. The reason this is being addressed at this time is to affect the change prior to Chief Clolinger's retirement.

I recommend approval of this amendment.

✓ **FINE ARTS ASSOCIATION LEASE EXTENSION** (*Resolution*)

The lease agreement for the Pajtas Amphitheater was signed in the fall of 2004 and amended in 2010. The lease was automatically renewable every ten years upon notification in writing from the SCFAA. The association did not send written notice in the allocated amount of time, so the lease must be renewed by resolution. I know this seems trite to revisit it in this fashion, but a legal document should be legally executed.

All terms of the lease remain as approved previously, save for the updated dates. There have never been any issues with the arrangement so I recommend approval.

✓ **REPUBLIC SERVICES CONTRACT AMENDMENT- EXTENSION** (*Resolution*)

As noted during our budget discussions, we have been attempting to negotiate lower rates with our waste provider. The use of the bins that are provided to residents have resulted in higher recycling rates, reducing waste storage fees (tipping fees) and

increasing sales of recyclable materials. As such, our community is due to benefit from these changes.

At this time, a new rate is proposed that will replace the current rate and the contracted rate for next year. However, Republic is basing this rate on the ability to smooth out the costs of their bins out for an additional five years. This results in a five year, no bid contract extension.

The proposal should reduce our waste contract for the current fiscal year by 2.9% (~\$7,670), accounting for four months that have already been billed at the current rate. Bigger savings will result beginning July 1, 2015 when the proposed rate will be 7.2% lower, saving ~\$19,000 annually.

Based upon my research, the rates are very competitive. By all accounts, Republic has served the city very well during their tenure here, relative to providers previously used by the city. The city council can accepted this negotiated offer, or the council can keep the current rates and bid this service out for a new contract beginning July 1, 2016. If bids are received, there may be potential financial savings realized by switching companies. This potential benefit should be weighed against the level of service expectations the city has and the investment we have put into the bin system.

I have gone back and forth on whether a bid process would be in the city's best interest. However, after looking at rates in comparable communities and looking into the track record of Republic, I am leaning towards the five year contract extension. The terms are sound (especially the fuel escalator), we know the contractor is providing a good service, and the new pricing comes at a time when we need it most. I recommend approval as proposed.

### **Council Questions, Inquiries, Requests and Comments**

- *Tom is preparing to replace missing signs that have been noted on Chesterfield Drive.*
- *We plan to make the calendars more legible for next year as it relates to noting the city council meetings and recycling on the same days.*

**City of Swartz Creek  
RESOLUTIONS  
Regular Council Meeting, Monday, October 13, 2014, 7:00 P.M.**

**Resolution No. 141013-4A                      MINUTES – September 22, 2014**

Motion by Councilmember: \_\_\_\_\_

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, September 22, 2014, to be circulated and placed on file.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 141013-5A                      AGENDA APPROVAL**

Motion by Councilmember: \_\_\_\_\_

**I Move** the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of October 13, 2014, to be circulated and placed on file.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 141013-6A                      CITY MANAGER’S REPORT**

Motion by Councilmember: \_\_\_\_\_

**I Move** the Swartz Creek City Council accept the City Manager’s Report of October 13, 2014, to be circulated and placed on file.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 141013-8A                      ADOPTION OF GENESEE COUNTY HAZARD  
MITIGATION PLAN**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, the City of Swartz Creek is vulnerable to a wide range of natural, technological and human-related hazards, and has experienced repetitive disasters that have caused loss of life, damaged commercial, residential and public properties, displaced citizens and businesses, closed streets and presented general public health and safety concerns; and

**WHEREAS**, Genesee County has prepared a Genesee County Hazard Mitigation Plan Update that provides an understanding of those threats, identifies the hazards affecting the area, discusses the County's vulnerability to the identified hazards, and outlines the community's options and strategies to reduce overall damage and impact from natural and technological hazards, and;

**WHEREAS**, the Genesee County Hazard Mitigation Plan Update represents the interests and needs of the City of Swartz Creek.

**NOW THEREFORE, BE IT RESOLVED** the City of Swartz Creek hereby adopts the Genesee County Hazard Mitigation Plan Update as an official plan of the City of Swartz Creek.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 141013-8B      SUPERVISORS AGREEMENT AMENDMENT**

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, amended April 7, 2014, 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**, the Supervisors Association has requested the addition of a certain Section 16.I of this agreement to fulfill intended post-retirement benefits before a member of the bargaining unit retires, and;

**WHEREAS**, the employer found the request to be reasonable and within the intent of the current and previous administration.

**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: \_\_\_\_\_

**Resolution No. 141013-8C      LEASE RENEWAL, FINE ARTS ASSOCIATION**

Motion by Councilmember: \_\_\_\_\_

**I Move** the Swartz Creek City Council enter into a ten year renewal lease, as follows, with the Swartz Creek Fine Arts Association, for the lease of certain property that the

City owns, description and uses provided within, and further, direct the Mayor and City Clerk to execute the lease in behalf of the City.

**LEASE AGREEMENT**  
Between  
**THE CITY OF SWARTZ CREEK**  
And  
**THE SWARTZ CREEK FINE ARTS ASSOCIATION**

**THIS AGREEMENT**, is made this \_\_\_\_ day of \_\_\_\_\_, 2014, between the City of Swartz Creek, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 (the “Lessor”), and the Swartz Creek Fine Arts Association, Inc., a Michigan non-profit corporation, with principal offices at 8099 Civic Drive, P.O. Box 98, Swartz Creek, Michigan 48473 (the “Lessor”).

**WHEREAS**, the Lessor owns certain land (the “Property”) in the City of Swartz Creek (“City”) which is used for public purposes; and

**WHEREAS**, the Lessee is a charitable organization recognized as such pursuant to Section 501 (c) (3) of the Internal Revenue Code and is engaged in the promotion of fine arts performances and education in the City; and

**WHEREAS**, the Lessee has constructed at its own expense and with the Lessor’s permission certain improvements on the Property which improvements are used for theatrical presentations and programs staged by the Lessee and/or by other public, educational and theatrical organizations with the permission of the Lessee; and

**WHEREAS**, the Lessor finds that the use of the Property by the Lessee and the construction buy the Lessee at its own expense of the improvements thereon inures to the benefit of the City and its citizens and helps reduce the burden of government;

**NOW, THEREFORE**, the Lessor and the Lessee, acting by and through their duly authorized agents, hereby agree as follows:

**1. LEASE**

The Lessor does this day lease unto the Lessee, and said Lessee does hereby hire and take as Lessee under said Lessor the following described premises (the “Property”) situated in the City of Swartz Creek, County of Genesee and State of Michigan, to-wit:

Part of Lot 45 of “Supervisor’s Plat of Swartz Creek” as recorded  
in Liber 17 on page 42, of the Genesee County Plat records,

described as beginning at a point on the West line of said Lot 45 which is North along said West line, 329.59 feet from the Northwest corner of Lot 37 of said plat; thence continuing North along said West line of Lot 45, 223.0 feet; Thence South 89 Deg 54 Min East, 293.35 feet; thence South 0 Deg 06 Min West, 223.00 Containing 1.50 acres of land more or less.

The Property is to be used and occupied by the Lessee for the purpose of presenting musical concerts and other purposes reasonable related thereto and in keeping with its own charitable and the City's public purposes and for no other purposes or uses whatsoever.

## **2. TERM AND RENT**

The term of this lease shall be ten (10) years, commencing on November 1, 2014 and ending October 31, 2024, unless sooner terminated as herein provided. The rent payable for said ten (10) year period shall be One Dollar (\$1.00) payable on or before the date hereof.

## **3. ADDITIONAL RENT**

As additional rent hereunder, the Lessee shall at its one sole expense maintain the improvements it has constructed on the Property and may, with the advance written permission of the Lessor, construct such other improvements as the Lessor shall deem appropriate for the public functions of the property.

## **4. REMOVAL OF IMPROVEMENTS**

Any improvements constructed by the Lessee, whether constructed prior to the date of the agreement or at any time thereafter, shall, upon termination of this agreement for any reason, become the sole property of the City. If, prior to the termination of this agreement for any reason, the City determines that it needs the property, or any portion thereof, for any other public purpose, it may terminate this lease and may, at its sole expense remove the improvements from the Property or from that portion of the Property as determined by the City.

## **5. ASSIGNMENT**

The Lessor shall not assign this lease, nor permit the same or any part thereof, to be used for any other purpose than as above stipulated, without the written consent of the Lessor.

## **6. PERSONAL PROPERTY**



All personal property placed or moved on the Property, shall be placed or moved there at the risk of the Lessee or owner thereof, and Lessor shall not be liable for any damage to said personal property, or to the Lessee from any act of negligence of any other person whomsoever.

## **7. COMPLIANCE WITH ALL LAWS**

The Lessee at its sole expense shall comply with all laws, orders, and regulations of Federal, State and Municipal authorities, and with any direction of any public officer, pursuant to the law, which shall impose any duty upon the Lessor or the Lessee with respect to the Property. The Lessee, at its sole expense, shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this lease, or for the making of repairs, alterations, improvements, or additions, and the Lessor, where necessary, will join the Lessee in applying for all such permits or licenses.

## **8. LESSOR'S REMEDIES**

The prompt payment of the rent for the Property upon the dates named, and the faithful observance of the rules and regulations printed upon this lease, and which are hereby made a part of this covenant, are the conditions upon which the lease is made and accepted and any failure on the part of the Lessee to comply with the terms of said lease, or any of said rules and regulations now in existence, the option of the Lessor, work a forfeiture of this lease, and all of the rights of the Lessor hereunder, and the Lessor, his agents or attorneys, shall thereupon have the right to enter said premises, and remove all persons therefrom forcibly or otherwise, and the Lessee thereby expressly waives any and all notice required by laws to terminate tenancy, and also waives any and all legal proceedings to recover possession of said premises, and expressly agrees that in event, of a violation of any of the terms of this lease, or of said rules and regulation, now in existence, or which may hereafter be made, said Lessor, his agent or attorneys may immediately re-enter said premises and dispossess Lessee without legal notice or the institution of any legal proceedings whatsoever.

## **9. ABANDONMENT OF LEASE**

If the Lessee shall abandon or vacate the Property before the end of the term of this lease, or shall suffer the rent to be in arrears, the Lessor may, at his option, forthwith cancel this lease, and, if the Lessor so requests the Lessee shall, at its sole expenses, remove the improvements or any portion thereof from the Property.

## **10. UTILITIES**

The Lessee agrees that it will pay all charges for gas, electricity, water, sewer or other utilities on the Property.

## **11. LIABILITY AND INSURANCE**

The Lessor shall not be liable for injury or damage to person or property occurring upon the Property, unless caused by or resulting from the negligence of the Lessor or any of the Lessor's agents, servants, or employees in the operation or maintenance of the Property, it being the specific intent of the Lessee to hold the Lessor harmless from any and all claims arising from the Lessee's operation and maintenance of the Property and/or the improvements thereon. To that end, the Lessee shall obtain and at all times maintain in full force and effect a policy of general public liability insurance covering its use of the Property and naming the Lessor as an additional insured thereon. Said policy shall be in such amount as shall be determined by the Lessor, but in no event less than \$1,000,000 (one-million dollars), and further, shall provide that the Lessor will be given ten (10) days written notice of termination of the policy for any reason. The Lessee shall pay all premiums due thereon.

## **12. INSOLVENCY OF LESSEE**

If the Lessee shall become insolvent or if bankruptcy proceeding shall be begun by or against the Lessee, before the end of the term of this lease, the Lessor is hereby irrevocably authorized at its options, to forthwith terminate this lease, as for a default. Lessor may elect to accept rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity on behalf of the Lessee without affecting Lessor's rights as contained in this lease, but no receiver, trustee, or other judicial officer shall never have any right, title or interest in or to the Property by virtue of this lease.

## **13. TIME IS OF THE ESSENCE**

It is understood and agreed between the Lessor and the Lessee that time is of the essence of this lease.

## **14. NOTICES**

Written notice send by first class mail or delivered to either party at the address for each party as set forth in the first paragraph of this lease shall constitute sufficient notice to such party, in comply with the terms of this lease.

## **15. CUMULATIVE RIGHTS**

The rights of the Lessor under the lease shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of said rights.

**16. SIGNS**

Any sign or advertising to be used in connection with the Lessee's use of the Property shall be first submitted to the Lessor for approval before installation of the same.

**17. LEASE EXTENSION**

The Lessor may extend this lease for successive ten (10) year terms if the Lessee requests such extension in writing prior to the expiration of the lease term or any ten (10) year extension thereof upon such terms as may be agreed upon.

**IN WITNESS WHEREOF**, the parties hereto have executed this lease on the day and year first above written.

**CITY OF SWARTZ CREEK**

**SWARTZ CREEK FINE ART  
ASSOCIATION, INC.**

\_\_\_\_\_  
**David A. Krueger, Mayor**

\_\_\_\_\_  
**David Spillane, President**

\_\_\_\_\_  
**Juanita Aguilar, Clerk**

\_\_\_\_\_  
**Helen F. Porath, Secretary**

Approved as to Form:

\_\_\_\_\_  
Michael Gildner, City Attorney

Dated: \_\_\_\_\_, 200\_\_\_\_\_

STATE OF MICHIGAN )  
 )  
GENESEEE COUNTY )

Before me, a Notary Public in and for the said State and County, personally came Richard B. Abrams and Mary Jo Clark to me known to be the persons named in the foregoing lease, and they acknowledge that they executed the same for the purpose therein expressed.

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
Genesee County, Michigan  
My Commission expires: \_\_\_\_\_

STATE OF MICHIGAN )  
 )  
GENESEEE COUNTY )

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 141013-8D      REPUBLIC SERVICES CONTRACT EXTENSION**

Motion by Councilmember: \_\_\_\_\_

**I Move** the City of Swartz Creek enter into an agreement with Tri-County Refuse Service, doing business as Republic Services, to extend the agreement dated August 22, 2011 for the collection of refuse, waste and recyclables', contract to run from November 1, 2014 through June 30, 2021, a copy of which is attached hereto, and further, direct the Mayor and City Clerk to execute the agreement on behalf of the City.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 141013-8E      POLICE SHARED SERVICE AGREEMENT**

Motion by Councilmember: \_\_\_\_\_

**I Move** the City of Swartz Creek enter into an agreement with Mundy Township to supply professional administrative police services in the form of the Chief of Police to the City of Swartz Creek, said agreement to read as follows:

**AGREEMENT FOR POLICE DEPARTMENT ADMINISTRATION SERVICES**

This Agreement is made between the Charter Township of Mundy (“Township”) and the City of Swartz Creek (“City”), and is effective November 1, 2014.

**Recitals**

**WHEREAS**, both the Township and City presently supply police protection services to their respective municipalities with each Police Department employing their own Chief of Police;

**WHEREAS**, the Township and City have been exploring ways to reduce the costs and expenses of maintaining two separate Police Departments that are located in close proximity to each other while not compromising the competency and extent of police protection services that they presently provide their residents;

**WHEREAS**, Rick Clolinger, the City’s current Chief of Police, is retiring later this year and both municipalities see the resulting vacancy as an opportunity for them to share administrative services.

**Agreement**

NOW, THEREFORE, the Township and City agree as follows:

1. Upon Rick Clolinger’s retirement as Chief of Police for the City, the City shall not fill the resulting vacancy in that office, but the Township Chief of Police, or his/her designee, shall function as the Chief of Police of the City instead, said individual to serve in that capacity as an official of the city and observe all city policies, charter, procedures, and ordinances.
2. To be eligible to serve as Chief of Police, a person shall be a certified police officer with adequate education and experience sufficient to fulfill the duties of the Chief of Police as outlined in the job description attached as Exhibit A.
3. In the event of a vacancy in the Township’s Chief of Police position, the Township shall be solely responsible for filling that vacancy with a person holding the necessary qualifications.
4. The Township shall be solely responsible for all liability insurance, worker’s compensation insurance, disability insurance, payroll, medical benefits, pension, unemployment, social security, withholding, and any and all other expenses related to compensation or benefits paid or owed to the Chief of Police.

5. As consideration, the City shall pay the Township Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) per year, in quarterly payments of Nine Thousand Three Hundred Seventy Five Dollars (\$9,375.00) per quarter. The City shall make the first such payment on or before February 1, 2015, with all subsequent payments being due the first day of the month on which it is due.

6. Either party may terminate this Agreement on sixty (60) days written notice to the other.

Dated: September \_\_\_\_, 2014

\_\_\_\_\_  
CHARTER TOWNSHIP OF MUNDY  
BY ITS SUPERVISOR  
DAVID GUIGEAR

Dated: September \_\_\_\_, 2014

\_\_\_\_\_  
CITY OF SWARTZ CREEK  
BY ITS CITY MANAGER  
ADAM ZETTEL

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
MINUTES OF THE REGULAR COUNCIL MEETING  
DATE 9/22/2014**

The meeting was called to order at 7:00 p.m. by Mayor Krueger in the Swartz Creek City Council Chambers, 8083 Civic Drive.

Invocation and Pledge of Allegiance to the Flag.

Councilmembers Present: Abrams, Gilbert, Hicks, Krueger, Porath, Shumaker.

Councilmembers Absent: Hurt.

Staff Present: City Manager Adam Zettel, City Clerk Juanita Aguilar, DPS Director Tom Svrcek, Attorney Mike Gildner.

Others Present: Boots Abrams, Tommy Butler, Bob Plumb, Jim Florence, Ron Schultz, Anna West.

**Resolution No. 140922-01**

**(Carried)**

Motion by Councilmember Porath  
Second by Councilmember Shumaker

**I Move** the Swartz Creek City Council excuse the absence of Councilmember Hurt due to a death in the family.

YES: Gilbert, Hicks, Krueger, Porath, Shumaker, Abrams.  
NO: None. Motion Declared Carried.

**APPROVAL OF MINUTES**

**Resolution No. 140922-02**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Hicks

**I Move** the Swartz Creek City Council hereby approve the amended Minutes of the Regular Council Meeting held Monday, September 8, 2014 to be circulated and placed on file.

YES: Hicks, Krueger, Porath, Shumaker, Abrams, Gilbert.  
NO: None. Motion Declared Carried.



## APPROVAL OF AGENDA

### Resolution No. 140922-03

(Carried)

Motion by Councilmember Hicks  
Second by Councilmember Shumaker

**I Move** the Swartz Creek City Council approve the Agenda as amended, for the Regular Council Meeting of September 22, 2014, to be circulated and placed on file.

YES: Krueger, Porath, Shumaker, Abrams, Gilbert, Hicks.  
NO: None. Motion Declared Carried.

## REPORTS AND COMMUNICATIONS:

### City Manager's Report

### Resolution No. 140922-04

(Carried)

Motion by Councilmember Shumaker  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council accept the City Manager's Report of September 22, 2014, to be circulated and placed on file.

YES: Krueger, Porath, Shumaker, Abrams, Gilbert, Hicks.  
NO: None. Motion Declared Carried.

## MEETING OPENED TO THE PUBLIC

Tommy Butler, 40 Somerset, spoke about the proposed new park rules. Mr. Butler spoke about a discussion that he had with Chief Clolinger about the possible merger with Mundy Township. Mr. Butler encouraged everyone with questions to speak with Mr. Clolinger.

## COUNCIL BUSINESS

### MDOT Park & Ride Contract—Miller Road

### Resolution No. 140922-05

(Carried)

Motion by Mayor Pro-Tem Abrams  
Second by Councilmember Hicks

**WHEREAS**, the MDOT has affirmatively found that contracting with municipalities for maintenance of state trunk lines and bridges within local jurisdictions is in the best public interest; and

**WHEREAS**, the City of Swartz Creek and the Michigan Department of Transportation an existing contractual relationship in which the city provides specific maintenance services for the park and ride facility on Miller Road by I-69, including snow removal, trash collection, mowing, and other regular maintenance , and;

**WHEREAS**, the MDOT has submitted a contract that continues this relationship for the next state fiscal year, contract no. 2014-0421.

**NOW THEREFORE, BE IT RESOLVED** the City of Swartz Creek agrees to enter into an a contract with the Michigan Department of Transportation (MDOT), a copy of which is attached hereto, for the purpose of maintaining the park and ride facility on Miller Road,

**BE IT FURTHER RESOLVED**, that the City of Swartz Creek designate the Director of Public Services as the maintenance superintendent, the Finance Director as the contract supervisor, and further directs the City Manager to execute the agreement on behalf of the City.

Discussion Took Place.

YES: Porath, Shumaker, Abrams, Gilbert, Hicks, Krueger.  
NO: None. Motion Declared Carried.

### **Miller Road Outlot Sale**

**Resolution No. 140922-06**

**(Carried)**

Motion by Councilmember Porath  
Second by Mayor Pro-Tem Abrams

**WHEREAS**, the City of Swartz Creek owns a certain piece of real property on Miller Road, identified as parcel 58-36-578-018, an out lot, and;

**WHEREAS**, the city received an unsolicited offer to purchase this property from an adjacent landowner, and;

**WHEREAS**, the city council and staff, finding this property to be of marginal value to the city and no value to non-adjacent land owners, permitted the formal solicitation of offers from both neighbors with Miller Road frontage, and;

**WHEREAS**, one offer was received by the stated deadline from an adjacent land owner in the amount of \$1,000, and;

**WHEREAS**, under the city's land sale policy, the city council finds the sale process and consideration to be in the best interest of the public.

**BE IT RESOLVED** that the City of Swartz Creek directs the city manager to create a suitable sale instrument that protects the public easements on the site, ensures combination of the out lot to the lot of the purchaser, and transfers the property to the highest bidder, Justin Ellison, for the consideration of \$1,000.

**BE IT FURTHER RESOLVED** that said instrument be brought back to the city council for approval in accordance with the city charter.

Discussion Ensued.

YES: Shumaker, Abrams, Gilbert, Hicks, Krueger, Porath.

NO: None. Motion Declared Carried.

**Amend City-Wide Rates, Fees and Charges**

**Resolution No. 140922-07**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Gilbert

**WHEREAS**, the City collects rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services, and;

**WHEREAS**, such rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services are a necessary and essential part of the funding for the services that the City provides, and:

**WHEREAS**, the City's Code of Ordinances defines and provides for certain rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services, and;

**WHEREAS**, other such rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services are provided for by resolution of the City Council, statutory provision, past practice, policy and other such actions, and

**WHEREAS**, the City has amended the City's Code of Ordinances to provide for various rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services to be set by resolution of the City Council, and;

**WHEREAS**, the City has need to implement additional rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services to be set by resolution of the City Council, and;

**WHEREAS**, the City desires to have all such rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services organized into a single resolution that can be visited periodically and adjusted accordingly.

**NOW, THEREFORE**, Be It Resolved the City of Swartz Creek hereby sets its rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services in accordance with the following schedule, effective immediately or as soon as practical thereafter, table as follows:

**CITY OF SWARTZ CREEK RATES, FEES PERMITS & CHARGES FOR SERVICES**

**1. Chapter 1: Municipal Ordinance Violations Bureau (Parking Fines)**

The following parking violations shall be punishable by the fines indicated:

<u>Offense</u>	<u>Fine</u>
(a) Parking too far from curb	\$ 20.00
(b) Angle parking violations	\$ 20.00
(c) Obstructing traffic	\$ 20.00

Prohibited parking (signs un-necessary)

(d) On sidewalk	\$ 20.00
(e) In front of drive	\$ 20.00
(f) Within intersection	\$ 20.00
(g) Within 15 feet of hydrant	\$ 20.00
(h) On crosswalk	\$ 20.00
(i) Within 20 feet of crosswalk or 15 feet of corner lot lines	\$ 20.00
(j) Within 30 feet of street side traffic sign or signal	\$ 20.00
(k) Within 50 feet of railroad crossing	\$ 20.00
(l) Within 20 feet of fire station entrance	\$ 20.00
(m) Within 75 feet of fire station entrance on opposite side of street (signs required)	\$ 20.00
(n) Beside street excavation when traffic obstructed	\$ 20.00
(o) Double parking	\$ 20.00
(p) On bridge of viaduct or within tunnel	\$ 20.00
(q) Within 200 feet of accident where police in attendance	\$ 20.00
(r) In front of theater	\$ 20.00
(s) Blocking emergency exit	\$ 20.00
(t) Blocking fire escape or fire lane	\$ 50.00
(u) In a handicapped space	\$100.00
(v) In prohibited zone (signs required)	\$ 20.00
(w) In alley (signs required)	\$ 20.00

Parking for prohibited purpose

(x) Displaying vehicle for sale	\$ 20.00
(y) Working or repairing vehicle	\$ 20.00
(z) Displaying advertising	\$ 20.00
(aa) Selling merchandise	\$ 20.00
(bb) Storage over 48 hours	\$ 20.00
(cc) Wrong side boulevard roadway	\$ 20.00
(dd) Loading zone violation	\$ 20.00
(ee) Bus, parking other than bus stop	\$ 20.00
(ff) Taxicab, parking other than cab stand	\$ 20.00
(gg) Bus, taxicab stand violations	\$ 20.00
(hh) Failure to set brakes	\$ 20.00
(ii) Parked on grade wheels not turned to curb	\$ 20.00
(jj) Parked on lawn extension within right of way	\$ 20.00

All \$20.00 violations not paid within 20 days will be assessed a \$10.00 late fee.

**2. Chapter 2: Liability for Expense of an Emergency Operation (Hazardous Materials Cleanup Cost Recovery)**

Cost shall be actual expenses inclusive of all Police & Fire Department wages, equipment and motor-pool and / or any sub-contracted actual expenses associated with hazardous materials clean-up.

**3. Chapter 2: Liability for Expense of an Emergency Response (Alcohol Related Arrests, Accidents)**

- A. A cost of \$150 shall be assessed to each defendant convicted of O.U.I.L. – O.U.I.D or O.W.I. The cost recovery shall be collected as a part of the fines and costs set by the 67<sup>th</sup> District Court.
- B. Actual costs shall be assessed to each defendant convicted of O.U.I.L. – O.U.I.D or O.W.I. in which a motor vehicle accident occurred. The cost recovery shall be collected as a part of the fines and costs set by the 67<sup>th</sup> District Court. In the event the court declines collection, they shall be billed direct to the defendant.
- C. For the purpose of determining costs for extensive investigation and cleanup recovery for emergency response for alcohol related arrests and accidents, the following table shall be used:

Police Personnel	\$40	Per Hour
Police Clerical	30	Per Hour
Police Car	15	Per Hour
Fire Personnel	20	Per Hour
Fire Pumper	250	Per Hour
Fire Support Vehicles	100	Per Hour

**4. Chapter 5: Cemetery Lots - Purchase**

The cost for purchase of cemetery lots will be \$100.00 per lot.

**5. Chapter 5: Cemetery, Charges for Grave Openings, etc.**

Grave openings shall be actual costs, either as sub-contracted or performed by City Employees, plus a 15% administrative fee.

**6. Chapter 11: Park Reservation Fees**

<u>Elms Park</u>	
Pavilion #1	\$ 70.00
Pavilion #2	\$ 120.00
Pavilion #3	\$ 70.00
Pavilion #4	\$ 120.00

<u>Winshall Park</u>	
Pavilion #1	\$ 70.00
Pavilion #2	\$ 70.00
Pavilion #3	\$ 70.00

**Deposit \$100.00**

**7. Chapter 15: Permit, Sidewalk Installation**

\$25.00

**8. Chapter 15: Permit for Excavation, Right of Way or Other City Property**

\$100.00

**9. Chapter 19: Water System Use, Rates and Charges**

- (A) Charges for water supply services to premises within the city connected with the water supply system shall be as follows:

*Rates for Quarterly Billings*

**Readiness to serve charge**

5/8", 3/4", 1"	\$52.17
1.5"	\$220.77
2"	\$353.23
3"	\$662.31
4"	\$1,103.85
6"	\$2,207.70

**Commodity charge (per 100 cubic feet of water consumed): \$5.45**

Additional meters, connected for the exclusive purpose of registering water consumed and NOT returned to the sewer system shall be charged the commodity charge only (example: lawn sprinkler system).

