

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday, January 25, 2016, 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 January 11, 2016 MOTION Pg. 22
5. **APPROVE AGENDA:**
 - 5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
 - 6A. City Manager's Report MOTION Pg. 2
 - 6B. Park Fee Waiver Request (Business Item) Pg. 34
 - 6C. Master Plan Draft Attached
 - 6D. Intersection Repair Bid Tabulation and Engineering Recommendation (Business Item) Pg. 37
 - 6E. Supervisor Association Agreement Draft (Business Item) Pg. 39
 - 6F. Bridge Inspection Proposal (Business Item) Pg. 75
 - 6G. Fundraising/Event Proposal (Business Item) Pg. 77
 - 6H. Mid-Year Budget Notes and Sheets (Business Item) Pg. 78
 - 6I. FANG Report Pg. 91
 - 6J. Road Work Bid Proposals (Business Item) Pg. 95
 - 6K. Street Project Review Committee Minutes Pg. 98
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Street Ballot Language Affirmation RESO Pg. 14
 - 8B. Park Fee Use/Waiver Request RESO Pg. 15
 - 8C. Intersection Repair Bids RESO Pg. 16
 - 8D. Clerk Appointment/Supervisor Association Agreement RESO Pg. 17
 - 8E. Mid-Year Budget Adjustments RESO Pg. 17
 - 8F. Bridge Inspection Proposal RESO Pg. 18
 - 8G. Fundraising/Event Proposal RESO Pg. 19
 - 8H. Road Work Bid Proposal RESO Pg. 19
 - 8I. Vehicle Auction Request RESO Pg. 20
 - 8J. DDA Appointment RESO Pg. 20
10. **MEETING OPENED TO THE PUBLIC:**
11. **REMARKS BY COUNCILMEMBERS:**
12. **ADJOURNMENT:** MOTION

City of Swartz Creek
CITY MANAGER'S REPORT
Regular Council Meeting of Monday, January 25, 2016 - 7:00 P.M.

TO: *Honorable Mayor, Mayor Pro-Tem & Council Members*
FROM: Adam Zettel, City Manager
DATE: January 20, 2016

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

✓ **OUTSTANDING APPEALS (*Update-Business Item*)**

The appraisal for Morgan Properties (Carriage Plaza aka as Gilroy's Plaza) has begun. We expect to sign a proposal to perform an audit of the golf course soon.

For now, our assessor recommends we hold position on the raceway and mini-storage while we manage the other cases. Staff has already settled one appeal for El Portrero that the assessor found reasonable upon submission of a privately funded appeal. A complete listing of outstanding appeals is as follows:

Year	Parcel #	Docket #	Owner	Petitioner's Representative	Current Assessed	Current Taxable	Proposed Assessed	Proposed Taxable	Status	Notes
2014	58-03-530-001	14-005368	Morgan Properties	Steve Johnson	286,300	286,300	149,425	136,875	answered 8/12/14	Gilroys Plaza
2014	58-03-200-003	14-005368	Morgan Properties	Steve Johnson	623,800	567,674	325,575	298,225	answered 8/12/14	Gilroys Plaza
										Assessment appears fair - recommend getting an appraisal
2015	58-32-100-004	15-002500	Shkreli Investments	Fred Gordon	286,600	286,600	50,000	50,000	answered 6/16/15	golf course
										Assessment appears fair - recommend getting an appraisal
2015	58-35-576-039	15-002131	CenterpiecePlaza	Laura Hallahan	182,600	181,762	110,000	110,000	answered 6/9/15	
2015	58-35-576-040	15-002131	CenterpiecePlaza	Laura Hallahan	21,900	19,778	15,000	15,000	answered 6/9/15	
										Assessment appears fair - attorney to file interrogatores to get leases, income and expenses statements for potential appraisal
2015	58-35-400-001	15-001904	Sports Creek	Michael Shapiro	1,207,400	918,667	500,000	500,000	answered 6/9/15	
										Hold for now - Assessor to acquire more information
2015	58-02-200-033	15-002502	Nemer Enterprises	Kal Nemer	293,400	196,940	190,000	190,000	answered 6/16/15	Morrish Rd office
										Attorney to file interrogatores to get leases, income and expenses statements for potential appraisal
2015	58-31-526-008	15-003396	BOAM	Robert Blick	309,300	283,973	144,500	144,500	answered 8/4/15	El Petrero
										Staff negotiated true cash value at \$300,000 based upon staff valuation and petitioner submitted appraisal
2015	58-02-200-029	15-002787	S.C. Mini Storage	Steve Johnson	765,300	765,300	550,000	550,000	answered 8/4/15	
										Assessment appears fair - pending further deliberation

✓ **STREETS (*See Individual Category*)**

✓ **MORRISH AND BRISTOL SIGNAL (*No Change of Status*)**

It appears the Genesee County Road Commission is working on the proposed cost sharing agreement that would enable installation of a basic signal at this intersection. I informally discussed the matter with Clayton Township leadership, and the concept seems to have much support. Furthermore, Meijer has quickly responded to our request to engage in the participation for this signal AND a future upgrade. They appear willing to do both.

✓ **2017-2020 TRAFFIC IMPROVEMENT PROGRAM (TIP) (No Change of Status)**

The three year plan for street funding has been drafted by the county. At this time, they ask that we keep this information confidential. I will note that the city is expected to get some federal funds allocated for this cycle. The applications, with updated costs, include:

<u>Road</u>	<u>Point of Beginning</u>	<u>Point of End</u>	<u>Length (Miles)*</u>	<u>Lanes</u>	<u>Lane Feet</u>	<u>Width (Feet)</u>	<u>ADT</u>	<u>Total Cost</u>	<u>Federal Match</u>	<u>Local Match</u>	
Miller Road	Morrish	NB Seymour	1	4	21120	48	13444	\$1,507,272	\$1,205,818	\$301,454	
Cappy Lane	Fairchild	Worcester	0.36	2	3801.6	28	1085	\$443,161	\$354,529	\$88,632	
Worcester	Cappy	Winston	0.1	2	1056	28	691	\$172,474	\$137,979	\$34,495	
Fairchild	Cappy	Miller	0.28	2	2956.8	44	2456	\$305,104	\$244,084	\$61,021	
Seymour	S City Limit	Chesterfield	0.8	2	8448	36	2675	\$534,364	\$427,491	\$106,873	
								Cost			
								Totals:	\$2,962,375	\$2,369,900	\$592,475

*Miller is a four lane to three lane w/two bike lane conversion

✓ **MORRISH ROAD CLASSIFICATION-BRIDGE CAPACITY (No Change of Status)**

Morrish Road has been submitted for classification as a “minor arterial” from a “major collector”. The MDOT approved the change. Now we await review by the Federal Highway Administration sometime this calendar year.

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

The city now has a report/change order on the estimated costs for this project, and the news is good. It appears that the savings sought by the city were realized, with a reduction of \$121,355.39. Note that this is not savings under the resolution. This reflects savings under the bid amount of \$1,918,020.56. Since this was beyond our original estimate, the savings were desired to match budgeted amounts. In short, we are right on target.

Also, the noted weeds on Miller have been sprayed, cut, and hydro seeded.

✓ **SIGNAL PHASING STUDY FOR MILLER AND MORRISH (No Change of Status)**

OHM has completed a draft of the intersection section study. At this point, they recommended altering the timing for signal phasing throughout the day. This will enable a tailored pattern of timing to better accommodate the various needs observed. Though it is possible to place a dedicated left, it would require well over \$100,000 to do so due to new requirements for “box-span” configurations. Furthermore, this configuration would likely result in a decrease to the service level for certain through-traffic movements.

We are working with Genesee County to implement the timing recommendations so that we can assess the effectiveness. If the council chooses to, we can revisit the other options mentioned.

✓ **20 YEAR STREET PLAN – ROAD FUNDING (Update-Business Items)**

The city council placed a 4.22 mil proposal on the May 3, 2016 ballot. However, I REQUEST THE CITY COUNCIL DO SO AGAIN SO THAT THERE IS NO QUESTIONABLE LANGUAGE IN THE BALLOT QUESTION RESULTING FROM THE AMENDMENT MADE TO THE PROPOSED LANGUAGE ON JANUARY 11, 2016. Specifically, the amendment extended the timeframe from 10 years to 20 years but was silent on the time frame as underlined below:

SWARTZ CREEK STREET INITIATIVE BALLOT PROPOSAL

Shall the City of Swartz Creek be authorized to levy a millage of up to a maximum of 4.220 mills (\$4.22 Per \$1,000 of taxable value) for twenty (20) years, 2016-2025, inclusive, for the purpose of funding construction and interest costs for the replacement, rehabilitation, repair, and maintenance of public streets and include pavement, sidewalk, curb, gutter, shoulders, and related drainage work within the City of Swartz Creek, the estimated revenues that will be collected during the first year of this millage as authorized and levied to be \$616,000?

A new resolution is included to affirm the language above with the noted extension of the timeframe to 2035. With \$16 Million of public investment at stake, we don't want any procedural errors.

The impact and revenues of a levy of 4.220 mils is estimated as follows:

Levy Impacts on Homes	4.220 mil (\$616k/year)	
	Month	Year
Home Value \$70,000 (\$35,000 taxable)	\$12.31	\$147.70
Home Value \$100,000 (\$50,000 taxable)	\$17.58	\$211.70
Home Value \$150,000 (\$75,000 taxable)	\$26.38	\$316.50

This ballot proposal was approved with the understanding that the city endorses the existing 20 year investment plan and asset management strategy. To better plan for investment specifics, the council activated the Street Project Review Committee. This committee was charged with formulating a specific investment plan for 2016. They met on January 15, 2016 (see attached minutes). Their recommendation is to rebid the preservation and preventative maintenance work for 2016, as well as some low-cost preventative maintenance on Elms and Morrish Roads. Combined with the proposed intersection work (see below), this scope of work will enable the city to spend all ballot raised funds while saving some state proceeds for the larger reconstruction project in 2017.

The primary reason that Worchester is recommended to be pushed back a year is because it appears to have been selected for federal support to the tune of about \$137,000. Since these funds will not be available until 2017, the committee decided it was worth the wait to have access to said funds.

A resolution is included that provides for bidding services on the recommended projects. For more details on the committee deliberations, see their minutes. These minutes also include notes on information dissemination.

✓ **2016 STREET BIDS-SCRAP TIRE GRANT** (*Update-Business Item*)

We have bids for the intersections of Winston and Miller (including water main), as well as Fairchild and Miller. Bids were opened at 10:00 a.m. on January 14, 2016. The project includes a bid add-on for additional watermain on Winston due to noted pipe weaknesses. The engineer supports the acceptance of the low bid. A resolution is included to do so. Note that work is to hold off until school is out in June for obvious reasons.

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

✓ **SEWER REHABILITATION PROGRAM** (*No Change of Status*)

Liqui-Force has just completed the 2015 projects in the Village. We did not encounter any major issues or change orders. Tom will await a final debriefing before final billing. If all goes well, we will look to begin the next phase of televising very soon.

✓ **KWA** (*No Change of Status*)

For the most part, the KWA is still ahead of schedule and under budget. The most recent estimates place the authority in operation by the end of 2016 on a limited basis, serving Flint. It is expected to be serving all authority customers by fall of 2017. The treatment facility is under construction as we speak and the pipeline work is nearly complete.

✓ **WATER LOSS** (*No Change of Status*)

Johnson Controls has taken a look at our water loss. By both their reckoning and ours, the numbers are improving. The last few quarters are in our favor, but water loss needs to be accounted for over at least a year to capture a larger sample of breaks, hydrant flushing, and four season use. As noted in Johnson Controls report, water loss is standing at about 16%. Given our industry standard target of 10%, they feel there is not enough justification to engage in system-wide meter replacement or to otherwise engage them for related services.

We have also been working with Genesee County to test and upgrade master meters coming into and leaving the city. The County has also agreed to audit their billing records to ensure that water metered as leaving our system is accurately recorded and billed. Combined with some recent meter upgrades at one of our larger school facilities and apartment complexes, we are hoping to see further reductions.

Again, we were initially searching for the silver bullet solution to our water loss problem, such as a defective master meter. However, as time moves on, we are discovering that the water loss is more representative of “death by a thousand paper cuts.” Our solution? One thousand Band-Aids. We will keep working on the system one meter, one register, and one leaky valve at a time.

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

The policy has been approved by the city council. We will distribute and engage recipients of the policy over the next month.

✓ **CIVIC CAMPUS TREES (Update)**

I noted at the last meeting that there may be critters and blights affecting the three main species of pine that are planted around the civic campus that includes the library/senior center, city hall, the theater, and the public safety building. Dozens and dozens of trees are likely affected to an extent that could result in a mass die-off. I will learn more about the specific maladies and ascertain if we can treat them or if we need to begin cutting. Cost is always an issue in any event. I will have the arborist in around March.

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

The next meeting is scheduled for Wednesday, January 27, 2016 at 10:00 a.m. at the Paul D. Bueche Municipal Building.

The board met at 10:00 a.m. on Wednesday, December 9, 2015. The meeting was held at the Mundy Township offices. All board members were present. The following actions were taken:

1. Oath of office sworn by all members
2. Curt Porath selected as Chairperson
3. Kay Doerr selected as Vice-Chairperson
4. Dan Atkinson's contract transferred to the Authority upon "effective date"
5. Seventh member, Vane King, selected by board
6. Code of ethics distributed
7. Lt. Bade designated as the Freedom of Information Officer
8. Swartz Creek FOIA policy adopted, subject to updates to respective identification and name markers (e.g. Swartz Creek City = Regional Police Authority of Genesee County)
9. Facility needs were discussed
10. Meeting schedule for 2016 established (fourth Wednesday of each month at 10:00 a.m., odd months at Paul D. Bueche Municipal Building & even months at Mundy Township Hall)

The staff of both police departments continue to work on drafts of necessary documents, including:

- Operating procedures
- Purchasing policy
- LEIN policy
- 911 Consortium agreements
- Personnel policy

Based upon comment, we will look to see if the board can reschedule some or all meetings for evening hours. I will also advocate for resident positions on committees that can be formed to review facilities, staffing, financial policies, etc. To affirm the process, both the city and township will be reviewing the proposed plan for authority police protection often and in the public setting prior to a vote to affirm or deny the transfer of police services, staff, and powers.

✓ **SPRINGBROOK EAST & HERITAGE VACANT LOTS** *(No Change of Status)*

The bond has been received and payment to the contractor made for Springbrook East resurfacing. If new phases are approved and new construction commences, staff has instituted an infrastructure development and permitting process in which the contractor/developer will need to apply. This process shall include standards for review, approval, and prior bonding. This permitting process was designed to avoid future issues with infrastructure completion and integrity.

Eight of the twelve lots in Springbrook East have sold. The association has already been reimbursed for these sales. I expect the other four to sell by early summer of 2016, putting this totally in our rearview mirror.

The city still owns four lots in Heritage Village. We have no plan for these at this time. Perhaps an auction of these lots is in order. In this case, I am not sure if there was an intention to share additional revenues with the association or not. The city sold one lot in 2014 "at cost." Purchase agreements with other buyers fell through.

✓ **MEIJER COMMUNITY DONATION** *(Update)*

We have a recommendation to honor the Meijer donation for the Fortino Drive sidewalk at a Tuesday night concert. This appeared to be well received by the council. Any additional thoughts?

