

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday, June 24, 2019, 7:00 P.M.
Paul D. Bueche Municipal 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 May 28, 2019 MOTION Pg. 23
5. **APPROVE AGENDA:**
5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
6A. City Manager's Report MOTION Pg. 3
6B. Pension Actuarial Report Pg. 93
6C. Staff Reports and Minutes Pg. 123
6D. Meadowbrook Insurance Proposal Pg. 135
6E. AFSCME Contract Pg. 150
6F. Supervisor Contract Pg. 184
6G. City Manager Contract Pg. 216
6H. Water Use Agreement (USDA Funding Requirement) Pg. 228
7. **MEETING OPENED TO THE PUBLIC:**
7A. General Public Comments
8. **COUNCIL BUSINESS:**
8A. GFWC Presentation
8B. City Council 2019-2020 Meeting Schedule RESO Pg. 17
8C. Meadowbrook Insurance Proposal RESO Pg. 19
8D. Appointments RESO Pg. 19
8E. AFSCME Contract RESO Pg. 20
8F. Supervisor Contract RESO Pg. 21
8G. City Manager Contract RESO Pg. 21
8H. Water Use Agreement RESO Pg. 22
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

Next Month Calendar

Metro Police Board:	Thursday, June 20 , 2019, 10:00 a.m., Metro Headquarters
City Council:	Monday, June 24, 2019, 7:00 p.m., PDBMB
Swartz Creek Chamber:	Tuesday, June 25, 2019, 12:00 p.m., American Legion
Planning Commission:	Tuesday, July 2, 2019, 7:00 p.m., PDBMB
Park Board:	Wednesday, July 3, 2019, 5:30 p.m., PDBMB
City Council:	Monday, July 8, 2019, 7:00 p.m., PDBMB
Downtown Development Authority:	Thursday, July 11, 2019, 6:00 p.m., PDBMB
Fire Board:	Monday, July 15, 2019, 6:00 p.m., Public Safety Bldg
Zoning Board of Appeals:	Wednesday, July 17, 2019, 6:00 p.m., PDBMB
City Council:	Monday, July 22, 2019, 7:00 p.m., PDBMB
Metro Police Board:	Wednesday, July 24, 2019, 10:00 a.m., Metro Headquarters

City of Swartz Creek Mission Statement

The City shall provide a full range of public services in a professional and competent manner, assuring that the needs of our constituents are met in an effective and fiscally responsible manner, thus promoting a high standard of community life.

City of Swartz Creek Values

The City of Swartz Creek's Mission Statement is guided by a set of values which serve as a common operating basis for all City employees. These values provide a common understanding of responsibilities and expectations that enable the City to achieve its overall mission. The City's values are as follows:

Honesty, Integrity and Fairness

The City expects and values trust, openness, honesty and integrity in the words and actions of its employees. All employees, officials, and elected officials are expected to interact with each other openly and honestly and display ethical behavior while performing his/her job responsibilities. Administrators and department heads shall develop and cultivate a work environment in which employees feel valued and recognize that each individual is an integral component in accomplishing the mission of the City.

Fiscal Responsibility

Budget awareness is to be exercised on a continual basis. All employees are expected to be conscientious of and adhere to mandated budgets and spending plans.

Public Service

The goal of the City is to serve the public. This responsibility includes providing a wide range of services to the community in a timely and cost-effective manner.

Embrace Employee Diversity and Employee Contribution, Development and Safety

The City is an equal opportunity employer and encourages diversity in its work force, recognizing that each employee has unlimited potential to become a productive member of the City's team. Each employee will be treated with the level of respect that will allow that individual to achieve his/her full potential as a contributing member of the City staff. The City also strives to provide a safe and secure work environment that enables employees to function at his/her peak performance level. Professional growth opportunities, as well as teamwork, are promoted through the sharing of ideas and resources. Employees are recognized for his/her dedication and commitment to excellence.

Expect Excellence

The City values and expects excellence from all employees. Just "doing the job" is not enough; rather, it is expected that employees will consistently search for more effective ways of meeting the City's goals.

Respect the Dignity of Others

Employees shall be professional and show respect to each other and to the public.

Promote Protective Thinking and Innovative Suggestions

Employees shall take the responsibility to look for and advocate new ways of continuously improving the services offered by the City. It is expected that employees will perform to the best of his/her abilities and shall be responsible for his/her behavior and for fulfilling the professional commitments they make. Administrators and department heads shall encourage proactive thinking and embrace innovative suggestions from employees.

City of Swartz Creek
CITY MANAGER'S REPORT
Regular Council Meeting of Monday, June 24, 2019 - 7:00 P.M.

TO: *Honorable Mayor, Mayor Pro-Tem & Council Members*

FROM: Adam Zettel, City Manager

DATE: June 19, 2019

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

✓ **MICHIGAN TAX TRIBUNAL APPEALS** *(Update)*

The local Board of Review process is complete, but commercial/industrial appeals go straight to the Michigan Tax Tribunal. We have two small claims commercial appeals pending, one is for the medial office building on the east end, commonly known as the VPH Building. The other is for the apartments on Brady Street.

We will keep the council informed regarding appeals and the need for appraisals as we move through summer.

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

✓ **2017-2020 TRAFFIC IMPROVEMENT PROGRAM (TIP)** *(Update)*

Fairchild Street is under construction, and we have had our first progress meeting. Everything is on schedule without any notable issues. We anticipate that the street will easily be substantially complete prior to schools starting in the fall. The project includes a mill and resurface of the road way. We are also converting overhead street lights to LED and adding two additional LED pedestrian lights. Enhanced crosswalks are included in the project as well. Traffic should remain open throughout the project.

✓ **2020-2023 TRAFFIC IMPROVEMENT PROGRAM (TIP)** *(No Change in Status)*

Morrish Road from Bristol to Miller has been funded. The city has committed the match portion to this project, which is 80-20. It is unclear what year this project will be undertaken, but we want it done subsequent to the USDA water main work. This MAY span two construction seasons.

Note that we will likely need to engage in the Qualified Bidding Selection process to pre-certify engineering firms to work on federal projects. The QBS process is something that the city has routinely done to stay compliant and to have a good faith process for ensuring quality and competitive engineering services. This process was last finalized on November 25, 2013. I am going to split this out as a separate business item until it is complete. I intend to begin this process in late spring.

✓ **STREET PROJECT UPDATES** *(Update)*

This is a standing section of the report on the status of streets as it relates to our dedicated levy, 20 year plan, ongoing projects, state funding, and committee work. Information from previous reports can be found in prior city council packets.

Helmsley Drive is a go, but the start date has been pushing to early July. The contractor is Glaeser Dawes. The project includes full depth road reconstruction, new drive approaches, new sidewalk (for areas not included in the previous water main replacement), some forestry, and three new pedestrian LED's.

The engineering proposal for 2020 local streets with OHM is approved and work is underway. The scope includes a section of Oakview, Chelmsford, and Oxford (including the last small stretch of Winston). Note that it is unlikely we will have a budget to do all of those sections in 2020 since state revenues have not been forthcoming as expected. However, it is work that needs to be completed for the USDA watermain on those streets in the next three years.

Notable issues currently include the proposed layout and ownership (school or city) of the bus lane on Oakview by Syring. We will liaise with the school regarding this and how they wish to proceed with the bond improvements.

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

✓ **SEWER REHABILITATION PROGRAM** *(Update)*

2018-2019 winter sewer projects have been approved and are substantially complete. The project costs exceeded estimates due to higher unit counts on the linear feet of pipe and the number of lateral reinstatements (sewer lead reconnections). Liquiforce completed the large collector on Durwood and a downtown line, School Street.

This multi-year program is on schedule and budget. Based upon current rates and existing fund balance, staff may recommend expending more in the next year or two on the sewer rehabilitation plan in order to get some higher risk assets completed more quickly.

We have flow meters installed at key collector lines in the city. We need to ascertain what the remaining capacity is before we can enable the progress of new projects (Applecreek, Springbrook East expansion, future Morrish Road users, etc). If the lines are not sized properly, investment may be warranted. This would alter our rehabilitation plan to include capital investment for future users. For this reason, we are not altering rates until the capacity information is available.

✓ **WATER MAIN REPLACEMENT** *(Business Item)*

The USDA agreement is ready for final review and execution. I am including the revised agreement in the packet. Like it or not, this is one of those, “sign it or don’t get paid” agreements. Essentially, the USDA wants to ensure that the city has basic access and use to a potable water source under standard conditions before providing funds to repair our system. Often, this is a simple matter of a city providing its own water. In our case, we have an agreement with the Genesee County Drain Commission to have Karegnondi water. As such, the USDA attorney provided the template that we need to have in place to be eligible for funding. The GCDC attorney and our municipal attorney worked out some details, and we have a product everyone can live with.

The agreement and resolution to approve it are included. This is something we must have to ensure we get potable water as a customer. It is also something the USDA requires, with their standard conditions included. While there may still be a bit of wiggle room on provisions, we really don't have much freedom here. I recommend approval.

In other news, engineering continues. Bond counsel and other team members have been tentatively assembled and await progress.

Prior system report findings follow:

The Genesee County Drain Commission - Water and Waste Services Division Water Master Plan, indicates they are considering a northern loop to provide redundancy and stability to the system. This is good news since Gaines and Clayton Township rely on the overstressed Miller line. There is currently not any cost or participation information available. I will keep the council informed.

The city has been working with the county to abandon the Dye Road water main in the vicinity of the rail line. Note that we are holding this action pending the master plan review. This line is prone to breaks, which can be very costly and dangerous near the rail spur. The intention would be to connect our customers to the other side of the street, onto the county line. It appears the transition cost would be about \$25,000. We will work with the county on this matter and report back on our findings.

Lastly, the city should probably complete full demolition on the "Brown Road" site (the old well head) and sell this property. This is not a high priority, but it is now on our radar.

✓ **HERITAGE VACANT LOTS** *(No Change of Status)*

The last of the lots acquired prior to the special assessment have been approved for sale. The city has two more lots that were acquired through the tax reversion process. If there is no objection, I will look to prepare instruments for the two units acquired in 2017 at new, negotiated pricing if requested by the buyer, JW Morgan, at some point in the future.

✓ **NEWSLETTER** *(Update)*

It is already time to start thinking about the July edition. Send me ideas or content! It looks like topics will include solicitation, recycling guidelines, and construction updates.

✓ **CONSTRUCTION & DEVELOPMENT UPDATE** *(Update)*

This will be a standing section of the report that provides a consolidated list for a brief status on public and private construction/developmental projects in the city.

1. The **streetscape project on Miller Road** is underway! Holland Square is to be paved and illuminated, with a decorative fence/wall. Miller Road is to have lighting, landscaping, new walkways, knee walls, and pedestrian crossings.

2. The reconstruction of the expanded **Sharp Funeral Home** continues and should be done this month! This is a ~14,000 square foot building in downtown.
3. **Façade grants** are complete for Robertson Insurance and Howe Art Supplies (she still intends to paint the doors). Renovations on 5015 Holland and 7530 Miller are pending. All work (public and private) will be in excess of \$250,000.
4. The city hopes to commence construction on **about \$1 million of grant support recreational path in 2020**. The MDOT grant is conditionally awarded and we await word on the DNR grant portion.
5. The Chamber, Women's Club, and other downtown business owners continue to plan and expand **events in downtown**. The Fall Family Fun Day is expanding into the Jeepers Creekers event, which will cover multiple weekends in October of 2019. This will include a zombie walk, city-wide decorating, trunk or treat, separate youth and adult movie nights, and related activities.
6. The **raceway has new ownership**. They intend to use the site for thoroughbred horse racing, but they did not get state approval for live races or simulcasting in 2019. They are open to finding additional users for the site to supplement the racing. They are also communicating well in regards to partnering with community groups such as Hometown Days. I find the new owners to be very astute and capable.
7. A Flint based group has a purchase option for **Mary Crapo**. The intent is to use the building and site for senior housing. This would result in new residents in the downtown and the potential for new construction on part of that site. I expect a site plan for about 50 new units in August.
8. The **school bond** passed and many improvements are expected in 2019 throughout the district. Total investment for this effort will exceed \$50 million over two to three years.
9. **Street repair in 2019** is to include Fairchild (with decorative lighting) and Helmsley (full reconstruct). The city also has grants and loans for about **\$5 million in water main work** to occur between 2020 and 2022.
10. The **Applecreek Station** development of 48 townhomes is in the engineering phase. These units range in size from 1,389 to 1,630 square feet, with garages. Construction will occur on vacant land in the back of the development, by Springbrook Colony. Site engineering plans have just been submitted by the owner. Rents are expected to be about \$1.00 per square foot (~ \$1,600 a month) which matches rents in Winchester Village. If this project occurs in 2019, 2020 DDA revenues will be positively and substantially improved.
11. The **Brewer Condo Project** was given site plan approval and tentative purchase agreement approval. This includes 15 townhome condos off Morrish Road in downtown. They are approximately 1,750 square feet, with two car garages and basements. Parking on the raceway property has been tentatively approved by the owner, and we are working on a plan to level and maintain the surface to replace lost parking on Paul Fortino Drive.
12. The city council approved the use of **state tax incentives** and local utility waivers for redevelopment sites in downtown, rounding out our efforts to be a certified Redevelopment Ready Community.
13. There are **soft inquiries for vacant downtown land** for new buildings/users. However, there has not been any new movement on this issue.

✓ **HOLLAND SQUARE & STREETScape (Update)**

Green Tech Systems, LLC is working and progress is steady! Traffic should remain open, though lane closures and shifts are expected. We hope to have everything done in July. As of writing, there are no major issues or project changes to report.

Note that we intend to proceed with pavement styles and colors that are desirable for future use (based upon late feedback from business committee members downtown). This WILL NOT MATCH THE EXISTING. The grey stone look was thought to be too drab and blending into our nasty winters and springs. We are opting to have all future streetscape features contrast the large amounts of grey/black/white with other variations of reds. So, instead of matching what is less desirable for the sake of matching, we intend to building new features that are more in line with aesthetics with the intention of matching the older components when they are due.

✓ **TRAILS (No Change of Status)**

The second application to the DNR Trust Fund grant has been submitted. We await notification, which should come this fall.

The DNR grant is crucial to offset the 35% that the city must cover to match the Enhancement Grant. The MDOT Enhancement Grant is conditionally awarded. We hope this covers 65% of the investment. Work with Consumers Energy and CN Rail is positive for those project components that require their engagement. We are still working with the MTA and GM on some easements and permissions.

Note that the city will still be heavily invested in this, even if both grants are awarded. Count on a general fund outlay of \$200,000 for the local match and additional engineering, construction, and inspection services. Any overages (price changes and change orders) will be locally covered as well.

The project timeline will be revised. At its core, it should still reflect a 2020 construction timeframe. The difference is that we plan to engineer the project sooner than anticipated so we can bid it upon a conditional DNR award in a year's time.

✓ **REDEVELOPMENT READY COMMUNITIES (Update)**

We are near the end of the certification process! The following RRC components are still pending and should be administratively complete this summer:

- Development review flowchart and checklist
- Property marketing packages, including incentives (see incentives section)

✓ **DOG PARK (No Change of Status)**

Following the GFWC donation at our meeting on the 11th, the scouts are apparently within about \$1,000 of their goal. I am hopeful they can make this a 2019 project.

✓ **DURAND AREA INDUSTRY - PROJECT TIM (No Change of Status)**

This project seems cold and quiet. However, it appears there are still valid purchase agreements in place for the development, and there are state and local bureaucrats continuing work on contingency plans for utility and traffic modelling. It is anyone's

guess at this point. Please see prior packets for information on the project and its evolution.

✓ **TAX REVERTED PROPERTY USE (Update)**

I expected transactions for the approved sales of vacant land on Wade Street and in Heritage Village before June. I am going to see what interest the parties still have in these and report back to the city council. It is very likely that we will need to rebid the Wade Street property.

✓ **8002 MILLER (Update)**

The contractor is working. A completion timeline has not been set, but the upstairs should be done in July. Time is on our side with this since it gives the user more time to establish their new business and contribute more monthly payments to the project.

Because the upstairs is nearly done, the owner of the business is able and willing to occupy the residential space. To enable this, we will look to replace the existing agreement with a lease that includes the commercial space AND the upstairs. This is likely to come to council in July. Note that the proceeds from this lease MUST go to offset the cities investment, effectively counting towards the eventual sale price by the user. This closely resembles a land contract. In fact, the city attorney may recommend we proceed directly to a land contract at this point as a means to recognize the current lease and eventually purchase terms.

✓ **GROUNDWATER WITHDRAWAL ORDINANCE (Update)**

We have good news! Timing was tight, but we have been communicating with the environmental consultant representing Exxon's interest. They are going to remove the monitoring wells from Holland Square! This is great news for the contractor/city as we perform work in that area. It is also good news for access moving forward (they no longer need it). Lastly, it signifies that the state is recognizing conditions that no longer require monitoring. To enable this within our short timeline, I have authorized temporary access to remove these (there is a good chance they will be mobilizing on the 24th or 25th).

The previous report follows:

The Michigan-based consultant that is working for Exxon contacted us in April. They are working with the state on finalizing the groundwater withdrawal ordinance for Holland Square. This is something that still needs to be approved by the city council per the executed site license agreement.

The consultant is also looking to close another chapter in this saga by getting permission from the state to remove the monitoring wells on this site. This would make our development and maintenance of Holland Square much easier. As of writing, this appears likely.

Concerning the ordinance, the practical impact of this is small since wells are no longer permitted in the city and there are no known 'grandfathered' wells in the impacted area. The city attorney sees no issues with this ordinance, so we will look to have this before the council when Exxon and their consultant are confident the timing is right.

The council held a public hearing at our meeting on April 23, 2018. ExxonMobil, the Michigan DEQ, and other representatives spent the last year reaching out to property owners to research if there are any well impacts.

✓ **SCHOOL FACILITY PROPOSAL** *(No Change of Status)*

The school received high bids for initial security work. They are rebidding with the addition of fall/winter work in the hopes that the scope and timing of the new work expectations will be more enticing to contractors. It is expected that elementary security entrances and related work will be the first phase of the investment.

Additional bond work shall continue in 2020 and 2021. It will include all facilities, including athletic facilities at the high school. We expect cooperation and benefit in terms of establishing safer connections for walkers, better land grades (e.g. the football field), and more attractive gateways.

✓ **BREWER TOWNHOMES** *(Update)*

The site plan, condominium documents, and draft purchase agreement were approved at the June 10 city council meeting. Final engineering will be underway for the next month, as will the public review period for the purchase agreement. The council will be reviewing the instruments again on July 22nd. See the prior reports for detail on the project.

I still expect to review the use of incentives as it relates to local water and sewer tap fees for this project as well. This is likely to occur in July as well.

✓ **SPORTS CREEK RACEWAY & GAMING COMMISSION** *(Update)*

I spoke to the owner on June 17th. He is hopeful that 2019 casino bills that are pending will enable thoroughbred racing in Swartz Creek in a sustainable manner.

Parking on the raceway property has been tentatively approved by the owner, and we are working on a plan to level and maintain the surface to replace lost parking on Paul Fortino Drive.

✓ **CDBG** *(No Change of Status)*

At this point, we are looking to upgrade street name/stop signs in the downtown area using these funds. I will keep the council informed of the timeline.

✓ **SAFE ROUTES TO SCHOOL** *(Update)*

The walking audit of the Middle School area was on June 5th and Syring occurred on June 7th. Elms Elementary is not scheduled yet. Once these are done, we should start seeing some public engagement.

✓ **INCENTIVE PACKAGES & RRC PROPERTIES** *(No Change of Status)*

The Planning Commission has been given the preliminary data necessary to consider an incentive policy or set of guidelines. Because of their workload, an introduction to the concept was all that occurred at their May meeting. I expect the resulting policy to take 3-4 months to complete.

Per our council resolution, specific instruments by which we can target commercial and industrial properties downtown, include:

1. Public Act 198 of 1974: Industrial Property Tax Abatement
2. Public Act 255 of 1978: Commercial Redevelopment Act
3. Public Act 210 of 2005: Commercial Rehabilitation Act Tax Abatement
4. Water & Sewer Connection Fee Waiver Policy
5. Tax Increment Financing Public Improvements (already enabled via the façade program)
6. Expedited permitting

Suggested policy provisions include incentives for:

1. RRC sites
2. Hospitality, culture, entertainment, and recreational uses
3. Historic preservation and/or consideration
4. Build-to lines for development (little or no setbacks)
5. Outdoor uses
6. Walkable design
7. Mixed uses
8. Multiple stories
9. Total investment and job creation

I do not expect this policy to be prescriptive or rigid in nature. Instead, the council will have latitude to consider each project independently and award any incentives on an incremental/percentage basis using the site-specific circumstances.

✓ **BUILDING AND ZONING SERVICE DELIVERY** (*No Change of Status*)

A test version is up and running, with staff having initial training on June 5th. For the next month or so, we will test the web and staff-user systems to ensure that the online registration, permits, inspection requests, and payment interface is working. We should be live with a full suite of online building services (including limited zoning & right of way permitting)!

The enhancements will improve our internal work flow/checklists and increase our online abilities by enabling the integration with the existing BS&A platforms. This means that we will be using less paper and relying more on digital submissions of applications, as well as the potential for online payment and permit delivery. Projects, both big and small, will then be coordinated and viewable by all users (Swartz Creek and Mundy) within the software at all times.

This is an enhancement that Mundy staff are already engaged in and will look to apply their knowledge to bring us into the 21st century as well. In fact, combined with other RRC initiatives, this should make us cutting edge among municipalities. I will keep the council informed.

✓ **NON-COMMERCIAL MARIJUANA (MARIHUANA)** (*No Change of Status*)

I discussed the matter with the city attorney on May 23rd. I hope to have some input on WHAT features can be regulated and HOW in the coming months. The previous report follows:

In addition to commercial activities for medical and recreational marijuana, there are still regulatory considerations for residential growing, processing, possessing, and using. Generally, the concerns boil down to odor, as it relates to neighborhood and public impacts of growing and use. There is also concern for the scope and scale of residential growing as it relates to safe irrigation, lighting, ventilation, etc. Problems associated with home growing include odor, mold, pests, electrical fires, and theft.

To address these issues, I have been consulting the city attorney about providing regulations related to home grows (inside, outside and accessory structures; number of plants; applicability of building codes). Many codes already exist and can be enforced. However, ventilation is a tough one. For this, regulators recommend a general odor ordinance. This is something we are looking into.

On the use side, we are considering options for ordinances that might control outdoor consumption. This will almost certainly include publicly owned lands and right-of-ways. There is also consideration for outdoor use on private property as well.

I expect to work with Metro and our attorney in the coming weeks to create some ordinance language to regulate grow operations at residences, as well as outdoor use. Should the city adopt an ordinance to opt out of all commercial recreational marijuana activities (see Recreational Marijuana Ordinance below), this ordinance may also be the conduit to control general marijuana activities.

✓ **CENSUS COMPLETE COUNT COMMITTEE** *(No Change of Status)*

Mr. Cramer will lead the Swartz Creek Complete Count Committee. I am hopeful that we will have more resources for him to use as we proceed. At this time, there are no meetings or activities planned. The 2020 census count will be vital to the city's ability to understand our service needs and in calculating many state and federal funding streams.

✓ **BUDGET** *(Update)*

The budget book is published. This will be removed from future reports.

✓ **FIRE AGREEMENT** *(No Change of Status)*

The current fire agreement expires in September. I expect to be working with Clayton Township to negotiate terms for its extension.

✓ **GIS MAPS** *(No Change of Status)*

The city maintains detailed maps of infrastructure. Some of these maps include Global Informational Systems data (satellite delineated geo-spatial data on location of features that includes a data base of related data). For example, we have geo-coded location data on city water hydrants that includes a digital database on valve composition, condition, and maintenance.

We are working with Rowe to expand our capabilities in this arena. We are in the process of geo-locating and providing initial data fields for storm sewer, sanitary sewer, and undocumented water distribution features. As it happens, the Genesee County Drain Commission is engaging in a similar effort. We are working with them to ensure our data matches and can be shared equally and adequately. If the data sets and maps match in their scale, the county should be able to reimburse use for some of the charges resulting from the creation of the maps and data fields.

The result will be a much more useful and publicly accessible map and informational database relating to our water, sewer, storm, and street infrastructure. This will help disseminate information, plan improvements, and show results.

✓ **SERVICE LINE INSURANCE PROPOSAL (Update)**

Unfortunately, I have not put more research into this at this time. I will look to do so. The previous report follows:

A company is seeking the ability to market water and sewer line insurance to our water and sewer customers. The company appears valid and experienced. I have had one phone conference with them, and I have included the most basic of information in the May 28, 2019 packet.

Is there any interest in pursuing this?

I will do some more research to see if this is something that could have legitimate value to our residents. Initially, while water service issues are not common, sewer lines in Winchester Village are prone to collapse and other forms of failure due to their age (~60 years), composition (clay), & location (rear yards).

✓ **OTHER COMMUNICATIONS & HAPPENINGS (See Individual Category)**

✓ **MONTHLY REPORTS (Update)**

The monthly budget report, as well as Park Board and DDA minutes are included.

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

✓ **PLANNING COMMISSION (Update)**

There is still a vacancy on the Planning Commission.

The next meeting is scheduled for July 2, 2019. I expect incentives to dominate this agenda.

✓ **DOWNTOWN DEVELOPMENT AUTHORITY (Update)**

The DDA met on June 13th. They affirmed officers for the next year and approved their budget. Mr. Mardlin resigned, leaving a vacancy on the nine member board.

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

There are no meeting scheduled at this point.

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

The Park Board met on June 5 at city hall. Summer projects include staining parts of the Elms playscape, the Elms trail loop, Abrams Park forestry, and the potential for the dog park. The group discussion covered the condition of the parks (wet) and the slip and slide event.

The next meeting will be on July 3rd.

✓ **BOARD OF REVIEW (Update)**

The BoR will meet at the city offices on Tuesday, July 16th at 10:30 a.m. to hear poverty exemptions, veteran exemptions, and clerical appeals.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **APPOINTMENTS (Business Item)**

We have one vacancy on the Downtown Development Authority and one on the Planning Commission. As of writing, there are no applications submitted. The planning commission appointment must be a resident. The DDA appointment could be a downtown business owner, downtown property owner, or non-affiliated.

✓ **CITY COUNCIL MEETING SCHEDULE (Business Item)**

The meeting schedule for the 2020 fiscal year is included in a resolution. This does not include any morning meetings. A change from past years is the inclusion of a normal meeting schedule for the month of December. With the 23rd falling before Christmas, it appears we can hold 2nd and 4th Monday meetings without issue. If this is a problem, council can amend this at our meeting to any two days in December. Let me know if you find any conflicts or require any amendments.

✓ **MEADOWBROOK INSURANCE PREMIUM (Business Item)**

The standard renewal is included. The renewal policy is up a bit higher than last year, mostly due to appreciation and additions to municipal asset values. The increase is approximately 4%.

I see no reason to shop this service around. Meadowbrook (MML) is not only very reasonable in their pricing, often rebating the city funds, they have exemplary staff for claims and training purposes.

✓ **LABOR AGREEMENTS (Business Item x3)**

All of our labor agreements are due to expire on June 30, 2019. The various labor groups are represented by the American Federation of State, County and Municipal Employees group (Department of Public Services hourly maintenance workers and hourly office staff) and the Supervisors Association (Clerk, Treasurer, and Department of Public and Community Services Director). I am the only employee that has a separate agreement with the city council directly. Our other positions are covered by business contracts and inter-local agreements (assessor, building official, police, fire, etc.).

I have been working to negotiate agreements with the understanding that the city is in a rare position to offer healthy inflationary increases. For much of the past fifteen

years, wages have been flat or increasing at about 1% annually, while benefits were generally consistent. As such, we budgeted for a 3% increase in our current budget.

The agreements generally reflect 2-3% wage changes for the three years to which the agreements apply, along with other increases that bring the 3% into balance for each respective unit. For example, all wage increases for year one are 2%, but employees that qualify are receiving an increase to their 401(a)/457 and the post-employment healthcare savings account. You will also see changes (all benefiting the employee) to nominal figures that do not have built-in escalators, such as the health care opt-out value and healthcare stipend for qualifying employees.

The only other material changes include a uniform stipend in lieu of direct uniform purchases (this was designed to be revenue neutral), as well as a modification to the 'on call' section of the AFSCME agreement. Another agreement provision, which has been developing for over three years, is the gradual elimination of the Supervisors Association. This is a mutual aspiration of the employees and management that we feel will better serve the individual career needs and expectations of the modern exempt employees and department heads.

Note that many of the other changes to the AFSCME agreement are simply an integration of existing letters of understanding and are not new. These include wages and stipends for the various licenses and certifications as noted, as well as out-of-class pay.

I am including my agreement as well. Though there have been tweaks to my agreement in the past, the wages have not been altered since my hire in late 2013. I am proposing a 2% increase, to match the lowest of those offered at any given year of the agreement. I am also aligning language in the health care sections to match the other department heads.

✓ **PENSION REPORT (Update)**

The city's annual pension actuarial evaluation is included in the packet. Overall, our position is outstanding, however, the trends are not good. The biggest change is that MERS is planning to alter their assumptions once again. Where they once assumed an investment rate of 8% for our assets, they then changed this to 7.75%. They are again lowering this to 7.35%. In doing so, our pension liabilities are assumed to be 93% funded instead of 96% funded.

This is a great rate overall, but it will eventually result in increases to our monthly contributions. Where we were expecting to be fully funded or have a marginal contribution, we are looking at increasing pension contributions by the city over the next decade. This is a fraction of what many communities pay and is still very manageable, but the liability refuses to go away.

The key chart to look at is on page 5 of the report. MERS estimates that we need \$6,986,597 in our account today to be able to pay all of our retirement promises before the money runs out. We have \$6,484,367, a difference of \$502,230. You can see how this is nearly double what our difference would be under the previous assumptions.

This means that we will need to increase our monthly contribution in future years. We are prepared to do so, but we may want to consider additional payments up front to avoid depleting the interest returning principle in our MERS account. As you can see on page 7, communities can end up in trouble quickly if the principle decreases overtime, eventually ending up at 2x to 3x our current monthly payment.

For the time being, we continue to provide additional payments each year, which will have the effect of lowering future 'required' contributions. Our adopted budget provides for payments that are nearly double what MERS expects us to contribute for next year. We can only wait and see how the experience studies impact this moving forward. However, the additional bright spot is the retirement of the city hall debt, which is due to be complete in 2021. This retirement will free funds sufficient to make any projected payments, if necessary, without impacting services or asset management strategies.

✓ **OVERHEAD WIRES ON VACANT LAND (Update)**

We are seeking removal or relocation of the overhead wires on the vacant city-owned property on Fortino Drive between Chase Bank and Gass Becker Insurance. This lot is not currently in use, but any reuse, including parking, could be problematic with the wires and poles in their current location. I will keep the council informed.

✓ **SKILL GAME ORDINANCE (Update)**

I received an application to allow a 'skill game' at a local retail business in the city. This is not a feature of our ordinance that was clearly defined. One definition of a 'skill game' is:

Game of skill refers to any game, contest, or amusement of any description in which the designating element of the outcome is the judgment, skill, or adroitness of the participant in the contest and not chance. [Wedges/Ledges of California v. City of Phoenix, 24 F.3d 56, 63 (9th Cir. 1994)]

Initially, it appeared that the game could be a minor ancillary use for a retail or hospitality business (e.g. a single Pac-man game at the local pizza parlor). However, upon investigation, it became apparent that this use often provides its own customer base and includes features in line with gambling.

Once again, we are faced with the blurring of lines between a skill game that might return tickets for good play at a kids' arcade, with something that returns currency, credits, or other items of value that is more in line with traditional gambling or the sweepstakes concept that was popular a few years ago.

The pending application was not complete, due to the lack of information on the function of the game units sought. The additional information was not submitted, so the permit cannot be reviewed.

In the meantime, I sought an opinion from the attorney. They believe that such devices would be best defined in the gambling section of our code. I continue to work with them to better define what is an ancillary use, an arcade use, and a gambling use. It

is my intention to deliver an ordinance amendment to the council to effect changes that make this use predictable to business owners and the general public.

Council Questions, Inquiries, Requests, Comments, and Notes

Shirt Charges: The purchase of shirts that was noted in the June 10 report was for 55 t-shirts that are summer uniform supplements for the DPW. The total cost was \$301.95 (\$5.49 per unit).

Fire Flows: I spoke to the fire chief and we have a system moving forward to report on fire flows within the city, as well as to maintain local department control over hydrants for such use.

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, June 24, 2019, 7:00 P.M.**

Resolution No. 190624-4A MINUTES – June 10, 2019

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, June 10, 2019, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190624-5A 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 June 24, 2019, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190624-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of June 24, 2019, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190624-8B RESOLUTION TO SET THE 2019-2020 COUNCIL MEETING SCHEDULE

Motion by Councilmember: _____

WHEREAS, Act 261 of the Public Acts of the State of Michigan of 1968, as amended, requires a public notice of the schedule of regular meetings of the Swartz Creek City Council be given once each calendar year or fiscal year and that said notice shall show the regular dates and times for the meeting and the place at which meetings are held; and

WHEREAS, the Act directs that notice be posted prominently at the principle office of the City of Swartz Creek or at the public building at which meetings are held or published in the newspaper of general circulation in Swartz Creek,

NOW, THEREFORE, pursuant to the Act, public notice is hereby given that regular meetings for fiscal year 2019-2020 shall be held twice each month, and further, that all meetings shall be held in the Paul D. Bueche Municipal Building Council Chambers located at 8083 Civic Drive, Swartz Creek, Michigan, unless otherwise provided in advance by the City Council, and further, meetings shall commence at 7:00 P.M. on the following dates:

July 2019:	Monday – 8th Monday – 22nd	
August 2019:	Monday – 12th Monday – 26th	
September 2019:	Monday – 9th Monday – 23rd	
October 2019:	Monday – 14th Monday – 28th	
November 2019:	Monday– 11th Monday – 25th	
December 2019:	Monday – 9th Monday – 23rd	
January 2020:	Monday – 13th Monday – 27th	
February 2020:	Monday – 10th Monday – 24th	
March 2020:	Monday – 9th Monday – 23rd	
April 2020:	Monday – 13th Monday – 27th	
May 2020:	Monday – 11th Tuesday – 26th	(Monday 25th is Memorial Day)
June 2020:	Monday – 8th Monday – 22nd	

BE IT FURTHER RESOLVED that the Clerk is hereby directed to post a copy of this resolution in a prominent place in the City Offices of the City of Swartz Creek.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to supply forthwith, upon request, a copy of this resolution to any newspaper of general circulation in the political subdivision in which the meetings will be held and/or to any radio or television station that regularly broadcasts into the City of Swartz Creek.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190624-8C

RESOLUTION TO APPROVE ANNUAL COVERAGE AND PAYMENT FOR GENERAL AND LIABILITY INSURANCE OF THE CITY TO MEADOWBROOK

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek has a need to insure property, equipment, and services that it owns and provides; and

WHEREAS, the City of Swartz Creek has been engaged in risk management with the Michigan Municipal League Liability and Property Pool, as serviced by Meadowbrook Insurance Group since 1985; and

WHEREAS, the City of Swartz Creek finds this professional service to meet or exceed financial expectations, as well as the staffing and service needs of the city.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek appropriate and approve payment for an amount not to exceed \$43,823 to Michigan Municipal League Meadow Brook Insurance, payment of the City's annual 2019-2020 premiums for property and liability insurance, funds to be apportioned to reflect departmental coverage as noted in the invoice.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190624-8D

RESOLUTION TO APPOINT OFFICIALS TO THE PLANNING COMMISSION & DOWNTOWN DEVELOPMENT AUTHORITY

Motion by Councilmember: _____

WHEREAS, the laws of the State of Michigan, the Charter and Ordinances of the City of Swartz Creek, interlocal agreements in which the City of Swartz Creek is a member, and previous resolutions of the city council require and set terms of offices for various appointments to city boards and commissions, as well as appointments to non-city boards and commissions seeking representation by city officials; and

WHEREAS, there exists a vacancy on the Planning Commission and Downtown Development Authority; and

WHEREAS, said appointments are Mayoral appointments, subject to affirmation of the city council.

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council concur with the Mayor and City Council appointment as follows:

#190624-8C1	<u>MAYOR APPOINTMENT:</u>	VACANT
	DDA, Non-property interest/resident	
	Four Year Term, expiring June 30, 2023	

#190624-8C2	<u>MAYOR APPOINTMENT:</u>	VACANT
	Planning Commission, Resident	
	Three year term, expiring June 30, 2022	

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190624-8E

RESOLUTION TO APPROVE THE AFSCME LABOR AGREEMENT

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek City Council approved the agreement with the American Federation of State, County, and Municipal Employees on June 27, 2016 to provide for conditions and provisions of employment; and

WHEREAS, the collective bargaining agreement, set to expire on June 30, 2019, was negotiated by the city manager and the AFSCME unit in order to establish terms for a new three year agreement; and

WHEREAS, the City and AFSCME have tentatively agreed to terms that include among others, alterations to post-retirement health care, defined contribution retirement, uniforms, and wages.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek approve the Agreement between the City of Swartz Creek and the Swartz Creek City Employees Union AFSCME 1918-23 bargaining unit as included herein, less review comments, and further authorize the Mayor and City Clerk to execute the agreement on behalf of the City.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190624-8F

RESOLUTION TO APPROVE THE SWARTZ CREEK SUPERVISORS BARGAINING AGREEMENT

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek City Council approved the Swartz Creek Supervisors Association agreement with the Supervisors on July 25, 2016 to provide for conditions and provisions of employment; and

WHEREAS, the effective Supervisors Agreement set to expire on June 30, 2019, and;

WHEREAS, the Employer and Supervisors Association negotiated a tentative agreement that will continue relations with the implementation of a new agreement.

NOW THEREFORE, BE IT RESOLVED the City of Swartz Creek City Council hereby approves the amended and restated 2019-2022 Collective Bargaining Labor Agreement between the City and the Swartz Creek Supervisor’s Association, a copy of which is attached hereto.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190624-8G

RESOLUTION TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH THE CITY MANAGER

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek City Council approved the agreement with Adam Zettel, the City Manager on December 3, 2013, as amended by resolution of the city council on June 26, 2017, to provide for conditions and provisions of employment; and

WHEREAS, the conditions of employment for department heads and similar employees have changed due to the implementation of the Employee Handbook and various other labor agreements, and;

WHEREAS, the Employer and City Manager seek to enter into a revised and restated agreement that will establish comparable terms and conditions of employment for continue relations.

NOW THEREFORE, BE IT RESOLVED the City of Swartz Creek City Council hereby approves the amended and restated Professional Services Agreement between the City and the Swartz Creek City Council and Adam Zettel, a copy of which is attached hereto.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

RESOLUTION TO APPROVE A WATER PURCHASE AGREEMENT WITH GENESEE COUNTY AS A REQUIREMENT TO RECEIVE USDA ASSISTANCE FOR WATER MAIN REPLACEMENT

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek owns, operates, and maintains a water distribution system, and

WHEREAS, the potable water for the City of Swartz Creek is supplied by the Karegnondi Water Authority via Genesee County, and

WHEREAS, the city has been awarded USDA grant funds and low interest loans that will defray some of the expense of providing for this local and regional water main infrastructure, and

WHEREAS, the USDA award requires that the water supply contract with Genesee County, through its Drain Commission office, be affirmed and include standard terms and conditions of the federal department, and

WHEREAS, the GCDC and the city attorney have modified an acceptable template agreement that restates the terms and conditions under which the county shall be required to supply the city with potable water.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek City Council hereby approves the “Water Supply Contract Between the County of Genesee, A Michigan County Corporation, by and Through Its Drain Commissioner, County Agency and the City of Swartz Creek, Michigan, A Michigan Home Rule City” as included in the city council packet of June 24, 2019.

BE IT FURTHER RESOLVED that the City of Swartz Creek directs the Mayor to execute this agreement on behalf of the city.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 06/10/2019**

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: Cramer, Farmer, Gilbert, Hicks, Krueger, Pinkston, Root.

Councilmembers Absent: None.

Staff Present: City Manager Adam Zettel, Clerk Connie Eskew, Treasurer Deanna Korth.

Others Present: Lania Rocha, Bob Plumb, Steve Shumaker, Andy Harris, Bud Grimes, Erik Jamison, Steve Long, John Wilson, Nate Henry, Al Jory, Brett Jory, Metro PD Chief Bade.

APPROVAL OF MINUTES

Resolution No. 190610-01

(Carried)

Motion by Councilmember Root
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Tuesday May 28, 2019 to be circulated and placed on file.

YES Farmer, Gilbert, Hicks, Krueger, Pinkston, Root, Cramer.
NO: None. Motion Declared Carried.

APPROVAL OF AGENDA

Resolution No. 190610-02

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Agenda as, printed for the Regular Council Meeting of June 10, 2019, to be circulated and placed on file.

YES: Gilbert, Hicks, Krueger, Pinkston, Root, Cramer, Farmer.
NO: None. Motion Declared Carried.

CITY MANAGER'S REPORT

Resolution No. 190610-03

(Carried)

Motion by Councilmember Farmer
Second by Councilmember Cramer

I Move the Swartz Creek City Council accept the City Manager's Report of June 10, 2019, including reports and communications to be circulated and placed on file.

Discussion Ensued.

YES: Hicks, Krueger, Pinkston, Root, Cramer, Farmer, Gilbert.
NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

Steve Shumaker, 7446 Country Meadow Drive, commented in regards to the group soliciting at Miller/Elms intersection.

COUNCIL BUSINESS:

**RESOLUTION TO APPOINT VARIOUS OFFICIALS TO THE BOARD OF REVIEW,
PLANNING COMMISSION, DOWNTOWN DEVELOPMENT AUTHORITY, AND
ZONING BOARD OF APPEALS**

Resolution No. 190610-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Cramer

WHEREAS, the laws of the State of Michigan, the Charter and Ordinances of the City of Swartz Creek, interlocal agreements in which the City of Swartz Creek is a member, and previous resolutions of the city council require and set terms of offices for various appointments to city boards and commissions, as well as appointments to non-city boards and commissions seeking representation by city officials; and

WHEREAS, there exists a vacancy on the Zoning Board of Appeals, as well as positions soon to expire on the Board of Review, Planning Commission, and Downtown Development Authority; and

WHEREAS, said appointments are Mayoral appointments, subject to affirmation of the city council.

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council concur with the Mayor and City Council appointment as follows:

#190610-4A **MAYOR APPOINTMENT:** **Richard Ballreich**
Board of Review, Resident
Three Year Term, expiring June 30, 2022

#190610-4B **MAYOR APPOINTMENT:** **Wanda Tyler**
Board of Review, Resident
Three Year Term, expiring June 30, 2022

- | | | |
|-------------------|---|-------------------------|
| #190610-4C | <u>MAYOR APPOINTMENT:</u>
DDA, Resident
Four Year Term, expiring June 30, 2023 | Sandra Raffaelli |
| #190610-4D | <u>MAYOR APPOINTMENT:</u>
DDA, Non-property interest/resident
Four Year Term, expiring June 30, 2023 | VACANT |
| #190128-4E | <u>MAYOR APPOINTMENT:</u>
Planning Commission, Resident
Three year term, expiring June 30, 2022 | VACANT |
| #190128-4F | <u>MAYOR APPOINTMENT:</u>
Planning Commission, Resident
Three year term, expiring June 30, 2022 | Bud Grimes |
| #190128-4G | <u>MAYOR APPOINTMENT:</u>
Planning Commission, Resident
Remainder of Three year term, expiring November 23, 2020 | Thomas Farrell |
| #190128-4H | <u>MAYOR APPOINTMENT:</u>
Zoning Board of Appeals, Alternate
Three year term, expiring June 30, 2022 | Tom Wyatt |

Discussion Ensued.

YES: Krueger, Pinkston, Root, Cramer, Farmer, Gilbert, Hicks.
NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE THE FICAL YEAR 2019-2020 CITY BUDGET

Resolution No. 190610-05 **(Carried)**

Motion by Councilmember Gilbert
Second by Councilmember Farmer

WHEREAS, the Swartz Creek City Council is required to approve a budget in accordance with the General Appropriations Act and Uniform Budgeting and Accounting Act; and

WHEREAS, a public hearing was posted and held in accordance with the city charter on May 28, 2019; and

WHEREAS, the Swartz Creek City Council finds the following Fund-based budget to be an accurate and desirable instrument to appropriate funds to serve the needs of the City of Swartz Creek.