**(B)** Any water customer may have water services temporarily shut off for any time period during which the premises, for which the water service is provided, will be unoccupied. The request for such shut off shall be made in writing on forms to be provided by the city. The written request shall specify the reason for the shut off and the date on which the water service shall be shut off.

**(C)** There shall be a Twenty Dollar (\$20.00) charge for shutting off the water service pursuant to such request and a Twenty Dollar (\$20.00) charge for turning the water service back on, if the shut off or turn on is performed during normal business hours. If this shut off or turn on is performed outside of normal business hours, the charge shall be One-Hundred Dollars (\$100.00). Such charges shall also apply if water is shut off or turned back on pursuant to account delinquency. The City Manager may waive shut off and turn on fees for reasonable cause.

**(D)** Water customers shall continue to be billed for a readiness to service charge while connected to the system.

**(E)** Bulk water sales shall be in accordance with the following fee schedule:

**Bulk Water Purchases**

1 cubic ft. = 7.4805  
Gallons

Gallons	Cubic ft.	Cost	Effective 09/2014
3,740	499.96658	\$87.00	\$104.00
5,000	668.40452	\$97.00	\$116.00
10,000	1336.809	\$133.00	\$160.00
15,000	2005.2136	\$170.00	\$204.00
20,000	2673.6181	\$206.00	\$247.00

**10. Chapter 19: Water & Sewer Tap Fees**

**(A)** There shall be paid, with respect to all premises connecting to the water and sanitary sewer system of the city, a tap-in fee pursuant to the following schedules:

- (1) Single-family residence--\$1,500 each for water & sanitary sewer
- (2) Multiple-family residence--\$1,500 per unit each for water and sanitary sewer

**(B)** All other uses connecting to the water and/or sanitary sewer system of the city shall be required to pay tap-in fees at the rate of one-thousand, five hundred dollars (\$1,500) per unit

factor, pursuant to the unit factor table provided for by the Genesee County Division of Water and Waste. In no case shall tap-in fees be less than one-thousand, five hundred dollars (\$1,500).

(C) Furthermore, for any structure used generally for more than one (1) purpose, connection fees shall be determined by applying the appropriate unit factors as set by the Genesee County Division of Water and Waste, to the various uses on any level, grade or sub-grade plane of the structure, provided that it is intended that the fees so derived shall be cumulative. Tap fees shall also apply for any additional units that may be calculated and applied by the County WWS pursuant to change in use or otherwise.

**11. Chapter 19: Sanitary Sewer Rates**

*Rates for Quarterly Billings*

Readiness to serve charge (per metered account):	\$58.86
Readiness to serve charge (non-metered accounts):	\$129.11
Commodity charge (per 100 cubic feet of water consumed):	\$1.91

A readiness to serve charge equal to the number of calculated sewer units shall be charged to all customers connected to the city's sewer system to offset fixed costs of system operation. In addition, a commodity charge shall be applied to the sewer bill in an amount equal to the above rate multiplied by the number of ccf that the accompanying water account registers. If the sewer connection is not accompanied by a water meter to register water usage, the charge shall be considered non-metered and no commodity charge shall be applied.

For the purposes of determining sanitary sewer rates, per unit sewage disposal calculations resulting in a fraction of a whole number shall be rounded up to the next highest whole number.

**12. Chapter 20: Weed Cutting Fees**

\$300 per cut

**13. Building & Trade Inspection Fees**

**A. Building Permit Fees: Appendix A 21.06**

\$50.00 for first \$1,000 value \$5.00 per \$1,000 thereafter and \$50.00 for a one-time inspection fee.

**B. Electrical Inspection Fees**

Application Fee (non-refundable) \$50

**Service**

Through 200 Amp.	\$10
Over 200 Amp. thru 600 Amp.	\$15
Over 600 Amp. thru 800 Amp.	\$20
Over 800 Amp. thru 1200 Amp.	\$25
Over 1200 Amp. (GFI only)	\$50
Circuits	\$5
Lighting Fixtures-per 25	\$6
Dishwasher	\$5
Furnace-Unit Heater	\$5
Electrical-Heating Units (baseboard)	\$4
Power Outlets (ranges, dryers, etc.)	\$7

**Signs**

Unit \$10



Letter	\$15
Neon-each 25 feet	\$20
Feeders-Bus Ducts, etc.-per 50'	\$6
Mobile Home Park Site	\$6
Recreational Vehicle Park Site	\$4

**K.V.A. & H.P.**

Units up to 20	\$6
Units 21 to 50 K.V.A. or H.P.	\$10
Units 51 K.V.A. or H.P. & over	\$12

**Fire Alarm Systems (excl. smoke detectors)**

Up to 10 devices	\$50
11 to 20 devices	\$100
Over 20 devices	\$5 each

**Data/Telecommunication Outlets**

1-19 devices	\$5 each
20-300 devices	\$100
Over 300 devices	\$300
Energy Retrofit-Temp. Control	\$45
Conduit only or grounding only	\$45

**Inspections**

Special/Safety Insp. (includes cert. fee)	\$50
Additional Inspection	\$50
Final Inspection	\$50
Certification Fee	\$20

**C. Mechanical Inspection Fees**

Application Fee (non-refundable)	\$50
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**Residential Heating System** (includes duct & pipe, new building only)

Gas/Oil Burning Equipment (furnace, roof top units, generators)	\$30
Boiler	\$30
Water Heater	\$5
Damper	\$5
Solid Fuel Equip. (includes chimney)	\$30
Gas Burning Fireplace	\$30
Chimney, factory built (installed separately)	\$25
Solar; set of 3 panels-fluid transfer (includes piping)	\$20
Gas piping; each opening-new installation (residential)	\$5
Air Conditioning (includes split systems)	
RTU-Cooling only	\$30
Heat Pumps (complete residential)	\$30
Dryer, Bath & Kitchen Exhaust	\$5

**Tanks**

Aboveground	\$20
Aboveground Connection	\$20
Underground	\$25
Underground Connection	\$25
Humidifiers/Air Cleaners	\$10

**Piping-minimum fee \$25**

Piping	\$.05/ft
Process piping	\$.05/ft

Duct-minimum fee \$25	\$.10/ft
Heat Pumps; Commercial (pipe not included)	\$20

**Air Handlers/Heat Wheels**

Under 10,000 CFM	\$20
Over 10,000 CFM	\$60
Commercial Hoods/Exhausters	\$15
Heat Recovery Units	\$10
V.A.V. Boxes	\$10
Unit Ventilators	\$10
Unit Heaters (terminal units)	\$15

**Fire Suppression/Protection**

(includes piping) –minimum fee \$20	\$.75/head
Evaporator Coils	\$30
Refrigeration (split system)	\$30
Chiller	\$30
Cooling Towers	\$30
Compressor/Condenser	\$30

**Inspections**

Special/Safety Insp. (includes cert. fee)	\$50
Additional Inspection	\$50
Final Inspection	\$50
Certification Fee	\$20

**D. Plumbing Inspection Fees**

Application Fee (non-refundable)	\$50
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**Mobile Home Park Site**

Fixtures, floor drains, special drains,	\$5 each
Water connected appliances	\$5 each
Stacks (soil, waste, vent and conductor)	\$3 each
Sewage ejectors, sumps	\$5 each
Sub-soil drains	\$5 each

**Water Service**

Less than 2"	\$5
2" to 6"	\$25
Over 6"	\$50
Connection (bldg. drain-bldg. sewers)	\$5

**Sewers (sanitary, storm or combined)**

Less than 6"	\$5
6" and Over	\$25
Manholes, Catch Basins	\$5 each

**Water Distributing Pipe (system)**

¾" Water Distribution Pipe	\$5
1" Water Distribution Pipe	\$10
1 ¼" Water Distribution Pipe	\$15
1 ½" Water Distribution Pipe	\$20
2" Water Distribution Pipe	\$25
Over 2" Water Distribution Pipe	\$30

Reduced pressure zone back-flow preventer	\$5 each
Domestic water treatment and filtering equipment only	\$5
Medical Gas System	\$45

**Inspections**

Special/Safety Insp. (includes cert. fee)	\$50
Additional Inspection	\$50
Final Inspection	\$50
Certification Fee	\$20

**14. Appendix B: Franchises**

\$250 application fee plus actual expenses related to preparation by City Attorney.

**15. Miscellaneous Fees**

- A. *Copies:*  
 Black & White: 50¢ for the first page & 10¢ for each additional page.  
 Color or Mixed Color and Black & White: 50¢ for the first page & 20¢ for each additional page.
- B. *Freedom of Information Act Requests:*  
 50¢ for the first page and 10¢ for each additional page (20¢ for color or mixed color and black & white) plus all actual costs for outside re-production (i.e. photo re-prints, blueprint copies, etc.). Extensive search requests shall have an additional per hour fee equal to wages only of the lowest paid clerical position employed with the City.
- C. *Police Reports:*  
 \$5 for copies under 6 pages, 10¢ for each page thereafter. Extensive research, reproduction costs, etc. shall be charged in accordance with F.O.I.A. requests.
- D. *Gun Registrations, Permits & Safety Inspections:*  
 No Charge
- E. *Towing & Impound Fees:*  
 \$100 for each vehicle towed as incidental to arrest or other civil custody. \$100 for each vehicle towed as abandoned. The Chief of Police may, at his/her discretion, waive any towing fee when in his/her opinion, special circumstance exists. A report shall be filed when any such action is taken.
- F. *Weddings:*  
 \$25 per ceremony
- G. *Fax Services:*  
 50¢ per page for the first 10 pages, then \$.10 per page thereafter
- H. *Notary Services:*  
 \$5.00 per item
- I. \$25 each for any check returned unpaid for account insufficient, closed or stopped

**16. Chapter 13 & 16: Development Plans, Administrative Fees, Subdivision Site Plan & Review Fees**

- A. *Site Plan Review:*

Property Re-Zoning	\$250
Single & Multiple-Family (non-plat)	\$300 plus \$5.00 per lot
Cluster Housing Development	\$300 plus \$5.00 per unit

Mobile Home Park	\$400 plus \$5.00 per unit
Commercial Development	\$450 plus \$50.00 per acre/fraction
Industrial Development	\$400 plus \$50.00 per acre/fraction
Office Development	\$350 plus \$50.00 per acre/fraction
Institutional	\$300 plus \$50.00 per acre/fraction
Public/semi-public uses	\$300 plus \$50.00 per acre/fraction
Special Approval or Conditional Use	\$250 plus \$5.00 per acre/fraction
PUD/Mixed Use Review	\$500 plus \$50.00 per acre/fraction
Consulting Fees (All Reviews)	Actual consultant costs
Revisions	½ of original review fee

**B. Building and Zoning:**

Swimming Pool Permit	\$25
Misc. Zoning Permit	\$25
Sidewalk Permit	\$25
Sign Permit	See Building Permits
Structure Movement Permit	\$95
Demolition Permit (Including ROW Permit)	\$150
Right of Way Permit	\$100
Home Occupation Permit	\$95
Variance Review	\$250 per variance
Lot Split/Combination: City Ordinance Section 16.2	\$150 plus \$5.00 per lot
Public or Private Road Plan Reviews	\$400 per mile/fraction
Consulting Fees	Actual consultant costs
Zoning Code	\$10 CD, \$25 Paper Copy
Engineering Standards Manual	\$10 CD, \$25 Paper Copy
<b>Medical Marijuana Dispensary/Facility Review</b>	<b>\$500 each</b>

**C. Subdivision Review**

Preliminary Subdivision Review-Tentative	\$300 plus \$5.35 per lot
Preliminary Subdivision Review- Final	\$160 plus \$2.70 per lot
Final Plat Review	\$160 plus \$1.00 per lot

**17. Chapter 1: Municipal Civil Infraction Fines**

Civic Infraction Citation Fines:

First Offense	\$100
Second Offense	\$200
Third Offense	\$300

Civic Infraction Notice Fines:

First Offense	\$75
Second Offense	\$150
Third Offense	\$250

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**ADOPTION & REVISION HISTORY:**

Resolution No. 050711-07	Dated July 11, 2005
Resolution No. 100208-06	Dated February 8, 2010
Resolution No. 101206-04	Dated December 6, 2010 (Water-Sewer-RTS)
Resolution No. 111114-05	Dated November 14, 2011 (Park Fees)
Resolution No. 110613-07	Dated June 13, 2011 (Water Fees)
Resolution No. 120611-05	Dated June 11, 2012 (Water Fees)
Resolution No. 120709-05	Dated July 9, 2012 (Bulk Water Fees)
Resolution No. 130610-09	Dated June 10, 2013 (Water Fees)
Resolution No. 130826-8A	Dated August 26, 2013 (K.W.A. Water Fees)
Resolution No. 140922-8B	Dated September 22, 2014 (Utility and MMD Fees)

Discussion Took Place.

YES: Abrams, Gilbert, Hicks, Krueger, Porath, Shumaker.  
NO: None. Motion Declared Carried.

**Recreation Passport Grant**

**Resolution No. 140922-08**

**(Carried)**

Motion by Councilmember Hicks  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council approve the proposal dated August 8, 2014, submitted by ROWE for the purpose of preparing and submitting a grant to the DNR, funds to be appropriated from 101-783.000 (Elms Park) and further direct the city manager to sign this proposal.

Discussion Ensued.

YES: Gilbert, Hicks, Krueger, Porath, Shumaker, Abrams.  
NO: None. Motion Declared Carried.

**2014-2015 FY DDA Budget**

**Resolution No. 140922-09**

**(Carried)**

Motion by Councilmember Shumaker  
Second by Councilmember Porath

**I Move** the Swartz Creek City Council, in accordance with the General Appropriations Act and Uniform Budgeting and Accounting Act, adopt the following 2014-2015 Fiscal Budget Amendment for Fund 248.

<b>Total Estimated Revenues</b>	<b>74,618</b>
<b>Total All Funds Appropriations</b>	<b>74,509</b>

GL NUMBER	DESCRIPTION	11-12 ACTIVITY	12-13 ACTIVITY	13-14 AMENDED BUDGET	13-14 ACTIVITY THRU 02/28/14	13-14 PROJECTED ACTIVITY	14-15 REQUESTED BUDGET
<b>Fund 248 - Downtown Development Fund</b>							
<b>ESTIMATED REVENUES</b>							
<b>Dept 000.000-General</b>							
248-000.000-402.000	Current Tax Revenue	0.00	0.00	0.00	0.00	0.00	73,108.00
248-000.000-412.000	Delinquent Tax Revenue	0.00	0.00	0.00	0.00	0.00	0.00
248-000.000-664.000	Interest Income	118.00	129.42	80.00	6.31	6.31	10.00
<b>Totals for dept 000.000-General</b>		<b>118.00</b>	<b>129.42</b>	<b>80.00</b>	<b>6.31</b>	<b>6.31</b>	<b>73,118.00</b>
<b>Dept 173.000-DDA Administration</b>							
248-173.000-677.000	Reimbursements	0.00	0.00	0.00	0.00	0.00	0.00
<b>Totals for dept 173.000-DDA Administration</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Dept 728.001-Farmers Market</b>							
248-728.001-642.001	Sale of Market Bag	0.00	0.00	0.00	2.00	0.00	0.00
<b>Totals for dept 728.001-Farmers Market</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Dept 728.002-Streetscape</b>							
248-728.002-597.000	Grants from Private Entities	0.00	0.00	0.00	0.00	0.00	0.00
248-728.002-677.000	Reimbursements	(154.00)	0.00	0.00	0.00	0.00	0.00
<b>Totals for dept 728.002-Streetscape</b>		<b>(154.00)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Dept 728.004-Family Movie Night</b>							
248-728.004-597.000	Grants from Private Entities	1,400.00	0.00	1,200.00	0.00	1,200.00	1,500.00
<b>Totals for dept 728.004-Family Movie Night</b>		<b>1,400.00</b>	<b>0.00</b>	<b>1,200.00</b>	<b>0.00</b>	<b>1,200.00</b>	<b>1,500.00</b>
<b>Dept 931.000-Transfers IN</b>							
248-931.000-699.101	Transfer In from Genl Fund	0.00	0.00	0.00	0.00	0.00	0.00
<b>Totals for dept 931.000-Transfers IN</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>248 Fund Estimated Operating Revenues</b>		<b>1,364.00</b>	<b>129.42</b>	<b>1,280.00</b>	<b>8.31</b>	<b>1,206.31</b>	<b>74,618.00</b>
<b>248 Fund Estimated Project Revenues</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>248 Fund Total Estimated Revenues</b>		<b>1,364.00</b>	<b>129.42</b>	<b>1,280.00</b>	<b>8.31</b>	<b>1,206.31</b>	<b>74,618.00</b>

GL NUMBER	DESCRIPTION	11-12 ACTIVITY	12-13 ACTIVITY	13-14 AMENDED BUDGET	13-14 ACTIVITY THRU 02/28/14	13-14 PROJECTED ACTIVITY	14-15 REQUESTED BUDGET
<b>Fund 248 - Downtown Development Fund</b>							
<b>APPROPRIATIONS</b>							
<b>Dept 173.000-DDA Administration</b>							
248-173.000-726.000	Supplies	520.26	69.97	250.00	0.00	100.00	100.00
248-173.000-745.000	Postage	53.74	29.02	50.00	0.92	30.00	30.00
248-173.000-801.000	Contractual Services	0.00	0.00	0.00	0.00	0.00	0.00
248-173.000-805.000	Bank Fees	0.00	0.00	100.00	0.00	100.00	100.00
248-173.000-825.000	Admin Services	2,500.00	0.00	2,500.00	0.00	2,500.00	2,500.00
248-173.000-900.000	Printing and Publishing	0.00	0.00	100.00	0.00	0.00	100.00
248-173.000-960.000	Education and Training	0.00	0.00	250.00	0.00	0.00	100.00
248-173.000-961.000	Miscellaneous	0.00	415.90	100.00	0.00	100.00	100.00
<b>Totals for dept 173.000-DDA Administration</b>		<b>3,074.00</b>	<b>514.89</b>	<b>3,350.00</b>	<b>0.92</b>	<b>2,830.00</b>	<b>3,030.00</b>
<b>Dept 726.000-DDA Start Up</b>							
248-726.000-801.000	Contractual Services	0.00	0.00	0.00	0.00	0.00	0.00
<b>Totals for dept 726.000-DDA Start Up</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Dept 728.000-Economic Development</b>							
248-728.000-801.000	Contractual Services	0.00	0.00	0.00	0.00	0.00	44,000.00
248-728.000-961.000	Miscellaneous	0.00	0.00	0.00	0.00	1,000.00	0.00
<b>Totals for dept 728.000-Economic Development</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,000.00</b>	<b>44,000.00</b>
<b>Dept 728.002-Streetscape</b>							
248-728.002-726.000	Supplies	400.00	0.00	0.00	0.00	2,400.00	400.00
248-728.002-801.000	Contractual Services	0.00	0.00	0.00	0.00	0.00	18,929.00
<b>Totals for dept 728.002-Streetscape</b>		<b>400.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,400.00</b>	<b>19,329.00</b>
<b>Dept 728.003-Facade Program</b>							
248-728.003-726.000	Supplies	0.00	0.00	0.00	0.00	0.00	0.00
248-728.003-801.000	Contractual Services	0.00	0.00	0.00	0.00	0.00	5,000.00
<b>Totals for dept 728.003-Facade Program</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,000.00</b>
<b>Dept 728.004-Family Movie Night</b>							
248-728.004-726.000	Supplies	0.00	49.99	500.00	0.00	500.00	250.00
248-728.004-801.000	Contractual Services	2,226.00	3,056.00	2,400.00	1,909.00	2,400.00	2,400.00
248-728.004-900.000	Printing and Publishing	337.50	359.00	500.00	0.00	500.00	500.00
<b>Totals for dept 728.004-Family Movie Night</b>		<b>2,563.50</b>	<b>3,464.99</b>	<b>3,400.00</b>	<b>1,909.00</b>	<b>3,400.00</b>	<b>3,150.00</b>
<b>248 Fund Estimated Operating Appropriations</b>		<b>6,037.50</b>	<b>3,979.88</b>	<b>6,750.00</b>	<b>1,909.92</b>	<b>9,630.00</b>	<b>74,509.00</b>
<b>248 Fund Estimated Project Appropriations</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>248 Fund Estimated Total Appropriations</b>		<b>6,037.50</b>	<b>3,979.88</b>	<b>6,750.00</b>	<b>1,909.92</b>	<b>9,630.00</b>	<b>74,509.00</b>

Discussion Took Place.

YES: Hicks, Krueger, Porath, Shumaker, Abrams, Gilbert.  
NO: None. Motion Declared Carried.

**MEETING OPEN TO THE PUBLIC:**

None.

**Resolution No. 140922-10**

**(Carried)**

Motion by Councilmember Shumaker  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council adjourn to a closed session to discuss personnel matters & a Real Estate Purchase.

YES: Krueger, Porath, Shumaker, Abrams, Gilbert, Hicks.  
NO: None. Motion Declared Carried.

Return to regular session.

**Resolution No. 140922-11**

**(Carried)**

Motion by Councilmember Shumaker  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council direct the City Manager to do what is necessary to effect the purchase of parcel 58-35-576-032, located on Fortino Drive, for the City of Swartz Creek for public purposes.

YES: Krueger, Porath, Shumaker, Abrams, Gilbert, Hicks.  
NO: None. Motion Declared Carried.

**REMARKS BY COUNCILMEMBERS:**

Councilmember Porath stated that the City may get something it wants out of the consolidation of public safety services. Mr. Porath spoke about the parking lot at St. Mary's Church being used for overflow parking.

Councilmember Shumaker asked if the city has an active City Hall Building Authority.

Councilmember Hicks asked if the council could talk to some of the Swartz Creek Police officers about the public safety merger to see how they feel about it.

Councilmember Gilbert stated that he has spoken to one officer about the merger and that officer feels it is a good idea.

Mayor Krueger informed the council that Swartz Creek would be hosting the next Small Cities and Villages meeting on October 1. Mr. Krueger asked anyone who is planning on

coming to call the City office and let them know. Mr. Krueger stated that he would like to urge the council to speak with Mundy Township about the possible merger.

**Adjournment**

**Resolution No. 140922-12**

**(Carried)**

Motion by Councilmember Shumaker  
Second by Councilmember Gilbert

**I Move** the City of Swartz Creek adjourn the Regular Session of the City Council meeting at 8:45 p.m.

YES: Unanimous Voice Vote.  
NO: None. Motion Declared Carried.

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**David A. Krueger, Mayor**

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**Juanita Aguilar, City Clerk**



**MEMORANDUM**

**TO:** Genesee County City Managers/Administrators, Township Supervisors, Clerks and Village Presidents

**FROM:** Christine Durgan, Assistant Director  
Genesee County Metropolitan Planning Commission (GCMPC)

**DATE:** September 24, 2014

**SUBJECT: Adoption of Genesee County Hazard Mitigation Plan Update**

On behalf of the Office of the Genesee County Sheriff's Emergency Management and Homeland Security Division, staff has been working on the Genesee County Hazard Mitigation Plan Update. The Plan Update has now met the Federal Emergency Management Administration's (FEMA) required criteria for a multi-jurisdictional Hazard Mitigation Plan, and has been conditionally approved by FEMA. Formal approval of this Plan Update by FEMA is now contingent upon the adoption of the Plan Update by the County and by the local units of government. Once FEMA receives documentation of adoption from the County and the local units of government, they will send a letter of formal approval regarding the Plan Update. Those local units who adopt the Plan Update will be eligible to apply for hazard mitigation funding in the future. Those who do not adopt the Plan Update will not be eligible.

The Genesee County Board of Commissioners adopted the Genesee County Hazard Mitigation Plan Update at their September 24, 2014 meeting. The next step is for all Genesee County local units of government to adopt the Plan Update so they will be eligible to apply for hazard mitigation funds. Please find an attached resolution that you can use for the adoption of the Plan Update. Staff is requesting that you adopt the Plan Update before November 1, 2014. Once you have adopted the Plan Update, GCMPC will need a copy of the signed resolution to forward to FEMA to finalize approval.

A copy of the Plan Update can be accessed by clicking on the following web link: [www.gc4me.com/departments/planning\\_commission/gchaz.php](http://www.gc4me.com/departments/planning_commission/gchaz.php). Copies of the document can also be sent on CD, upon request. If you need additional information, or have any questions or comments, please feel free to contact Ms. Claire Wilke of my staff, at (810) 257-3010. Thank you for your prompt attention to this important matter.