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

I have reached out to Gaines Township on this matter, informally. Since they have platted lots that lack necessary infrastructure adjacent to the city, it makes sense to work together on drainage and related matters. The previous report on the matter follows:

The planning commission considered this issue as a component of the current master plan amendment. Their initial recommendation is to make the area conducive on the construction of single family homes in accordance with the original plat. To do so will require engineered drainage, a section of new sanitary sewer, and some fill/grading to the roads. Future deliberation of the planning commission and city council will determine whether or not this course is followed.

Obviously, the biggest concern is funding of the improvements. Public workshops are recommended to gauge owner interest in participating and to what degree improvements should be done and assessed. Note that the city's lots in this area could be used for storm water storage and/or sales to recoup costs.

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

Councilmembers should have a copy. Let me know what you think.

✓ **MEDICAL MARIJUANA MORATORIUM** *(Update)*

The moratorium is in place for another 180 days. Since there have been no new developments in the state legislature, I will look to have a public hearing on the matter before the planning commission in March.

✓ **CAPPY LANE LIFT STATION** *(No Change of Status)*

Rowe Professional Services Company has been working the design and bidding for the lift station. They expect to have a bid opening in mid-January. At this point, the scope of the bid has changed, with some additional features being proposed. These features, the procurement and installation of which will be subject to approval by the city council, include a generator, potential chopper pumps (for large debris), and an upgraded protective casing for the control panel.

In addition, the engineer recommends salvaging two of the existing pumps for current and future usage as high-flow/emergency pumps. These changes, with contingency, are expected to bring the total construction cost to about \$300,000. The result will be a much more reliable system with two separate pumping facilities and two separate power sources.

In addition to the generator, which I recommend the city acquire in any case, Tom is working with Consumers to feed the site from a different power district, providing additional redundancy in the system.

✓ **SUNOCO** *(Update)*

There has been some good progress related to the gas station. On January 15, 2016, Mr. Svrcek, Mr. Gildner, and I joined a conference call with Exxon and their representatives, including environmental experts, legal staff, and a project manager.

The big take-away from the call is that Exxon is interested in closing the site out with the state Department of Environmental Quality, and this is good news. The process and timeline was discussed at length. The consultants believe that the site can be closed out if the following are done:

1. Removal of tanks, piping, and aboveground features (city)*
2. Removal of soils from site (Exxon)
3. Adoption of deed restrictions (owner/city)
4. Adoption of groundwater use restriction (city)
5. Filing of findings, closure request, and ongoing monitoring (Exxon)

*This feature was requested for further negotiation by staff with the intention of sharing costs for the tank removal. Exxon indicated an initial interest in doing so.

We have another meeting scheduled for late February in which Exxon intends to present their findings related to DEQ feedback on their Conceptual Site Model (CSM) that they proposed to use for site risk-based closeout. If the feedback is positive, they may look to engage in a partnership with the city to begin removing soils and filing for formal closure as early as this April.

What can the city expect? I think we should plan to demolish the above ground features this spring. That is something we planned on doing anyways. We should also prepare to partner with Exxon to remove the tanks. If they are willing, they may cover this cost. If not, I will research what we can expect as a removal cost.

Since we are dealing with a contaminated/blighted property and a large oil company, we should also expect the unexpected. By that, I mean that we may end up incurring additional legal fees and ancillary costs of demolition. I don't think this will come as a surprise to anyone, but I just want to affirm that, while this cleanup is worth it, it won't be free.

✓ **ELMS PARK GRANT (Update)**

The grant agreement has been executed by the city. We cannot begin and bid preparation or other work related to the grant until the state executes the agreement as well. We await their signatures.

✓ **CLERK-FINANCE DIRECTOR DUTIES (Update-Business Item)**

The city has made a conditional offer of employment to one of the staff applicants. The filling of this position is contingent upon affirmation of the city council as it relates to the City of Swartz Creek Supervisors Association collective bargaining agreement, as well as affirmation by the city council as it relates to filling the "clerk" duties in accordance with the city charter.

The necessary changes have been made to a draft amended Supervisors' Association Agreement and a resolution is included with the packet to move us forward.

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

✓ **FANG (Update)**

The quarterly GAIN report is included.

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

✓ **PLANNING COMMISSION (Update)**

The commission was given a complete draft of the amended master plan at its regular meeting on January 5, 2016. This draft was recommended to be reviewed and distributed by the city council. A complete copy of this draft is now in front of the city council for preliminary review.

Please take a look at this draft and provide comments at this time. I intend to have a resolution at the next meeting to approve the plan for distribution. Note that, even after distribution, there is still ample opportunity to amend this plan during this revision.

✓ **DOWNTOWN DEVELOPMENT AUTHORITY (Update)**

The DDA met on January 14th. They reviewed some layouts for possible housing, parking, and open space for the properties on Fortino Drive. They affirmed that the lot by the cemetery should be parking only (well landscaped). They also desired to have a nice open area on the west end and a left turn land on Fortino onto Morrish.

The housing options ruled out the use of dumpsters and pooled parking. The DDA desired to see garages on homes. These requirements were thought to avoid any semblance of multiple family housing and to add value to the units. At this time, the architect will offer some concepts related to the housing type itself (detached, townhome, etc.).

There was also discussion about moving forward with demolition of the Sunoco Station and continuing the Miller Road streetscape to the west.

The meeting concluded with an announcement from Chairman Nemer indicating that he was resigning from the DDA board. He will be missed and tough to replace. Mayor Krueger recommends Connie King, a downtown business owner and city resident, as a candidate for his position.

I expect the DDA to meet again on February 11, 2016.

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

The zoning board of appeals will have their annual meeting on March 16th, 2016, in which they will select officers. There are no other appeals, variances, or interpretations scheduled.

✓ **PARKS AND RECREATION COMMISSION** (*Update-Business Item*)

The board is seeking permission to move forward with fundraising and event planning assistance to support the new “tot-lot” for Elms Park. As previously noted, the board feels funds are available for the feature. However, previous efforts to raise large amounts of funds using exclusively volunteer efforts have proven difficult. Some ideas, such as a brick purchase program were considered. However, the board felt that if donated funds were to be partially offset by the fundraiser itself, they would rather see more engagement and events take the place of engraving services.

As such, they opted to seek the assistance of the professional that oversaw the fundraiser for Grand Blanc’s dog park and other local events. This person would commit to raising \$25,000 for a flat fee of \$2,500. This service would include events, such as a sponsored or fee-based slip-n-slide day on the sledding hill. A minimalist agreement is included with the packet to engage these services and start the fundraising process.

The park board also made a recommendation to seek approval from the city council to accept the donation of a dog park. This feature would cover about 1/3 of an acre on the south side, near I-69. It is being proposed by an Eagle Scout candidate that would oversee all fundraising, material provision, and installation (under the direction of Mr. Svrcek). The park board has spent the better part of a year reviewing this proposal. At this time, they are giving it a thumbs up. I will have a resolution presented to the city council when the scout candidate is ready with his final presentation.

Their next meeting is planned for Wednesday, February 3rd, 2016, at 6:00 p.m.

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

The December Board of Review met on December 15, 2015 at 10:00 a.m. All members of the board, including our alternate, were present. Four city residents came to the board requesting Principal Residence Exemptions and all of them were

granted. The Board also granted one other Principal Residence Exemption and one Disabled Veterans Exemption.

The board is not expected to convene until the spring.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **BRIDGE INSPECTION PROPOSAL (*Business Item*)**

There are two bridges within the city's street system, the Elms Road and Morrish Road creek crossings. Note that Raubinger Road used to be a shard bridge, but this was transferred to the Genesee County Road Commission about a decade ago.

The bridges of the city must be inspected every two years in accordance with Federal Highway Administration guidelines. We have been inspecting one of the bridges each year as part of that simple two-year cycle. At this time, I have a proposal from Rowe Professional Services Company to continue this cycle of inspections for the price of \$400 per bridge. This service includes the site visit and regulatory paperwork submission.

Since both bridges are practically new, I don't expect any findings or complications.

✓ **ELMS PARK RESERVATION & WAIVER REQUEST – ART FAIR (*Business Item*)**

The Art in the Park event is being planned for Elms Park this summer on August 27th. This event was held in the park for a few years before moving to the Cage Field House in 2013. The Kiwanis Club, in partnership with the Swartz Creek Area Art Guild and Swartz Creek Women's Club, moved the event back to Elms Park in 2015. As an annual event, we are not surprised that they have applied for park use again for 2016. The activities, needs, and setup remain the same as previous years.

Briefly described, the event is an outdoor art fair that is held on a single Saturday in August. There is a setup area for tents immediately west of the main pavilion, a food vendor area east of the tennis courts, and parking on the soccer fields. Setup begins the preceding Friday. About 2,500 attendees are expected

The dates to hold this event (August 26-27) have been tentatively reserved. It is now appropriate to consider this application under the following applicable conditions:

EXPANDED PARK USE AND RESERVATIONS. Swartz Creek-based organizations (defined as non-profit organizations or institutions with a principle office or auxiliary presence within the Swartz Creek school district) may be permitted the use of designated areas of city parks, including control during hours the parks are closed to the public, subject to the following conditions:

- 1) Use must be pre-approved by the city council.*
- 2) The organizations' use of the park area shall not violate any local or state law nor unreasonably interfere with the use and enjoyment of adjacent park areas by others.*
- 3) The organizations shall hold the city harmless from liability for incidents arising out of the organizations' use of the park area and shall provide evidence of insurance coverage.*

- 4) *The city reserves the right to direct where organizations' structures are installed and activities conducted to minimize damage to park property and facilities and to limit interference with the use of adjacent areas of the park.*
- 5) *Fees shall equal the cost of all pavilion rentals for the park in use on a daily basis. Additional fees may be charged for services requested of the city and negotiated in advance, including use of barricades, additional utilities, port-a-johns, etc.*
- 6) *In no case will use result in a charge for or prohibition on general access to the park by the public, by vehicle or other means.*

Based upon the proposed event and past experiences with this event, I do not see any issues or areas of non-compliance with issuing the reservation.

Related to the reservation, the group is requesting a fee waiver. This is completely up to the city council based upon the following:

Fees may be waived in full if reservations by a non-profit are found to result in a public benefit directly or if proceeds from the reserved event are found to be a benefit to the city. Monies must be paid at the time of reservation. Cancellations must be made two (2) weeks or more prior to event date and all cancellations are subject to a \$20 fee.

I will provide no opinion or recommendation on this matter. Note that I am a member of the Swartz Creek Kiwanis.

A resolution to permit the reservation and waiver has been included, written in the affirmative.

✓ **VEHICLE AUCTION REQUEST (*Business Item*)**

The city has a 1999 S-10 pickup that we use to support buildings and grounds services of the city. It is past its prime and needs to go before it becomes a liability. Tom is requesting permission to sell this at auction. I have included a resolution to do so.

In the near future, we will look to replace this vehicle with one other vehicle. We are considering another small pickup, a four wheel drive, or a van. The four wheel drive would enable more diversified duties, and the van would be better suited for transporting and storing more sensitive equipment, such as voting machines, paper files, cleaning equipment, and appliances. We will consider more options, including used vehicles.

✓ **MID-YEAR BUDGET ADJUSTMENTS (*Business Item*)**

We continue to look at some mid-year budget amendments. We tacked five minor funds at the last meeting and are upgrading to take a look at three "larger" funds.

Again, we have a detailed narrative finance report by Juanita and Deanna. The positions of the DDA and Motor Pool funds will improve from a cash flow standpoint. The Garbage fund is losing some ground due to greater than anticipated street sweeping costs. I will save time and space by not further reiterating what the staff report includes. A resolution is included to make these changes.

Council Questions, Inquiries, Requests, Comments, and Notes

Nothing to report...

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, January 25, 2016, 7:00 P.M.**

Resolution No. 160125-4A MINUTES – January 11, 2015

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, January 11, 2016, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 160125-5A 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 January 25, 2016, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 160125-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of January 25, 2016, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 160125-8A STREET FUNDING BALLOT LANGUAGE AFFIRMATION

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek is organized and operates as a home rule city pursuant to its charter, and under the provisions of the Home Rule Cities Act, 1909 P.A. 279, as amended, MCL 117.1, *et seq*; and

WHEREAS, the City of Swartz Creek, pursuant to the Michigan Constitution, Article IX, subsection 31, may levy additional taxes only with the approval of a majority of the qualified electors of the City of Swartz Creek voting thereon; and

WHEREAS, the City Council seeks the approval of the electors in order to generate funds for the sole purpose of constructing and repairing the public streets within the City of Swartz Creek.

NOW, THEREFORE, BE IT RESOLVED, that the question of whether to levy an additional 4.220 mills for the sole purpose of constructing, repairing, and improving the public streets within the City of Swartz Creek shall be submitted to the electors of the City of Swartz Creek at the next election to be held in the City on May 3, 2016, which question shall read as follows:

SWARTZ CREEK STREET INITIATIVE BALLOT PROPOSAL

Shall the City of Swartz Creek be authorized to levy a millage of up to a maximum of 4.220 mills (\$4.22 Per \$1,000 of taxable value) for a twenty (20) years, 2016-2035, inclusive, for the purpose of funding construction and interest costs for the replacement, rehabilitation, repair, and maintenance of public streets and include pavement, sidewalk, curb, gutter, shoulders, and related drainage work within the City of Swartz Creek, the estimated revenues that will be collected during the first year of this millage as authorized and levied to be \$616,000?

BE IT FURTHER RESOLVED, that the City Clerk shall do and perform all acts required of said Clerk by the City Charter and the statutes of the State of Michigan and such case made and provided in regard to the registration of electors for said election, the giving of notice thereof, the giving of notice of said election, the preparation and furnishing of necessary ballots, and for the conduct of such election.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 160125-8B PARK RESERVATION & WAIVER REQUEST – ART FAIR

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek requires park usage reservations and fees in accordance with adopted rules and regulations; and

WHEREAS, the Swartz Creek Area Art Guild and Swartz Creek Kiwanis Club is proposing an expanded park use reservation for Pavilion #2, the soccer fields, and the asphalt courts on August 26-27, 2015 for the purpose of holding a public art fair; and

WHEREAS, both groups are recognized non-profits operating in Swartz Creek that meet the requirements for an expanded use reservation; and

WHEREAS, the city park rules and regulations states that “fees may be waived in full if reservations by a non-profit are found to result in a public benefit directly or if proceeds from the reserved event are found to be a benefit to the city.”; and

WHEREAS, the City Council finds the Swartz Creek Kiwanis Club, partnered with the Swartz Creek Area Art Guild, to be a qualifying group with a qualifying activity.

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council hereby approves the expanded use reservation of the Swartz Creek Kiwanis Club and waives all fees for the August 27, 2015 reservation in Elms Park.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 160125-8C INTERSECTION REPAIR BIDS

Motion by Councilmember: _____

WHEREAS, the city is party to a scrap tire grant award from the State of Michigan Department of Environmental Quality in the amount of \$62,000 for funding street repairs and the intersections of Miller-Fairchild and Miller-Winston; and

WHEREAS, the City Council, finding the subsurface watermain at Winston to be compromised, has sought bids to replace this main during street work; and

WHEREAS, sealed bids were opened at the Paul D. Bueche Municipal Building on January 14, 2016 for all combined work, with the engineer finding the low bid by Kennedy Excavating, Inc. to be a responsible bid.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek approve the low bid proposal by Kennedy Excavating, Inc. in the amount of \$289,669.25, plus a 10% contingency, for watermain replacement and street repair as outlined in the bid specifications for the intersections of Miller-Fairchild and Miller-Winston.