THEREFORE BE IT RESOLVED, the Swartz Creek City Council hereby adopt the following 2019-2020 fiscal budget based upon the following tax mils:

General Operating Levy	4.8289 mills
Public Safety SAD	4.9000 mills
Street Levy	4.2200 mills
Sanitation Levy	2.6270 mills

101 GENERAL FUND Estimated Beginning Fund Balance	\$	1,527,090
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<u>Estimated Revenues</u>	<u>Adopted</u>
General Fund Estimated Operating Revenues	2,450,558
	2,450,558

<u>Appropriations</u>	<u>Adopted</u>
General Government Activities 101-299	416,902
Public Safety Activities 301-399	1,269,482
Public Works Activities 400-799	714,595
Other Government Activities 800-999	190,307
	2,591,287
	2,591,287

Effect on General Fund's Fund Balance		(140,729)
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Estimated Ending Fund Balance June 30, 2020	\$	1,386,361
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202 MAJOR STREETS Estimated Beginning Fund Balance	\$	586,889
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<u>Estimated Revenues</u>	<u>Adopted</u>
Major Streets Fund Estimated Operating Revenues	638,959
	638,959

<u>Appropriations</u>	<u>Adopted</u>
General Government Activities 101-299	800
Public Safety Activities 301-399	0
Public Works Activities 400-799	502,237
Other Government Activities 800-999	100,000
	603,037
	603,037

Effect on Major Street's Fund Balance		35,922
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Estimated Ending Fund Balance June 30, 2020	\$	622,811
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203 LOCAL STREETS FUND Estimated Beginning Fund Balance		201,827.00
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<u>Estimated Revenues</u>	<u>Adopted</u>
Local Streets Fund Estimated Operating Revenue	707,529
	707,529

<u>Appropriations</u>	<u>Adopted</u>
General Government Activities 101-299	800
Public Safety Activities 301-399	410783.73
Public Works Activities 400-799	0
Other Government Activities 800-999	0
	411,584
	411,584

Effect on Local Streets Fund's Fund Balance		295,945
Estimated Ending Fund Balance June 30, 2020	\$	497,772

204 MUNICIPAL STREET FUND Estimated Beginning Fund Balance		25,688.00
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<u>Estimated Revenues</u>	<u>Adopted</u>
Municipal Street Fund Estimated Revenue	631,220
	631,220

<u>Appropriations</u>	<u>Adopted</u>
General Government Activities 101-299	0
Public Safety Activities 301-399	0
Public Works Activities 400-799	0
Other Government Activities 800-999	605,475
	605,475

Effect on Municipal Street Fund's Fund Balance		25,745
Estimated Ending Fund Balance June 30, 2020	\$	51,433

226 GARBAGE FUND Estimated Beginning Fund Balance	\$	331,587
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<u>Estimated Revenues</u>	<u>Adopted</u>
Garbage Fund Estimated Operating Revenue	395,423
	395,423

<u>Appropriations</u>	<u>Adopted</u>
General Government Activities 101-299	44,795
Public Safety Activities 301-399	0
Public Works Activities 400-799	346,399
Other Government Activities 800-999	0
	391,193

Effect on Garbage Fund's Fund Balance		4,230
Estimated Ending Fund Balance June 30, 2020	\$	335,817

248 DDA FUND Estimated Beginning Fund Balance	\$	18,857
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<u>Estimated Revenues</u>	<u>Adopted</u>
DDA Fund Estimated Operating Revenue	47,810
	47,810

<u>Appropriations</u>	<u>Adopted</u>
General Government Activities 101-299	2,510
Public Safety Activities 301-399	0
Public Works Activities 400-799	4,425

Other Government Activities 800-999	0
	<u>6,935</u>
	6,935

Effect on Local Streets Fund's Fund Balance 40,875

Estimated Ending Fund Balance June 30, 2020 \$ 59,732

350 CITY HALL DEBT FUND Estimated Beginning Fund Balance \$ 3,076

<u>Estimated Revenues</u>	<u>Adopted</u>
City Hall Debt Fund Estimated Revenue	88,743
	<u>88,743</u>

<u>Appropriations</u>	<u>Adopted</u>
General Government Activities 101-299	0
Public Safety Activities 301-399	0
Public Works Activities 400-799	0
Other Government Activities 800-999	89,480
	<u>89,480</u>

Effect on City Hall Debt Fund's Fund Balance (737)

Estimated Ending Fund Balance June 30, 2020 \$ 2,339

402 FIRE EQUIPMENT FUND Estimated Beginning Fund Balance \$ 1,194

<u>Estimated Revenues</u>	<u>Adopted</u>
Fire Equipment Replacement Fund Est Operating Rev.	75,010
	<u>75,010</u>

<u>Appropriations</u>	<u>Adopted</u>
General Government Activities 101-299	0
Public Safety Activities 301-399	0
Public Works Activities 400-799	0
Other Government Activities 800-999	0
	<u>0</u>
	0

Effect on Fire Equip Replacement Fund's Fund Balance 75,010

Estimated Ending Fund Balance June 30, 2020 \$ 76,204

590 WATER FUND Estimated Beginning Fund Balance \$ 5,906,411

<u>Estimated Revenues</u>	<u>Adopted</u>
Water Supply Fund Estimated Operating Revenue	2,227,795
	<u>2,227,795</u>

General Government Activities 101-299	140,465
Public Safety Activities 301-399	
Public Works Activities 400-799	2,292,462
Other Government Activities 800-999	61,916
	<u>2,494,843</u>
	<u>2,494,843</u>

Effect on Water Supply Fund's Fund Balance (267,048)

Estimated Ending Fund Balance June 30, 2020 \$ **5,639,363**

WATER FUND EXPENSES INCLUDE \$189,000 IN

DEPRECIATION

591 SEWER FUND Estimated Beginning Fund Balance \$ **7,651,097**

Estimated Revenues

Adopted

Sanitary Sewer Fund Estimated Operating Revenue	1,292,465
	<u>1,292,465</u>

Appropriations

Adopted

General Government Activities 101-299	140,746
Public Safety Activities 301-399	0
Public Works Activities 400-799	1,275,839
Other Government Activities 800-999	5,000
	<u>1,421,585</u>
	<u>1,421,585</u>

Effect on Sanitary Sewer Fund's Fund Balance (129,120)

Estimated Ending Fund Balance June 30, 2020 \$ **7,521,977**

SEWER FUND EXPENSES INCLUDE \$248,000 IN

DEPRECIATION

661 MOTOR POOL FUND Estimated Beginning Fund Balance \$ **407,271**

Estimated Revenues

Adopted

Motor Pool Fund Estimated Operating Revenue	154,115
	<u>154,115</u>

Appropriations

Adopted

General Government Activities 101-299	19,668
Public Safety Activities 301-399	0
Public Works Activities 400-799	188,598
Other Government Activities 800-999	9850

218,116
218,116

Effect on Motor Pool Fund's Fund Balance (64,000)

Estimated Ending Fund Balance June 30, 2020	\$ 343,271
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MOTOR POOL EXPENSES INCLUDE \$33,000 IN DEPRECIATION

865 SIDEWALKS FUND Estimated Beginning Fund Balance	\$ 389
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<u>Estimated Revenues</u>	<u>Adopted</u>
Sidewalk Fund Estimated Operating Revenue	1,000
Total Side Walk Fund Estimated Revenue	2,200

<u>Appropriations</u>	<u>Adopted</u>
General Government Activities 101-299	0
Public Safety Activities 301-399	0
Public Works Activities 400-799	2,200
Other Government Activities 800-999	0
Total Side Walk Fund Operating Appropriations	2,200

Effect on Side Walk Fund's Fund Balance 0

Estimated Ending Fund Balance June 30, 2020	\$ 389
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866 WEED FUND Estimated Beginning Fund Balance	\$ 39,800
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<u>Estimated Revenues</u>	<u>Adopted</u>
Weed Fund Estimated Operating Revenue	6,800
Total Weed Fund Estimated Revenue	6,800

<u>Appropriations</u>	<u>Adopted</u>
General Government Activities 101-299	40,100
Public Safety Activities 301-399	0
Public Works Activities 400-799	0
Other Government Activities 800-999	0
Total Weed Fund Operating Appropriations	40,100

Effect on Weed Fund Fund's Fund Balance (33,300)

Estimated Ending Fund Balance June 30, 2020	\$ 6,500
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Total Estimated Revenues	\$ 8,718,627
Total All Funds Appropriations	\$ 8,875,835

YES: Pinkston, Root, Cramer, Farmer, Gilbert, Hicks, Krueger.
NO: None. Motion Declared Carried.

**A RESOLUTION TO AMEND APPENDIX A OF THE CODE OF ORDINANCES BY ADDING
CONDITIONAL USES, CONSOLIDATING DISTRICTS BY USE, AND REFORMATING THE CODE**

Resolution No. 190610-06

(Carried)

Motion by Mayor Pro Tem Pinkston
Second by Councilmember Farmer

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, the city, in pursuing certification as a Redevelopment Ready Community, performed a zoning audit that revealed the need for incremental changes to the zoning ordinance and;

WHEREAS, the planning commission, with the assistance of staff, a professional planner, and input by the public, reviewed specific changes to the zoning ordinance at their regular meeting on June 4, 2019, and;

WHEREAS, the planning commission, at a public hearing at their meeting on June 4, 2019 and in reviewing the criteria in Zoning Ordinance Section 31.04, found the proposed zoning ordinance amendments to be in the best interest of the public.

THEREFORE, I MOVE the City of Swartz Creek ordains:

**CITY OF SWARTZ CREEK
ORDINANCE NO. 440**

An ordinance to amend the Code of Ordinances: Zoning Appendix A to remove and replaced certain sections, add new section for Conditional Uses, and sequence the code to reflect a new numbering configuration

THE CITY OF SWARTZ CREEK ORDAINS:

Section 1. Removal of Articles from Appendix A of the Code of Ordinances.

The City hereby removes Articles 4-8, 12-18, and 29 in their entirety.

Section 2. Addition of Article 4: Single-Family Residential to Appendix A of the Code of Ordinances.

The City hereby amends the code of ordinances to include a new Article 4 Single-Family Residential to read as follows:

ARTICLE 4, SINGLE-FAMILY RESIDENTIAL DISTRICT

Section 4.00. Intent.

City Council Packet The R-1 and R-2 districts are designed to be composed of low-density residential home development. The

regulations are intended to stabilize, protect and encourage the residential character of the district and prohibit activities not compatible with a residential neighborhood.

The R-3 district is designed to be primarily composed of the smallest residential lots. The regulations are intended to stabilize, protect and encourage the residential character of the existing neighborhood immediately surrounding downtown Swartz Creek. The retention and conservation of the residential neighborhood is vital to the long-term preservation, vitality and economic health of downtown. The residential lots and dwellings in the district are smaller than found elsewhere in the city.

Development is limited to one-family dwellings plus such other uses as schools, parks, churches and certain public facilities which serve residents of the district.

Section 4.01. Permitted Uses

In the Residential Districts, land, buildings, and other structures shall be used only for one (1) or more of the uses specified in the table below. Uses denoted by a “P” are permitted by right, whereas uses denoted by “CLU” are considered conditional land uses and uses denoted by a “SLU” are considered special land uses and may be approved by the Planning Commission subject to the applicable general and specific standards in *Article 22, Special Land Uses* and *Article 23, Conditional Land Uses*.

	R-1, Single Family	R-2, Single Family	R-3, Downtown Residential
Accessory Buildings, Structures, and Uses customarily incidental to the principle uses permitted by right	P	P	P
Accessory Dwelling Units	CLU		
Agriculture	CLU	CLU	CLU
Apartments in Single Family Home			P
Cemetery	CLU	CLU	CLU
Community centers	SLU	SLU	SLU
Detached single-family dwellings	P	P	P
	R-1, Single Family	R-2, Single Family	R-3, Downtown Residential
Essential public service buildings (no outdoor storage)	SLU	SLU	SLU
Expansion of Apartments within existing building	CLU	CLU	CLU
Family Day Care	SLU	SLU	SLU

Granny Flat/Accessory Dwelling Unit	CLU	CLU	CLU
Group Living (Adult and Child Residential Facilities)	SLU	SLU	SLU
Home Occupation	CLU	CLU	CLU
Manufactured Housing on Individual Lots (not part of a park, Section 20.20)		SLU	SLU
Nursing and Convalescent Care	SLU		
Nursing, Assisted Living	SLU	SLU	SLU
Parks (public and private)	SLU	SLU	SLU
Places of assembly, including places of worship (maximum of 499 seats)	SLU	SLU	SLU
Private Recreation	SLU	SLU	SLU
Private Swimming Club	SLU	SLU	SLU
Public Library	P	P	P
Public utilities	SLU		
School (public and private)	SLU	SLU	SLU
Small Inn/B&B			CLU

Section 4.02. Site development requirements.

All permitted, conditional and special uses are subject to the following setbacks, height, area, and lot dimensions are required as noted below:

District Regulations	R-1 Requirements	R-2 Requirements	R-3 Requirements
Minimum lot area	11,200 square feet	7,250 square feet	6,000 square feet
Minimum lot width	80 feet	65 feet	60 feet
Minimum front yard setback (a)	30 feet	25 feet	25 feet
Minimum side yard setback (b)	1. 10 feet (each side) 2. 20 feet (total both sides)	1. 5 feet each side 2. 10 feet combined	1. 5 feet each side 2. 10 feet combined
Minimum rear yard setback	35 feet	30 feet	35 feet
Maximum lot coverage for all buildings	35%	30%	35%
Maximum building height	1. 25 feet or 2. 2 stories	1. 25 feet or 2. 2 stories	1. 25 feet or 2. 2 stories
Minimum floor area per dwelling unit (c)	1,050 square feet	950 square feet	800 square feet

Footnotes to Table:

- a) *Front yards only.* An unenclosed porch may project into a required front yard a distance not to exceed six feet. The porch may be covered with an awning or other type of roof provided the awning or roof does not extend beyond the footprint of the porch. In no case shall the porch be nearer than ten feet to the front lot line. An uncovered stair, necessary landing and/or ramp may project a distance not to exceed 44 inches beyond the covered porch, but in no case may be nearer than ten feet to the front lot line.
- b) *Side yards only.* The side yard abutting upon a street shall not be less than the 25 feet. When there is a common rear yard abutting a side yard on an adjacent lot, the side yard abutting a street shall not be less than 25 feet.
- c) *Floor area of dwelling unit:* Where a single-family dwelling is constructed without a basement, an additional 100 square feet shall be added to the minimum required first floor area requirement to provide space for utilities such as, but not limited to: furnace, hot water tank, laundry tubs, incinerators, and the like.

Section 4.03. General development standards.

Buildings and uses in the Single-Family Residential District (R-1, R-2, and R-3) shall also be subject to all applicable standards and requirements set forth in this ordinance, including the following:

- a. Parking and off-street loading and unloading is required in accordance with *Article 18*.
- b. Exterior lighting is required in accordance with *Article 19*.
- c. Landscaping is required in accordance with *Article 20*.
- d. Site plan review is required in accordance with the requirements of *Article 21*.
- e. Signs are permitted in accordance with the city's sign ordinance, *Article 14*.

Section 3. Addition of Article 5: Multiple-Family Residential to Appendix A of the Code of Ordinances.

The City hereby amends the code of ordinances to include a new Article 5 Multiple-Family Residential to read as follows:

ARTICLE 5. MULTIPLE FAMILY RESIDENTIAL: R-4, TWO-FAMILY RESIDENTIAL DISTRICT and RM-1, MULTI FAMILY

Section 5.00 Intent.

The R-4 District is designed to provide sites for two-family dwelling structures, and related uses, which will generally serve as zones of transition between the Non-Residential Districts and the lower density Single-Family Residential Districts.

The RM-1 Multiple-Family Residential District is designed to provide sites for low-rise multiple-family dwelling structures, and related uses, which will generally serve as zones of transition between the non-residential districts and the Single-Family Residential Districts, and whose height limitations are generally *conducive* to single-family residential areas.

Section 5.01 Permitted Uses.

In the Residential Districts, land, buildings, and other structures shall be used only for one (1) or more of the uses specified in the table below. Uses denoted by a “P” are permitted by right, whereas uses denoted by “CLU” are considered conditional land uses and uses denoted by a “SLU” are considered special land uses and may be approved by the Planning Commission subject to the applicable general and specific standards in *Article 22, Special Land Uses* and *Article 23, Conditional Land Uses*.

	R-4, Two-Family	RM-1, Multi-Family
Accessory Building, Structures, and Uses, customarily incidental to the principle uses permitted by right	P	P
Cemetery	CLU	CLU

Cluster family dwelling units		P
Community centers	SLU	SLU
Detached single-family dwellings	P	P
Essential public service buildings (no outdoor storage)	SLU	SLU
Family Day Care	SLU	SLU
Golf Course (no range)		SLU
Group Living (Adult and Child Residential Facilities)	SLU	SLU
Home Occupation	CLU	CLU
Multi-family residential dwellings (apartment, senior community, row houses, similar multiple family residential)		P
Nursing, Assisted Living	SLU	SLU
	R-4, Two-Family	RM-1, Multi-Family
Parks (public and private)	SLU	SLU
Places of assembly, including places of worship (less than 250 seats)	SLU	SLU
Places of assembly, including places of worship (between 251-499 seats)	SLU	SLU
Private Recreation; pool; clubhouse	SLU	SLU
Public Library	P	P
School (public and private)	SLU	SLU
Two-family dwellings	P	P

Section 5.02. R-4 Site development requirements.

All permitted, special, and conditional land uses are subject to the following setbacks, height, area, and lot dimensions:

District Regulations	R-4 Requirements
Minimum lot area	8,000 square feet per unit
Minimum lot width	100 feet
Minimum front yard setback	30 feet ¹
Minimum side yard setback	10 feet ²

Minimum rear yard setback	35 feet
Maximum lot coverage for all buildings	35%
Maximum building height	1. 25 feet or 2. 2 stories
Minimum floor area per dwelling unit	³ 800 square feet

Footnotes to Table:

¹Front yards only. An unenclosed porch may project into a required front yard a distance not to exceed six feet. The porch may be covered with an awning or other type of roof provided the awning or roof does not extend beyond the footprint of the porch. In no case shall the porch be nearer than ten feet to the front lot line. An uncovered stair, necessary landing and/or ramp may project a distance not to exceed 44 inches beyond the covered porch, but in no case may be nearer than ten feet to the front lot line.

²Side yard. The side yard abutting upon a street shall not be less than 25 feet. When there is a common rear yard abutting a side yard on an adjacent lot, the side yard abutting a street shall not be less than 25 feet.

³Floor area of dwelling unit. Where a single-family dwelling is constructed without a basement, an additional 100 square feet shall be added to the minimum required first floor area requirement to provide space for utilities such as, but not limited to: furnace, hot water tank, laundry tubs, incinerators, and the like.

Section 5.03. RM-1 Site development requirements.

86-43 Multi-Family Residential (RM-1)

- a. All permitted, special, and conditional land uses are subject to the following setbacks, height, area, and lot dimensions.

RM-1	
Lot Size	
Minimum Area	7,200 sq. ft.
Setbacks¹	
Front yard (min.)	25 ft.
Side yard (min.)	
Least One	10 ft.
Total Two	25 ft.

Rear yard (min.)	35 ft.
Building Height	
Stories (max.)	3
Feet (max.)	35 ft.
Building Area	
Floor area per unit (min.)	Footnote ²
Lot Coverage	
Area of all buildings (max.)	30%

¹For the purpose of yard regulations, all multiple-family dwellings shall be considered as one building occupying one lot.

²The minimum floor area per dwelling unit shall be:

- a) Efficiency—500 square feet
- b) One-bedroom apartment—600 square feet
- c) Two-bedroom apartment—750 square feet
- d) Three-bedroom apartment—750 square feet. Plus, an additional 150 square feet for each additional bedroom.
- e) Not more than ten percent of the total number of units shall be of the efficiency type and in no instance shall the maximum density exceed 12 units per acre.

b. Yards: Front, side and rear yards relating to the spacing between buildings shall have the following minimum overall dimensions:

Building Relationship	Minimum Overall Distance Between Buildings (Exclusive of Parking Area)
Front to Side	50 feet
Front to Front	60 feet
Front to Rear	60 feet
Rear to Rear	60 feet
Rear to Side	45 feet

Side to Side	25 feet
Corner to Corner	25 feet

- c. Parking and Circulation:
 - 1. Parking may be permitted in 50 percent of the required rear yard provided that there shall be at least 15 feet of yard space between said parking area and the multiple-family building. Service drives shall have a width of at least 33 feet and shall not be located in any front yard.
 - 2. No multiple-family structure shall exceed 180 feet in length along any one face of the building.
- d. Height Exception: The Zoning Board of Appeals may modify the height requirements where unusual architectural features exist.

Section 5.04. General Development Standards.

Buildings and uses in the *R-4, Two Family* and *RM-1, Multiple-Family Residential District* shall also be subject to all applicable standards and requirements set forth in this ordinance, including the following:

- a. Parking and off-street loading and unloading is required in accordance with *Article 18*.
- b. Exterior lighting is required in accordance with *Article 19*.
- c. Landscaping is required in accordance with *Article 20*.
- d. Site plan review is required in accordance with the requirements of *Article 21*.
- e. Signs are permitted in accordance with the city's sign ordinance, *Article 14*.

Section 4. Addition of Article 8: Commercial Districts to Appendix A of the Code of Ordinances.

The City hereby amends the code of ordinances to include a new Article 8: Commercial Districts to read as follows:

ARTICLE 8. COMMERCIAL DISTRICTS

Section 8.00. - Intent.

The ***Neighborhood Business District*** is intended for the location of retail, service, and office enterprises serving a localized market area. It is intended that uses in this district serve the day to day needs of a neighborhood or group of neighborhoods. It is intended that structures in this district will generally be small in floor and site area.

The ***Central Business District*** is designed and intended to promote the development of a pedestrian oriented and accessible district in which a variety of retail, commercial, office, civic and residential uses are permitted. Each use shall be complementary to the stated function and purpose of the district and shall not have adverse impact upon adjacent street capacity and safety, utilities, and other city services.

The Central Business District is further designed and intended to:

- a. Encourage innovative, neo-traditional residential/mixed use developments.
- b. Extend greater opportunities for traditional community living, working, housing and recreation to all citizens and residents of the city.
- c. Encourage a more efficient use of land and of public services and to reflect changes in technology of land development, by directing new development in a traditional pattern of mixed use and varied housing types.
- d. Reduce the excessive sprawl of development and the segregation of land uses that cause unnecessary traffic congestion.
- e. Discourage the development of drive-through facilities, which contributes to traffic congestion.
- f. Discourage the development of separate off-street parking facilities for each individual use, and to encourage the development of off-street parking facilities designed to accommodate the needs of several individual uses.
- g. Prohibit uses that are disruptive to pedestrian activities and have as their principal function the sale and services of motor vehicles, such as at automobile service stations, auto parts retail stores, car washes, new and used motor vehicle sales or service establishments, drive-in restaurants and restaurants with drive-through facilities, businesses with drive-through facilities (such as but not limited to banks, credit unions, pharmacies, etc.).
- h. Promote the creation of urban places which are oriented to the pedestrian thereby promoting citizen security and social interaction.
- i. Promote developments where the physical, visual and spatial characteristics are established and reinforced through the consistent use of compatible urban design and architectural design elements. Such elements shall relate to the design characteristics of an individual structure or development to other existing and planned structures or developments in a harmonious manner, resulting in coherent overall development patterns and streetscape.
- j. Discourage commercial and business uses that create objectionable noise, glare or odors.
- k. Encourage development of an urban "Main Street" with mixed land uses and shared parking.

The **GBD, General Business District** is intended to accommodate commercial establishments that serve community-wide shopping and service needs, including motorists using I-69. These districts are intended to create cohesive commercial areas that provide convenient vehicular and pedestrian access between business in attractive settings, thereby ensuring safety, and discouraging undesirable strip commercial development.

Section 8.01 Permitted Uses.

In the Commercial Districts, land, buildings, and other structures shall be used only for one (1) or more of the uses specified in the table below. Uses denoted by a "P" are permitted by right, whereas uses denoted by "CLU" are considered conditional land uses and uses denoted by a "SLU" are considered special land uses and may be approved by the Planning Commission subject to the applicable general and specific standards in *Article 22, Special Land Uses* and *Article 23, Conditional Land Uses*.

	NBD, Neighborhood Business	CBD, Central Business	GBD, General Business
Accessory Buildings, Structures, and Uses customarily incidental to the principle uses permitted by right	P	P	P

Arcade		P	SLU
Automobile and vehicle dealerships			CLU
Automobile service stations			SLU
Automobile washes, automatic or self-service		CLU	CLU
Bank, Savings and Loan, Credit Union	P	P	P
Bars, taverns, lounges, micro-breweries, brewpubs	CLU	P	P
Boutique Hotel		P	
Cell Tower			SLU
Colleges and Vocational Schools	SLU	SLU	P
Commercial dog kennels			CLU
Community centers	P	P	P
Conference Center/Convention Center			SLU
Convenience Store	P	P	P
Day Care Center	SLU	SLU	P
Drive-through retail, service establishments, and drive-through restaurants		SLU	SLU
Dry cleaning and self-service laundries	P	P	P
Essential public service buildings (no outdoor storage)	P	P	P
Essential public service buildings (with outdoor storage)			SLU

	NBD, Neighborhood Business	CBD, Central Business	GBD, General Business
Existing Single and Multiple Family Homes in non-residential districts	P	P	SLU
Expansion of Apartments within existing building	SLU	CLU	
Funeral homes and mortuaries	SLU	CLU	CLU
Golf Course (no range)		SLU	P
Golf Course with range		SLU	SLU
Group Living (Adult and Child Residential Facilities)	SLU	SLU	
Hospital		SLU	P
Hotels and motels		SLU	SLU
Indoor Commercial Recreation (health club, handball, racquet ball, bowling, pool, billiards, tennis, batting, archery, soccer fields, indoor pool, ice arena)		SLU	SLU
Live-Work Units, Single Family		P	
Medical Offices (doctor, dentists, chiropractor and similar profession) greater than 15,000 sq. ft.			SLU
Medical Offices (doctor, dentists, chiropractor and similar profession) up to 15,000 sq.ft.	CLU	P	P
Mixed Use Residential	SLU	CLU	
Multiplex and outdoor theatres (drive-in theatres)			SLU
Multiple Attached Single Family Residential Units/ Townhouse/Rowhouse (<i>excludes Miller Road corridor</i>)		P	
Nursery/Garden Center			P
Nursing and Convalescent Care	SLU	SLU	SLU
Nursing, Assisted Living	SLU	SLU	SLU
Outdoor Recreation		CLU	CLU
Outdoor retail sales			CLU
Parks (public and private)	SLU	SLU	SLU
Personal and business services (beauty/barber, tailor, shoe repair)	P	P	P
Pet boarding and grooming facilities			CLU

	NBD, Neighborhood Business	CBD, Central Business	GBD, General Business
Pet Store	CLU	P	P
Places of assembly, including places of worship (greater than 500 seats)	SLU	SLU	CLU
Places of assembly, including places of worship (less than 250 seats)	SLU	P	P
Places of assembly, including places of worship (between 251-499 seats)	SLU	CLU	P
Private Club, Fraternal Organization, Lodge	CLU	CLU	P
Private Recreation			SLU
Professional Offices (Corporate, Lawyers, Architects, Engineers similar professions) greater than 15,000 sq. ft.			SLU
Professional Offices (Corporate, Lawyers, Architects, Engineers similar professions) up to 15,000 sq. ft.)	CLU	P	P
Public Library	P	P	P
Radio Station			SLU
Restaurant	P	P	P
Restaurant with Outdoor Seating/Cafe	CLU	CLU	CLU
Retail sales and services (grocery, drug store, clothing, hardware etc.)	P	P	P
Roadside Market			SLU
School (public and private)	SLU	SLU	SLU
Servicing and repairing of other types of motor vehicles, trailers and boats			SLU
Shopping Center (between 15,000 sq. ft. and 30,000 sq. ft.)			SLU
Shopping Center (greater than 30,000 sq. ft.)			SLU
Shopping Center (up to 15,000 sq. ft.)	P	P	P
Small Inn/B&B	SLU	SLU	SLU
Small Manufacturing and Processing establishments	CLU	CLU	P
Storage facilities/units			CLU
Studio, such as art, dance, health, music or other similar place of instruction	P	P	P
Upper floor residential dwellings	SLU	P	CLU

	NBD, Neighborhood Business	CBD, Central Business	GBD, General Business
Veterinary hospitals		CLU	CLU
Walk-Up Window Retail or Restaurant	CLU	CLU	P

8.02. - Site Development Requirements.

All permitted uses and special land uses are subject to the following setbacks, height, area, and lot dimensions are required as noted below:

District Regulations	NBD	CBD	GBD
Minimum lot area	----	----	----
Minimum lot width	----	----	----
Minimum front yard setback	5 feet	----	5 feet
Maximum front yard setback	----	5 feet	----
Minimum side yard setback	----	----	----
Minimum rear yard setback	20 feet	20 feet	20 feet
Maximum lot coverage for all buildings	0%	0%	0%
Maximum building height	30 feet or 2 stories	40 feet or 3 stories	30 feet or 2 stories

- a. No side yards are required along the interior side lot lines, except as otherwise specified in the Building Code.
- b. On the exterior side yard which borders on a residential district there shall be provided a side yard setback of not less than ten feet. If walls of structures facing such interior side lot lines contain windows, or other openings, side yards of not less than 15 feet shall be provided.
- c. Loading spaces shall be provided in the rear yard. Where an alley exists or is provided at the rear of the buildings, the rear setback and loading requirements may be computed from the center of said alley.
- d. The maximum percentage of coverage shall be determined by the use and the provisions of required off-street parking, loading and unloading and required yards.
- e. A wall or fence shall be provided on those sides of the property abutting land zoned for residential use in the CBD, Central Business District

- f. A minimum five-foot wide concrete sidewalk shall be provided within the road right-of-way for the entire frontage along a street.

- g. A minimum of five-foot wide greenbelt shall be provided adjacent to a residential district and no structures or off-street parking spaces shall be located within the greenbelt. Grade changes to the greenbelt area shall not be permitted unless the Planning Commission finds that improved screening of the highway service district could be accomplished by changing the grade. The greenbelt area shall be maintained by one of, or a combination of, the following, depending, upon the characteristics of the area:
 - 1. The greenbelt area shall be left in its natural state if, in the judgment of the Planning Commission, it would provide the best protection for the residential district and preservation of the natural setting. The Commission may require supplemental plantings, in accordance with the landscape design principles if it is necessary to provide adequate year-round screening.
 - 2. If sufficient vegetation does not exist in the greenbelt area or if, in the opinion of the Planning Commission, it would not survive or is not suitable for saving, a minimum four-foot high landscaped earth berm shall be constructed in the greenbelt area. Landscaping shall be carried out in accordance with Article 28, the landscape design principles adopted by the Planning Commission.
 - 3. In determining the proper buffering technique, the Planning Commission shall consider the effectiveness of the buffer in protecting the surrounding area and shall also consider the overall natural and manmade characteristics of the site. The construction of the wall shall be in accordance with Article 28.

Section 8.03. General Development Standards.

Buildings and uses in the *NBD, Neighborhood Business District, CBD, Central Business District, and GBD, General Business District* shall also be subject to all applicable standards and requirements set forth in this ordinance, including the following:

- a. Parking and off-street loading and unloading is required in accordance with *Article 18*.

- b. Exterior lighting is required in accordance with *Article 19*.

- c. Landscaping is required in accordance with *Article 20*.

- d. Site plan review is required in accordance with the requirements of *Article 21*.

- e. Signs are permitted in accordance with the city's sign ordinance, *Article 14*.

Section 5. Addition of Article 9: Office District to Appendix A of the Code of Ordinances.

The City hereby amends the code of ordinances to include a new Article 9 Office-District to read as follows:

ARTICLE 9. O-1 OFFICE DISTRICT

Section 9.00. Intent.

The O-1, Office District is intended to provide primarily for a community of business offices, professional offices, and research and related facilities. This area is further designed to insure the compatibility between the permitted and special uses and the existing character of the adjacent land uses.

Section 9.01. - Principle uses permitted.

In the Office District, land, buildings, and other structures shall be used only for one (1) or more of the uses specified in the table below. Uses denoted by a “P” are permitted by right, whereas uses denoted by “CLU” are considered conditional land uses and uses denoted by a “SLU” are considered special land uses and may be approved by the Planning Commission subject to the applicable general and specific standards in *Article 22, Special Land Uses* and *Article 23, Conditional Land Uses*.

Office District	
Accessory Buildings, Structures, and Uses customarily incidental to the principle uses permitted by right	P
Automobile and vehicle dealerships	CLU
Automobile washes, automatic or self-service	CLU
Banks; Credit Unions; Savings and Loans	P
Bars, taverns, lounges, micro-breweries, brew-pubs	CLU
Cell Tower	SLU
Colleges and Vocational Schools	P
Community centers	P
Conference Center/Convention Center	SLU
Day Care Center	P
Drive-through retail, service establishments, and drive-through restaurants	SLU
Golf Course (no range)	P

Golf Course with range	SLU
Hospital	P
Indoor Commercial Recreation (health club, handball, racquet ball, bowling, pool, billiards, tennis, batting, archery, soccer fields, indoor pool, ice arena)	CLU
Medical Offices (doctor, dentists, chiropractor and similar profession) greater than 15,000 sq. ft.	P
Medical Offices (doctor, dentists, chiropractor and similar profession) up to 15,000 sq.ft.	P
Multiplex and outdoor theatres (drive-in theatres)	SLU
Nursing, Assisted Living	SLU
Outdoor Recreation	CLU
Outdoor retail sales	
Parks (public and private)	SLU
Personal and business services (beauty/barber, tailor, show repair)	P
Pet boarding facilities	CLU
Places of assembly, including places of worship (greater than 500 seats)	P
Places of assembly, including places of worship (less than 250 seats)	P
Places of assembly, including places of worship (between 251-499 seats)	P
Private Club, Fraternal Organization, Lodge	CLU
Private Recreation	SLU
Professional Offices (Corporate, Lawyers, Architects, Engineers similar professions) greater than 15,000 sq. ft.	P
Professional Offices (Corporate, Lawyers, Architects, Engineers similar professions) up to 15,000 sq. ft.)	P
Public Library	P
Broadcast Station	SLU
Restaurant	P
Restaurant with Outdoor Seating/Cafe	CLU
Retail sales and services (grocery, drug store, clothing, hardware etc.)	P

School (public and private)	SLU
Shopping Center (up to 15,000 sq. ft.)	P
Show Rooms	SLU
Small Manufacturing and Processing establishments	CLU
Storage facilities/units	CLU
Studio, such as art, dance, health, music or other similar place of instruction	P

Section 9.02. Site development requirements.

All permitted uses and special land uses are subject to the following setbacks, height, area, and lot dimensions are required as noted below:

O-1 District Regulations	Requirements
Minimum lot area	2 acres
Minimum lot width	250 feet
Minimum front yard setback	40 feet
Minimum side yard setback	30 feet each side ¹ 60 feet combined ²
Minimum rear yard setback	30 feet
Maximum lot coverage for all buildings ^a	-
Height	25 feet or 2 stories

Footnotes:

¹The maximum percentage of coverage shall be determined by the use and the provisions of required off-street parking, loading and unloading and required yards.

²Off-street parking for visitors may be permitted within the required front yard provided that such off-street parking is not located within 30 feet of the front lot line. The zoning board of appeals may permit the front yard requirement to be reduced to not less than 20 feet for buildings constructed prior to the effective date of this ordinance, provided that minimum off street parking requirements can still be met.

- a) A minimum five-foot wide concrete sidewalk shall be provided within the road right-of-way for the entire frontage along a street.

- b) No yard shall be required along the interior side lot lines when said property line is adjacent to like use districts or to railroad rights-of-way. A 20-foot greenbelt shall be provided, in addition to five- to eight-foot completely obscuring wall, within the required yard area and adjacent to the property line, when O-1 Office uses abut residential districts.

Section 9.03. General development standards.

Buildings and uses in the O-1, Office District shall also be subject to all applicable standards and requirements set forth in this ordinance, including the following:

- a. Parking and off-street loading and unloading is required in accordance with *Article 18*.
- b. Exterior lighting is required in accordance with *Article 19*.
- c. Landscaping is required in accordance with *Article 20*.
- d. Site plan review is required in accordance with the requirements of *Article 21*.
- e. Signs are permitted in accordance with the city's sign ordinance, *Article 14*.

Section 6. Addition of Article 10: Industrial Districts to Appendix A of the Code of Ordinances.

The City hereby amends the code of ordinances to include a new Article 10 Industrial Districts to read as follows:

ARTICLE 10. INDUSTRIAL DISTRICT

Section 10.00. Intent.

The I-1, Light Industrial District is designed to primarily accommodate wholesale activities, warehousing, and industrial operations whose external, physical effects are restricted to the area of the district and will not affect in a detrimental way any of the surrounding districts. The I-2, Heavy Industrial District is established primarily for manufacturing, assembling and fabrication activities including large-scale or specialized industrial operations whose external physical effects will be felt to some degree by surrounding districts.

Section 10.01. Principal uses permitted.

In the Industrial Districts, land, buildings, and other structures shall be used only for one (1) or more of the uses specified in the table below. Uses denoted by a “P” are permitted by right, whereas uses denoted by “CLU” are considered conditional land uses and uses denoted by a “SLU” are considered special land uses and may be approved by the Planning Commission subject to the applicable general and specific standards in *Article 22, Special Land Uses* and *Article 23, Conditional Land Uses*.

Accessory Buildings, Structures, and Uses customarily incidental to the principle uses permitted by right	P
Adult Entertainment Regulated Uses	SLU
Any production, processing, cleaning, testing, repairing, storage and distribution of materials, goods, foodstuffs and products not involving a normal retail or service activity on the lot	P
Automobile and vehicle dealerships	P
Automobile service stations	P
Automobile washes, automatic or self-service	P
Building supply and equipment stores and yards	SLU
	I-1, Light Industrial
Cell Tower	SLU
Colleges and Vocational Schools	P
Conference Center/Convention Center	SLU
Contractor's establishments not engaging in any retail activities on the site	P
Crematorium	P
Drive-through retail, service establishments, and drive-through restaurants	SLU
Golf Course (no range)	P
Golf Course with range	P
Hospital	P
Indoor Commercial Recreation (health club, handball, racquet ball, bowling, pool, billiards, tennis, batting, archery, soccer fields, indoor pool, ice arena)	P
Nursery/Garden Center	P

Outdoor Recreation	P
Outdoor retail sales	P
Outdoor storage	CLU
Outdoor use	SLU
Pet boarding facilities	P
Places of assembly, including places of worship (greater than 500 seats)	P
Private Club, Fraternal Organization, Lodge	P
Radio Station and Television Broadcasting	SLU
Research and testing laboratories	P
	I-1, Light Industrial
School (public and private)	SLU
Servicing and repairing of other types of motor vehicles, trailers and boats	P
Showrooms	CLU
Stone cutting and monuments	CLU
Storage facilities/units	P
Studio, such as art, dance, health, music or other similar place of instruction	P
Veterinary hospitals	P

Section 10.02. Site development requirements.

All permitted uses and special land uses are subject to the following setbacks, height, area, and lot dimensions are required as noted below:

District Regulations	I-1 Requirements
Minimum lot area	----
Minimum lot width	----
Minimum front yard setback	50 feet

Minimum side yard setback	1. 50 feet (each side) and 2. 100 feet (total both sides)
Minimum rear yard setback	----
Maximum lot coverage for all buildings	----
Maximum building height	40 feet

- a. No side yards are required along the interior side lot lines that abut another property zoned for non-residential use, except as otherwise specified in the building code. On the exterior side yard which borders on a residential district or residential street there shall be provided a setback of not less than 50 feet. If walls of structures facing such interior side lot lines contain windows, or other openings, side yards of not less than 75 feet shall be provided.
- b. Loading space shall be provided in the rear yard in the ratio of at least ten square feet per front foot of building and shall be computed separately from the off-street parking requirements. Where an alley exists or is provided at the rear of the buildings, the rear setback and loading requirements may be computed from the center of said alley.
- c. A wall or fence shall be provided on those sides of the property abutting land zoned for residential use.
- d. The maximum percentage of coverage shall be determined by the use and the provisions of required off-street parking, loading and unloading and required yards.
- e. A minimum of five-foot wide greenbelt shall be provided adjacent to a residential district and no structures or off-street parking spaces shall be located within the greenbelt. Grade changes to the greenbelt area shall not be permitted unless the Planning Commission finds that improved screening of the Highway Service District could be accomplished by changing the grade. The greenbelt area shall be maintained by one of, or a combination of, the following, depending, upon the characteristics of the area:
 1. The greenbelt shall be left in its natural state if, in the judgment or the Planning Commission, it would provide the best protection for the residential district and preservation of the natural setting. The Commission may require supplemental plantings, in accordance with the landscape design principles if it is necessary to provide adequate year-round screening.
 2. If natural vegetation does not exist in the greenbelt area or if, in the opinion of the Planning Commission, it would not survive or is not suitable for saving, a minimum four-foot high landscaped earth berm shall be constructed in the greenbelt area. Landscaping shall be carried out in accordance with the landscape design principles adopted by the Planning Commission.
 3. In determining the proper buffering technique, the Planning Commission shall consider the effectiveness of the buffer in protecting the surrounding area and shall also consider the overall natural and manmade characteristics of the site.

- a) Parking shall be permitted in the front yard after recommended approval of the parking plan layout and points of access by the Planning Commission. The required front yard setback required by Planning Commission shall be measured from the nearest side of existing and or proposed right-of-way lines, whichever is greater.

Section 10.03. General development standards.

Buildings and uses in the *I-1, Light Industrial* shall also be subject to all applicable standards and requirements set forth in this ordinance, including the following:

- a. Parking and off-loading and unloading are required in accordance with *Article 18*.
- b. Exterior lighting is required in accordance with *Article 19*.
- c. Landscaping is required in accordance with *Article 20*.
- d. Site plan review is required in accordance with the requirements of *Article 21*.
- e. Signs are permitted in accordance with the city's sign ordinance, *Article 14*.

Section 7. Addition of Article 11: Condominiums to Appendix A of the Code of Ordinances.

The City hereby amends the code of ordinances to include a new Article 11 Condominiums to read as follows:

ARTICLE 11 - CONDOMINIUM DEVELOPMENT STANDARDS

Section 11.00 - Intent

The intent of this Article is to provide regulatory standards for condominiums and condominium subdivisions similar to those required for projects developed under other forms of ownership. This Article is not intended to prohibit or treat a proposed or existing condominium project different than a project or development under another form of ownership. New condominium projects and conversion condominium projects shall conform to the requirements of this ordinance and all other applicable regulations of the city and the Condominium Act, P.A. 59 of 1978, as amended. Each condominium project shall be reviewed in a manner consistent with like projects within the underlying zoning district. A site condominium project shall be considered equivalent to a platted subdivision for the purposes of enforcing the zoning, site and building requirements of the city. It is the intent to regulate site condominium projects and other condominium projects in a manner consistent with a traditional subdivision plat, except that the review procedures within the following sections shall apply and more closely align with the site plan review procedural requirements of *Section 21.05, Site Plan Review Process*, of the Code of Ordinances.

Section 11.01 - Application and Authority

The following review process shall apply to all condominium projects within the City:

- a. Concurrently with notice required to be given to the city pursuant to Section 71 of P.A. 59 of 1978, as amended (MCL 559.171) a person, firm, corporation or other legal entity intending to develop a condominium project shall file with the City Clerk the following information with respect to the

projects:

1. All names, address and telephone numbers of:
 - (a) The person, firm, corporation or other legal entity with an ownership interest in the land on which the project will be located together with a statement that the entity is an owner or land contract purchaser.
 - (b) All engineers, attorneys, architects, and licensed land surveyors involved in the condominium project.
 - (c) The developer or proprietor of the project.
 2. The legal description of the land including tax identification numbers.
 3. The total acreage.
 4. The intended use.
 5. The number of units to be developed.
 6. A copy of the proposed master deed.
- b. Condominium projects shall contain all information required by the Condominium Act.
- c. The information shall be filed with the Zoning Administrator at the time the information is filed with the City Clerk and shall be kept current.
- d. In addition to the requirements of this Article, any applicable requirements of Article 7, Planned Unit Development Standards, and Article 21, Site Plan Review, must be met.

Section 11.02 - Approval of Plans

All condominium plans must be approved by the Planning Commission following the same process identified for site plan review in the City of Swartz Creek Zoning Ordinance. In making determination, the Planning Commission shall consult with the Zoning Administrator, City planner, City attorney, and the City Engineer regarding the adequacy of the master deed, deed restrictions, utility systems, streets, project design and layout and compliance with the Condominium Act.