## DPS ACTIVITY SEPTEMBER 2014

	<u>REGULAR</u>	<u>HOLIDAY</u>	<u>VACATION</u>	<u>ABSENT</u>	<u>OT</u>	<u>DT</u>
<b>101 GENERAL FUND</b>						
262.0 ELECTIONS	0.00	0.00	0.00	0.00	0.00	0.00
781.0 AMPHI-PARK	0.00	0.00	0.00	0.00	0.00	0.00
782.0 WINSHALL PARK	1.50	0.00	0.00	0.00	0.00	0.00
783.0 ELMS PARK	2.50	0.14	0.14	0.10	0.00	0.00
784.0 BICENT. PARK	0.00	0.00	0.00	0.00	0.00	0.00
790.0 SENIOR CENTER/LIBRARY	50.50	0.94	1.29	0.00	0.00	0.00
345.0 P S BLDG	53.00	0.84	2.61	0.36	0.00	0.00
793.0 CITY HALL	5.23	0.03	0.06	0.03	0.00	0.00
794.0 COMM PROMO	3.00	0.00	0.71	0.00	0.00	0.00
796.0 CEMETERY	0.00	0.00	0.00	0.00	0.00	0.00
<b>202 MAJOR STREET FUND</b>						
429.0 SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
441.0 PARK & RIDE	10.50	0.00	0.00	0.00	0.00	0.00
463.0 STREET MAIN	12.50	0.00	0.00	0.00	0.00	0.00
474.0 TRAFFIC	8.00	0.00	1.41	0.00	0.00	0.00
478.0 SNOW & ICE	0.00	0.00	0.00	0.00	0.00	0.00
482.0 ADMIN	3.46	0.22	0.71	0.00	0.00	0.00
<b>203 LOCAL STREET FUND</b>						
429.0 SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
463.0 STREET MAIN	60.50	1.57	0.81	0.30	0.00	0.00
474.0 TRAFFIC	41.00	0.00	2.82	0.18	0.00	0.00
478.0 SNOW & ICE	0.00	0.00	0.00	0.00	0.00	0.00
482.0 ADMIN	3.46	0.22	0.71	0.00	0.00	0.00
<b>226 GARBAGE FUND</b>						
528.0 COLLECT	41.50	3.36	0.63	1.26	0.00	0.00
530.0 WOODCHIPPING	64.30	2.98	3.61	1.32	0.00	0.00
782.0 WINSHALL PARK GARBAGE	9.50	0.00	0.00	0.03	4.00	5.00
783.0 ELMS PARK GARBAGE	14.00	0.00	0.47	0.03	4.00	5.00
793.0 CITY HALL	5.23	0.03	0.06	0.03	0.00	0.00
<b>590 WATER</b>						
540.0 WATER SYSTEM	224.39	9.62	18.95	3.96	0.00	0.00
<b>540.0 WATER-ON CALL</b>	2.00	0.00	0.47	0.00	0.00	0.00
542.0 READ & BILL	25.75	1.22	1.09	0.41	0.00	0.00
793.0 CITY HALL	5.27	0.03	0.06	0.03	0.00	0.00
<b>591 SEWER</b>						
536.0 SEWER SYSTEM	88.39	7.41	15.06	1.55	0.00	0.00
<b>536.0 SEWER-ON CALL</b>	2.00	0.00	0.47	0.00	0.00	0.00
537.0 LIFT STATION	14.00	0.63	1.40	0.31	0.00	0.00
542.0 READ & BILL	25.75	1.22	1.09	0.41	0.00	0.00
793.0 CITY HALL	5.27	0.03	0.06	0.03	0.00	0.00
<b>661 MOTOR POOL FUND</b>						
795.0 CITY GARAGE	36.50	1.51	3.31	0.66	0.00	0.00
<b>DAILY HOURS TOTAL</b>	<b>819.00</b>	<b>32.00</b>	<b>58.00</b>	<b>11.00</b>	<b>8.00</b>	<b>10.00</b>

**Public Works**  
**Monthly Work Orders**

10/01/14

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
WOFF14-1130 CANCELLED	BR20-007325-0000-01	FRARY, ANNA 7325 BRISTOL RD	09/02/14	WATER TURN OFF
FNRD14-0739 COMPLETED	MI10-007566-0000-03	ALLEN, CHRISTOPHER 7566 MILLER RD	09/02/14 09/02/14	FINAL READ
FNRD14-0740 COMPLETED	GR20-007488-0000-02	COX, JOSEPH 7488 GROVE ST	09/02/14 09/02/14	FINAL READ
WOFF14-1155 COMPLETED	CA10-008444-0000-03	BEVERLY, STEVEN 8444 CAPPY LN	09/02/14 09/02/14	WATER TURN OFF
WOFF14-1156 COMPLETED	DO10-005363-0000-01	ALTISOURCE 5363 DON SHENK DR	09/02/14 09/02/14	WATER TURN OFF
WOFF14-1157 COMPLETED	BR10-005071-0000-03	FISHER, TAMMY 5071 BRADY ST	09/02/14 09/02/14	WATER TURN OFF
WOFF14-1158 CANCELLED	BI10-005241-0000-02	ROBERTSON, KEVIN 5241 BIRCHCREST DR	09/02/14	WATER TURN OFF
WOFF14-1159 COMPLETED	HT10-003358-0000-01	VUCKOVICH, PATRICIA 3358 HERITAGE BLVD	09/02/14 09/03/14	WATER TURN OFF
WOFF14-1160 CANCELLED	IN10-008051-0000-04	BANKS, LORI 8051 INGALLS ST	09/02/14	WATER TURN OFF
WOFF14-1161 CANCELLED	MI10-006176-0000-02	CAMP, RUSSELL 6176 MILLER RD	09/02/14	WATER TURN OFF
WOFF14-1162 CANCELLED	MO10-005099-0000-01	OBRIEN GARAGE 5099 MORRISH RD	09/02/14	WATER TURN OFF
WOFF14-1163 COMPLETED	CA10-008396-0000-05	TORPEY, KACEY 8396 CAPPY LN	09/02/14 09/02/14	WATER TURN OFF
WOFF14-1164 COMPLETED	TH10-005032-0000-03	JONES, DARYL 5032 THIRD ST	09/02/14 09/02/14	WATER TURN OFF
FNRD14-0741 COMPLETED	AB10-007071-0000-03	SALES, ANTHONY & PAMELA 7071 ABBEY LN	09/02/14 09/02/14	FINAL READ
FNRD14-0742 COMPLETED	JI10-009206-0000-03	HANCOCK, RENA 9206 JILL MARIE LN	09/02/14 09/03/14	FINAL READ
SWBK14-0043 COMPLETED	HE10-005205-0000-02	MORGAN, JEFFREY 5205 HELMSLEY DR	09/02/14 09/02/14	SEWER BACKUP
WTON14-0752 COMPLETED	CA10-008444-0000-03	BEVERLY, STEVEN 8444 CAPPY LN	09/02/14 09/02/14	WATER TURN ON
FNRD14-0743 COMPLETED	SC20-005119-0000-04	SARI, ALLISON 5119 SCHOOL ST	09/02/14 09/03/14	FINAL READ
WTON14-0753 COMPLETED	CA10-008396-0000-05	TORPEY, KACEY 8396 CAPPY LN	09/02/14 09/02/14	WATER TURN ON
WTON14-0754 COMPLETED	TH10-005032-0000-03	JONES, DARYL 5032 THIRD ST	09/03/14 09/03/14	WATER TURN ON

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
GWO14-0309 COMPLETED	CA10-008371-0000-02	CRAFTS, JO ANN 8371 CAPPY LN	09/03/14 09/05/14	GENERIC WORK ORDE
WTON14-0755 COMPLETED	HT10-003358-0000-01	VUCKOVICH, PATRICIA 3358 HERITAGE BLVD	09/03/14 09/03/14	WATER TURN ON
WTON14-0756 COMPLETED	MI10-007165-0000-03	HUD 7165 MILLER RD	09/03/14 09/03/14	WATER TURN ON
FNRD14-0737 COMPLETED	MY10-004362-0000-01	MCMILLIN, RUTH 4362 MAYA LN	09/04/14 09/05/14	FINAL READ
LNDS14-0092 COMPLETED	WI20-005022-0000-07	CHRISLER, DENNIS R 5022 WINSTON DR	09/05/14 09/08/14	LANDSCAPING
FNRD14-0744 COMPLETED	WI10-005212-0000-04	JMZ PROPERTIES, LLC 5212 WINSHALL DR	09/05/14 09/05/14	FINAL READ
WTON14-0757 COMPLETED	FO10-005020-0000-05	WEFEL, DUSTIN 5020 FORD ST	09/05/14 09/05/14	WATER TURN ON
FNRD14-0727 COMPLETED	PA10-007091-0000-01	NIETO, EMELIO 7091 PARK RIDGE PKY	09/08/14 09/08/14	FINAL READ
FNRD14-0738 COMPLETED	CH20-008493-0000-07	COLEMAN, LEONARD 8493 CHESTERFIELD DR	09/08/14 09/08/14	FINAL READ
WOFF14-1166 CANCELLED	BR10-005032-0000-01	JOZWIAK, BERNADETTE 5032 BRADY ST	09/08/14	WATER TURN OFF
WOFF14-1167 COMPLETED	CH10-009124-0000-02	WHITE, KELLI 9124 CHELMSFORD DR	09/08/14 09/08/14	WATER TURN OFF
WOFF14-1168 CANCELLED	FI10-005037-0000-03	STARK, BETH 5037 FIRST ST	09/08/14	WATER TURN OFF
CKME14-0240 COMPLETED	SC20-005119-0000-04	SARI, ALLISON 5119 SCHOOL ST	09/08/14 09/08/14	CHECK METER
WOFF14-1170 COMPLETED	FA10-005137-0000-02	COPELAND, NELSON 5137 FAIRCHILD ST	09/09/14 09/09/14	WATER TURN OFF
WOFF14-1171 COMPLETED	MI10-008169-0000-03	JAGGAER, MICHAEL 8169 MILLER RD	09/09/14 09/09/14	WATER TURN OFF
WOFF14-1172 CANCELLED	OA10-005269-0000-02	THORNHILL, NANCY 5269 OAKVIEW DR	09/09/14 09/26/14	WATER TURN OFF
WOFF14-1173 CANCELLED	YA10-007036-0000-03	ROBISON, JACK 7036 YARMY DR	09/09/14	WATER TURN OFF
MNT14-0184 COMPLETED	CI10-008100-0000-01	PUBLIC SAFETY BUILDING 8100 CIVIC DR	09/09/14 09/10/14	BUILDING MAINTENA
BXRP14-0091	OA10-005269-0000-02	THORNHILL, NANCY 5269 OAKVIEW DR	09/09/14	CURB BOX REPAIR
WTON14-0758 COMPLETED	FA10-005137-0000-02	COPELAND, NELSON 5137 FAIRCHILD ST	09/09/14 09/09/14	WATER TURN ON
WTON14-0759 COMPLETED	MI10-008169-0000-03	JAGGAER, MICHAEL 8169 MILLER RD	09/09/14 09/09/14	WATER TURN ON
WOFF14-1165	MI10-007165-0000-03	HUD	09/10/14	WATER TURN OFF

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
COMPLETED		7165 MILLER RD	09/09/14	
FNRD14-0745 COMPLETED	CB10-003446-0000-03	RILEY CUSTOM HOMES, INC 3446 CAMBRIDGE ST	09/10/14 09/11/14	FINAL READ
GWO14-0310 COMPLETED	MP10-007245-0000-00	TEUNION, ROBERT 7245 MAPLE CREST CIR	09/10/14 09/10/14	GENERIC WORK ORDE
FLAG14-0101 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/11/14	LOWER/RAISE FLAG
FNRD14-0746 COMPLETED	CO20-007450-0000-07	CRUMLEY, BYRON D 7450 COUNTRY MEADOW DR	09/11/14 09/11/14	FINAL READ
FNRD14-0747	MI10-008353-0000-01	SMITH, HELEN 8353 MILLER RD	09/12/14	FINAL READ
WOFF14-1169 COMPLETED	DO10-005411-0000-02	HENRY, NATHAN 5411 DON SHENK DR	09/12/14 09/12/14	WATER TURN OFF
FLAG14-0102	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/15/14	LOWER/RAISE FLAG
TRIM14-0021	OA10-005309-0000-01	BLODGETT, HARRY 5309 OAKVIEW DR	09/15/14	TREE-TRIM
FNRD14-0748 COMPLETED	OA10-005154-0000-03	REO UTILITIES 5154 OAKVIEW DR	09/15/14 09/15/14	FINAL READ
FNRD14-0749 COMPLETED	SO10-000148-0000-02	FORBUSH, MICHELLE 148 SOMERSET DR	09/15/14 09/15/14	FINAL READ
WOFF14-1174 COMPLETED	CH20-008493-0000-07	COLEMAN, LEONARD 8493 CHESTERFIELD DR	09/15/14 09/15/14	WATER TURN OFF
WTON14-0760 COMPLETED	DO10-005411-0000-02	HENRY, NATHAN 5411 DON SHENK DR	09/15/14 09/15/14	WATER TURN ON
WOFF14-1175 COMPLETED	MO10-005044-0000-02	SWITZER, JAMIE 5044 MORRISH RD	09/16/14 09/16/14	WATER TURN OFF
READ14-0384 CANCELLED	BR20-007181-0000-02	EVANS, ROBERT 7181 BRISTOL RD	09/17/14	READ METER
WTON14-0762 COMPLETED	MO10-005044-0000-02	SWITZER, JAMIE 5044 MORRISH RD	09/18/14 09/18/14	WATER TURN ON
WTON14-0763 COMPLETED	IN10-008211-0000-05	HUD 8211 INGALLS ST	09/18/14 09/18/14	WATER TURN ON
LIMB14-0016	WI10-005132-0000-01	VINCENT, FRED 5132 WINSHALL DR	09/18/14	TREE LIMB DOWN
LNDS14-0093 COMPLETED	CA10-008396-0000-05	TORPEY, KACEY 8396 CAPPY LN	09/18/14 09/23/14	LANDSCAPING
WTON14-0764 COMPLETED	BR20-007325-0000-01	FRARY, ANNA 7325 BRISTOL RD	09/18/14 09/18/14	WATER TURN ON
WOFF14-1176 COMPLETED	IN10-008211-0000-05	HUD 8211 INGALLS ST	09/19/14 09/19/14	WATER TURN OFF
WOFF14-1177 COMPLETED	EL10-004112-0000-01	ESTRELLO, CIPRIANO 4112 ELMS RD	09/22/14 09/22/14	WATER TURN OFF

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
READ14-0385 COMPLETED	EL10-004125-0000-01	ELMS PARK 4125 ELMS RD	09/22/14 09/22/14	READ METER
READ14-0386 COMPLETED	MO10-004141-0000-01	MEIJER 4141 MORRISH RD	09/22/14 08/22/14	READ METER
READ14-0387 COMPLETED	MO10-004155-0000-01	MEIJER GAS STATION 4155 MORRISH RD	09/22/14 09/22/14	READ METER
READ14-0388 COMPLETED	AS10-000112-0000-03	KUBIK, DEBRA 112 ASHLEY CIR	09/22/14 09/22/14	READ METER
RPLR14-0012	EL10-004125-0000-01	ELMS PARK 4125 ELMS RD	09/22/14	REPLACE READER
READ14-0389 COMPLETED	HT10-003450-0000-02	AUSIN, ADOLFO 3450 HERITAGE BLVD	09/22/14 09/23/14	READ METER
WTON14-0765 COMPLETED	EL10-004112-0000-01	ESTRELLO, CIPRIANO 4112 ELMS RD	09/22/14 09/22/14	WATER TURN ON
WTON14-0761 COMPLETED	MI10-007103-0000-03	RAYMOND, RENEE 7103 MILLER RD	09/24/14 09/24/14	WATER TURN ON
WOFF14-1178 CANCELLED	CH20-009222-0000-02	ANDERSON, JESSICA 9222 CHESTERFIELD DR	09/25/14	WATER TURN OFF
WOFF14-1179 COMPLETED	EL10-003235-0000-06	DECKER, MARCIE 3235 ELMS RD	09/25/14 09/25/14	WATER TURN OFF
WOFF14-1180 CANCELLED	MA20-008041-0000-03	PARRY, GERRY 8041 MAPLE ST	09/25/14	WATER TURN OFF
WTON14-0766 COMPLETED	EL10-003235-0000-06	DECKER, MARCIE 3235 ELMS RD	09/25/14 09/25/14	WATER TURN ON
MNT14-0185 COMPLETED	CI10-008095-000B-01	SENIOR CENTER 8095 CIVIC DR 000B	09/25/14 09/26/14	BUILDING MAINTENA
PWO14-0002 COMPLETED	EL10-004125-0000-01	ELMS PARK 4125 ELMS RD	09/25/14 09/25/14	PRIORITY WORK ORD
CKME14-0241 COMPLETED	SE20-004373-0000-01	SWARTZ CREEK ESTATES 4373 SEYMOUR RD	09/26/14 09/26/14	CHECK METER
FNRD14-0751	NO10-009138-0000-03	ANTHONY, DAVE 9138 NORBURY DR	09/29/14	FINAL READ
FNRD14-0752	ST10-006293-0000-00	LINDSAY, DOUGLAS 6293 ST CHARLES PASS	09/29/14	FINAL READ
WOFF14-1181 COMPLETED	BR20-008041-0000-04	BENTON, WARREN 8041 BRISTOL RD	09/29/14 09/29/14	WATER TURN OFF
MNT14-0186	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/29/14	BUILDING MAINTENA
MTRP14-0437 COMPLETED	DO10-005393-0000-03	MALINOWSKI, JILL P 5393 DON SHENK DR	09/29/14 09/29/14	METER REPAIR

Total Records: 83

September 2014	MILES DRIVEN	GALLONS GAS PURCHASED	GALLONS DIESEL PURCHASED
#1 P/U 4WD			
#3 P/U 4WD	513	54	
07-03 P/U 4WD			24
09-03 P/U 4WD			24
#2 P/U 2WD	548	78	
#6-00 BACKHOE			
#9 DUMP			
#10 DUMP			
#11 DUMP			
#12-02 DUMP			
#12-04 DUMP			
#12-99 GENERATOR			
#9-02 BRUSH HOG			
#17 CASE BACKHOE			
#19 JD TRACTOR			
#06-99 BUCKET TRUCK			
#21 WOOD CHIPPER			
#807 STREET SWEEPER			63
#42 ASPHALT HEATER			
#37 TRAIL ARROW			
#10-98 3" PUMP			
#28A 3" PUMP			
3" PUMP			
#30 4" PUMP			
#31 4" PUMP			
#32 4" PUMP			
1" PUMP			
S-10		27	
<b>TOTAL</b>	<b>1061</b>	<b>158</b>	<b>111</b>

10/01/2014

CHECK REGISTER FOR CITY OF SWARTZ CREEK  
CHECK DATE FROM 09/01/2014 - 09/30/2014

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT					
09/04/2014	GEN	39467	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV. MATS, SUPPLIES	84.91 <u>33.00</u>
					117.91
09/04/2014	GEN	39468	BADGLEY CONSTRUCTION	SIDEWALK REPAIR MAINTENANCE	1,581.00
09/04/2014	GEN	39469	BRIDGEPORT EQUIPMENT CO	PARTS FOR CASE BACKHOE	57.51
09/04/2014	GEN	39470	CARL JOHNSON	UB REFUND FOR 4265 SPRINGBROOK	3.66
09/04/2014	GEN	39471	CCO MORTGAGE	SUMMER TAX OVR PMT 58-03-533-034	1,148.60
09/04/2014	GEN	39472	COMCAST BUSINESS	9/1-9/30/14 PUBLIC SAFETY BUILDING	144.80
09/04/2014	GEN	39473	CUSTOM PERSONALIZED LAWN C/	MOSQUITO CONTROL/PAJTS AMPHITHEATER 8/26	40.00
09/04/2014	GEN	39474	DAVID KRUEGER	SMALL CITIES MEETING 9/3/14 DINNER/MILEA	45.80
09/04/2014	GEN	39475	DOT FIRST AID AND SAFETY	REPLENISH FIRST AID/DPW REPLENISH FIRST AID/CITY HALL	93.28 <u>38.03</u>
					131.31
09/04/2014	GEN	39476	ELECTIONSOURCE	NAME BADGES/CHAIN PEN (4)/DESICCANT PACK	78.91
09/04/2014	GEN	39477	FIDELITY SECURITY LIFE INSUR/EYE	SEPT 2014 VISION - RETIREES (5) SEPT. 2014 VISION C. BUECHE	26.93 <u>5.95</u>
					32.88
09/04/2014	GEN	39478	GENESEE CTY DRAIN COMMISSION	NPDES PHASE II IMPL FEES	709.57
09/04/2014	GEN	39479	GILL ROYS HARDWARE	PINE-SOL/SAFETY HASP	25.98
					2.31
					8.18
					12.09
					4.99
					18.58
					33.99
					5.58
					9.98
					14.49
					4.99
					33.99
					7.58
					12.18
					43.17
					5.59
					5.99
					14.99
					4.99
					4.99
					5.99
					49.99
					14.98
					5.49



			RETURN 1 BOX SCREWS	(5.49)
			AUGUST 2014 DISCOUNT	(28.70)
				<u>316.89</u>
09/04/2014	GEN	39480	GRAND BLANC CEMENT PRODUCT MANHOLE BLOCK 4' (24)	36.72
09/04/2014	GEN	39481	JEFF PINKSTON PC K-9 FOOD AUGUST 2014	60.42
09/04/2014	GEN	39482	JOSE A MIRELES MOW & TRIM CITY PROPERTIES 9/3/14	780.00
09/04/2014	GEN	39483	MATTHEW BADE (1) FUJIFILM FINE PIX S9400W/CRIME SCENE	319.95
			NIKON L830 DUTY CAMERA	<u>199.95</u>
				519.90
09/04/2014	GEN	39484	MICHIGAN PIPE AND VALVE VALVE BOX TOP	63.11
09/04/2014	GEN	39485	NATIONSTAR SUMMER TAX OVR PMT 58-03-531-107	1,590.77
09/04/2014	GEN	39486	PLANTE & MORAN PLLC AUDIT FINANCIAL STATEMENTS FY14	4,980.00
09/04/2014	GEN	39487	PNC MORTGAGE SUMMER TAX OVR PMT 58-36-527-003	3,024.06
09/04/2014	GEN	39488	RICHARD ABRAMS SMALL CITIES MTG 9/3/14 DINNER/MILEAGE	55.09
09/04/2014	GEN	39489	ROWE PROFESSIONAL SERVICES C DESIGN BID CONST ENG AND GRAND ADMIN SCR	15,494.25
09/04/2014	GEN	39490	SHERWIN WILLIAMS SURFACE PREP (1)/WHITE PAINT (72)	693.47
09/04/2014	GEN	39491	STONEGATE MORTGAGE SUMMER TAX OVR PMT 58-36-526-001	1,482.69
09/04/2014	GEN	39492	SUBURBAN AUTO SUPPLY MOTOR TUNE-UP/STARTING FLUID/13/16" DEEP	19.77
			AIR FILTER	<u>50.99</u>
				70.76
09/04/2014	GEN	39493	MICHIGAN ASSESSORS ASSOCIATION DAMAGE ASSESSMENT CLASS/PROP TAX EXEMPTI	120.00
09/11/2014	GEN	39494	ACME BUILDING MATERIALS SANDSTONE SOFFIT	9.60
09/11/2014	GEN	39495	AMERICAN MESSAGING SEPT 2014 8108332563 8108331159	24.87
09/11/2014	GEN	39496	ARROW UNIFORM RENTAL MATS, SUPPLIES	33.00
			UNIFORMS, MATS, SUPPLIES, ENV.	<u>99.56</u>
				132.56
09/11/2014	GEN	39497	BADGLEY CONSTRUCTION SIDEWALK REPAIR MAINTENANCE RESIDENT (8)	2,384.70
09/11/2014	GEN	39498	BELL EQUIPMENT CO HOSE CONNECTOR FOR STREET SWEEPER	246.99
09/11/2014	GEN	39499	CITY OF SWARTZ CREEK REIMBURSE PETTY CASH	194.18
09/11/2014	GEN	39500	CONSUMERS ENERGY 8/1-8/31/14 4524 MORRISH RD	43.75
09/11/2014	GEN	39501	CONSUMERS ENERGY 8/1-8/31/14 ELMS PARKING LOT	29.47
09/11/2014	GEN	39502	CONSUMERS ENERGY 8/1-8/31/14 STREET LIGHTS	10,339.11
09/11/2014	GEN	39503	CONSUMERS ENERGY 8/1-8/31/14 SIRENS	28.85
09/11/2014	GEN	39504	CONSUMERS ENERGY 8/1-8/31/14 TRAFFIC LIGHTS	437.52
09/11/2014	GEN	39505	CONSUMERS ENERGY 8/2-9/2/14 A 5121 MORRISH RD	411.63
09/11/2014	GEN	39506	CONSUMERS ENERGY 8/5-9/2/14 A 5257 WINSHALL DR	22.60
09/11/2014	GEN	39507	CONSUMERS ENERGY 8/5-9/2/14 A 5361 WINSHALL DR	22.60
09/11/2014	GEN	39508	CONSUMERS ENERGY 8/5-9/2/14 A WINSHALL RESTROOMS	29.88
09/11/2014	GEN	39509	CONSUMERS ENERGY 8/2-9/2/14 A 8011 MILLER RD	22.60
09/11/2014	GEN	39510	CONSUMERS ENERGY 8/2-9/2/14 A 8059 FORTINO DR	77.41
09/11/2014	GEN	39511	CONSUMERS ENERGY 8/2-9/2/14 A 8083 CIVIC DR	1,091.37
09/11/2014	GEN	39512	CONSUMERS ENERGY 8/2-9/2/14 A 8095 CIVIC DR	1,163.14
09/11/2014	GEN	39513	CONSUMERS ENERGY 8/5-9/3/14 E 8301 CAPPY LN	276.93
09/11/2014	GEN	39514	CONSUMERS ENERGY 8/3-9/2/14 A 8499 MILLER RD	22.60
09/11/2014	GEN	39515	CONSUMERS ENERGY 8/2-8/29/14 9099 MILLER RD	22.60
09/11/2014	GEN	39516	CONSUMERS ENERGY 8/2-9/2/14 A 8100 CIVIC DR	1,250.99
09/11/2014	GEN	39517	CONSUMERS ENERGY 8/6-9/4/14 A 6425 MILLER PARK & RIDE	68.69

09/11/2014	GEN	39518	CONSUMERS ENERGY	8/6-9/4/14 A 4125 ELMS RD PAVILION	25.03
09/11/2014	GEN	39519	CONSUMERS ENERGY	8/6-9/4/14 E 4125 ELMS RD	27.60
09/11/2014	GEN	39520	DAVID KRUEGER	MILEAGE SPEAK FIREMANS MEMORIAL/SC HIGH	27.44
09/11/2014	GEN	39521	FAMILY FARM AND HOME INC	3 PK BRUSH/RED PAINT	39.98
				NUTS/BOLTS/WASHERS	0.59
				WASP & HORNET KILLER	3.49
				TRANS-HYD 5 GAS/HYD OIL 5 GAL	78.98
					<u>123.04</u>
09/11/2014	GEN	39522	HYDRO DESIGNS	WATER CROSS CONNECTION CONTROL AND COMPL	285.00
09/11/2014	GEN	39523	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	780.00
09/11/2014	GEN	39524	L & M LANDSHAPING	SCRAP TIRE RESURFACING	154,281.69
09/11/2014	GEN	39525	LANDMARK APPRAISAL CO	SEPT 2014 ASSESSOR SERVICES OCT 1, 2013-	2,324.00
09/11/2014	GEN	39526	LIQUIFORCE SEWER SERVICES	CIPP LINING PHASE 3	14,944.00
09/11/2014	GEN	39527	MICHAEL R SHUMAKER	SMALL CITIES MTG DINNER 4/4 & 9/3/14	25.49
09/11/2014	GEN	39528	MICHIGAN METER TECHNOLOGY	BATTERIES (2) METER READING	465.43
09/11/2014	GEN	39529	MY-CAN LLC	PORTAJON RENTAL 8/18-9/15/14 ELMS PARK	140.00
09/11/2014	GEN	39530	SCHAEFER'S OFFICE SOURCE	PRINTER CARTRIDGE/LABELS	103.21
				RETURN ENVELOPE OPENER	(6.22)
					<u>96.99</u>
09/11/2014	GEN	39531	SELF SERVE LUMBER CO.	LUMBER/ADHESIVE	285.31
				RETURN SOFFIT	(4.85)
					<u>280.46</u>
09/11/2014	GEN	39532	SIMEN FIGURA & PARKER PLC	AUG 2014 GEN'L/TRAFFIC/ORDIN	1,311.00
09/11/2014	GEN	39533	SUBURBAN AUTO SUPPLY	STARTING FLUID	3.49
09/11/2014	GEN	39534	SUPER FLITE OIL CO INC	8/1-8/31/14 FUEL USAGE - POLICE	2,292.10
09/11/2014	GEN	39535	SUPER FLITE OIL CO INC	8/1-8/31/14 FUEL USAGE - DPW	1,073.61
09/11/2014	GEN	39536	SWARTZ CREEK ELEVATOR	2.5 GAL ROUND UP	80.00
09/11/2014	GEN	39537	VERIZON WIRELESS	AUGUST 2014 MONTHLY INVOICE	379.87
09/18/2014	GEN	39538	ACME BUILDING MATERIALS	SANDSTONE SOFFIT	437.19
09/18/2014	GEN	39539	ADS PLUS PRINTING LLC	2500 WINDOW ENVELOPES	190.70
09/18/2014	GEN	39540	AINSWORTH LAWN EQUIPMENT	O RING	1.98
09/18/2014	GEN	39541	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	84.91
				MATS, SUPPLIES	33.00
					<u>117.91</u>
09/18/2014	GEN	39542	BADGLEY CONSTRUCTION	SIDEWALK REPAIR MAINTENANCE RESIDENT (7)	1,525.50
09/18/2014	GEN	39543	BLUMERICH COMMUNICATIONS	RADIO REPAIR W/T 721CEY9828	60.00
09/18/2014	GEN	39544	COOKS DIESEL RV & TRUCK REPAIR	REPLACED U JOINTS	544.10
09/18/2014	GEN	39545	DEAN & FULKERSON PC	LEGAL SERVICES/POLICE	91.88
09/18/2014	GEN	39546	GCMPC	TRAFFIC COUNT WEBSITE	348.00
09/18/2014	GEN	39547	GENESEE CTY DRAIN COMMISSION	AGENT FEES WESTERN TRUNK EXT BOND 8/1/14	162.39
09/18/2014	GEN	39548	JEREMY J HART	FAX/REPLACED GARAGE DOOR DPW	1,690.00
09/18/2014	GEN	39549	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	780.00
09/18/2014	GEN	39550	KENDALL HUNT PUBLISHING COM	(2) MI STATE POLICE CRIMINAL LAW PROCEDU	79.90
09/18/2014	GEN	39551	MCNAMARA'S LAWN CARE LLC	MOW & TRIM RESIDENTIAL PROPERTIES (2)	150.00
09/18/2014	GEN	39552	MID MICHIGAN MANUFACTURING	JETTED SEWER	680.00
09/18/2014	GEN	39553	SCHAEFER'S OFFICE SOURCE	ROLL TOWELS/55 GAL LINERS	235.16