BE IT FURTHER RESOLVED, that the City Council directs the Finance Director to apportion expenses proportionate to the engineer’s final determination of unit costs out of the Major Street Fund and Water Fund and further directs the City Manager to prepare and execute the necessary contracts necessary to engage the contractor.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 160125-8D

CLERK APPOINTMENT & SUPERVISORS AGREEMENT AMENDMENT

Motion by Councilmember: _____

WHEREAS, the current City Clerk/Finance Director has announced retirement to be effective in 2016, and;

WHEREAS, the City Manager recommends filling the duties of the City Clerk as soon as possible by means of promoting a member of the existing staff, thereby enabling on-the-job training by the existing Clerk/Finance Director, and;

WHEREAS, the City Manager has selected an appointee for the office of City Clerk and desires to have the City Council affirm the appointment and wage as required by Charter Section 4.2 for the City Clerk’s duties as described by Charter Section 7.3, and;

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 & October 13, 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 Employer and Supervisors Association agree to amend the Agreement, Sections 3, 6, 7 & 11, including the job description for the “Clerk” in Appendix E, so as to effect this appointment, and;

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

NOW THEREFORE, BE IT RESOLVED the City of Swartz Creek City Council hereby affirms the promotion and appointment of Ms. Eskew to the office of City Clerk, as outlined in the City Charter and the amended and restated 2012-2016 Collective Bargaining Labor Agreement between the City and the Swartz Creek Supervisor’s Association, a copy of which is attached hereto.

BE IT FURTHER RESOLVED the City of Swartz Creek City Council hereby acknowledges full time years of service contributed by Ms. Eskew with the City of Swartz Creek as it relates to the Agreement.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 160125-E

2015-2016 MID-YEAR BUDGET ADJUSTMENTS

Motion by Councilmember: _____

WHEREAS, Act 621 of P.A. 1978 provides for a uniform budgeting system for local units of government; and

WHEREAS, Act 275 of P.A. of 1980 further prohibits deficit spending by local units of government; and

WHEREAS, the City Council has reviewed the City's 2015 – 2016 Revenue and Expenditure Report through December 2015, and finds that it is not in deficit; however, certain department activity line items may be in deficit; and

WHEREAS, the City Council has received a Budget Amendment Summary and Revenue and Expenditure Reports reflecting proposed changes in budgeted items; and

WHEREAS, new budget amounts necessitate adjustments to the original adopted budget; and

WHEREAS, said supplemental documentation shows the new proposed revenue and expenditures by fund.

THEREFORE BE IT RESOLVED, the Swartz Creek City Council hereby authorizes and directs the city manager to make all necessary mid-year budget adjustment amendments to Fund 226 (Garbage), Fund 248 (Downtown Development Authority), and Fund 661 (Motor Pool), in accordance with the supplemental documentation (pages 80 to 90) attached.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 160125-8F BRIDGE INSPECTION PROPOSAL

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek owns, operates, and maintains a system of major streets, including two bridges, and

WHEREAS, the Federal Highway Administration requires inspection of these bridges by a certified professional once every two years, and

WHEREAS, Rowe Professional Services Company is a qualified engineer of the city and has completed these inspections previously for \$400 each, and

WHEREAS, Rowe has agreed to offer the same pricing as before for inspections required in 2016 and 2017.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek approves the bridge inspection proposal by ROWE Professional Services Company, dated January 11, 2016.

BE IT FURTHER RESOLVED, that the City Council directs the Mayor to execute said proposal on behalf of the city and for the city finance director to appropriate such design costs to the Major Street Fund.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 160125-8G TOT-LOT PROJECT FUNDRAISING/EVENT SERVICES

Motion by Councilmember: _____

WHEREAS, the City Council, with the input and guidance of the Parks and Recreation Advisory Board, approved the construction of a tot-lot play facility in Elms Park; and

WHEREAS, the Board has the ability to conduct fundraising, independent of the City Council; and

WHEREAS, the Board finds that professional services to raise a substantial amount of funds, while simultaneously conducting community events at the city parks has substantial value to the city; and

WHEREAS, the Board recommended that the Council approve a revised agreement with a third party for such professional services at their regular meeting on January 13, 2016.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek hereby approves the agreement for professional fundraising services as outlined in a revised proposal dated January 20, 2016 and further directs the Mayor to execute said agreement on behalf of the city.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 160125-8H STREET BID PROPOSAL

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek owns, operates, and maintains a system of major and local streets, and

WHEREAS, the city has a 20 year asset management plan on file, and

WHEREAS, this plan, which includes various levels of preventative maintenance, preservation, and reconstruction on city streets, was assessed by the Street Project Review Committee at its meeting on January 15, 2016, and

WHEREAS, the committee recommends seeking bids for specific preventative maintenance and preservation projects, condition upon the passage of the 2016 street levy proposal, and

WHEREAS, such projects must be bid timely in order for construction to commence in 2016, and

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek approves the engineering proposal by ROWE Professional Services Company, dated January 19, 2016, for an amount not to exceed \$1,483 for bidding services related to Yarmy Drive and Parkridge Subdivision.

BE IT FURTHER RESOLVED, that the City Council directs the Mayor to execute said proposal on behalf of the city and for the city finance director to appropriate such design costs to the Local Street Fund.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 160125-8I S-10 VEHICLE AUCTION

Motion by Councilmember: _____

I Move the City of Swartz Creek, finding the 1999 S-10 pickup truck to be beyond its useful life for the execution of safe and efficient duties, hereby direct and authorize the Director of Public Services to auction this vehicle and related appurtenances (listed below) by means of the Bidcorp.com service.

1. 1999 S-10 Chevy Pickup Truck, VIN #1GCCS145X1K41151, 87,000 miles

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 160125-8J APPOINTMENT

Motion by Councilmember: _____

I Move the Swartz Creek City Council affirm the nomination of the Mayor and appoint Connie King to serve on the Downtown Development Authority Board for the remainder of a term commencing immediately and expiring March 31, 2016.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 01/11/2016**

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.

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

Councilmembers Absent: None.

Staff Present: City Manager Adam Zettel, City Clerk Juanita Aguilar, Director of Public Service Tom Svrcek.

Others Present: Bob Plumb, Tommy Butler, Jim Barclay, Steve Shumaker, Sharon Shumaker, Lou Fleury, Darrell Terpening, Dennis Cramer.

APPROVAL OF MINUTES

Resolution No. 160111-01

(Carried)

Motion by Councilmember Porath
Second by Councilmember Gilbert

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held Monday, December 14, 2015 to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 160111-02

(Carried)

Motion by Mayor Pro Tem Abrams
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Agenda as presented and printed for the Regular Council Meeting of January 11, 2016, to be circulated and placed on file.

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

City Manager's Report

Resolution No. 160111-03

(Carried)

Motion by Councilmember Shumaker
Second by Mayor Pro Tem Abrams

I Move the Swartz Creek City Council accept the City Manager's Report of January 11, 2016, including reports and communications, to be circulated and placed on file.

Discussion Ensued.

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

MEETING OPENED TO THE PUBLIC

None.

COUNCIL BUSINESS

ZONING ORDINANCE AMENDMENT #427

Jim Carlson, engineer for the petitioner, he passed out some information. He introduced Al Terpening the petitioner. Al Terpening gave a presentation on the project, which will include 24 assisted living units, 14 memory care units and 10 nursing home units.

Discussion Ensued.

Resolution No. 160111-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember: Gilbert

WHEREAS, the Public Act 110 of 2006, the Michigan Zoning Enabling Act, enables cities to regulate land use through the creation and enforcement of zoning maps and regulations, and

WHEREAS, changes were proposed to the city's zoning ordinance map to amend zoning of a newly created 3.65 acre parcel from R-4 (Two Family Residential) to RM-1 (Multiple Family Residential), and

WHEREAS, changes were concurrently and in conjunction proposed to the city's zoning ordinance map to amend the Planned Unit Development District zoning for an area that includes the above property, in addition to adjacent vacant land and the Springbrook East Condominium, approximately 47.5 total acres, inclusive of a concept proposal, and

WHEREAS, after a public hearing, the city planning commission, finding such changes satisfy zoning map amendment criteria, recommended such amendments at their regular meeting on January 5, 2016.

THEREFORE, I MOVE the City of Swartz Creek ordains:

ORDINANCE NO. 427

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF SWARTZ CREEK TO BRING SAID ORDINANCE INTO COMPLIANCE WITH THE MICHIGAN ZONING ENABLING ACT, ACT 110 OF THE PUBLIC ACTS OF 2006, AS AMENDED; TO AMEND THE ZONING MAP.

THE CITY OF SWARTZ CREEK ORDAINS:

Section 1. Amendment of the Zoning Map of the City of Swartz Creek.

The official Zoning Map of the city shall be amended to reflect RM-1 zoning for property identified as:

PART OF THE EAST 1/2 OF SECTION 36, T7N-R5E, CITY OF SWARTZ CREEK, GENESEE COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF CUMMINGS BERLIN ACRES, AS RECORDED IN LIBER 22, PAGE 21, GENESEE COUNTY PLAT RECORDS, SAID POINT BEING N 88°05'40" W, 1286.15 FEET FROM THE EAST 1/4 CORNER OF SECTION 36; THENCE CONTINUING N 88°05'40" W, 35.71 FEET; THENCE S 17°03'21" E, 358.72 FEET ALONG THE WEST LINE OF CUMMINGS BERLIN ACRES; THENCE CONTINUING ALONG THE WEST LINE OF SAID PLAT S 19°11'34" E, 95.03 FEET; THENCE S 70°59'10" W, 110.30 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 670.00 FEET, AND A CHORD BEARING AND DISTANCE OF S 83°29'14" W, 290.05 FEET; THENCE ALONG A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, AND A CHORD BEARING AND DISTANCE OF N 35°44'19" W, 28.88 FEET; THENCE N 10°20'12" E, 30.88 FEET; THENCE ALONG CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET, AND A CHORD BEARING AND DISTANCE OF N 01°08'18" E, 121.49 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 970.00 FEET, AND A CHORD BEARING AND DISTANCE OF N 02°39'56" W, 131.07 FEET; THENCE S 86°40'42" E, 87.35 FEET; THENCE N 48°11'37" E, 15.74 FEET; THENCE N 03°14'00" E, 147.93 FEET; THENCE N 30°17'42" E, 105.76 FEET; THENCE N 60°40'45" E, 134.99 FEET; THENCE N 84°02'10" E, 21.09 FEET; THENCE S 05°15'21" E, 118.81 FEET TO THE POINT OF BEGINNING. CONTAINING 3.65 ACRES MORE OR LESS

Section 2. Amendment of the Zoning Map of the City of Swartz Creek.

The official Zoning Map of the city shall be amended to reflect an amendment to an existing Planned Unit Development zoning overlay, including the concept plan to be included as part of Zoning Appendix A, for property identified as:

Part of the East 1/2 of Section 36, T7N-R5E, City of Swartz Creek, Genesee County, Michigan, described as: Beginning at a point on the East-West 1/4 Line (as occupied) of Section 36, that is N88°05'40"W, 415.00 feet (recorded as N88°07"W) from the East 1/4 Corner of Section 36, said point also being on the North line of Cummings Berlin Acres, as recorded in Liber 22, Page 21 Genesee County Plat Records; thence continuing N88°05'40"W, 906.10 feet (recorded as N88°07"W) along the North line of said plat to the Northwest Corner of said plat; thence S17°03'21"E, 358.70 feet (recorded as S17°04'E, 359 feet) along the West line of said plat; thence S19°11'34"E, 155.77 feet (recorded as S19°10'E) along the West line of said plat to the Northeast corner of Wray Acres as recorded in Liber 23, Page 4 of Genesee County Plat Records; thence S55°32'17"W, 534.30 feet (recorded as S53°35'W, 534.47 feet); thence S55°32'10"W, 369.91 feet

(recorded as S53°35'W, 370 feet) to the Northwest Corner of Lot 9 of Wray Acres; thence N34°24'42"W, 90.10 feet; thence S55°34'16"W, 200.13 feet; thence S34°31'58"E, 90.22 feet to the Northeast Corner of Lot 8 of Wray Acres; thence S55°31'00"W, 399.93 feet (recorded as S53°35'W, 400 feet) to the Northwest Corner of Lot 5 of Wray Acres; thence S34°30'33"E, 299.83 feet (recorded as S36°25'E, 300 feet) to the Southwest corner of lot 5 of Wray Acres; thence S55°29'11"W, 59.97 feet (recorded as S53°35'W, 60 feet) to the Southeast corner of lot 4 of Wray Acres; thence N34°30'54"W, 299.86 feet (recorded as N36°25'W, 300 feet) to the Northeasterly Corner of Lot 4 of Wray Acres; thence S55°30'46"W, 242.09 feet (recorded as S53°35'W, 242.16 feet) to the Northwest corner of lot 2 of Wray Acres and the North-South 1/4 line of Section 36 as occupied; thence N02°46'43"E, 235.00 feet; thence N02°47'10"E, 1327.43 feet to the occupied Interior Corner of Section 36; thence N02°38'43"E, 260.04 feet along the occupied North-South 1/4 line to the Southerly right-of-way line of Interstate I-69 (so-called); thence S89°38'16"E, 2189.80 feet along the Southerly right-of-way line of Interstate I-69 (so-called); thence S02°32'54"W, 265.47 feet; thence S25°04'20"W, 65.26 feet to the Point of Beginning. Containing 47.5 acres, more or less

Section 3. Penalties; Sanctions.

Any person who violates any provision of this Ordinance is subject to the penalties and sanctions provided for in Article 32 of the Zoning Ordinance.

Section 4. Effective Date.

This ordinance shall be effective 20 days after publication.

At a regular meeting of the City Council of the City of Swartz Creek held on January 11, 2016, adoption of the foregoing ordinance was moved by Councilmember Hicks and supported by Councilmember Gilbert.

Voting for:
Voting against:

The Mayor declared the ordinance adopted.

David Krueger
Mayor

CERTIFICATION

The foregoing is a true copy of Ordinance No. 427 which was enacted by the City Council of the City of Swartz Creek at a regular meeting held on January 11, 2016.

Juanita Aguilar, City Clerk

Publish Date: _____
Swartz Creek View

YES: Pinkston, Porath, Shumaker, Gilbert, Hicks Krueger.
NO: Abrams. Motion Declared Carried.

STREET FUNDING BALLOT LANGUAGE PROPOSAL

Resolution No. 160111-05

Motion by Councilmember: Gilbert
Second by Councilmember Hicks

WHEREAS, the City of Swartz Creek is organized and operates as a home rule city pursuant to its charter, and under the provisions of the Home Rule Cities Act, 1909 P.A. 279, as amended, MCL 117.1, *et seq*; and

WHEREAS, the City of Swartz Creek, pursuant to the Michigan Constitution, Article IX, subsection 31, may levy additional taxes only with the approval of a majority of the qualified electors of the City of Swartz Creek voting thereon; and

WHEREAS, the City Council seeks the approval of the electors in order to generate funds for the sole purpose of constructing and repairing the public streets within the City of Swartz Creek.