Section 11.03 - Streets and Necessary Easements

- a. Condominium projects shall comply with all public and private street requirements found in the *Swartz Creek Design Standards and Construction Specifications*. Streets in condominium developments which connect to public streets shall dedicate the project street to the public.
- b. The condominium plan shall include all necessary easements granted to the city for constructing, operating, inspecting, maintaining, repairing, altering, replacing and/or removing pipelines, mains, conduits and other installations of a similar character (hereinafter called public structures) for the purpose providing public utilities, including, but not limited to, conveyance of sewage, water and stormwater runoff across, through and under the property subject to such easement, and excavating and filling ditches and trenches necessary for the location of such structures.

Section 11.04 - Setbacks and Boundaries

- a. The setback requirements for condominium buildings shall be in accordance with the Site Development Requirements of the applicable zoning district, unless otherwise modified by the Planning Commission as part of planned unit development (PUD). Setbacks shall be measured from roadway easement lines. Distances between buildings shall be the required minimum yard

setback for the total of both sides.

- a. The relocation of boundaries as defined in *Section 148 of the Condominium Act* shall conform to all setback requirements of this chapter for the district in which the project is located, shall be submitted to the Planning Commission for review and approval and these requirements shall be made a part of the bylaws and recorded as part of the master deed.

Section 11.05 - Common Elements

After construction of a condominium unit, the undeveloped area of a unit site shall become a common element.

Section 11.06 - Encroachment

A condominium project shall not be constructed in a manner that intentionally creates an encroachment.

Section 11.07 - Subdivision and Amendment of Unit Sites

The subdivision and amendment of condominium unit sites is permitted with Planning Commission approval, contingent upon the submission of an amended master deed to determine the effect of the subdivision on conditions of zoning or site plan approval. All such approved changes shall be made as part of the bylaws and recorded as part of the master deed.

Section 11.08 - Conformance with Zoning Ordinance and Subdivision Regulations

All condominium project plans shall conform to the plan preparation requirements, design layout, and improvements standards as established in the *City of Swartz Creek Zoning Ordinance and Subdivision Regulations*.

Section 11.09 - Residential Recreational Area

Any residential condominium comprising twenty (20) or more lots or dwelling units, either as a single development or as a group of adjacent developments offered by a single proprietor, shall provide an active recreational area the equivalent of 1,000 square feet per unit. The City can consider acceptance of a financial contribution in lieu of providing said recreation area, with the funds to be used toward improvement of existing City recreation facilities in the area.

Section 11.10 - Water and Wastewater

The condominium project shall comply with and meet all Federal, State and County standards for a domestic water system and wastewater disposal.

Section 11.11 - Expansion and Conversion

Any expansion or conversion of a condominium project involving additional land and new phases must be approved by the Planning Commission.

Section 11.12 - Master Deed

The project developer shall furnish the Zoning Administrator with one (1) copy of the proposed consolidated master deed, one (1) copy of bylaws and two (2) copies of the proposed plans. The proposed plans shall be reviewed for compliance with this chapter and the *City Code of Ordinances* and to ensure

that an assessment mechanism has been included to guarantee adequate maintenance of common elements. Master deeds submitted to the city for review shall not permit contraction of the condominium (whereby co-owners can withdraw from the condominium and responsibility for maintenance of common elements) without re-submittal of the master deed to the city for review and approval. Fees for these reviews shall be established, from time to time, by resolution of the City Council.

Section 11.13 - As-Built Plan and Occupancy

Submission of an as-built plan of a condominium unit is required prior to occupancy. The Zoning Administrator may allow occupancy of the project before all improvements required are installed, provided that a bond is submitted to the City Clerk, sufficient in amount and type to provide for the installation of improvements, before the expiration of the temporary occupancy permit without expense to the City. The amount of the bond shall be determined by the City Engineer.

Section 11.14 - Final Bylaws, Consolidated Master Deed, and Site Plan

Upon approval of the development, a copy of the bylaws and consolidated master deed shall be furnished to the City. The site plan shall be provided in digital format meeting the requirements of the *Swartz Creek Design Standards and Construction Specifications*.

Section 11.15 - Compliance with Other Statutes and Ordinances

All condominium projects shall comply with Federal, State and City laws, statutes and ordinances.

Section 8. Addition of Article 21: Site Plan Review to Appendix A of the Code of Ordinances.

The City hereby amends the code of ordinances to include a new Article 21 Site Plan Review to read as follows:

ARTICLE 21. - SITE PLAN REVIEW

Section 21.00. - Intent and purpose.

The intent of this article is to establish the procedures and consistent standards for review and approval of site plans to ensure full compliance with the regulations in this ordinance and other applicable ordinances and state and federal regulations of development proposals. Site plan review standards are intended to encourage consultation and cooperation between the applicant and the city to balance the property owner's right to a reasonable rate of return on investment with the city's overall land use goals and desire to minimize adverse impacts on the investments of surrounding landowners. Therefore, these site plan review standards insure a thorough evaluation of a development in relation to the goals of the City of Swartz Creek Master Plan and the potential impacts on the environment, drainage, utilities, traffic, aesthetics, property values and other public health, safety and welfare issues.

This section also contains special provisions to evaluate impacts of particular uses and to allow administrative approval in certain cases where there is a change in use, a minor change to an existing site or a minor change determined necessary in the field during construction.

Section 21.01. - Relationship to platting and land divisions or combinations.

The Planning Commission shall require the platting of parcels of property and/or the approval of land divisions

or land combinations prior to the consideration of site plans where the Planning Commission determines a site plan is needed to ensure compliance with the standards of the zoning ordinance or other ordinances.

Section 21.02. - Uses requiring site plan review.

Except as specifically provided in section 21.02(d) the development of any new use, the construction of any new structures, any change of an existing use of land or site, and all other building or development activities in R-4, RM-1, NBD, GBD, CBD, PUD, PMSHDD, O-1, I-1 & I-2 Districts shall require site plan approval by the Planning Commission pursuant to the conditions of this article.

A building permit shall not be issued until a full site plan or sketch plan has been reviewed and approved in accordance with the procedures and standards set forth herein and all necessary review, inspection, and permit fees have been fully paid. The extent of site plan review for various types of projects is classified into three types in the Table of Eligible Uses and Required Review Process.

Uses Requiring Site Plan Review				
	Use or Activity	Requires Site Plan Review	Sketch Plan Review (Administrative Approval)	Exempt
a.	New construction of any non-residential or multiple-family development	✓		
b.	All special land uses in accordance with <i>Article 22, Special Land Uses</i>	✓		
c.	Site condominium developments	✓		
d.	Planned Unit Developments (PUDs) in accordance with <i>Article 7, Planned Unit Development Overlay Standards</i>	✓		
e.	Erection of a tower, antenna, or other communication facility; essential public service buildings and storage yards	✓		
f.	Co-location of a communication antenna upon an existing tower		✓	
g.	Adult and child residential care facilities including day-care centers, foster care homes, family day-care homes and group homes	In accordance with <i>Section 20.08 Adult and Child Care Facilities</i>		
h.	Home occupations		✓	
i.	Temporary uses, buildings, structures, and seasonal events.		✓	
j.	An increase in floor area of uses subject to site plan review up to 2,500 square feet or 10% of existing floor area, whichever is less		✓	

k.	Change in use to one permitted in zoning district and requires no significant changes to building footprint, parking, landscaping, lighting, signs, bikepaths or sidewalks		✓	
l.	Improvements to outdoor recreational uses and parks		✓	
m.	Expansion, replacing or alteration of landscaping areas consistent with this Article		✓	
n.	Improvements or installation of walls, fences, or lighting		✓	

Uses Requiring Site Plan Review

	Use or Activity	Requires Site Plan Review	Sketch Plan Review (Administrative Approval)	Exempt
o.	Alterations to off-street parking layout or installation of pavement or curbing improvements provided total number of spaces does not change the number of parking spaces by more than five percent (5%) or to meet various Federal, State, or Americans with Disabilities Act requirements and the construction plans and lot construction are approved by the appropriate City staff		✓	
p.	Construction or relocation of a commercial waste receptacle or enclosure		✓	
q.	Changes to facade, architectural features or wall signs (elevation plan showing changes and construction materials is required). Changes within the Downtown Development Authority (DDA) must adhere to the requirements set forth by the DDA		✓	
r.	Approved changes to utility systems		✓	
s.	Grading, excavation, filling, soil removal, creation of swimming pool, creation of ponds or tree clearing over 100 square feet		✓	
t.	Grading, excavation, filling, soil removal, creation of ponds, installation of a swimming pool or clearing of trees within an area of less than 100 square feet			✓
u.	Modifications to nonconforming uses, buildings or sites, including a change to a more conforming situation; modifications to nonconforming single-family dwelling units shall be in accordance with <i>Article 12 Non-Conforming Uses, Structures, and Lots</i>		✓	
v.	Modifications to upgrade a building to improve barrier free design, comply with Americans with Disabilities Act or other Federal, State or County regulations		✓	
w.	Construction or erection of permitted accessory buildings and structures accessory to a single- or two-family dwelling unit			✓

Uses Requiring Site Plan Review

	Use or Activity	Requires Site Plan Review	Sketch Plan Review (Administrative Approval)	Exempt
x.	Construction, reconstruction, erection and/or expansion of single-family or two-family dwelling on parcel zoned solely for residential purposes			✓
y.	Development regulated by the Land Division Act of 1997 (P.A. 112) and the <i>City of Swartz Creek Subdivision Control Ordinance</i>			✓
z.	Erection of essential public service local distribution lines			✓
aa.	Construction, erection or relocation of permitted accessory buildings and structures less than 100 square feet in area accessory to a multiple-family, commercial, office, essential service, municipal, or industrial use			✓
bb.	Keeping of animals as an accessory use without additional structures, except kennels			✓
cc.	Construction of accessory building or structure for the keeping of animals		✓	
dd.	Accessory outdoor display of general retail items as determined by the Building Official/Zoning Administrator		✓	
ee.	Internal construction or change in the floor plan for a conforming use that does not increase gross floor area, provided the construction cost over a 12-month period does not exceed 50% of the building SEV or affect parking requirements on a site			✓
ff.	Construction or erection of signs, antennas, cooling/heating or other mechanical equipment, telephone booth, newspaper boxes, or similar structures which conform to other City standards and where site plan review is not specifically required under other sections of this Article			✓
gg.	Any proposed building or use which does not qualify for sketch plan or exempt from any site plan review	✓		

Section 21.03. – Sketch plan review process.

- a. Intent: The intent of this section is to permit submittal of a limited site plan in certain specific instances where a complete site plan is not considered essential to ensure compliance with the intent and standards of this zoning ordinance.
- b. Procedure: The process for administrative approval shall involve submittal of a sketch plan and required application form and fee to the zoning administrator. The zoning administrator shall review the sketch plan to ensure compliance with standards of this ordinance and make a report to the Planning Commission.
- c. The zoning administrator retains the option to require a complete site plan for review by the Planning Commission, particularly for sites which do not comply with previously approved site plans, sites with parking deficiencies, sites abutting residential districts or sites experiencing problems with drainage, traffic, noise, aesthetics or other general health and safety issues. If a full site plan is required, the zoning administrator shall inform the applicant to submit a set of plans in accordance with section 21.06 of this ordinance within 14 days of receipt of the application.
- d. Requirements for a sketch plan: A sketch plan submittal shall include at least the following:
 1. Application form and review fee
 2. Name, address and telephone number of the applicant and the person(s) responsible for preparing the plot plan
 3. North arrow
 4. Legal description of the property
 5. The "sketch site plan" shall be drawn at an engineer's scale. Any building expansion over 500 square feet within a five-year period involving public safety issues, as determined by the zoning administrator shall require a professional seal of an architect, landscape architect, engineer or surveyor
 6. Property lines and dimensions
 7. Existing and proposed buildings and structures with dimensions, setbacks and details or elevations where appropriate
 8. Existing and proposed parking including number of spaces provided are required according to Article 26. If changes are made to the parking area, a detail of pavement, storm water runoff calculations and description of detention methods shall be provided
 9. Details on any new driveways or changes to existing driveways (radii, throat width, slope, boulevard design, etc.)
 10. Location of existing signs and details on any proposed changes or new signs

11. General illustrations of existing landscaping; location, size and species of any new landscaping
 12. Layout of any proposed changes to utilities
 13. Description of any proposed changes to drainage
 14. Floor plan of any new building area and building elevations, if applicable
- e. Any other items requested by city staff or the Planning Commission

Section 21.04. - Criteria for full site plan review.

The Planning Commission (and city council) shall review the site plan to ensure that it complies with all of the criteria below:

- a. The proposed use will not be injurious to the surrounding neighborhood. The location of buildings, outside storage receptacles, parking areas, fences or obscuring walls, and utility areas will minimize adverse effects of the proposed use for the occupants of that property and the tenants, owners, and occupants of surrounding properties.
- b. There is a proper relationship between major thoroughfares and proposed service drives, driveways, and parking areas to encourage the safety and convenience of pedestrian and vehicular traffic. The site plan includes the minimum number of driveways required to provide reasonable access. Driveways are spaced as far apart from intersections and other driveways as practical to reduce accident and congestion potential. Sharing with adjacent uses is encouraged. The Planning Commission may require a traffic impact study.
- c. The site plan provides for proper development of roads, easements, and public utilities and protects the general health, safety, and welfare of the city and its residents.
- d. Building architecture, materials, roof line, colors, windows and similar elements shall be consistent with the majority of other buildings in the city, as determined by the Planning Commission. Brick construction or brick trim, varying façade depths and peaked roofs, is encouraged. Stark white or bold colors and reflective glass are discouraged. The intent of this standard is to provide a harmonious, unified community to help create a sense of place and contribute to the image and quality of life in the city.
- e. The proposed site plan complies with all city codes and ordinances. Site plans for Mobile Home Park Districts shall comply with the preliminary plan requirements established in the Michigan Mobile Home Commission Acts.

Section 21.05. - Site plan review process.

- a. The city clerk shall refer the site plans to the city Planning Commission and after considering all information, the Planning Commission shall either approve, deny, or approve with conditions the site plan. Upon approval of the site plan by the Planning Commission, an application for a building permit shall be made by the petitioner in accordance with provisions of Article 21 of this ordinance.
- b. Upon approval of a site plan by the Planning Commission, construction consistent with said site plan shall be commenced within one year of the date said site plan was approved. In the event construction is not so commenced, said site plan approval shall become void and of no force and effect. Upon a site plan approval becoming void pursuant to the provisions, hereof no construction may commence upon said site unless and until the site plan approval process has been reinstated and completed. In such event all applicable fees shall be paid.
 1. The applicant shall submit the required number of copies of an application for site plan approval, site plans, and other information where applicable. The number of copies required will be determined by the zoning administrator. The applicant or the applicant's representative must be present at the scheduled reviews or the matter will be tabled.
 2. If the site plan is in order and contains the required information, the site plan shall be placed on the agenda of a regular or special Planning Commission meeting.
 3. The Planning Commission shall take final action on the site plan and special land uses.
 4. The Planning Commission, as a condition of its approval of a site plan, may require reasonable modifications relating to: the location, height, number of stories, and size of dwellings, buildings, and other structures; the area of the yards, courts, and other open spaces; and the sanitary, safety, and protective measures which shall be required for such dwellings, buildings, and structures; and any other changes to meet the standards and intent of this zoning ordinance and other ordinances, laws and regulations.
 5. For any approval with condition(s), the applicant shall submit a revised plan within 60 days illustrating compliance with all conditions for approval by the zoning administrator. No permits shall be issued until such revised plan is submitted and approved.
 6. The applicant shall be responsible for the cost of preparing all site plan submittal information and for the evaluation of the site plan and related documents by consultants selected by the city.

Section 21.06. - Application for full site plan review.

The detailed site plan presented for consideration shall contain all information required in this ordinance.

- a. *Application form.* An application form provided by the city and required fee established by resolution of the city council, shall include the following:
 1. Applicant's name, address and telephone/fax number(s)
 2. Name and address of property owner, if different from applicant
 3. Proof of property ownership

4. Common description of property and complete legal description including the tax identification number
 5. Dimensions of land and total acreage
 6. Existing zoning
 7. Proposed use of land and name of proposed development, if applicable
 8. Proposed buildings to be constructed, including square feet of gross floor area
 9. Anticipated number of employees at peak shift
 10. Names, addresses, and telephone/fax number(s) of engineers, attorneys, architects, and other professionals associated with the project
- b. *Site plan drawings and illustrations (fully dimensioned)*: Site plans shall contain all of the required data prior to approval of such plans by the city. Site plans shall consist of an overall plan for the entire development. Sheet size shall be at least 24-inch by 36-inch, with the plan view drawn to a scale of one (1) inch equals 50 feet for property less than three acres or one inch equals 100 feet for property of three or more acres.
- c. *Descriptive and identification data*. The following descriptive and identification information shall be included on all site plans:
1. Applicant's name, address and telephone/fax number(s)
 2. Title block indicating the name of the development
 3. Scale
 4. Northpoint
 5. Dates of submission and revisions (month, day, year)
 6. Location map drawn to scale with northpoint
 7. Legal and common description of property.
 8. The dimensions of all lots and property lines, showing the relationship of the site to abutting properties. If the site is a part of a larger parcel, the plan should indicate the boundaries of total land holding
 9. A schedule for completing the project, including the phasing or timing of all proposed developments
 10. Identification and seal of architect, engineer, land surveyor, or landscape architect who prepared plan
 11. Written description of proposed land use
 12. Zoning classification of applicant's parcel and all abutting parcels
 13. Proximity to driveways serving adjacent parcels
 14. Proximity to section corner and major thoroughfares
 15. Notation of any variances which have or must be secured
 16. Net acreage (minus rights-of-way) and total acreage, to the nearest one-tenth acre
- d. *Site data*.
1. Existing lot lines, building lines, structures, parking areas, and other improvements on the site and within 100 feet of the site
 2. Front, side, and rear setback dimensions

3. Topography on the site and within 100 feet of the site at two-foot contour intervals, referenced to a U.S.G.S. benchmark
4. Proposed site plan features, including buildings, roadway widths and names, and parking areas
5. Dimensions and centerlines of existing and proposed roads and road rights-of-way
6. Acceleration, deceleration, and passing lanes, where required
7. The proposed location and design of driveways providing vehicular ingress to and egress from the site, in relation to the street giving access to the site
8. The traffic circulation features and location of automobile parking areas within the site. The site plan should demonstrate features or improvements that will assure:
 - a) Safety and convenience of both vehicular and pedestrian traffic both within the site and in relation to access streets
 - b) Satisfactory and harmonious relationship between the development on the site and the existing and prospective development of contiguous land and adjacent neighborhoods
9. Typical cross-section of proposed roads and driveways
10. Location of existing drainage courses, floodplains, lakes and streams, with elevations
11. Location and dimensions of wetland areas. If deemed necessary because of site or soil conditions or because of the scope of the project, a detailed hydrology study may be required
12. Location of sidewalks within the site and within the right-of-way
13. Exterior lighting locations and method of shielding lights to prevent off-site glare
14. Trash receptacle locations and method of screening, if applicable
15. Transformer pad location and method of screening, if applicable
16. Parking spaces, typical dimensions of spaces, indication of total number of spaces, drives, and method of surfacing involving state and federal barrier-free requirements
17. Information needed to calculate required parking in accordance with zoning ordinance standards
18. The location of lawns and landscaped areas, including required landscaped greenbelts
19. Landscape plan, including location, size, type and quantity of proposed shrubs, trees and other live plant material
20. Location, sizes, and types of existing trees five inches or greater in diameter, measured at one foot off the ground, before and after proposed development.
21. Cross-section of proposed berms
22. Location and description of all easements for public right-of-way, utilities, access, shared access, and drainage
23. Designation of fire lanes
24. Loading/unloading area
25. The location of any outdoor storage of materials and the manner by which it will be screened
- 26.

e. Building and structure details.

1. Location, height, and outside dimensions of all proposed buildings or structures

2. Indication of the number of stores and number of commercial or office units contained in the building
3. Building floor plans
4. Total floor area (gross floor area and usable floor area)
5. Location, size, height, and lighting of all proposed signs
6. Proposed fences and walls, including typical cross-section and height above the ground on both sides
7. Building façade elevations, drawn to a scale of one inch equals four feet, or another scale approved by the zoning administrator and adequate to determine compliance with the requirements of this ordinance. Elevations of proposed buildings shall indicate type of building materials, proposed colors, roof design, projections, canopies, awnings and overhangs, screen walls and accessory buildings, and any outdoor or roof-located mechanical equipment, such as air conditioning units, heating units, and transformers
8. Samples of building materials and colors are required for review and approval by the Planning Commission

Section 21.07. - Optional preliminary site plan review.

The site plan approval process includes a review, at the option of the applicant, of a preliminary site plan by the Planning Commission. This option is recommended for site plans affecting over five acres, plans affecting locations designated in the City of Swartz Creek Master Plan as having significant natural features, sites containing floodplains or within the flood hazard zone, sites containing or potentially containing MDEQ designated/regulated wetlands, special land uses, complex industrial developments, redevelopment projects, and complex commercial developments. The review of a preliminary site plan allows and encourages exhaustive review, comment, and recommendation towards the conceptual and final approval of such projects.

Section 21.08. - Aesthetic review.

In addition to the specific design requirements for residential and nonresidential reviews, the Planning Commission and city council shall review and approve the design, construction and overall aesthetics of all new structures, including alterations and/or additions, which are subject to site plan review. The Planning Commission is to ensure that any such structure, alteration and/or addition complies with the purposes and intentions of the respective zoning district and its overlay district, if any. The Planning Commission is empowered to restrict the use of unacceptable construction methods and materials of any such structure, alteration and/or addition and shall strive to fulfill the aesthetic intentions of assuring compatibility of structures located within the district.

Section 21.09. - As-built drawings

- a. All projects within the city which go through site plan and/or construction plan review shall be required to submit record drawings. The drawings will need to be reviewed and approved by the city engineer or the city building official and zoning administrator prior to final acceptance of the project by the City of Swartz Creek.
- b. The initial submittals shall be of two sets of black line prints providing the applicable information shown on the checklist below. The minimum scale shall be one (1) inch equals 40 feet and shall bear the seal of a registered professional engineer or surveyor licensed to practice within the State of Michigan. All record lengths and elevations must be labeled as record.
- c. After the record drawings have been approved by the city engineer, the applicant shall submit two mylar copies of the approved drawings. A CD shall also be provided which contains a .pdf or other acceptable version of each sheet of the plan set with the following attributes:
 1. Locations shall be shown on the plans in state plane coordinates using the NAD83 Michigan South zone.
 2. Individual pipe sizes and structure types should be on separate layers.
 3. The scale shall be one (1) inch equals 40 feet unless otherwise approved by the city engineer or the city building official and zoning administrator.
 4. Annotation should be snapped to the mid-point of lines. Lines should be snapped to the center of structures.

Section 21.10. - Nonresidential design requirements.

The following design requirements for nonresidential buildings shall be applied during site plan review:

- a. *Exterior building design.*
 1. Buildings shall possess architectural variety, but enhance the overall cohesive community character. All buildings shall provide architectural features, details, and ornaments such as archways, colonnades, cornices, recesses, projections, wall insets, arcades, window display areas, peaked roof lines, or towers.
 2. Building walls and roofs over 50 feet in length shall be broken up with varying building lines, windows, gables, and/or architectural accents such as pilasters, columns, dormers, or awnings.
 3. Window area or spandrel glass shall make up at least 20 percent or more of the exterior wall area facing the principal street(s).
 4. In addition, a portion of the on-site landscaping shall abut the walls so that the vegetation combined with the architectural features significantly reduce the visual impact of the building mass as viewed from the street. Additional landscaping requirements of this ordinance must also be satisfied.
 5. Overhead doors shall not face a public street or Residential District. The Planning Commission can modify this requirement upon a determination that there is no reasonable alternative and the visual impact will be moderated through use of building materials, architectural features and landscaping beyond that required in Article 28 (Landscaping).

6. Additions to existing buildings must complement the current building design with regard to height, proportions, scale, materials, and spacing of openings.

b. Building materials.

1. Durable building materials which provide an attractive, quality appearance must be utilized.
2. New structure exteriors shall be predominantly (75 percent or more) constructed from quality materials such as earth-toned brick, native stone, and/or glass products. The Planning Commission may choose to allow distribution of coverage across all elevations evenly or to concentrate such coverage on more visible elevations, provided no elevation shall have less than 50 percent of its exterior constructed of such materials. Tinted/textured concrete masonry units may be used as accent materials on all sides and as a primary material on side and rear elevations.
3. Other materials such as smooth-faced concrete block, EIFS panels or pre-fabricated steel panels should only be used as accents and not dominate the building exterior of the structure.
4. Painted concrete block shall not be used as an exterior material on new buildings and only on additions to match the existing primary building.
5. Metal roofs may be allowed if deemed by the Planning Commission to be compatible with the overall architectural design of the building.

c. Building colors.

1. Exterior colors shall be of low reflectance, subtle, neutral, or earth tone colors. The use of high intensity colors such as neon, metallic, or fluorescent for the façade and/or roof of the building are prohibited except as approved by the Planning Commission for building trim.
2. The use of trademark colors not meeting this requirement must be approved by the Planning Commission.
3. Mechanical and service features such as gutters, ductwork, service doors, etc. that cannot be screened must be of a color that blends in with the color of the building.

d. Roof design.

1. Roofs should be designed to reduce the apparent exterior mass of a building, add visual interest, and be appropriate to the architectural style of the building.
2. Roofs shall have no less than two of the following features:
 - a) Parapets concealing flat roofs and rooftop equipment, such as HVAC units from public view. The average height of such parapets shall not exceed 15 percent of the height of the supporting wall and such parapets shall not at any point exceed one-third of the height of the supporting wall. Such parapets shall feature three-dimensional cornice treatment;
 - b) Overhanging eaves, extending no less than one foot past the support walls;
 - c) Sloping roofs that do not exceed the average height of the supporting walls, with an average slope greater than or equal to one foot of vertical rise for every three

feet of horizontal run and less than or equal to one foot of vertical rise for every one foot of horizontal run;

- d) Three or more roof slope planes.
- e) A specific architectural element proposed by the applicant's architect that is acceptable to the city planner and Planning Commission.

e. *Customer entrances.*

1. Each large retail establishment (15,000 square feet or more) on a site shall have clearly defined, highly visible customer entrances featuring no less than five of the following:
 - a) Canopies or porticos
 - b) Overhangs
 - c) Recesses/projections
 - d) Arcades
 - e) Raised corniced parapets over the door
 - f) Peaked roof forms
 - g) Arches
 - h) Outdoor patios
 - i) Display windows
 - j) Architectural details such as tile work and moldings which are integrated into the building structure and design
 - k) Integral planters or wing walls that incorporate landscaped areas and/or places for sitting
2. A specific architectural element proposed by the applicant's architect that is acceptable to the city planner and Planning Commission.
3. Where additional stores will be located in the large retail establishment, each such store may have at least one exterior customer entrance, which shall conform to the above requirements.

f. *Community amenities.* Community amenities such as patio/seating areas, water features, artwork or sculpture, clock towers, pedestrian plazas with park benches, or other features located adjacent to the primary entrance to the building(s) are highly encouraged and may be calculated as part of the landscaping requirement.

g. *Signs.* Signs shall be in accordance with the city's sign ordinance. All sign bases shall be constructed of materials compatible with the architecture of the building(s) located on the premises.

h. *Natural features.* Buildings shall be sited to protect existing natural areas such as steep natural grades, trees, significant groupings of healthy vegetation (shrubs and trees), and rock outcroppings. To the extent practical, these areas shall be incorporated into the overall site plan.

- i. *Building location and orientation.* New buildings in the CBD District shall have at least one principal building entrance oriented toward the front lot line.
- j. *Sidewalks.* All development shall include a provision for sidewalks, per City Code, within the site and within the right-of-way to provide connectivity between adjacent sites, the public realm, parking areas, and any other on-site amenities.
- k. *Outdoor Retail Display.* A sketch plan indicating the location and dimensions of any outdoor display must be submitted and approved by the Zoning Administrator prior to establishment of any such display. This will help ensure that said outdoor display will not interfere with approved access and circulation through the site nor create an unsightly situation. Palletized materials such as mulch, salt pellets, hunting bait, etc. shall only be allowed for display at the front of the building extending outward no more than ten (10) feet and shall not obstruct barrier-free access to the building. Under no circumstances shall said outdoor display block or interfere with vehicular driving lanes through the site. All sketch plans for outdoor display must be renewed annually with the City and does not include outdoor storage, which is a special land use under *Section 30.09(16), Special land use specific requirements*, of the ordinance.

Section 21.11. - Single-family dwelling design standards.

- a. *Intent.* This section is intended to establish regulations for the construction of new single-family dwellings zoned R-1, R-2, & R-3 including in-fill housing. The standards herein are intended to:
 - 1. Prevent grossly dissimilar dwellings which would adversely affect the value of dwellings in the surrounding area
 - 2. Prevent adverse effects on the desirability of an area to existing or prospective homeowners
 - 3. Ensure the stability of the environment
 - 4. Promote the most appropriate use of real estate
 - 5. Increase the opportunity to realize the development pattern envisioned in the Swartz Creek Community Master Plan

These regulations are based on the finding that the cohesiveness and character of the city's neighborhoods are significant factors in the city's quality of life, contribute to the distinct character in the various neighborhoods and help retain property values. These regulations further ensure new housing units are harmonious with the general character of the adjacent houses and the city overall and ensure a stable housing stock. While some level of diversity is desirable, these regulations are intended to ensure the design variation of new homes is similar to the level of variation in existing homes in the immediate area, or surrounding neighborhoods with similar densities for new residential projects. The standards shall not be construed to prohibit innovative design concepts involving such matters as solar energy, view, unique land contour, or relief from the common or standard designed home.

- b. *Applicability.* The regulations of this section shall apply to all new single-family home construction zoned R-1, R-2, & R-3. Major home expansions where the homeowner is expanding the footprint of the home by 40 percent or more shall comply with subsections 21.09.D.9, 21.09.D.10, and

21.09.D.11, in addition to required building codes, to ensure the resulting home continues to maintain the character of the neighborhood. The standards shall not apply to minor home expansions, interior remodeling, or to residences outside of the Single-Family Zoning Districts.

c. *Approval.* Compliance with these regulations shall be determined by the building and zoning administrator at the time the building permit is reviewed and shall be based on the standards of subsection d. below.

d. *Standards.*

1. Each such dwelling unit shall comply with all pertinent building and fire codes. Additionally, all dwellings shall meet or exceed all applicable roof snow load and strength requirements. Where there are conflicting applicable regulations, the more stringent shall apply.
2. All construction required herein shall be commenced only after a building permit has been obtained in accordance with the City Building Code and other building regulations.
3. Each such dwelling unit shall comply with the minimum standards listed throughout Appendix A for the Zoning District in which it is located, including minimum lot area, minimum lot width, minimum floor area, required setbacks and maximum building height.
4. Each dwelling unit shall be firmly attached to a permanent basement or crawl space foundation constructed on the site in accordance with the City Building Code.
5. The dwelling shall have an attached structure of equal workmanship as the dwelling unit, designed for the parking and storage of vehicles. Said structure shall be functionally and aesthetically compatible in design and appearance with other residences in the surrounding area as defined in subsection 12. below. When attached to a mobile home, modular home, pre-fabricated home or pre-constructed home, said structure shall comply with all requirements of the Michigan Building Code relative to grade separation and fire restrictive requirements.
6. Each such dwelling unit shall contain a storage area equal to ten percent of the square footage of the dwelling or 100 square feet, whichever shall be less. This storage area shall consist of a basement, attic or in a separate detached accessory structure that complies with the standards of this section regarding accessory buildings and structures. The intent of these standards is to limit the extent of outdoor storage.
7. The roof shall have a minimum 4:12 pitch and with a drainage system that will collect and concentrate the discharge of storm water or snow away from the sides of the dwelling. The roof shall have wood shake, asphalt, or other acceptable shingles. A roof overhang of not less than six inches on all sides shall be provided, or alternatively with window sills or roof drainage systems concentrating roof drainage at collection points along the sides of the dwelling.
8. A minimum of two exterior doors shall be provided with the second one being in either the rear or side of the dwelling. All dwelling units shall be oriented toward the public right-of-way such that the façade that faces the street contains a door,

windows, and other architectural features customary to the front façade of a residence.

9. The width across any front, side or rear elevation shall be a minimum of 24 feet and comply in all respects with the City Building Code.
10. In-fill housing or development on vacant lots in an existing platted subdivision shall consider the gross floor area and lot coverage of surrounding homes to ensure compatibility. The gross floor area and lot coverage of the proposed dwelling shall be at least 90 percent and no more than 135 percent of the average square footage of constructed single-family dwellings within 500 feet, up to the boundary of the existing neighborhood, of the subject dwelling unit, with measurements made from the edge of the street.
11. In-fill housing or development on vacant lots in an existing platted subdivision shall maintain a consistent front building line along the street. The front yard setback of the proposed dwelling shall be no less than 90 percent and no more than 135 percent of the average established front yard setback of other single-family dwelling unit within 500 feet, up to the boundary of the existing neighborhood, of the subject dwelling unit, with measurements made from the edge of the street.
12. Building appearance for all new single-family dwelling unit construction shall be aesthetically compatible in design and appearance with other residences in the surrounding area.
 - a) Definitions for what constitutes the surrounding area are as follows:
 - i. For new single-family neighborhood development (in the form of a new subdivision plat or new site condominium project), the surrounding area is defined as the nearest existing neighborhoods with similar densities.
 - ii. For in-fill housing development where there are one or a few isolated sites being developed within the existing neighborhood (in the form of an existing lot of record or recent land division), surrounding area shall be defined as within 500 feet, up to the boundary of the existing neighborhood, of the subject dwelling unit; with measurements made from the edge of the lot in each direction, including the opposite side of the street.
 - b) The determination shall be made by the building and zoning administrator and in considering similarity and compatibility with the surrounding area the following features must be considered in order to meet this requirement:
 - i. Exterior building material used on the proposed dwelling
 - ii. Roof style
 - iii. The design and position of windows
 - iv. Front entry design (presence of porches, front door location, etc.)
 - v. Garage style and design
 - c) If the building and zoning administrator cannot reach a determination on architectural compatibility, the application shall be forwarded to the Planning Commission for review and final action.
13. Appeal: An applicant may appeal the decision of either the building and zoning administrator or the Planning Commission to the zoning board of appeals. The city

shall provide written notification of denial at the last address of record. A written application for an appeal hearing before the zoning board of appeals shall be filed with the office of the building and zoning administrator within 15 calendar days of the receipt of the notice of denial.

14. Exceptions: The foregoing standards shall not apply to a mobile home located in a licensed mobile home park except to the extent required by state or federal law or otherwise specifically required in this ordinance and pertaining to such parks.

Section 9. Addition of Article 23: Conditional Uses to Appendix A of the Code of Ordinances.

The City hereby amends the code of ordinances to include a new Article 23 Conditional Uses to read as follows:

ARTICLE 23: CONDITIONAL LAND USES

Section 23.00 Intent

The intent of this Article is to provide standards for Conditional Land Uses, which are uses with specific conditions that if met, make the use permitted by right. These conditions are intended to minimize potential negative impacts to other surrounding land uses that could arise due to operations of the particular use. This Article provides standards for the Zoning Administrator or Planning Commission, depending upon the site plan review requirements, to review and determine if the conditions have been met.

Section 23.01 Standards for Approval

- a. Prior to approving a Conditional Land Use, the Zoning Administrator shall require that the proposed use meets all requirements and standards. If all requirements and standards are met a Conditional Land Use permit is granted.
- b. Properties for which application for conditional land use approval is made shall also be concurrent with, and subject to, site plan review in accordance with the requirements of ARTICLE 29, SITE PLAN REVIEW. Failure to obtain site plan approval will constitute denial of the approved conditional land use.

Section 23.02 Requirements and Standards of Approval

- a. The requirements to permit the conditional use shall remain unchanged.
- b. The Building Official shall make periodic investigations of the conditional land use to ensure continued compliance with all requirements and standards imposed by this Article. Noncompliance with the requirements for the conditional land use shall constitute grounds for the Zoning Administrator to terminate the approval.

Section 23.03 Validity of Conditional Land Use Approval

by a Conditional Land Use and site plan approval has not commenced within eighteen (18) months, and a written application for extension of the approval has not been filed as provided below, the approval shall automatically become null and void and all rights thereunder shall terminate.

- b. Upon written application filed prior to the termination of the eighteen (18) month period, the Zoning Administrator may authorize a single extension of the time limit for a further period of not more than eighteen (18) months. Such extension shall only be granted based on evidence from the applicant that the development has a reasonable likelihood of commencing construction within the eighteen (18) month extension.
- c. The granting of a conditional land use shall allow that particular use to be conforming in the zoning district, if the standards of this Article are maintained.

Section 23.04 Conditional Land Use Specific Requirements

Conditional Land Uses, because of their unique character and potential impacts on adjacent properties and the City, require additional specific requirements. Such uses are listed below with specific standards and regulations that must be met. The following are Conditional Land Uses with specific site and/or use standards which are described on the following pages:

- a. Land Uses with Conditional Requirements
 1. Accessory Dwelling Unit/Granny Flat (Section 23.04.b)
 2. Auto washes, automatic or self-service (Section 23.04.c)
 3. Automobile or vehicle dealerships (Section 23.04.d)
 4. Bars, taverns, lounges, microbreweries (accessory), and brewpubs (Section 23.04.e)
 5. Cemetery (Section 23.04.f)
 6. Equine and Stables (Section 23.04.g)
 7. Expansion of Apartment within an Existing Building (Section 23.04.h)
 8. Funeral homes and mortuary establishments (Section 23-04.i)
 9. Home Occupation (Section 23.04.j)
 10. Kennels (Section 23.04.k)
 11. Mini- or self-storage warehouses (Section 23.04.l)
 12. Indoor Commercial Recreation (Section 23.04.m)
 13. Outdoor Recreation (Section 23.04.n)
 14. Outdoor retail display and sales, (Section 23.04.o)
 15. Private Club, Fraternal Organization, Lodge (Section 23.04.p)
 16. Pet boarding facilities (Section 23.04.q)
 17. Places of Assembly (Section 23.04.r)
 18. Restaurants with a pick-up (Section 23.04.s)
 19. Small Inn/B&B (Section 23.04.t)
 20. Small Manufacturing Establishments (Section 23.04.u)
 21. Upper Floor Residential Dwellings (Section 23.04.v)
 22. Veterinary Hospitals (Section 23.04.w)

b. Accessory Dwelling Units

Definition. An accessory dwelling unit (ADU) is a smaller, secondary home on the same lot as the

primary dwelling. ADUs are independently habitable and provide the basic requirements of shelter, heating, cooking, and sanitation. There are two types of ADUs:

- a) Garden cottages are detached structures. Examples include converted garages or new construction.
 - b) Accessory suites are attached to or part of the primary dwelling. Examples include converted living space, attached garages, basements or attics; additions; or a combination thereof.
2. **Eligibility.** An ADU may be added to a house on any residentially zoned lot.
 3. **Utilities.** Utilities for ADU must be connected to the house on the parcel and may not have a separate meter or be billed separately.
 4. **Number.** One ADU is permitted per residentially zoned lot.
 5. **Creation.** An ADU may be created through new construction, conversion of an existing structure, addition to an existing structure, or conversion of a qualifying existing house to a garden cottage while simultaneously constructing a new primary dwelling on the site.
 6. **Density.** ADUs are exempt from the residential density standards of this code.
 7. **Approval.** Applications for ADUs must meet the following criteria.
 - a) The applicant must demonstrate that the ADU complies with all development and design standards of this section.
 - b) The applicant must demonstrate that the proposed modifications comply with applicable building and fire safety codes.
 8. **Occupancy and Use.** Occupancy and use standards for an ADU shall be the same as those applicable to a primary dwelling on the same site.
 9. **Design.** Design standards for ADUs are stated in this section. If not addressed in this section, base zone development standards apply.
 - a) All ADUs (accessory suites and garden cottages) must meet the following requirements:
 - 1) **Size.** An ADU may be no more than 600 square feet or the size of the primary dwelling, whichever is less
 10. **Parking.** No additional parking is required for an ADU. Existing required parking for the primary dwelling must be maintained or replaced on-site.
 11. **Exterior finish materials.** Exterior finish materials must visually match in type, size and placement, the exterior finish materials of the primary dwelling.
 12. **Roof pitch.** The roof pitch must be the same as the predominant roof pitch of the primary dwelling.
 13. **Windows.** If the street-facing façade of the ADU is visible from the street, its windows must match, in proportion and orientation, the windows of the primary dwelling.
 14. **Eaves.** If the primary dwelling has eaves, the ADU must have eaves that project the same distance from the building. If the primary dwelling does not have eaves, no eaves are required for the ADU.
 15. **Accessory suites** must meet the following additional requirements:
 - a) **Location of entrances.** Only one entrance may be located on the facade of the primary dwelling facing the street, unless the primary dwelling contained additional entrances before the accessory suite was created. An exception to this regulation is entrances that do not have access from the ground such as entrances from balconies or decks.
 - b) **Exterior stairs.** Fire escapes or exterior stairs for access to an upper level accessory suite shall not be located on the front of the primary dwelling.
 - c) **Garden cottages** must meet the following additional requirements:
 - 1) **Height.** The maximum height allowed for a garden cottage is the lesser of [20-25] feet or the height of the primary dwelling.
 16. **Setbacks.** Garden cottages must be located at least six feet behind the primary dwelling, unless the garden cottage is in an existing detached structure that does not meet this standard.
 17. **Building coverage.** The building coverage of a garden cottage may not be larger than the building coverage of the primary dwelling.