09/18/2014	GEN	39554	SHERWIN WILLIAMS	HANDICAP SYMBOL	88.31
09/18/2014	GEN	39555	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	192.00
09/18/2014	GEN	39556	SUBURBAN AUTO SUPPLY	OIL FILTER (3)/FUEL FILTER	51.66
				FUEL FILTER/OIL FILTER	35.68
				AIR FILTER	13.99
				WIPER BLADES FOR 12-144	11.98
				FUSER FOR RADAR TRAILER	4.97
					<u>118.28</u>
09/18/2014	GEN	39557	SWARTZ CREEK AREA FIRE DEPT.	AUGUST 2014 MONTHLY RUNS	1,194.73
09/18/2014	GEN	39558	THOMAS SVRCEK	TRAVEL TO ITHACA FOR DUMP TRUCK REPAIR	78.40
09/25/2014	GEN	39559	ARROW UNIFORM RENTAL	MATS, SUPPLIES	33.00
				UNIFORMS, MATS, SUPPLIES, ENV.	84.91
					<u>117.91</u>
09/25/2014	GEN	39560	BETTY SHANNON	SEPT-OCT 2014 PER CONTRACT REIMB	196.00
09/25/2014	GEN	39561	BLUE CARE NETWORK-EAST MI	OCT. 2014 RETIREE MED INS KELLY	706.62
				OCT 2014 RETIREE MED INS O'BRIEN	1,239.83
				OCT 2014 RETIREE MED INS PETRUCHA	1,479.62
				OCT 2014 RETIREE MEDICAL INS SHANNON	748.01
				OCT 2014 MEDICAL INS C. BUECHE	695.01
					<u>4,869.09</u>
09/25/2014	GEN	39562	BRADYS BUSINESS SYSTEMS	COPY MACH MAINT AGREEMENT 9/21-12/20/14	1,317.65
09/25/2014	GEN	39563	COMCAST BUSINESS	9/26-10/25/14 CITY HALL	281.75
09/25/2014	GEN	39564	DELTA DENTAL PLAN	OCT 2014 DENTAL - RETIREES (5)/EST. TAX	325.36
				OCT. 2014 DENTAL C. BUECHE	77.02
					<u>402.38</u>
09/25/2014	GEN	39565	DONALD KORTH	UPDATED SERVER & WORKSTATIONS	300.00
09/25/2014	GEN	39566	GEN CTY ROAD COMMISSION	NO PARKING SIGNS (20)	107.00
				AUG 2014 S-MTCE & OPERATIONS	94.05
					<u>201.05</u>
09/25/2014	GEN	39567	GENESEE CTY DRAIN COMMISSION	7/30-8/28/14 COMM/READY TO SERVE	90,177.71
09/25/2014	GEN	39568	INTEGRITY BUSINESS SOLUTIONS	PRINTER CARTRIDGE/CORRECTION TAPE	81.08
				LETTERSIZ PADS/LETTER TRAYS/PTR CARTRID	91.59
					<u>172.67</u>
09/25/2014	GEN	39569	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	780.00
09/25/2014	GEN	39570	KENNETH SZMANSKY	MEDICAL INV HURLEY MED 644369/MERCHANTS	763.12
09/25/2014	GEN	39571	L & M LANDSHAPING	FINAL PAYMENT SCRAP TIRE RESURFACING	36,941.63
09/25/2014	GEN	39572	MEIJER, INC AND	MTT SETTLEMENT 58-36-100-001	32,641.96
				INT ON MTT SETTLEMENT 58-36-100-001	121.62

				<u>32,763.58</u>	
09/25/2014	GEN	39573	MICHIGAN LUMBER CO	PLYWOOD /1 X 6-10'/ADHESIVE	389.29
09/25/2014	GEN	39574	MICHIGAN PIPE AND VALVE	2 1/2 HOSE NOZZLE (2)	135.38
09/25/2014	GEN	39575	MRWA	WATER CERT DIST (4)	1,180.00
09/25/2014	GEN	39576	PRINTING SYSTEMS	BALLOT INST/VOTER ID CARDS/MASTER CARDS	106.00
09/25/2014	GEN	39577	UNUM LIFE INSURANCE	OCT. 2014 RETIREE LIFE INS/SHANNON	10.35
09/25/2014	GEN	39578	DONALD KORTH	DEPOSIT FOR HARDWARE TO UPGRADE SERVER	500.00
09/26/2014	GEN	39579	U. S. POST OFFICE	POSTAG FOR OCT 2014 UB BILLS	<u>696.17</u>

GEN TOTALS:

Total of 113 Disbursements:	<u>411,769.12</u>
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**SWARTZ CREEK POLICE DEPARTMENT  
MOTOR POOL RENTAL HOURS  
SEPTEMBER 2014**

	<u>101-301-941</u>	<u>101-302-941</u>	<u>101-303-941</u>	<u>101-304-941</u>
#05-168	12	0	0	0
#05-649	82	0	0	0
#12-144	166	12	0	0
#09-401	5	0.75	125	0
#13-384	414	8	0	0
#09-226	128	4	0	4
#10-161	123	23	1	0
<b>TOTAL</b>	<b>930</b>	<b>47.75</b>	<b>126</b>	<b>4</b>

SCPD200 Ticket Ledger Report  
 9/1/2014 12:00:00 AM - 9/30/2014 12:00:00  
 AM

Citation No	Citation Date Time	Location	Offense
10351	9/28/2014	Durwood	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10352	9/28/2014	Oxford	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10353	9/29/2014	Greenleaf	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10431	9/4/2014	Parkridge	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10433	9/4/2014	Chelmsford	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10434	9/4/2014	Chelmsford	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10435	9/9/2014	Worcester	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10436	9/9/2014	Durwood	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10437	9/10/2014	Ford St	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10438	9/10/2014	Durwood	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10439	9/19/2014	Durwood	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10440	9/27/2014	Greenleaf	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10441	9/27/2014	Frederick	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10443	9/27/2014	Frederick	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10444	9/27/2014	Frederick	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations

10445	9/28/2014	Winshall	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10446	9/28/2014	Don Shenk	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10447	9/28/2014	Worcester	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10448	9/28/2014	Worcester	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10449	9/28/2014	Worcester	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10450	9/28/2014	Worcester	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10526	9/1/2014	Oakview	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10528	9/4/2014	Don Shenk	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10629	9/4/2014	Miller Rd	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
1183716	9/5/2014	Fairchild At Ingalls	
			8275 - 54003 - Traffic - Driver License Law Violations
			8280 - 54003 - Traffic - No Proof of Insurance
			8121 - 54003 - Traffic - Disregarded Stop Sign
1183766	9/4/2014	Miller Near Morrish	
			8280 - 54003 - Traffic - No Proof of Insurance
1220767	9/9/2014	Miller Near Morrish	
			8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License
1269849	9/8/2014	Miller Near Frd	
			9912 - 93003 - Traffic, Non-Criminal - Traffic Violations (Civil Infractions)
1269850	9/8/2014	Morrish Near Fortino	
			8280 - 54003 - Traffic - No Proof of Insurance
1269851	9/12/2014	Miller At Elms	
			8122 - 54003 - Traffic - Disregarded Flashing Red Signal
			8280 - 54003 - Traffic - No Proof of Insurance
1269852	9/12/2014	7084 Miller Rd	
			3074 - Retail Fraud Theft 2nd Degree
1269853	9/17/2014	Seymour Near Durwood	

			8280 - 54003 - Traffic - No Proof of Insurance
1269854	9/17/2014	Elms Near Yarmy	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1269855	9/17/2014	Miller Near Mclain	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1269861	9/2/2014	Morrish Near I-69	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1269952	9/10/2014	Morrish Near Mary	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1269953	9/20/2014	Morrish Near Mary	
			8280 - 54003 - Traffic - No Proof of Insurance
1269954	9/20/2014	Morrish Near Mary	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1269955	9/21/2014	4141 Morrish Rd	
			2607 - Fraud - False Statements
1269956	9/24/2014	Morrish Near Mary	
			8277 - 54003 - Traffic - Registration Law Violations
1269957	9/24/2014	Morrish Near Mary	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1269958	9/25/2014	Morrish Near Mary	
			8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License
1269959	9/29/2014	Elms Park Near Elms Rd	
			8072 - 54003 - Traffic - Careless Driving
1270019	9/6/2014	Morrish At Mary	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1270020	9/10/2014	Miller Near Elms	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1270076	9/9/2014	Morrish Near Apple Crk	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1270077	9/10/2014	Morrish At Mary	
			8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License
1270078	9/25/2014	Miller Near Seymour	
			8280 - 54003 - Traffic - No Proof of Insurance
1270080	9/26/2014	Miller Near School	
			8114 - 54003 - Traffic - Failed to Yield (All Others)
1270173	9/27/2014	Miller Near Fairchild	



8072 - 54003 - Traffic - Careless Driving

Total Tickets : 50

Total Offenses : 53

# City of Swartz Creek

## Building Permit List

2014

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
<b>Building</b>							
PB1400046	09/04/14	THD At-Home Services, Inc.	(734) 246 3955	58-36-526-054	\$1,050	\$105.00	7082 ABBEY LN 48473- Window Replacement
PB1400047	09/08/14	HYRMAN, DANIEL		58-02-501-029	\$6,144	\$130.00	5149 OXFORD CT 48473- Res Deck
PB1400048	09/11/14	WOODSIDE BUILDERS, IN	(810) 635 2227	58-36-676-059	\$116,662	\$680.00	7204 LINDSEY DR 48473 Res Single Family
PB1400049	09/10/14	WOODSIDE BUILDERS, IN		58-36-552-010	\$121,652	\$705.00	7550 MILLER RD 48473- Com Add/Alter/Repair
PB1400050	09/11/14	Caring Construction	(810) 232 6739	58-03-531-156	\$7,500	\$135.00	9201 CHESTERFIELD DR 48473- Roofing
PB1400051	09/23/14	Efficient Demolition	(810) 742 3040	58-35-576-021	\$0	\$150.00	4264 MORRISH RD 48473- Demolish Structure
PB1400052	09/24/14	Dale Leighton	(810) 629 1906	58-36-651-059	\$2,736	\$110.00	7508 ELIZABETH CT 48473- Res Deck
PB1400054	09/25/14	SHORTT, JAMES & CHERIL		58-02-503-009	\$1,283	\$105.00	5214 DON SHENK DR 48473- Roofing

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**Total:            8 Permits            Value: \$257,027            Fee Total:            \$2,120.00            Total Number of Dwelling Units            1**

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**Electrical**

PE1400049	09/10/14	B & W Electric	(810) 397 4246	58-36-676-058	\$0	\$317.00	7224 LINDSEY DR 48473 Electrical
PE1400050	09/10/14	B & W Electric	(810) 397 4246	58-36-676-057	\$0	\$283.00	7230 LINDSEY DR 48473 Electrical
PE1400051	09/10/14	B & W Electric	(810) 397 4246	58-36-578-012	\$0	\$153.00	7168 MILLER RD 48473- Electrical
PE1400052	09/10/14	B & W Electric	(810) 397 4246	58-36-552-010	\$0	\$281.00	7550 MILLER RD 48473- Electrical
PE1400053	09/11/14	Cougar Electric LLC	(810) 691 2684	58-02-501-057	\$0	\$166.00	8518 CHESTERFIELD DR 48473- Electrical
PE1400054	09/23/14	Cougar Electric LLC	(810) 691 2684	58-03-534-049	\$0	\$240.00	9262 JILL MARIE LN 48473- Electrical
PE1400055	09/23/14	Cougar Electric LLC	(810) 691 2684	58-02-200-030	\$0	\$110.00	5220 MORRISH RD 48473- Electrical
PE1400056	09/29/14	Cougar Electric LLC	(810) 691 2684	58-03-534-016	\$0	\$147.00	9267 JILL MARIE LN 48473- Electrical

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**Total:            8 Permits            Value: \$0            Fee Total:            \$1,697.00            Total Number of Dwelling Units            0**

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# City of Swartz Creek Building Permit List

2014

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction	
<b>Mechanical</b>								
PM140068	09/08/14	Staley's Plbg & Htg, Inc.	(810) 659 5572	58-36-651-125	\$0	\$170.00 4386 SPRINGBROOK DR	48473-Mechanical	
PM140069	09/09/14	Sherman Heating & Cooling	(810) 630 6032	58-36-676-058	\$0	\$305.00 7224 LINDSEY DR	48473 Mechanical	
PM140070	09/09/14	Sherman Heating & Cooling	(810) 630 6032	58-36-576-012	\$0	\$185.00 7070 MILLER RD A	48473-Mechanical	
PM140071	09/10/14	Terry Allen Plbg & Htg Co	(810) 232 8270	58-36-526-076	\$0	\$135.00 7095 YARMY DR	48473-Mechanical	
PM140072	09/17/14	Ferrigan Heating and Cooling	(810) 691 5815	58-36-578-012	\$0	\$180.00 7168 MILLER RD	48473-Mechanical	
PM140073	09/29/14	Blessing Co.	(810) 694 4861	58-03-400-010	\$0	\$130.00 5448 SEYMOUR RD	48473-Mechanical	
PM140074	09/29/14	Holland Heating & Cooling	(810) 653 4328	58-03-626-028	\$0	\$130.00 9163 LUEA LN	48473-Mechanical	
PM140075	09/29/14	Staley's Plbg & Htg, Inc.	(810) 659 5572	58-02-501-057	\$0	\$105.00 8518 CHESTERFIELD DR	48473-Mechanical	
<b>Total:</b>		<b>8 Permits</b>	<b>Value: \$0</b>		<b>Fee Total:</b>	<b>\$1,340.00</b>	Total Number of Dwelling Units	<b>0</b>
<b>Plumbing</b>								
PP140018	09/08/14	Burnash Plbg	(810) 836 3489	58-36-552-010	\$0	\$227.00 7550 MILLER RD	48473-Plumbing	
PP140019	09/08/14	Burnash Plbg	(810) 836 3489	58-36-676-057	\$0	\$259.00 7230 LINDSEY DR	48473 Plumbing	
PP140020	09/17/14	Burriss Plumbing Inc	(810) 513 5929	58-36-578-012	\$0	\$155.00 7168 MILLER RD	48473-Plumbing	
<b>Total:</b>		<b>3 Permits</b>	<b>Value: \$0</b>		<b>Fee Total:</b>	<b>\$641.00</b>	Total Number of Dwelling Units	<b>0</b>
<b>Permit Total: 27</b>		<b>Value: \$257,027</b>		<b>Fee Total: \$5,798.00</b>				

10/09/14

# City of Swartz Creek Building Permit List

2014

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
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Permit.DateIssued Between 9/1/2014 12:00:00  
AM AND 9/30/2014 12:00:00 AM

# Enforcements By Category

10/09/14

## BLIGHT

Enforcement Number	Address	Status	Filed	Closed
E14-101	4278 MORRISH RD	Violation	09/12/14	
E14-102	6218 MILLER RD	No Violation	09/15/14	09/18/14
E14-103	7103 MILLER RD	Violation	09/17/14	

**Total Entries: 3**

## BUILDING VIOLATIONS

Enforcement Number	Address	Status	Filed	Closed
E14-104	4935 ITA CT	No Violation	09/18/14	09/24/14
E14-107	7550 MILLER RD	No Violation	09/29/14	09/29/14

**Total Entries: 2**

## PARKING

Enforcement Number	Address	Status	Filed	Closed
E14-106	4134 JENNIE LN	Violation	09/25/14	

**Total Entries: 1**

## UNLICENSED VEHICLES

Enforcement Number	Address	Status	Filed	Closed
E14-098	9206 JILL MARIE LN	Closed	09/09/14	09/24/14

**Total Entries: 1**

## WEED COMPLAINT

Enforcement Number	Address	Status	Filed	Closed
E14-097	5388 DURWOOD DR	Closed	09/03/14	09/09/14
E14-099	6060 W BRISTOL RD	Closed	09/09/14	09/09/14
E14-100	4278 MORRISH RD	Violation	09/12/14	

City Council Packet

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October 13, 2014

# Enforcements By Category

10/09/14

**Total Entries: 3**

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**Total Records: 10**

Population: All Records

Enforcement.DateFiled Between 9/1/2014 12:00:00 AM AND 9/30/2014 12:00

# Inspection List

10/09/14

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result	Inspector
6491 BRISTOL RD	58-31-501-009	Status	09/03/2014	09/03/2014	Complied	Marty Johnson
9181 CHESTERFIELD DR	58-03-531-154	Status	09/03/2014	09/03/2014	Complied	Marty Johnson
8103 CRAPO ST	58-02-530-042	Status	09/03/2014	09/03/2014	Complied	Marty Johnson
8295 MILLER RD	58-02-526-092	Status	09/03/2014	09/03/2014	No Change	Marty Johnson
4015 ELMS RD	58-31-501-006	Backfill	09/03/2014	09/03/2014	Approved	Marty Johnson
9160 LUEA LN	58-03-626-004	Final	09/03/2014	09/03/2014	Approved	Marty Johnson
7538 MILLER RD	58-36-300-021	Status	09/03/2014	09/03/2014	No Violation	Marty Johnson
5388 DURWOOD DR	58-03-533-114	Citation	09/03/2014			Tom Svrcek
4194 JENNIE LN	58-36-526-022	Final	09/04/2014	09/04/2014	Approved	Bob Davis
7216 PARK RIDGE PKWY	58-36-530-016	Final	09/04/2014	09/04/2014	Approved	Bob Davis
7224 LINDSEY DR	58-36-676-058	Rough	09/04/2014	09/04/2014	Approved	Bob Davis
7224 LINDSEY DR	58-36-676-058	Rough & Service	09/08/2014	09/08/2014	Approved	Leon Buning
5149 OXFORD CT	58-02-501-029	Post Hole	09/08/2014	09/08/2014	Approved	Marty Johnson
4264 MORRISH RD	58-35-576-021	Letter	09/08/2014	09/08/2014	Violation(s)	Tara Ford
7550 MILLER RD	58-36-552-010	Rough	09/09/2014	09/09/2014	Approved	Bob Davis
7230 LINDSEY DR	58-36-676-057	Rough & U/G	09/09/2014	09/09/2014	Approved	Bob Davis
5126 MORRISH RD	58-02-200-019	Letter	09/09/2014	09/09/2014	Violation(s)	Tara Ford
8295 MILLER RD	58-02-526-092	Letter	09/09/2014	09/09/2014	Violation(s)	Tara Ford
6060 W BRISTOL RD	58-31-526-009	Site Inspection	09/09/2014			Tom Svrcek
8298 MILLER RD	58-35-300-019	Citation	09/10/2014	09/10/2014	Partially Complied	Marty Johnson
7139 MILLER RD	58-36-577-019	Citation	09/10/2014	09/10/2014	No Change	Marty Johnson
9206 JILL MARIE LN	58-03-534-040	Ordinance	09/10/2014	09/11/2014	Violation(s)	Marty Johnson
7070 MILLER RD A	58-36-576-012	Rough	09/11/2014	09/11/2014	Approved	Bob Davis
4386 SPRINGBROOK DR	58-36-651-125	Final	09/11/2014	09/11/2014	Approved	Bob Davis
7550 MILLER RD	58-36-552-010	Framing	09/11/2014	09/11/2014	Approved	Marty Johnson
7550 MILLER RD	58-36-552-010	Rough	09/11/2014	09/11/2014	Approved	Leon Buning
7168 MILLER RD	58-36-578-012	Final	09/11/2014	09/11/2014	Approved	Leon Buning

# Inspection List

10/09/14

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result	Inspector
9206 JILL MARIE LN	58-03-534-040	Letter	09/11/2014	09/11/2014	Violation(s)	Tara Ford
4278 MORRISH RD	58-35-576-019	Site Inspection	09/12/2014			Tom Svrcek
5160 OAKVIEW DR	58-02-501-022	Final Zoning	09/15/2014	09/15/2014	Approved	Marty Johnson
7204 LINDSEY DR	58-36-676-059	Swr Tap In	09/16/2014	09/16/2014	Approved	Bob Davis
8048 MILLER RD	58-35-576-039	Final	09/16/2014	09/16/2014	Approved	Leon Buning
8048 MILLER RD	58-35-576-039	Final Zoning	09/16/2014	09/16/2014	Approved	Marty Johnson
7204 LINDSEY DR	58-36-676-059	Footing	09/16/2014	09/16/2014	Disapproved	Marty Johnson
9201 CHESTERFIELD DR	58-03-531-156	Final	09/16/2014	09/16/2014	Approved	Marty Johnson
8518 CHESTERFIELD DR	58-02-501-057	Concrete Pad Locat	09/16/2014	09/16/2014	Approved	Marty Johnson
5472 MILLER RD	58-29-551-002	Status	09/17/2014	09/18/2014	No Change	Marty Johnson
7139 MILLER RD	58-36-577-019	Citation	09/17/2014	09/17/2014	No Change	Marty Johnson
4278 MORRISH RD	58-35-576-019	Code	09/17/2014	09/18/2014	Violation(s)	Marty Johnson
6218 MILLER RD	58-31-526-016	Site Inspection	09/17/2014	09/18/2014	No Violation	Marty Johnson
5086 FAIRCHILD ST	58-02-526-082	Status	09/17/2014	09/17/2014	Complied	Marty Johnson
5375 SEYMOUR RD	58-03-533-031	Site Inspection	09/17/2014	09/17/2014	No Change	Marty Johnson
5370 MILLER RD	58-29-551-012	Site Inspection	09/17/2014	09/17/2014	No Change	Marty Johnson
5090 FAIRCHILD ST	58-02-526-081	Site Inspection	09/17/2014	09/17/2014	No Change	Marty Johnson
5235 WORCHESTER DR	58-02-502-034	Site Inspection	09/17/2014	09/17/2014	No Change	Marty Johnson
5184 BIRCHCREST DR	58-03-531-120	Site Inspection	09/17/2014	09/17/2014	No Change	Marty Johnson
5020 FORD ST	58-02-528-009	Site Inspection	09/17/2014	09/17/2014	No Change	Marty Johnson
7224 LINDSEY DR	58-36-676-058	Rough	09/18/2014	09/18/2014	Approved	Bob Davis
7168 MILLER RD	58-36-578-012	Final	09/18/2014	09/18/2014	Approved	Bob Davis
7224 LINDSEY DR	58-36-676-058	Rough	09/18/2014	09/18/2014	Approved	Marty Johnson
7168 MILLER RD	58-36-578-012	Final	09/18/2014	09/18/2014	Approved	Bob Davis
7204 LINDSEY DR	58-36-676-059	Footing Reinspectio	09/18/2014	09/18/2014	Approved	Marty Johnson
5375 SEYMOUR RD	58-03-533-031	Letter	09/18/2014	09/18/2014	Violation(s)	Tara Ford
City Council Packet			61			October 13, 2014
5370 MILLER RD	58-29-551-012	Letter	09/18/2014	09/18/2014	Violation(s)	Tara Ford



# Inspection List

10/09/14

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result	Inspector
5090 FAIRCHILD ST	58-02-526-081	Letter	09/18/2014	09/18/2014	Violation(s)	Tara Ford
5235 WORCHESTER DR	58-02-502-034	Letter	09/18/2014	09/18/2014	Violation(s)	Tara Ford
5184 BIRCHCREST DR	58-03-531-120	Letter	09/18/2014	09/18/2014	Violation(s)	Tara Ford
5020 FORD ST	58-02-528-009	Letter	09/18/2014	09/18/2014	Violation(s)	Tara Ford
7224 LINDSEY DR	58-36-676-058	Insulation	09/23/2014	09/23/2014	Approved	Marty Johnson
5404 MILLER RD	58-29-551-010	Final	09/23/2014	09/23/2014	Approved	Bob Davis
7095 YARMY DR	58-36-526-076	Final	09/23/2014	09/23/2014	Approved	Bob Davis
4264 MORRISH RD	58-35-576-021	Status	09/24/2014	09/23/2014	Complied	Marty Johnson
5126 MORRISH RD	58-02-200-019	Status	09/24/2014	09/24/2014	Complied	Marty Johnson
8295 MILLER RD	58-02-526-092	Status	09/24/2014	09/24/2014	Violation(s)	Marty Johnson
8298 MILLER RD	58-35-300-019	Status	09/24/2014	09/24/2014	Partially Complied	Marty Johnson
9206 JILL MARIE LN	58-03-534-040	Status	09/24/2014	09/24/2014	Complied	Marty Johnson
7103 MILLER RD	58-36-577-017	Code	09/24/2014	09/24/2014	Violation(s)	Marty Johnson
4935 ITA CT	58-35-400-016	Site Inspection	09/24/2014	09/24/2014	No Violation	Marty Johnson
4278 MORRISH RD	58-35-576-019	Letter	09/24/2014	09/24/2014	Violation(s)	Tara Ford
5472 MILLER RD	58-29-551-002	Letter	09/24/2014	09/24/2014	Violation(s)	Tara Ford
7103 MILLER RD	58-36-577-017	Letter	09/24/2014	09/24/2014	Violation(s)	Tara Ford
5157 MORRISH RD	58-01-100-013	Direction	09/25/2014	09/25/2014	Partially Complied	Marty Johnson
6060 BRISTOL RD	58-29-300-007	U/G-UAW Bathro	09/25/2014	09/25/2014	Approved	Bob Davis
7508 ELIZABETH CT	58-36-651-059	Post Hole	09/25/2014	09/25/2014	Approved	Marty Johnson
8518 CHESTERFIELD DR	58-02-501-057	Final	09/25/2014	09/25/2014	Approved	Leon Buning
5220 MORRISH RD	58-02-200-030	Final	09/25/2014	09/25/2014	Approved	Leon Buning
9262 JILL MARIE LN	58-03-534-049	Pad Location	09/25/2014	09/25/2014	Approved	Marty Johnson
7204 LINDSEY DR	58-36-676-059	Backfill	09/26/2014	09/26/2014	Approved	Marty Johnson
7508 ELIZABETH CT	58-36-651-059	Final	09/29/2014	09/29/2014	Disapproved	Marty Johnson
7550 MILLER RD	58-36-552-010	Site Inspection	09/29/2014	09/29/2014	No Violation	Marty Johnson

# Inspection List

10/09/14

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result	Inspector
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**Inspections: 80**

Population:

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

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This Amended and Restated Labor Agreement is made this 13<sup>th</sup> day of October, 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, amended April 7, 2014, and effective for the period of July 1, 2012 through June 30, 2016; and

WHEREAS, the City and the Association wish 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 October 13, 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**

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:

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

Supervisors' Agreement	1	October 13, 2014
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UNIT I - City Clerk/Finance Director, City Treasurer, Assessor, 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 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:

<u>Position</u>	<u>Jul 1, 2012 (1.5%)</u>	<u>Jul 1, 2013 (1.5%)</u>	<u>Jul 1, 2014 (2%)</u>	<u>Jul 1, 2015</u>
<u>City Clerk/Finance Director:</u>	\$54,363	\$55,178	\$72,000*	Open
<u>Treasurer:</u>	\$47,713	\$48,429	\$56,000*	Open
<u>Dir of Public &amp; Comm Services:</u>	\$56,749	\$57,600	\$58,752	Open
<u>Asses – Zon Admin – Code Enf:</u>	N/A	N/A	N/A	N/A
<u>Chief of Police – Dir of Pub Saf:</u>	\$59,071	\$59,957	\$61,156	Open
<u>Police Lieutenant:</u>	\$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.