NOW, THEREFORE, BE IT RESOLVED, that the question of whether to levy an additional 4.220 mills for the sole purpose of constructing, repairing, and improving the public streets within the City of Swartz Creek shall be submitted to the electors of the City of Swartz Creek at the next election to be held in the City on May 3, 2016, which question shall read as follows:

SWARTZ CREEK STREET INITIATIVE BALLOT PROPOSAL

Shall the City of Swartz Creek be authorized to levy a millage of up to a maximum of 4.220 mills (\$4.22 Per \$1,000 of taxable value) for ten (10) years, 2016-2025, inclusive, for the purpose of funding construction and interest costs for the replacement, rehabilitation, repair, and maintenance of public streets and include pavement, sidewalk, curb, gutter, shoulders, and related drainage work within the City of Swartz Creek, the estimated revenues that will be collected during the first year of this millage as authorized and levied to be \$616,000?

BE IT FURTHER RESOLVED, that the City Clerk shall do and perform all acts required of said Clerk by the City Charter and the statutes of the State of Michigan and such case made and provided in regard to the registration of electors for said election, the giving of notice thereof, the giving of notice of said election, the preparation and furnishing of necessary ballots, and for the conduct of such election.

Discussion Ensued.

Resolution No. 160111-05a

(Amended)

Motion by Councilmember Porath
Second by Councilmember Shumaker

WHEREAS, the City of Swartz Creek is organized and operates as a home rule city pursuant to its charter, and under the provisions of the Home Rule Cities Act, 1909 P.A. 279, as amended, MCL 117.1, *et seq*; and

WHEREAS, the City of Swartz Creek, pursuant to the Michigan Constitution, Article IX, subsection 31, may levy additional taxes only with the approval of a majority of the qualified electors of the City of Swartz Creek voting thereon; and

WHEREAS, the City Council seeks the approval of the electors in order to generate funds for the sole purpose of constructing and repairing the public streets within the City of Swartz Creek.

NOW, THEREFORE, BE IT RESOLVED, that the question of whether to levy an additional 4.220 mills for the sole purpose of constructing, repairing, and improving the public streets within the City of Swartz Creek shall be submitted to the electors of the City of Swartz Creek at the next election to be held in the City on May 3, 2016, which question shall read as follows:

SWARTZ CREEK STREET INITIATIVE BALLOT PROPOSAL

Shall the City of Swartz Creek be authorized to levy a millage of up to a maximum of 4.220 mills (\$4.22 Per \$1,000 of taxable value) for twenty (20) years, 2016-2025, inclusive, for the purpose of funding construction and interest costs for the replacement, rehabilitation, repair, and maintenance of public streets and include pavement, sidewalk, curb, gutter, shoulders, and related drainage work within the City of Swartz Creek, the estimated revenues that will be collected during the first year of this millage as authorized and levied to be \$616,000?

BE IT FURTHER RESOLVED, that the City Clerk shall do and perform all acts required of said Clerk by the City Charter and the statutes of the State of Michigan and such case made and provided in regard to the registration of electors for said election, the giving of notice thereof, the giving of notice of said election, the preparation and furnishing of necessary ballots, and for the conduct of such election.

YES: Porath, Shumaker, Abrams, Hicks Krueger, Pinkston.
NO: Gilbert. Motion Declared Carried.

Resolution No. 160111-05b

(Carried as amended)

With the change of ten (10) to twenty (20) in the ballot proposal.

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

STREET PROJECT REVIEW COMMITTEE

Resolution No. 160111-06

Motion by Councilmember Pinkston
Second by Councilmember Porath

WHEREAS, under the General Operating Rules of the Council, the Mayor, with the advice and consent of Council, may appoint temporary committees whose membership may include persons not on Council; and

WHEREAS, such committees must be temporary in nature, have a specific purpose, and include a specific time frame for their activities; and

WHEREAS, the city is in the process of studying the prospect of a 20 year street investment plan and accompanying 20 year levy; and

WHEREAS, the council desires to enable a committee of councilmembers and staff to further deliberate on the particulars relating to the amount of any such levy, as well as the possibility of creating a prioritized street list for the life of the levy.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek City Council hereby creates a temporary committee, to be referred to as the "Street Project Review Committee," for the purpose of reviewing and making recommendations relating to the proposed street levy, with findings to include the recommended amount of such levy.

BE IT FURTHER RESOLVED, the Street Project Review Committee shall deliver such findings on or before the regular meeting on February 22, 2016 and be subsequently dissolved unless otherwise engaged in further reviews at the direction of the city council.

BE IT FURTHER RESOLVED, the membership of the Street Project Review Committee shall be composed of the following individuals:

- Mayor Krueger
- Councilmember _____
- Councilmember _____
- Lou Fleury – Consultant Engineer
- Adam Zettel – Staff Member

Discussion Ensued.

Resolution No. 160111-06a

(Amended)

Motion by Mayor Pro Tem Abrams
Second by Councilmember Gilbert

WHEREAS, under the General Operating Rules of the Council, the Mayor, with the advice and consent of Council, may appoint temporary committees whose membership may include persons not on Council; and

WHEREAS, such committees must be temporary in nature, have a specific purpose, and include a specific time frame for their activities; and

WHEREAS, the city is in the process of studying the prospect of a 20 year street investment plan and accompanying 20 year levy; and

WHEREAS, the council desires to enable a committee of councilmembers and staff to further deliberate on the particulars relating to the amount of any such levy, as well as the possibility of creating a prioritized street list for the life of the levy.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek City Council hereby creates a temporary committee, to be referred to as the “Street Project Review Committee,” for the purpose of reviewing and making recommendations relating to the proposed street levy, with findings to include the recommended amount of such levy.

BE IT FURTHER RESOLVED, the Street Project Review Committee shall deliver such findings on or before the regular meeting on February 22, 2016 and be subsequently dissolved unless otherwise engaged in further reviews at the direction of the city council.

BE IT FURTHER RESOLVED, the membership of the Street Project Review Committee shall be composed of the following individuals:

Mayor Krueger
Councilmember Porath
Councilmember Pinkston
Lou Fleury – Consultant Engineer
Adam Zettel – Staff Member

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

NO: None. Motion Declared Carried.

Resolution No. 160111-06b

(Carried as amended)

With the addition of Porath and Pinkston, committee councilmembers.

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

NO: None. Motion Declared Carried.

MTT APPRAISAL APPROPRIATION (Golf Course)

Resolution No. 160111-07

(Carried)

Motion by Councilmember Porath
Second by Mayor Pro Tem Abrams

I Move the City of Swartz Creek amend the budget to allocate \$10,000 of general fund balance to the assessing department for the purpose of contesting the tax appeal by Shkreli Investments, for real estate identified as parcel number 58-32-100-004 (Genesee Valley Meadows Golf Course), costs to include an appraisal, legal services, and other related expenses to be provided by the city’s legal counsel and a qualified firm, as selected by the city manager with the authority of the city council under Section 2-402(a)(2) of the city ordinances.

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

MTT APPRAISAL APPROPRIATION (Carriage Plaza)

Resolution No. 160111-08

(Carried)

Motion by Mayor Pro Tem Abrams
Second by Councilmember Porath

I Move the City of Swartz Creek amend the budget to allocate \$10,000 of unencumbered, unreserved general fund monies to the assessing department for the purpose of contesting the tax appeals by Morgan Properties, for real property identified as 58-03-530-001 & 58-03-200-003 (Carriage Plaza), costs to include an appraisal, legal services, and other related expenses to be provided by the city’s legal counsel and a qualified appraisal firm yet to be determined, as selected by the city manager with the authority of the city council under Section 2-402(a)(2) of the city ordinances.

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

2015-2016 MID-YEAR BUDGET ADJUSTMENTS

Resolution No. 160111-09

(Carried)

Motion by Councilmember Shumaker
Second by Mayor Pro Tem Abrams

WHEREAS, Act 621 of P.A. 1978 provides for a uniform budgeting system for local units of government; and

WHEREAS, Act 275 of P.A. of 1980 further prohibits deficit spending by local units of government; and

WHEREAS, the City Council has reviewed the City's 2015 – 2016 Revenue and Expenditure Report through December 2015, and finds that it is not in deficit; however, certain department activity line items may be in deficit; and

WHEREAS, the City Council has received a Budget Amendment Summary and Revenue and Expenditure Reports reflecting proposed changes in budgeted items; and

WHEREAS, new budget amounts necessitate adjustments to the original adopted budget; and

WHEREAS, said supplemental documentation shows the new proposed revenue and expenditures by fund.

THEREFORE BE IT RESOLVED, the Swartz Creek City Council hereby authorizes and directs the city manager to make all necessary mid-year budget adjustment amendments to Fund 350 (City Hall Debt), Fund 866 (Weeds), and Fund 871 (Special Assessment Sewer), in accordance with the supplemental documentation (pages 148 to 152) attached.

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

NO: None. Motion Declared Carried.

RECREATION PASSPORT GRANT AGREEMENT

Resolution No. 160111-10

(Carried)

Motion by Councilmember Hicks
Second by Mayor Pro Tem Abrams

WHEREAS, the City of Swartz Creek owns operates and maintains a system of parks in the community, including grounds, facilities, and equipment; and

WHEREAS, at the recommendation of the Parks and Recreation Advisory Board, the City Council directed the city manager to apply for a Recreation Passport Grant to fund renovations and improvements at Elms Park; and

WHEREAS, city staff, with technical assistance from Rowe Professional Services Company, created a scope of work and grant applicant to the State of Michigan Department of Natural Resources for said grant; and

WHEREAS, the DNR approved the city's request in December of 2015; and

WHEREAS, the city desires to bid and construct said improvements as quickly as possible; and

WHEREAS, the city acknowledges that it must contribute matching funds to this project, in the form of cash, in-kind services, or donated labor.

THEREFORE BE IT RESOLVED, that the Swartz Creek City Council, of Swartz Creek Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and the City of Swartz Creek does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide Fifty-One Thousand Five Hundred Dollars (\$51,500), equating to 53% of the project, to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of the Resolution.

BE IT FURTHER RESOLVED, that the Swartz Creek City Council directs the city manager to engage the services of the city's pre-qualified engineer, Rowe Professional Services Company, to create bid specifications, conduct the bidding process, provide all required architectural, surveying, and engineering documentation, and oversee project construction for a price not to exceed \$12,500 as outlined in the grant agreement.

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

NO: None. Motion Declared Carried.

MEETING OPEN TO THE PUBLIC:

Dennis Cramer, 5299 Worchester, wants some information on how roads will be rebuilt if the 4.22 mils are passed, and also would like to know where our quality of our water lines at.

Tom Svrcek, Director of Public Service responded that we receive our water from the Detroit System, we test and are underneath the DEQ regulations on what we test for. Lead is tested every year results are at the front desk window. We are well within the EPA & DEQ limits. We have no known lead services. Quality of the main is a whole different thing, we have some severe problems with them and are looking at relining or replacing mains in the future.

Mayor David Krueger responded to the road issues. Tom Svrcek, Director of Public Service commented that when doing the roads the utilities should be done at the same time.

Tommy Butler, 40 Somerset does the street fund pay for the water lines that are replaced when the roads are redone. Mayor David Krueger responded the water fund pays for the water repairs not the street fund.

REMARKS BY COUNCILMEMBERS:

Councilmember Shumaker commented about grants for water mains with street program. He also suggested the ceremony for the Meijer donation be held at the Fine Arts. He also commented about some parade permits complaints he received. He wanted to make clear that the water is from Port Huron and comes through the Detroit system.

Councilmember Hicks also commented she had a couple of people asked about the sirens used during the Shop with a Hero event. People were concerned something was going on. She also responded that she thinks it's unfortunate that we have to spend \$20,000 in legal fees for the appraisals of taxes.

Councilmember Gilbert mentioned that the Shop with a Hero event was nice for the kids and he also had people ask him about all the sirens.

Councilmember Pinkston glad to see the nursing home project move along and thank Adam for all the work he put into it.

Councilmember Porath concurs with councilmember Pinkston's comments and too bad we can't put a hospital in. He agrees with councilmember Hicks on the money spent on the appraisals. He also wanted Adam don't ever forget to lose the pursuit on getting monies from Genesee County for our park systems.

Mayor Pro Tem Abrams commented about the Taco Bell sign was supposed to be a community sign. Adam Zettel, City Manager responded that he contacted them in regards of the community sign and that they should all be on it.

Councilmember Shumaker commented about the appeals list.

Mayor Krueger commented about the tax tribunal. He also wanted to wish everyone a Happy New Year.

Adjournment

Resolution No. 160111-11

(Carried)

Motion by Mayor Pro Tem Abrams
Second by Councilmember Shumaker

I Move the Swartz Creek City Council adjourn the regular meeting at 9:00 pm.

Unanimous Voice Vote.

David A. Krueger, Mayor

Juanita Aguilar, City Clerk



To: Swartz Creek City Council
From: Doug Stephens, Swartz Creek Kiwanis Club
Re: Art in the Park art fair at Elms Park

Please consider this request to waive the fee for the total use of Elms Park on Friday, August 26, and Saturday, August 27, 2016.

HISTORY: We held the art fair at the park in 2009, 2010, 2011, and 2012. The public responded well to those events with nearly 2000 people attending each year. In 2013 and 2014 we tried moving indoors to the Cage Field House, which did not draw well. In 2015 we returned to Elms Park and despite the drippy weather the event drew a nice crowd.

2016: This year we are partnering with the Swartz Creek Area Art Guild and the Women's Club. Generally speaking Kiwanis will provide six years of experience in conducting art fairs; the Art Guild will be responsible for recruiting artists; the Women's Club will provide artist refreshments and conduct a blind auction. This is a fundraiser for all three groups, and we anticipate a total net profit in excess of \$8000, which will all go back into the community. The Chamber of Commerce is also a loyal sponsor and helper.

BENEFIT TO SWARTZ CREEK: In the past the art fair has brought a sense of pride in the community in that it has created positive awareness of Swartz Creek from outside communities. It has also brought in funds to the community that is used to benefit the community rather than a commercial entity. Some of those funds went directly into supporting Elms Park.

KIWANIS: The Kiwanis Club of Swartz Creek has been serving the youth of the Swartz Creek area since 1955. For example, we have provided over \$75,000 worth of college scholarships in that time. Their total budget has been in excess of \$500,000, all of which has gone back into the community. They were instrumental in building Elms Park and the main pavilion. In 2009 they made structural repairs and installed a new roof on the main pavilion. They also provided funds and volunteer labor in the construction of the play scape, and in 2011 they refurbished it. Some of their members are involved in the annual maintenance of the park (brush clearing, tree trimming etc.). The club has budgeted \$1000 to the City this year to be used for park improvements.