18. **Yard setbacks.** No portion of an existing building that encroaches within a required yard setback may be converted to or used as a garden cottage unless the building complies with setback exemptions (i.e. for garages, properties abutting alleys...) available elsewhere in the code.
19. **Exemptions.** Garden cottages are eligible for either of the following exemptions:
 - a) Design compatibility. Exceptions may be granted for garden cottages that:
 - 1) Are under 500 square feet and under 18' average height, or
 - 2) Meet Community Design Standards, defined elsewhere in the code.
20. **Alteration.** If a garden cottage is proposed for an existing detached accessory structure that does not meet one or more of the above standards, the structure is exempt from the standard(s) it does not meet. Alterations that would move the structure out of conformance with standards it does meet are not allowed. If any floor area is added to a detached accessory structure, the entire structure must meet the standards of sections h. Through u. above.

c. Automobile Washes, Automatic or Self-service

1. Only one (1) ingress/egress driveway shall be permitted on any single street.
2. Where adjoining property zoned or used as residential, a decorative masonry wall six (6) feet in height shall be erected along any common lot line. Such wall shall be continuously maintained in good condition. The City may approve a fence, landscaped berm, or landscaping as an alternative.
3. All washing facilities shall be within a completely enclosed building. Self-service facilities may be within a partially enclosed building.
4. Vacuuming and drying may be located outside the building but shall not be in the required front yard and shall be set back at least fifty (50) feet from any Residential District. Such areas shall be screened with obscuring landscaping as determined by the Planning Commission.
5. Adequate stacking space shall be provided in accordance with the requirements of Article 18, Off-Street Parking and Loading Standards. Stacking spaces shall not be permitted in the public right-of-way.

d. Automobile or Vehicle Dealerships

1. Outdoor storage of automobiles or vehicles for sale shall not be permitted in any required front or side yard.
2. All parking, display and outdoor storage areas shall be paved with a permanent and durable surface. Curbing around all parking, display and storage areas shall be provided.
3. Any use involving the maintenance, service, or repair of vehicles shall also meet the standards for automobile repair and/or service establishments.
4. Exterior lighting shall be fully shielded and directed downward to prevent off-site glare. The intensity within a site shall not exceed twenty (20) footcandles within the site or one (1) footcandle at the property line, except where it abuts a residentially used or zoned site, whereby a maximum of ten (10) footcandles and 0.5 footcandles is permitted for vehicle storage areas.
5. Flags, banners, streamers, and inflatables of any kind shall not be permitted unless approved by the Planning Commission.

e. Bars, Taverns, Lounges, Microbreweries (Accessory), and Brewpubs

1. The principal building shall be setback at least one hundred (100) feet from a Residential District (does not apply in the CBD, Central Business District).
2. Noise shall not be a nuisance outside of the building, in accordance with Section 20.04, Performance Standards, and other City ordinances.

f. Cemetery (Section 23.04.e)

1. The principal access shall be on an arterial or collector street.

2. Ingress and egress shall be designed to minimize traffic.
 3. In a residential district or abutting a residential district, appropriate landscaping and screening shall be installed and consistent with abutting residential uses.
- g. **Equine and Stables** (Section 23.04.f)
1. All buildings/accessory structures used in housing equine shall not be situated closer than 100 feet to any lot line of public right-of-way.
 2. Accessory structure may not exceed 1,500 square feet in gross floor area.
- h. **Expansion of Apartment within an Existing Building** (Section 23.04.g)
1. A single-family residence in a multiple family or commercial district may be subdivided into no more than three (3) apartments.
 2. One (1) unit shall be occupied by the property owner.
 3. The single-family residence shall have a minimum gross floor area of 2,000 square feet.
 4. The total aggregate number of occupants in the residence may not exceed six (six).
 5. All parking shall be provided off-street.
 6. If additional entrances to house are created, the entrance shall not be located on a wall of the house that faces the street.
 7. All applicable Building, Fire, and Safety codes must be met.
- i. **Funeral homes and mortuary establishments** (Section 23-04.h)
1. Minimum lot area shall be one (1) acre and minimum lot width shall be one hundred fifty (150) feet.
 2. An off-street vehicle assembly area shall be provided to be used in support of funeral processions and activities. This area shall be in addition to the required off-street parking and its related maneuvering area.
- j. **Home Occupation** (Section 23.04.i)
1. All home occupations must comply, and remain in continuous compliance with, the following standards:
 - a) A home occupation permit must be obtained from the City and include a floor plan indicating the area(s) within the house where the home occupation will be conducted.
 - b) No person, other than members of the family residing in the dwelling, shall be engaged in the conduct of the home occupation.
 - c) The use of the dwelling for the home occupation shall be clearly accessory, incidental, and subordinate to its use for residential purposes, and not more than twenty percent (25%) of the gross floor area of the dwelling shall be used for the conduct of the home occupation.
 - d) There shall be no change in the outside appearance of the dwelling or any other visible evidence of the conduct of the home occupation.
 - e) There shall be no signs on any structure, in the windows or anywhere on the property.
 - f) Traffic generated by the home occupation shall not be greater than would normally be expected in a residential neighborhood, or no more than an average of ten (10) vehicular trips per day.
 - g) The home occupation shall be conducted entirely within the confines of the dwelling and shall not take place in a garage or accessory structure.
 - h) There shall be no sale of products or service on the premises where the home occupation is located. A retail showroom, sales area, outlet, or similar facility is prohibited as is outdoor display of goods.
 - i) Any necessary parking spaces for vehicles generated by the conduct of the home occupation shall be provided on the site in a normal driveway, but not within any required yard.
 - j) No equipment or process shall be used in the home occupation which creates noise, vibration, glare, fumes, or odors detectable to the normal senses off the premises.

the home occupation is located. In addition, no equipment or process shall be used in the home occupation which causes visual or audible interference in any radio or television receivers off the premises or causes fluctuation in the line voltage off the premises.

k. Kennels

1. For kennels housing dogs, the minimum lot size shall be two (2) acres for the first three (3) dogs and an additional one-third (1/3) acre for each one (1) additional dog.
2. Buildings wherein dogs are kept, dog runs, and/or exercise areas shall not be located closer than one hundred fifty (150) feet to any lot line and two hundred (200) feet from any road right-of-way.
3. Such facilities shall be subject to other conditions and requirements necessary to ensure against the occurrence of any possible nuisance (i.e., fencing, soundproofing, sanitary requirements).
4. All enclosures for breeding, rearing, shelter, or other uses in connection with harboring of animals, shall be hard surfaces and provided with proper drain
5. A kennel may be permitted as an accessory use to a veterinary office, clinic, or hospital. Such accessory use shall be subject only to the special land use standards of the veterinary use.

l. Mini- or Self Storage

1. Warehouses Minimum lot size shall be three (3) acres.
2. Minimum building and parking setbacks shall be fifty (50) feet from any public street right-of-way line, fifty (50) feet from any residential district and twenty-five (25) feet from any nonresidential zoning district.
3. The front yard visible from a public right-of-way and any side or rear yards adjacent to residential districts shall include wrought iron or similar decorative fencing and landscaping as determined by the Planning Commission.
4. The storage units shall be screened from all abutting properties using landscaping and/or walls.
5. Building design and materials shall be compatible with the existing and intended character of the area. Building facades facing a right-of-way must consist of decorative split face block or brick, as approved by the Planning Commission. All roofs must be pitched.
6. No storage unit doors shall face a public right-of-way. Walls, fences, and landscaping as determined by the Planning Commission may be utilized to obscure views of doors from the public right-of-way.
7. All storage shall be completely within enclosed buildings or structures, unless a separate special land use approval is granted for commercial outdoor storage on the premises, in accordance with Article 22, Special Land Uses.

m. Indoor Commercial Recreation

1. Access shall be from an arterial or collector street.

2. All uses, activities, or operations shall be conducted entirely inside the building.
3. All doors and windows shall always remain closed. Ventilation shall be via an HVAC system.
4. When adjacent to a residential district:
5. Hours of operation shall be limited to 6:00 a.m. to 11:00 p.m.
6. Exterior lighting should be shut off during non-business hours, except for security lighting.

n. Outdoor Dining

1. Outdoor dining may be allowed only as conditionally approved accessory to otherwise allowed restaurants, subject to the following requirements:
 - a) Outside of public right of way or on easements for public use. Outdoor dining is allowed by permit, between April 1 and October 31 subject to approval by the Zoning Administrator, when located outside of public rights-of-way or easements for public use and comply with the following:
 - 1) Additional signage shall not be permitted.
 - 2) There shall be no outdoor preparation of food or beverages.
 - 3) Confirmation of appropriate liquor licenses shall be submitted to the City, if proposed. (Outdoor dining areas in the public right of way or on an easement for public use, must apply and receive an outdoor dining permit. Outdoor dining permits must be re- applied for every six (6) months.
 - 4) Pedestrian circulation and access to the building entrance shall not be impaired. A minimum sidewalk width of five (5) feet along the curb and leading to the entrance to the establishment must be maintained free of tables, chairs, and other encumbrances. The seating in an outdoor dining area must be accessible to people with disabilities. Americans with Disabilities Act (ADA) accessibility requirements must be met within the outdoor dining area. Five percent, or at least one, of the seating spaces in the outdoor café area must be accessible to people with disabilities. An accessible route connecting the outdoor dining area, the business entrance, and the restrooms must be provided.
 - 5) The seating area on the public sidewalk shall only be limited to the area directly in front of the permitted restaurant use to which the seating area is accessory and shall not extend into adjoining sites. Seating may also be permitted within the front, side and rear yard area of the lot.
 - 6) The seating area shall be kept free of debris and litter. Written procedures for cleaning and trash containment and removal must be submitted.
 - 7) Tables, chairs, umbrellas, canopies, planters, waste receptacles, and other street furniture shall be compatible with the architectural character of the principal building.
 - 8) Outdoor dining, including any canopies or covers associated with such dining, shall be permitted within the required setback. Said canopies or covers may be affixed to the ground.
 - 9) Except as provided above, all fixtures and furnishings in the outdoor dining area including, but not limited to, tables, chairs, bar, server stations, and sources of heat shall be portable and not affixed to the

ground, building, or other permanent structures. Permanent railings or fences may be permitted only where and to the extent that the building code requires an affixed fence for safety purposes. Permanent attachment of railings must be approved by the Building Department and permit emergency egress.

- 10) The hours of operation of outdoor dining shall not extend past the normal operating hours of the main use, the restaurant.
- 11) Outdoor dining located inside or rear yards, abutting or across from a residential district, shall not operate before 9 am or after 11 pm.
- 12) No sound or audio or video entertainment, including but not limited to television or radio playing of music and/or sports events, may be piped into, or played so as to be visible or audible from the outdoor dining area before 9 am or after 11 pm on Fridays and Saturdays and before 9 am or after 10 pm on Sundays through Thursdays.
- 13) Outdoor amplification is not permitted.
- 14) Outdoor dining areas shall not have permanent fixtures, tables or seating.
- 15) Tables, seating, barriers, and other furniture may be required to be removed at the end of every business day, if identified as a condition of the outdoor dining permit.
- 16) Heating is permitted in outdoor dining areas. Heaters must be portable and be removed at the end of every business day.
- 17) Outdoor grills are not permitted in outdoor dining areas.
- 18) Outdoor dining areas shall follow any other applicable zoning regulations, such as signs, etc.
- 19) Outdoor cafés provide an alternative to sitting inside but are not intended to be permanent expansions of a restaurant's capacity.
- 20) Additional signage may not be permitted.
- 21) Lighting in the outdoor dining area must meet lighting standards as specified in Article 27.
- 22) Requests for outdoor dining shall include submission of a sketch plan to determine compliance with the above requirements. The request may be administratively approved by the Zoning Administrator and Building Department. At the time of approval, a performance guarantee is required that provides liability coverage in an amount determined by the City.
- 23) Outdoor Dining on Private Property
 - i. Outdoor dining is allowed by permit subject to approval by the Zoning Administrator.
 - ii. Permanent fences or barriers may be installed where safety is a concern or where such permanence is required by building code. They shall be shown on all applications and permits.
 - iii. The hours of operation of outdoor dining shall not extend past the normal operating hours of the main use, the restaurant.
 - iv. Outdoor dining located inside or rear yards, abutting or across from a residential district, shall not operate before 9 am or after

11 pm.

- v. No sound or audio or video entertainment, including but not limited to television or radio playing of music and/or sports events, may be piped into, or played so as to be visible or audible from the outdoor dining area before 9 am or after 11 pm on Fridays and Saturdays and before 9 am or after 10 pm on Sundays through Thursdays.
- vi. The seating in an outdoor dining area must be accessible to people with disabilities. Americans with Disabilities Act (ADA) accessibility requirements must be met within the outdoor dining area. Five percent, or at least one, of the seating spaces in the outdoor dining area must be accessible to people with disabilities. An accessible route connecting the outdoor dining area, the business entrance, and the restrooms must be provided
- vii. Lighting in the outdoor dining area must meet lighting standards as specified in Article 19.

o. Outdoor Recreation

1. A photometric plan and sports illumination plan shall be submitted for review including the following:
 - a) Light pole height (not to exceed 20 feet)
 - b) Lighting type with max lighting levels
 - c) Light fixture details with either full cut off or directionally shielded lights
 - d) Location of light poles on fields, court, and parking
2. The applicant shall provide curfew hours for use of facilities and lighting.
3. Footcandles may not exceed 1 footcandle at the property line (measured three (3) feet above grade.)

p. Outdoor retail display and sales

1. Unless accessory to an approved retail business, an enclosed building of at least five hundred (500) square feet of gross floor area for office and sales use is required.
2. Displays shall be placed against the front wall of the principal building and shall not extend more than 36 inches from the building façade; provided that where there is a pedestrian sidewalk in front of the display, it shall remain unobstructed for a continuous width of at least 48 inches.
3. Displays shall be no taller than five feet high and shall not be longer than 20 feet or the length of the store's façade, whichever is less.
4. Displays shall not interfere with fire lanes.
5. The merchandise displayed must be offered for sale on the premises in front of which it is displayed.
6. Palletized materials such as mulch, salt pellets, hunting bait, etc. shall not be displayed.
7. A sketch plan indicating the location and dimensions of the outdoor display must be submitted and approved by the City prior to any outdoor display. Any outdoor display shall always comply with the sketch plan or site plan approved by the City.

q. Private Club, Fraternal Organization, Lodge

1. Building shall be set back a minimum of 50 feet from any residential district.
2. All activities other than parking and loading/unloading shall be conducted within an enclosed building.

r. Pet Boarding Facilities

1. Except for the outdoor play area, the facilities must be in a building with the pet boarding and any ancillary services being the only uses.
2. The lot shall be at least two (2) acres in size.
3. Up to 5% of the floor area may be used for accessory retail sales.
4. Adequate traffic circulation must be provided on-site to accommodate the frequent pickup and drop-off of animals for the facility.
5. An outdoor play area is allowed with the following restrictions:
 - a) Any outdoor play area shall not be any closer than one-hundred fifty (150) feet from a residential zoning district.
 - b) Any outdoor play area shall be in the interior side yard or rear yard.
 - c) A maximum eight (8) foot high fence enclosure is required around the play area and surface must be easy to maintain.
6. All animal waste shall be removed from the outdoor play area daily and disposed of in a sanitary manner.
7. Pets shall not be permitted to remain outdoors overnight.

s. Restaurants with a pick-up window

1. All containers shall be made of recyclable materials; Styrofoam and similar petroleum-based material containers shall be prohibited.
2. Trash receptacles shall be provided and maintained on the property.
3. All signs placed on the building shall be mounted flat against the building; and interior signs visible to patrons through glass or an opening shall not exceed twenty percent (25%) of that area. Temporary signs indicating whether the establishment is "open" or "closed" for the season shall be permitted in accordance with Article 14 Signs.
4. Outdoor seating may be provided when meeting the requirements of Section 102-34, Outdoor Seating for Restaurants and Cafes.
5. Months and hours of operation shall be provided as part of the conditional land use application.

t. Small Inn/B&B

1. Not more than two (2) bedrooms may be devoted to the small inn/B&B use.
2. Inn/B&B must be owner occupied.
3. Food service is limited to breakfast for those purchasing lodging.
4. One additional parking space per guest room is required (in addition to standard two (2) spaces per single family residence).
5. Accessory Dwelling Units (ADUs) may not be used as a small inn or B&B.
6. One building mounted wall sign, not exceeding five (5) square feet is permitted. Free standing signs are prohibited.
7. All state, local fire, sanitation, food service provisions requirements must be met.

u. Small Manufacturing Establishments

1. In the Central Business District Permitted by right, subject to the following:
 - a) Establishment occupies less than 1,500 square feet and has not more than 10 employees.
 - b) May not include bulk storage of flammable materials.
 - c) Storage of materials/production must be completely within a closed building.
 - d) The emission of odor or noise must be mitigated.
 - e) Must have an accessory retail use or another component that provides direct interaction with the public.
 - f) Must have windows along street frontage that allow pedestrians to view manufacturing process.
 - g) Must have a public entrance directly from the street.
2. In the General Business District Permitted by right, subject to the following:
 - a) Establishment occupies less than 3,000 square feet and has not more than 20 employees.
 - b) May not include bulk storage of flammable materials.
 - c) Storage of materials/production must be completely within a closed building.
 - d) The emission of odor or noise must be mitigated.
 - e) Must have an accessory retail use or another component that provides direct interaction with the public

v. Upper Floor Residential Dwellings

1. Parking for residential units shall be off street and within 500 feet.
2. Separate access shall be provided to each unit from the street.

w. Veterinary Hospitals

1. Such facilities shall be used only for domesticated animals. Treatment or boarding of non- domesticated, wild, exotic, or vicious animals shall not be permitted.
2. The principal buildings or structures shall be set back at least seventy-five (75) feet from the front property line; and at least two hundred (200) feet from any property line abutting a Residential District or use on the same side of the street, and at least seventy-five (75) feet from all other property lines.
3. Parking lots shall be set back at least fifty (50) feet from a Residential District or use and shall be screened by a wall at least four (4) feet high with landscaping on the exterior side of the wall. The Planning Commission may permit a landscaped berm or dense landscape buffer as an alternative to the wall.
4. All principal use activities shall be conducted within a totally enclosed principal building; no outdoor animal enclosures or runs are permitted unless a separate special land use has been approved for a kennel under Section 23.04(k), Kennels, or Pet Boarding Facility under Section 23.04(r).
5. Any indoor boarding shall be limited to that incidental to treatment or surgery unless the use has also been approved as a kennel or pet boarding facility.
6. Such facilities shall be subject to other conditions and requirements necessary to ensure against the occurrence of any possible nuisance (i.e., fencing, soundproofing, sanitary requirements).

All waste disposal shall meet the requirements of the Health Department of the State of Michigan.

Section 10. Amendment of Zoning Appendix A Table of Contents of the Code of Ordinances.

The City hereby amends the code of ordinances to include a revised Table of Contents and related sequence configuration for the Zoning Appendix A as follows:

Zoning Ordinance Table of Contents

- ARTICLE 1. - INTENT
- ARTICLE 2. - DEFINITIONS
- ARTICLE 3. - ZONING DISTRICTS AND MAP
- ARTICLE 4. - SINGLE-FAMILY RESIDENTIAL DISTRICTS
- ARTICLE 5. - MULTIPLE-FAMILY RESIDENTIAL DISTRICTS
- ARTICLE 6. - PMSHDD PLANNED MANUFACTURED SENIORS HOUSING DEVELOPMENT DISTRICT
- ARTICLE 7. - PUD, PLANNED UNIT DEVELOPMENT DISTRICT
- ARTICLE 8. - COMMERCIAL DISTRICTS
- ARTICLE 9. - O-1 OFFICE DISTRICT
- ARTICLE 10. - I-1, LIGHT INDUSTRIAL DISTRICT
- ARTICLE 11. - CONDOMINIUMS
- ARTICLE 12. - NON-CONFORMING LOTS, USES, BUILDINGS AND STRUCTURES
- ARTICLE 13. - GENERAL PROVISIONS
- ARTICLE 14. - SIGN REGULATIONS
- ARTICLE 15. - ZONING BOARD OF APPEALS
- ARTICLE 16. - FLOOD HAZARD AREAS
- ARTICLE 17. - ACCESS MANAGEMENT AND DRIVEWAY STANDARDS
- ARTICLE 18. - OFF-STREET PARKING AND LOADING/UNLOADING REQUIREMENTS
- ARTICLE 19. - LIGHTING STANDARDS
- ARTICLE 20. - LANDSCAPING
- ARTICLE 21. - SITE PLAN REVIEW
- ARTICLE 22. - SPECIAL LAND USES
- ARTICLE 23. - CONDITIONAL LAND USES
- ARTICLE 24. - ORDINANCE AMENDMENTS AND CONDITIONAL REZONING AGREEMENTS
- ARTICLE 25. - ADMINISTRATION AND ENFORCEMENT

Section 11. Amendment of Zoning Appendix A: Article 3 of the Code of Ordinances.

The City hereby amends the code of ordinances to include the Combined Use

Reference Table for the Zoning Appendix A as follows:

Section 3.05. - Districts.

For the purpose of this ordinance, the City of Swartz Creek is hereby regulating land uses into the districts as follows:

	Single Family	Single Family	Downtown Residential	Two-Family	Multi-Family	Planned Manufactured Senior Housing (Article 10)	Planned Unit Development	Neighborhood Business	Central Business	General Business	Office	Light Industrial
Residential	R-1	R-2	R-3	R-4	RM-1	PMSHDD	PUD	NBD	CBD	GBD	O-1	I-1
Accessory Buildings and Uses, customary to Residential uses permitted by right	P	P	P	P	P							
Accessory Dwelling Units	CLU											
Attached Single-Family houses							P					
Cluster family dwelling units					P		P					
Detached single-family dwellings	P	P	P	P	P	P	P					
Existing Single and Multiple Family Homes in non-residential districts								P	P	SLU		
Expansion of Apartments within existing building	CLU	CLU	CLU					SLU	CLU			
Family Day Care	SLU	SLU	SLU	SLU	SLU							
Granny Flat	CLU	CLU	CLU									
Group Living (Adult and Child Residential Facilities)	SLU	SLU	SLU	SLU	SLU			SLU	SLU			
Home Occupation	CLU	CLU	CLU	CLU	CLU							
Live/work units, single family									P	CLU		
Manufactured Housing						P						
Manufactured Housing on Individual Lots (not part of a park)		SLU	SLU									
Mixed Use Residential								SLU	CLU			
Multi-family residential dwellings (apartment, senior community, row houses, similar multiple family residential)					P		P					
Multiple Attached Single Family Residential (Townhouse, Rowhouse)					P			P	P (excludes Miller Road corridor)			
Nursing, Assisted Living	SLU	SLU	SLU	SLU	SLU			SLU	SLU	SLU	SLU	
Two-family dwellings				P	P		P					
Upper floor residential dwellings								SLU	P	CLU		
Commercial	R-1	R-2	R-3	R-4	RM-1	PMSHDD	PUD	NBD	CBD	GBD	O-1	I-1
Accessory Buildings and Uses, customary to Commercial uses permitted by right							CLU	P	P	P	P	
Bank, Savings and Loan, Credit Union							CLU	P	P	P	CLU	
Bars, taverns, lounges, micro-breweries, brew-pubs							SLU	P	P	P	P	
Book stores										SLU		
Boutique Hotel										SLU		
Convenience Store							SLU	CLU	CLU	P		
Crematorium							CLU	P	P	P		
Day Care Center									SLU	SLU	P	SLU
Drive-through retail, service establishments and drive-through restaurants, except drive-in theaters								P	P	P	P	
Drive-through retail, service establishments, and drive-through restaurants							CLU	P	P	P	SLU	P
Funeral homes and mortuaries							SLU	SLU	SLU	P	P	
Hotels and motels								SLU	CLU	CLU		
Household and family service businesses, such as household equipment servicing (except automobile), laundries, dry cleaners and similar establishments									SLU	SLU		
Limited commercial*			P					SLU	SLU	SLU		
Nursery/Garden Center									P	P		
Nursing and Convalescent Care	SLU											P
Outdoor advertising which exclusively advertises a retail								CLU	CLU	P	CLU	
Outdoor retail sales										SLU	SLU	
Pet Store										CLU		P

Places of Assembly, including places of worship								CLU	P	P	CLU	
Restaurant							SLU	P	P	P	P	
Roadside Market							SLU	CLU	CLU	CLU	CLU	
Sec. 34-113. "In addition to the C-1 neighborhood commercial zoning districts, the planning commission may authorize the establishment and construction in residential districts..."								P	P	P		
Second-hand or antique stores										P		P
Shopping Center (between 15,000 sq. ft. and 30,000 sq. ft.)										SLU		
Shopping Center (greater than 30,000 sq. ft.)								SLU	SLU	SLU		
Shopping Center (up to 15,000 sq. ft.)												SLU
Small Inn/B&B	CLU	CLU	CLU					CLU			P	

Section 12. Effective date.

This Ordinance shall take effect twenty (20) days following publication.

At a regular meeting of the City Council of Swartz Creek held on the 10th day of June, 2019, Councilmember Pinkston moved for adoption of the ordinance and Councilmember Farmer supported the motion.

The Mayor declared the ordinance adopted.

David Krueger
Mayor

Connie Eskew
Clerk

CERTIFICATION

The foregoing is a true copy of Ordinance No. 440 which was enacted by the Swartz Creek City Council at a regular meeting held on the June 10th day of June, 2019.

Connie Eskew
City Clerk

Discussion Ensued.

YES: Root, Cramer, Farmer, Hicks, Krueger, Pinkston.
NO: Gilbert. Motion Declared Carried.

RESOLUTION TO APPROVE THE SITE PLAN FOR THE BREWER CONDOMINIUM

Resolution No. 190610-07

(Carried)

Motion by Councilmember Root
Second by Councilmember Cramer

WHEREAS, the city received a proposal to construct 15 condominium townhomes on two parcels of land zoned CBD, those parcels being 58-35-576-001, 002, and;

WHEREAS, the project is a permitted use within the CBD and requires a full site plan review, and;

WHEREAS, the planning commission, in reviewing the application materials and review criteria in Zoning Ordinance Sections 8, 18, 20, & 26-29, among other sections, finds the proposed site plan meets the intent of the zoning ordinance and recommended approval at their meeting on June 4, 2019, and;

WHEREAS, the city council finds that the site plan meets all other general and specific standards applicable if the following conditions are met:

1. Transfer of the property, less the fire pit, to the developer conditioned upon filing of a final master deed

NOW, BE IT RESOLVED that the Swartz Creek City Council hereby approves the site plan and preliminary condominium master deed, as included in the June 10, 2019 city council packet, subject to the conditions in this resolution.

Discussion Ensued.

YES: Cramer, Farmer, Hicks, Krueger, Pinkston, Root.
NO: Gilbert. Motion Declared Carried.

RESOLUTION TO APPROVE A DRAFT PURCHASE AND DEVELOPMENT AGREEMENT FOR PROPERTY OWNED BY THE CITY

Resolution No. 190610-08

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Farmer

WHEREAS, the city owns two lots of the Supervisors Plat located on the northwest corner of Morrish Road and Paul Fortino Drive, PID's 58-35-576-001 & 58-35-576-002; and

WHEREAS, the community has been engaged in finding a preferred option for the permanent use of these parcels; and

WHEREAS, the Downtown Development Authority, in working with the public and other city commission and staff, finds that downtown housing is a feasible use that would further the vision of a small community, vibrant downtown; and

WHEREAS, the DDA conceived and planned for the use of the site with the help of a professional architect and subsequently invited developers to proceed with partnering in the development of the site; and

WHEREAS, RBF Construction presented themselves as the only local developer with capacity and a desire to meet the expectations of the DDA; and

WHEREAS, the DDA and RBF then jointly proceeded to detail site plan and architectural renderings, eventually recommending approval to the planning commission in early 2019; and

WHEREAS, RBF then submitted a site plan that was approved by the city on June 10, 2019; and

WHEREAS, the city desires to transfer the property to RBF Construction, with conditions, so development of the site may commence; and

WHEREAS, the city has been working with RBF on determining the total project scope, available incentives, and cost as competing terms in finalizing a sale value.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek City Council authorizes the City Manager, in consultation with the city attorney, to complete and execute the purchase agreement as included in the June 10, 2019 city council packet, including a provision for the requisite public inspection period contingency.

BE IT FURTHER RESOLVED, the sale instrument shall be made available to the general public, for a period of not less than 30 days, in accordance with the City's Land Sale Policy of April 28, 2014.

BE IT FURTHER RESOLVED, the purchase agreement shall be reviewed by the city council subsequent to the review period.

Discussion Ensued.

YES: Farmer, Hicks, Krueger, Pinkston, Root, Cramer.

NO: Gilbert. Motion Declared Carried.

Break

8:37 p.m. to 8:48 p.m.

RESOLUTION TO AMEND 5K FOOT RACE STREET PERMIT

Resolution No. 190610-09

(Carried)

Motion by Councilmember Farmer
Second by Councilmember Cramer

WHEREAS, the Swartz Creek Community Schools is a recognized not-for profit entity that operates in Swartz Creek; and

WHEREAS, the Swartz Creek High School Student Council proposes to amend the date and time of a 5k color run road race that will be centered in Winchester Village from Saturday, May 18, 2019, beginning at 5:00 p.m., to Tuesday, September 17th, 2019 at 6: 00 p.m.; and

WHEREAS, the City Council finds this organization and the event to be beneficial to the public and in good standing; and

WHEREAS, the Metro Police Department of Genesee County has reviewed and administratively approved street usage for this event.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek hereby approves the application for a street usage permit to conduct a 5 kilometer foot road race on Tuesday, September 17, 2019, 6:00 p.m. – 7:30 p.m., applicant: the Swartz Creek High School Student Council, as represented by the Swartz Creek Community School District, in the care of Principal Kitchen, race to be held in Winchester Village Subdivision, in accordance with the application submitted, under the direction and control of the Chief of Police and contingent upon the provision of valid insurance listing the City of Swartz Creek as an additionally insured party.

YES: Gilbert, Hicks, Krueger, Pinkston, Root, Cramer, Farmer.
NO: None. Motion Declared Carried.

RESOLUTION TO ACQUIRE TAX REVERTED PROPERTY FROM GENESEE COUNTY TREASURER

Resolution No. 190610-10

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Farmer

WHEREAS, on June 10, at public meetings, the Swartz Creek City Council reviewed the staff recommendation to acquire a specific parcel listed as Genesee County Treasurers' tax reverted property currently under foreclosure; and,

WHEREAS, the property for which there is a public purpose includes:

Young Drive, Parcel ID Number 58-03-531-132; and,

WHEREAS, the City Council finds that a public purpose exists for the acquisition of the vacant property, located on Young, that purpose being the control of development in an area known to have unresolved drainage issues, with the potential for this site to be used for storm water detention or related purposes; and,

WHEREAS, the County Treasurers' Office requires certain conditions and stipulations relative to the acquisition of tax reverted properties by local units of government,

NOW, THEREFORE, I Move the City of Swartz Creek enter into an agreement with the Genesee County Treasurers' Office, and further, direct the Mayor David Krueger and City Clerk Connie Eskew to execute the agreement on behalf of the City, agreement as follows:

**NOTICE TO GENESEE COUNTY TREASURER DEBORAH L. CHERRY, THE
FORECLOSING GOVERNMENTAL UNIT, OF ELECTION TO PURCHASE
FORECLOSED PROPERTY**

The City of Swartz Creek hereby notifies Deborah L. Cherry, Genesee County Treasurer and Genesee County Foreclosing Governmental Unit, that it intends to purchase property described as parcel number 58-03-531-132, also known as vacant land Young Drive, which property is located in Swartz Creek, Michigan, for a public purpose. The purchase price is \$978.22, which amount is the minimum bid as that term is defined in MCL 211.78m (11) as well as a \$30.00 deed recording fee.

The public purpose for which the property is being purchased is:

Blight prevention and neighborhood enhancement thus advancing neighborhood stabilization. Specifically a potential site for storm water retention to eliminate drainage issues in this development area.

The City of Swartz Creek agrees that this Notice will be filed with the Genesee County Register of Deeds and that the City of Swartz Creek will notify the Foreclosing Governmental Unit at least seven days before the event if it ever sells or transfers to a third party all or any part of the above described property. Further, the City of Swartz Creek understands and agrees that if it should ever sell the purchased property above described for an amount in excess of the minimum bid and all costs incurred relating to demolition, renovation, improvements, or infrastructure development, the excess amount shall be returned to the Genesee County Treasurer for deposit into the delinquent tax property sales proceeds account for the year in which the property was purchased by the City of Swartz Creek.

Upon the request of the Foreclosing Governmental Unit, the City of Swartz Creek shall provide, without cost to the Foreclosing Governmental Unit, information requested regarding any subsequent sale or transfer of the above described property. The information shall be provided within seven days of receipt of the request.

This election by the City of Swartz Creek is made subject to any prior right of election vested in the State of Michigan.

The City of Swartz Creek understands that neither Genesee County nor Deborah L. Cherry, either individually and/or as Genesee County Treasurer and/or as the Foreclosing Governmental Unit, makes any warranty of any kind as to the title transferred to the City of Swartz Creek and will not indemnify, defend, save nor hold harmless the City of Swartz Creek from any or all claims, liabilities, damages, losses, suits, fines, penalties, demands or expenses, including costs of suit and attorney fees, incurred by the City of Swartz Creek because of or related to its election to purchase the property above described.

The City of Swartz Creek agrees to indemnify, defend, save and hold harmless Genesee County and Deborah L. Cherry, individually and/or as Genesee County Treasurer and/or as Foreclosing Governmental Unit, from any and all claims, liabilities, damages, losses, suits, fines, penalties, demands and expenses, including costs of suit and attorney fees, which Genesee County and/or Deborah L. Cherry, individually and/or as Genesee County Treasurer and/or as Foreclosing Governmental Unit incurred because of or related to the election of the City of Swartz Creek to purchase the property above described.

Attached to this notice is a copy of the resolution authorizing the purchase which resolution incorporates the indemnification of Genesee County and Deborah L. Cherry.

Date: _____

Mayor or Supervisor

Date: _____

Clerk

BE IF FURTHER RESOLVED, the cost to purchase such property, being \$978.22 as well as the addition of the current year taxes, fees, and assessments, shall be appropriated to the unencumbered, unreserved General Fund (101) fund balance.

YES: Hicks, Krueger, Pinkston, Root, Cramer, Farmer.
NO: Gilbert. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

Chief Bade indicated the Police Authority meeting has changed to Thursday, June 20, 2019 at 10:00 a.m.

REMARKS BY COUNCILMEMBERS:

Councilmember Cramer thanked the city for taking care of the carpet at the Library. There has been interest expressed in the community for a new statue honoring Swartz Creek areas first responders. If anyone is interested in getting a fundraiser going to help purchase a statue.

Councilmember Gilbert still has concerns of the lot on Morrish being sold for \$10,000.

Mayor Pro Tem likes the fact the council doesn't always agree it made tonight a good meeting and lots of discussion.

Mayor Krueger commented on the storm during the Hometown Days and all the help from the residents for helping with the clean up so the event could continue.

ADJOURNMENT

Resolution No. 190610-11

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Hicks

I Move the Swartz Creek City Council adjourn the regular meeting at 9:01 p.m.

Unanimous Voice Vote.

David A. Krueger, Mayor

Connie Eskew, City Clerk



Municipal Employees' Retirement System of Michigan

Annual Actuarial Valuation Report
December 31, 2018 - Swartz Creek City of (2504)



Spring, 2019

Swartz Creek City of

In care of:
Municipal Employees' Retirement System of Michigan
1134 Municipal Way
Lansing, Michigan 48917

This report presents the results of the Annual Actuarial Valuation, prepared for Swartz Creek City of (2504) as of December 31, 2018. The report includes the determination of liabilities and contribution rates resulting from the participation in the Municipal Employees' Retirement System of Michigan ("MERS"). This report contains the minimum actuarially determined contribution requirement, in alignment with the MERS Plan Document, Actuarial Policy, and the Michigan Constitution and governing statutes. Swartz Creek City of is responsible for the employer contributions needed to provide MERS benefits for its employees and former employees.

The purposes of this valuation are to:

- Measure funding progress as of December 31, 2018,
- Establish contribution requirements for the fiscal year beginning July 1, 2020,
- Provide information regarding the identification and assessment of risk,
- Provide actuarial information in connection with applicable Governmental Accounting Standards Board (GASB) statements, and
- Provide information to assist the local unit of government with state reporting requirements.

This valuation assumed the continuing ability of the plan sponsor to make the contributions necessary to fund this plan. A determination regarding whether or not the plan sponsor is actually able to do so is outside our scope of expertise and was not performed.

The findings in this report are based on data and other information through December 31, 2018. The valuation was based upon information furnished by MERS concerning Retirement System benefits, financial transactions, plan provisions and active members, terminated members, retirees and beneficiaries. We checked for internal reasonability and year-to-year consistency, but did not audit the data. We are not responsible for the accuracy or completeness of the information provided by MERS.

The Municipal Employees' Retirement Act, PA 427 of 1984 and the MERS' Plan Document Article VI sec. 71 (1)(d), provides the MERS Board with the authority to set actuarial assumptions and methods after consultation with the actuary. As the fiduciary of the plan, MERS Retirement Board sets certain assumptions for funding and GASB purposes. These assumptions are checked regularly through a comprehensive study, called an Experience Study. The most recent study was completed in 2015, as prepared by the prior actuary, and is the basis of the assumptions and methods currently in place. **At the February 28, 2019 board meeting, the MERS Retirement Board adopted new economic assumptions effective with the December 31, 2019 annual actuarial valuation, which will impact contributions beginning in 2021.** An illustration of the potential impact is found in this report.

The Michigan Department of Treasury provides required assumptions to be used for purposes of Public Act 202 reporting. These assumptions are for reporting purposes only and do not impact required contributions. Please refer to the State Reporting page found at the end of this report for information for this filing.

For a full list of all the assumptions used, please refer to the division-specific assumptions described in table(s) in this report, and to the Appendix on the MERS website at:
<http://www.mersofmich.com/Portals/0/Assets/Resources/AAV-Appendix/MERS-2018AnnualActuarialValuation-Appendix.pdf>.

The actuarial assumptions used for this valuation are reasonable for purposes of the measurement.

This report has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge the information contained in this report is accurate and fairly presents the actuarial position of Swartz Creek City of as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices, with the Actuarial Standards of Practice issued by the Actuarial Standards Board, and with applicable statutes.

David T. Kausch, Rebecca L. Stouffer, and Mark Buis are members of the American Academy of Actuaries. These actuaries meet the Academy's Qualification Standards to render the actuarial opinions contained herein. The signing actuaries are independent of the plan sponsor. GRS maintains independent consulting agreements with certain local units of government for services unrelated to the actuarial consulting services provided in this report.

The Retirement Board of the Municipal Employees' Retirement System of Michigan confirms that the System provides for payment of the required employer contribution as described in Section 20m of Act No. 314 of 1965 (MCL 38.1140m).

This information is purely actuarial in nature. It is not intended to serve as a substitute for legal, accounting or investment advice.



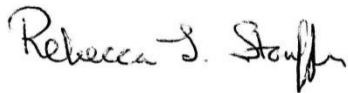
This report was prepared at the request of the MERS Retirement Board and may be provided only in its entirety by the municipality to other interested parties (MERS customarily provides the full report on request to associated third parties such as the auditor for the municipality). GRS is not responsible for the consequences of any unauthorized use. This report should not be relied on for any purpose other than the purposes described herein. Determinations of financial results, associated with the benefits described in this report, for purposes other than those identified above may be significantly different.

If you have reason to believe that the plan provisions are incorrectly described, that important plan provisions relevant to this valuation are not described, that conditions have changed since the calculations were made, that the information provided in this report is inaccurate or is in anyway incomplete, or if you need further information in order to make an informed decision on the subject matter in this report, please contact your Regional Manager at 1.800.767.MERS (6377).

Sincerely,



David T. Kausch, FSA, FCA, EA, MAAA



Rebecca L. Stouffer, ASA, FCA, MAAA



Mark Buis, FSA, FCA, EA, MAAA



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Executive Summary

Funded Ratio

The funded ratio of a plan is the percentage of the dollar value of the actuarial accrued liability that is covered by the actuarial value of assets. While funding ratio may be a useful plan measurement, understanding a plan's funding trend may be more important than a particular point in time. Refer to Table 7 to find a history of this information.

	12/31/2018	12/31/2017
Funded Ratio*	96%	99%

* Reflects assets from Surplus divisions, if any.

There has been a change in actuary and actuarial software since the December 31, 2017 valuation. Throughout this report are references to valuation results generated prior to the 2018 valuation date. Results prior to 2018 were received directly from the prior actuary or extracted from the previous valuation system by MERS's technology service provider.

Required Employer Contributions:

Your required employer contributions are shown in the following table. Employee contributions, if any, are in addition to the employer contributions. Changes to the actuarial assumptions and methods based on the 2015 Experience Study are phased-in over a 5-year period. This valuation reflects the fourth year of the phase-in.

Your minimum required contribution is the amount in the “Phase-in” columns. By default, MERS will invoice you the phased-in contribution amount, but strongly encourages you to contribute more than the minimum required contribution. If you requested and have been billed using No Phase-in rates, your 2019 rates will continue to use the No Phase-in method. If you have been billed using the Phased-in rates and wish to change to rates based on No Phase-in, please contact MERS.

	Percentage of Payroll				Monthly \$ Based on Projected Payroll			
	Phase-in	No Phase-in	Phase-in	No Phase-in	Phase-in	No Phase-in	Phase-in	No Phase-in
Valuation Date:	12/31/2018	12/31/2018	12/31/2017	12/31/2017	12/31/2018	12/31/2018	12/31/2017	12/31/2017
Fiscal Year Beginning:	July 1, 2020	July 1, 2020	July 1, 2019	July 1, 2019	July 1, 2020	July 1, 2020	July 1, 2019	July 1, 2019
Division								
01 - AFSCME	-	-	-	-	\$ 0	\$ 10	\$ 0	\$ 0
10 - Sprvsrs	-	-	-	-	2,184	3,262	0	719
Municipality Total					\$ 2,184	\$ 3,272	\$ 0	\$ 719

Employee contribution rates:

Valuation Date:	Employee Contribution Rate	
	12/31/2018	12/31/2017
Division		
01 - AFSCME	2.00%	2.00%
10 - Sprvsrs	4.00%	4.00%

The employer may contribute more than the minimum required contributions, as these additional contributions will earn investment income and may result in lower future contribution requirements. Employers making contributions in excess of the minimum requirements may elect to apply the excess contribution immediately to a particular division, or segregate the excess into one or more of what MERS calls “Surplus” divisions. An election in the first case would immediately reduce any unfunded accrued liability and lower the amortization payments throughout the remaining amortization period. An election to set up Surplus divisions would not immediately lower future contributions, however the assets from the Surplus division could be transferred to an unfunded division in the future to reduce the unfunded liability in future years, or to be used to pay all or a portion of the minimum required contribution in a future year. For purposes of this report, the assets in any Surplus division have been included in the municipality’s total assets, unfunded accrued liability and funded status, however, these assets are not used in calculating the minimum required contribution.

MERS strongly encourages employers to contribute more than the minimum contribution shown above.

Assuming that experience of the plan meets actuarial assumptions:

- To accelerate to a 100% funding ratio in 10 years, estimated monthly employer contributions for the fiscal year beginning in 2020 for the entire employer would be \$3,387, instead of \$3,272.

How and Why Do These Numbers Change?

In a defined benefit plan contributions vary from one annual actuarial valuation to the next as a result of the following:

- Changes in benefit provisions (see Table 2)
- Changes in actuarial assumptions and methods (see the Appendix)
- Experience of the plan (investment experience and demographic experience); this is the difference between actual experience of the plan and the actuarial assumptions.

Comments on Investment Rate of Return Assumption

A defined benefit plan is funded by employer contributions, participant contributions, and investment earnings. Investment earnings have historically provided **more than half** of the funding. The larger the share of benefits being provided from investment returns, the smaller the required contributions, and vice versa. Determining the contributions required to prefund the promised retirement benefits requires an assumption of what investment earnings are expected to add to the fund over a long period of time. This is called the **Investment Return Assumption**.

The MERS Investment Return Assumption is **7.75%** per year. This, along with all of our other actuarial assumptions, is reviewed at least every five years in an Experience Study that compares the assumptions used against actual experience and recommends adjustments if necessary. If your municipality would like to explore contributions at lower assumed investment return assumptions, please review the “what if” projection scenarios later in this report.

Assumption Change in 2019

At the February 28, 2019 board meeting, the MERS Retirement Board adjusted key economic assumptions. These assumptions, in particular the investment return assumption, have a significant effect on a plan's required contribution and funding level. Historically low interest rates, along with high equity market valuations, have led to reductions in projected returns for most asset classes. This has resulted in a Board adopted reduction in the investment rate of return assumption to 7.35%, effective with the December 31, 2019 valuation first impacting 2021 contributions. The Board also changed the assumed rate of wage inflation from 3.75% to 3.00%, with the same effective date. This report includes a "What If" scenario of 7.35%/3.00% in order to show the potential impact of this assumption change.

Comments on Asset Smoothing

To avoid dramatic spikes and dips in annual contribution requirements due to short term fluctuations in asset markets, MERS applies a technique called **asset smoothing**. This spreads out each year's investment gains or losses over the prior year and the following four years. This smoothing method is used to determine your actuarial value of assets (valuation assets), which is then used to determine both your funded ratio and your required contributions. The (smoothed) **actuarial rate of return for 2018 was 3.80%, while the actual market rate of return was (4.12)%**. To see historical details of the market rate of return, compared to the smoothed actuarial rate of return, refer to this report's Appendix, or view the "[How Smoothing Works](#)" video on the [Defined Benefit resource page](#) of the MERS website.

As of December 31, 2018 the actuarial value of assets is 110% of market value due to asset smoothing. This means that meeting the actuarial assumption in the next few years will require average annual market returns that exceed the 7.75% investment return assumption, or contribution requirements will continue to increase.

If the December 31, 2018 valuation results were based on market value instead of actuarial value:

- The funded percent of your entire municipality would be 88% (instead of 96%); and
- Your total employer contribution requirement for the fiscal year starting July 1, 2020 would be \$116,532 (instead of \$39,264)

Alternate Scenarios to Estimate the Potential Volatility of Results ("What If Scenarios")

The calculations in this report are based on assumptions about long-term economic and demographic behavior. These assumptions will never materialize in a given year, except by coincidence. Therefore the results will vary from one year to the next. The volatility of the results depends upon the characteristics of the plan. For example:

- Open divisions that have substantial assets compared to their active employee payroll will have more volatile employer contribution rates due to investment return fluctuations.
- Open divisions that have substantial accrued liability compared to their active employee payroll will have more volatile employer contribution rates due to demographic experience fluctuations.
- Small divisions will have more volatile contribution patterns than larger divisions because statistical fluctuations are relatively larger among small populations.
- Shorter amortization periods result in more volatile contribution patterns.

Many assumptions are important in determining the required employer contributions. In the following table, we show the impact of varying the Investment Return assumption and the Wage Inflation assumption. Lower investment returns would result in higher required employer contributions, and vice-versa. Lower wage inflation generally results in lower required employer contributions as a dollar amount in the long run, and vice versa.