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\*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 1<sup>st</sup> 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 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 2<sup>nd</sup> 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 30<sup>th</sup> 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 subject to availability, rules and conditions set forth by the provider, the employer will pay a 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 share of costs for 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, in an amount consummate with the 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 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

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

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

Year	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Single Cap	\$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
Double Cap	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

3). 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, whichever is greater. 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.

4). 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.

5). 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.

l). Except for retirees who are 65 years of age or older, Employees with at least 25 years of service that are eligible for, and receiving post-retirement medical coverage under the city's plan, shall be eligible to receive a \$375 taxable stipend each month for the purpose of covering dental, vision, and related incidental expenses not otherwise provided for.

## **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 30<sup>th</sup> 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 \_\_\_\_\_  
Thomas Svrcek, President

By \_\_\_\_\_  
Juanita Aguilar, City Clerk

By \_\_\_\_\_  
Juanita Aguilar, 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**

REVISED: 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, 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.
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.
24. Prepare revenue forecasts for budget and management decisions.
25. Assist external auditors by providing needed data and by responding to inquiries in the course of an audit.
26. Direct purchasing for the city.
27. Coordinate the preparation of real and personal property rolls, special assessment rolls, jeopardy tax and assessment collections and administration.
28. Attend job related training courses and seminars, complete appropriate N.I.M.S. Training.
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:

\_\_\_\_\_ Date  
Adam Zettel, City Manager

Approved:

\_\_\_\_\_ Date  
Rick Clolinger, Association President

**City of Swartz Creek  
Job Description**

**City Treasurer**  
REVISED: April, 2014

**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.
12. Prepare revenue forecasts for budget and management decisions.

13. Supervise the city's real property and personal tax records, including property transfer affidavits.
14. Prepare property tax and special assessment roles.
15. Oversee meetings of the Board of Equalization.
16. Prepare and execute jeopardy tax assessments.
17. Compile delinquent tax rolls, including computation of interest, penalty, and collection fees for the County Treasurer.
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.
22. Audit payroll records, withholding and employee benefit reports.
23. Assist external auditors by providing needed data and by responding to inquiries in the course of an audit.
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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October 13, 2014

- 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:

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Paul Bueche, City Manager

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Date

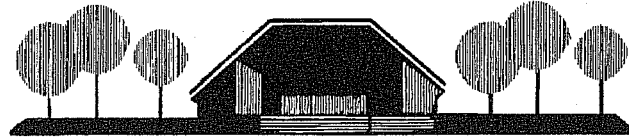
Approved:

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Rick Clolinger, Association President

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Date



**Swartz Creek Fine Arts Association**

Pajtas Theatre

9/25/2014

To: City of Swartz Creek

From: Swartz Creek Fine Arts Association

Dear Madams and Sirs:

The Swartz Creek Fine Arts Association board of directors, has directed me to request a renewal of the land use lease of 8099 Civic Dr. Per the previous agreements we are seeking a 10 year renewal of said lease, with all provisions and addendums of the 2010 revised agreements in place. We welcome your support of the fine arts and our continued efforts to provide free community entertainment.

Sincerely,

A handwritten signature in black ink, appearing to read "David Spillane". The signature is fluid and cursive.

David Spillane  
President- Swartz Creek Fine Arts Association

**CITY OF SWARTZ CREEK  
STORM WATER ORDINANCE  
SWARTZ ZCREEK CITY COUNCIL  
SWARTZ CREEK  
GENESEE COUNTY, MICHIGAN**

**ORDINANCE NO. 415**

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, FOR SWARTZ CREEK, MICHIGAN, BY REPEALING ORDINANCE 376 AND REMOVING CHAPTER 15 ARTICLE IV AND ADDING ARTICLES I THROUGH IX TO CHAPTER 21 TO REGULATE STORM WATER CONTROL; TO PROVIDE FOR STORM WATER PERMITS AND FOR PAYMENT OR REIMBURSEMENT OF COSTS INCURRED BY THE CITY OF SWARTZ CREEK DUE TO STORM WATER PERMITS; AND TO PROVIDE PENALTIES FOR VIOLATIONS.

**THE CITY OF SWARTZ CREEK ORDAINS:**

**Section 1. Amendment of Code of Ordinances.**

Chapter 15 of the Code of Ordinances of the City of Swartz Creek, Michigan is amended by repealing Ordinance 376 (Chapter 15, Articles I through IV) and by adding Articles I through IX of Chapter 21 to read as follows:

**Article I. Storm Water**

**Section 21.101 Title**

This ordinance shall be known as the “City of Swartz Creek Stormwater Management Ordinance” and may be so cited.

**Section 21.102 Findings**

The City of Swartz Creek finds that:

- (a) Water bodies, roadways, structures, and other property within, and downstream of the City of Swartz Creek are at times subjected to flooding;
- (b) Flooding is a danger to the lives and property of the public and is also a danger to the natural resources of the City of Swartz Creek and the region;
- (c) Land development alters the hydrologic response of watersheds, resulting in increased storm water runoff rates and volumes, increased

flooding, increased stream channel erosion, and increased sediment transport and deposition;

- (d) Storm water runoff produced by land development contributes to increased quantities of water-borne pollutants;
- (e) Increases of storm water runoff, soil erosion, and non-point source pollution have occurred as a result of land development, and cause deterioration of the water resources of the City of Swartz Creek and downstream municipalities;
- (f) Storm water runoff, soil erosion, and non-point source pollution, due to land development within the City of Swartz Creek, have resulted in a deterioration of the water resources of the City of Swartz Creek and downstream municipalities;
- (g) Increased storm water runoff rates and volumes, and the sediments and pollutants associated with storm water runoff from future development projects within the City of Swartz Creek will, absent reasonable regulation and control, adversely affect the City of Swartz Creek's water bodies and water resources, and those of downstream municipalities;
- (h) Storm water runoff, soil erosion, and non-point source pollution can be controlled and minimized by the regulation of storm water runoff from development;
- (i) Adopting the standards, criteria and procedures contained in this ordinance and implementing the same will address many of the deleterious effects of storm water runoff;
- (j) Adopting these standards is necessary for the preservation of the public health, safety and welfare.

### **Section 21.103 Purpose**

It is the purpose of this ordinance to establish minimum storm water management requirements and controls to accomplish, among others, the following objectives:

- (a) To reduce artificially induced flood damage;
- (b) To minimize increased storm water runoff rates and volumes from identified new land development;
- (c) To minimize the deterioration of existing watercourses, culverts and bridges, and other structures;
- (d) To encourage water recharge into the ground where geologically favorable conditions exist;

- (e) To prevent an increase in non-point source pollution;
- (f) To maintain the integrity of stream channels for their biological functions, as well as for drainage and other purposes;
- (g) To minimize the impact of development upon stream bank and streambed stability;
- (h) To reduce erosion from development or construction projects;
- (i) To preserve and protect water supply facilities and water resources by means of controlling increased flood discharges, stream erosion, and runoff pollution; and,
- (j) To reduce storm water runoff rates and volumes, soil erosion, and non-point source pollution, wherever practicable, from lands that were developed without storm water management controls meeting the purposes and standards of this ordinance.
- (k) To reduce the adverse impact of changing land use on water bodies and, to that end, this ordinance establishes minimum standards to protect water bodies from degradation resulting from changing land use where there are insufficient storm water management controls.

**Section 21.104 Applicability, Exemptions and General Provisions**

- (1) To prevent an increase in non-point source pollution; this ordinance shall apply to any earth-disturbing activities greater than or equal to 1-acre ( $\geq 1$  ac.) for new development or redevelopment projects or earth disturbing activities less than 1-acre on parcels with greater than or equal to 50% ( $\geq 50\%$ ) impervious surface which will alter storm water drainage characteristics of the development site. Typically these developments require approval of a plat, a site development plan, building permit, and other permits to be obtained. However, this ordinance shall not apply to the following:
  - (a) Development on one single-family lot, parcel, or condominium unit where the City of Swartz Creek determines that due to the size of the development site or other circumstances, the quantity, quality, and or rate of stormwater flow does not materially alter storm water flow from the property in terms of rate and/or volume.
  - (b) The installation or removal of individual mobile homes within a mobile home park. This exemption shall not be construed to apply to the construction, expansion, or modification of a mobile home park.
  - (c) Ongoing farm operations such as tilling or plowing. Earth disturbances that are not directly related to farming are not exempt from this ordinance.



- (d) Plats with preliminary plat approval and other developments with final land use approval prior to the effective date of this ordinance, where such approvals remain in effect.
- (e) Additions or modifications to any single family or duplex structure disturbing less than 20,000 square feet of land.
- (f) Landscaping or gardening involving less than 5,000 square feet of land.
- (g) Construction of a dwelling on a legal lot within a development that itself previously received approval under this article, provided that less than 5,000 square feet of land is cleared or graded for such construction

### **Section 21.105 Definitions**

For the purpose of this ordinance, the following words and phrases shall have the meanings respectively ascribed to them by this Section unless the context in which they are used specifically indicates otherwise:

- (a) Best Management Practices (BMPs) - A practice, or combination of practices and design criteria that comply with the Michigan Department of Natural Resources and Environment's Guidebook of BMPs for Michigan Watersheds, the Low Impact Development Manual for Michigan, or equivalent practices and design criteria that accomplish the purposes of this ordinance (including, but not limited to minimizing storm water runoff and preventing the discharge of pollutants into storm water) as determined by the City Engineer, and, where appropriate, the standards of the Genesee County Drain Commissioner.
- (b) Building Opening - Any opening of a solid wall such as a window or door, through which floodwaters could penetrate.
- (c) Construction Site Storm Water Runoff - Storm water runoff from a development site following an earth change.
- (d) Detention - A system which is designed to capture storm water and release it over a given period of time through an outlet structure at a controlled rate.
- (e) Developed or Development - The installation or construction of impervious surfaces on a development site that require, pursuant to state law or local ordinance, the City's approval of a site plan, plat, site condominium, special land use, planned unit development, rezoning of land, land division approval, private road approval or other approvals required for the development of land or the erection of buildings or structures; provided, however, that for purposes of Article II only, developed or development shall not include the actual construction of, or

an addition, extension or modification to, an individual single-family or a two-family detached dwelling or appurtenances to the same, if the City Manager finds that such construction, addition, extension or modification will not result in adverse storm water runoff. In making his written finding, the City Manager may consult with the Zoning Administrator, planning committee, the code enforcement official and/or the City engineer.

- (f) Developer - Any person proposing or implementing the development of land. Developer can also be interpreted to include their designated design representative (e.g. architects and engineers).
- (g) Development Site - Any land that is being or has been developed, or that a developer proposes for development.
- (h) Discharger - Any person or entity who directly or indirectly discharges storm water from any property. Discharger also means any employee, officer, director, partner, contractor, or other person who participates in, or is legally or factually responsible for, any act or omission which is or results in a violation of this ordinance.
- (i) Drain - Any drain as defined in the Drain Code of 1956, as amended, being MCL 280.1, et. seq., other than an established county or intercounty drain.
- (j) Drainage - The collection, conveyance, or discharge of ground water and/or surface water.
- (k) Drainageway - The area within which surface water or ground water is carried from one part of a lot or parcel to another part of the lot or parcel or to adjacent land.
- (l) Earth Change - Any human activity which removes ground cover, changes the slope or contours of the land, or exposes the soil surface to the actions of wind and rain. Earth change includes, but is not limited to, any excavating, surface grading, filling, landscaping, or removal of vegetative roots.
- (m) EPA - The United States Environmental Protection Agency.
- (n) Erosion - The process by which the ground surface is worn away by action of wind, water, gravity or a combination thereof.
- (o) Exempted Discharges - Discharges other than storm water as specified in Section 1.04 and 4.02 of this ordinance.
- (p) Flood or Flooding - A general and temporary condition of partial or complete inundation of normally dry land areas resulting from the

overflow of water bodies or the unusual and rapid accumulation of surface water runoff from any source.

- (q) Floodplain - Any land area subject to periodic flooding ( $\geq 2$  square miles)
- (r) Flood Protection Elevation (FPE) - The Base Flood Elevation plus one (1) foot at any given location.
- (s) Grading - Any stripping, excavating, filling, and stockpiling of soil or any combination thereof and the land in its excavated or filled condition.
- (t) Hazardous or Toxic Material – OSHA defines hazardous and toxic substances as those chemicals which are capable of causing harm. In this definition, the term chemical includes dusts, mixtures, and common materials such as paints, fuels, and solvents. OSHA currently regulates exposure to approximately 400 substances and the OSHA Chemical Sampling Information file contains listings for approximately 1500 substances. Some industrial libraries maintain files of material safety data sheets (MSDS) for more than 100,000 substances.
- (u) Illicit Connection - Any method or means for conveying an illicit discharge into water bodies or the City's storm water system.
- (v) Illicit Discharge - Any discharge to water bodies that does not consist entirely of storm water, discharges pursuant to the terms of an NPDES permit, or exempted discharges as defined in this ordinance.
- (w) Impervious Surface - Surface that does not allow storm water runoff to slowly percolate into the ground.
- (x) Improvements - Means those features and actions associated with a project that are considered necessary by the body or official granting zoning approval to protect natural resources or the health, safety, and welfare of the residents of a local unit of government and future users or inhabitants of the proposed project or project area, including roadways, lighting, utilities, sidewalks, screening, and drainage. Improvements do not include the entire project that is the subject of zoning approval.
- (y) MS4 – Municipal Separate Storm Water Sewer System
- (z) MDNRE - Michigan Department of Natural Resources and Environment.
- (aa) Municipality – County, City, Village, or Township or their designated representative.
- (bb) NPDES - National Pollution Discharge Elimination System.
- (cc) Person - An individual, firm, partnership, association, public or private corporation, public agency, instrumentality, or any other legal entity.

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- (dd) Planning board/commission - Means a county planning commission created under the Michigan Zoning Enabling Act, 2006 PA 110, MCL 125.3101 et. seq.
- (ee) Pollutant - A substance discharged which includes, but is not limited to the following: any dredged spoil, solid waste, vehicle fluids, yard wastes, animal wastes, agricultural waste products, sediment, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological wastes, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, and industrial, municipal, commercial and agricultural waste, or any other contaminant or other substance defined as a pollutant under the Clean Water Act.
- (ff) Property Owner - Any person having legal or equitable title to property or any person having or exercising care, custody, or control over any property.
- (gg) Retention - A system which is designed to capture storm water and contain it until it infiltrates the soil or evaporates.
- (hh) Runoff - means the water flow that occurs when soil is infiltrated to full capacity and excess water from rain, snowmelt, or other sources flows over the land.
- (ii) Sensitive Areas – Inland lakes, watercourses and wetlands ( $\geq 5$  ac as specified by MDNRE unless a stricter local requirement is specified)
- (jj) Site plan – means a plat, a site development plan, construction drawings, a building permit, and any other permits that need to be obtained before development can occur. These documents and drawings, required by the zoning ordinance, are to insure that a proposed land use or activity is in compliance with local ordinances and state and federal statutes.
- (kk) Soil Erosion - The stripping of soil and weathered rock from land creating sediment for transportation by water, wind or ice, and enabling formation of new sedimentary deposits.
- (ll) State of Michigan Water Quality Standards - All applicable State rules, regulations, and laws pertaining to water quality, including the provisions of Section 3106 of Part 31 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.
- (mm) Storm Drain - A system of open or enclosed conduits and appurtenant structures intended to convey or manage storm water runoff, ground water and drainage.
- (nn) Storm Water Permit - A permit issued pursuant to this ordinance.

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- (oo) Storm Water Plan - Written narratives, specifications, drawings, sketches, written standards, operating procedures, or any combination of these which contain information pursuant to this ordinance.
- (pp) Storm Water Runoff Facility - The method, structure, area, system, or other equipment or measures which are designed to receive, control, store, or convey storm water as well as treat it for pollutants.
- (qq) Stream - A river, stream or creek which may or may not be serving as a drain, or any other water body that has definite banks, a bed, and visible evidence of a continued flow or continued occurrence of water.
- (rr) Surface waters of the state: Are defined consistent with the Part 4 Rules (Rules 323.1041 through 323.1117 of the Michigan Administrative Code) to mean all of the following, but not including drainage ways and ponds (detention and retention ponds or lagoons) used solely for wastewater conveyance, treatment, or control:
- The Great Lakes and their connecting waters
  - All inland lakes
  - Rivers
  - Streams
  - Impoundments
  - Open drains
  - Other surface bodies of water within the confines of the state
- (ss) Waterbody - A river, lake, stream, creek or other watercourse or wetlands.
- (tt) Watercourse – One that has not been altered artificially.
- (uu) Wetlands (regulated) - Land characterized by the presence of water at a frequency and duration sufficient to support wetland vegetation or aquatic life.

## **Article II. Storm Water Permits**

### **Section 21.201 Storm Water Standards**

Developments subject to this ordinance shall require a storm water permit and a storm water plan, and shall be designed, constructed, and maintained to prevent flooding, minimize stream channel impacts, protect water quality, and achieve the purposes of this Ordinance, as stated above. The City of Swartz Creek has adopted the *Genesee County Storm Water and Flood Control Design Standard Requirements* to meet the objectives of managing the quantity and quality of storm water runoff from a site as its city engineering standards.

## **Section 21.202 Storm Water Permit Review Procedures**

The City of Swartz Creek shall grant a storm water permit, which may impose terms and conditions in accordance with Section 21.208, and which shall be granted only upon compliance with each of the following requirements:

- (1) The developer will engage in the following sequence of events:
  - (a) **Pre-Development Information Gathering:** For all applicable projects, developers will contact representatives from each of the following: the County Road Commission, Health Department, municipal officials (zoning, planner, engineer, DPW, building official), and Drain Commissioner's office (Water and Waste Services and Surface Water). The purpose will be to gather information on design standards, development guidelines, and to identify the type of information developers and their representatives must furnish to comply with this ordinance. In some instances it may be expedient to hold one conference with all the involved parties.
  - (b) **Development and Review of Conceptual Site Plan:** Review of the conceptual site plan for approval at the County level by the appropriate personnel in Water & Waste Services, soil erosion, surface water, the Road Commission and the Health Department. Comments are returned to the owner/client and designer. At this time the design engineer will submit a statement that this site has been reviewed and determined sufficient to accommodate soil erosion and soil conservation measures.
  - (c) **Coordinated Review and Approval:** Review of the Storm Water Plan and the proposed BMPs will occur at the same time as the review of the site plan by representatives from the appropriate agencies.
  - (d) **Municipal Review and Approval:** Developers shall provide a storm water plan for post-construction management of storm water to the City for review and approval. Guidance will be provided to zoning administrators and local planning commission members on the ordinance and design standards and they will be provided with a checklist for reference during site plan review. At this stage all necessary permits should have been obtained from Federal, State, and County agencies. Once all of the above documents have been obtained a building permit will be issued by the city.
- (2) The developer has submitted a storm water plan complying with Section 21.203.
- (3) The storm water plans contain adequate storm water BMPs to address the requirements laid out in the Genesee County Storm Water Standards & Requirements (GCSWS&R). At a minimum the developer will have to satisfy one of the following conditions:

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- (a) A permanent on-site storm water system that includes on-site detention of storm water runoff (see *Genesee County Storm Water and Flood Control Design Standard Requirements* for requirements) , and
  - (b) A direct connection for all storm water runoff that will be discharged from and through the development site (see GCSWS&R /BMP Requirement Manual for requirements); or
  - (c) The developer provides a permanent on-site storm water system with a restricted outlet designed to result in no net increase in storm water runoff volume or rate onto any adjacent property. (see GCSWS&R /BMP Requirement Manual for requirements)
- (4) The developer has paid or deposited the storm water permit review fee pursuant to Section 21.204.
  - (5) The developer has paid or posted the applicable financial guarantee pursuant to Section 22.205.
  - (6) The developer provides all easements necessary to implement the approved storm water plan and to otherwise comply with this Ordinance including, but not limited to, Section 21.702. All easements shall be acceptable to the City in form and substance and shall be recorded with the Genesee County Register of Deeds.
  - (7) The storm water plan is designed in conformity with the City's design and performance standards for drains and storm water management systems, as set forth in Article VIII.
  - (8) All storm water runoff facilities shall be designed in accordance with the then-current BMPs.
  - (9) The developer provides the required maintenance agreement for routine, emergency, and long-term maintenance of all storm water runoff facilities and in compliance with the approved storm water plan and this Ordinance. The maintenance agreement shall be acceptable to the City of Swartz Creek in form and substance and at minimum contain the requirements outlined in Article VII.

**Section 21.203 Storm Water Plan**

The Storm Water Management Plan must be designed to meet the Genesee County Storm Water Standards as set out in the companion document to the Low Impact Development Manual for Michigan. The County is authorized to establish minimum design standards for storm water discharge release rates and to require dischargers to implement on-site retention, detention or other methods necessary to control the quality, rate and volume of surface water runoff discharged into the storm water drainage system and surface waters of the state. The County water quality and quantity standards are to be achieved through the techniques and methodologies

outlined in the Low Impact Development Manual for Michigan (Chapters 6, 7 and 9). The storm water plan shall identify and contain all of the following:

- (1) The location of the development site and water bodies that will receive storm water runoff (National Wetland database). Information to consider and include where appropriate should be the drainage district ID, zoning, aerial imagery, soils and floodplain maps, traffic and utility information.
- (2) The existing and proposed natural feature of the development site, including the vegetation, topography, and alignment and boundary of the natural drainage courses, with contours having a maximum interval of two (2) foot (using USGS datum). The information shall be superimposed on the pertinent Genesee County soil map.
- (3) The development drainage area to each point of discharge from the development.
- (4) Calculations for the existing and final peak discharge rates (Based on Design criteria).
- (5) Calculations for any facility or structure size and configuration.
- (6) A drawing showing all proposed storm water runoff facilities with existing and final grades, as well as storm water easements.
- (7) The sizes and locations of upstream and downstream culverts serving the major drainage routes flowing into and out of the development site. Any significant off-site and on-site drainage outlet restrictions other than culverts should be noted on the drainage map.
- (8) An implementation plan for construction and inspection of all storm water runoff facilities necessary to the overall storm water plan, including a schedule of the estimated dates of completing construction of the storm water runoff facilities shown on the plan and an identification of the proposed inspection procedures to ensure that the storm water runoff facilities are constructed in accordance with the approved storm water plan.
- (9) Drawings, profiles, and specifications for the construction of the storm water runoff facilities (BMP) reasonably necessary to ensure that storm water runoff will be drained, stored, or otherwise controlled in accordance with this ordinance.
- (10) A maintenance agreement, in form and substance acceptable to the city, for ensuring maintenance of any privately-owned storm water runoff facilities. The maintenance agreement shall include the Developer's written commitment to provide routine, emergency, and long-term maintenance of the facilities and, in the event that the facilities are not maintained in accordance with the approved storm water plan, the agreement shall authorize the City to maintain any on-site



storm water runoff facility as reasonably necessary, at the Developer's expense (see Article VII).

- (11) The name of the engineering firm and the registered professional engineer that designed the storm water plan and that will inspect final construction of the storm water runoff facilities.
- (12) All design information must be compatible for conversion to standard GIS shape files.
- (13) Any other information necessary for the City to verify that the storm water plan complies with the City's design and performance standards for drains and storm water management systems.

#### **Section 21.204 Storm Water Permit Review Fees**

- (1) (a) All expenses and costs incurred by the City directly associated with processing, reviewing and approving or denying a storm water permit application shall be paid (or reimbursed) to the City from the funds in a separate escrow account established by the Developer, as provided in subsection (b). The City may draw funds from a Developer's escrow account to reimburse the City for out-of-pocket expenses incurred by the City relating to the application. Such reimbursable expenses include, but are not limited to, expenses related to the following:
  - (a) Services of the City Attorney directly related to the application.
  - (b) Services of the City Engineer directly related to the application including inspections fees.
  - (c) Services of other independent contractors working for the City which are directly related to the application.
  - (d) Any additional public hearings, required mailings and legal notice requirements necessitated by the application.
- (2) At the time a Developer applies for a storm water permit, the Developer shall deposit with the City Clerk, as an escrow deposit, an initial amount as determined by resolution of the City Council for such matters and shall provide additional amounts as requested by the City in such increments as are specified in said resolution. Any excess funds remaining in the escrow account after the application has been fully processed, reviewed, and the final City denial or approval and acceptance of the development has occurred will be refunded to the Developer with no interest to be paid on those funds. At no time prior to the City's final decision on an application shall the balance in the escrow account fall below the required initial amount. If the funds in the account are reduced to less than the required initial amount, the Developer shall deposit into the account

the additional amount needed to restore the account to the required amount before the application review process will be continued. Additional amounts may be required to be placed in the escrow account by the Developer, at the discretion of the City.

### **Section 21.205 Financial Guarantee**

- (1) The City Engineer shall not approve a storm water permit until the Developer submits to the City, in a form and amount satisfactory to the City, a letter of credit or other financial guarantee for the timely and satisfactory construction of all storm water runoff facilities and site grading in accordance with the approved storm water plan. Upon certification by a registered professional engineer that the storm water runoff facilities have been completed in accordance with the approved storm water plan including, but not limited to, the provisions contained in Section 2.03(8), the City may release the letter of credit, or other financial guarantee subject to final City acceptance and approval.
- (2) The letter of credit or other financial guarantee may be accessed when:
  - (a) violation of this ordinance has occurred as determined by the City,
  - (b) three notifications to the developer detailing the infraction have been issued,
  - (c) no corrective action has being taken by the developer within 30 days of final notification.
- (3) Except as provided in subsection (5), the amount of the financial guarantee shall be as determined by the City Council in a Resolution of Fees for City Services, unless the City determines that a greater amount is appropriate, in which case the basis for such determination shall be provided to the Developer in writing. In determining whether an amount greater than the amount established by Resolution of City Council is appropriate, the City shall consider the size and type of the development, the size and type of the on-site storm water system, and the nature of the off-site storm water runoff facilities the development will utilize.
- (4) The letter of credit or other financial guarantee will not be permitted to expire until any necessary maintenance agreements for storm water facilities established by the developer has been signed.
- (5) A maintenance bond shall be provided to the appropriate agency. The maintenance bond shall be provided for a period of two years commencing from the date of the final approval of the storm water plan.
- (6) The City Manager may reduce or waive the amount of the financial guarantee for a development that will not increase the percentage of impervious surface of the development site by more than ten percent (10%).