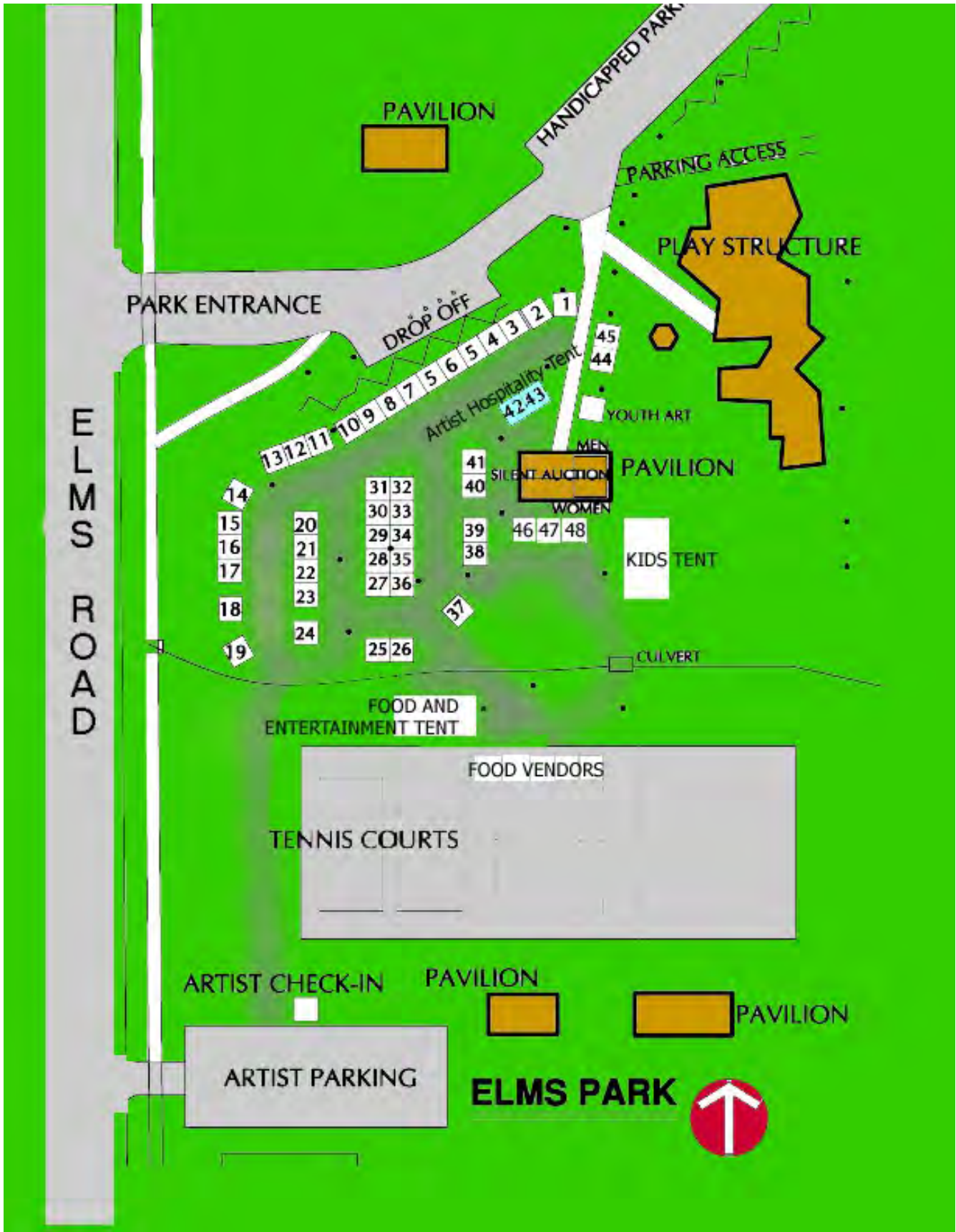
ART GUILD: Established in 2010, the Art Guild is dedicated to promoting interest in the visual arts through education and development of artistic activities in S.C. and surrounding areas. They partner with VSA of Michigan and Elmer Knoph Learning Center to provide art experiences and educational instruction for disabled youth and adults. They also sponsor an annual Student Exhibit at the Gallery for the S.C. High School Art Dept.

WOMEN'S CLUB: This group contributes many hours to Swartz Creek by planting and maintaining the flower pots in town and the entrance garden to the city buildings during the growing season. They have made financial contributions to the police and fire departments for the police dog, Cops in the Park, etc. They were also involved, physically and financially, in the repairs to the park pavilion in the downtown park, and the Veterans Memorial statues.

Your approval of this waiver would be greatly appreciated by these groups who are selflessly working hard to improve Swartz Creek, one dollar at a time.

Attached are images that represent how we intend to use the park. Questions can be addressed to Doug Stephens, dstephens@hsaa.com, Cell: 810 282 7641³⁴

January 25, 2016







ROWE PROFESSIONAL SERVICES COMPANY

Large Firm Resources. Personal Attention. sm

January 19, 2016

Mr. Adam Zettel, AICP
City Manager
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473

RE: Winston/Fairchild Improvements

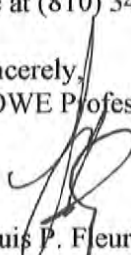
Dear Mr. Zettel:

Enclosed please find a copy of the bid comparison for the above referenced project. All bids opened and read at the bid opening on January 14, 2016 have been reviewed and audited. Kennedy Excavating was the low bidder with a bid amount of \$289,669.25.

ROWE Professional Services Company has worked satisfactorily with this contractor in the past; it is our recommendation to the City of Swartz Creek to award the Winston and Fairchild Improvements project to Kennedy Excavating.

If you have any questions, or need additional information regarding this matter, please feel free to contact me at (810) 341-7500.

Sincerely,
ROWE Professional Services Company


Louis P. Fleury, P.E.
Project Manager

Enclosure

R:\Projects\15C0125\Docs\recommendation ltr.docx

Bid Comparison

Contract ID: 15C0125
Description: Swartz Creek Pavement Repairs
Location: Swartz Creek, MI
Projects(s): 15C0125

Rank	Bidder	Total Bid	% Over Low	% Over Est.
0	ENGINEER'S ESTIMATE	\$243,417.50	-15.96%	0.00%
1	(06706) Kennedy Excavating, Inc.	\$289,669.25	0.00%	19.00%
2	(_6874) RBF Construction	\$310,027.00	7.02%	27.36%
3	(08046) L. A. Construction, Corp.	\$313,813.25	8.33%	28.91%
4	(_00002) Joe Raica Excavating Inc	\$318,045.00	9.79%	30.65%
5	(_3412000) C&H Construction Company, Inc.	\$358,057.50	23.60%	47.09%
6	(04558) Ron Bretz Excavating, Inc.	\$393,244.00	35.75%	61.55%

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

This Amended and Restated Labor Agreement is made this ____ day of _____, 2016, 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 _____, 2016 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:

Supervisors' Agreement 1 _____, 2016

UNIT I - City Clerk, 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 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.

*The City Clerk/Finance Director is a temporary title, hereby enabled to assist with the training and mentoring with the new City Clerk. The intent of the Employer and Association is to classify this position as the Finance Director, or otherwise distributed said duties of the Finance Director, in calendar year 2016.

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:</u>	N/A	N/A	N/A	\$44,000
<u>City Clerk/Finance Director:</u>	\$54,363	\$55,178	\$72,000	\$74,174
<u>Treasurer:</u>	\$47,713	\$48,429	\$56,000	\$57,691
<u>Dir of Public & Comm Services:</u>	\$56,749	\$57,600	\$58,752	\$60,515
<u>Asses – Zon Admin – Code Enf:</u>	N/A	N/A	N/A	N/A
<u>Chief of Police – Dir of Pub Safety:</u>	\$59,071	\$59,957	\$61,156	\$62,991
<u>Police Lieutenant:</u>	\$53,540	\$54,343	\$55,430	\$59,500

Supervisors' Agreement

4

_____, 2016

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.

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, City Clerk, and the Department of Public and Community Services Director may receive compensatory time off upon application to the City Manager. The City Manager may grant or deny such request at his/her discretion. Nothing contained herein relative to compensatory time off shall operate or be interpreted to create a vested right to compensatory time off or to accumulate or be paid for such time or overtime. In addition, the City Manager may grant flex or split shift allowances upon request, so long as such time falls within the same pay period.

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

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

SECTION NO. 8 - LONGEVITY PAY

Eliminated in October, 2004.

SECTION NO. 9 - VACATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION NO. 10 - HOLIDAY PROVISIONS

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

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

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

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

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

C). Absent Leave. All employees of the bargaining unit will be allowed to be absent from work up to ninety-six (96) hours during the calendar year. In consideration of the fact that positions in the bargaining unit, with the exception of the Police Lieutenant, are not entitled to overtime pay, the City Clerk-Finance Officer, Finance Director, Treasurer and Police Lieutenant shall receive an additional forty (40) hours of absent time, for a total of one-hundred thirty-six (136) hours. The Positions of City Clerk-Finance Officer, Finance Director, Treasurer and Police Lieutenant are not eligible for compensatory time. Such absent leave shall be earned at the rate of eight (8) hours leave per calendar month for the positions of Police Chief, City Clerk, 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 2nd payday in January of the next calendar year. Such payment shall be based on said employee's regular rate of pay in effect on the first day of the calendar year during which the unused absent leave was accrued. No unused absent leave may be carried over for use in a subsequent calendar year.

SECTION NO. 12 - LEAVES OF ABSENCE

A). Family and Medical Leave.

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

B). Personal Leave.

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

C). Military Leave for Veterans

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

SECTION NO. 13 - FUNERAL LEAVE

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

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

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

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

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

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

SECTION NO. 14 - RETIREMENT PROGRAM

A). Senior Members of Bargaining Unit.

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

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

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

B). Newly Hired Employees.

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

C). Current Employees Not Members of Bargaining Unit.

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

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

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

D). Defined Contribution Plan Vesting.

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

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

E). Defined Contribution Plan - Employee Voluntary Contribution.

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

SECTION NO. 15 - LIFE INSURANCE COVERAGE

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

SECTION NO. 16 - HOSPITALIZATION - MEDICAL COVERAGE

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

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

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

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

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

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

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

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

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

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

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

G). Retiring Employees (Current). For employees of this unit hired before April 7, 2014, not otherwise provided for in any prior or current agreement and 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 30th day of June, 2016.

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

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

(Signature Page to Follow)

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

CITY OF SWARTZ CREEK
A Michigan Municipal Corporation

**SWARTZ CREEK CITY SUPERVISORS
ASSOCIATION**

By _____
David A. Krueger, Mayor

By _____
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

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
REVISED: October 2015

FLSA: Exempt

DEPARTMENT: City Clerk

GENERAL STATEMENT OF DUTIES: Serves as Clerk to the City Council, all boards, commission and committees. Is responsible for the proper administration of elections and the voting process as set forth in the City Charter. Coordinates and directs the maintenance of city records, issuance of licenses. Performs duties related to payroll and human resources, customer service, grant administration and high level administrative support for boards, commission and committees. 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 or designee.

SUPERVISION EXERCISED: Supervises the administration of Elections and payroll process. As needed, or as directed by the City Manager, may provide general and technical direction and supervision to the Administrative Assistant Position's and part-time office staff.

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. The Clerk shall oversee, delegate, perform and administer all duties as set forth in the City Charter, including, but not limited to:

1. Serves as Clerk to the City Council, other boards and commissions. Prepares agendas, attends meetings, records and prepares official meeting minutes. Prepares and edits resolutions, proclamations, ordinances and other official documents.
2. Performs functions related to Human Resources, including insurances, workmen's compensation and other employee benefit coordination, performs payroll functions.
3. Serves as Election Administrator, administers elections consistent with federal, state and local laws. Publishes notices, issues absentee ballots and forwards required documentation to County, State and other organizations as required.
4. Prepare/post and publishes notices of public hearings, ordinances, and related matters.
5. Attends or oversees the attendance by a Deputy Clerk of meetings held by the City Council, prepares notes of the meeting and preparation of official minutes.
6. 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. Maintains official files according to established retention policies and disposal schedules.
7. Coordinate Council member and staff travel.
8. Maintain burial register for the City Cemetery.
9. Assist external auditors by providing needed data and by responding to inquiries in the course of an audit.
10. Attend job related training courses and seminars
11. Perform related duties as assigned.

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REQUIRED KNOWLEDGE, ABILITIES, AND SKILLS:

- Working knowledge of the principles and practices including human resources, workmen’s compensation and personnel administration and records management.
- Working knowledge of state election laws and procedures.
- Working knowledge of Qualified Voter System.
- Working knowledge of word processing, spreadsheet and database programs (Microsoft Word, Excel, Access, and BS&A applications).
- 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 in 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 time, hear verbal communications on the phone and in an office environment, read and manipulate written text.
- Knowledge of policies and procedures specific to the Clerk’s office and human resources administration practices strongly preferred.
- Ability to handle highly sensitive and confidential information with complete discretion.
- Ability to critically assess situations and solve problems, communicate effectively in normal or contentious situations, and work well under stress and within deadlines.
- Ability to establish and maintain effective working relationships with employees, supervisors, City officials, other professionals, and the general public.
- Ability to attend meetings outside of normal business hours and work very long hours during elections or as needed.

MINIMUM QUALIFICATIONS:

- A high school diploma (GED), along with a combination of education and experience substantially equivalent to an Associate’s Degree in Business Administration or closely related field. A Bachelorette Degree is desirable. Previous experience managing or supervising others is strongly preferred.
- Certification as a Municipal Clerk or the ability to complete certification within three years.
- Certification as an Election Official, or the ability to attain certification within a reasonable time period, as required by State of Michigan.
- Certification as a Notary Public or the ability to attain certification within a reasonable time.
- Three or more years of experience in a related setting, preferably including elections experience, previous experience managing or supervising others is strongly preferred.

Approved:

Adam Zettel, City Manager

Date

Tom Svrcek , Association President
Supervisors’ Agreement

Date
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_____, 2016

**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:

12. Preparation of agendas for City Council meetings.
13. Prepare and post notices of public hearings, ordinances, elections, and other municipal matters.
14. Attend or oversee the attendance by a Deputy Clerk of meetings of the City Council, notes of the meeting and preparation of official minutes.
15. 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.
16. Coordinate Council member travel for attendance at seminars, workshops and other meetings.
17. Supervise the registration of voters, maintain qualified voter files, and administer elections.
18. Publish election notices, issue absentee ballots and prepare final tabulations.
19. Maintain burial register for the City Cemetery.
20. Oversee the issuance of licenses and permits.
21. Administer the City's file system.
22. 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.

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23. Supervise the daily operation of cash receipts, bank deposits, bank reconciliation, account payable/receivable, financial reporting, and posting of funds.
24. Supervise utility billing and preparation of payroll.
25. Maintain an inventory of the city's, supplies, equipment, insurance records and claims.
26. Audit payroll records, withholding and employee benefit reports.
27. Administer the City's functional financial file system.
28. Maintain the City general ledger.
29. Maintain an inventory of the city's assets and liabilities.
30. Assist the City Manager in preparation, implementation of the City's annual capital and operating budget.
31. Monitor expenditures levels of all city departments for compliance with budgetary and management objectives.
32. Prepare annual comprehensive financial report and monthly financial statements.
33. Oversee the security and investment of city funds.
34. Review and report on programs and activities influencing the city's financial condition.
35. Prepare revenue forecasts for budget and management decisions.
36. Assist external auditors by providing needed data and by responding to inquiries in the course of an audit.
37. Direct purchasing for the city.
38. Coordinate the preparation of real and personal property rolls, special assessment rolls, jeopardy tax and assessment collections and administration.
39. Attend job related training courses and seminars, complete appropriate N.I.M.S. Training.
40. 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.