The relative impact of each economic scenario below will vary from year to year, as the participant demographics change. The impact of each scenario should be analyzed for a given year, not from year to year. The results in the table are based on the December 31, 2018 valuation, and are for the municipality in total, not by division. These results do not reflect a 5-year phase in of the impact of the new actuarial assumptions.

It is important to note that calculations in this report are mathematical estimates based upon assumptions regarding future events, which may or may not materialize. Actuarial calculations can and do vary from one valuation to the next, sometimes significantly depending on the group's size. Projections are not predictions. Future valuations will be based on actual future experience.

The Retirement Board has adopted a change to the Investment Return Assumption from 7.75% to 7.35%, and the wage inflation from 3.75% to 3.00%. This change will be effective in the December 31, 2019 valuation which will impact the Fiscal Year 2021 contribution. The scenario shown using these assumptions as of December 31, 2018 is illustrative only. The actual impact of this change when reflected in the 2019 valuation will be different.

12/31/2018 Valuation Results	Assumed Future Annual Smoothed Rate of Investment Return		
	Lower Future Annual Returns	Adopted 2019 Assumption	Valuation Assumptions
Investment Return Assumption	5.75%	7.35%	7.75%
Wage Increase Assumption	3.75%	3.00%	3.75%
Accrued Liability	\$ 8,074,592	\$ 6,986,597	\$ 6,756,614
Valuation Assets ¹	\$ 6,484,367	\$ 6,484,367	\$ 6,484,367
Unfunded Accrued Liability	\$ 1,590,225	\$ 502,230	\$ 272,247
Funded Ratio	80%	93%	96%
Monthly Normal Cost	\$ 520	\$ 246	\$ 253
Monthly Amortization Payment	\$ 16,215	\$ 5,861	\$ 3,019
Total Employer Contribution²	\$ 16,735	\$ 6,107	\$ 3,272

¹ The Valuation Assets include assets from Surplus divisions, if any.

² If assets exceed accrued liabilities for a division, the division may have an overfunding credit to reduce the division's employer contribution requirement. If the overfunding credit is larger than the normal cost, the division's full credit is included in the municipality's amortization payment above but the division's total contribution requirement is zero. This can cause the displayed normal cost and amortization payment to not add up to the displayed total employer contribution.

Projection Scenarios

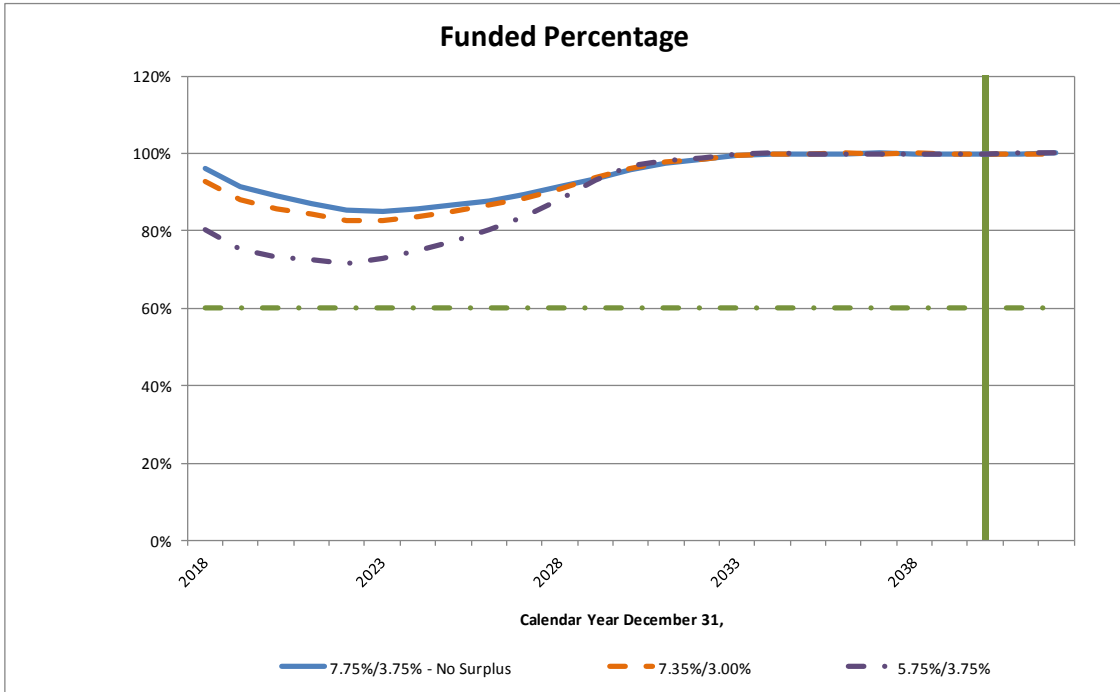
The next two pages show projections of the plan's funded ratio and computed employer contributions under the actuarial assumptions used in the valuation and alternate economic scenarios. All three projections take into account the past investment losses that will continue to affect the actuarial rate of return in the short term.

The 7.75%/3.75% scenario provides an estimate of computed employer contributions based on current actuarial assumptions, and a projected 7.75% market return. The other two scenarios may be useful if the municipality chooses to budget more conservatively, and make contributions in addition to the minimum requirements. The 7.35%/3.00% and 5.75%/3.75% projections provide an indication of the potential required employer contribution if these assumptions were met over the long-term.

Valuation Year Ending 12/31	Fiscal Year Beginning 7/1	Actuarial Accrued Liability	Valuation Assets ²	Funded Percentage	Computed Annual Employer Contribution
7.75%¹/3.75%					
NO 5-YEAR PHASE-IN					
2018	2020	\$ 6,756,614	\$ 6,484,367	96%	\$ 39,264
2019	2021	\$ 6,720,000	\$ 6,140,000	91%	\$ 83,800
2020	2022	\$ 6,650,000	\$ 5,910,000	89%	\$ 100,000
2021	2023	\$ 6,540,000	\$ 5,700,000	87%	\$ 119,000
2022	2024	\$ 6,410,000	\$ 5,460,000	85%	\$ 141,000
2023	2025	\$ 6,260,000	\$ 5,320,000	85%	\$ 151,000
7.35%¹/3.00%					
NO 5-YEAR PHASE-IN					
2018	2020	\$ 6,986,597	\$ 6,484,367	93%	\$ 73,284
2019	2021	\$ 6,940,000	\$ 6,110,000	88%	\$ 116,000
2020	2022	\$ 6,860,000	\$ 5,880,000	86%	\$ 133,000
2021	2023	\$ 6,740,000	\$ 5,680,000	84%	\$ 152,000
2022	2024	\$ 6,590,000	\$ 5,450,000	83%	\$ 174,000
2023	2025	\$ 6,430,000	\$ 5,320,000	83%	\$ 184,000
5.75%¹/3.75%					
NO 5-YEAR PHASE-IN					
2018	2020	\$ 8,074,592	\$ 6,484,367	80%	\$ 200,820
2019	2021	\$ 7,990,000	\$ 6,020,000	75%	\$ 243,000
2020	2022	\$ 7,860,000	\$ 5,760,000	73%	\$ 263,000
2021	2023	\$ 7,700,000	\$ 5,600,000	73%	\$ 284,000
2022	2024	\$ 7,510,000	\$ 5,380,000	72%	\$ 314,000
2023	2025	\$ 7,310,000	\$ 5,340,000	73%	\$ 325,000

¹ Represents both the interest rate for discounting liabilities and the future investment return assumption on the Market Value of assets.

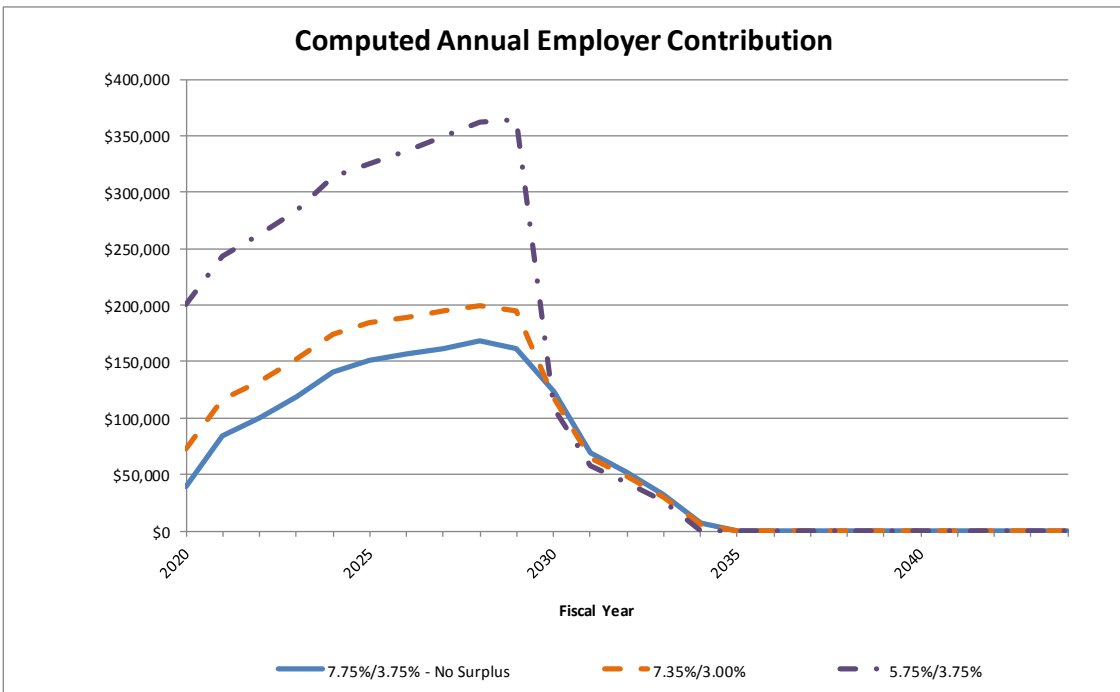
² Valuation Assets do not include assets from Surplus divisions, if any.



Notes:

All projected funded percentages are shown with no phase-in.

The green indicator lines have been added at 60% funded and 22 years following the valuation date for PA 202 purposes.



Notes:

All projected contributions are shown with no phase-in.

Table 1: Employer Contribution Details For the Fiscal Year Beginning July 1, 2020

Division	Total Normal Cost	Employee Contribut. Rate	Employer Contributions ¹			Computed Employer Contribut. With Phase-In	Blended ER Rate No Phase-In ⁵	Blended ER Rate With Phase-In ⁵	Employee Contribut. Conversion Factor ²
			Employer Normal Cost	Payment of the Unfunded Accrued Liability ⁴	Computed Employer Contribut. No Phase-In				
Percentage of Payroll									
01 - AFSCME	8.42%	2.00%	-	-	-	-			
10 - Sprvsrs	0.00%	4.00%	-	-	-	-			
Estimated Monthly Contribution³									
01 - AFSCME			\$ 253	\$ (243)	\$ 10	\$ 0			
10 - Sprvsrs			0	3,262	3,262	2,184			
Total Municipality			\$ 253	\$ 3,019	\$ 3,272	\$ 2,184			
Estimated Annual Contribution³			\$ 3,036	\$ 36,228	\$ 39,264	\$ 26,208			

- ¹ The above employer contribution requirements are in addition to the employee contributions, if any.
- ² If employee contributions are increased/decreased by 1.00% of pay, the employer contribution requirement will decrease/increase by the Employee Contribution Conversion Factor. The conversion factor is usually under 1%, because employee contributions may be refunded at termination of employment, and not used to fund retirement pensions. Employer contributions will all be used to fund pensions.
- ³ For divisions that are open to new hires, estimated contributions are based on projected fiscal year payroll. Actual contributions will be based on actual reported monthly pays, and will be different from the above amounts. For divisions that will have no new hires (i.e., closed divisions), invoices will be based on the above dollar amounts which are based on projected fiscal year payroll. See description of Open Divisions and Closed Divisions in the Appendix.
- ⁴ Note that if the overfunding credit is larger than the normal cost, the full credit is shown above but the total contribution requirement is zero. This will cause the displayed normal cost and unfunded accrued liability contributions to not add across.
- ⁵ For linked divisions, the employer will be invoiced the Computed Employer Contribution with Phase-in rate shown above for each linked division (a contribution rate for the open division; a contribution dollar for the closed-but-linked division), unless the employer elects to contribute the Blended Employer Contribution rate shown above, by contacting MERS at 800-767-MERS (6377).

Please see the Comments on Asset Smoothing in the Executive Summary of this report.

Table 2: Benefit Provisions

01 - AFSCME: Closed to new hires

	2018 Valuation	2017 Valuation
Benefit Multiplier:	2.00% Multiplier (no max)	2.00% Multiplier (no max)
Normal Retirement Age:	60	60
Vesting:	10 years	10 years
Early Retirement (Unreduced):	55/30	55/30
Early Retirement (Reduced):	50/25 55/15	50/25 55/15
Final Average Compensation:	5 years	5 years
Employee Contributions:	2.00%	2.00%
DC Plan for New Hires:	7/1/1997	7/1/1997
Act 88:	Yes (Adopted 12/10/1970)	Yes (Adopted 12/10/1970)

10 - Sprvsrs: Closed to new hires

	2018 Valuation	2017 Valuation
Benefit Multiplier:	2.50% Multiplier (80% max)	2.50% Multiplier (80% max)
Normal Retirement Age:	60	60
Vesting:	10 years	10 years
Early Retirement (Unreduced):	50/25	50/25
Early Retirement (Reduced):	55/15	55/15
Final Average Compensation:	3 years	3 years
COLA for Future Retirees:	2.50% (Non-Compound)	2.50% (Non-Compound)
COLA for Current Retirees:	2.50% (Non-Compound)	2.50% (Non-Compound)
Employee Contributions:	4.00%	4.00%
DC Plan for New Hires:	7/1/1997	7/1/1997
Act 88:	Yes (Adopted 12/10/1970)	Yes (Adopted 12/10/1970)

Table 3: Participant Summary

Division	2018 Valuation		2017 Valuation		2018 Valuation		
	Number	Annual Payroll ¹	Number	Annual Payroll ¹	Average Age	Average Benefit Service ²	Average Eligibility Service ²
01 - AFSCME							
Active Employees	2	\$ 107,183	2	\$ 104,656	61.7	41.0	41.0
Vested Former Employees	0	0	0	0	0.0	0.0	0.0
Retirees and Beneficiaries	6	112,969	6	112,968	68.8		
10 - Sprvsrs							
Active Employees	0	\$ 0	0	\$ 0	0.0	0.0	0.0
Vested Former Employees	0	0	0	0	0.0	0.0	0.0
Retirees and Beneficiaries	9	415,867	9	408,109	67.3		
Total Municipality							
Active Employees	2	\$ 107,183	2	\$ 104,656	61.7	41.0	41.0
Vested Former Employees	0	0	0	0	0.0	0.0	0.0
Retirees and Beneficiaries	15	528,836	15	521,077	67.9		
Total Participants	17		17				

¹ Annual payroll for active employees; annual deferred benefits payable for vested former employees; annual benefits being paid for retirees and beneficiaries.

² Descriptions can be found under Miscellaneous and Technical Assumptions in the Appendix.

Table 4: Reported Assets (Market Value)

Division	2018 Valuation		2017 Valuation	
	Employer and Retiree ¹	Employee ²	Employer and Retiree ¹	Employee ²
01 - AFSCME	\$ 1,676,887	\$ 95,927	\$ 1,862,652	\$ 91,383
10 - Sprvsrs	4,147,133	0	4,670,474	0
Municipality Total³	\$ 5,824,020	\$ 95,927	\$ 6,533,126	\$ 91,383
Combined Assets³	\$5,919,947		\$6,624,509	

¹ Reserve for Employer Contributions and Benefit Payments.

² Reserve for Employee Contributions.

³ Totals may not add due to rounding.

The December 31, 2018 valuation assets (actuarial value of assets) are equal to 1.095342 times the reported market value of assets (compared to 1.011321 as of December 31, 2017). Refer to the Appendix for a description of the valuation asset derivation and a detailed calculation of valuation assets.

Table 5: Flow of Valuation Assets

Year Ended 12/31	Employer Contributions		Employee Contributions	Investment Income (Valuation Assets)	Benefit Payments	Employee Contribution Refunds	Net Transfers	Valuation Asset Balance
	Required	Additional						
2008	\$ 269,931		\$ 19,852	\$ 328,996	\$ (457,016)	\$ 0	\$ 0	\$ 7,655,230
2009	282,204		19,305	338,223	(473,728)	0	0	7,821,234
2010	196,337		17,509	392,938	(527,731)	0	24,509	7,924,796
2011	87,502	\$ 11,723	16,224	349,365	(559,713)	0	0	7,829,897
2012	79,273	6	16,443	313,076	(518,919)	0	0	7,719,776
2013	85,735	3	14,323	425,428	(533,278)	0	0	7,711,987
2014	97,181	0	13,279	418,854	(583,933)	0	0	7,657,368
2015	100,374	111,999	11,529	348,798	(654,308)	0	0	7,575,760
2016	94,061	564,769	12,248	434,113	(618,056)	0	0	8,062,895
2017	50,402	26,976	3,697	326,892	(545,810)	0	(1,225,547)	6,699,505
2018	36,552	36,552	2,144	230,691	(521,077)	0	0	6,484,367

Notes:

Transfers in and out are usually related to the transfer of participants between municipalities, and to employer and employee payments for service credit purchases (if any) that the governing body has approved.

Additional employer contributions, if any, are shown separately starting in 2011. Prior to 2011, additional contributions are combined with the required employer contributions.

The investment income column reflects the recognized investment income based on Valuation Assets. It does not reflect the market value investment return in any given year.

The Valuation Asset balance includes assets from Surplus divisions, if any.

Years where historical information is not available, will be displayed with zero values.

**Table 6: Actuarial Accrued Liabilities and Valuation Assets
as of December 31, 2018**

Division	Actuarial Accrued Liability					Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
	Active Employees	Vested Former Employees	Retirees and Beneficiaries	Pending Refunds	Total			
01 - AFSCME	\$ 790,250	\$ 0	\$ 1,135,183	\$ 0	\$ 1,925,433	\$ 1,941,838	100.9%	\$ (16,405)
10 - Sprvsrs	0	0	4,831,181	0	4,831,181	4,542,529	94.0%	288,652
Total	\$ 790,250	\$ 0	\$ 5,966,364	\$ 0	\$ 6,756,614	\$ 6,484,367	96.0%	\$ 272,247

Please see the Comments on Asset Smoothing in the Executive Summary of this report.

Table 7: Actuarial Accrued Liabilities - Comparative Schedule

Valuation Date December 31	Actuarial Accrued Liability	Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
2004	\$ 7,570,708	\$ 6,653,737	88%	\$ 916,971
2005	7,576,107	6,813,379	90%	762,728
2006	8,013,556	7,146,449	89%	867,107
2007	8,092,795	7,493,467	93%	599,328
2008	8,140,864	7,655,230	94%	485,634
2009	8,337,631	7,821,234	94%	516,397
2010	8,532,967	7,924,796	93%	608,171
2011	8,597,380	7,829,897	91%	767,483
2012	8,184,102	7,719,776	94%	464,326
2013	8,235,676	7,711,987	94%	523,689
2014	8,657,510	7,657,368	88%	1,000,142
2015	9,174,180	7,575,760	83%	1,598,420
2016	8,781,556	8,062,895	92%	718,661
2017	6,786,126	6,699,505	99%	86,621
2018	6,756,614	6,484,367	96%	272,247

Notes: Actuarial assumptions were revised for the 2004, 2008, 2009, 2010, 2011, 2012 and 2015 actuarial valuations.

The Valuation Assets include assets from Surplus divisions, if any.

Years where historical information is not available will be displayed with zero values.

Tables 8 and 9: Division-Based Comparative Schedules

Division 01 - AFSCME

Table 8-01: Actuarial Accrued Liabilities - Comparative Schedule

Valuation Date December 31	Actuarial Accrued Liability	Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
2008	\$ 1,603,493	\$ 1,542,508	96%	\$ 60,985
2009	1,715,180	1,576,164	92%	139,016
2010	1,736,708	1,574,133	91%	162,575
2011	1,755,979	1,577,034	90%	178,945
2012	1,740,956	1,563,818	90%	177,138
2013	1,758,360	1,579,950	90%	178,410
2014	1,822,679	1,592,868	87%	229,811
2015	1,926,030	1,626,153	84%	299,877
2016	1,944,441	1,969,146	101%	(24,705)
2017	1,933,339	1,976,157	102%	(42,818)
2018	1,925,433	1,941,838	101%	(16,405)

Notes: Actuarial assumptions were revised for the 2008, 2009, 2010, 2011, 2012 and 2015 actuarial valuations.

Table 9-01: Computed Employer Contributions - Comparative Schedule

Valuation Date December 31	Active Employees		Computed Employer Contribution ¹	Employee Contribution Rate ²
	Number	Annual Payroll		
2008	4	\$ 183,115	\$ 1,257	2.00%
2009	3	135,983	\$ 1,562	2.00%
2010	3	137,886	\$ 1,793	2.00%
2011	3	137,139	\$ 2,072	2.00%
2012	3	137,577	\$ 2,259	2.00%
2013	3	139,994	\$ 2,607	2.00%
2014	2	108,915	\$ 3,833	2.00%
2015	2	106,804	\$ 5,577	2.00%
2016	2	109,768	\$ 0	2.00%
2017	2	104,656	\$ 0	2.00%
2018	2	107,183	\$ 10	2.00%

1 For open divisions, a percent of pay contribution is shown. For closed divisions, a monthly dollar contribution is shown.

2 For each valuation year, the computed employer contribution is based on the employee rate. If the employee rate changes during the applicable fiscal year, the computed employer contribution will be adjusted.

Note: The contributions shown in Table 9 for the 12/31/2015 through 12/31/2019 valuations do **not** reflect the phase-in of the increased contribution requirements associated with the new actuarial assumptions. The full contribution without phase-in is shown in Table 9 above. The contribution requirements including the 5-year phase-in are shown on page 2.

See the Benefit Provision History, later in this report, for past benefit provision changes.

Years where historical information is not available, will be displayed with zero values.

Division 10 - Sprvsrs

Table 8-10: Actuarial Accrued Liabilities - Comparative Schedule

Valuation Date December 31	Actuarial Accrued Liability	Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
2008	\$ 5,233,557	\$ 5,015,865	96%	\$ 217,692
2009	5,320,438	5,116,113	96%	204,325
2010	5,325,987	5,174,095	97%	151,892
2011	5,329,737	5,095,875	96%	233,862
2012	4,897,772	5,022,150	103%	(124,378)
2013	4,940,754	5,001,525	101%	(60,771)
2014	5,152,171	4,906,270	95%	245,901
2015	5,398,232	4,708,454	87%	689,778
2016	4,862,938	4,785,486	98%	77,452
2017	4,852,787	4,723,348	97%	129,439
2018	4,831,181	4,542,529	94%	288,652

Notes: Actuarial assumptions were revised for the 2008, 2009, 2010, 2011, 2012 and 2015 actuarial valuations.

Table 9-10: Computed Employer Contributions - Comparative Schedule

Valuation Date December 31	Active Employees		Computed Employer Contribution ¹	Employee Contribution Rate ²
	Number	Annual Payroll		
2008	3	\$ 186,846	\$ 2,630	4.00%
2009	3	183,159	\$ 2,415	4.00%
2010	3	186,680	\$ 2,106	4.00%
2011	3	179,431	\$ 2,944	4.00%
2012	3	186,142	\$ 0	4.00%
2013	2	124,816	\$ 0	4.00%
2014	0	0	\$ 4,321	0.00%
2015	0	0	\$ 13,379	0.00%
2016	0	0	\$ 0	4.00%
2017	0	0	\$ 719	4.00%
2018	0	0	\$ 3,262	4.00%

1 For open divisions, a percent of pay contribution is shown. For closed divisions, a monthly dollar contribution is shown.

2 For each valuation year, the computed employer contribution is based on the employee rate. If the employee rate changes during the applicable fiscal year, the computed employer contribution will be adjusted.

Note: The contributions shown in Table 9 for the 12/31/2015 through 12/31/2019 valuations do **not** reflect the phase-in of the increased contribution requirements associated with the new actuarial assumptions. The full contribution without phase-in is shown in Table 9 above. The contribution requirements including the 5-year phase-in are shown on page 2.

See the Benefit Provision History, later in this report, for past benefit provision changes.

Years where historical information is not available, will be displayed with zero values.

Table 10: Division-Based Layered Amortization Schedule

Division 01 - AFSCME

Table 10-01: Layered Amortization Schedule

Type of UAL	Date Established	Original Balance ¹	Original Amortization Period ²	Amounts for Fiscal Year Beginning 7/1/2020		
				Outstanding UAL Balance ³	Remaining Amortization Period ²	Annual Amortization Payment
(Gain)/Loss	12/31/2016	\$ (102,313)	10	\$ (102,129)	8	\$ (15,072)
(Gain)/Loss	12/31/2017	36,678	10	38,994	9	5,208
(Gain)/Loss	12/31/2018	50,783	10	56,799	10	6,948
Total				\$ (6,336)		\$ (2,916)

¹ For each type of UAL (layer), this is the original balance as of the date the layer was established.

² According to the MERS amortization policy, each type of UAL (layer) is amortized over a specific period (see Appendix on MERS website).

³ This is the remaining balance as of the valuation date, projected to the beginning of the fiscal year shown above.

The unfunded accrued liability (UAL) as of December 31, 2018 (see Table 6) is projected to the beginning of the fiscal year for which the contributions are being calculated. This allows the 2018 valuation to take into account the expected future contributions that are based on past valuations. Each type of UAL (layer) is amortized over the appropriate period. Please see the Appendix on the MERS website for a detailed description of the amortization policy.

Note: The original balance and original amortization periods prior to 12/31/2018 were received from the prior actuary.

Division 10 - Sprvsrs

Table 10-10: Layered Amortization Schedule

Type of UAL	Date Established	Original Balance ¹	Original Amortization Period ²	Amounts for Fiscal Year Beginning 7/1/2020		
				Outstanding UAL Balance ³	Remaining Amortization Period ²	Annual Amortization Payment
(Gain)/Loss	12/31/2017	\$ 63,029	10	\$ 67,001	9	\$ 8,940
(Gain)/Loss	12/31/2018	220,741	10	246,893	10	30,204
Total				\$ 313,894		\$ 39,144

¹ For each type of UAL (layer), this is the original balance as of the date the layer was established.

² According to the MERS amortization policy, each type of UAL (layer) is amortized over a specific period (see Appendix on MERS website).

³ This is the remaining balance as of the valuation date, projected to the beginning of the fiscal year shown above.

The unfunded accrued liability (UAL) as of December 31, 2018 (see Table 6) is projected to the beginning of the fiscal year for which the contributions are being calculated. This allows the 2018 valuation to take into account the expected future contributions that are based on past valuations. Each type of UAL (layer) is amortized over the appropriate period. Please see the Appendix on the MERS website for a detailed description of the amortization policy.

Note: The original balance and original amortization periods prior to 12/31/2018 were received from the prior actuary.

GASB 68 Information

The following information has been prepared to provide some of the information necessary to complete GASB Statement No. 68 disclosures. Statement 68 is effective for fiscal years beginning after June 15, 2014. Additional resources, including an Implementation Guide, are available at <http://www.mersofmich.com/>.

Actuarial Valuation Date:		12/31/2018
Measurement Date of the Total Pension Liability (TPL):		12/31/2018
At 12/31/2018, the following employees were covered by the benefit terms:		
Inactive employees or beneficiaries currently receiving benefits:		15
Inactive employees entitled to but not yet receiving benefits (including refunds):		0
Active employees:		<u>2</u>
		17
Total Pension Liability as of 12/31/2017 measurement date:	\$	6,643,644
Total Pension Liability as of 12/31/2018 measurement date:	\$	6,618,095
Service Cost for the year ending on the 12/31/2018 measurement date:	\$	8,360
Change in the Total Pension Liability due to:		
- Benefit changes ¹ :	\$	0
- Differences between expected and actual experience ² :	\$	(23,815)
- Changes in assumptions ² :	\$	0

¹ A change in liability due to benefit changes is immediately recognized when calculating pension expense for the year.

² Changes in liability due to differences between actual and expected experience, and changes in assumptions, are recognized in pension expense over the average remaining service lives of all employees.

Average expected remaining service lives of all employees (active and inactive):		0
Covered employee payroll: (Needed for Required Supplementary Information)	\$	107,183

Sensitivity of the Net Pension Liability to changes in the discount rate:

	1% Decrease <u>(7.00%)</u>	Current Discount Rate <u>(8.00%)</u>	1% Increase <u>(9.00%)</u>
Change in Net Pension Liability as of 12/31/2018:	\$ 586,134	\$ -	\$ (507,024)

Note: The current discount rate shown for GASB 68 purposes is higher than the MERS assumed rate of return. This is because for GASB 68 purposes, the discount rate must be gross of administrative expenses, whereas for funding purposes it is net of administrative expenses.

Benefit Provision History

The following benefit provision history is provided by MERS. Any corrections to this history or discrepancies between this information and information displayed elsewhere in the valuation report should be reported to MERS. All provisions are listed by date of adoption.

01 - AFSCME

12/1/2016	Service Credit Purchase Estimates - No
7/1/2004	Benefit F55 (With 30 Years of Service)
7/1/2004	Member Contribution Rate 2.00%
7/1/1997	DC Adoption Date 07-01-1997
7/1/1994	Benefit B-2
7/1/1991	Benefit B-1
7/1/1988	Member Contribution Rate 0.00%
12/10/1970	Covered by Act 88
7/1/1970	Benefit C-1 (Old)
7/1/1966	Benefit FAC-5 (5 Year Final Average Compensation)
7/1/1966	10 Year Vesting
7/1/1966	Benefit C (Old)
7/1/1966	Member Contribution Rate 3.00% Under \$4,200.00 - Then 5.00%
	Fiscal Month - July
	Defined Benefit Normal Retirement Age - 60
	Early Reduced (.5%) at Age 50 with 25 Years or Age 55 with 15 Years

10 - Sprvsrs

12/1/2016	Service Credit Purchase Estimates - No
7/1/1997	DC Adoption Date 07-01-1997
1/1/1992	E2 2.5% COLA for future retirees (07/01/1991)
1/1/1992	E1 2.5% COLA for past retirees (07/01/1991)
7/1/1991	Benefit FAC-3 (3 Year Final Average Compensation)
7/1/1991	Benefit B-4 (80% max)
7/1/1991	Member Contribution Rate 4.00%
7/1/1988	Benefit FAC-5 (5 Year Final Average Compensation)
7/1/1988	10 Year Vesting
7/1/1988	Benefit C-1 (Old)
7/1/1988	Benefit F50 (With 25 Years of Service)
7/1/1988	Member Contribution Rate 1.00%
12/10/1970	Covered by Act 88
	Fiscal Month - July
	Defined Benefit Normal Retirement Age - 60
	Early Reduced (.5%) at Age 50 with 25 Years or Age 55 with 15 Years

Plan Provisions, Actuarial Assumptions, and Actuarial Funding Method

Details on MERS plan provisions, actuarial assumptions, and actuarial methodology can be found in the Appendix. Some actuarial assumptions are specific to this municipality and its divisions. These are listed below.

Increase in Final Average Compensation

Division	FAC Increase Assumption
All Divisions	2.00%

Withdrawal Rate Scaling Factor

Division	Withdrawal Rate Scaling Factor
All Divisions	100%

Miscellaneous and Technical Assumptions

Loads – None.

Risk Commentary

Determination of the accrued liability, the employer contribution, and the funded ratio requires the use of assumptions regarding future economic and demographic experience. Risk measures, as illustrated in this report, are intended to aid in the understanding of the effects of future experience differing from the assumptions used in the course of the actuarial valuation. Risk measures may also help with illustrating the potential volatility in the accrued liability, the actuarially determined contribution and the funded ratio that result from the differences between actual experience and the actuarial assumptions.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions due to changing conditions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period, or additional cost or contribution requirements based on the Plan's funded status); and changes in plan provisions or applicable law. The scope of an actuarial valuation does not include an analysis of the potential range of such future measurements.

Examples of risk that may reasonably be anticipated to significantly affect the plan's future financial condition include:

- **Investment Risk** – actual investment returns may differ from the expected returns;
- **Asset/Liability Mismatch** – changes in asset values may not match changes in liabilities, thereby altering the gap between the accrued liability and assets and consequently altering the funded status and contribution requirements;
- **Salary and Payroll Risk** – actual salaries and total payroll may differ from expected, resulting in actual future accrued liability and contributions differing from expected;
- **Longevity Risk** – members may live longer or shorter than expected and receive pensions for a period of time other than assumed; and
- **Other Demographic Risks** – members may terminate, retire or become disabled at times or with benefits other than assumed resulting in actual future accrued liability and contributions differing from expected.

The effects of certain trends in experience can generally be anticipated. For example, if the investment return since the most recent actuarial valuation is less (or more) than the assumed rate, the cost of the plan can be expected to increase (or decrease). Likewise if longevity is improving (or worsening), increases (or decreases) in cost can be anticipated.

PLAN MATURITY MEASURES

Risks facing a pension plan evolve over time. A young plan with virtually no investments and paying few benefits may experience little investment risk. An older plan with a large number of members in pay status and a significant trust may be much more exposed to investment risk. Generally accepted plan maturity measures include the following:

1. Ratio of the market value of assets to total payroll	55.2
2. Ratio of actuarial accrued liability to payroll	63.0
3. Ratio of actives to retirees and beneficiaries	0.1
4. Ratio of market value of assets to benefit payments	11.4
5. Ratio of net cash flow to market value of assets (boy)	-6.7%

RATIO OF MARKET VALUE OF ASSETS TO TOTAL PAYROLL

The relationship between assets and payroll is a useful indicator of the potential volatility of contributions. For example, if the market value of assets is 2.0 times the payroll, a return on assets 5% different than assumed would equal 10% of payroll. A higher (lower) or increasing (decreasing) level of this maturity measure generally indicates a higher (lower) or increasing (decreasing) volatility in plan sponsor contributions as a percentage of payroll.

RATIO OF ACTUARIAL ACCRUED LIABILITY TO PAYROLL

The relationship between actuarial accrued liability and payroll is a useful indicator of the potential volatility of contributions for a fully funded plan. A funding policy that targets a funded ratio of 100% is expected to result in the ratio of assets to payroll and the ratio of liability to payroll converging over time.

RATIO OF ACTIVES TO RETIREES AND BENEFICIARIES

A young plan with many active members and few retirees will have a high ratio of active to retirees. A mature open plan may have close to the same number of actives to retirees resulting in a ratio near 1.0. A super-mature or closed plan may have significantly more retirees than actives resulting in a ratio below 1.0.

RATIO OF MARKET VALUE OF ASSETS TO BENEFIT PAYMENTS

The MERS' Actuarial Policy requires a total minimum contribution equal to the excess (if any) of three times the expected annual benefit payments over the projected market value of assets as of the participating municipality or court's Fiscal Year for which the contribution applies. The ratio of market value of assets to benefit payments as of the valuation date provides an indication of whether the division is at risk for triggering the minimum contribution rule in the near term. If the division triggers this minimum contribution rule, the required employer contributions could increase dramatically relative to previous valuations.

RATIO OF NET CASH FLOW TO MARKET VALUE OF ASSETS

A positive net cash flow means contributions exceed benefits and expenses. A negative cash flow means existing funds are being used to make payments. A certain amount of negative net cash flow is generally expected to occur when benefits are prefunded through a qualified trust. Large negative net cash flows as a percent of assets may indicate a super-mature plan or a need for additional contributions.

State Reporting

The following information has been prepared to provide some of the information necessary to complete the pension reporting requirements for the State of Michigan’s Local Government Retirement System Annual Report (Form No. 5572). Additional resources are available at www.mersofmich.com and on the State [website](#).

Form 5572		
Line Reference	Description	Result
10 Membership as of December 31, 2018		
11	Indicate number of active members	2
12	Indicate number of inactive members	0
13	Indicate number of retirees and beneficiaries	15
14 Investment Performance for Calendar Year Ending December 31, 2018¹		
15	Enter actual rate of return - prior 1-year period	-3.64%
16	Enter actual rate of return - prior 5-year period	4.94%
17	Enter actual rate of return - prior 10-year period	8.25%
18 Actuarial Assumptions		
19	Actuarial assumed rate of investment return ²	7.75%
20	Amortization method utilized for funding the system's unfunded actuarial accrued liability, if any	Level Percent
21	Amortization period utilized for funding the system's unfunded actuarial accrued liability, if any ³	10
22	Is each division within the system closed to new employees? ⁴	Yes
23 Uniform Assumptions		
24	Enter retirement pension system's actuarial value of assets using uniform assumptions	\$6,484,367
25	Enter retirement pension system's actuarial accrued liabilities using uniform assumptions	\$7,204,229
27	Actuarially Determined Contribution (ADC) using uniform assumptions, Fiscal Year Ending June 30,2019	\$70,872

1. The Municipal Employees’ Retirement System’s investment performance has been provided to GRS from MERS Investment Staff and included here for reporting purposes. This investment performance figures reported are net of fees on a rolling calendar-year basis for the previous 1-, 5-, and 10-year periods as required under PA 530.
2. Net of administrative and investment expenses.
3. Populated with the longest amortization period remaining in the amortization schedule, across all divisions in the plan. This is when each division and the plan in total is expected to reach 100% funded if all assumptions are met.
4. If all divisions within the employer are closed, “yes.” If at least one division is open (including shadow divisions) indicate “no.”

REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK
PERIOD ENDING 05/31/2019

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 05/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 101 - General Fund					
000.000 - General	2,293,643.00	2,316,789.17	2,018,588.18	298,200.99	87.13
215.000 - Administration and Clerk	75.00	75.00	46.10	28.90	61.47
253.000 - Treasurer	1,000.00	7,109.07	6,229.07	880.00	87.62
301.000 - Police Dept	5,400.00	5,760.10	5,095.10	665.00	88.46
345.000 - PUBLIC SAFETY BUILDING	18,200.00	18,200.00	24,722.90	(6,522.90)	135.84
410.000 - Building & Zoning & Planning	51,350.00	59,205.00	77,325.50	(18,120.50)	130.61
448.000 - Lighting	8,990.00	8,990.00	7,078.06	1,911.94	78.73
728.005 - Holland Square Streetscape	0.00	90,000.00	90,000.00	0.00	100.00
782.000 - Facilities - Abrams Park	195.00	195.00	70.00	125.00	35.90
783.000 - Facilities - Elms Rd Park	7,600.00	7,600.00	7,655.32	(55.32)	100.73
786.000 - Non-Motorized Trailway	0.00	15,000.00	15,000.00	0.00	100.00
790.000 - Facilities-Senior Center/Libr	8,200.00	8,200.00	7,052.73	1,147.27	86.01
790.012 - CDBG Senior Center Operations	1,724.00	1,724.00	1,701.43	22.57	98.69
TOTAL REVENUES	2,396,377.00	2,538,847.34	2,260,564.39	278,282.95	
000.000 - General	1,000.00	350.00	3,145.57	(2,795.57)	898.73
101.000 - Council	16,708.82	19,102.20	17,125.15	1,977.05	89.65
172.000 - Executive	103,388.18	117,506.36	109,036.50	8,469.86	92.79
201.000 - Finance,Budgeting,Accounting	46,874.00	47,448.93	43,184.62	4,264.31	91.01
215.000 - Administration and Clerk	28,262.00	30,771.02	26,196.63	4,574.39	85.13
228.000 - Information Technology	16,300.00	16,652.42	17,822.87	(1,170.45)	107.03
247.000 - Board of Review	6,104.00	6,037.50	2,382.68	3,654.82	39.46

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 05/31/2019	AVAILABLE BALANCE	% BDGT USED
253.000 - Treasurer	42,127.00	42,132.63	36,826.65	5,305.98	87.41
257.000 - Assessor	48,198.00	48,194.93	43,086.31	5,108.62	89.40
262.000 - Elections	39,358.40	39,065.98	28,303.24	10,762.74	72.45
266.000 - Legal Council	15,500.00	16,449.22	16,349.22	100.00	99.39
301.000 - Police Dept	0.00	8,475.59	8,475.59	0.00	100.00
301.266 - Legal Council PSFY	0.00	1,633.50	1,633.50	0.00	100.00
301.851 - Retiree Employer Health Care PSFY	24,000.00	22,366.50	19,644.52	2,721.98	87.83
334.000 - Metro Police Authority	995,200.00	995,200.00	970,927.00	24,273.00	97.56
336.000 - Fire Department	178,200.00	188,741.45	166,627.22	22,114.23	88.28
345.000 - PUBLIC SAFETY BUILDING	51,632.26	51,632.26	38,929.14	12,703.12	75.40
410.000 - Building & Zoning & Planning	81,648.24	99,737.97	103,401.66	(3,663.69)	103.67
410.025 - 2017 CDBG 5157 Morrish Demo	375.00	375.00	0.00	375.00	0.00
448.000 - Lighting	140,000.00	138,600.00	89,350.89	49,249.11	64.47
463.000 - Routine Maint - Streets	0.00	15,850.18	15,850.18	0.00	100.00
728.005 - Holland Square Streetscape	0.00	482,770.00	30,541.75	452,228.25	6.33
781.000 - Facilities - Pajtas Amphitheat	2,217.98	2,217.66	881.53	1,336.13	39.75
782.000 - Facilities - Abrams Park	41,629.78	40,783.30	28,760.94	12,022.36	70.52
783.000 - Facilities - Elms Rd Park	62,552.39	62,795.93	53,625.28	9,170.65	85.40
783.016 - Elms Park Brm-Trail Reno RP15-0003	2,710.50	982.85	982.85	0.00	100.00
784.000 - Facilities - Bicentennial Park	1,527.00	1,482.68	1,469.87	12.81	99.14
786.000 - Non-Motorized Trailway	150,000.00	0.00	0.00	0.00	0.00
787.000 - Veterans Memorial Park	3,273.55	3,226.15	2,195.77	1,030.38	68.06
790.000 - Facilities-Senior Center/Libr	36,065.22	35,722.30	29,520.92	6,201.38	82.64
790.012 - CDBG Senior Center Operations	1,724.00	1,724.00	1,724.00	0.00	100.00

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 05/31/2019	AVAILABLE BALANCE	% BDGT USED
793.000 - Facilities - City Hall	19,468.56	19,270.28	15,559.56	3,710.72	80.74
794.000 - Community Promotions Program	32,056.05	35,107.08	29,823.18	5,283.90	84.95
796.000 - Facilities - Cemetary	2,535.77	4,819.00	3,989.12	829.88	82.78
797.000 - Facilities - City Parking Lots	105,825.60	12,375.60	15,371.70	(2,996.10)	124.21
851.000 - Retired Employee Health Care	26,800.00	26,800.00	15,589.95	11,210.05	58.17
852.000 - Insurance Claims Assessmernt (Tax)	110.00	110.00	17.20	92.80	15.64
965.000 - Transfers Out	168,730.00	278,730.00	219,930.00	58,800.00	78.90
TOTAL EXPENDITURES	2,492,102.30	2,915,240.47	2,208,282.76	706,957.71	
Fund 101 - General Fund:					
TOTAL REVENUES	2,396,377.00	2,538,847.34	2,260,564.39	278,282.95	89.04
TOTAL EXPENDITURES	2,492,102.30	2,915,240.47	2,208,282.76	706,957.71	75.75
NET OF REVENUES & EXPENDITURES	(95,725.30)	(376,393.13)	52,281.63	(428,674.76)	
Fund 202 - Major Street Fund					
000.000 - General	419,300.00	419,300.00	381,379.30	37,920.70	90.96
441.000 - Miller Rd Park & Ride	5,200.00	5,200.00	5,194.08	5.92	99.89
449.500 - Right of Way - General	0.00	1,250.00	1,250.00	0.00	100.00
453.105 - Fairchild-Cappy to Miller TIP	230,601.00	75,663.00	19,463.83	56,199.17	25.72
463.000 - Routine Maint - Streets	0.00	287.50	287.50	0.00	100.00
474.000 - Traffic Services	0.00	0.00	4,805.75	(4,805.75)	100.00
478.000 - Snow & Ice Removal	500.00	2,350.00	3,620.04	(1,270.04)	154.04
TOTAL REVENUES	655,601.00	504,050.50	416,000.50	88,050.00	
228.000 - Information Technology	825.00	825.00	1,475.34	(650.34)	178.83
429.000 - Occupational Safety	26.91	26.91	0.00	26.91	0.00
441.000 - Miller Rd Park & Ride	6,787.80	6,787.80	5,614.34	1,173.46	82.71
449.500 - Right of Way - General	10,000.00	10,000.00	9,787.62	212.38	97.88