- (7) This ordinance shall not be construed or interpreted as relieving a developer of its obligation to pay all costs associated with on-site private storm water runoff facilities as well as those costs arising from the need to make other storm water improvements in order to reduce a development's impact on a drain consistent with adopted design standards.

**Section 21.206 Certificate of Occupancy**

No certificate of occupancy shall be issued until storm water runoff facilities have been completed in accordance with the approved storm water plan; provided, however, the City may issue a certificate of occupancy if an acceptable letter of credit or other financial guarantee has been submitted to the City, for the timely and satisfactory construction of all storm water runoff facilities and site grading in accordance with the approved storm water plan.

**Section 21.207 No Change in Approved Facilities**

- (1) Storm water runoff facilities, after construction and approval, shall be maintained in good condition, in accordance with the approved storm water plan, and shall not be subsequently altered, revised or replaced except in accordance with the approved storm water plan, or in accordance with approved amendments or revisions in the plan.
- (2) The City has the right to take corrective action if alterations to approved storm water facilities occur and to seek compensation from the responsible party for all costs associated with the corrective action.

**Section 21.208 Terms and Conditions of Permits**

In granting a storm water permit, the City may impose such terms and conditions as are reasonably necessary to implement the purposes of this ordinance. A Developer shall comply with such terms and conditions.

**Article III. Storm Water System, Floodplain and Other Standards, Soil Erosion Control**

**Section 21.301 Management of and Responsibility for Storm Water System**

The City is not responsible for providing drainage facilities on private property for the management of storm water on said property. It shall be the responsibility of the property owner to provide for, and maintain, private storm water runoff facilities serving the property and to prevent or correct the accumulation of debris that interferes with the drainage function of a water body.

**Section 21.302 Storm Water System**

All storm water runoff facilities shall be constructed and maintained in accordance with all applicable federal, state and local ordinances, and rules and regulations.

### **Section 21.303 Floodplain and Sensitive Areas Standards**

- (1) All new buildings and substantial improvements to existing buildings shall be protected from flood damage up to the Flood Protection Elevation (FPE) and shall be in accordance with all applicable federal, state and local ordinances, and rules and regulations. Floodway alteration shall be permitted only upon review and approval by the City, in accordance with an approved storm water plan.
- (2) A storm water plan providing for the filling or alteration of a floodway may include provisions for maintaining stability of the banks of streams or other water bodies, by means of the establishing of buffer zones and other means of providing protection of the slopes and banks of water bodies.
- (3) Within any required buffer zone, no earth change shall take place except in accordance with the approved storm water plan. Such a plan may also include provisions for the replacement of flood plain storage volume, where such storage volume is lost or diminished as a result of approved development.
- (4) Where appropriate, permanent setbacks based on site slopes and soils will be established in accordance with the specifications outlined in the Genesee County Requirement Manual.

### **Section 21.304 Building Openings**

- (1) No building openings, including basement walkouts, shall be constructed below the following elevations:
  - (a) One foot above the 100-year floodplain.
  - (b) The building opening established at the time of plat or development approval and on file in the City Engineering Department.
  - (c) Three feet above the top of any downstream culvert.
  - (d) Four feet above the bottom of any permanent and defined drain.
  - (e) One foot above an adjacent detention basin design high water.
- (2) A waiver from elevations stated in Section 3.06(1a) may be granted by the City Engineer following receipt of a certification from a registered professional engineer demonstrating that the proposed elevation does not pose a risk of flooding.
- (3) Upon completion of construction of the structure's foundation and or slab on grade, a registered land surveyor shall certify any minimum building opening elevation specified by this ordinance. This certificate shall attest that the building opening elevation complies with the standards of this ordinance. The permittee for the building permit shall submit the certificate to the City Building Inspections official prior to the commencement of framing and/or structural steel

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placement. If the surveyor should find that the minimum building opening elevation is below the elevation specified in Section 79.276(a)(2) or (3), that opening must be raised using a method that meets with the approval of the City. After reconstruction, a registered land surveyor or engineer shall re-certify that the minimum building opening elevation complies with the standards of this ordinance prior to the commencement of framing and or structural steel placement.

**Section 21.305 Sump Pump Discharge**

- (1) When a sump pump is employed to discharge a buildings footing drains a check valve will be installed between the pump and the storm system. A gravity discharge to an enclosed system is not permitted unless it can be shown that the discharge point is above the overflow elevation for the storm water system.
- (2) A storm water lateral shall be provided for each parcel at the time of storm sewer construction. Laterals shall have a check valve.

**Section 21.306 Public Health, Safety or Welfare**

Protection of the public health, safety or welfare shall be a primary consideration in the design of all storm water runoff facilities.

**Article IV. Prohibitions and Exemptions**

**Section 21.401 Illicit Discharges**

- (1) No person shall discharge to a water body, directly or indirectly (i.e. via an illicit connection), any substance other than storm water or an exempted discharge. Any person discharging storm water shall effectively prevent pollutants from being discharged with the storm water, except in accordance with best management practices.
- (2) The City is authorized to require dischargers to implement pollution prevention measures, utilizing BMPs, necessary to prevent or reduce the discharge of pollutants into the City's storm water drainage system or surface waters of the state. Discharges to storm drains and waters of the state other than storm water and the exempted discharges listed in Section 21.402 is strictly prohibited.

**Section 21.402 Exempted Discharges**

The following non-storm water discharges shall be permissible, provided that they do not result in a violation of State of Michigan water quality standards:

- (a) Water supply line flushing
- (b) Landscape irrigation

- (c) Diverted stream flows
- (d) Rising ground water
- (e) Uncontaminated ground water infiltration to storm drains
- (f) Uncontaminated pumped ground water
- (g) Discharges from potable water sources
- (h) Foundation drains
- (i) Air conditioning condensate
- (j) Individual residential car washing
- (k) Dechlorinated swimming pool waters from single, two, or three family residences
- (l) Residual street wash water
- (m) Discharges or flows from emergency fire fighting activities
- (n) Discharges for which a specific federal or state permit has been issued.

**Section 21.403 Interference with Natural or Artificial Drainageway**

It shall be unlawful for any person to stop, fill, dam, confine, pave, alter the course of, or otherwise interfere with any natural or constructed drain, or drainage way without first submitting a storm water plan to the local City and all appropriate agencies (City, State, Genesee County Drain Commissioner's office) and receiving approval of that plan. Any deviation from the approved plan is a violation of this ordinance. This section shall not prohibit, however, necessary emergency action so as to prevent or mitigate drainage that would be injurious to the environment, the public health, safety, or welfare.

**Section 21.404 Storage of Hazardous or Toxic Materials in Drainageway**

Except as permitted by law, it shall be unlawful for any person to store or stockpile within a drainageway any hazardous or toxic materials unless adequate protection and/or containment has been provided so as to prevent any such materials from entering a waterway.

**Article V. Inspection, Monitoring, Reporting, and Recordkeeping**

**Section 21.501 Investigate, Inspect, and Monitor suspected illicit discharges**

To investigate potential illicit discharges or connections and to assure compliance with the standards set forth in this ordinance, the City may investigate, inspect and/or obtain monitor any discharge. Upon request, the discharger shall allow the City's properly identified representative to

enter upon the premises of the discharger at all hours necessary for the purposes of such inspection or sampling. The City shall provide the discharger reasonable advance notice of such inspection and/or sampling. The City or its properly identified representative may place on the discharger's property the equipment or devices used for such sampling, monitoring or inspection.

### **Section 21.502 Storm Water Monitoring Facilities**

The City may require, in writing, that a discharger of storm water runoff provide and operate equipment or devices for the monitoring of storm water runoff, so as to provide for inspection, sampling, and flow measurement of each discharge to a water body or a storm water runoff facility. The City may require a discharger to provide and operate such equipment and devices if it is necessary or appropriate for the inspection, sampling and flow measurement of discharges in order to determine whether adverse effects from or as a result of such discharges may occur. All such equipment and devices for the inspection, sampling and flow measurement of discharges shall be installed and maintained in accordance with applicable laws, ordinances and regulations. All monitoring results will be made available and reported to the City at an agreed upon time.

### **Section 21.503 Accidental Discharges**

- (1) Any discharger who accidentally discharges into a MS4 or water of the state any substance other than storm water or an exempted discharge shall inform the City within 24 hours of knowledge of the incident. If such information is given orally, a written report concerning the discharge shall be filed with the City within five (5) days. The written report shall specify:
  - (a) The composition of the discharge and the cause thereof.
  - (b) The exact date, time, and estimated volume of the discharge.
  - (c) All measures taken to clean up the accidental discharge, and all measures proposed to be taken to reduce and prevent any recurrence.
  - (d) The name and telephone number of the person making the report, and the name of a person who may be contacted for additional information on the matter.
- (2) A properly-reported accidental discharge shall be an affirmative defense to a civil infraction proceeding brought under this ordinance against a discharger for such discharge. It shall not, however, be a defense to a legal action brought to obtain an injunction, to obtain recovery of costs or to obtain other relief as a result of or arising out of the discharge. A discharge shall be considered properly reported only if the discharger complies with all the requirements of Section 21.503(a).

### **Section 21.504 Record Keeping Requirement**

Any person subject to this ordinance shall retain and preserve for no less than three (3) years any and all books, drawings, plans, prints, documents, memoranda, reports, correspondence and records, including records on magnetic or electronic media and any and all summaries of such records, relating to monitoring, sampling and chemical analysis of any discharge or storm water runoff from any property.

## **Article VI. Enforcement**

### **Section 21.601 Sanctions for Violation**

- (1) Any person violating any provision of this ordinance shall be responsible for a municipal civil infraction and subject to a fine to cover costs, damages, expenses, and other sanctions as authorized under Chapter 87 of the Revised Judicature Act of 1961 and other applicable laws, including, without limitation, equitable relief; provided, however, that the violation stated in Section 21.601(2) shall be a misdemeanor. Each day such violation occurs or continues shall be deemed a separate offense and shall make the violator liable for the imposition of a fine for each day. The rights and remedies provided for in this section are cumulative and in addition to any other remedies provided by law. An admission or determination of responsibility shall not exempt the offender from compliance with the requirements of this ordinance.

For purposes of this section, "subsequent offense" means a violation of the provisions of this ordinance committed by the same person within 12 months of a previous violation of the same provision of this ordinance for which said person admitted responsibility or was adjudicated to be responsible.

The Zoning Administrator, code enforcement official, -building inspector and police officers of the City are authorized to issue municipal civil infraction citations to any person alleged to be violating any provision of this ordinance.

- (2) Any person who neglects or fails to comply with a stop work order issued under Section 21.602 shall, upon conviction, be guilty of a misdemeanor, punishable by a fine of not more than \$500 per violation per day or imprisonment in the county jail for not more than 93 days, or both such fine and imprisonment, and such person shall also pay such costs as may be imposed in the discretion of the court.
- (3) Any person who aids or abets a person in a violation of this ordinance shall be subject to the sanctions provided in this section.

### **Section 21.602 Stop Work Order**

Where there is work in progress that causes or constitutes in whole or in part, a violation of any provision of this ordinance, the City is authorized to issue a Stop Work Order so as to prevent further or continuing violations or adverse effects. All persons to whom the stop work order is



directed, or who are involved in any way with the work or matter described in the stop work order shall fully and promptly comply therewith. The City may also undertake or cause to be undertaken, any necessary or advisable protective measures so as to prevent violations of this ordinance or to avoid or reduce the effects of noncompliance herewith. The cost of any such protective measures shall be the responsibility of the owner of the property upon which the work is being done and the responsibility of any person carrying out or participating in the work, and such cost shall be a lien upon the property.

**Section 21.603 Failure to Comply; Completion**

In addition to any other remedies, should any owner fail to comply with the provisions of this ordinance, the City may, after the giving of reasonable notice and opportunity for compliance, have the necessary work done, and the owner shall be obligated to promptly reimburse the City for all costs of such work.

**Section 21.604 Emergency Measures**

When emergency measures are necessary to moderate a nuisance, to protect public safety, health and welfare, and/or to prevent loss of life, injury or damage to property, the City is authorized to carry out or arrange for all such emergency measures. Property owners shall be responsible for the cost of such measures made necessary as a result of a violation of this ordinance, and shall promptly reimburse the City for all of such costs.

**Section 21.605 Cost Recovery for Damage to Storm Drain System**

A discharger shall be liable for all costs incurred by the City as the result of causing a discharge that produces a deposit or obstruction, or causes damage to, or impairs a storm drain, or violates any of the provisions of this ordinance. Costs include, but are not limited to, those penalties levied by the Environmental Protection Agency or MDNRE for violation of an National Pollutant Discharge Elimination System permit, attorney fees, and other costs and expenses.

**Section 21.606 Collection of Costs; Lien**

Costs incurred by the City pursuant to Sections 21.602, 21.603, 21.604 and 21.605 shall be a lien on the premises which shall be enforceable in accordance with Act No. 94 of the Public Acts of 1933, as amended from time to time. Any such charges which are delinquent for six (6) months or more may be certified annually to the City Treasurer who shall enter the lien on the next tax roll against the premises and the costs shall be collected and the lien shall be enforced in the same manner as provided for in the collection of taxes assessed upon the roll and the enforcement of a lien for taxes. In addition to any other lawful enforcement methods, the City shall have all remedies authorized by Act No. 94 of the Public Acts of 1933, as amended, and any other remedies available under applicable law.

**Section 21.607 Appeals**

Any person as to whom any provision of this ordinance has been applied may appeal in writing, not later than 30 days after the action or decision being appealed from, to the City Council the

action or decision whereby any such provision was so applied. Such appeal shall identify the matter being appealed, and the basis for the appeal. The City Council shall consider the appeal and make a decision whereby it affirms, rejects or modifies the action being appealed. In considering any such appeal, the Clity Council may consider the recommendations of the City Engineer and the comments of other persons having knowledge of the matter. In considering any such appeal, the Council may grant a variance from the terms of this ordinance so as to provide relief, in whole or in part, from the action being appealed, but only upon finding that the following requirements are satisfied:

- (1) The application of the ordinance provisions being appealed will present or cause practical difficulties for a development or development site; provided, however, that practical difficulties shall not include the need for the developer to incur additional reasonable expenses in order to comply with the ordinance; and
- (2) The granting of the relief requested will not substantially prevent the goals and purposes sought to be accomplished by this ordinance, nor result in less effective management of storm water runoff.

## **Article VII. Storm Water Easements and Maintenance Agreements**

### **Section 21.701 Applicability of Requirements**

The requirements of this Article concerning storm water easements and maintenance agreements shall apply to all persons required to submit a storm water and/or storm water plan to the City for review and approval.

### **Section 21.702 Storm Water Management Easements**

The Developer shall provide all storm water management easements necessary to implement the approved storm water plan and to otherwise comply with this ordinance in form and substance required by the City and shall record such easements as directed by the City. The easements shall assure access for proper inspection and maintenance of storm water runoff facilities and shall provide adequate emergency overland flow-ways.

### **Section 21.703 Maintenance Agreements**

#### **A. Purpose of Maintenance Agreement**

The purpose of the maintenance agreement is to provide the means and assurance that maintenance of stormwater BMPs shall be undertaken.

#### **B. Maintenance Agreement Required**

- (1) A maintenance agreement shall be submitted to the City of Swartz Creek, for review by the City Manager and his/her designee and the City Attorney, for all

development, and shall be subject to approval in accordance with Stormwater Plan. A formal maintenance plan shall be included in the maintenance agreement.

- (2) Maintenance agreements shall be approved by the City Council prior to final subdivision plat or condominium approval, as applicable, and prior to construction approval in other cases.
- (3) A maintenance agreement is not required to be submitted to City of Swartz Creek for Chapter 18 Drains that will be maintained by the Genesee County Drain Commission.

#### C. Maintenance Agreement Provisions

- (1) The maintenance agreement shall include a plan for routine, emergency, and long-term maintenance of all stormwater BMPs, with a detailed annual estimated budget for the initial three years, and a clear statement that only future maintenance activities in accordance with the maintenance agreement plan shall be permitted without the necessity of securing new permits. Written notice of the intent to proceed with maintenance shall be provided by the party responsible for maintenance to the City of Swartz Creek at least 14 days in advance of commencing work.
- (2) The maintenance agreement shall be binding on all subsequent owners of land served by the stormwater BMPs and shall be recorded in the office of the Genesee County Register of Deeds prior to the effectiveness of the approval of the City Council.
- (3) If it has been found by the Swartz Creek City Council, following notice and an opportunity to be heard by the property owner, that there has been a material failure or refusal to undertake maintenance as required under this ordinance and/or as required in the approved maintenance agreement as required hereunder, the City of Swartz Creek shall then be authorized, but not required, to hire an entity with qualifications and experience in the subject matter to undertake the monitoring and maintenance as so required, in which event the property owner shall be obligated to advance or reimburse payment (as determined by the City of Swartz Creek) for all costs and expenses associated with such monitoring and maintenance, together with a reasonable administrative fee. The maintenance agreement required under this Ordinance shall contain a provision spelling out this requirement and, if the applicant objects in any respect to such provision or the underlying rights and obligations, such objection shall be resolved prior to the commencement of construction of the proposed development on the property.

**Section 21.704 Establishment of County Drains**

Prior to final approval, all storm water management facilities for platted subdivisions shall be established as county drains, as authorized in Section 433, Chapter 18 of the Michigan Drain Code (P.A. 40 of 1956, as amended) for long-term maintenance.

**Article VIII. Performance and Design Standards**

**Section 21.801 Reference to Requirement Manual**

The City or its designate shall use the policy, criteria, and information, including technical specifications and standards, in the Genesee County Requirement Manual as the basis for decisions about storm water permits and about the design, implementation and performance of structural and non-structural storm water BMPs.

The State LID Manual includes a list of storm water treatment practices, including the specific design criteria for each them. Storm water treatment practices that are designed and constructed in accordance with these design and sizing criteria should meet the minimum water quality and channel protection performance standards outlined in the Genesee County Storm Water and Flood Control Design Standard Requirements and the federal Phase II Storm Water Rules. Calculations to demonstrate that BMP designs will perform to meet required water quality, channel protection and flood control standards are to be submitted to the appropriate reviewing agency. Failure to construct storm water treatment practices in accordance with these standards may subject the violator to a civil penalty as described in Section 21.600 of this ordinance.

**Section 21.802 Relationship of Genesee County Storm Water and Flood Control Design Standard Requirements (Requirements Manual) to Other Laws and Regulations**

If the specifications or guidelines of the Genesee County Storm Water and Flood Control Design Standard Requirements are more restrictive or apply a higher standard than other laws or regulations, that fact shall not prevent application of the specifications or guidelines in the Requirement Manual.

**Section 21.803 Changes to Standards and Specifications**

Standards, specifications, guidelines, policies, criteria, or other information in the Requirement Manual in affect at the time of acceptance of a complete application shall control and shall be utilized in reviewing the application and in implementing this ordinance with regard to the application.

**Section 21.804 Amendments to Requirement Manual**

The Requirement Manual may be updated and expanded from time to time, based on advancements in technology and engineering, improved knowledge of local conditions, or local monitoring or maintenance experience. Prior to amending or updating the Requirement Manual,

proposed changes shall be generally publicized and made available for review, and an opportunity for comment by interested persons shall be provided.

**Section 21.805 Conflict of Laws**

This ordinance is not intended to modify or repeal any other ordinance, rule, regulation or other provision of law. The requirements of this ordinance are in addition to the requirements of any other ordinance, rule, regulation or other provision of law, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human or environmental health, safety, and welfare, shall control.

**Section 21.806 Private Agreements**

This ordinance is not intended to revoke or repeal any easement, covenant, or other private agreement. However, where the regulations of this ordinance are more restrictive or impose higher standards or requirements than such easement, covenant, or other private agreement, then the requirements of this ordinance shall govern. Nothing in this ordinance shall modify or repeal any private covenant or deed restriction, but such covenant or restriction shall not legitimize any failure to comply with this ordinance. In no case shall the County or City be obligated to enforce the provisions of any easements, covenants, or agreements between private parties.

**Section 21.807 Violations Continue**

Any violation of the provisions of this ordinance existing as of the effective date of this ordinance shall continue to be a violation under this ordinance and be subject to penalties and enforcement unless the use, development, construction, or other activity complies with the provisions of this ordinance.

**Article IX. Other Matters**

**Section 21.901 Sec. 9.01 Interpretation**

Words and phrases in this ordinance shall be construed according to their common and accepted meanings, except that words and phrases defined in Section 21.105 shall be construed according to the respective definitions given in that section. Technical words and technical phrases that are not defined in this ordinance but which have acquired particular meanings in law or in technical usage shall be construed according to such meanings.

**Section 21.902 Catch-Line Headings**

The catch-line headings of the articles and sections of this ordinance are intended for convenience only, and shall not be construed as affecting the meaning or interpretation of the text of the articles or sections to which they may refer.

**Section 21.903 Severability**

The provisions of this ordinance are hereby declared to be severable, and if any part or provision of this ordinance should be declared invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect any other part or provision of the ordinance.

**Section 21.904 Other Ordinances**

This ordinance shall be in addition to other ordinances of the City and shall not be deemed to repeal or replace other ordinances or parts thereof except to the extent that such repeal is specifically provided for in this Article.

**Section 21.905 Repeal**

Ordinance No. 376, titled Maintenance of Drains, is hereby repealed, as of the effective date of this ordinance.

**Section 2. Effective Date.**

This ordinance shall become effective 30 days after publication.

At a regular meeting of the City Council of Swartz Creek held on \_\_\_\_\_, 2014, Council Member \_\_\_\_\_ moved for adoption of the ordinance and Councilmember \_\_\_\_\_ supported the motion.

Voting for:  
Voting against:  
Absent:

Draft

**CITY OF SWARTZ CREEK  
STORM WATER ORDINANCE  
SWARTZ ZCREEK CITY COUNCIL  
SWARTZ CREEK  
GENESEE COUNTY, MICHIGAN**

**ORDINANCE NO. 416**

An ordinance to amend Chapter 15 of the Code of Ordinances, for Swartz Creek, Michigan, and add thereto a new Article IV to provide for the health, safety, and general welfare of the citizens of Swartz Creek through the regulation of non-storm water discharges to the storm drainage system to the maximum extent practicable as required by federal and state law. This ordinance establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process.

The objectives of this ordinance are:

- (1) To regulate the contribution of pollutants to the municipal separate storm sewer system (MS4) by stormwater discharges by any user
- (2) To prohibit Illicit Connections and Discharges to the municipal separate storm sewer system
- (3) To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this ordinance

**Section 1. Amendment to the Code of Ordinances.**

Chapter 15 of the Code of Ordinances of the City of Swartz Creek is hereby amended to add

**Section 15-401. Definitions.**

Authorized Enforcement Agency: employees or designees of the director of the municipal agency designated to enforce this ordinance.

Best Management Practices (BMPs): schedules of activities, prohibitions of practices, general good house keeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

Clean Water Act. The federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

Construction Activity. Activities subject to NPDES Construction Permits. Currently these include construction projects resulting in land disturbance of 5 acres or more. Beginning in March 2003, NPDES Storm Water Phase II permits will be required for construction projects resulting in land disturbance of 1 acre or more. Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.

Hazardous Materials. Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Illegal Discharge. Any direct or indirect non-storm water discharge to the storm drain system, except as exempted in Section X of this ordinance.

Illicit Connections. An illicit connection is defined as either of the following:

Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any non-storm water discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency or, Any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

Industrial Activity. Activities subject to NPDES Industrial Permits as defined in 40 CFR, Section 122.26 (b)(14)

National Pollutant Discharge Elimination System (NPDES) Discharge Permit. means a permit issued by EPA (or by a State under authority delegated pursuant to 33 USC § 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

Non-Storm Water Discharge. Any discharge to the storm drain system that is not composed entirely of storm water.

Person. means any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.

Pollutant. Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinances, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Premises. Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

Storm Drainage System. Publicly-owned facilities by which storm water is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

Storm Water. Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

Stormwater Pollution Prevention Plan. A document which describes the Best Management Practices and activities to be implemented by a person or business to



identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to Stormwater, Stormwater Conveyance Systems, and/or Receiving Waters to the Maximum Extent Practicable.

Wastewater means any water or other liquid, other than uncontaminated storm water, discharged from a facility.

**Section 15-402. Applicability.**

This ordinance shall apply to all water entering the storm drain system generated on any developed and undeveloped lands unless explicitly exempted by an authorized enforcement agency.

**Section 15-403. Responsibility for Administration.**

The City of Swartz Creek shall administer, implement, and enforce the provisions of this ordinance. Any powers granted or duties imposed upon the authorized enforcement agency may be delegated in writing by the Director of the authorized enforcement agency to persons or entities acting in the beneficial interest of or in the employ of the agency.

**Section 15-404. Severability.**

The provisions of this ordinance are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

**Section 15-405. Ultimate Responsibility.**

The standards set forth herein and promulgated pursuant to this ordinance are minimum standards; therefore this ordinance does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

**Section 15-406. Discharge Prohibitions.**

Prohibition of Illegal Discharges.

No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water.

The commencement, conduct or continuance of any non authorized discharge to the storm drain system is prohibited except as described as follows:

- (a) The following discharges are exempt from discharge prohibitions established by this ordinance: water line flushing or other potable water sources; landscape irrigation or lawn watering, and irrigation waters; diverted stream flows and flows from riparian habitats and wetlands; rising ground water and springs; uncontaminated ground water infiltration and seepage; uncontaminated pumped ground water except for groundwater cleanups specifically authorized by NPDES permits; foundation drains, water from crawl space pumps, footing drains and basement sump pumps (not

- including active groundwater dewatering systems); air conditioning condensation; waters from non-commercial washing of vehicles; street wash water; dechlorinated swimming pool water from single, two, or three family residences; firefighting activities; and any other water source not containing Pollutants.
- (b) Dye testing done under the authorization of the MDEQ (general Rule 97) is an allowable discharge, but requires a complete Notice of Intent to the MDEQ prior to the time of the test.
  - (c) The prohibition shall not apply to any non-storm water discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

#### Prohibition of Illicit Connections.

- (e) The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited.
- (f) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
- (g) A person is considered to be in violation of this ordinance if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.

#### **Section 15-407. Suspension of MS4 Access.**

##### Suspension due to Illicit Discharges in Emergency Situations

The City of Swartz Creek may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or Waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the authorized enforcement agency may take such steps as deemed necessary to prevent or minimize damage to the MS4 or Waters of the United States, or to minimize danger to persons.

##### Suspension due to the Detection of Illicit Discharge

Any person discharging to the MS4 in violation of this ordinance may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The authorized enforcement agency will notify a violator of the proposed termination of its MS4 access. The violator may petition the authorized enforcement agency for a reconsideration and hearing.

A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this Section, without the prior approval of the authorized enforcement agency.

**Section 15-408. Industrial or Construction Activity Discharges.**

Any person subject to an industrial or construction activity NPDES storm water discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to City of Swartz Creek prior to the allowing of discharges to the MS4.