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- 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.

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- 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:

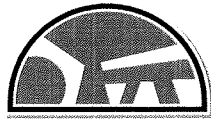
_____ Date

Paul Bueche, City Manager

Approved:

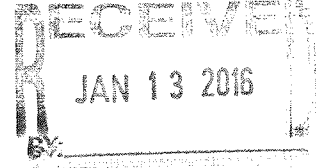
_____ Date

Rick Clolinger, Association President



ROWE PROFESSIONAL SERVICES COMPANY

Large Firm Resources. Personal Attention. sm



January 11, 2016

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

RE: 2016/2017 Biennial Bridge Inspections

Dear Mr. Zettel:

ROWE Professional Services Company is pleased to submit this proposal to the City of Swartz Creek for the inspection of your bridges. The Federal Highway Administration requires that all bridges within the city over 20 feet in length be inspected every 24 months. Our records show that ROWE Professional Services Company last inspected your bridges in 2014 and 2015.

To perform this inspection a Qualified Team Leader (QTL) will visit the bridge, update the structure inventory and analysis sheet for each bridge and submit it to the MIBRIDGE reporting system. After the inspection the QTL will make maintenance and repair recommendations if necessary.

ROWE is proposing to perform the 2016 and 2017 bridge inspections for a fee of \$400 per bridge for a total of \$800. Included in this fee are the bridge inspection and documentation.

We appreciate the opportunity to provide continued professional services to the City of Swartz Creek. If you are in agreement with this proposal, please sign in the space provided below and return a copy for our records. Do not hesitate to contact me at (810) 341-7500 if you should have any questions relative to the bridge inspections.

Sincerely,
ROWE Professional Services Company

Louis P. Fleury, PE
Project Manager

Having reviewed this proposal, including the attached statement of terms and conditions which is a part thereof, acceptance of this proposal is hereby confirmed. ROWE Professional Services Company is authorized to proceed with the work.

Accepted by: _____
Signature Date

Print Name and Title

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TERMS AND CONDITIONS

The Owner will designate a representative with the authority to provide direction, receive and review information, and make decisions regarding the project. Decisions and direction shall be provided in a timely manner, so as to not delay the project.

The Engineer will perform services in a timely manner, consistent with sound professional practice. The Engineer will strive to perform the services within the established schedule, if any. Services are considered to be complete when deliverables have been presented to the Owner.

The Owner will provide the Engineer with all available information pertinent to the site of the project and access to the project site.

The Engineer will assist the Owner in preparing applications and documents to secure approvals and permits. The Owner is responsible for payment of permit application fees and charges.

Services provided by the engineer shall be performed with the care and skill normally exercised by other members of the profession practicing under similar conditions.

The Owner shall promptly notify the Engineer of defects or suspected defects in the work.

The Engineer's opinions of construction costs will be based upon experience and historical information.

The Engineer will be responsible for the safety precautions and programs of its employees only.

If the Engineer is reviewing work by contractors or others on behalf of the Owner, the Engineer may only recommend to the Owner that work which does not conform to the project requirements be rejected.

Payment for work completed shall be made within thirty days of invoicing. Unless otherwise provided, invoices will be submitted monthly as the work progresses.

In the event additional work is needed because of a change in scope or unforeseen conditions, the Engineer will submit a proposal defining the modified scope of work and any modifications to the schedule and fee for the Owner's approval.

This agreement may be terminated by either party with fourteen days written notice; however, the Engineer shall be paid for work completed prior to the date of termination.

All documents prepared by the Engineer in completing this work are considered the Engineer's property as instruments of service and are not intended for re-use by the Owner or others.

The Engineer is an independent contractor, responsible to the Owner for the results of this undertaking and is not an employee or agent of the Owner.

The Owner agrees to limit ROWE Professional Services Company's total liability to the Owner and any contractors on the project to \$800 or the Engineer's fee, whichever is greater.

The Owner and Engineer each bind themselves and any partners, successors, and assigns of the other party to this agreement. Neither party will assign, sublet, or transfer their interest in this agreement without the consent of the other party.

The terms of this agreement shall be governed by the laws of the State of Michigan. In the event a provision of this agreement is rendered unlawful, the remaining terms and provisions shall remain in effect.

In performance of this work, the Engineer will comply with their policies regarding non-discrimination against employees on the basis of race, color, religion, national origin or ancestry, age or sex.

Terms and Conditions Agreed to:

Owner

ROWE Professional Services Company

FUNDRAISING SERVICES

PROPOSAL BETWEEN

KRISTOPHER JOHNS

and

CITY OF SWARTZ CREEK PARKS & RECREATION

January 20, 2016

Mr. Zettel,

Thank you for the opportunity to submit a proposal to Swartz Creek Parks & Recreation for fundraising services related to the Elms Road Park expansion.

SCOPE OF SERVICES

1. Act as project lead for the Elms Rd Park expansion
2. Raise a minimum of \$25,000 in cash and materials for the Elms Rd Park expansion
3. Develop and manage fundraising efforts
4. Create and maintain communication materials

DELIVERABLES

1. Create "ask" letter and coordinate supporting materials
2. Identify funding sources and potential donors
3. Create and maintain Facebook page and set-up online giving account

COMPENSATION

Compensation for services rendered will be as follows:

- Fixed fee of \$2,500
- Bonus equal to 10% of raised funds in excess of \$25,000
- Compensation to be payable upon completion of fundraiser

EXPENSES

Specific and reasonable expenses are to be covered by the city. Expenses include but not limited to costs related to advertising and postage. All expenses are to be approved by the City Manager.

CONTACT

Kristopher Johns
810-348-4437
hellokrisjohns@gmail.com

Finance Report - Budget Adjustments

Mid-year adjustments are being made in effort to reduce year end adjustments. Included in this council packet are the following funds **226 Garbage Fund, 248 Downtown Development Fund and 661 Motor Pool Fund**. For this group we are only dealing with adjustments for this current fiscal year due to the fact that some of the data that is needed to calculate revenues and expenses for next fiscal year is not yet available.

Fund 226

We are reclassifying the \$10,300 transfer out to City Hall Debt, based on the prior fiscal year end recommendation of our auditors. All future City Hall debt payments will be charged to general fund and will include reimbursements received from funds 226, 590 & 591. Final payment for City Hall debt will be in fiscal year 2021.

Based on actual expenses thru December 31, 2015 adjustments have been made to several line items resulting in the increase of expenditures by an additional \$15,135. The largest increase was due to street sweeping maintenance.

Fund 248

We are proposing to reduce the anticipated transfers out to general fund by \$10,000. These funds are going to be added to the contract service line of the Economic Development department to cover 50% of the estimated cost of demolishing the building at 5012 Holland Drive. The remainder of the cost for the demolition would come from the General Fund.

Fund 661

Revenues are projected to be about \$45,000 higher than the original budget. The increase is due to Equipment Rental Income being significantly higher from increased of Street Sweeping operations, sale of assets (vehicles & miscellaneous equipment) that brought in more revenue than anticipated and insurance monies for a damaged police vehicle.

Expenses for the motor pool have been adjusted based on the first six months of activity. Some of the funds earmarked for a police vehicle will be used to supply each police car with a printer, the estimated cost is about \$8,000. With the increase in anticipated revenue the Department of Public Works has added several items to be purchased during the current year. The department of Public Works will be purchasing a tractor (estimated cost \$12,000), will be replacing a utility vehicle (estimated cost \$20,000) and also repairs/maintenance of Public Service Garage (estimate cost of \$25,000). In addition the Street Sweeper is also going to be repaired at an estimated cost of \$12,000.

Below is a summary of the attached budget documentation we are providing

		CURRENT YEAR
226	Garbage Fund	Increase in Expenses mainly due to Street Sweeping Operations
248	Downtown Development Fund	No change in revenues - change in Expense and transfer of funds within line items
661	Motor Pool Fund	Increase in Revenues(estimated at 17%) - Increase in expenses

Below is a chart with Fund Balance as of June 30, 2015 and estimated fund balance for each of these funds as of June 30, 2016 with the proposed budget adjustments.

FUND		Fund Balance as of June 30, 2015	Revenues 2015-2016	Expenses 2015-2016	Estimated Fund Balance June 30, 2016
226	Garbage Fund	\$ 332,967.40	\$ 384,557.00	\$ 416,709.03	\$ 300,815.37
248	Downtown Development Fund	\$ 27,950.47	\$ 45,750.00	\$ 36,768.00	\$ 36,932.47
661	Motor Pool Fund	\$ 243,330.00	\$ 283,465.00	\$ 281,848.60	\$ 244,946.40

Fund 226 - GARBAGE FUND

CURRENT FISCAL YEAR ADJUSTMENTS

GL NUMBER		CURRENT BUDGET	PROPOSED BUDGET ADJUSTMENT 2015-2016	AMENDED BUDGET 2015-2016 1-25-2016
Revenues				
Dept 000.000-General				
226-000.000-402.000	Current Tax Revenue	381,000.00		381,000.00
226-000.000-412.000	Delinquent Tax Revenue	0.00	+ 85.00	85.00
226-000.000-445.000	Late Payment Interest Revenue	3,000.00		3,000.00
226-000.000-664.000	Interest Income	450.00		450.00
226-000.000-675.000	Misc.	0.00	+ 22.00	22.00
Total Dept 000.000-General		384,450.00		384,557.00
TOTAL Revenues		384,450.00		384,557.00
Expenditures				
Dept 000.000-General				
226-000.000-961.350	Other Expense-Debt Service	0.00	+ 10,300.00	10,300.00
Total Dept 000.000-General		0.00		10,300.00
Dept 101.000-Council				
226-101.000-702.000	Wages	2,873.00		2,873.00
226-101.000-704.100	FICA - Employer's Share	178.00		178.00
226-101.000-704.200	Medicare - Employer's Share	42.00		42.00
226-101.000-726.000	Supplies	100.00		100.00
226-101.000-801.000	Contractual Services	100.00		100.00
226-101.000-910.200	General Liability Insurance	1,205.00	- (266.73)	938.27
226-101.000-910.500	Workers Comp Insurance	30.00		30.00
226-101.000-960.000	Education and Training	1,150.00		1,150.00
226-101.000-961.000	Miscellaneous	60.00		60.00
Total Dept 101.000-Council		5,738.00		5,471.27
Dept 172.000-Executive				
226-172.000-702.000	Wages	4,650.00		4,650.00
226-172.000-704.100	FICA - Employer's Share	288.00		288.00
226-172.000-704.200	Medicare - Employer's Share	67.00		67.00
226-172.000-705.000	Medical Insurance - ER	954.00	- (150.00)	804.00
226-172.000-705.100	Vision Benefits	5.00	+ 2.00	7.00
226-172.000-705.200	Dental Benefits	80.00	+ 5.00	85.00
226-172.000-706.000	Life Insurance - ER cost	15.00	+ 2.00	17.00
226-172.000-707.000	Retirement Contributions-ER	326.00		326.00
226-172.000-708.000	Sick & Accident Premiums-ER	81.00		81.00

GL NUMBER		CURRENT BUDGET	PROPOSED BUDGET ADJUSTMENT 2015-2016	AMENDED BUDGET 2015-2016 1-25-2016
226-172.000-726.000	Supplies	50.00		50.00
226-172.000-745.000	Postage	40.00		40.00
226-172.000-801.000	Contractual Services	200.00		200.00
226-172.000-910.200	General Liability Insurance	1,231.00	- (230.74)	1,000.26
226-172.000-910.500	Workers Comp Insurance	100.00		100.00
226-172.000-940.000	Vehicle and Travel Expense	402.00		402.00
226-172.000-960.000	Education and Training	80.00		80.00
226-172.000-961.000	Miscellaneous	80.00		80.00
Total Dept 172.000-Executive		8,649.00		8,277.26
Dept 201.000-Finance,Budgeting,Accounting				
226-201.000-702.000	Wages	5,587.00		5,587.00
226-201.000-704.100	FICA - Employer's Share	346.00		346.00
226-201.000-704.200	Medicare - Employer's Share	81.00		81.00
226-201.000-705.000	Medical Insurance - ER	611.00		611.00
226-201.000-705.100	Vision Benefits	6.00	+ 2.00	8.00
226-201.000-705.200	Dental Benefits	71.00		71.00
226-201.000-706.000	Life Insurance - ER cost	21.00	+ 2.00	23.00
226-201.000-707.000	Retirement Contributions-ER	355.00		355.00
226-201.000-708.000	Sick & Accident Premiums-ER	98.00		98.00
226-201.000-726.000	Supplies	400.00		400.00
226-201.000-801.000	Contractual Services	3,250.00		3,250.00
226-201.000-805.000	Bank Fees	145.00		145.00
226-201.000-900.000	Printing and Publishing	20.00		20.00
226-201.000-960.000	Education and Training	140.00	+ 50.00	190.00
226-201.000-961.000	Miscellaneous	100.00		100.00
Total Dept 201.000-Finance,Budgeting,Accounting		11,231.00		11,285.00
Dept 215.000-Aministration and Clerk				
226-215.000-702.000	Wages	3,854.00		3,854.00
226-215.000-704.100	FICA - Employer's Share	239.00		239.00
226-215.000-704.200	Medicare - Employer's Share	56.00		56.00
226-215.000-705.000	Medical Insurance - ER	727.00	- (100.00)	627.00
226-215.000-705.100	Vision Benefits	4.00		4.00
226-215.000-705.200	Dental Benefits	51.00		51.00
226-215.000-706.000	Life Insurance - ER cost	14.00		14.00
226-215.000-707.000	Retirement Contributions-ER	254.00		254.00
226-215.000-708.000	Sick & Accident Premiums-ER	68.00		68.00
226-215.000-726.000	Supplies	400.00		400.00
226-215.000-745.000	Postage	440.00	+ 100.00	540.00
226-215.000-801.000	Contractual Services	242.00	+ 100.00	342.00
226-215.000-850.000	Communications	50.00		50.00