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 05/31/2019	AVAILABLE BALANCE	% BDGT USED
449.501 - Right of Way - Storms	200.00	15,920.00	14,539.50	1,380.50	91.33
453.105 - Fairchild-Cappy to Miller TIP	288,251.00	92,330.71	19,276.23	73,054.48	20.88
463.000 - Routine Maint - Streets	104,333.87	151,238.87	83,050.56	68,188.31	54.91
463.104 - Winston Drive Reconstruction	1,200.00	1,200.00	299.88	900.12	24.99
463.307 - Oakview - Seymour to Chelmsford	0.00	22,500.00	16,728.00	5,772.00	74.35
463.308 - Winston - Oakview to Chesterfield	0.00	5,000.00	1,320.25	3,679.75	26.41
473.000 - Routine Maint - Bridges	400.00	400.00	0.00	400.00	0.00
474.000 - Traffic Services	39,708.00	39,683.00	27,897.45	11,785.55	70.30
478.000 - Snow & Ice Removal	41,544.80	81,066.20	38,446.71	42,619.49	47.43
482.000 - Administrative	18,887.00	18,885.00	8,527.51	10,357.49	45.15
538.500 - Intercommunity storm drains	7,000.00	7,000.00	3,279.48	3,720.52	46.85
786.000 - Non-Motorized Trailway	20,000.00	20,000.00	0.00	20,000.00	0.00
965.000 - Transfers Out	85,000.00	85,000.00	85,000.00	0.00	100.00
TOTAL EXPENDITURES	624,164.38	557,863.49	315,242.87	242,620.62	
Fund 202 - Major Street Fund:					
TOTAL REVENUES	655,601.00	504,050.50	416,000.50	88,050.00	82.53
TOTAL EXPENDITURES	624,164.38	557,863.49	315,242.87	242,620.62	56.51
NET OF REVENUES & EXPENDITURES	31,436.62	(53,812.99)	100,757.63	(154,570.62)	
Fund 203 - Local Street Fund					
000.000 - General	133,125.00	133,125.00	158,331.09	(25,206.09)	118.93
449.000 - Right of Way Telecomm	15,000.00	15,000.00	0.00	15,000.00	0.00
449.500 - Right of Way - General	0.00	1,250.00	1,250.00	0.00	100.00
463.000 - Routine Maint - Streets	475.00	475.00	409.00	66.00	86.11
478.000 - Snow & Ice Removal	300.00	1,600.00	2,466.76	(866.76)	154.17
931.000 - Transfers IN	596,500.00	596,500.00	596,500.00	0.00	100.00
TOTAL REVENUES	745,400.00	747,950.00	758,956.85	(11,006.85)	

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 05/31/2019	AVAILABLE BALANCE	% BDGT USED
228.000 - Information Technology	825.00	825.00	1,475.35	(650.35)	178.83
429.000 - Occupational Safety	0.00	174.70	174.70	0.00	100.00
449.500 - Right of Way - General	8,800.00	15,558.84	19,086.09	(3,527.25)	122.67
449.501 - Right of Way - Storms	1,500.00	1,100.00	0.00	1,100.00	0.00
463.000 - Routine Maint - Streets	261,810.47	271,095.47	211,629.96	59,465.51	78.06
463.103 - Worcester/Chesterfield Reconstruc	0.00	4,312.78	4,312.78	0.00	100.00
463.105 - Daval Reconstruction	96,386.78	96,386.78	56,458.26	39,928.52	58.57
463.106 - Hemsley Reconstruction	0.00	63,635.00	20,372.75	43,262.25	32.02
463.107 - Chelmsford - Seymour to Oakview	0.00	19,790.00	16,997.00	2,793.00	85.89
463.108 - Oxford Court	0.00	10,000.00	2,091.50	7,908.50	20.92
474.000 - Traffic Services	8,990.20	13,385.54	17,083.40	(3,697.86)	127.63
478.000 - Snow & Ice Removal	50,206.02	72,335.85	38,632.26	33,703.59	53.41
482.000 - Administrative	19,538.64	18,801.08	10,154.82	8,646.26	54.01
538.500 - Intercommunity storm drains	6,800.00	5,070.45	3,279.48	1,790.97	64.68
TOTAL EXPENDITURES	454,857.11	592,471.49	401,748.35	190,723.14	
Fund 203 - Local Street Fund:					
TOTAL REVENUES	745,400.00	747,950.00	758,956.85	(11,006.85)	101.47
TOTAL EXPENDITURES	454,857.11	592,471.49	401,748.35	190,723.14	67.81
NET OF REVENUES & EXPENDITURES	290,542.89	155,478.51	357,208.50	(201,729.99)	
Fund 204 - MUNICIPAL STREET FUND					
000.000 - General	628,290.00	628,290.00	613,662.92	14,627.08	97.67
TOTAL REVENUES	628,290.00	628,290.00	613,662.92	14,627.08	
905.000 - Debt Service	164,444.40	164,444.40	164,115.23	329.17	99.80
965.000 - Transfers Out	462,000.00	462,000.00	461,500.00	500.00	99.89
TOTAL EXPENDITURES	626,444.40	626,444.40	625,615.23	829.17	

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 05/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 204 - MUNICIPAL STREET FUND:					
TOTAL REVENUES	628,290.00	628,290.00	613,662.92	14,627.08	97.67
TOTAL EXPENDITURES	626,444.40	626,444.40	625,615.23	829.17	99.87
NET OF REVENUES & EXPENDITURES	1,845.60	1,845.60	(11,952.31)	13,797.91	
Fund 226 - Garbage Fund					
000.000 - General	393,465.00	393,465.00	389,189.93	4,275.07	98.91
TOTAL REVENUES	393,465.00	393,465.00	389,189.93	4,275.07	
000.000 - General	10,373.00	10,373.00	0.00	10,373.00	0.00
101.000 - Council	5,865.88	5,865.88	2,985.84	2,880.04	50.90
172.000 - Executive	8,937.06	8,883.07	6,803.97	2,079.10	76.59
201.000 - Finance,Budgeting,Accounting	6,497.00	7,081.89	6,826.53	255.36	96.39
215.000 - Administration and Clerk	4,587.00	4,803.55	4,131.45	672.10	86.01
228.000 - Information Technology	2,200.00	2,200.00	2,132.55	67.45	96.93
253.000 - Treasurer	7,993.00	7,795.53	6,857.15	938.38	87.96
257.000 - Assessor	3,000.00	2,805.97	0.00	2,805.97	0.00
528.000 - Sanitation Collection	282,905.90	288,706.62	239,511.94	49,194.68	82.96
530.000 - Wood Chipping	41,993.60	40,849.14	29,709.84	11,139.30	72.73
782.000 - Facilities - Abrams Park	3,366.80	5,015.42	6,166.00	(1,150.58)	122.94
783.000 - Facilities - Elms Rd Park	5,384.54	6,124.53	7,442.26	(1,317.73)	121.52
793.000 - Facilities - City Hall	3,904.49	4,059.62	3,604.13	455.49	88.78
TOTAL EXPENDITURES	387,008.27	394,564.22	316,171.66	78,392.56	
Fund 226 - Garbage Fund:					
TOTAL REVENUES	393,465.00	393,465.00	389,189.93	4,275.07	98.91
TOTAL EXPENDITURES	387,008.27	394,564.22	316,171.66	78,392.56	80.13
NET OF REVENUES & EXPENDITURES	6,456.73	(1,099.22)	73,018.27	(74,117.49)	
Fund 248 - Downtown Development Fund					
000.000 - General	49,600.00	54,603.98	54,585.76	18.22	99.97
728.004 - Family Movie Night	1,000.00	1,000.00	1,500.00	(500.00)	150.00

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 05/31/2019	AVAILABLE BALANCE	% BDGT USED
TOTAL REVENUES	50,600.00	55,603.98	56,085.76	(481.78)	
173.000 - DDA Administration	3,365.00	3,365.00	2,815.30	549.70	83.66
728.000 - Economic Development	10,125.00	14,288.75	14,183.75	105.00	99.27
728.002 - Streetscape	101,200.00	101,200.00	90,000.00	11,200.00	88.93
728.003 - Facade Program	10,000.00	26,486.75	4,750.50	21,736.25	17.94
728.004 - Family Movie Night	3,900.00	3,900.00	5,475.00	(1,575.00)	140.38
TOTAL EXPENDITURES	128,590.00	149,240.50	117,224.55	32,015.95	
Fund 248 - Downtown Development Fund:					
TOTAL REVENUES	50,600.00	55,603.98	56,085.76	(481.78)	100.87
TOTAL EXPENDITURES	128,590.00	149,240.50	117,224.55	32,015.95	78.55
NET OF REVENUES & EXPENDITURES	(77,990.00)	(93,636.52)	(61,138.79)	(32,497.73)	
Fund 350 - City Hall Debt Fund					
000.000 - General	14.50	14.50	16.27	(1.77)	112.21
931.000 - Transfers IN	88,730.00	88,730.00	88,730.00	0.00	100.00
TOTAL REVENUES	88,744.50	88,744.50	88,746.27	(1.77)	
905.000 - Debt Service	89,480.00	89,480.00	89,480.00	0.00	100.00
TOTAL EXPENDITURES	89,480.00	89,480.00	89,480.00	0.00	
Fund 350 - City Hall Debt Fund:					
TOTAL REVENUES	88,744.50	88,744.50	88,746.27	(1.77)	100.00
TOTAL EXPENDITURES	89,480.00	89,480.00	89,480.00	0.00	100.00
NET OF REVENUES & EXPENDITURES	(735.50)	(735.50)	(733.73)	(1.77)	
Fund 402 - Fire Equip Replacement Fund					
000.000 - General	70.00	0.00	(226.77)	226.77	100.00
931.000 - Transfers IN	30,000.00	140,000.00	81,200.00	58,800.00	58.00
TOTAL REVENUES	30,070.00	140,000.00	80,973.23	59,026.77	
336.000 - Fire Department	0.00	250,000.00	191,187.48	58,812.52	76.47
TOTAL EXPENDITURES	0.00	250,000.00	191,187.48	58,812.52	

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 05/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 402 - Fire Equip Replacement Fund:					
TOTAL REVENUES	30,070.00	140,000.00	80,973.23	59,026.77	57.84
TOTAL EXPENDITURES	0.00	250,000.00	191,187.48	58,812.52	76.47
NET OF REVENUES & EXPENDITURES	30,070.00	(110,000.00)	(110,214.25)	214.25	
Fund 590 - Water Supply Fund					
000.000 - General	1,100.00	1,100.00	1,106.36	(6.36)	100.58
540.000 - Water System	2,164,550.00	2,164,570.00	1,590,274.91	574,295.09	73.47
TOTAL REVENUES	2,165,650.00	2,165,670.00	1,591,381.27	574,288.73	
000.000 - General	71,858.10	71,858.10	0.00	71,858.10	0.00
101.000 - Council	8,736.44	8,579.94	7,508.18	1,071.76	87.51
172.000 - Executive	28,347.05	28,750.03	25,765.86	2,984.17	89.62
201.000 - Finance,Budgeting,Accounting	20,581.00	22,610.00	21,029.95	1,580.05	93.01
215.000 - Administration and Clerk	17,209.00	16,984.91	15,486.19	1,498.72	91.18
228.000 - Information Technology	6,855.00	6,855.00	7,481.33	(626.33)	109.14
253.000 - Treasurer	28,629.00	29,431.99	26,387.26	3,044.73	89.66
540.000 - Water System	1,974,615.10	2,112,239.55	1,397,811.26	714,428.29	66.18
542.000 - Read and Bill	53,243.20	53,384.37	42,073.65	11,310.72	78.81
543.230 - Water Main Repair USDA Grant	0.00	219,123.00	212,519.50	6,603.50	96.99
793.000 - Facilities - City Hall	9,588.51	10,822.89	9,021.35	1,801.54	83.35
850.000 - Other Functions	12,000.00	12,000.00	0.00	12,000.00	0.00
905.000 - Debt Service	49,115.60	49,115.60	49,021.43	94.17	99.81
TOTAL EXPENDITURES	2,280,778.00	2,641,755.38	1,814,105.96	827,649.42	
Fund 590 - Water Supply Fund:					
TOTAL REVENUES	2,165,650.00	2,165,670.00	1,591,381.27	574,288.73	73.48
TOTAL EXPENDITURES	2,280,778.00	2,641,755.38	1,814,105.96	827,649.42	68.67
NET OF REVENUES & EXPENDITURES	(115,128.00)	(476,085.38)	(222,724.69)	(253,360.69)	

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 05/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 591 - Sanitary Sewer Fund					
000.000 - General	1,080.00	1,080.00	7,561.50	(6,481.50)	700.14
536.000 - Sewer System	1,287,485.00	1,287,485.00	941,924.81	345,560.19	73.16
TOTAL REVENUES	1,288,565.00	1,288,565.00	949,486.31	339,078.69	
000.000 - General	23,582.50	23,159.87	0.00	23,159.87	0.00
101.000 - Council	8,336.44	8,344.24	7,508.42	835.82	89.98
172.000 - Executive	29,315.89	28,714.17	25,650.43	3,063.74	89.33
201.000 - Finance,Budgeting,Accounting	19,646.00	22,586.94	21,029.15	1,557.79	93.10
215.000 - Administration and Clerk	15,744.00	16,853.02	15,482.37	1,370.65	91.87
228.000 - Information Technology	6,900.00	6,900.00	7,481.33	(581.33)	108.43
253.000 - Treasurer	29,730.00	29,831.03	26,387.83	3,443.20	88.46
536.000 - Sewer System	950,565.12	951,941.51	554,308.84	397,632.67	58.23
537.000 - Sewer Lift Stations	14,257.20	14,668.91	10,524.68	4,144.23	71.75
542.000 - Read and Bill	59,561.04	58,976.91	51,996.72	6,980.19	88.16
543.401 - Flush & TV Sewers	30,904.00	42,199.00	42,199.00	0.00	100.00
543.408 - Sewer Rehab Phase 8	220,000.00	207,855.00	0.00	207,855.00	0.00
793.000 - Facilities - City Hall	10,861.55	10,507.58	8,998.31	1,509.27	85.64
850.000 - Other Functions	10,000.00	10,000.00	0.00	10,000.00	0.00
TOTAL EXPENDITURES	1,429,403.74	1,432,538.18	771,567.08	660,971.10	
Fund 591 - Sanitary Sewer Fund:					
TOTAL REVENUES	1,288,565.00	1,288,565.00	949,486.31	339,078.69	73.69
TOTAL EXPENDITURES	1,429,403.74	1,432,538.18	771,567.08	660,971.10	53.86
NET OF REVENUES & EXPENDITURES	(140,838.74)	(143,973.18)	177,919.23	(321,892.41)	
Fund 661 - Motor Pool Fund					
000.000 - General	161,750.00	158,200.00	131,608.67	26,591.33	83.19
TOTAL REVENUES	161,750.00	158,200.00	131,608.67	26,591.33	

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 05/31/2019	AVAILABLE BALANCE	% BDGT USED
172.000 - Executive	11,424.12	9,434.62	9,409.30	25.32	99.73
201.000 - Finance,Budgeting,Accounting	7,602.00	7,617.00	6,855.25	761.75	90.00
228.000 - Information Technology	865.00	850.00	919.05	(69.05)	108.12
795.000 - Facilities - City Garage	153,877.11	214,227.11	126,114.39	88,112.72	58.87
TOTAL EXPENDITURES	173,768.23	232,128.73	143,297.99	88,830.74	
Fund 661 - Motor Pool Fund:					
TOTAL REVENUES	161,750.00	158,200.00	131,608.67	26,591.33	83.19
TOTAL EXPENDITURES	173,768.23	232,128.73	143,297.99	88,830.74	61.73
NET OF REVENUES & EXPENDITURES	(12,018.23)	(73,928.73)	(11,689.32)	(62,239.41)	
Fund 865 - Sidewalks					
478.000 - Snow & Ice Removal	1,400.00	1,400.00	1,715.00	(315.00)	122.50
TOTAL REVENUES	1,400.00	1,400.00	1,715.00	(315.00)	
478.000 - Snow & Ice Removal	1,950.00	1,950.00	2,345.00	(395.00)	120.26
TOTAL EXPENDITURES	1,950.00	1,950.00	2,345.00	(395.00)	
Fund 865 - Sidewalks:					
TOTAL REVENUES	1,400.00	1,400.00	1,715.00	(315.00)	122.50
TOTAL EXPENDITURES	1,950.00	1,950.00	2,345.00	(395.00)	120.26
NET OF REVENUES & EXPENDITURES	(550.00)	(550.00)	(630.00)	80.00	
Fund 866 - Weed Fund					
000.000 - General	7,000.00	7,000.00	4,650.00	2,350.00	66.43
TOTAL REVENUES	7,000.00	7,000.00	4,650.00	2,350.00	
000.000 - General	1,000.00	1,125.00	1,135.00	(10.00)	100.89
TOTAL EXPENDITURES	1,000.00	1,125.00	1,135.00	(10.00)	
Fund 866 - Weed Fund:					
TOTAL REVENUES	7,000.00	7,000.00	4,650.00	2,350.00	66.43
TOTAL EXPENDITURES	1,000.00	1,125.00	1,135.00	(10.00)	100.89
NET OF REVENUES & EXPENDITURES	6,000.00	5,875.00	3,515.00	2,360.00	

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
PARK AND RECREATION ADVISORY BOARD
MINUTES OF REGULAR MEETING
June 5, 2019

Meeting called to order at 5:32 p.m. by Chairperson Hicks at the Paul D. Bueche Municipal Building.

Members Present: Jentery Farmer, James Barclay, Rick Henry, Rae Lynn Hicks, Samantha Fountain, Connie Eskew, Trudy Plumb.

Members Absent: Larry Cummings, Joe Perrault.

Staff Present: Tom Svrcek.

Others Present: Lania Rocha, Dennis Novak, Bob Plumb.

APPROVAL OF AGENDA: Motion by Henry to approve agenda of June 5, 2019, supported by Plumb.
Motion carried.

APPROVAL OF MINUTES: Motion by Barclay, to approve minutes of May 1, 2019, supported by Henry.
Motion carried.

MEETING OPEN TO THE PUBLIC: No comment.

COMMUNICATIONS TO THE BOARD:

- A. May 1, 2019 Minutes
- B. Staff Letter

REPORTS:

- A. DPW REPORT: The parks are wet, mowing the best that he can. There are trees to be put in but grounds still too wet. Lots of schools using the parks, they've been very busy. Soccer field seats have been fixed. The girl's lacrosse and softball teams did an excellent job cleaning up.

BUSINESS:

- A. Elms Storage: Unfortunately no update on this, waiting for call back.
- B. Playscape Stain & Kiwanis: Tom recommended staining in the fall when the park isn't so busy. The city will supply stain and all supplies needed for the project. Rae Lynn will coordinate the project with Laurel Burns.
- C. Green Team GFWC Projects: The group is planting around Mari Dan.
- D. Slip & Slide: The pavilions are reserved, supplies from last year can be used. Jim Barclay requested yellow safety fence down the sides and at top. There will be a safety meeting on July 19th at 7 p.m. at Elms Park. The EMS are set up to be there on the day of the event. Metro PD MVP will be contacted to see if they can get some volunteers to help with the parking at the event.

MEETING OPEN TO THE PUBLIC: None.

BOARD MEMBER COMMENTS: Rick indicated that they are replacing shrubs at the Veterans Park. He commented on the person in scary costume at Hometown Days and suggested they should have had some type of identification of what they was advertising. The costume was quite scary for younger children.

Jentery thought the park board's float was wonderful and Hometown Days went well even with the bad weather.

Samantha will share the slip & slide event information with her chamber.

ADJOURNMENT: Meeting adjourned at 6:12 p.m.

NEXT MEETING: July 3, 2019, 5:30 p.m. at City Hall.

Connie Eskew, Secretary



michigan municipal league

Liability & Property Pool

Proposal

for the

City of Swartz Creek

Presented By:

Brian Steckroth
(248) 204-8283

June 20, 2019

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This proposal is intended to be only a summary of coverages and services. For specific details on coverage terms and conditions, please refer to the Michigan Municipal League Liability and Property Pool coverage document.

Executive Overview

The Michigan Municipal League Liability and Property Pool is administered by the Risk Management staff of the Michigan Municipal League, and serviced by Meadowbrook, Inc. Since 1982, the Pool has been a stable source of comprehensive municipal insurance and risk management services. It is financially secure and positioned for long-term stability.

The **City of Swartz Creek** has been a Pool member since **1985**.

The League administrative staff and the dedicated Pool staff at Meadowbrook, Inc. are municipal insurance experts. Municipal risk management is our only business, and we're proud of it!

The Pool provides insurance coverage designed specifically for Michigan municipal exposures, combined with a package of loss control programs, claims administration, legal defense and membership services that you won't find anywhere else in Michigan.

This quotation is based on the limits of coverage requested by the **City of Swartz Creek**. Higher limits may be available, subject to underwriting review by Pool Management. Please submit requests for higher limits in writing to your Account Executive. Your request will be considered by Pool Management.

The insurance and related services described more fully in this proposal are being offered to the **City of Swartz Creek** for an annual premium of **\$43,823**. When compared to last year's cost of \$42,084, it represents a premium increase of \$1,739. In addition, the MML Liability & Property Pool Board of Trustees voted to return another post-renewal dividend for Members renewing in 2019. The **City of Swartz Creek's** portion of the dividend return is \$4,050. The **City of Swartz Creek** will receive this dividend in the month following payment of your 2019 renewal premium.)

We encourage you to compare the Pool with our competition. Compare us based on price, coverage, service, financial security, experience and commitment to municipal risk management. When you do, the advantages of Pool membership become clear.

Thank you for being a Pool member. We look forward to servicing your risk management program for many years to come.

Our Mission

To be a long-term, stable, cost-effective risk management alternative for members of the Michigan Municipal League Liability and Property Pool.

Introduction

What You Can Expect Of Us

- ✓ A commitment to learn, understand and respond to your insurance needs;
- ✓ Continuous planning and innovation in product development and service delivery;
- ✓ Products that meet your needs in terms of price, coverage and service;
- ✓ Prompt, accurate, and courteous response to your questions, problems and claims; and
- ✓ Knowledgeable and professional staff serving your needs consistently and with integrity.

Your Pool Insures More Than . . .

- | | |
|--------------------------------|----------------------------------|
| ✓ 433 Public Entity Members | ✓ 16 Electric Utilities |
| ✓ 139 Fire Departments | ✓ 24 Municipal Marinas |
| ✓ 170 Law Enforcement Agencies | ✓ \$5 Billion of Property Values |
| ✓ 2195 Police Officers | ✓ 195 Water Service Operations |
| ✓ 5,772 Miles of Streets/Roads | ✓ 218 Sewer Plant Operations |
| ✓ 6,950 Vehicles | |



Coverage and Cost Summary City Of Swartz Creek

Effective 07-01-2019 to 07-01-2020

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Municipal General Liability (Coverage A)	\$10,000,000	N/A	\$0
Mundy Township	\$10,000,000	N/A	\$0
Sewer Back-Up Sublimit	\$100,000	\$100,000	\$0
Personal Injury Liability (Coverage B)	\$10,000,000	N/A	\$0
Medical Payments (Coverage C)	\$10,000	N/A	N/A
Public Officials Liability (Coverage D)	\$10,000,000	N/A	\$0
Mundy Township	\$10,000,000	N/A	\$0
Law Enforcement Liability (Coverages A, B, and D)	No Coverage	N/A	N/A
Employee Benefit Liability	\$1,000,000	\$1,000,000	\$0
Fire Legal Liability	\$100,000	N/A	N/A
Cyber Liability & Data Breach Response	\$100,000	\$100,000	See Declaration
Dam Liability	No Coverage	N/A	N/A
Marina Operator Liability	No Coverage	N/A	N/A
Automobile Liability (Coverages A and B)	\$10,000,000	N/A	\$0
<u># Vehicles</u>	<u>Comp</u>	<u>Coll</u>	
10	\$250	\$1,000	

Coverages A, B, and D are provided with a combined single limit of liability. The most the Pool will pay for any one occurrence is \$10,000,000 regardless of the number of coverages involved in the occurrence.

Property

Property - Blanket Basis	\$10,394,758	N/A	\$250
Boiler and Machinery	Included	N/A	\$250
Building(s)	Included	N/A	\$250
Contents	Included	N/A	\$250
Property in the Open	Included	N/A	\$250
Protection & Preservation	Included	N/A	N/A
Property - Actual Cash Value	N/A	N/A	N/A
Property - Limited Replacement Cost	N/A	N/A	N/A
Property - No Coverage	See Schedule	N/A	N/A
Property - Replacement Cost	See Schedule	N/A	\$0
Accounts Receivable	\$100,000	N/A	\$250
Consequential Damage	\$100,000	N/A	N/A
Contractor's Equipment	\$265,302	N/A	\$250

Coverage and Cost Summary City Of Swartz Creek

Effective 07-01-2019 to 07-01-2020

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Debris Removal - the lesser of 25% of physical damage loss or	\$5,000,000	\$5,000,000	N/A
Demolition & Increased Costs of Construction Limit	\$100,000	N/A	N/A
Earth Movement	\$2,000,000	\$2,000,000	\$5,000
Electronic Data Processing Equip	\$100,000	N/A	\$250
Expediting Expense	\$100,000	N/A	N/A
Extra Expense	\$100,000	N/A	N/A
Fine Arts	\$100,000	N/A	\$250
Flood (Except for Members located in Flood Zone A, AO, AH, A1-A999, AE, or AR)	\$1,000,000	\$1,000,000	\$5,000
Fungal Pathogens	\$25,000	\$25,000	\$250
Loss of Income	\$100,000	N/A	N/A
Loss of Rents	\$100,000	N/A	N/A
Ornamental Trees, Shrubs, Plants or Lawn	\$5,000	\$10,000	\$250
Personal Effects & Property of Others	\$500	\$2,500	\$250
Radio Equipment	\$42,448	N/A	\$250
Valuable Papers	\$100,000	N/A	\$250
<u>Comprehensive Crime Coverage</u>			
Employee Dishonesty Blanket/Faithful Performance	\$100,000	N/A	N/A
Computer Fraud	\$100,000	N/A	N/A
Depositors Forgery	\$100,000	N/A	N/A
Funds Transfer Fraud	\$100,000	N/A	N/A
Impersonation Fraud	\$100,000	N/A	N/A
Money and Securities Inside	\$100,000	N/A	N/A
Money and Securities Outside	\$100,000	N/A	N/A
Money Orders and Counterfeit Paper	\$100,000	N/A	N/A
<u>Bonds</u>			
Bond #: A Treasurer	\$100,000	N/A	N/A

Only one deductible applies to claims involving two or more property coverages.

The Michigan Municipal League Liability and Property Pool is pleased to offer all coverages and services described in this proposal for an annual premium of \$43,823.

Your Team of Experts



Brian Steckroth
Account Executive
(248) 204-8283



Michael J. Forster
Pool Administrator
(734) 669-6340



Ellen Skender
248-204-8582



Joan Opett
248-204-8579

Customer Service Representatives



Mark Ott
Claims Supervisor
(616) 942-0311, ext. 4123



Rod Pearson
Loss Control Supervisor
(248) 204-8036

Benefits of Pooling with the MML

- ✓ Proven long-term availability and stability
- ✓ Broad coverage document written specifically for Michigan municipalities
- ✓ Services tailored to unique needs of Michigan municipalities
- ✓ Member assets controlled by an elected Board of municipal officials
- ✓ Equitable rating based on Pool experience in Michigan
- ✓ Aggressive defense strategy – positive impact on case law
- ✓ Professional, dedicated, and experienced local management, oversight and service
- ✓ Decisions made and problems resolved by a group of your peers
- ✓ Investment income and underwriting surplus used to benefit members
- ✓ Lower expenses through tax-exempt and non-profit status
- ✓ Special loss avoidance training sessions including:
 - ✓ Safety aspects of emergency vehicle operations
 - ✓ Accident investigation for supervisors
 - ✓ Confined spaces training

The advantages of pooling can be summarized by:

Service + Control + Value

City of Swartz Creek Has . . .

- ✓ \$698,200 Annual Payroll
- ✓ \$10,394,758 of total values for real and personal property
- ✓ 0 Law enforcement officers
- ✓ 10 Vehicles

Increased Liability Limits

We cannot guarantee the adequacy of any limit of liability. Due to the following factors, it may be prudent to consider higher limits:

- ✓ Increased jury awards in your jurisdiction
- ✓ Increased litigation trends
- ✓ Protection of tax base against judgments in excess of your policy limits

If you are interested in increasing your liability limits, please contact your Account Executive

Highlights of Coverages Provided

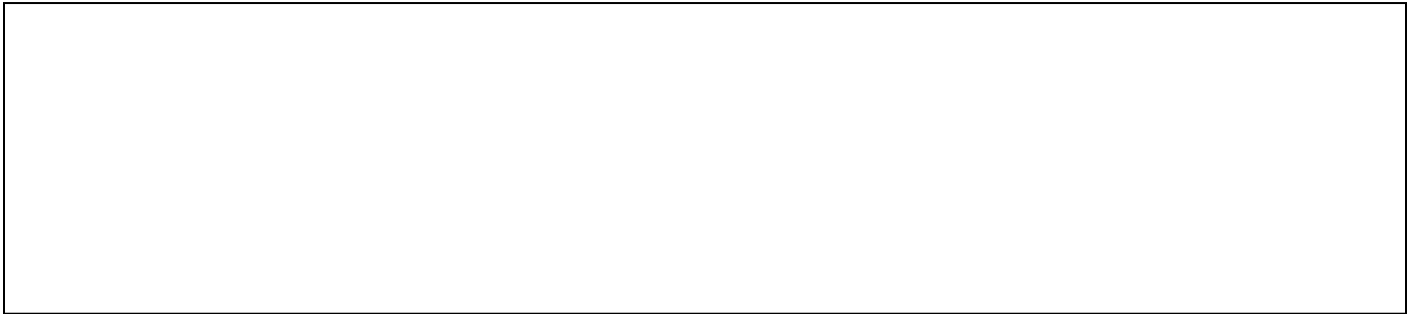
Who Is Insured?

The Pool member entity, elected and appointed officials, employees and authorized volunteers, and any person officially appointed to a Board or Commission

General Liability

In addition to standard liability coverages (bodily injury, property damage, products and completed operations) the Pool provides coverages that municipalities need on an **occurrence basis with no aggregate liability limits**:

- ✓ Liability resulting from mutual aid agreements
- ✓ Premises medical payments
- ✓ Host liquor liability
- ✓ Watercraft liability, owned less than 26' and non-owned less than 50'
- ✓ Special events **excluding** -
 - Fireworks (unless endorsed)
 - Liquor Liability
 - Mechanical Amusement Rides
- ✓ Fire legal liability for real property
- ✓ Ambulance and EMT malpractice



- ✓ Athletic participation liability
- ✓ Employee benefit liability
- ✓ Cemetery operations coverage
- ✓ Marina Operators coverage available
- ✓ Up to \$10 million in liability limits available
- ✓ Pollution coverage for Hazardous Response Teams
- ✓ Cyber Liability and Data Breach Response Coverage – as described on MMLCYD (09/17)

General Liability Exclusions . . .

The following is a partial list of general liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution (except for Hazmat operations).
- ✓ Nuclear energy / nuclear material hazards
- ✓ Expected or intended injury
- ✓ Breach of contract
- ✓ Failure of dams (unless endorsed)
- ✓ Backup of Sewers and Drains (**exception -- \$100,000 Annual Aggregate Sublimit for Sewer and Drain Liability**)
- ✓ Aircraft Liability – (Unless Endorsed -- Limited Coverage for Unmanned Aircraft—MML236)
- ✓ Contractual Liability
- ✓ Failure to supply utilities
- ✓ Electromagnetic radiation
- ✓ Medical malpractice for doctors and physicians
- ✓ Criminal activity--Intentional acts w/knowledge of wrongdoing

Cyber Liability and Data Breach Response Coverage

- ✓ Information Security and Privacy Liability
- ✓ Privacy Breach Response Services
- ✓ Regulatory Defense and Penalties
- ✓ Website Media Content Liability
- ✓ PCI Fines, Expenses and Costs
- ✓ Cyber Extortion
- ✓ First Party Data Protection
- ✓ First Party Business Interruption

Public Officials Liability Coverage

“Wrongful Acts”, including intentional acts, defined as any actual or alleged error, misstatement, act of omission, neglect or breach of duty including:

- ✓ Neglect of duty
- ✓ Zoning defense and land use litigation
- ✓ Malfeasance
- ✓ Violation of civil rights
- ✓ Discrimination
- ✓ Employment practices
- ✓ Misfeasance
- ✓ Cable TV broadcasting

Public Officials Liability Exclusions

The following is a partial list of public officials’ liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution and Nuclear Energy
- ✓ Fraud, dishonesty, intentional and criminal acts
- ✓ Failure to purchase coverage or adequate coverage
- ✓ Return of governmental grants or subsidies
- ✓ Intentional acts with knowledge of wrongdoing
- ✓ Eminent domain / takings
- ✓ Illegal profit
- ✓ Labor union actions
- ✓ ERISA violations
- ✓ Backup of Sewers and Drains

Personal Injury & Advertising / Broadcasters Liability Coverage

- ✓ Mental anguish and stress
- ✓ Libel, slander or defamation of character; violation of an individual’s right of privacy
- ✓ Proactive services for non-monetary damage claims

Police Professional Liability Coverage

Police Professional Liability coverage is contained within the General Liability and Public Official Liability Coverage Parts

- ✓ Discrimination
- ✓ Violation of civil rights
- ✓ Jail operations
- ✓ False arrest, detention or imprisonment, or malicious prosecution
- ✓ Wrongful entry or eviction or other invasion of the right of private occupancy
- ✓ Assault or battery
- ✓ Improper service of suit
- ✓ Coverage assumes officers act with intent

Property Coverage

In addition to covering buildings, contents and personal property, the Pool provides:

- ✓ Blanket coverage -- All member-owned property insured (unless specifically excluded)
- ✓ Coverage based on ownership rather than on a "schedule on file" avoids coverage gaps due to errors or oversight
- ✓ Property of others in custody of the Member for which the Member has an obligation to provide coverage
- ✓ Boiler & Machinery coverage, including Boiler certification inspections
- ✓ Replacement Cost or Actual Cash Value available
- ✓ Fungal Pathogens (Mold) Limited Coverage
- ✓ Demolition/increased cost of construction
- ✓ No coinsurance
- ✓ Valuable papers
- ✓ Loss of Rents
- ✓ Property in the open
- ✓ Extra expense
- ✓ Expediting expense

Property Exclusions

The following is a partial list of property coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Nuclear reaction/ contamination
- ✓ War
- ✓ Cyber Risk
- ✓ Fungal Pathogens (Mold) excess of sub-limit
- ✓ Failure to supply utilities
- ✓ Transmission Lines and Poles
- ✓ Dishonest acts
- ✓ Acts of Terrorism excess of Pool's Aggregate Sublimit -- MMLC TR (9/1/10)
- ✓ Wear and tear
- ✓ Computer failures/ viruses

Only one deductible applies to claims involving two or more property coverages.

Comprehensive Crime Coverage

- ✓ Employee Dishonesty/ Faithful Performance of Duty coverage provided on a blanket basis
- ✓ Loss Inside the Premises
- ✓ Loss Outside the Premises
- ✓ Money Orders/ Counterfeit Currency
- ✓ Depositors Forgery
- ✓ Position Fidelity Bonds
- ✓ Computer Fraud
- ✓ Funds Transfer Fraud

Automobile Coverage Highlights

What Is Covered?

Coverage is afforded while operating land motor vehicles, trailers or semi-trailers designed for travel on public roads.

Auto Coverages Provided

- ✓ Michigan No-Fault Coverage, includes mini-tort coverage for no extra charge
- ✓ Excess protection for use of personal automobile for municipal business
- ✓ Uninsured motorist for municipally owned vehicles
- ✓ Underinsured motorists
- ✓ Non-owned and hired auto
- ✓ Comprehensive - actual cash value basis
- ✓ Collision - actual cash value basis
- ✓ Volunteer firefighter auto accident liability coverage
- ✓ Agreed value coverage for emergency vehicles is available
- ✓ Fire or Rescue Vehicle Rental Reimbursement Coverage

Pool Risk Management Services

- ✓ Review and service of all municipal insurance matters
- ✓ Public entity experts address various liability issues
- ✓ Aggressive, member-oriented defense strategy
- ✓ Former police officials address law enforcement risks
- ✓ Physical inspection by municipal loss control consultants
- ✓ Law enforcement risk control programs (LEAF and LERC)
- ✓ Property appraisal services available

Online Services

www.mml.org (click on the *Insurance* button) – offers Pool members an outstanding resource for municipal risk management information and self-help tools in one attractive, simple-to-navigate location. File a claim on line. Download your renewal application. Request a loss control service visit. E-mail us a question. Other services available online:

- ✓ Online Forms (including Sewer Backup Sample Documents)
- ✓ Risk Resources:
 - ✓ Risk Control Solutions
 - ✓ Safety & Health Manual
 - ✓ Risk Management is Good Management Program
 - ✓ Law Enforcement Newsletters
 - ✓ Access to Safetysurance website -- <http://www.safetysurance.com/>
- ✓ MML Pool Audited Financial Statements
- ✓ Intergovernmental Contract
- ✓ Board of Directors, Pool Administrator and Staff Profiles and Contact Information

Membership Responsibilities

Membership in the Michigan Municipal League Liability and Property Pool provides numerous benefits. Likewise, individual members have certain responsibilities to the other members, which are detailed in the Intergovernmental Contract. The following is a summary of the membership responsibilities. Please refer to the Intergovernmental Contract, Articles 5 and 6, for more information.

- ✓ If a Member intends to leave the Pool, the Member must send a written notice to the Pool at least 60 days prior to its next renewal date.
- ✓ A Member must pay its premium when due. The Pool must give each member 20 days written notice of intent to terminate membership for nonpayment of premium. Payment of premium before the 20 days notice is effective will entitle the Member to reinstatement.
- ✓ Members must maintain membership or associate membership status in the Michigan Municipal League.
- ✓ A Member will allow attorneys employed by the Pool to represent the Member in defense of any claim made against the Member within the scope of coverage provided by the Pool. A Member will cooperate with the assigned attorneys, claims adjusters, service company or other agents of the Pool relating to the defense of claims for which the Pool is providing coverage.
- ✓ A Member will follow loss reduction and prevention measures established by the Pool.
- ✓ A Member will report to the Pool as promptly as possible all incidents that the Member reasonably believes may result in a claim against the Member.

AGREEMENT

Between

The

CITY OF SWARTZ CREEK

And

SWARTZ CREEK CITY EMPLOYEES UNION

AFSCME 1918-23

July 1, 2019 – June 30, 2022

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AGREEMENT - AFSCME LOCAL 1918-23

JULY 1, 2019 - JUNE 30, 2022

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SECTION NO. 1 - AGREEMENT

This agreement is made this ___ day of June, 2019, between the City of Swartz Creek, a Municipal Corporation, hereinafter mostly referred to as the "Employer" or the "City" and the Swartz Creek Employees Union, Chapter 23 of Local Union No. 1918 affiliated with Michigan AFSCME Council No. 25 and chartered by the American Federation of State, County and Municipal Employees (AFL-CIO), hereinafter referred to as the "Union", "Unit" or "Bargaining Unit".

Deleted: 2016

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

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 Union so as to enhance the Employer's ability to totally serve the community.

SECTION NO. 2 - 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, without limiting the generality of the foregoing, the right:

1. To the exclusive management and control of the governmental system, its property, facilities, operations and affairs.
2. To hire employees, determine their qualifications, conditions of employment, dismissal, demotion, suspension, or layoff; to determine the number and scheduling of all employees; to promote or transfer all employees; to determine the size of the work force; and to assign duties to, and to direct, all employees.
3. To make and change rules and regulations not inconsistent with the terms and provision of this agreement.
4. To determine services, supplies and equipment; to determine all methods and means of distributing, disseminating 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.
5. To subcontract the performance of services, but not to erode the work force.
6. To determine the number and location or relocation of its facilities.

7. To determine all financial practices and policies, including all accounting procedures, and all matters pertaining to public relations of the City of Swartz Creek.
8. To determine the size of the management organization, its functions, authority, amount of supervision and table of 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. 3 - RECOGNITION

- A) Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement for all employees of the Employer included in the bargaining units described as follows:
 - 1) Department of Public Services: Public Service Employee I, Public Service Crew Leader, and Public Service General Part-Time. Specific job descriptions shall be kept on file with the City at all times, and available to members of the unit.
 - 2) Administrative Assistants: Administrative Assistant I, Administrative Assistant II, and Administrative Assistant General Part-Time. Specific job descriptions shall be kept on file with the City at all times, and available to members of the unit.
- B) The following employees will not be in the bargaining unit: City Manager, Assistant to the City Manager, City Clerk, City Assessor, City Treasurer, Finance Officer, Code Enforcement Officer, Building Inspector, Director of Public Services, all Police Officers and Fire Fighters.
- C) The Employer will not promote or finance any labor group or organization, which purports to engage in collective bargaining or make any agreement with such group or organization for the purpose of undermining the Union.

SECTION NO. 4 - UNION SECURITY - REQUIREMENTS OF UNION MEMBERSHIP

- A) Employees covered by this agreement at the time it becomes effective, and who are members of the Union, at that time, may continue membership in the Union for the duration of this agreement.
- B) Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this agreement and covered by this agreement, may become members of the Union for the duration of this agreement, on the first pay period of the month after an employee has been employed for a period of thirty (30) days.

- C) Nonpayment of special dues levied by the Union, other than monthly dues, service fees and initiation fees, shall not be construed as affecting the good standing of the employee insofar as disciplinary action on the part of the Employer at the request of the Union is concerned.
- D) On and after the thirty-first (31st) day following the beginning of employment, any present or future employee who is not a Union member and who has not made application for membership may pay to the Union each month a service fee as established by law to the Union.

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

- A) Authorization for Check-Off.

Employees may tender the initiation fee and monthly membership dues by signing the Authorization for Check-Off of Dues form, provided by the Union. 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 Union membership dues levied in accordance with the Constitution of the Union 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 form 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 thirty (30) days employment and the first pay period of each month thereafter.

- C) Remittance of Dues to Financial Officer

Check-Off deduction for any calendar month shall be remitted to the designated financial officer of the Local with a list of whom dues have been deducted from as soon as possible after the first day of the following month.

- D) Termination of Check-Off Deductions

An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which the employee [notifies the employer in writing and Michigan AFSCME Council 25 via certified mail to 1034 N. Washington Ave., Lansing, MI 48906](#). The Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

Deleted: is no longer a member of the bargaining unit

- E) Disputes Concerning Membership

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Union, and if

not resolved by said representatives said dispute will be submitted at STEP TWO of the grievance procedure.

F) Limit of Employer's Liability

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

The Union shall protect and hold 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 Check-Off of Dues Form

The Check-Off of Dues Form shall be in that form as shall be approved from time to time by both the Employer and Union, and said form shall be available through the payroll clerk.

H) P.E.O.P.L.E. Check-Off.

The Employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

I) The Union Chairperson or designee will be permitted, during a new hire employees orientation, be allowed to spend up to 30 minutes with that new hire to assist in answering questions and familiarizing the new hire with the Union.

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SECTION NO. 6 - STEWARDS AND ALTERNATE STEWARDS

Employees in the group classifications listed below shall be represented by a Chairperson/Chief Steward or a Steward for Group I or a steward for Group II. During overtime periods an alternate steward may be appointed by the Chairperson of the Chapter.

- 1. Group I - Department of Public Services
- 2. Group II – Administrative Assistants

The Group I Steward, or the Group II Steward, or the Chief Steward may investigate grievances; however, it is agreed that only one steward shall investigate a grievance. If it becomes necessary for a Steward to investigate grievances during the Steward's normal shift, the Steward shall be paid at his or her regular rate for that time as though working, provided however, such time spent must be kept within reasonable limits.

SECTION NO. 7 - SPECIAL CONFERENCES

- A) Special conferences for important matters may be arranged between the Employer or its designated representative and the Union upon the request of either party. Such conferences shall be between not more than two (2) representatives of the Chapter, a representative of Council No. 25 or the International Union, and two representatives of the Employer. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in a special conference shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 A.M. and 4:00 P.M. Members of the Union shall not lose time or pay for time spent in such special conferences.
- B) The Union representatives may meet at a place designated on the Employer's property for a time not to exceed one-half hour preceding the conference.
- C) All supplemental agreements shall be subject to the approval of the Employer and the Union. They shall be approved or rejected within a period of fifteen (15) days.