**Section 15-409. Monitoring of Discharges.**

**A. Applicability.**

This section applies to all facilities that have storm water discharges associated with industrial activity, including construction activity.

**B. Access to Facilities.**

- (a) The City of Swartz Creek shall be permitted to enter and inspect facilities subject to regulation under this ordinance as often as may be necessary to determine compliance with this ordinance. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the authorized enforcement agency.
- (b) Facility operators shall allow the [authorized enforcement agency] ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES permit to discharge storm water, and the performance of any additional duties as defined by state and federal law.
- (c) The City of Swartz Creek shall have the right to set up on any permitted facility such devices as are necessary in the opinion of the authorized enforcement agency to conduct monitoring and/or sampling of the facility's storm water discharge.
- (d) The City of Swartz Creek has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.
- (e) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the City of Swartz Creek and shall not be replaced. The costs of clearing such access shall be borne by the operator.
- (f) Unreasonable delays in allowing the City of Swartz Creek access to a permitted facility is a violation of a storm water discharge permit and of this ordinance. A person who is the operator of a facility with a NPDES permit to discharge storm

water associated with industrial activity commits an offense if the person denies the authorized enforcement agency reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this ordinance.

- (g) If the City of Swartz Creek has been refused access to any part of the premises from which stormwater is discharged, and he/she is able to demonstrate probable cause to believe that there may be a violation of this ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this ordinance or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the authorized enforcement agency may seek issuance of a search warrant from any court of competent jurisdiction.

**Section 15-410. Requirement to Prevent, Control, and Reduce Stormwater Pollutants by the Use of Best Management Practices.**

The City of Swartz Creek will adopt requirements identifying Best Management Practices for any activity, operation, or facility which may cause or contribute to pollution or contamination of storm water, the storm drain system, or waters of the U.S. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of these structural and non-structural BMPs. Further, any person responsible for a property or premise, which is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of storm water associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section. These BMPs shall be part of a stormwater pollution prevention plan (SWPP) as necessary for compliance with requirements of the NPDES permit.

**Section 15-411. Watercourse Protection.**

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

**Section 15-412. Notification of Spills.**

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has

information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into storm water, the storm drain system, or water of the U.S. said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the authorized enforcement agency in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the [authorized enforcement agency] within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

**Section 15-413. Enforcement.**

**Notice of Violation.**

Whenever the City of Swartz Creek finds that a person has violated a prohibition or failed to meet a requirement of this Ordinance, the authorized enforcement agency may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

- (a) The performance of monitoring, analyses, and reporting;
- (b) The elimination of illicit connections or discharges;
- (c) That violating discharges, practices, or operations shall cease and desist;
- (d) The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property; and
- (e) Payment of a fine to cover administrative and remediation costs; and
- (f) The implementation of source control or treatment BMPs.

If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator.

**Section 15-414. Appeal of Notice of Violation.**

Any person receiving a Notice of Violation may appeal the determination of the authorized enforcement agency. The notice of appeal must be received within \_\_ days from the date of the Notice of Violation. Hearing on the appeal before the appropriate authority or his/her designee shall take place within 15 days from the date of receipt of

the notice of appeal. The decision of the municipal authority or their designee shall be final.

**Section 15-415. Enforcement of Measures After Appeal.**

If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation, or, in the event of an appeal, within 30 days of the decision of the municipal authority upholding the decision of the authorized enforcement agency, then representatives of the authorized enforcement agency shall enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.

**Section 15-416. Cost of Abatement of the Violation.**

Within 30 days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment within 30 days. If the amount due is not paid within a timely manner as determined by the decision of the municipal authority or by the expiration of the time in which to file an appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment.

Any person violating any of the provisions of this article shall become liable to the city by reason of such violation. The liability shall be paid in not more than 12 equal payments. Interest at the rate of 5 percent per annum shall be assessed on the balance beginning on the 1st day following discovery of the violation.

**Section 15-417. Injunctive Relief.**

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this Ordinance. If a person has violated or continues to violate the provisions of this ordinance, the authorized enforcement agency may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

**Section 15-418. Compensatory Action.**

In lieu of enforcement proceedings, penalties, and remedies authorized by this Ordinance, the authorized enforcement agency may impose upon a violator alternative compensatory actions, such as storm drain stenciling, attendance at compliance workshops, creek cleanup, etc.

**Section 15-419. Violations Deemed a Public Nuisance.**

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this Ordinance is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

**Section 15-420. Criminal Prosecution.**

Any person that has violated or continues to violate this ordinance shall be liable to criminal prosecution to the fullest extent of the law, and shall be subject to a criminal penalty of \_\_\_\_\_ dollars per violation per day and/or imprisonment for a period of time not to exceed \_\_\_\_ days.

The authorized enforcement agency may recover all attorney's fees court costs and other expenses associated with enforcement of this ordinance, including sampling and monitoring expenses.

**Section 15-421. Remedies Not Exclusive.**

The remedies listed in this ordinance are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the authorized enforcement agency to seek cumulative remedies.

**SECTION 2. Effective Date.**

This ordinance shall become effective 30 days after publication.

At a regular meeting of the City Council of Swartz Creek held on \_\_\_\_\_, 2014, Council Member \_\_\_\_\_ moved for adoption of the ordinance and Councilmember \_\_\_\_\_ supported the motion.

Voting for:

Voting against:

Absent:

Spill Notification Complaint Reporting Form  
Illicit Discharge Elimination Program  
Genesee County

Municipality: \_\_\_\_\_

TWP Section where incident occurred:  
\_\_\_\_\_

Complaint made by: \_\_\_\_\_

Phone #: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Do you have an estimate of how much pollutant got discharged? \_\_\_\_\_

Location of Discharge: \_\_\_\_\_ Offending Party (if known) \_\_\_\_\_

Nature of Problem (i.e. paper waste, odor, color, etc.): \_\_\_\_\_

Is this an Emergency?

Yes  (Then Phone 911)  No

Nature of Emergency: \_\_\_\_\_

Initial Contact made to:

- 911
- Fire Dept. \_\_\_\_\_
- Police Dept. \_\_\_\_\_
- GCDC 732-1590
- GCHD 257-3612
- GCRC 767-4920
- PEAS Hotline (State) 1-800-292-4706
- Other \_\_\_\_\_

Additional Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Site Investigation**

Date of Observation: \_\_\_\_\_

Investigating Agency: \_\_\_\_\_

Location of Discharge:  
\_\_\_\_\_

- Initial Investigation
- Follow-up Investigation

Crew Members:  
\_\_\_\_\_  
\_\_\_\_\_

Investigation Location:  
\_\_\_\_\_  
\_\_\_\_\_

Observations (odor, color, volume, etc):  
\_\_\_\_\_  
\_\_\_\_\_

Actions Taken:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Danger to health and/or environment:

Yes  No

Were photos taken:  Yes\*  No

Date Corrected: \_\_\_\_\_

\* Please attach copies

If necessary:

Agency Referred to: \_\_\_\_\_

Agency Contact: \_\_\_\_\_

Method of Communication:

E-mail  Letter/memo  Phone

Content of Communication:  
\_\_\_\_\_  
\_\_\_\_\_



Spill Notification Complaint Reporting Form  
Illicit Discharge Elimination Program  
Genesee County

1. Take down complaint information.
2. Fill out the Spill Notification form for the Illicit Discharge Elimination Reporting System.
3. Inform the caller that the problem will be further investigated and thank him/her for calling in.
4. If the problems are related to sanitary please contact the Genesee County Health Department at (810) 257-3612.
5. If the problem is related to oil please phone 911.
6. If the spill/ discharge has released any polluting materials to the surface waters of the State or the ground waters of the State the appropriate district office must be notified immediately. Phone (517) 284-6651, fax: (517) 241-3571. You may call 24-hour Polluting Emergency Alerting System phone # (800) 292-4706 after hours.
7. Please fax completed form to appropriate agency:

Stephanie Kammer at the MDEQ  
[kammers@michigan.gov](mailto:kammers@michigan.gov)  
Phone 517-897-1597

**and**

Genesee County Drain Commissioner  
c/o Sue Kubic [skubic@co.genesee.mi.us](mailto:skubic@co.genesee.mi.us)  
Phone 810-732-1590 Fax (810)732-1474

GCHD: Fax: (810) 257-3125  
GCRC: Fax: (810) 767-5373

## **CITY OF SWARTZ CREEK**

### **ORDINANCE NO. 417**

An ordinance to amend Chapter 4 of the Code of Ordinances to add thereto a new Article IV for inspections of rental properties.

#### **THE CITY OF SWARTZ CREEK ORDAINS:**

##### **Section 1. Amendment of Chapter 4 of the Code of Ordinances of the City of Swartz Creek.**

Chapter 4 of the Code of Ordinances of the City of Swartz Creek is hereby amended to add thereto a new Article IV entitled "Rental Property Inspections" to read as follows:

#### **ARTICLE IV. RENTAL PROPERTY INSPECTIONS**

##### **Sec. 4-31. Purpose of standards.**

The city recognizes a compelling interest in establishing standards for the maintenance of sanitary and safe residential rental structures in the city as an important factor for the general health, safety and welfare of all of its citizens. This article is designed to promote the continued maintenance of quality and safe rental properties and to enhance and maintain property values.

This article supplements and augments the existing International Property Maintenance Code in protecting and promoting the health, safety and welfare of the citizens of the City of Swartz Creek by requiring the registration of all rental dwelling units in the city. This registration, combined with regular systematic inspections, will help prevent overcrowding, the incidence of communicable diseases, and will aid in the enforcement of the International Property Maintenance Code, which sets minimum allowable standards for adequate maintenance of habitable dwellings. This article is not intended nor shall it be used for the purpose of including the city in civil disputes between rental owners and tenants involving, but not limited to, non-payment of rent, evictions and/or personal disputes.

##### **Sec. 4-32. Definitions.**

"Dwelling unit" means a building, or portion thereof, designed for occupancy for living purposes and having cooking facilities and sanitary facilities, including single family residences.

“Landlord” means any person who owns or controls a dwelling, Dwelling Unit, or Rental Unit and rents such unit, either personally or through a designated agent, to any person.

“Owner” means the legal title holder of a Rental Unit or the Premises within which the Rental Unit is situated.

“Rental unit” means any Dwelling Unit or a unit containing sleeping quarters, including but not limited to hotels, motels, bed and breakfast establishments, boarding houses, sleeping rooms, residential, commercial or industrial property, including structures which are leased or rented by the Owner or other Person in control of such units, to any tenant, whether by day, week, month, year or any other term, except for jails, hospitals, nursing homes, convalescent homes, foster homes or temporary group shelters provided by legal nonprofit agencies which are inspected, certified and/or licensed by the state.

#### **Sec. 4-33. Registration.**

An Owner or Landlord shall register their Rental Unit at least once each calendar year as follows:

(1) All existing Rental Units shall be registered within ninety (90) days of the effective date of this ordinance.

(2) All newly constructed Rental Units shall be registered prior to any use or occupancy as a rental dwelling unit and every other year thereafter.

(3) A new Owner or Landlord shall register a Rental Unit, which is sold, transferred or conveyed, within thirty (30) days of the date of the closing of such sale, transfer or conveyance.

(4) All existing non-rental dwelling units, which are converted to Rental Units, shall be registered prior to the date on which the property is first occupied for rental purposes and once each year thereafter.

#### **Sec. 4-34. Applications.**

Applications for registration shall be made in such form and in accordance with such instructions as may be provided by the building inspector designated by the city manager and shall include at least the following information:

(1) The name, address and telephone number of the Owner and/or Landlord (no post office box shall be accepted).

(2) The name, address and telephone number of the Owner's representative, if the rental property owner has opted to appoint a representative.

(3) Upon registration, the Owner shall be responsible for notifying the building inspector of any change of address of either the Owner or Owner's representative.

Included with the registration application shall be an agreement, signed by the Owner, permitting inspections of his/her rental properties by officials or agents of the city and affirming that all tenants of the subject properties have been informed of the regulations contained in this article and of inspections of the rental properties, including common areas, by authorized City officials. All leases executed after the effective date of this article shall contain a provision requiring the tenant(s) to consent to such inspection upon notice as provided in this article.

An authorized City official may, with written notice, require additional information of any or all registrants in order to reasonably further the purposes of this Article.

At the time of registration of the Rental Unit, there will be a prescribed fee, as adopted by resolution. Any unpaid registration fees shall become a lien on the property immediately and collected as an assessment pursuant to city ordinance.

#### **Sec. 4-35. Inspections.**

The building official shall cause a periodic inspection to be made of every Rental Unit at least once every two years. Such inspection shall include a thorough examination of all parts of such Rental Unit and the premises connected therewith.

The Owner shall be notified of the date and time of a rental inspection via first class mail at least 30 days prior to the inspection date. Owners shall be required to provide all notices of inspection to the tenant(s) as required by law.

Any Rental Unit, even though not previously scheduled for inspection, may be inspected without prior notice to the Owner and/or tenant if an authorized city official has probable cause to believe that there exists on the property any condition which makes it or any portion thereof substandard or unsafe, or there is evidence that a violation of a code may exist.

If access to a structure, premises or area for the purpose of inspection authorized by this section is refused, an authorized city official, upon showing that probable cause exists for the inspection and for the issuance of an order directing compliance with the inspection requirements of this article with respect to such rental dwelling or rental unit, may petition and obtain such order from a court which has jurisdiction.

Except for probable cause inspections, a Rental Unit may only be inspected during reasonable hours upon presentation of proper identification by an authorized city official.

**Sec. 4-36. Standards.**

The standards used to determine Rental Unit and Dwelling Unit compliance with city codes and ordinances shall be the International Property Maintenance Code, as adopted and amended by the city council.

The building official is hereby empowered to make such rules and regulations as shall be necessary for the enforcement of this article, subject, however, to the approval of the city council. When the rules and regulations made under this article have been adopted and promulgated by the building official and approved by the city council, they shall be deemed to be as complete and binding a part of the article as if such rules were specifically set forth in this article. The violation of any of such regulations so adopted shall be deemed a violation of this article. Copies of such rules and regulations shall be placed on file in the office of the city clerk for inspection by interested parties at any reasonable time.

**Sec. 4-37. Noncompliance with code.**

*Violations not imminently dangerous.* Upon inspection by an authorized city official, if a violation of a code is discovered, but the violation is deemed by the official not to be immediately dangerous to health, welfare or safety, a violation notice shall be issued to the owner. The owner shall be advised of the time period to correct the violation.

*Violations that threaten life, limb or property.* If upon inspection of a rental property the authorized city official determines that a violation is of such serious nature so as to immediately threaten the health, safety or welfare of the public or the occupants thereof, the official shall demand that the violation(s) be corrected immediately and/or the rental property be vacated immediately.

**Sec. 4-38. Notices.**

The building inspector shall issue a written report in accordance with Section 107 of the International Property Maintenance Code, noting any violations of this article or any other provision of the city's ordinances and shall provide a copy of the report to the owner or owner's representative.

The building inspector shall direct the owner or owner's representative to correct violations within the time set forth in the report. A reasonable time for correcting violations shall be determined by the building inspector in light of the nature of the violations and all relevant circumstances, which shall not exceed sixty (60) days, unless correction of the violation within a 60-day period is impossible due to seasonal considerations.

Upon request of the person responsible for correcting violations, the building inspector may extend the time for correcting violations, but not to exceed an additional thirty (30) days.

Re-inspections of a rental property shall occur on the date specified on the violation notice, or sooner if requested by the owner and city scheduling permits such inspection. It shall be the owner's responsibility to coordinate the access to all areas of their rental properties. A fee as established by resolution of the City board shall be charged for each re-inspection after the first re-inspection.

**Sec. 4-39. Violations.**

A violation of any provision of this ordinance shall be punished as a municipal civil infraction, subject to fines and costs identified in Section 1-21 of Article II of the City of Swartz Creek Code of Ordinances.

Any structure not in compliance with this article is deemed a nuisance per se.

The building inspector, building official, code enforcement officer and any other person designated by the city manager is hereby designated as the authorized individual to issue municipal civil infraction citations or pursue any other lawful remedy for violations of this Article.

In addition to any penalties imposed by law, upon a finding of responsibility by the court for a violation of this Article, the City may immediately revoke the registration and order the immediate eviction of all persons and property upon the premises until a certificate of compliance is issued by the city.

**Sec. 4-40. Fees.**

The City shall, by resolution, establish the fees for registration and inspections of Rental Units and the City Clerk shall make the fee schedule available to the public during regular office hours. Any unpaid inspection fees shall become a lien on the property and collected as delinquent property taxes as allowed by law.

**Sec. 4-41. Appeals.**

Any person aggrieved by an order or decision of any official charged with the enforcement of this Article may appeal that order or decision to the city council provided that appeal is taken no later than twenty (20) days from the date of the order or decision being appealed. The appellant shall file with the official from whose decision such appeal is taken and with the city clerk, a notice of appeal specifying the ground therefor. The official from whom the appeal is taken shall forthwith transmit to the city clerk a summary report of all previous action taken. The city council may at its discretion call upon the official from whom the appeal is taken, to explain his action. The final

disposition of such appeal shall be in the form of a resolution either reversing, modifying or affirming, wholly or partly, the decision or the determination appealed from. To this end, the city council shall have all the powers of the official from whom the appeal is taken.

**Sec. 4-42. Hearings.**

The city council acting as the board of appeals shall fix a reasonable time for the hearing of the appeal and give due notice thereof to interested parties and decide the same within a reasonable time.

**Sec. 4-43. Cost.**

The cost of the demolition, making the building safe, or of maintaining the exterior of the building or structure or grounds adjoining the building or structure, incurred by the city to bring the property into compliance with this article shall be reimbursed to the city by the owner or party in interest in whose name the property appears.

**Sec. 4-44. Lien.**

The owner or party in interest in whose name the property appears upon the last local tax assessment records shall be notified by the assessor of the amount of the costs of the demolition, making the building safe, or of maintaining the exterior of the building, structure or grounds adjoining the building or structure by first class mail at the address shown on the records. If the owner or party in interest fails to pay the costs within 30 days after mailing by the assessor of the notice of the amount of the cost to the city, the city shall have a lien for the cost incurred to bring the property into conformance with this article. The lien for the cost shall be collected and treated in the same manner as provided for property tax liens under the general property tax act, Act No. 206 of the Public Acts of Michigan of 1893 (MCL 211.1 et seq.), as amended.

**Sec. 4-45. Separate legal action; judgment.**

In addition to other remedies under this article, the city may bring an action against the owner of the building or structure for the full cost of the demolition, of making the building safe, or of maintaining the exterior of the building or structure or grounds adjoining the building or structure. The city shall have a lien on the property for the amount of a judgment obtained pursuant to this section. The lien provided for in this section shall not take effect until notice of the lien is filed or recorded as provided by law.

**Section 2. Effective Date.**

This Ordinance shall take effect 30 days following publication.

At a regular meeting of the City Council of Swartz Creek held on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, \_\_\_\_\_ moved for adoption of the foregoing ordinance and \_\_\_\_\_ supported the motion.

Voting for:

Voting against:

The Mayor declared the ordinance adopted.

\_\_\_\_\_  
David Krueger  
Mayor

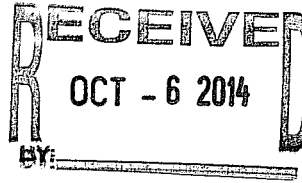
\_\_\_\_\_  
Juanita Aguilar  
City Clerk

#### **CERTIFICATION**

The foregoing is a true copy of Ordinance No. \_\_\_\_\_ which was enacted by the Swartz Creek City Council at a regular meeting held on the \_\_\_\_\_ day of March, 2014.

\_\_\_\_\_  
Juanita Aguilar  
City Clerk





September 30, 2014

Paul Bueche, City Manager  
City of Swartz Creek  
8083 Civic Dr.  
Swartz Creek, MI 48473

Dear Mr. Bueche:

As part of Comcast's commitment to keep you informed about important developments that affect our customers in your community, I am writing to notify you of some channel changes. Customers are being notified of these changes via bill messages.

We are pleased to announce Univision Deportes (channel 626) will be available with Digital Preferred TV and XFINITY Latino TV services, on or about October 28, 2014.

Also, effective December 18, 2014, XFINITY 3D HD (channels 333 & 1803) will no longer be available.

Additionally, pursuant to P.A. 480 of 2006, Section 9 (4), Comcast Cable's local operating entity hereby reports that Comcast does not deny access to services to any group of potential residential subscribers because of the race or income of the residents in the local area. A similar report will be filed with the Michigan Public Service Commission.

As always, feel free to contact me directly at 586-883-7075 with any questions you may have

Sincerely,

Gerald W. Smith  
Senior Manager, External Affairs  
Comcast, Heartland Region  
27800 Franklin Rd.  
Southfield, MI 48034

September 30, 2014



Mr. Adam Zettel  
City of Swartz Creek  
8083 Civic Dr.  
Swartz Creek, MI 48473

RE: Solid Waste Contract Extension

Dear Adam,

Thank you for the opportunity to discuss the possibility of renewing our residential curbside solid waste collection contract. Republic Services of Flint respectfully requests an extension to the City's current Contract. I have provided the following quote for your review based on a five (5) year term with the following changes, (all other terms and conditions shall remain the same):

**Proposed New Pricing:**

**Current Rate; \$11.49 (as of July 1, 2015)**  
**New 2015 Rate; \$10.67**

**Carted Solid Waste/Carted Every Other Week Recycle/Weekly Yard Waste**

Republic Services will continue to provide each household with a 95-gallon curb cart for the collection of solid waste serviced on a weekly basis. Republic will also continue to provide 1-95-gallon cart for the collection of single stream comingled recycling serviced on an every other week basis. The term for this is based on five (5) years.

**All pricing will be subject to an annual price increase of 3%. This price increase will take place starting on the anniversary of the contract in the year 2016. Fuel base will remain at a \$4.00 base.**

This offer includes "any and all" governmental surcharges currently in enacted. Should additional taxes, charges, surcharges, fees or laws imposed by governmental authorities on the collection services after the date hereof, the parties agree that they will negotiate in good faith to determine an equitable division of such costs insofar as they apply to the subject matter of this agreement. Republic shall not be entitled to any increase associated with violations of law, regulations, ordinances, or permit conditions.

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4101 Holiday Drive  
Flint, MI 48507  
810-341-9750 • Fax 810-341-1081  
republicservices.com

On behalf of Republic Services of Flint, I want to thank you and the City Council for the honor and privilege to provide our solid waste collection services for the residents in the City of Swartz Creek for the past several years. We have enjoyed being a part of your community and look forward to the opportunity to continue our relationship. Should you have any questions, comments, and/or concerns, please do not hesitate to contact me at 810-691-2993.

Sincerely,

Gary Hicks  
Municipal Services Manager  
Tri-County Refuse dba Republic Services of Flint

AMENDMENT TO THE CITY OF SWARTZ CREEK  
SOLID WASTE AGREEMENT

This Amendment (“Amendment”) to the original Solid Waste Agreement (“Agreement”), dated August 22, 2011 is made this \_\_\_ day of October 2014, by and between the City of Swartz Creek, a Michigan Municipal Corporation, (hereinafter referred to as the CITY) and Tri-County Refuse Service Inc dba Republic Services of Flint, a Michigan corporation (hereinafter referred to as the CONTRACTOR).

1. **Statement of Purposes**

1.1 On or about August 22, 2011, the parties entered into the Agreement, which Agreement allows for an extension of the Agreement term, upon mutual agreement of the parties. The parties have now agreed to an extension of the Agreement, and to certain other Agreement modifications, in accordance with the terms set forth below. All other terms and conditions shall remain the same.

1.2 In consideration of the mutual benefits to be provided, the parties have agreed to the following:

2. **Extension of Agreement Term**

2.1 The term of the Agreement is hereby extended for a period of five (5) years, from July 1, 2016 through June 30, 2021 as approved by the City Council. The term of the Agreement may be further extended thereafter for additional period(s) of time, as may be mutually agreed upon by the parties. Any such extension shall be provided for by a written amendment to the Agreement.

3. **Compensation**

3.1 Pricing for services provided during the extension period for the first year shall be \$10.67/unit/month. Future increases of 3% would be realized for each year thereafter. First price increase will occur July 1, 2016. The above new price shall take effect November 1, 2014.

**4. Cart Provision**

4.1 The Contractor shall continue to provide one (1) ninety-five (95) or sixty-five (65) gallon curb cart (aka tote) to each residential dwelling for the provision of all normal Type II household solid waste placed curbside for collection once per week on Monday. All refuse; trash and/or garbage must be placed in Contractor provided cart, should the resident have more refuse than will fit within the cart the resident shall be permitted to place the extra refuse next to the cart for collection.

4.2 The Contractor will continue to provide one (1) ninety-five (95) or sixty-five (65)-gallon recycle cart for each household and collect recyclables on an every other week basis. The materials collected shall be:

- |                              |                                   |
|------------------------------|-----------------------------------|
| Newsprint & office paper     | Steel, tin, & aluminum cans       |
| Clear glass bottles and jars | Plastics #1 – #7                  |
| Magazines                    | Corrugated cardboard & paperboard |
| Plastic Grocery Bags         | Metal Pots & Pans                 |
| Phone Books                  | Junk Mail                         |

4.3 The term “Residential Curb Cart” shall be defined as one (1) ninety-five (95) gallon or sixty-five (65) gallon wheeled cart, for the use by City Residents for the containment of their weekly Residential Solid Waste and Every Other Week Residential Recycle. Recycle Carts will be fitted with a green lid to identify the cart for recycling. Carts will be maintained by Contractor and replaced for normal wear and tear. Normal wear and tear does not include the cleaning of said Carts; this is the responsibility of the resident. Should a Cart be damaged due to the negligence of the Resident (such as placing hot ashes within the cart, etc), a replacement charge of \$65.00 will be remitted as payment in advance of delivery of a new one.

- 4.4 Should a Cart be lost or stolen, the resident simply needs to file a police report along with the serial number of the missing Cart and provide a copy of the report to the Contractor. Contractor will gladly replace the Cart at no additional charge. All Carts will remain the property of the Contractor.
- 4.5 Service shall also include the collection of one (1) bulky item per week at no additional charge. Residents are asked to contact Contractor in advance to schedule collection.
- 4.6 Contractor shall collect yard waste on a weekly basis from the first full week in April through the end of November every year. Christmas Trees will be collected for the first three (3) weeks after Christmas. Yard waste must be placed in biodegradable paper bags or placed loose in a 30-gallon can clearly marked yard waste only. Positively no plastic bags will be accepted. Branches and twigs smaller than 2” in diameter must be placed in bundles no larger than 2’ by 4’ long or 50 pounds per bag or bundle. Positively no tree trunks, stumps, or large amounts of construction/demolition debris will be accepted.

## **5 Miscellaneous**

- 5.1 Hazardous Waste (Excluded from this Contract)– Hazardous Waste is a form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, bio hazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.

5.2 The Agreement, as amended by this Amendment, is hereby ratified and affirmed by the parties, and shall remain in full force and effect, in accordance with its terms.

5.3 All pricing reflects a base price of \$4.50/gallon for diesel fuel with incremental increases and/or decreases of \$0.07/unit/month for every \$0.20/gallon fluctuation in the cost of diesel over and above the base price. At no time shall the fuel adjustment drop below the base price of \$4.50 per gallon.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date set forth above, by their duly authorized representatives.