GL NUMBER		CURRENT BUDGET	PROPOSED BUDGET ADJUSTMENT 2015-2016	AMENDED BUDGET 2015-2016 1-25-2016
226-215.000-900.000	Printing and Publishing	200.00		200.00
226-215.000-960.000	Education and Training	200.00		200.00
226-215.000-961.000	Miscellaneous	100.00		100.00
Total Dept 215.000-Aministration and Clerk		6,899.00		6,999.00
Dept 228.000-Information Technology				
226-228.000-726.000	Supplies	175.00		175.00
226-228.000-801.000	Contractual Services	400.00	+ 850.00	1,250.00
226-228.000-976.000	Equipment	175.00		175.00
Total Dept 228.000-Information Technology		750.00		1,600.00
Dept 253.000-Treasurer				
226-253.000-702.000	Wages	5,628.00		5,628.00
226-253.000-704.100	FICA - Employer's Share	349.00		349.00
226-253.000-704.200	Medicare - Employer's Share	82.00		82.00
226-253.000-705.000	Medical Insurance - ER	1,753.00	- (150.00)	1,603.00
226-253.000-705.100	Vision Benefits	9.00	+ 5.00	14.00
226-253.000-705.200	Dental Benefits	120.00		120.00
226-253.000-706.000	Life Insurance - ER cost	22.00	+ 5.00	27.00
226-253.000-707.000	Retirement Contributions-ER	318.00		318.00
226-253.000-708.000	Sick & Accident Premiums-ER	91.00		91.00
226-253.000-726.000	Supplies	12.00		12.00
226-253.000-745.000	Postage	180.00		180.00
226-253.000-801.000	Contractual Services	100.00		100.00
226-253.000-900.000	Printing and Publishing	8.00		8.00
226-253.000-910.300	Insurance and Bonds	10.00	+ 15.00	25.00
226-253.000-940.000	Vehicle and Travel Expense	12.00		12.00
226-253.000-960.000	Education and Training	80.00		80.00
226-253.000-961.000	Miscellaneous	10.00		10.00
Total Dept 253.000-Treasurer		8,784.00		8,659.00
Dept 257.000-Assessor				
226-257.000-899.000	MTT Appeals and Payments	4,000.00		4,000.00
Total Dept 257.000-Assessor		4,000.00		4,000.00
Dept 528.000-Sanitation Collection				
226-528.000-702.000	Wages	4,875.00	+ 2,300.00	7,175.00
226-528.000-704.100	FICA - Employer's Share	305.00	+ 143.00	448.00
226-528.000-704.200	Medicare - Employer's Share	71.00	+ 34.00	105.00
226-528.000-705.000	Medical Insurance - ER	1,835.00		1,835.00
226-528.000-705.100	Vision Benefits	7.00	+ 1.20	8.20
226-528.000-705.200	Dental Benefits	98.00	+ 11.00	109.00

GL NUMBER		CURRENT BUDGET	PROPOSED BUDGET ADJUSTMENT 2015-2016	AMENDED BUDGET 2015-2016 1-25-2016
226-528.000-706.000	Life Insurance - ER cost	16.00		16.00
226-528.000-707.000	Retirement Contributions-ER	591.00	+ 150.00	741.00
226-528.000-708.000	Sick & Accident Premiums-ER	85.00	+ 30.00	115.00
226-528.000-726.000	Supplies	250.00		250.00
226-528.000-801.000	Contractual Services	255,000.00		255,000.00
226-528.000-801.701	Landfill fees	1,000.00		1,000.00
226-528.000-930.000	Repairs and Maintenance	500.00		500.00
226-528.000-941.000	Equipment Rental	5,500.00	+ 10,000.00	15,500.00
Total Dept 528.000-Sanitation Collection		270,133.00		282,802.20
Dept 529.000-Hazardous Waste Pickup				
226-529.000-726.000	Supplies	200.00		200.00
226-529.000-801.000	Contractual Services	750.00		750.00
226-529.000-941.000	Equipment Rental	100.00		100.00
226-529.000-960.000	Education and Training	120.00		120.00
Total Dept 529.000-Hazardous Waste Pickup		1,170.00		1,170.00
Dept 530.000-Wood Chipping				
226-530.000-702.000	Wages	22,081.00	- (3,500.00)	18,581.00
226-530.000-704.100	FICA - Employer's Share	1,369.00	- (217.00)	1,152.00
226-530.000-704.200	Medicare - Employer's Share	320.00	- (51.00)	269.00
226-530.000-705.000	Medical Insurance - ER	5,772.00	- (1,500.00)	4,272.00
226-530.000-705.100	Vision Benefits	28.00	+ 1.00	29.00
226-530.000-705.200	Dental Benefits	299.00	+ 100.00	399.00
226-530.000-706.000	Life Insurance - ER cost	50.00		50.00
226-530.000-707.000	Retirement Contributions-ER	2,272.00	+ 2,112.00	4,384.00
226-530.000-708.000	Sick & Accident Premiums-ER	322.00		322.00
226-530.000-726.000	Supplies	1,000.00		1,000.00
226-530.000-801.000	Contractual Services	4,000.00		4,000.00
226-530.000-910.500	Workers Comp Insurance	0.00	+ 1,635.33	1,635.33
226-530.000-930.000	Repairs and Maintenance	4,000.00		4,000.00
226-530.000-941.000	Equipment Rental	10,800.00	+ 1,800.00	12,600.00
Total Dept 530.000-Wood Chipping		52,313.00		52,693.33
Dept 782.000-Facilities - Winshall Park				
226-782.000-702.000	Wages	4,522.00		4,522.00
226-782.000-704.100	FICA - Employer's Share	280.00		280.00
226-782.000-704.200	Medicare - Employer's Share	66.00		66.00
226-782.000-705.000	Medical Insurance - ER	1,304.00	- (450.00)	854.00
226-782.000-705.100	Vision Benefits	9.00		9.00
226-782.000-705.200	Dental Benefits	124.00		124.00
226-782.000-706.000	Life Insurance - ER cost	11.00		11.00

GL NUMBER		CURRENT BUDGET	PROPOSED BUDGET ADJUSTMENT 2015-2016	AMENDED BUDGET 2015-2016 1-25-2016
226-782.000-707.000	Retirement Contributions-ER	691.00		691.00
226-782.000-708.000	Sick & Accident Premiums-ER	79.00		79.00
226-782.000-941.000	Equipment Rental	800.00	+ 400.00	1,200.00
Total Dept 782.000-Facilities - Winshall Park		7,886.00		7,836.00
Dept 783.000-Facilities - Elms Rd Park				
226-783.000-702.000	Wages	4,088.00	+ 1,640.00	5,728.00
226-783.000-704.100	FICA - Employer's Share	253.00	+ 102.00	355.00
226-783.000-704.200	Medicare - Employer's Share	59.00	+ 24.00	83.00
226-783.000-705.000	Medical Insurance - ER	1,280.00	- (450.00)	830.00
226-783.000-705.100	Vision Benefits	8.00	+ 0.50	8.50
226-783.000-705.200	Dental Benefits	108.00	+ 55.00	163.00
226-783.000-706.000	Life Insurance - ER cost	10.00	+ 2.50	12.50
226-783.000-707.000	Retirement Contributions-ER	669.00		669.00
226-783.000-708.000	Sick & Accident Premiums-ER	72.00	+ 20.00	92.00
226-783.000-941.000	Equipment Rental	1,000.00	+ 615.00	1,615.00
Total Dept 783.000-Facilities - Elms Rd Park		7,547.00		9,556.00
Dept 793.000-Facilities - New City Hall				
226-793.000-702.000	Wages	1,507.00		1,507.00
226-793.000-704.100	FICA - Employer's Share	93.00		93.00
226-793.000-704.200	Medicare - Employer's Share	22.00		22.00
226-793.000-705.000	Medical Insurance - ER	435.00	- (300.00)	135.00
226-793.000-705.100	Vision Benefits	3.00		3.00
226-793.000-705.200	Dental Benefits	41.00	- (5.00)	36.00
226-793.000-706.000	Life Insurance - ER cost	4.00		4.00
226-793.000-707.000	Retirement Contributions-ER	230.00		230.00
226-793.000-708.000	Sick & Accident Premiums-ER	26.00		26.00
226-793.000-726.000	Supplies	56.00	+ 120.00	176.00
226-793.000-726.500	Supplies - Mats	75.00		75.00
226-793.000-801.000	Contractual Services	100.00		100.00
226-793.000-850.000	Communications	400.00		400.00
226-793.000-910.100	Property Insurance	170.00	- (22.03)	147.97
226-793.000-910.500	Workers Comp Insurance	55.00		55.00
226-793.000-920.000	Utilities	1,500.00		1,500.00
226-793.000-930.000	Repairs and Maintenance	850.00		850.00
226-793.000-941.000	Equipment Rental	300.00	+ 200.00	500.00
226-793.000-961.000	Miscellaneous	200.00		200.00
Total Dept 793.000-Facilities - New City Hall		6,067.00		6,059.97
Dept 965.000-Transfers Out				
226-965.000-998.350	Transfer Out to City Hall Debt	10,300.00	- (10,300.00)	0.00

GL NUMBER	CURRENT BUDGET	PROPOSED BUDGET ADJUSTMENT 2015-2016	AMENDED BUDGET 2015-2016 1-25-2016
Total Dept 965.000-Transfers Out	10,300.00		0.00
TOTAL Expenditures	401,467.00		416,709.03
Fund 226 - Garbage Fund:			
TOTAL REVENUES	384,450.00		384,557.00
TOTAL EXPENDITURES	401,467.00		416,709.03
NET OF REVENUES & EXPENDITURES	(17,017.00)		(32,152.03)

FUND 248 - DOWNTOWN DEVELOPMENT FUND

CURRENT FISCAL YEAR ADJUSTMENTS

GL NUMBER	CURRENT BUDGET	PROPOSED BUDGET ADJUSTMENT 2015-2016	AMENDED BUDGET 2015-2016 1-25-2016
Fund 248 - Downtown Development Fund			
Revenues			
Dept 000.000-General			
248-000.000- Current Tax Revenue	44,530.00		44,530.00
248-000.000- Interest Income	20.00		20.00
Total Dept 000.000-General	44,550.00		44,550.00
Dept 728.004-Family Movie Night			
248-728.004- Grants from Private Entit	1,200.00		1,200.00
Total Dept 728.004-Family Movie Nigh	1,200.00		1,200.00
TOTAL Revenues	45,750.00		45,750.00
Expenditures			
Dept 173.000-DDA Administration			
248-173.000- Supplies	100.00		100.00
248-173.000- Postage	60.00	+ 50.00	110.00
248-173.000- Bank Fees	20.00		20.00
248-173.000- Admin Services	2,500.00		2,500.00
248-173.000- Education and Training	250.00		250.00
248-173.000- Miscellaneous	100.00		100.00
Total Dept 173.000-DDA Administratio	3,030.00		3,080.00
Dept 728.000-Economic Development			
248-728.000- Contractual Services	8,000.00	+ 10,000.00	18,000.00
248-728.000- Miscellaneous	500.00		500.00
Total Dept 728.000-Economic Developi	8,500.00		18,500.00
Dept 728.004-Family Movie Night			
248-728.004- Supplies	250.00		250.00
248-728.004- Contractual Services	3,200.00		3,200.00
248-728.004- Printing and Publishing	500.00		500.00
Total Dept 728.004-Family Movie Nigh	3,950.00		3,950.00
Dept 965.000-Transfers Out			
248-965.000- Transfer Out to Gen Fd	21,238.00	(10,000.00)	11,238.00

GL NUMBER	CURRENT BUDGET	PROPOSED BUDGET ADJUSTMENT 2015-2016	AMENDED BUDGET 2015-2016 1-25-2016
Total Dept 965.000-Transfers Out	21,238.00		11,238.00
TOTAL Expenditures	36,718.00		36,768.00
Fund 248 - Downtown Development Fund:			
TOTAL REVENUES	45,750.00		45,750.00
TOTAL EXPENDITURES	36,718.00		36,768.00
NET OF REVENUES & EXPENDITURES	9,032.00		8,982.00

Fund 661 - MOTOR POOL FUND

CURRENT FISCAL YEAR ADJUSTMENTS

Fund 661 - Motor Pool Fund		CURRENT BUDGET	PROPOSED BUDGET ADJUSTMENT 2015-2016	AMENDED BUDGET 2015-2016 1-25-2016
Revenues				
Dept 000.000-General				
661-000.000-664.000	Interest Income	170.00		170.00
661-000.000-667.000	Equipment Rental Income	235,450.00	+ 28,000.00	263,450.00
661-000.000-673.000	Sale of Assets	2,500.00	+ 12,700.00	15,200.00
661-000.000-675.000	Misc.	0.00	+ 650.00	650.00
Total Dept 000.000-General		238,120.00		279,470.00
Dept 301.000-Police Dept				
661-301.000-696.000	BOND OR INSURANCE RECOVERIES	0.00	+ 3,995.00	3,995.00
Total Dept 301.000-Police Dept		0.00		3,995.00
TOTAL Revenues		238,120.00		283,465.00
Expenditures				
Dept 172.000-Executive				
661-172.000-910.100	Property Insurance	11,095.00	- (2,240.00)	8,855.00
Total Dept 172.000-Executive		11,095.00		8,855.00
Dept 201.000-Finance,Budgeting,Accounting				
661-201.000-702.000	Wages	6,472.00		6,472.00
661-201.000-704.100	FICA - Employer's Share	401.00		401.00
661-201.000-704.200	Medicare - Employer's Share	94.00		94.00
661-201.000-705.000	Medical Insurance - ER	1,031.00	- (312.40)	718.60
661-201.000-705.100	Vision Benefits	7.00		7.00
661-201.000-705.200	Dental Benefits	97.00		97.00
661-201.000-706.000	Life Insurance - ER cost	22.00		22.00
661-201.000-707.000	Retirement Contributions-ER	377.00		377.00
661-201.000-708.000	Sick & Accident Premiums-ER	105.00		105.00
Total Dept 201.000-Finance,Budgeting,Accounting		8,606.00		8,293.60
Dept 228.000-Information Technology				
661-228.000-726.000	Supplies	175.00		175.00
661-228.000-801.000	Contractual Services	250.00	+ 200.00	450.00
661-228.000-976.000	Equipment	175.00		175.00
Total Dept 228.000-Information Technology		600.00		800.00
Dept 301.000-Police Dept				

Fund 661 - Motor Pool Fund

		CURRENT BUDGET	PROPOSED BUDGET ADJUSTMENT 2015-2016	AMENDED BUDGET 2015-2016 1-25-2016
Revenues				
661-301.000-750.000	Equip - NonDepreciable	0.00	+ 26.00	26.00
661-301.000-920.500	Utilities - Fuel	26,000.00	- (4,000.00)	22,000.00
661-301.000-930.000	Repairs and Maintenance	15,000.00		15,000.00
661-301.000-968.000	Depreciation Expense	22,000.00		22,000.00
661-301.000-976.000	Equipment	31,000.00	- (19,000.00)	12,000.00
Total Dept 301.000-Police Dept		94,000.00		71,026.00
Dept 303.000-Public Safety - Schools				
661-303.000-750.000	Equip - NonDepreciable	500.00		500.00
661-303.000-920.500	Utilities - Fuel	500.00		500.00
661-303.000-930.000	Repairs and Maintenance	500.00		500.00
661-303.000-976.000	Equipment		+ 2,000.00	2,000.00
Total Dept 303.000-Public Safety - Schools		1,500.00		3,500.00
Dept 304.000-Canine Program				
661-304.000-920.500	Utilities - Fuel	0.00	+ 750.00	750.00
661-304.000-930.000	Repairs and Maintenance	500.00	+ 100.00	600.00
661-304.000-976.000	Equipment	1,000.00		1,000.00
Total Dept 304.000-Canine Program		1,500.00		2,350.00
Dept 795.000-Facilities - City Garage				
661-795.000-702.000	Wages	9,055.00	+ 4,500.00	13,555.00
661-795.000-704.100	FICA - Employer's Share	561.00	+ 279.00	840.00
661-795.000-704.200	Medicare - Employer's Share	131.00	+ 66.00	197.00
661-795.000-705.000	Medical Insurance - ER	2,153.00	+ 500.00	2,653.00
661-795.000-705.100	Vision Benefits	15.00	+ 5.00	20.00
661-795.000-705.200	Dental Benefits	183.00	+ 77.00	260.00
661-795.000-706.000	Life Insurance - ER cost	22.00	+ 5.00	27.00
661-795.000-707.000	Retirement Contributions-ER	969.00	+ 680.00	1,649.00
661-795.000-708.000	Sick & Accident Premiums-ER	143.00	+ 20.00	163.00
661-795.000-726.000	Supplies	4,000.00	+ 2,000.00	6,000.00
661-795.000-801.000	Contractual Services	150.00	+ 300.00	450.00
661-795.000-910.100	Property Insurance	980.00	- (120.00)	860.00
661-795.000-910.500	Workers Comp Insurance	350.00	0.00	350.00
661-795.000-920.000	Utilities	7,500.00	+ 3,500.00	11,000.00
661-795.000-920.500	Utilities - Fuel	15,000.00	0.00	15,000.00
661-795.000-930.000	Repairs and Maintenance	30,000.00	+ 37,000.00	67,000.00
661-795.000-968.000	Depreciation Expense	8,500.00	+ 3,500.00	12,000.00
661-795.000-976.000	Equipment	35,000.00	+ 20,000.00	55,000.00
Total Dept 795.000-Facilities - City Garage		114,712.00		187,024.00
TOTAL Expenditures		232,013.00		281,848.60

Fund 661 - Motor Pool Fund

Revenues

Fund 661 - Motor Pool Fund:

TOTAL REVENUES

TOTAL EXPENDITURES

NET OF REVENUES & EXPENDITURES

CURRENT BUDGET	PROPOSED BUDGET ADJUSTMENT 2015-2016	AMENDED BUDGET 2015-2016 1-25-2016
238,120.00		283,465.00
232,013.00		281,848.60
6,107.00		1,616.40

December 2015 Flint Area Narcotics Group Report

On 12-1-15, FANG officers responded to a request for assistance from Mt. Morris Twp. P.D. reference a one pot meth lab found by officers in a residence. Clandestine Lab trained FANG members responded to the address, assumed the investigation, dismantled the lab, made the components safe and transported the hazardous materials to the MSP methamphetamine hazardous material storage container in Bridgeport. Two subjects were lodged in the Genesee County Jail.