SECTION NO. 8 - GRIEVANCE PROCEDURE

Definition of Grievance

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

A) Informal Grievance Procedure – INFORMAL STEP

An aggrieved employee should promptly notify his or her department head or his or her designee that he or she has a grievance. The Employee may at his or her option discuss the matter directly with the supervisor or request the presence of his or her Steward 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 he or she 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 the department head or the department head's 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 derivable under this agreement.
3. The grievance shall be submitted on forms provided by the Union, dated, and signed by the aggrieved employee(s) and shall set forth the facts, dates, and

provisions of the agreement that are alleged to have been violated and the remedy desired. At the time the grievance is received, the department head or designee shall sign and date a copy that shall be returned to the grievant and the Chief Steward or his designee. A meeting shall be held if requested by either party.

4. The department head or his or her designee shall provide a written answer to the grievant, and/or the Chief Steward or his or her designee within ten (10) working days. If the written answer of the department head or designated representative is unacceptable to the grievant, the grievance may be appealed in writing to the next higher step of the grievance procedure within five (5) working days after receipt of such written answer.
Any grievance not appealed within five (5) working days after receipt of such written answer shall be considered as forfeited by the grievant and Union.

C) Formal Grievance Procedure - STEP TWO

1. If the grievant is not satisfied with the disposition of the grievance at Step One, the grievant may appeal in writing the grievance to the City Manager within five (5) working days after the date of the Step One answer (See Paragraph No. 4 of Section B, above).
2. Within five (5) working days of receipt of the grievance, the City Manager shall set a date for a meeting with the grievant and the Union in an attempt to resolve the grievance, which shall be held within ten (10) working days following the expiration of said five (5) day period. Only persons directly related to the disposition of the grievance shall be present at the meeting. The grievant may be represented by either the Chief Steward or his or her designee and/or a Council No. 25 representative or a national representative. Representatives of the Employer and the Union 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 Manager or his or her designee shall provide the grievant and the Chief Steward or his or her designee with a written disposition of the grievance.

D) Formal Grievance Procedure - STEP THREE

In the event of an unsatisfactory decision, the Chief Steward may submit the grievance to arbitration within ten (10) working days of the expiration of the decision time limit placed on Step Two. Written notice to the Employer shall constitute a request for arbitration.

1. Upon written notice of intention to arbitrate such written grievance, to be given by the Union to the Employer within ten (10) days after disposition of Step 2, the written grievance shall then be submitted to arbitration in accordance with and subject to the following rules and procedures.

- a) The parties have agreed upon the following panel of arbitrators to hear all grievances appealed to arbitration during the term of this Agreement:

Mark Glazer	Michael P. Long	Elaine Frost
Paul Glendon	Linda Ashford	

The initial rotation order of the panel will be determined by lot. Thereafter, arbitrators will be selected according to that rotation order.

- b) The written grievance shall then be arbitrated by the arbitrator in accordance with the Labor Arbitration Rules of the American Arbitration Association as amended and effective July 1, 2005.
- c) The decision of the arbitrator shall be final and binding on all parties, and all parties agree to abide by the same.
- d) The arbitrator's fee and expenses and the Association's charges shall be borne equally by the Employer and the Union.
2. The arbitrator shall have no authority to add to, or subtract from, alter, change or modify any of the provisions of this agreement.
3. The arbitrator shall not substitute his or her 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 that which would have resulted had there been no violation.
4. In no event shall the Employer be required to pay back wages for more than thirty (30) working days prior to the date a written grievance is filed. However, in the case of a pay shortage (other than one resulting from misclassification) of which the employee could not have been aware before receiving his or her pay, any adjustment shall be retroactive to the beginning of the pay period in which the shortage occurred; provided that the employee files his or her grievance within fifteen (15) working days after he or she 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 less any offsets for unemployment insurance, workmen's compensation and benefits received other than from City employment, and wages earned with other employers during the period.

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, workmen's compensation and benefits received other than from City employment, and wages earned with other employers during

the period, as indicated in Step Three, Sub-Section No. 4. 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 any 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.

SECTION NO. 9 - DISCHARGE AND DISCIPLINE

- A) Progressive discipline. 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 serious infraction without instituting progressive discipline; provided, however, that nothing contained herein shall be deemed to deprive the employee of the grievance procedure.
- B) Notice of discharge or discipline. The Employer agrees to promptly, upon the discharge or discipline of any employee, notify in writing, the Steward of the group in which the discharge or discipline occurs.
- C) Discussion with steward. The discharged or disciplined employee will be allowed to discuss his or her discharge or discipline with the Steward of the group and the Employer will make available an area where he or she may do so before he or she is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the Steward.
- D) Appeal of discharge or discipline. Should the discharged or disciplined employee(s) consider the discharge to be improper, the matter may be referred to the Formal Grievance Procedure set forth in Section 8 (B) through (D).
- E) Use of past record. When 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 or impose discipline on any employee for mistakes or erroneous information on the employee's employment application, except for any intentional misinformation regarding his or her physical or mental health. Prior to imposition of a suspension of one or more days the Employer will review the employee's past written discipline.

SECTION NO. 10 - SENIORITY - PROBATIONARY EMPLOYEES

- A) Probationary employees. A probationary employee is one who is employed during his or her probationary period as provided in this section. A seniority employee is one who has successfully served his or her probationary period and is no longer a probationary employee.

- B) Union representation. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, hours of employment, and other working conditions, except that in the event of discharge, discipline, transfer, demotion or layoff of a probationary employee, a probationary employee has no recourse to the grievance and/or arbitration procedure.
- C) Probationary period. The probationary period shall be twelve-(12) months continuous service from date of hire. The period of probation is expressly understood to be a part of the entrance requirements and that the appointee remains a probationary employee until completing the period of probation. Upon satisfactory completion of the twelve-(12) month probationary period, seniority shall commence with the first date of full time employment.
- D) Vacation and absent leave benefits. During the probationary period each employee shall be credited with vacation and absent leave accrual as provided for in this agreement, but in no instance shall such benefits have any value whatsoever unless and until the employee completes his or her probationary period; provided, however, holidays will be paid and, after the first 90 days of probation, a probationary employee may be allowed to use absent days, as pro-rated in accordance with the terms of this agreement and upon approval of a supervisor. If the employee completes his or her probationary period, such benefits shall be credited to the employee as if earned from the first day of hire. An employee failing to complete the probationary period for any reason whatsoever including, but not limited to, resignation, death, discharge, or layoff, shall not be entitled, nor be considered to have earned, the value of any of the benefits he or she would have accrued had he or she satisfactorily completed his or her probationary period.
- E) Orientation – New Employees. In order that each new bargaining unit member may be made familiar with the provisions of this Agreement and his or her rights and responsibilities thereunder, the Employer will allow the Local Union President or, if designated, the area steward an opportunity to meet with new bargaining unit members within thirty (30) days of their arrival within the Union's jurisdiction. The meeting will be allowed to take place privately in an appropriate location at the work site agreeable to the Employer for a reasonable period.

SECTION NO. 11 – SENIORITY – SENIORITY EMPLOYEES

The seniority status of a seniority employee shall be subject to the following:

- A) Seniority shall not be affected by the race, sex, age, marital status, or dependents of the employee.
- B) The seniority list on the date of this agreement will show: the names, job titles, rates of pay, and date of hire for all employees of the union entitled to seniority.
- C) The Employer will keep the seniority list up-to-date at all times and will provide the Union with an up-to-date copy upon request.
- D) Seniority shall be determined among the employees of each unit, namely Group I and Group II.

- E) Upon satisfactory completion of the probationary period, seniority will commence with the first date of employment.

SECTION NO. 12 - LOSS OF SENIORITY

- A) A seniority employee shall lose his or her status as a seniority employee under the following conditions:
 - 1) He or she quits and/or resigns.
 - 2) He or she is discharged and the discharge is not subsequently reversed.
 - 3) He or she is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the employee at his or her last known address that he or she has lost seniority and employment has been terminated.
 - 4) If he or she does not return to work when recalled from layoff as set forth in the recall procedure.
 - 5) If an employee is unable to return to his or her full job assignment after being on short term disability, long term disability or workers comp and, after the exhaustion of such benefit or twenty-four continuous months, whichever shall come first.
 - 6) If the employee is laid off for a period of his or her seniority or a three (3) year period, whichever is shorter.
- B) Returns from sick leave and leaves of absences will be treated the same as Sub-Section (A-3) above.
- C) If an employee is dissatisfied with the decision made under Sub-Sections (A-2) or (A-3), above, he or she may seek redress through the grievance procedure.

SECTION NO. 13 - LAY-OFF; DEFINITION; PROCEDURE

- A) The word "layoff" means a reduction of the work force due to either lack of funds or lack of work.
- B) If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary then part-time employees will be laid off first within each classification. Seniority employees will be laid off according to their inverse seniority as defined in Section No. 11 of this agreement.

Employees in higher rated classifications may bump into lower rated classifications provided they have the seniority and the ability to perform the work. Employees may not bump from one group to another.
- C) Employees to be laid off for an indefinite period of time shall be given at least ten (10) calendar days notice of layoff. The Chapter Secretary shall receive a list from the

Employer of the employees being laid off on the same date the notices are issued to the employees.

- D) Notwithstanding the position on the seniority list, the Chapter Chairperson shall, in the event of a layoff, be the last to be laid off, provided there is an open position to be filled within the respective group.

SECTION NO. 14 - RECALL PROCEDURE

- A) When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Section No. 11 of this agreement. Notice of recall shall be sent to the employee at his or her last known address by registered or certified mail. If an employee fails to notify the Employer within seven (7) days after date of recall he or she shall be deemed to have quit their employment with the Employer. An employee that has given notice of intent to return to work after recall, as stipulated within this section, may request additional time for the purpose of giving notice to another employer. Such additional time may be granted at the sole discretion of the City Manager, but in no event shall such time exceed fourteen (14) working days after the date of the recall. |
- B) Recall rights are subject to the provision of Section 12(A)(6).|

SECTION NO. 15 - TRANSFERS

- A) If an employee is transferred to a position with the Employer not included in the bargaining unit and thereafter, within sixty (60) working days, is transferred again to a position within the bargaining unit, he or she shall accumulate seniority while working in the position at which he or she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this agreement.
- B) In the event of a vacancy or a newly created position within the bargaining unit, employees shall be given the opportunity to transfer on the basis of ability to perform as well as seniority. In such cases, all vacancies and newly created positions shall be posted in a conspicuous place in each building at least seven (7) calendar days prior to filling such vacancy or newly created position.

SECTION NO. 16 - PROMOTIONS

- A) Promotions within the bargaining unit shall be made on the basis of seniority and ability to perform the tasks within the classification. Job vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirements for the position in a conspicuous place in each building. Employees interested shall apply within the seven (7) calendar day posting period. The senior employee applying for the promotion and who meets the minimum requirements shall be granted a four (4) week trial period to determine:
 - 1. His or her ability to perform the job.

2. His or her desire to remain on the job.
- B) If the senior applicant is denied the promotion, the reason for denial shall be given in writing to such employee and the Union. If the employee disagrees with the reason for denial, it shall be a proper subject for the grievance procedure.
 - C) During the four (4) week trial period, the employee shall have the opportunity to revert back to his or her former classification.
 - D) During the trial period, employees will receive the pay rate for the job they are performing.

SECTION NO. 17 - REEMPLOYMENT

Once having left the Employer's employment an employee's right to reemployment shall be governed by applicable State or Federal law and/or as is otherwise provided for within the terms of this Agreement.

SECTION NO. 18 - ABSENCE LEAVE FOR VETERANS

When an employee is on full time active duty in the Reserve or National Guard, said employee will be paid the difference between his or her reserve pay and their regular pay with the Employer up to a maximum of two (2) weeks per year. The employee shall provide proof of his or her service and their service pay.

SECTION NO. 19 – OTHER LEAVES OF ABSENCE

- A) Leave of absence for public or union office. One seniority employee elected to public or union office shall be granted a leave of absence without pay for the period of his or her first term of active service in such elected office. Seniority will accumulate during the period of such leave. Members of the Union elected or appointed by the Union to do work which takes them from their employment with the Employer shall at the written request of the Union receive a temporary leave of absence for a period not to exceed two (2) years or the term of the elected office. Such employee upon return shall be reemployed at similar work with accumulated seniority. Members of the Union elected to attend a function of the International Union such as conventions or educational conference shall be allowed time off without pay to attend such conferences and/or conventions; provided, however, such leaves shall only be granted to one employee from each of the units.
- B) Prolonged illness in immediate family. Leave shall be provided for in accordance with the Federal Family and Medical Leave Act of 1993.
- C) Personal leave. Upon receipt of a written request stating bona fide reasons for a personal leave of absence, such leave may be granted to a seniority employee for a period not to exceed thirty (30) days. Such leave will be without pay and seniority will accumulate during this thirty (30) day period. Any such leaves that are requested, and subsequently granted, for more than 30 days, or more than once per fiscal year per employee shall be without pay, benefits or the accumulation of seniority.

- D) Educational leave. Employees who have acquired two (2) or more years of seniority, and who desire to further their education in line with their employment, shall be granted a leave of absence, without pay, not to exceed two (2) years. Seniority will accumulate during such leave. The entire period covered by such leave must be used in attending school.

SECTION NO. 20 - SICK/ACCIDENT COVERAGE AND ABSENT LEAVE

- A) Short and long term disability. A sick, 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 in accordance with the plan document in effect on July 1, 2019. Coverage shall commence upon hospitalization, accident or on the eighth consecutive day of sickness, whichever occurs first. Any other lost time not covered within the first eight days of STD or LTD shall be taken by the employee as paid time off (vacation, absent or sick leave), or dock time. 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 in 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.

Sick and accident insurance benefits shall be effective the first day of the month, after 90 full days of service, following the date of hire.

- B) Absent Leave. Seniority employees will be allowed to be absent from work up to ninety-six (96) hours during the calendar year. Such absent leave shall be earned at the rate of eight hours leave per calendar month worked; provided, however, that seniority employees shall be credited with ninety-six (96) hours of absent leave 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. Absent leave will be prorated on all new hires following completion of probation and/or termination, at the rate of eight hours per calendar month of service.
- C) Advance approval. 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 who are 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 Employer may require medical documentation that the employee is capable of performing his or her job description.

Scaled coverage currently exists for active employees over 65.

Deleted: under the age of sixty-five (65).

- D) Unused absent leave. 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. Such payment shall be made by the employer on the 2nd pay day in January of the next calendar year. Such payment shall be based on said employees hourly wage in effect on the first day of the calendar year during which the unused absent leave is to be paid. No unused absent leave may be carried over for use in a subsequent calendar year.
- E) Probationary employees. Absent leave provisions for probationary employees are subject to Section 10, Paragraph C and D of this Agreement.
- F) Part time employees. Part time employees shall earn one (1) hours of absent leave for every 50 hours of service, said time to be credited monthly. All active part time employees as of July 1, 2016 shall receive a one-time credit of ten (10) hours of absent leave. Part time employees may carry over a maximum of ten (10) hours of absent leave at the end of each calendar year. Such leave may be applied to scheduled time missed by the employee or as a supplement to unpaid time off, such as holidays.

SECTION NO. 21 - FUNERAL LEAVE

- A) Funeral leave hours pursuant to this Section are for the express purpose of arrangements 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) An employee shall be allowed to be off from work a maximum of thirty-two (32) hours with pay, per death, as funeral leave 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, or his or her designee, 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 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; provided, however, such travel days are deducted from the employee's absent or vacation leave. If the employee does not have either absent or vacation leave, travel days may be authorized without pay.
- F) In the event of a funeral for persons not mentioned above, the employee may be authorized to use absent or vacation leave for the purpose of attending the funeral.

SECTION NO. 22 - WORKING HOURS

- A) The regular full work day for the Department of Public Services shall consist of eight (8) hours a day, plus one-half (1/2) hour off for lunch. Said lunch period shall be without pay.
- B) The regular full work day for Administrative Assistant Office Personnel shall consist of eight (8) hours per day with one hour off for lunch. The lunch period shall be without pay.
- C) Employees may take one "coffee break" not to exceed fifteen (15) minutes in length in the morning and one of the same length in the afternoon, or one in the first half and one in the second half of their regular shift, whichever may apply.
- D) The regular work hours can be flexed and/or modified with mutual agreement between the affected employee and the Employer.
- E) If an employee reports for work to his or her regularly assigned shift and is thereafter sent home for reasons other than the imposition of discipline, or the imposition of a suspension pending an investigation, he or she shall be paid for the balance of his or her shift.

SECTION NO. 23 – SHIFT - ASSIGNMENTS

- A) Not including the lunch period, a regular shift in the Department of Public Services shall not exceed eight (8) consecutive hours per day unless mutually agreed upon by affected employees and the Employer.
- B) Not including the lunch period, a regular shift in the General Office shall not exceed eight (8) consecutive hours per day unless mutually agreed upon by the affected employees and the Employer.
- C) A regular Department of Public Services scheduled work week shall not exceed forty (40) consecutive hours.
- D) A regular General Office scheduled work week shall not exceed forty (40) consecutive hours.
- E) Supervision and/or non-unit members shall not perform bargaining unit work; provided, however, that in the event of emergencies, training sessions or other unforeseen events, supervision or other non-unit members may perform bargaining unit work on a temporary basis only.

SECTION NO. 24 - SHIFT HOURS

- A) The first shift is any shift that regularly starts on or after 6:00 A.M., but before 9:00 A.M.
- B) The second shift is any shift that regularly starts on or after 2:00 P.M., but before 5:00 P.M.

- C) The third shift is any shift that regularly starts on or after 10:00 P.M., but before 1:00 A.M.

SECTION NO. 25 - SHIFT PREMIUM

Employees who work on the second shift shall receive in addition to their regular pay for the pay period twenty-five cents (.25) per hour as additional compensation. Employees who work on the third shift shall receive in addition to their regular pay for the pay period thirty-five cents (.35) per hour as additional compensation.

SECTION NO. 26 - OVERTIME PROVISION

- A) For full-time employees, time and one-half (1 1/2) will be paid as follows:
1. Exclusive of lunches or other non-paid time, any hours worked other than the regularly scheduled eight (8) hour daily shift unless the parties mutually agree to a shift that exceeds eight (8) hours at which point all hours worked over 40 per week will be paid time and one-half (1 ½).
 2. An employee required to report for unscheduled overtime duty shall, upon reporting for such duty, be guaranteed at least two (2) hours pay at the rate of time and one-half (1 1/2), unless provided for by Sub-Section "B".
- B) For full-time employees, double time will be paid as follows:
1. For all hours worked during designated Holidays and Sundays, except where the shift starts on a Saturday and continued to Sunday; provided, however, that time and one-half (1 1/2) will be paid for all hours worked on Sunday.
 2. In the event an employee is called to work while on vacation.

SECTION NO. 27 - ON CALL DUTY

- A) The Director of Public Services or his or her designee will schedule employees for on call duty when in the opinion of the Director, on call services are needed. When the Director determines such on call services are necessary, on call duty will be rotated among all full time seniority employees of the Department of Public Services in an equalized manner. Full-time employees may decline the on-call assignment by notifying their supervisor at the time it is determined that on call duty will be necessary. In the event the full time Employee who is next on the rotation declines to be on call, the Employer will move down the rotation list and if all else in that rotation decline, the last person on that rotation list will be required to be on call. In the event there are no full time seniority employees available for working on-call, the employer may then assign on-call to part time employees.
- B) Response Time - An on call employee will remain within fifteen (15) miles of the City limits.

This language still guarantees coverage, but it enables employees to defer this to others if they are willing. If no one is willing, the last in the rotation is assigned the status.

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- C) On Call Period - The on call period will commence at the end of the employee's regular shift and end at the start of his or her next regular shift.
- D) An employee who is on call shall receive an "on call premium" equal to two (2) hours straight time pay per on call period whether called in to work or not. Such "on call premium" shall be paid in addition to any pay, including overtime pay, the employee receives for working during the on call period.

SECTION NO. 28 - HOLIDAY PROVISIONS

A) The paid holidays are designated as a full day:

- | | |
|-------------------------------|-----------------------------------|
| New Year's Day | Thanksgiving Day |
| Martin Luther King's Birthday | Friday following Thanksgiving Day |
| Presidents' Day | December 24th |
| Good Friday | Christmas Day |
| Memorial Day | December 31st |
| Fourth of July | Employee's Birthday |
| Labor Day | |

Employees will be paid their current rate based on a regular day for said holidays.

B) Should a holiday fall on Saturday, Friday shall be considered as a holiday. Should a holiday fall on Sunday, Monday shall be considered as a holiday.

SECTION NO. 29 - VACATIONS

A) An employee will earn credit toward vacation with pay in accordance with the following schedule. Credits earned during any calendar year may be used after January first of the following calendar year.

<u>Beginning in year</u>	<u>Through completed Year</u>	<u>Annual Maximum</u>
<u>1</u>	<u>5</u>	10 Days
<u>6</u>	<u>10</u>	15 Days
<u>11</u>	<u>15</u>	20 Days
<u>16</u>	<u>20</u>	22 Days
<u>21+</u>	<u>↘</u>	25 Days

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No benefit changes result from this. The language is more clear.

B) Employees who are entitled to four or more weeks of vacation may receive payment in lieu of vacation for up to 40 hours, at the discretion of the Employer, if the vacation request cannot be granted. These employees will be notified within ten (10) working days of their request for the fourth week of vacation whether it will be granted in the form of vacation or in the form of payment in lieu of vacation; provided, however, that requests for the fourth week of vacation shall be made prior to August of the year in which the employee desires said vacation.

- 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 department concerned. An employee will receive a written explanation for any denial of a vacation request.
- D) When a holiday is observed by the Employer during a scheduled vacation, the requested vacation may be extended by one (1) day.
- E) Employees who are entitled to two (2), or three (3) weeks of vacation may receive payment in lieu of vacation for up to forty (40) hours by mutual agreement between the employee and the Employer. Said agreement shall be in writing signed by the employee and the City Manager.
- F) If an employee becomes ill and is under the care of a duly licensed physician prior to his or her vacation, his or her vacation will be rescheduled. If his or her incapacity continues through the year, he or she will be awarded payment in lieu of vacation.
- 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 at least thirty (30) days in advance of the date of the payday falling within the employee's vacation.
- H) If an employee terminates employment for reasons other than discharge, is laid off, resigns with proper notice (two weeks), or in the event of death of employee, he or she will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of lay off for the current year will have such credit deducted from his or her vacation the following year.
- I) Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this agreement.
- J) Employees may accumulate one (1) week of their annual earned vacation.
- K) Vacation requests within each unit shall be acted upon on a first come first considered basis. Said requests shall be acted upon within ten (10) working days of the request. If two requests for the same period are received the same day, seniority shall prevail in the granting of either request.

SECTION NO. 30 - UNION BULLETIN BOARDS

The Employer, upon request, will provide bulletin board space in each building that may be used by the Union for posting notices.

SECTION NO. 31 - RATES AND CLASSIFICATIONS - NEW POSITIONS

When a new position is created and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a rate and classification structure. If the Union does not agree that the description and rate are proper, the issue shall be negotiated.

SECTION NO. 32 - JURY DUTY, COURT LEAVE

- A) A full time employee who serves on jury duty will be paid the difference between his or her pay for jury duty and his or her regular pay. Employees who are dismissed early from jury duty shall be required to report back to work.
- B) Any employee, who is subpoenaed to appear in Court, as a direct result of their employment, shall not lose pay, vacation or absent time for such appearance in Court.

SECTION NO. 33 - WORKER'S COMPENSATION - ON THE JOB INJURY POLICY

- A) Each employee will be covered by the applicable Worker's Compensation Laws. Any employee who becomes injured because of the performance of his or her duties should report that injury immediately to his or 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 percent (80%) of the employee's normal gross pay and the above Worker's 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 special conference as provided for in Section 7.

SECTION NO. 34 – HEALTH CARE & MAINTENANCE BENEFITS

- 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) 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.

- C) 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.
- D) 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.
- E) 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 Three Hundred Dollars (\$300) 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.
- F) Retiring Employees. For Full Time Employees hired prior to January 1, 2006, the Employer will pay Four-Hundred Forty-Six (\$446) into the Employer sponsored Health Care Savings Program (subject to rules and policies of the Municipal Employees

This will now be a uniform amount across all eligible employees.



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Retirement System) or make the same contribution to the monthly cumulative premium for insurance coverage(s) as defined within this section, Section 37, subsection "A", 1 through 5, for members of the bargaining unit who retire within the term of this agreement in addition to the person who is such retiree's spouse at the time of said retiree's retirement, but only during such time as said person remains said retiree's spouse. Any and all differences in coverage selected, and any and all future increase in premiums after retirement must be paid by the retiree. Such coverage will be provided for the retiree commencing on the date of the retiree's retirement, provided the retiree has thirty (30) years credited service with the Employer and is in the City's MMERS or Defined Contribution retirement plan and has attained the age of fifty-five (55) years, or, has 30 years of credited service with the Employer and in the City's MMERS 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 earlier of: (1) the month said retiree attains the age of sixty-five (65) years; or (2) the death of such retiree. No coverage will be provided, however, for a spouse who is eligible for Medicare benefits.

If the retired employee 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 Employer. If, or when, the retired employee elects to terminate this employment, he or she would again become eligible for coverage relative to this agreement and according to rules set forth pursuant to this Section, or by the Employer'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 Employer. The Employer retains the right to verify employment and the availability of medical insurance.

Full Time Employees hired prior to January 1, 2006 shall be provided a health care savings program, into which the city will deposit \$250 the 1st of each month, beginning the month in which said employee attains the age of sixty-five (65). Such contribution shall cease immediately following the death of the employee.

All Active Full Time Employees shall be provided with a health care savings program, into which the Employer shall deposit \$75 per month for each month the active employee serves. These funds will be available to the employee after separation for any reason, with no vesting period.

This is a benefit increase.

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SECTION NO. 35 - LIFE INSURANCE COVERAGE

- A) The Employer agrees to pay the full premium of term life insurance plan for each full time, eligible seniority employee, face value of \$20,000 and a double indemnity provision.

- B) The parties agree that the Employer shall not pay for or be held liable for any life insurance premiums or benefits for any person upon retirement. The retiree may, if permitted by the insurance provider, arrange to continue such life insurance coverage after retirement at such retiree's sole expense, and the retiree shall hold the Employer harmless from any and all claims that may arise from either failure of the provider to allow such continuation, or the cancellation of such benefit.
- C) The Employer agrees to pay, pursuant to Paragraph A and B above, life insurance premiums for each month the seniority employee is actively at work. If the employee is unable to work due to illness or injury covered by Workman's Compensation insurance or the sick and accident insurance program in Section 20, the Employer agrees to continue to pay such premium for (6) months.
- D) Life insurance benefits shall be effective the first (1st) day of the agreement.

SECTION NO. 36 - EQUALIZATION OF OVERTIME HOURS

- A) Each full time bargaining unit employee of the Department of Public Services shall be scheduled seven days of standby beginning at 8:00 A.M. Monday through 7:59 A.M. the following Monday. During the seven day period of time, such bargaining unit employee shall be the first employee called if overtime work is needed.
- B) Initial scheduling of bargaining unit employees in the standby rotation schedule shall be in accordance with seniority, starting with the highest seniority person. From and after the initial seven-day standby schedule, the schedule shall rotate among bargaining unit employees in the same order as the original schedule.
- C) The name of new employees shall be inserted into the standby rotation schedule, when qualified to perform the work, the first week following the lowest seniority employee who is on the standby list and has completed their seven-day standby period.
- D) When more than one bargaining unit employee is required for overtime work, the Employer shall call in the next employee on the standby rotation schedule.

SECTION NO. 37 - RETIREMENT PROGRAMS

- A) Full Time Seniority Employees of the bargaining unit hired prior to July 1, 1997 shall be entitled to the following defined benefit retirement plan:
 - 1) Defined Benefit Retirement Plan B-2 with F-55/30 rider, contracted by the Employer with the Michigan Municipal Employees Retirement System (MMERS); a copy of said MMERS contract will be kept on file in the City Clerk's Office.
 - 2) For the term of this agreement, employees who are participating in the defined benefit retirement program shall make contributions to the retirement plan at the rate of 2% of the bi-weekly gross wages, said contribution to be deducted by the Employer from the employees pay and forwarded by the employer to MMERS. The remaining contribution required to fund said retirement plan shall be made by the Employer.

B) Full time seniority employees of the bargaining unit who were hired on or after July 1, 1997 shall not be participants in the defined benefit plan, but shall participate in the following defined contribution plan:

- 1) Defined Contribution Retirement Plan as contracted by the Employer with the Michigan Employee Retirement System (MERS), a copy of said contract to be kept on file in the City Clerks Office.
- 2) The Employer shall contribute 6% of the employee participant's gross bi-weekly wages. The Employer shall also match an additional 1% for each 2% the employee contributes, up to a total Employer contribution of 9%. Contributions will either be in an established 401(a) or 457 as administered by MERS.
- 3) The Employer's contribution to the defined contribution plan for full time seniority employees referred to in sub-paragraphs B-1 above, shall become vested on behalf of the employee participant in accordance with the following schedule:

(a) Less than 1 year completed service:	0% vested
(b) After 1 year, but less than 2 years completed service:	20% vested
(c) After 2 years, but less than 3 years completed service:	40% vested
(d) After 3 years, but less than 4 years completed service:	60% vested
(e) After 4 years, but less than 5 years completed service:	80% vested
(f) After 5 years completed service:	100% vested
- 4) Employees enrolled in the Defined Contribution Plan may make voluntary contributions to said plan by payroll deduction in accordance with the terms set forth by the plan's policy.

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This is a benefit increase that is intended to get new employees overall retirement investment in a comparable state to defined benefit, without the employer risk.

SECTION NO. 38 - RATES OF CLASSIFICATIONS

A) From July 1st of each of the following years, the hourly rate for full time employee classifications listed below, for employees hired prior to January 1, 2006, shall be as follows:

Group #	Classification	Current:	7-1-19 Hourly Rate (+2%)	7-1-20 Hourly Rate (+2%)	7-1-21 Hourly Rate (+2%)
Group I	Public Service I:	\$22.76	\$23.21	\$23.68	\$24.15
	Public Ser Crew Leader:	\$23.3340	\$25.00	\$25.50	\$26.01

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The tables are messy, but they reflect the rate changes noted in the column headings.

B) From July 1 of each of the following years, the hourly rate for the full time employee classifications listed below shall, for employees hired on or after July 1, 2006, be as follows:

Group #	Classification	Current:	7-1-19 Hourly Rate (+2%)	7-1-20 Hourly Rate (+3%)	7-1-21 Hourly Rate (+3%)
Group I	Public Service I:	\$19,2172	\$19.61	\$20.19	\$20.80
	Public Ser Crew Leader:	-			
Group II	Admin Assistant I:	\$17,4194	\$17.77	\$18.30	\$18.85
	Admin Assistant II:	\$15,0177	\$15.32	\$15.78	\$16.26

C) From July 1 of each of the following years, the hourly rate for all part time employee classification listed below shall be as follows:

Group #	Classification	Current:	7-1-19 Hourly Rate (+2%)	7-1-20 Hourly Rate (+2%)	7-21-19 Hourly Rate (+2%)
I & II	All Part-Time	\$12,4583	\$12.71	\$12.97	\$13.23

D) The Employer is obligated to properly maintain the public water distribution system in accordance with the State of Michigan Public Health Department. As an incentive to Group I employees to ensure that the City remains current in its certifications for the water distribution system, merit incentives are offered to such employees attaining and maintaining water treatment certifications as follows:

Water Treatment Certification	Yearly stipend amount
S-4	\$1,000.00
S-3	\$2,500.00
S-2	\$4,000.00
S-1 or S-2 as the Official DEQ Operator in charge	\$6,000.00

*Group 2 employees may choose to attain an S-4 and receive the stipend as indicated above

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This compensation is not new and only reflects inclusion in the agreement.

The stipend will be paid, upon proof of certification, in the month of July for the respective contract years.

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E) Deputy Clerk: At each regular and special election of the city, the City Clerk shall choose to, on a rotational basis, engage an Admin Assistant I to fill the temporary position of Deputy Clerk. The city shall compensate this employee \$600 for each election period served per the attached job description, in addition to any and all overtime hours worked. (Description to be created by management).

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F) Bargaining Unit 2 Employees acquiring the following certifications will receive additional compensation as follows:

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<u>Certification</u>	<u>Additional hourly compensation</u>
<u>Election Officials Certification from the State of Michigan Bureau of Elections</u>	<u>\$0.25</u>
<u>Michigan Certified Assessing Technician (MCAT)</u>	<u>\$0.50</u>
<u>Michigan Certified Assessing Officer(MCAO) (Replaces MCAT rate)</u>	<u>\$1.00</u>
<u>MSU Extension Citizen Planner Certification</u>	<u>\$0.25</u>
<u>MSU Extension Zoning Administrator Certification</u>	<u>\$0.50</u>
<u>The parties agree that this list is not all inclusive and if other certifications are made apparent, the parties agree to meet and confer with regards to those certifications. Any modifications, additions, deletions will be upon mutual agreement of the parties</u>	

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This compensation is not new and only reflects inclusion in the agreement.

G) Out of Class Pay – It is agreed that any duties performed by Public Service I employees, hired after July 1, 2006, outside of their current job classification will be paid at a rate of twenty-two dollars and fifty cents per hour (\$22.50)

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SECTION NO. 39 - TEMPORARY EMPLOYMENT STATUS

- A) With respect to the hiring of temporary employees, the Employer agrees that the number of temporary employees will not exceed seven (7) employees.
- B) The employment period of temporary employees shall not exceed one hundred twenty (120) days. An extension beyond one hundred fifty (150) days may be considered a subject for a special conference as provided for in Section 7.
- C) The Employer shall not make use of such temporary employees to deprive a full or part time employee of regularly assigned work.
- D) It is understood that the provisions of this agreement do not apply to these temporary employees.

SECTION NO. 40 – UNIFORMS

A) Public Service Employees, Full-time and Part-time, who work in the DPW, shall be provided, without cost to the employee, personal protective equipment (i.e. Gloves, Vests helmets, glasses, and other items as determined by the Employer). Employees will be responsible for clothing in accordance with the Employee handbook and applicable safety standards and will receive a yearly stipend as indicated below;

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Deleted: an appropriate number of uniforms and coveralls necessary for their work in the Department of Public Services.

Full-time Employees: \$400.00
Part-time Employees: \$200.00

This stipend will be paid yearly in January to all DPW employees.

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SECTION NO. 41 - STRIKE CLAUSE

- A) The Union shall not authorize, sanction, condone, or participate in any strike action for the life of this agreement, as defined in Michigan Public Act No. 366 of 1947, as amended [MCL 423.201 et seq]
- B) The employees included within the bargaining unit shall not authorize, sanction, condone, or participate in any strike action during the life of this agreement. Upon compliance with the prohibitions contained herein the Employer agrees that it will not "lock-out" any employees.

This change was made to forgo formal uniform provision in lieu of employee preferences.

SECTION NO. 42 - DEFINITION OF PART TIME EMPLOYEES

- A) Part-Time employees are defined as employees who are generally scheduled for twenty (20) or less hours a week and are not entitled to fringe benefits and/or seniority as outlined within. This does not hinder the Employer from working part-time employees up to forty (40) hours a week as needed. Part-time employees shall be represented by the union only for the purpose of negotiating wages, discharge or discipline, as outlined within by the Grievance Procedure. No other section of this agreement shall apply to part-time employees unless specifically addressed.
- B) In the event that a part-time employee is hired as a full-time employee, lateral entry at a higher pay scale than starting wages, and/or credit posted for seniority may be considered as a subject for a special conference as provided for in Section 7.
- C) If and when a part-time employee works over forty (40) hours a week or eight (8) hours in a day then they will be entitled to overtime pay at time and one-half their regular wage.
- D) The use of part-time employees by the Employer can not be used to erode the bargaining unit.

SECTION NO. 43 - SEPARABILITY AND SAVINGS CLAUSE

- A) If any section or subsection of the agreement or of any riders thereto should be held invalid by operation of law or by any Court of competent jurisdiction, or if compliance with or enforcement of any section or subsection should be restrained by such Court pending a final determination as to its validity, the remainder of this agreement and any rider thereto, or the application of such section or subsection to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- B) If any section or subsection is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, for the purpose of arriving at a mutually satisfactory replacement for such section or subsection during the period of invalidity or restraint.
- C) If the parties do not agree on a mutually satisfactory replacement, then this matter shall be a proper subject for the final step of the grievance procedure as set forth in Section 8(D).

SECTION NO. 44 - DRIVER'S LICENSE

- A) Full time employees of Group I shall be required to have a valid commercial driver's license with a "Group B" designation as required by the State of Michigan. An employee who is assigned exclusively to janitorial services is not required to have such license, but said employee shall maintain a valid Michigan operator's license.
- B) If a full-time employee is unable to meet the requirements of any State of Michigan driver licensing certification, as required by subsection (A), above, within a reasonable period of time, the employer and the union shall meet to decide if there is a job assignment the employee could perform.
- C) The Employer shall pay the cost of obtaining a commercial driver's license, as discussed in paragraph A above, provided, the employee shows evidence of a valid license and a paid receipt.

SECTION NO. 45- MAINTENANCE OF STANDARDS

- A) The Employer and the Union agree that all conditions of employment in its individual operation relating to general working conditions and other conditions of employment, including wages and hours of work, as contained in this agreement, shall be maintained at not less than the highest standards in effect at the time of the signing of this agreement.
- B) It is agreed that the provision of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this agreement, if such errors are corrected within thirty (30) days from the date of error.
- C) The Employer shall be bound by any voluntary act on its part which exceeds the terms of this agreement.

- D) Any disagreement between the Union and the Employer with respect of this matter shall be a proper subject for the second step of the grievance procedure.

SECTION NO. 46 – SUCCESSOR CLAUSE

This Agreement shall be binding upon the successors and assignees of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease, or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by a change of any kind of the ownership or management of either party hereto of any separable, independent segment of either party.

SECTION NO. 47 - EXPIRATION

- A) This agreement shall continue in full force and effect until midnight, June 30, 2022.
- B) If either party wishes to terminate this agreement, or modify or amend any section or subsection thereof, 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 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.

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(Signature Page Follows)

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, MICHIGAN
A Municipal Corporation

A.F.S.C.M.E
Council No. 25, Local Union No.

DAVID KRUEGER, Mayor

LORI GREYERBIEHL, Council 25
Staff Representative

| _____
CONNIE ESKEW, City Clerk

| _____
ROD GARDNER, Bargaining Team

| _____
SUE ANVOY, Bargaining Team

APPROVED AS TO FORM
Michael Gildner, City Attorney

APPENDIX “A”

Medical & Hospitalization

APPENDIX “B”

Dental

APPENDIX “C”

Vision

APPENDIX “D”

Temporary Deputy Clerk Description

**AMENDED AND RESTATED
LABOR AGREEMENT
Between
CITY OF SWARTZ CREEK
And
SWARTZ CREEK SUPERVISORS ASSOCIATION
JULY 1, 201~~9~~⁹ - JUNE 30, 20~~22~~²²**

This Amended and Restated Labor Agreement is made this ____ day of ~~June 2019~~, 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 ~~September 24, 2018~~, amended and effective for the period of July 1, 2017 through June 30, 2019; and

WHEREAS, the City and the Association wish to amend that Labor Agreement; and

WHEREAS, the City and the Association request that the changes they desire to make shall be effective immediately and run through June 30, 20~~22~~; and

WHEREAS, the City and Association recognize that this agreement is no longer the preferred instrument to maintain ongoing employment relationships, due to the continued diversification of employee needs and the removal of ~~various~~ positions.

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:

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UNIT I - City Clerk, City Treasurer-Office Manager, Assessor, Police Chief – Director of Public Safety, Department of Public & Community 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 Treasurer-Office Manager; Director of Public & Community Services; Chief of Police – Director of Public Safety; Police Lieutenant.

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

SECTION NO. 4 - MANAGEMENT RIGHTS

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

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

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

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

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

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

B). When Deductions Begin

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

C). Remittance of Dues to Financial Officer

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

D). Termination of Check-Off

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

E). Disputes Concerning Membership

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

F). Limit of Employer's Liability

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

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

G). Authorization of Dues Check-Off Form

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

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

To: City of Swartz Creek, Payroll Department

From: _____

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

() Regular Membership () Agency Shop Fee

Street Address _____

City-State-Zip Code _____

Member's Signature _____

SECTION NO. 6 - ANNUAL SALARIES AND JOB DESCRIPTIONS

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

B). It is hereby agreed the annual rate of pay for members of the Bargaining Unit effective from and after July 1, 2016 shall be as follows:

Position	July 1, 2018	July 1, 2019	July 1, 2020	July 1, 2021
City Clerk	\$44,880	\$45,781	\$47,154	\$48,568
Treasurer-Office Manager	\$68,845	\$70,221	\$72,322	\$74,485
Director of Public and Community Services	\$62,960	\$64,210	\$66,144	\$68,120
Assessor-Code Enforcement Officer	NA	NA	NA	NA
Chief of Police	NA	NA	NA	NA
Police Lieutenant	NA	NA	NA	NA

This table represents 2%, 3%, & 3% increases for 2019, 2020, & 2021.

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Jul 1, 2017 ¶
¶
City Clerk: . . \$44,880 . \$44,880 . . ¶
Treasurer-Office Manager: . . \$68,845* . \$68,845 . ¶
Dir of Public & Comm Services: . . \$61,725 . \$62,960 . ¶
Asses - Zon Admin - Code Enf: . . N/A . . N/A . . ¶
Chief of Police - Dir of Pub Safety: . \$64,251 . \$64,251 . ¶
Police Lieutenant: . . \$60,690 . \$60,690 . ¶

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.

E). The City Clerk shall be compensated with a \$6,000 annual stipend, paid with the first regular pay roll on or after July 1 of each calendar year, for maintaining a current status as a Certified Michigan Municipal Clerk.

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.

Draft

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June 24, 2019

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
0	10 Days
1	15 Days
5	20 Days
20	25 Days

This table rewords the benefit for clarity and enables first year vacation.

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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 Finance Director-Office Manager, Treasurer-Office Manager 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 Finance Director-Office Manager, 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 City Treasurer shall be paid for said absent leave, up to a maximum of one hundred twelve (112) 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 plans (being a 401(a) and/or 457 MC), with the Employer's contribution to said plan(s) to be equal to and no greater than 7% of the employee participant's gross wages.

The Employer shall also match an additional 1% for each 2% the employee contributes, up to a total Employer contribution of 9%.

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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).

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 Three Hundred Dollars (\$300) 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.

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G). Retiring Employees 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. In lieu of this payment and Employer provision of any post-employment health care benefit, the qualifying retiree may elect, in writing to the City Manager, to have the monetary equivalent of this payment made to a Health Care Savings Program account maintained by the municipal Employees Retirement System of Michigan, under the regulations, policies, and rules agreed to by the Employer and MERS (the retiree and spouse must receive this benefit uniformly, with both receiving HCSP payments OR health premium coverage).

This benefit is now the same for all eligible employees.

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	2016	2017	2018	2019	2020	2021	2022	2023
Single Cap	\$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	\$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 AND HCSP contributions, 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 and the HCSP currently offered to retirees in the bargaining unit. In the event health and prescription and HCSP payments 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 or HCSP, he or she may do so on the terms as determined by the insurance provider and/or MERS. 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 \$450.00 monthly, into the MERS HCSP, to supplement healthcare coverage for eligible retirees that have attained the age of 65.

H). Retiring Employees (post April 7, 2014). The City Clerk and all newly hired/transferred Active Full Time Employees shall be provided with a Health Care Savings Program, into which the Employer shall deposit 3% of gross wages. These funds will be available to the employee after separation for any reason, with no vesting period.

I). 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.

These changes reflect benefit enhancement for those staff that are not eligible for health care premium post-employment.

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SECTION NO. 18 - UNIFORMS

The Employer will provide to the Director of Public Services & Foreman of the Public Services, or any other salaried employee required to wear a uniform, all necessary and appropriate uniforms at the Employer's expense. The Employer shall provide personal protective equipment (i.e. gloves, vests, helmets, glasses, and other items as determined by the Employer). In lieu of a uniform, qualifying employees may elect to be responsible for clothing in accordance with the Employee handbook and applicable safety standards and will receive a yearly stipend, paid in January, in the amount of \$400.