IN THE PRESENCE OF:

CITY OF SWARTZ CREEK

By: \_\_\_\_\_

By: \_\_\_\_\_  
David Krueger, Mayor

IN THE PRESENCE OF:

TRI-COUNTY REFUSE SERVICE INC  
dba REPUBLIC SERVICES OF FLINT

By: \_\_\_\_\_

By: \_\_\_\_\_  
Brent Goodsell, Area President

**REFUSE, TRASH & RECYCLABLES COLLECTION AGREEMENT**  
**Between**  
**CITY OF SWARTZ CREEK**  
**And**  
**TRI-COUNTY REFUSE SERVICE, D.B.A. REPUBLIC SERVICES**

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THIS AGREEMENT (the "Agreement") is made and entered into this 22<sup>nd</sup> day of August, 2011, by and between the **City of Swartz Creek**, a municipal corporation, of 8083 Civic Drive, Swartz Creek Michigan 48473 (hereafter "**City**"), and **Tri-County Refuse Service Inc, dba Republic Services of Flint** 3328 Torrey Road, Flint Michigan 48507; a Michigan limited liability company, (hereafter, the "**Contractor**").

The City and Contractor agree as follows:

1. **TERM.**

The term of this Agreement shall begin on July 1, 2011 (the "Effective Date") and shall expire on June 30, 2016.

This Agreement may be extended upon mutual agreement by the City and Contractor.

2. **SCOPE OF WORK**

The Contractor is granted the sole and exclusive franchise, license and right within the geographic limits of the City and shall furnish all personnel, labor, equipment, trucks and all other items necessary to provide carted refuse and carted recyclable material collection, removal and disposal services as specified in this Agreement, and to perform all of the work called for within this Agreement.

3. **DEFINITION OF TERMS.**

**Bulky Items** – defined as any item larger than what the Cart can accommodate. This would include items such as stoves, water tanks, washing machines, furniture, swing sets, patio furniture, chairs, couches, bed springs, water heaters, and other large waste materials. Those items containing CFC's (Freon bearing appliances such as refrigerators, air conditioners and freezers) will be collected, at no additional charge.

**Cart** – The term "cart" (aka "curb cart" or "tote") shall be defined as one (1) ninety-five (95) gallon wheeled container, for the use by City Residents to contain either their weekly Residential Refuse or recyclable Material. A cart may be either a Refuse Cart or a Recycle Cart, either of which is defined as follows:

**Refuse Cart** – is defined as one (1) 95 gallon wheeled blue container/blue top to contain all refuse, trash, and/or garbage as generated by the resident and/or small commercial entity.

**Recycle Cart** – is defined as one (1) 95 gallon wheeled blue container/green lid to contain all single stream recyclable material as generated by the resident and/or small commercial entity.

**Hazardous Waste** (excluded from this Contract)– Hazardous Waste is a form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, bio hazardous, toxic or listed or characteristic



Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.

**Noncollectable Materials** – Neither the term solid waste nor “bulky Item” shall include organic or otherwise putrescible animal or vegetable matter; yard waste and debris, ashes, cinders or floor sweepings; whole tires; carbonated beverage containers; dead animals; hazardous waste; auto engines and/or chassis parts; metal drums, liquids of any kind or any other material banned from the landfills as per state statute.

**Refuse** - discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish or a combination thereof, including waste generated by agricultural operations.

**Recyclable Material** - solid waste taken out of the waste stream to be reused, such as newsprint, aluminum, glass, plastic #1 - #7, metals etc.

**Residential Unit** - a group of rooms located within a building and forming a single inhabitable unit with facilities which are used (or are intended to be used) for living, sleeping, cooking and eating and which are occupied or otherwise habitable.

#### 4. **SERVICE, OPERATIONS AND PERFORMANCE.**

##### **Solid Waste**

The Contractor shall provide one (1) ninety-five (95) gallon Refuse Cart to each residential dwelling for the provision of all normal Type II household solid waste placed curbside for collection once per week on Monday. All refuse, trash and/or garbage must be placed in the Contractor provided Refuse Cart. Should the resident have more refuse than will fit within the Refuse Cart, the resident shall be permitted to place the extra refuse next to the Refuse Cart for collection.

Residents requesting a second Refuse Cart must demonstrate their need. This determination of said need will be made at the Contractor's sole discretion. Refuse Carts will be maintained by Contractor and replaced for normal wear and tear. Normal wear and tear does not include the cleaning of said Refuse Carts. Cleaning of the Refuse Cart is the responsibility of the resident. Should a Refuse Cart be damaged due to the negligence of the Resident, a replacement charge of \$55.00 will be remitted as payment in advance of delivery of a new one. All Carts will remain the property of the Contractor.

Weekly service shall also include the collection of one (1) bulky item per week at no additional charge. Bulky items shall be bundled by the residents in parcels not exceeding 4 feet in length and/or 50 pounds in weight. Residents shall remove doors from all appliances before placing them curbside for collection.

Contractor will not collect and shall not obtain ownership of any non-Refuse item or Non-collectable Materials.

#### 5. **RECYCLING COLLECTION.**

The Contractor will provide one 95-gallon Recycle Cart for each household and will collect recyclables on an every other week basis. The materials collected shall be:

Newsprint & office paper  
Clear glass bottles and jars  
Magazines  
Plastic Grocery Bags  
Phone Books

Steel, tin, & aluminum cans  
Plastics #1 – #7  
Corrugated cardboard & paperboard  
Metal Pots & Pans  
Junk Mail

Residents requesting a second Recycle Cart must demonstrate their need. This determination of said need will be made at the Contractor's sole discretion. Recycle Carts will be maintained by Contractor and replaced for normal wear and tear. Normal wear and tear does not include the cleaning of said Recycle Carts. Cleaning of the Recycle Cart is the responsibility of the resident. Should a Recycle Cart be damaged due to the negligence of the Resident, a replacement charge of \$55.00 will be remitted as payment in advance of delivery of a new one. All Carts will remain the property of the Contractor.

**6. COMPOST COLLECTION.**

Contractor shall collect yard waste on a weekly basis from the first full week in April through the end of November every year. Christmas Trees will be collected for the first three (3) weeks after Christmas. Yard waste must be placed in biodegradable paper bags or placed loose in a 30-gallon can clearly marked yard waste only. Positively no plastic bags will be accepted. Branches and twigs smaller than 2" in diameter must be placed in bundles no larger than 2' by 4' long or 50 pounds per bag or bundle. Positively no tree trunks, stumps, or large amounts of construction/demolition debris will be accepted.

**7. MUNICIPAL AND COMMERCIAL**

Contractor agrees to provide commercial collection services for carted refuse placed curbside at the City offices, seven (7) public trash cans and receptacles located downtown, 2-4 yard front load container serviced twice a week for use by the Dept. of Public Services, one (1) large container for use at the Hometown Days Celebration and one (1) 10 yard open top roll off container for street sweepings serviced on an on call basis April through November at no additional charge to the City. Should the City request an increase in service beyond the services requested, at any time during this contract, Contractor shall retain the ability to negotiate any additional costs associated to said increase in service with the City. The City shall agree to pay said costs in good faith.

**8. HOURS OF COLLECTION**

Normal hours of collection are to be from 7:00 a.m. to 6:00 p.m. Exceptions may be made only when the Contractor has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances or upon the mutual agreement of the City and Contractor.

**9. ROUTES AND SCHEDULE OF COLLECTIONS**

All routing and scheduling of trucks used by the Contractor for the Refuse collection shall be left to the discretion of the Contractor.

**10. MISSED COLLECTIONS**

In the event that a regularly scheduled collection is missed and a complaint received by either the City or the Contractor, and where no fault can be found on the resident's part, a special collection of the refuse will be required of the Contractor within forty-eight (48)

hours. The City shall notify the Contractor of any complaints it receives within twenty-four (24) hours.

**11. HOLIDAYS**

Unless notified otherwise, the following holidays will be observed:

Labor Day	Thanksgiving Day
Memorial Day	July 4th
New Years Day	Christmas Day

When a holiday falls on a weekday, there will be no collections on that day, and the rest of that week collection will be one day later than usual.

The suspension of collection service on any holiday in no way relieves the Contractor of his obligation to provide collection service at least once per week.

**12. COMPLAINTS**

The Contractor shall receive and respond to all complaints regarding services provided under this Agreement. Any complaints received by the City will be directed to the Contractor's office. Should a complaint go unresolved for longer than seven (7) days, the City will have the right to demand an explanation or resolution to its satisfaction.

Contractor will have regular hours of 8:00 a.m. through 5:00 p.m. to answer all questions and complaints, if any, that the City residents may have. Residents may contact the Contractor's office locally at 800-438-0966

**13. COLLECTION EQUIPMENT**

An adequate number of vehicles shall be provided by the Contractor to collect Refuse in accordance with the terms of this Agreement. The vehicles shall be licensed in the State of Michigan and shall be operated in compliance with all applicable state, federal and municipal regulations.

All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, as a minimum, the name and phone number of the contractor plainly visible on both cab doors.

**14. DISPOSAL SITE**

All solid waste collected for disposal by the Contractor shall be hauled to the Citizens Sanitary Landfill located in Mundy Township, Michigan or such other disposal facility as determined by the Contractor (the "Disposal Site"). The Contractor shall assume payment of all tipping fees.

**15. COMPLIANCE WITH LAW**

Contractor shall conduct operations under this Agreement in compliance with all applicable laws. In the event that any collection service provided hereunder, or portions thereof, are rendered unlawful or impracticable pursuant to laws or regulations, Contractor shall, upon notice to the City, cease providing that service or portion thereof. If that happens, the Contractor shall make an appropriate adjustment to the rates set forth in paragraph 16, below. Any dispute between the City and the Contractor as to the amount of such adjustment shall be resolved in the manner provided for in paragraph 19, below.

**16. BASIS AND METHOD OF PAYMENT.**

**Rates** For all residential collection and disposal services required during the term of this Agreement, the Contractor shall be paid (Price List Below) per residential unit per month for solid waste, recycling and compost collection. All the aforementioned rate's shall be increased on July 1<sup>st</sup> of each year beginning July 1, 2011 by a factor of three (3% percent) of the prior year's effective residential unit rate (such amount as adjusted is referred to herein as the "Rate") for years two through five.

<b>Year One</b>	<b>\$10.21</b>
<b>Year Two</b>	<b>\$10.52</b>
<b>Year Three</b>	<b>\$10.83</b>
<b>Year Four</b>	<b>\$11.16</b>
<b>Year Five</b>	<b>\$11.49</b>

**17. COMPENSATION AND ADJUSTMENTS FOR NEW OR DISCONTINUED SERVICE**

Before commencement of work under this Agreement, it shall be the City's responsibility to provide the Contractor with an accurate address list of residential units to receive collection service. Thereafter and for the duration of the Agreement, the City shall promptly inform the Contractor of any new or discontinued service.

The Contractor shall bill the City within ten (10) days of the end of each calendar month for an amount calculated as:

(# Residential Units Receiving Service) X the then applicable Rate per residential unit, plus any amount due for additional services rendered at the request of the City.

The City shall remit payment within thirty (30) days following receipt of Contractor's Statement. If any dispute arises, the undisputed amount shall be paid. Any unpaid invoiced charges may be charged four (4%) on the unpaid amount.

**18. ADDITIONAL FEES**

The Rate set forth above may, upon thirty (30) days written notice, be increased due to additional taxes, charges, surcharges, and/or fees imposed by governmental authorities on the Contractor, the Collection Service or the Disposal Site following the date hereof, or due to laws, rules, regulations or ordinances which are adopted or changed (including a change in interpretation or enforcement) following the date hereof, which have the effect of increasing to the Contractor for the provision of the Collection Services or the costs to the Disposal Site, whether prospectively or retroactively. The term "Rate" as used in this Agreement shall include any adjustments made pursuant to the immediately preceding sentence. The Contractor shall not be entitled to any increase to the Rate associated with its violations of law, regulations, ordinances, or permit conditions.

**18.1 Fuel Recovery Fee**

All pricing reflects a base price of \$4.50/gallon for diesel fuel with incremental increases and/or decreases of \$0.07/unit/month for every \$0.20/gallon fluctuation in the cost of diesel over and above the base price. At no time shall the fuel adjustment drop below the base price of \$4.50 per gallon. The base price per gallon of diesel fuel shall be determined by using a calendar month average as published by the Energy Information Administration of the U.S. Department of Energy (EIA/DOE).

**19. ALTERNATE DISPUTE RESOLUTION**

Any controversy between the City and the Contractor regarding any of the terms of this contract, or the performance or non-performance by either party of any term or condition of this contract shall be submitted to mediation under section 19.1, below. If such mediation is unsuccessful, the controversy shall be submitted to arbitration under section 19.2, below.

**19.1 Mediation.**

Upon receipt of a notice from one party of a dispute over the performance of the other party of any of the terms of this agreement, the disputing parties shall, within ten (10) days agree upon a mediator to facilitate a mediation of the dispute between them. Unless the parties agree otherwise in a specific instance, such mediator shall be selected from the list of general civil mediators promulgated by the ADR Clerk of the Genesee County Circuit Court. Unless agreed otherwise by the parties, the mediation of said dispute shall take place within twenty one (21) days of the selection of the mediator. Both parties shall share equally in the fees and costs of the mediation.

**19.2 Arbitration.**

If the dispute is not resolved by mediation, it shall be referred to an arbitrator for a decision which shall be binding on the parties.

Within ten (10) days from the date of completion of the failed mediation, the disputing parties shall agree upon the selection of an arbitrator. Unless otherwise agreed to by them, the arbitrator shall conduct the arbitration proceeding within thirty (30) days following his or her selection and shall render a decision no later than ten (10) days after the conclusion of the arbitration.

If the parties cannot agree on the selection of an arbitrator, they shall each select one arbitrator and notify the other party of that selection within fifteen (15) days from the date of completion of the failed mediation. The two arbitrators so selected shall then select a third arbitrator within seven (7) days after their selection. The three together shall then serve as a panel in the arbitration proceeding. Any decision concurred in by a majority of the three shall be a final binding decision.

Procedurally, the arbitration shall be conducted in accordance with the Commercial Arbitration Rules promulgated by the American Arbitration Association.

The final decision rendered by said arbitrators shall be binding and conclusive and shall be subject to specific enforcement by a circuit court in the State of Michigan.

Unless otherwise determined by the arbitrator(s), the costs of the arbitration shall be borne equally by the parties.

**20. NOTICE.**

All notices or other communications to be given hereunder shall be in writing and shall be sent by overnight delivery or registered or certified United States mail, return receipt requested, properly addresses as follows:

The City:

The City of Swartz Creek  
C/O City Manager  
Copy To: City Clerk  
8083 Civic Drive  
Swartz Creek, Michigan 48473

The Contractor:

Tri-County Refuse Service Inc dba Republic  
Services of Flint  
3328 Torrey Road  
Flint, MI 48507

**21. NONDISCRIMINATION.**

The Contractor nor any subcontractor nor any person(s) acting on its behalf shall discriminate against any person because of race, sex, age, creed, color, religion or national origin.

**22. INDEMNITY.**

The Contractor will indemnify and save harmless the City, its officers, agents, servants, residents and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of this Agreement; provided, however, that the Contractor shall not be liable for any suits, actions legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Agreement or a willful or negligent act or omission of the City, its officers, agents, servants and employees.

**23. INSURANCE.**

The Contractor shall maintain in full force and effect throughout the term of this Agreement and throughout any extension or renewal thereof the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Workmen's Compensation Employer's Liability	Statutory \$ 1,000,000.00 aggregate
General Liability: Bodily Injury	\$ 500,000.00 each occurrence \$ 1,000,000.00 aggregate
Property Damage	\$ 1,000,000.00 each occurrence \$ 2,000,000.00 aggregate
Motor Vehicle Liability: Bodily Injury	\$ 500,000.00 each person \$ 1,000,000.00 each occurrence
Property Damage	\$ 2,000,000.00 each occurrence

All insurance will be by insurers authorized to do business in the State of Michigan. Said policies shall not thereafter be cancelled, permitted to expire, or be changed without advance written notice to the City.

**24. PERMITS, LICENSES AND TAXES.**

The Contractor shall obtain and assume the cost of all licenses and permits (other than the license and permit granted by the Agreement) and promptly pay all its applicable taxes.

**25. BID DOCUMENTS.**

The bid documents developed by the City and the Contractor's submission in response thereto are hereby incorporated by reference as to those matters not addressed by a specific provision in this agreement. A copy of the bid specifications and submittal by the Contractor are attached under "Exhibit A".

**26. GOVERNING LAW.**

Both parties agree that the terms and provisions of this Agreement shall be interpreted and governed under the laws of the State of Michigan.

**27. BINDING AGREEMENT.**

This Agreement is binding upon and inures to the benefit of the parties and their respective successors, representatives and assigns.

**28. MODIFICATIONS TO AGREEMENT.**

The parties agree that the terms and provisions of this Agreement will not be modified nor amended unless in writing signed by both parties hereto. The parties further agree that this requirement will not be waived or modified unless in writing executed by all the parties hereto.

**29. MISCELLANEOUS PROVISIONS.**

**Breach of Agreement** If the Contractor fails to perform, or to perform in a satisfactory manner, or to perform in accordance with applicable laws, the City shall have the right to demand in writing adequate assurance from the Contractor that steps have been or are being taken to rectify the situation. The Contractor must within fourteen (14) days of receipt of such demand return to the City Clerk a written statement (the "Statement") that explains reasons for non-performance or delayed partial or substandard performance during that period and any continuation thereof. The Contractor also has available to it the option to appear with an explanation before the City Council. Upon the failure of the Contractor to submit a "Statement" or the failure of the Contractor to take steps to rectify the situation, and such situation is a material breach of this Agreement and results in a material adverse effect on the Contractor to perform its obligations hereunder, the City may, except under conditions of Force Majeure, terminate this Agreement by a majority vote of the City Council.

**Force Majeure** Neither the Contractor nor the City shall be liable for the failure to perform their duties nor for any resultant damage, loss, etc., if such failure is caused by a catastrophe, strike, riot, war, governmental order or regulation, fine, act of God or other similar or different contingency beyond the reasonable control of the Contractor or City.

If such circumstances persist for more than seven (7) days or if after their cessation the Contractor is unable to render full or substantial performance for a period of thirty (30) days he may terminate this Agreement upon written notice given sixty (60) days in advance to the City.

**Assignment of Agreement** No assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonable withheld; provided, however, the Contractor may assign any right, interest, obligation or duty of this Agreement to an affiliate of the Contractor without the express written consent of the City. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty, but such assumption shall have no effect on the liability of the Contractor hereunder.

**Change of Ownership** In the event that substantially all of the Contractor's business assets are sold, the City maintains the right to hold the Contractor solely liable. If, however, the City determines that the new ownership can adequately and faithfully render the services called for in this Agreement for the remaining term of the Agreement, then the City may elect to execute a notation, allowing the new ownership to assume the rights and duties of the Agreement and releasing the previous ownership of all obligation and liability. The new ownership would then be solely liable for any work and/or claims attendant to this Agreement.

**Waivers** A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

30. **ENTIRE AGREEMENT.**

This Agreement constitutes the entire Agreement between the parties and supersedes any prior understanding or agreement.

***(Signature Page Follows)***



IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this 22<sup>nd</sup> day of August, 2011.



**Witnesses:**

Thomas R. Surrick

Connie Echeverria

**CITY OF SWARTZ CREEK:**

By: Richard B. Abrams  
Richard B. Abrams, Mayor

By: Juanita Aguilar  
Juanita Aguilar, City Clerk

**Witnesses:**

[Signature]

**REPUBLIC SERVICES OF  
FLINT**

By: Mark Watson  
Mark Watson, Area President

## AGREEMENT FOR POLICE DEPARTMENT ADMINISTRATION SERVICES

This Agreement is made between the Charter Township of Mundy ("Township") and the City of Swartz Creek ("City"), and is effective November 1, 2014.

### **Recitals**

**WHEREAS**, both the Township and City presently supply police protection services to their respective municipalities with each Police Department employing their own Chief of Police;

**WHEREAS**, the Township and City have been exploring ways to reduce the costs and expenses of maintaining two separate Police Departments that are located in close proximity to each other while not compromising the competency and extent of police protection services that they presently provide their residents;

**WHEREAS**, Rick Clolinger, the City's current Chief of Police, is retiring later this year and both municipalities see the resulting vacancy as an opportunity for them to share administrative services.

### **Agreement**

NOW, THEREFORE, the Township and City agree as follows:

1. Upon Rick Clolinger's retirement as Chief of Police for the City, the City shall not fill the resulting vacancy in that office, but the Township Chief of Police, or his/her designee, shall function as the Chief of Police of the City instead, said individual to serve in that capacity as an official of the city and observe all city policies, charter, procedures, and ordinances.
2. To be eligible to serve as Chief of Police, a person shall be a certified police officer with adequate education and experience sufficient to fulfill the duties of the Chief of Police as outlined in the job description attached as Exhibit A.
3. In the event of a vacancy in the Township's Chief of Police position, the Township shall be solely responsible for filling that vacancy with a person holding the necessary qualifications.
4. The Township shall be solely responsible for all liability insurance, worker's compensation insurance, disability insurance, payroll, medical benefits, pension, unemployment, social security, withholding, and any and all other expenses related to compensation or benefits paid or owed to the Chief of Police.
5. As consideration, the City shall pay the Township Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) per year, in quarterly payments of Nine Thousand Three Hundred Seventy Five Dollars (\$9,375.00) per quarter. The City shall make the first such payment on or before February 1, 2015, with all subsequent payments being due the first day of the month on which it is due.
6. Either party may terminate this Agreement on sixty (60) days written notice to the other.

Dated: September \_\_\_\_, 2014

\_\_\_\_\_

CHARTER

TOWNSHIP OF MUNDY  
BY ITS SUPERVISOR  
DAVID GUIGEAR

Dated: September \_\_\_\_, 2014

\_\_\_\_\_

CITY OF

SWARTZ CREEK  
BY ITS CITY MANAGER  
ADAM ZETTEL

Report from Accounting Staff to Council October 13, 2014

Plante Moran staff is currently finalizing the City of Swartz Creek audit. We expect to have a draft soon. During the month of June we requested that Council pass a resolution to make any amendments necessary based on the final revenue and expenses as of June 30, 2014. As year-end adjustments were processed it became necessary to make budget amendments to two funds the Water Fund and the Weed Fund.

First on the Weed Fund no expenses or revenue had been budgeted in the original budget, the amended amounts in early June had to be adjusted to recognize year end revenues received and expenses paid out for this fund.

For the Water Fund a year end adjustment was made to correct actual revenues for Water Fees and Metered Services, over all actual revenues collected were higher than budgeted. Depreciation expense has not been a budgeted item so an adjustment was made to recognize this expense. Moving forward all depreciation expenses will be included as part of the original budget.

Below are the Budget Adjustments for both the Weed and Water Fund.

DESCRIPTION: Budget Adjust. Res. 140623-09			
GL #	DESCRIPTION	DR	CR
866-000.000-416.000	Current Weed Revenue	3,900.00	
866-000.000-801.000	Contractual Services		190.00
	JOURNAL TOTAL:	3,900.00	190.00

DESCRIPTION: Budget Adj. Resol. 140623-09			
GL #	DESCRIPTION	DR	CR
590-540.000-600.000	Water Fees		36,281.97
590-540.000-601.000	Metered Services	52,514.45	
590-540.000-968.000	Depreciation Expense		93,261.69
	JOURNAL TOTAL:	52,514.45	129,543.66

We are continuing to update policies and procedures, along with incorporating changes required by Governmental Accounting Standards Board (GASB). During the first quarter of 2015 we will be reviewing the budget to year to date totals, and bringing to council any amendments that require Council approval.

10/08/2014

REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK  
PERIOD ENDING 09/30/2014

FUND	2014-15 AMENDED BUDGET	YTD BALANCE 09/30/2014 NORMAL (ABNORMAL)	AVAILABLE BALANCE	% BDGT USED
<b>Fund 101 - General Fund</b>				
TOTAL REVENUES	2,397,584.99	1,344,142.07	1,053,442.92	56.06
TOTAL EXPENDITURES	2,527,671.72	714,437.00	1,813,234.72	28.26
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>(130,086.73)</b>			
<b>Fund 202 - Major Street Fund</b>				
TOTAL REVENUES	2,060,815.00	54,681.19	2,006,133.81	2.65
TOTAL EXPENDITURES	2,371,461.00	34,143.28	2,337,317.72	1.44
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>(310,646.00)</b>			
<b>Fund 203 - Local Street Fund</b>				
TOTAL REVENUES	144,545.00	8,587.35	135,957.65	5.94
TOTAL EXPENDITURES	143,959.00	19,196.37	124,762.63	13.33
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>586.00</b>			
<b>Fund 226 - Garbage Fund</b>				
TOTAL REVENUES	373,157.28	334,094.17	39,063.11	89.53
TOTAL EXPENDITURES	443,011.60	76,887.04	366,124.56	17.36
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>(69,854.32)</b>			
<b>Fund 248 - Downtown Development Fund</b>				
TOTAL REVENUES	106,240.00	(490.43)	106,730.43	
TOTAL EXPENDITURES	79,750.00	3,754.96	75,995.04	4.71
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>26,490.00</b>			

10/08/2014

REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK  
PERIOD ENDING 09/30/2014

FUND	2014-15 AMENDED BUDGET	YTD BALANCE 09/30/2014 NORMAL (ABNORMAL)	AVAILABLE BALANCE	% BDGT USED
<b>Fund 265 - Drug Enforcement Fund</b>				
TOTAL REVENUES	7,850.00	3,000.67	4,849.33	38.23
TOTAL EXPENDITURES	7,850.00	1,962.66	5,887.34	25.00
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>0.00</b>			
<b>Fund 350 - City Hall Debt Fund</b>				
TOTAL REVENUES	78,625.00	0.25	78,624.75	0.00
TOTAL EXPENDITURES	78,625.00	0.00	78,625.00	0.00
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>0.00</b>			
<b>Fund 590 - Water Supply Fund</b>				
TOTAL REVENUES	1,478,350.00	358,514.83	1,119,835.17	24.25
TOTAL EXPENDITURES	1,520,522.00	245,505.90	1,275,016.10	16.15
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>(42,172.00)</b>			
<b>Fund 591 - Sanitary Sewer Fund</b>				
TOTAL REVENUES	1,099,200.00	252,467.04	846,732.96	22.97
TOTAL EXPENDITURES	1,323,870.00	88,137.55	1,235,732.45	6.66
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>(224,670.00)</b>			
<b>Fund 661 - Motor Pool Fund</b>				
TOTAL REVENUES	221,698.00	39,838.29	181,859.71	17.97
TOTAL EXPENDITURES	253,054.00	50,497.03	202,556.97	19.96
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>(31,356.00)</b>			

10/08/2014

REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK

PERIOD ENDING 09/30/2014

FUND	2014-15 AMENDED BUDGET	YTD BALANCE 09/30/2014 NORMAL (ABNORMAL)	AVAILABLE		% BDGT USED
			BALANCE	BALANCE	
<b>Fund 865 - Sidewalks***</b>					
TOTAL REVENUES	1,500.00	6,903.50		(5,403.50)	
TOTAL EXPENDITURES	1,500.00	7,039.50		(5,539.50)	
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>0.00</b>				
<b>Fund 866 - Weed Fund ***</b>					
TOTAL REVENUES	1,500.00	3,350.00		(1,850.00)	
TOTAL EXPENDITURES	700.00	615.00		85.00	87.86
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>800.00</b>				

\*\*\* Budget Amendments will be done first quarter of next year