On 12-2-15, FANG officers conducted a controlled purchase of crack cocaine from a suspect in the city of Flint. The investigation is on-going.

On 12-1-15, FANG officers were requested to assist the MSP Fire Marshall and MSP Troopers at the scene of a fire at a medical marijuana dispensary in Thetford Twp. FANG officers obtained a search warrant for the business. The business was operating outside the parameters of the Medical Marijuana Act. This led officers to obtaining and executing search warrants over the course of the next two days at 5 other locations (residence and homes converted to marijuana grows) in the city of Flint, Davison Twp., Genesee Twp. and 2 other locations in Thetford Twp. Officers seized approx. 40 lbs of processed marijuana, 438 marijuana plants, a large amount of marijuana edible candies and THC oil. Forfeiture proceedings were initiated on \$14,721.00. The investigation is on-going.

On 12-7-15, FANG officers responded to a request for assistance from MSP Troopers reference a one pot meth lab found in a residence in the city of Flint. Clandestine Lab trained FANG members responded to the address, completed a search of the residence, dismantled the lab, made the components safe and transported the hazardous materials to the MSP methamphetamine hazardous materials storage container in Bridgeport. During a search of the residence 2 handguns (1 reported stolen) were found in the residence. Offices completed a methamphetamine assessment for prosecution.

On 12-8-15, FANG officers responded to request for assistance from Flint Twp. P.D. reference a methamphetamine dump site located in Flint Twp. Clandestine trained FANG officers responded to the scene, made the methamphetamine components safe and transported the hazardous materials to the MSP methamphetamine hazardous materials storage container in Bridgeport. No suspects.

On 12-9-15 and 12-10-15, FANG officers conducted controlled purchases of crack cocaine and heroin from a suspect in an apartment in Davison Twp. As a result of these buys officers obtained and executed a search warrant at the residence on 12-10-15. Officers seized crack cocaine, heroin, marijuana, and a semi-auto pistol. One subject was arrested and lodged at the county jail.

On 12-9-15, FANG officers assisted the Michigan Department of Corrections with the arrest of two parole absconders that had been staying in a motel in the city of Flint. The subjects were located in the motel room, arrested without incident and TOT the Michigan Department of Corrections.

On 12-9-15, FANG officers were conducting surveillance on a house while waiting for a search warrant for same. Officers observed a vehicle leave the residence and travel to an apartment complex. Officers made contact with the subject. He did not have a driver's license and provided a name which showed a felony warrant (his brother). The subject then provided his real name and had a warrant for his arrest for circuit court probation violation. The subject was lodged at the Genesee County Jail. During a strip search at the jail he was found to have a small amount of heroin hidden in his stomach navel.

On 12-9-15, FANG officers executed a search warrant on a house in the north end of Flint. Officers seized approximately 1.2 grams of "crack" cocaine, 1 stolen handgun, 1 SKS rifle, and another small handgun from the house. The suspect was also a convicted Felon. Forfeiture was initiated on \$695.00. Federal prosecution will be sought on the suspect. The suspect was lodged in the Flint City lock up.

On 12-10-15, FANG officers were conducting surveillance on an apartment complex in the City of Flint. Officers observed what appeared to be a drug transaction and both vehicles involved exited the lot. FANG officers continued surveillance on one of the vehicles involved until a marked unit was able to make a traffic stop. Officers made contact with 3 occupants of the vehicle. One of the occupants was arrested on several outstanding warrants. No drugs were located in the vehicle or on the occupants. The male suspect was lodged in the Flint City lockup.

On 12-10-15, FANG officers executed a search warrant on an apartment in Davison Township. Officers seized approximately 1.6 grams of crack, .4 grams of heroin, 8.1 grams of marijuana and a handgun. Forfeiture was initiated on \$290.00. The male and female residents were both lodged in the Genesee County Jail.

On 12-13-15, Clandestine Lab trained FANG members responded to a house in the City of Flint to assist Flint PD on a suspected methamphetamine lab dumpsite. FANG Officers were directed to the side of an abandoned house where several meth components and trash were located. Officers made the components safe and transported the hazardous materials to the MSP methamphetamine hazardous material storage container in Bridgeport.

On 12-14-15, FANG officers received information on the location of a known drug user and wanted fugitive. Officers went to a house on the west side of Flint and entered the home after observing the suspect inside. The male was arrested and found to be in possession of approximately .4 grams of methamphetamine. He was lodged in the Genesee County Jail.

On 12-15-15, FANG officers conducted a controlled purchase of "crack" cocaine using a Confidential Informant (CI). Officers surveilled the CI from a meet location to a house on the east side of Flint. The CI entered the home and purchased "crack" cocaine from a male subject inside. Information was gathered on the house and the male suspect. The investigation is still on going.

On 12-15-15, FANG officers executed a search warrant with the assistance of the MSP ES team. The ES team secured (6) subjects inside the house and FANG officers later searched the home. Officers seized approximately 27.8 grams of crack cocaine, (3) stolen handguns, (2) registered handguns and (1) SKS style rifle. Forfeiture was initiated \$5427.00. All six (6) subjects were lodged in the Flint City lock up. The investigation is still on going.

On 12-15-15, FANG officers conducted a controlled purchase of Heroin using a Confidential Informant (CI). Officers surveilled the CI from a meet location to a house on the south side of Flint. The CI entered the home and purchased Heroin from a male subject inside. Information was gathered on the house and the male suspect. The investigation is still on going.

On 12-16-15, FANG officers executed a search warrant on the south side of Flint. The main suspect was not at the house at the time of the search warrant, and no property was seized. The homeowner was lodged for maintaining a drug house, and the investigation is still on going.

On 12-16-15, FANG officers went to a house in the City of Flint after receiving information from a Confidential Informant on the whereabouts of a Fugitive. The male subject was located and arrested on multiple Felony warrants from Burton Police Department. The suspect was lodged in the Flint City lock up.

On 12-17-15, FANG officers executed a search warrant at a house on the east side of Flint. Officers seized approximately 579 grams of Marijuana, 37.1 grams of "crack", and 2.9 grams of Heroin. Forfeiture was initiated on \$803.00. The male resident was lodged in the Flint City lock up on new drug charges. Another male subject was also lodged in Flint City lock up on outstanding warrants.

On 12-23-15, FANG officers executed search warrants at a house in Mt. Morris Township and another in the City of Flint. The two houses were related to a known drug dealer in the county. Officers seized 1 pound of Marijuana, (1) stolen handgun, an AR rifle and a hydraulic press. The male suspect and a female were both lodged in the Genesee County Jail. The investigation is still on going.

On 12-24-15, Clandestine Lab trained FANG members responded to a house in the City of Burton to assist Burton PD on a suspected methamphetamine lab dumpsite. FANG Officers were directed to the inside of an abandoned house where several meth components and trash were located. Officers made the components safe and transported the hazardous materials to the MSP methamphetamine hazardous material storage container in Bridgeport.

On 12-25-15, clandestine trained FANG members responded to a restaurant parking lot in the City of Burton to assist Burton PD on a suspected mobile methamphetamine lab. FANG Officers were directed to a vehicle parked in the lot where several meth components and trash were located. Officers made the components safe and transported the hazardous materials to the MSP methamphetamine hazardous material storage container in Bridgeport. A suspect was lodged in the Genesee County Jail on new charges.

Below is a brief total of activity for the year 2015:

401 Complaints investigated

218 persons arrested

60 Firearms Seized

99 Search Warrants/Knock & Talks served

\$231,536.00 Cash seized for the year

Value of Drugs seized: \$3,105,440.00

Overall 2015 was a very busy year for the FANG section. We moved into our new office in February and the officers didn't miss a beat or slow down all year. Our officers continue to work very hard to help make our communities safer and better for all of the citizens of Genesee County!.

Thanks again for all of your continued support! It is appreciated by the entire FANG staff!

Pat

D/F/Lt. Patrick Richard
Section Commander-Flint Area Narcotics Group
Third District Headquarters
Michigan State Police
Mailing Address:
F.A.N.G.
PO Box 614
Grand Blanc, Mi 48480
Office: 810-233-3689
Cell: 616-260-8583
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richardp@michigan.gov

“A PROUD tradition of SERVICE through EXCELLENCE, INTEGRITY, and COURTESY



ROWE PROFESSIONAL SERVICES COMPANY

Large Firm Resources. Personal Attention.™

January 19, 2016

Mr. Adam Zettel, AICP
City Manager
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473

RE: Engineering Proposal
Parkridge/Yarmy – Re-Bid

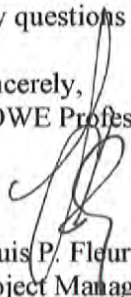
Dear Mr. Zettel:

Pursuant to your request, ROWE Professional Services Company is pleased to provide the City of Swartz Creek with an engineering proposal for re-bidding the Parkridge and Yarmy Street improvement project.

Our fee for providing engineering services is **\$1,483** and will include the revision of contract documents, and assistance throughout the bidding process (see cost breakdown attached).

Thank you for the opportunity to provide the City of Swartz Creek with this proposal, should you have any questions please feel free to contact me.

Sincerely,
ROWE Professional Services Company


Louis P. Fleury, P.E.
Project Manager

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**CITY OF SWARTZ CREEK
YARMY/PARKRIDGE PAVING PROJECT
COST BREAKDOWN**

I. CONTRACT DOCUMENTS

- Update paving specifications for conventional asphalt (versus ground tire rubber)
- Revise plans and project quantities to include ultra-thin asphalt over Parkridge and Cul-De Sac streets (original contract specified cape seal over these streets) **\$893**

II. BIDDING PROCESS

- Advertise for construction
- Distribute plans to bidders
- Answer questions during bidding and issue addendums if necessary
- Bid Opening
- Bid Tabulation..... **\$590**

ENGINEERING TOTAL..... \$1,483

TERMS AND CONDITIONS

The Owner will designate a representative with the authority to provide direction, receive and review information, and make decisions regarding the project. Decisions and direction shall be provided in a timely manner, so as to not delay the project.

The Engineer will perform services in a timely manner, consistent with sound professional practice. The Engineer will strive to perform the services within the established schedule, if any. Services are considered to be complete when deliverables have been presented to the Owner.

The Owner will provide the Engineer with all available information pertinent to the site of the project and access to the project site.

The Engineer will assist the Owner in preparing applications and documents to secure approvals and permits. The Owner is responsible for payment of permit application fees and charges.

Services provided by the engineer shall be performed with the care and skill normally exercised by other members of the profession practicing under similar conditions.

The Owner shall promptly notify the Engineer of defects or suspected defects in the work.

The Engineer's opinions of construction costs will be based upon experience and historical information.

The Engineer will be responsible for the safety precautions and programs of its employees only.

If the Engineer is reviewing work by contractors or others on behalf of the Owner, the Engineer may only recommend to the Owner that work which does not conform to the project requirements be rejected.

Payment for work completed shall be made within thirty days of invoicing. Unless otherwise provided, invoices will be submitted monthly as the work progresses.

In the event additional work is needed because of a change in scope or unforeseen conditions, the Engineer will submit a proposal defining the modified scope of work and any modifications to the schedule and fee for the Owner's approval.

This agreement may be terminated by either party with fourteen days written notice; however, the Engineer shall be paid for work completed prior to the date of termination.

The Engineer is an independent contractor, responsible to the Owner for the results of this undertaking and is not an employee or agent of the Owner.

The Owner agrees to limit ROWE Professional Services Company's total liability to the Owner and any contractors on the project to \$1,483 or the Engineer's fee, whichever is greater.

The Owner and Engineer each bind themselves and any partners, successors, and assigns of the other party to this agreement. Neither party will assign, sublet, or transfer their interest in this agreement without the consent of the other party.

The terms of this agreement shall be governed by the laws of the State of Michigan. In the event a provision of this agreement is rendered unlawful, the remaining terms and provisions shall remain in effect.

In performance of this work, the Engineer will comply with their policies regarding non-discrimination against employees on the basis of race, color, religion, national origin or ancestry, age or sex.

Terms and Conditions Agreed to:

Owner

ROWE Professional Services Company

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
STREET PROJECT REVIEW COMMITTEE
MINUTES OF JANUARY 15, 2016**

Meeting called to order at 10:01 a.m.

Members Present: Dennis Pinkston, David Krueger, Curt Porath, Adam Zettel, Lou Fluery

Members Absent: None

Others Present: Tom Svrcek,

Discussion: The committee affirmed that the amount of the levy and the existing 20 year plan are already established and need not be further deliberated. It was noted that the focus of the meeting would be the establishment of the first year repair objectives and a public information strategy.

Mr. Fluery handed out a paving program suggestion that includes the preservation work on Yarmy and in Parkridge that was included last year. It was noted that Worchester was removed because a federal grant in the amount of about \$137,000 is tentatively awarded for a section of Worchester, though for a future year, yet to be determined.

In lieu of Worchester, he recommended the city move forward with the intersection work that was bid out separately and some preventative maintenance on Elms and Morrish. The plan was discussed and ultimately agreed to as follows:

Yarmy:	\$200,000
Parkridge:	\$100,000
Elms:	\$48,000
Morrish:	\$130,000
Intersection Paving:	\$150,000
Total	\$628,000

The committee then discussion information dissemination. It was felt that last year's materials were adequate. However, they would need to be updated, and a one page FAQ should be included as well.

It was decided that the recommendation would be given to the city council on January 25, 2016. If accepted, the committee would meet again to finalize information dissemination.

Adjourned at 10:50 a.m.