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- Deleted: Police Lieutenant, and Code Enforcement Officer,

This change reflects the uniform provision that was desired by AFSCME.

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, 2019.

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.

D). Beginning July 1, 2019, Employees and Employer intend to abandon this agreement and maintain employment relationships through individual agreements or offers of employment that shall translate applicable terms and conditions of individual employment, as applied in this agreement, into said instruments and/or the Employee Handbook, as negotiated.

SECTION NO. 24 - AUTOMATIC TERMINATION CLAUSE

The parties acknowledge that the Swartz Creek Supervisors Association only represents Three (3) supervisory positions. Notwithstanding articles 1 through 23, the parties agree as follows: (1) That upon the retirement of the Director of Public and Community Services, this agreement shall immediately terminate and the Swartz Creek Supervisors Association shall be dissolved. (2) The City shall negotiate separate employment agreements with the remaining two supervisors under terms consistent with this terminated agreement and the City's hand book and policies. (3) Pending said separate negotiations, wages, benefits and terms and conditions of employment will remain status quo.

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(Signature Page to Follow)

This language reflects a longstanding desire by staff and management to transition agreements to be based more on the Employee Handbook, city-wide benefits, and individual needs.

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 _____
Connie Eskew, City Clerk

By _____
Deanna Korth, Bargaining Team

APPROVED AS TO FORM:
Michael Gildner,
City Attorney

Draft

20

June 24, 2019

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

Treasurer-Office Manager

Director of Public & Community Services

Chief of Police – Director of Public Safety

Police Lieutenant

Draft

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June 24, 2019

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.

Draft

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June 24, 2019

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 Bachelor's 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, President

Date

Draft

23

June 24, 2019

City of Swartz
Creek
Job

Director of Public & Community Services

REVISED: August, 2012

Description

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:

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June 24, 2019

- 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

Approved:

Rick Clolinger, Association
President

Date

Draft

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June 24, 2019

**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:

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June 24, 2019

- 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

Draft

27

June 24, 2019

**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.

Draft

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June 24, 2019

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

MINIMUM QUALIFICATIONS:

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

Approved:

Paul Bueche, City Manager

Date

Approved:

Rick Clolinger, Association
President

Date

Draft

29

June 24, 2019

Job Description

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. Responsible for the maintenance of all financial functions of the City including payroll, accounting, utility billing, real and personal property administration and collection 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 or as assigned by State statute.

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

SUPERVISION EXERCISED: Provides general and technical direction and supervision to the Administrative Assistant positions, cashiers, and administrative temporary employees. Coordinates the work of the Contract City Assessor.

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. Monitor expenditure levels of all city departments for compliance with budgetary and management objectives.
5. Assist the City Clerk in fulfilling the functions of the Finance Officer under the City Charter.
6. Maintains the City's general ledger and inventory.
7. Assists the City Manager in preparation, implementation, and development of the City Budget.
8. Prepares annual comprehensive financial report and monthly financial statements.
9. Prepares revenue forecasts for budget and management decisions.
10. Directs purchasing for the city.
11. Coordinates the preparation of real and personal property tax rolls, special assessment rolls, jeopardy tax and assessment collections and administration.

12. Oversee meetings of the Board of Equalization.
13. Compile delinquent tax rolls, including computation of interest, penalty and collection fees for the County Treasurer.
14. Process delinquent tax settlements from the County Treasurer and distribute funds to proper general ledger accounts.
15. Oversee meetings of the Board of Equalization.
16. Provide assistance and information to the public.
17. Supervise daily operations including cash receipts, bank deposits, bank reconciliations, accounts payable/receivable financial reporting and posting of funds.
18. Oversee the security and investment of city funds.
19. Review and report on programs and activities influencing the city's financial condition.
20. Supervise utility billing as it pertains to collection of accounts receivable.
21. Supervise the preparation of payroll.
22. Audit payroll records, withholding and employee benefit reports.
23. Assist external auditors by providing needed data and responding to inquiries in the course of the audit.
24. Attend job related training courses and seminars, complete appropriate N.I.M.S. training.
25. 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).
- Ability to effectively manage, motivate and supervise personnel.
- Ability to obtain a financial surety bond.
- Knowledge of governmental purchasing practices and requirements.
- Working knowledge of the principles and practices of public administration, including budgeting, personnel administration and records management.
- Working knowledge of governmental auditing 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.
- 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 fax machine, 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 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 graduation from a recognized college or university with a Bachelor's Degree in business administration, 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:

Tom Svrcek, Association President

Date Approved

PROFESSIONAL SERVICES AGREEMENT
Between The
CITY OF SWARTZ CREEK, MICHIGAN
And
ADAM ZETTEL

This agreement is made this ____ day of _____, ____by and between the City of Swartz Creek, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473, (the "City"), and Adam Zettel, (the "Manager").

WHEREAS, sections 7.1 and 7.2 of the City Charter provide that all administrative powers duties and functions of the City shall be vested in the City Manager and that such Manager shall be selected by the City Council and shall hold office at the pleasure of the City Council; and

WHEREAS, Adam Zettel was appointed to serve full-time in the office of the Assistant City Manager for the City of Swartz Creek in July 2006, performed contracted services for the city between 2010-2013, and was appointed as the City Manager in December of 2013, in which capacity he continues to serve today; and

WHEREAS, Mr. Zettel serves as the City's AICP Certified Planner, Zoning Administrator, and DDA Director, as well as holder of a S-2 Water Distribution Operator license and Michigan Certified Assessing Officers License; and

WHEREAS, Mr. Zettel and the City agree that defined benefit post-employment health care benefits are no longer conducive to modern governmental financial abilities and should be removed from the employment agreement; and

WHEREAS, Adam Zettel and the City have come to an agreement on specific amendments to the terms and conditions of the City's appointment of him to the office of City Manager;

NOW THEREFORE, the City and the Manager hereby agree to the following:

SECTION NO. 1 – ACKNOWLEDGMENT OF APPOINTMENT

The City, acting by and through its City Council and in reliance on all of the acknowledgments, premises and representations made in his application for this position and in this agreement, and the Manager hereby acknowledges the appointment of Adam Zettel to the office of City Manager effective the 1st day of January, 2014, with all such duties, responsibilities outlined within the City's Charter, City Ordinances, State and Federal Law effective on the date written above.

SECTION NO. 2 - CHARTER REQUIREMENTS

The Manager acknowledges that he is familiar with the City Charter and that he has reviewed the provisions thereof, particularly those which describe the powers, functions, duties and responsibilities of the City Manager, and further acknowledges that he is capable of complying with such Charter requirements as to the exercise of such powers, functions and duties and agrees to do so.

The base wage used for the initial 2% increase is the hire wage of \$89,000.

SECTION NO. 3 - SALARY

Commencing on July 1, 2019, the Manager shall receive a salary of Ninety Thousand Seven Hundred Eighty Dollars (\$90,780) per year. The salary shall increase by 2% effective July 1, 2020 and by 2% on July 1, 2021. The Manager's performance may be reviewed by the City Council or at the request of the Manager, after twelve (12) months from the date of this agreement, and annually thereafter. Such review shall be based on an evaluation method determined by the City Council after consultation with the Manager. All such salary shall be paid in a manner similar to other employees, specifically salary department heads and supervisor's.

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Deleted: It is understood that the above salary shall be compensation for the following duties to be performed by Mr. Zettel, duties are as follows; City Manager (\$77,000), Planning and Zoning Administrator and DDA Administrator (\$10,000) and continuously maintaining an S-2 Water License (\$2,000).

SECTION NO. 4 – AUTOMOBILE ALLOWANCE

The Manager shall receive an automobile allowance in the amount of Three-Hundred Thirty-Five (\$335) per month.

SECTION NO. 5 – RETIREMENT & DEFINED CONTRIBUTION PROGRAMS

A). The City Manager shall participate in the M.M.E.R.S. defined contribution plans (being a 401(a) and/or 457 MC), with the Employer's contribution to said plan(s) to be equal to and no greater than 7% of the employee participant's gross wages. Beginning July 1, 2018, the Employer shall also match an additional 1% for each 2% the employee contributes, up to a total Employer contribution of 9%.

B). Defined Contribution Plan Vesting.

The Employer's contribution to the defined contribution plan shall become vested on behalf of the Assistant Manager 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

C). Defined Contribution Plan - Employee Voluntary Contribution.

The City Manager may make voluntary contributions by payroll deduction of an amount not to exceed the contribution authorized by the MMERS plan. Contributions made by the Manager are not subject to the vesting provisions of Subsection B), above.

Changes to a voluntary contribution schedule may be made no more than one time each contract year.

SECTION NO. 6 - COMPENSATORY TIME

The City Manager shall be entitled to compensatory time, at his discretion, so long as such time is reasonable. 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

SECTION NO. 7 - VACATIONS

A). Commencing for the calendar year 2014, the City Manager shall be credited with and allowed to use up to 15 vacation days (120 hours) for the year. The City Manager shall earn credit towards vacation with pay in accordance with the following schedule, days to be earned in a current year and credited for use after January 1st of the following calendar year:

Completed Years of Service	Annual Maximum
0	15 Days (120 Hours)
5	20 Days (160 Hours)
20	25 Days (200 Hours)

This change reflects the same number system used in other agreements, to provide clarity.

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B). The Manager may receive payment in lieu of the fifth week of vacation, if, at the discretion of the City Council the vacation cannot be taken. Such payment in lieu of vacation shall be at the regular rate of pay.

C). 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.

- D). A vacation day or days may be waived by mutual agreement and the Manager shall be paid at the 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.
- E). If the Manager becomes ill and is under the care of a duly licensed physician prior to vacation, such vacation will be re-scheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation at his regular rate of pay.
- F). If the Manager is terminated, retires, resigns with proper notice (thirty days), or in the event of death, he will receive any unused vacation credit including that accrued in the current calendar year.
- G). The Manager will be paid his current salary based on his regular scheduled pay rate while on vacation and will receive credit for any benefits provided for in this agreement.
- H). The Manager 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 Birthday, respectively. The Manager will be paid his current salary based on a regular day for said holidays.
- B). Should one of the above listed 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. The Manager will be allowed to be absent from work up to ninety-six (96) hours during the calendar year. Absent leave shall be credited on January first of each year for use during that calendar year. If the Manager terminates employment during said calendar year and has used more absent leave hours than he has earned as of the date of termination, the Manager shall reimburse the City for the excess absent leave used, and said amount may be deducted by the City from the Manager's final pay check. Absent leave will be prorated at the rate of 8 hours per calendar month of service

D). Absent leave shall be used in increments of no less than one (1) hour. In the case of extended absence due to illness, the Manager shall give notice to the City Council, via the Mayor, along with 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 Manager is capable of performing his job description.

E). If at the end of a calendar year the Manager has unused absent leave, he shall be paid for said absent leave, up to a maximum of seventy-two (72) hours. Such payment shall be made on the 2nd payday in January of the next calendar year. Payment shall be based on the Manager'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 - 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.

SECTION NO. 15 - 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 and Act 51, MCL 247.6888j, Annual Certification of Employee-related Conditions, 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).

This level of coverage is no longer available.

C). If an employee is unable to work due to illness or injury covered by the City'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). If the plan rules permit, medical, dental and vision insurance benefits shall be available to the Manager immediately upon start or in any event, as soon thereafter as such plan rules permit.

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.

Deleted: 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.¶

- 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 City of Swartz Creek 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 City 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 City 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 City 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 City 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 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 ~~Three Hundred Dollars (\$300)~~ 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. The City Manager shall be provided with a Health Care Savings Program, into which the Employer shall deposit ~~3%~~ of gross wages. These funds will be available to the employee after separation for any reason, with no vesting period.

This language reflects the terms of the Supervisors.

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SECTION NO. 16 - 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 decided by the City Council.

SECTION NO. 17 - 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. 18 - PROFESSIONAL MEMBERSHIP FEES / TRAINING

A). The City will pay the Manager's annual dues for membership in professional organizations, such as the International City Managers Association (the ICMA) and the Michigan City Management association, where such membership is intended to maintain and improve the Manager's performance under this agreement and be beneficial to the City.

B). The City Council will consider a recommendation from the Manager to include in each annual budget appropriation reasonable amounts to be used by the Manager for participation in or attendance at educational programs, conferences and workshops on subjects directly related to the Manager's performance of his job.

C). The City Council will consider a recommendation from the Manager to include in each annual budget appropriation reasonable amounts to be used by the Manager for membership in a service organization required by the City.

SECTION NO. 19 - DISCHARGE

The Manager acknowledges and understands that the office of the City Manager is one which, pursuant to the City Charter, is held at the pleasure of the City Council and that the Manager may be discharged at any time for any reason whatsoever. If the Manager is discharged for any reason other than: a) his failure to perform the powers, duties, functions and responsibilities placed upon him by the City Charter or by the City Council; or b) his commission of any other act which constitutes

cause for discharge, including, but not limited to, willful malfeasance, gross negligence or criminal conduct, he shall receive severance pay in the full amount of his then periodic salary together with medical insurance as provided in Section 15, above. Such severance pay shall be paid to the Manager in the same periodic installments as the regular City payroll. The City's duty to pay such severance pay and benefits shall continue for a period of ninety (90) days from the date of termination. No other benefits provide for in this agreement shall accrue to or be earned by the Manager during such ninety (90) day period.

Payment by the City of such severance pay and benefits shall constitute liquidated damages for any claims the Manager may have against the City related to such discharge and shall constitute a full and complete release of the City from any liability therefore. The Manager shall execute such a release in a written form approved by the City attorney prior to payment of any portion of such severance pay or benefits. In return for such severance pay, the Manager shall be available to the City at reasonable times and places for consultation on City business matters on which the Manager has knowledge that was acquired during the term of this agreement.

Should this agreement not be renewed by the City, or should it be extended as provided in paragraph 20, below, the severance pay provisions contained herein, including the designation of same as liquidated damages, shall continue and remain a separate and continuing obligation of the City existing Independent of this agreement if the Manager's employment is later terminated.

SECTION NO. 20 – TERMINATION BY MANAGER; RESIGNATION

The Manager may terminate this agreement at any time by providing the City Council with no less than thirty (30) days written notice of his voluntary resignation and termination of this agreement. Upon such termination by the Manager, the Manager shall not be entitled to any of the severance pay or benefits described in Paragraph 19, above.

SECTION NO. 21 - INDEMNIFICATION

The City will defend and indemnify the Manager for liability incurred for administration acts, errors and omissions performed within the scope of his duties under this agreement and the City Charter.

SECTION NO. 22 - TERM

This agreement may be amended at any time by mutual written agreement of the parties. This agreement will be renewed automatically from year to year thereafter unless either party requests in writing that it be renegotiated or that it not be renewed. Such request, to be effective, must be received by the non-requesting

party at least ninety (90) days prior to the date of automatic renewal.

SECTION NO. 23 - ARBITRATION

Any dispute, controversy or claim between the Manager and the City regarding the terms and conditions of this agreement or the breach thereof, the Manager's termination from employment including (to the extent permitted by law), but not limited to, claims of discrimination based on race, color, religion, national origin, age, sex, height, weight or marital status, shall be submitted to the American Arbitration Association for resolution pursuant to its rules applicable to such claims and subject to the following conditions:

- A. Unless otherwise required by a statute of limitations, no lawsuit or action at law may be maintained prior to the completion of the arbitration.
- B. The Manager and the City shall each be responsible for their own costs and attorneys fees unless otherwise ordered by the arbitrator in a final award.

SECTION NO. 24 - SEVERABILITY

All agreement and covenants contained herein are severable and, if any of them are held to be invalid by a court of competent jurisdiction, such ruling shall not invalidate this agreement, and each provision of this agreement, including the termination and severance pay provisions, shall be interpreted as if such invalid agreement or covenants were not contained therein.

SECTION NO. 25 - REPRESENTATIONS

The Manager hereby represents to the City that he is of sound moral character and that he has never been convicted of any crime, whether felony or misdemeanor, excluding minor traffic offenses, and that he has not been determined in any legal or other professional proceeding to be responsible for any act of moral turpitude. The City hereby relies on those representations and conditions this agreement thereon. The Manager will execute any waivers or releases necessary to allow the City to conduct a background check to verify these representations of the Manager. If, as a result of said background check, the City acquires any information indicating that any such representations by the Manager are untrue, it shall provide such information to the Manager forthwith, who shall have a reasonable opportunity to respond to such information. If the City then finds that the Manager made any such representations knowing same to be untrue, it may terminate this agreement forthwith and such termination may, in the sole discretion of the City, be deemed to be a discharge for cause.

SECTION NO. 26 – BINDING EFFECT

This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

SECTION NO. 27 – APPLICABLE LAW

This agreement shall be subject to and all terms and provisions hereof shall be construed in accordance with the law of the State of Michigan.

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

THE CITY OF SWARTZ CREEK:

By: Dave Krueger, Mayor

By: Connie Eskew, City Clerk

MANAGER:

Adam H. Zettel

*APPROVED AS TO FORM:
Michael Gildner, City Attorney*

WATER SUPPLY CONTRACT

WATER SUPPLY CONTRACT BETWEEN THE COUNTY OF GENESEE, A MICHIGAN COUNTY CORPORATION, BY AND THROUGH ITS DRAIN COMMISSIONER, COUNTY AGENCY AND THE CITY OF SWARTZ CREEK, MICHIGAN, A MICHIGAN HOME RULE CITY

This **WATER SUPPLY CONTRACT** (the “Contract”) made and entered into as of this _____ day of _____, 2019, (the “Contract Date”), by and between the **COUNTY OF GENESEE BY AND THROUGH ITS DRAIN COMMISSIONER, COUNTY AGENCY**, (hereinafter the “Agency”), located in Genesee County, Michigan and the **CITY OF SWARTZ CREEK, MICHIGAN, A MICHIGAN HOME RULE CITY** (hereinafter the “Swartz Creek”), located in Genesee County, Michigan.

RECITALS

WHEREAS, the Board of Commissioners of the County of Genesee had authorized and directed that there be established, pursuant to the provisions of Act 342 of the Michigan Public Acts of 1939, as amended (“Act 342”), a water supply system designated as the Genesee County Water Supply System (“Water System”) consisting of a source of water supply transmission mains and all other facilities necessary to supply water to the various units of government located within and without of Genesee County; and

WHEREAS, the Agency has been designated the County of Genesee as the agency of the county pursuant to Act 342 in connection with the establishment, maintenance and operation of systems of water supply system improvements, facilities and services and as the person to have supervision and control of the operation of the same; and

WHEREAS, Section 5 of Act 342 authorizes the Agency and Swartz Creek to enter into a contract for a term not exceeding forty (40) years for the services provided by the Agency, including, but not limited to, the supply of water, construction and maintenance of improvements and facilities, and other items authorized by Act 342; and

WHEREAS, in August 1969, a contract was executed between the City of Swartz Creek, and the County of Genesee relative to a water supply for the area shown on **Exhibit A**.

WHEREAS, in October 1988, the Agency, Swartz Creek and various other municipal governments executed a contract entitled GENESEE COUNTY WATER SUPPLY SYSTEM, NORTHERN LOOP SECTION CONTRACT; and

WHEREAS, in May 2001, the Agency, Swartz Creek, and various other municipal governments executed a contract entitled AMENDMENT AND RESTATEMENT OF GENESEE COUNTY WATER SUPPLY SYSTEM, SOUTHERN LOOP SECTION CONTRACT AND GENESEE COUNTY WATER SUPPLY SYSTEM, NORTHERN LOOP SECTION CONTRACT

AND GENESEE COUNTY WATER TRANSMISSION AND SUPPLY SYSTEM AGREEMENT;
and

WHEREAS, in as much as the Agency and Swartz Creek may have executed other contracts that relate to the construction, financing, improvements of a water distribution system and the supply of water; and

WHEREAS, to achieve the respective goals of the Agency and Swartz Creek and to achieve efficient use of resources, it is necessary for the Agency and Swartz Creek to enter into a long-term contractual relationship for the supply and purchase of Water; and

WHEREAS, the Agency and Swartz Creek desire to have a long-term partnership for delivery of treated water and the supply and use of the treated water, to work together on a sustained basis to generate economic development benefits for Swartz Creek; and

WHEREAS, Swartz Creek will be committed through this Contract to receive and pay for the capacity of treated water purchased, which shall be made available by the Agency under this Contract to Swartz Creek, which reasonably conforms to the collective and individual needs of Swartz Creek; and

WHEREAS, a partnering approach requires a contract between the Agency and Swartz Creek that provides for proportional benefits for each party and that avoids disproportionate benefits for one party at the expense of the other party; and

WHEREAS, the Agency recognizes that there is a direct and continuing benefit to the Agency by selling treated water to Swartz Creek and Swartz Creek recognizes that there is a direct and continuing benefit to Swartz Creek by purchasing treated water from the Agency; and

WHEREAS, it is the mutual desire of the parties hereto to promote goodwill with, and economic development for, the citizens and businesses located within Swartz Creek; and

WHEREAS, the consistent supply of treated water must be protected for the present and for the future needs of Swartz Creek; and

WHEREAS, both the Agency and Swartz Creek acknowledge that the dependability of capacity of treated water being made available hereunder may be subject to change due to imposition or amendments of State or federal law or other actions not within the control of the Agency, provided that the Agency and Swartz Creek represents that it will not authorize, seek to authorize, or support any actions that would reduce the ability to reliably make treated water available except those actions specifically set forth in this Contract; and

WHEREAS, the Agency agrees to operate the facilities to and at the point of delivery of the Agency's water distribution system to the Agency's standards and specifications at the sole expense of Swartz Creek; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Agency agrees to deliver treated water at the capacity set forth in this Contract; and Swartz Creek agrees to receive and timely pay for the capacity of treated water delivered by the Agency to Swartz Creek, to wit:

ARTICLE I
INTRODUCTORY PROVISIONS

Section 1.01. Adoption of Recitals. All of the matters stated in the Recitals of this Contract are true and correct and are hereby incorporated into the body of this Contract as through fully set forth in their entirety herein, provided that in cases of conflict, provisions of this Contract other than matters stated in the Recitals shall control over matters stated in the Recitals.

Section 1.02. No effect on Current Contracts. The parties hereto agree that the prior contracts involving the Agency and Swartz Creek shall not be affected by the execution of this Contract, unless expressly set forth herein. This Contract is being entered into for the sole purpose of the Agency providing Swartz Creek with treated water for the term set forth in this Contract.

ARTICLE II
TREATED WATER

Section 2.01. Supply of Treated Water. The Agency is presently supplying treated water to Swartz Creek pursuant to the terms and conditions set forth in the previously mentioned contracts. Currently, the Agency is making water available to other units of government. Raw water is being purchased from the Karegnondi Water Authority and treated at the Genesee County Water Treatment Plant. This Contract shall not restrict the Agency from purchasing water, whether treated or untreated, from any other source. The Agency pursuant to this Contract shall supply Swartz Creek with treated water which shall be made available to Swartz Creek from the Agency at the point of delivery set forth in Exhibit B.

Section 2.02. Point of Delivery. Treated water is currently being provided to Swartz Creek at a point of delivery which has a master meter installed and paid for by Swartz Creek to determine the amount of treated water delivered to Swartz Creek. The location of this meter is set forth in **Exhibit B** attached hereto and herein incorporated by reference. As required by the previous contracts, the Agency shall maintain the meter facility, including the meter and read the meter and Swartz Creek shall pay the cost of all maintenance required. Nothing in this Contract shall restrict the ability of Swartz Creek to request additional points of delivery, subject to the requirements of the Agency. Any additional point of delivery requested by Swartz Creek shall be subject to approval by the Agency, which approval shall not be unreasonably withheld. Unless otherwise mutually agreed, the Agency shall be responsible for the design to its specifications, for contracting, and for construction of the facilities. Swartz Creek shall be responsible for the acquisition of any rights-of-way for any additional or future point of delivery for treated water from the Agency's system and the actual cost of the additional point of delivery facilities. The Agency shall send a detailed invoice to Swartz Creek for the cost of the point of delivery facilities, which shall be paid by Swartz Creek within thirty (30) days of receipt. Upon completion of the point of delivery facilities, the operation

and maintenance of the point of delivery facilities shall be invoiced to Swartz Creek and Swartz Creek shall pay the invoices within thirty (30) days of receipt.

Section 2.03. Water Supply Limitation. Delivery of treated water to Swartz Creek is subject to the available system supply, system deliverability, and the terms of the previously mentioned contracts; provided that such delivery shall not be unreasonably withheld. The Agency will use its best efforts to furnish and remain in position to furnish sufficient treated water for Swartz Creek in accordance with this Contract, provided, however, that the Agency's obligation shall be limited to the amount of treated water available from its respective sources.

Subject to the Water System capability, shortages in water will be shared proportionately by all users of the Water System, including Swartz Creek. The Agency and Swartz Creek do not anticipate any shortages in water to Swartz Creek due to the following contingencies that are available to the Agency and/or Swartz Creek and the Agency and Swartz Creek agree to implement one, two, or both in the case of a water shortage:

- A. The Agency has adequate storage to provide water to the customers connected to the Water System, including Swartz Creek, for a period of two (2) days.
- B. The Agency has entered into Backup Water Supply Agreements with various units of government connected to the Water System, including the Great Lakes Water Authority to supply potable water to Swartz Creek in the event that the Agency's system is compromised.
- C. The Agency has two separate distribution connections that service Swartz Creek with water in the event that there is a break in one of the distribution systems Swartz Creek will still receive potable water from the other distribution connection.

Section 2.04. Meter Equipment. Swartz Creek may request, in writing, that the Agency calibrate any meter or meters in the presence of a representative of Swartz Creek. The Agency will make up to one (1) such calibration in any calendar year at no charge to Swartz Creek. All requested calibrations by Swartz Creek in excess of one (1) will be made at the expense of Swartz Creek, except when the accuracy of the meter is beyond the limits of commercial accuracy in which case the Agency shall bear such expense. If, for any reason, any meter is out of service or out of repair, or if, upon any test, the percentage of inaccuracy of any meter is found to be in excess of commercial accuracy [which unless otherwise agreed to shall be considered to be plus or minus five percent (5% ±)], registration thereof shall be corrected for a period of time extending back to the time when such inaccuracy began, if such time is ascertainable, and if not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of three (3) months.

Swartz Creek may, at its option and its own expense and subject to space limitations of the metering facilities, install, maintain, and operate a meter (a check meter) to check any meter installed

by the Agency, but the measurement for the purpose of this Contract shall be solely by the meter(s) installed and monitored by the Agency, except as otherwise agreed.

If either party at any time observes a significant variation between the delivery meter or meters and the check meter or meters, if any such check meter or meters shall be installed, such party will promptly notify the other party, and the parties hereto shall then cooperate to procure an immediate calibration test and joint observation of any adjustment and the same meter or meters shall then be adjusted to accuracy. Each party shall give the other party forty-eight (48) hours' notice of the time of all tests of meters so that the other party may conveniently have a representative present.

If for any reason any meters owned by the Agency are out of repair so that the amount of treated water delivered cannot be ascertained or computed from the reading thereof, the treated water delivered through the period such meters are out of service or out of repair shall be estimated by the Agency upon the basis of the best data available. For such purpose, the best data available shall be deemed to be the registration of any check meter owned by Swartz Creek or meters owned by the Agency if the same have been installed and are accurately registering. Otherwise, the amount of treated water delivered during such period may be estimated: (i) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation, (ii) by estimating the quantity, based on deliveries during the preceding periods under similar conditions when the meter or meters were registering accurately, or (iii) by using corresponding downstream meters installed by Swartz Creek or its customers to measure treated water received into respective portions of Swartz Creek's system. Swartz Creek shall accept the estimate provided by the Agency as being the actual amount of water delivered to Swartz Creek.

Section 2.05. Access. The Agency agrees to provide reasonable ingress and egress for Swartz Creek's representatives to the point of delivery (metering premises) to make such inspections and tests authorized by this Contract. In addition to the ingress and egress, the Agency, in its reasonable discretion, may provide to Swartz Creek a point for electronic access to the meters. Swartz Creek shall be responsible for the cost of the installation and setup of any electronic access point provided for the use by Swartz Creek.

Under the provisions of the preceding paragraphs, both parties shall have reasonable access to all referenced facilities and premises to install, operate, inspect, test and maintain appropriate communication equipment, especially any equipment necessary for data acquisition.

Section 2.06. Title to Water; Indemnification. Title to all treated water supplied to Swartz Creek shall be in the Agency from the point of collection up to first shut off valve located on Swartz Creek's side of the meter at the point of delivery, at which point title shall pass to Swartz Creek. The Agency and Swartz Creek agree to save and hold each other harmless, to the extent authorized by law, from all claims, demands, and causes of action which may be asserted by anyone on account of the transportation and delivery of said treated water while title remains in such party.

Section 2.07. Waiver of Claims. Swartz Creek hereby affirmatively and expressly waive and agrees never to claim in any forum any and all rights to treated water, preference or priority in any manner or circumstances, including but not limited to drought conditions or circumstances, acts

of God, strikes, lockouts or other disturbances, acts of public enemy, malfunction of the Agency's system, emergencies or public health and safety concerns, which would have the effect of altering, extending or voiding the term of this Contract, increasing the quantities of treated water made available under this Contract or which would allow Swartz Creek to continue use of treated water without a written agreement. Specifically, Swartz Creek will have no claim to continue the use of treated water from the Agency after expiration of this Contract, other than those rights that may arise from express provisions in this Contract.

Section 2.08. Current Capacity. Swartz Creek agrees that the total current capacity of treated water being purchased by Swartz Creek from the Agency is .5 million gallons per day average ("MGD").

Section 2.09. Distribution. Subject to present and future United States Department of Agriculture, Rural Development Regulations, Swartz Creek shall be responsible for the distribution of water to its individual users within its municipal boundaries or as authorized by state law.

Section 2.10. Unit of Measurement. The Agency shall designate the unit of measurement to be used in calculating the treated water metered and delivered to Swartz Creek. However, for billing purposes, Swartz Creek may designate that the treated water be billed in either 1,000 gallons, U.S. Standard Liquid Measure or 100 cubic feet, Cubic Measure. Swartz Creek shall notify the Agency in writing of the unit of measurement to be used for billing the treated water delivered from the Agency system to Swartz Creek.

Section 2.11. Payment for Treated Water. Swartz Creek shall pay to the Agency such charges for treated water supplied to Swartz Creek through the Agency's distribution system. All billing by the Agency to Swartz Creek shall be by U.S. Mail First Class, electronic communication, or other method mutually agreed upon by the Agency and Swartz Creek.

Section 2.12. Cost of Treated Water. Swartz Creek agrees to pay the Agency such charges for treated water as established by the Agency's rates, which shall be fixed for this purpose from time to time by the Agency in accordance with the provisions of this Contract and Act 342 of the Michigan Public Acts of 1939, as amended. Such rates shall be subject to review as provided by law.

The rates currently fixed for this purpose are attached hereto as Exhibit C. Such rates may be raised or lowered proportionately as the rates for the Agency's other water purchasers are raised or lowered. Such rates shall be subject to review as provided by law. Additionally, any connection and/or demand charges will not be paid by Swartz Creek from the loan funds Swartz Creek receives from the United States Department of Agriculture ("USDA") – Rural Development without prior approval by the USDA.

Section 2.13. Benefit Equal to Fee. Swartz Creek acknowledges that the fees established by the Agency hereunder is necessary to provide treated water to Swartz Creek which is the subject of this Contract, and Swartz Creek agrees that by purchasing treated water from the Agency, Swartz Creek will receive a real, present and substantial benefit in an amount equal to the fees charged. Swartz Creek waives any claim it may have against the Agency in connection with or arising out of

the fees paid under this Contract, including specifically any claim that Swartz Creek may have under Article IX, Section 31 of the Michigan Constitution.

Section 2.14. Dispute Resolution. Swartz Creek agrees that it will promptly pay any such charges for treated water as imposed or supplied by the Agency even if Swartz Creek shall dispute the amount imposed or billed. Swartz Creek shall have the right to submit the dispute to a dispute resolution committee consisting of one representative appointed by Swartz Creek, one representative appointed by the Agency, and one representative appointed by the Chairman of the Board of Commissioners of Genesee County only if Swartz Creek is current on all amounts invoiced by the Agency. The decision of the Committee shall not constitute an arbitration award. If such Committee shall be unable to resolve the dispute, then Swartz Creek may institute legal proceedings to recover such monies as it shall have paid and are subject to the dispute. The legal proceedings shall be de novo.

Section 2.15. Discontinuance of the Treated Water Supply. The Agency may discontinue providing treated water to Swartz Creek if Swartz Creek fails to pay all charges for treated water due and owing to the Agency within thirty (30) days of the due date. Swartz Creek expressly waives any and all claims for damages which may result from the Agency discretion to discontinue treated water to Swartz Creek. Swartz Creek further agrees to save the County and the Agency harmless from all damage claims which may result from the discontinuance of water service to Swartz Creek occasioned by the failure of Swartz Creek to pay its water charges in accordance with the provisions of this Contract or any other contract where both the County and Swartz Creek are a party thereto.

Section 2.16. Local Connections. Swartz Creek shall maintain complete records of the number and sizes of service connections to the system owned by Swartz Creek. Such records shall be provided monthly to the Agency by Swartz Creek upon request by the Agency. In addition, Swartz Creek shall also furnish, at the Agency’s written request, the number of Residential Equivalent Units (“RES”) for each water or sewer account located in Swartz Creek or serviced by Swartz Creek pursuant to Act 425 of the Michigan Public Acts of 1984, as amended, or similar public act.

Section 2.17. No upstream liability for Bolt claim against Swartz Creek. Swartz Creek reserves the right to resell treated water purchased under this Contract to retail customers pursuant to a schedule of rates and charges to be adopted by Swartz Creek in its sole discretion, provided that Swartz Creek shall set such rates and charges in conformance with relevant law. Swartz Creek shall hold harmless the Agency, and any and all of its past, present, and future members, officials, employees, representatives, agents and consultants, from any and all losses, demands, claims, actions, causes of action, assessments, suits, judgments, damages, liabilities, penalties, costs and expenses (including without limitation the fees and expenses of attorneys and other consultants) which are asserted against, or are imposed upon or incurred by Agency or an above-listed person and which result from, relate to, or arise out of a claim alleging in principal part that Swartz Creek’s rates and charges payable by its customers are established, charged or collected in violation of law.

ARTICLE III
INDEMNIFICATION

Section 3.01. Indemnification. In further consideration of the Agency's entry into this Contract, the parties hereto agree that:

- A. The Agency, all elected officials and appointed officials, all employees and volunteers, and the Agency Attorney, shall not be liable for any loss, cost, injury, or death to any representative or agent of Swartz Creek, which at any time may be suffered or sustained during the performance of this Contract or in the performance of any service or action authorized by this Contract.
- B. The Agency, all elected officials and appointed officials, all employees and volunteers, and the Agency Attorney, shall not be liable for any loss, cost, injury, or damage to any property of Swartz Creek or its representatives or agents, which at any time may be suffered or sustained by Swartz Creek, its representatives and agents, or persons while Swartz Creek is performing services or any action authorized pursuant to this Contract.
- C. The Agency, all elected officials and appointed officials, all employees and volunteers, and the Agency Attorney, shall not be liable for any claims of Swartz Creek's employees and agents for violations of Federal, State or local laws, including, but not limited to, laws governing fair labor law practices, and claims for payment of material and equipment purchased, claims for payment of material and equipment leased or rented.
- D. Swartz Creek shall indemnify, hold harmless and defend the Agency, all elected officials and appointed officials, all employees and volunteers, and the Agency Attorney, from and against all claims, liabilities, losses or damages whatsoever including, without limitation, attorneys' fees on account of any such loss, injury, violation of law, breach of this Contract, any environmental issues, suffered or sustained, related to performance of this Contract, but only to the extent of any negligence or other wrongful act attributed to the City or its employees or representatives.

ARTICLE IV
GENERAL PROVISIONS

Section 4.01. Force Majeure. If by reason of force majeure either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract, other than the obligation of Swartz Creek to make the payments required under this Contract, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. If the event results in an insurance claim and settlement are authorized, the settlement proceeds shall be in the name of the Agency and the name of Swartz Creek. The Agency and Swartz Creek shall mutually determine if the Agency, Swartz Creek, or both shall

be entitled to a share of the insurance proceeds. The term “**Force Majeure**” as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of treated water supply, or on account of any other causes not reasonably within the control of the party claiming such inability.

Section 4.02. Term of Contract. This Contract shall remain in effect for forty (40) years, unless terminated by Swartz Creek upon one (1) year written notice of intent to terminate is served by Swartz Creek on the Agency. However, in no case shall Swartz Creek be allowed to terminate this Contract until Swartz Creek has satisfied in full and to the satisfaction of the Agency any and all outstanding bonds, debt, or other liability owed to the Agency by Swartz Creek. As long as this Contract is in effect, it shall inure to the benefit of and be binding upon, the parties hereto, their successors and assigns and be subject to all present and future USDA-Rural Development regulations while there is an outstanding USDA- Rural Development Loan balance.

Additionally, notwithstanding the foregoing, in no event shall this Contract expire any earlier than the repayment period of any USDA-Rural Development Loan still outstanding between Swartz Creek and the USDA.

Section 4.03. Exhibits. The following Exhibits attached hereto are incorporated by reference herein:

- Exhibit A – 1973 Contract Water Supply Area
- Exhibit B – Point of Delivery
- Exhibit C – Agency’s Current Rates

Section 4.04. Severability. The parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses or words of this Contract or the application of such sections, subsections, provisions, clauses or words to any situation of such sections, subsections, provisions, clauses or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality or contravention shall not affect any other sections, subsections, provisions, clauses or words of this Contract or the application of such sections, subsections, provisions, clauses or words to any other situation or circumstance, and it is intended that this Contract shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause or word had not been included herein, and the rights and obligations of the parties hereto shall be construed and remain in force accordingly.

Section 4.05. Venue. All amounts due under this Contract, including, but not limited to, payments due under this Contract or damages for the breach of this Contract, shall be paid and be due at the location of the principal administrative offices of the Agency. It is specifically agreed among the parties to this Contract that Genesee County, State of Michigan, is the place of performance of this Contract. In the event that any legal proceeding is brought to enforce this Contract or any provision hereof, the same shall be brought in the Genesee County District or Circuit Court, whichever has jurisdiction.

Section 4.06. Assignability and Successor Interest. This Contract may be assigned, or the contract rights may otherwise be transferred from Swartz Creek to a duly formed successor Swartz Creek. This Contract may be assigned, or the contract rights may otherwise be transferred from the Agency to a duly formed successor agency or entity, or to the State, provided that no obligations of the Agency set forth in this Contract shall be affected by any such assignment or transfer. If either party desires to make such transfer or assignment, they shall first provide thirty (30) days written notice to the other party to provide opportunity for comments.

Such notice period shall not be construed to impair either party's right to freely assign this Contract. Swartz Creek has the right to pledge its rights under this Contract to the USDA as security for any loan, whether currently outstanding or later extended.

Section 4.07. Interpretation. For purposes of interpretation of this Contract, neither Swartz Creek nor the Agency shall be deemed to have been the drafter of this Contract.

Section 4.08. Construction. This Contract has been prepared and negotiations have occurred in connection with said preparation pursuant to the joint efforts of the parties hereto. This Contract therefore shall not be construed against any party to this Contract.

Section 4.09. Modification. This Contract shall not be modified, altered, or amended except through a written amendment signed by a duly authorized representative of both Swartz Creek and the Agency.

Section 4.10. No Third-Party Beneficiaries. This Contract is not intended to confer upon any person or entity, other than the parties hereto, any rights or remedies of any kind or nature whatsoever.

Section 4.11. Counterparts. This Contract may be executed in several counterparts each of which shall be deemed one and the same Contract. It shall be binding upon and inure to the benefit of the parties to it and their respective successors and assigns.

Section 4.12. Captions and Bylines. The captions and bylines used in this Contract are for the convenience of reference only and in no way define, limit, or describe the scope of intent of any provision of this Contract.

Section 4.13. Addresses and Notice. Unless otherwise provided herein, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made or accepted by any party to any other party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, addressed to the party to be notified. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Swartz Creek, to:

The City of Swartz Creek
Attn: City Manager
8083 Civic Drive
Swartz Creek, MI 48473

If to the Agency, to:

Genesee County Drain Commissioner
Division of Water and Waste Services
Attn: Drain Commissioner
G-4610 Beecher Road
Flint, MI 48532

The parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other party hereto.

IN WITNESS WHEREOF, the parties hereto acting under the authority of their respective governing bodies have caused this Contract to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written, which is the Contract Date.

THE COUNTY OF GENESEE

CITY OF SWARTZ CREEK

By: _____
Jeff Wright,
Genesee County Drain Commissioner
County Agency

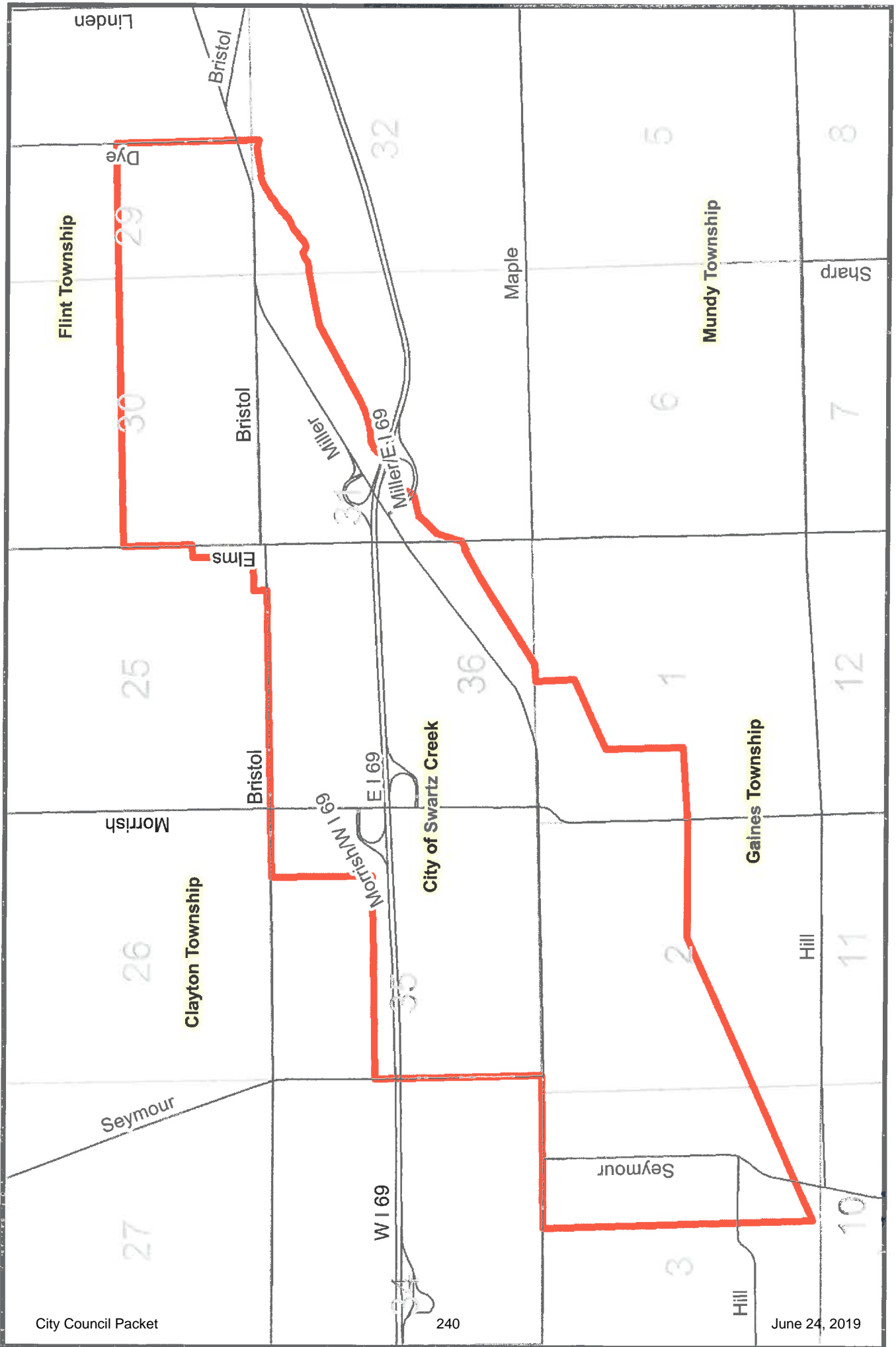
By: _____
, Mayor

ATTEST:

ATTEST:

Exhibit A

SWARTZ CREEK WATER SERVICE AREA



Legend


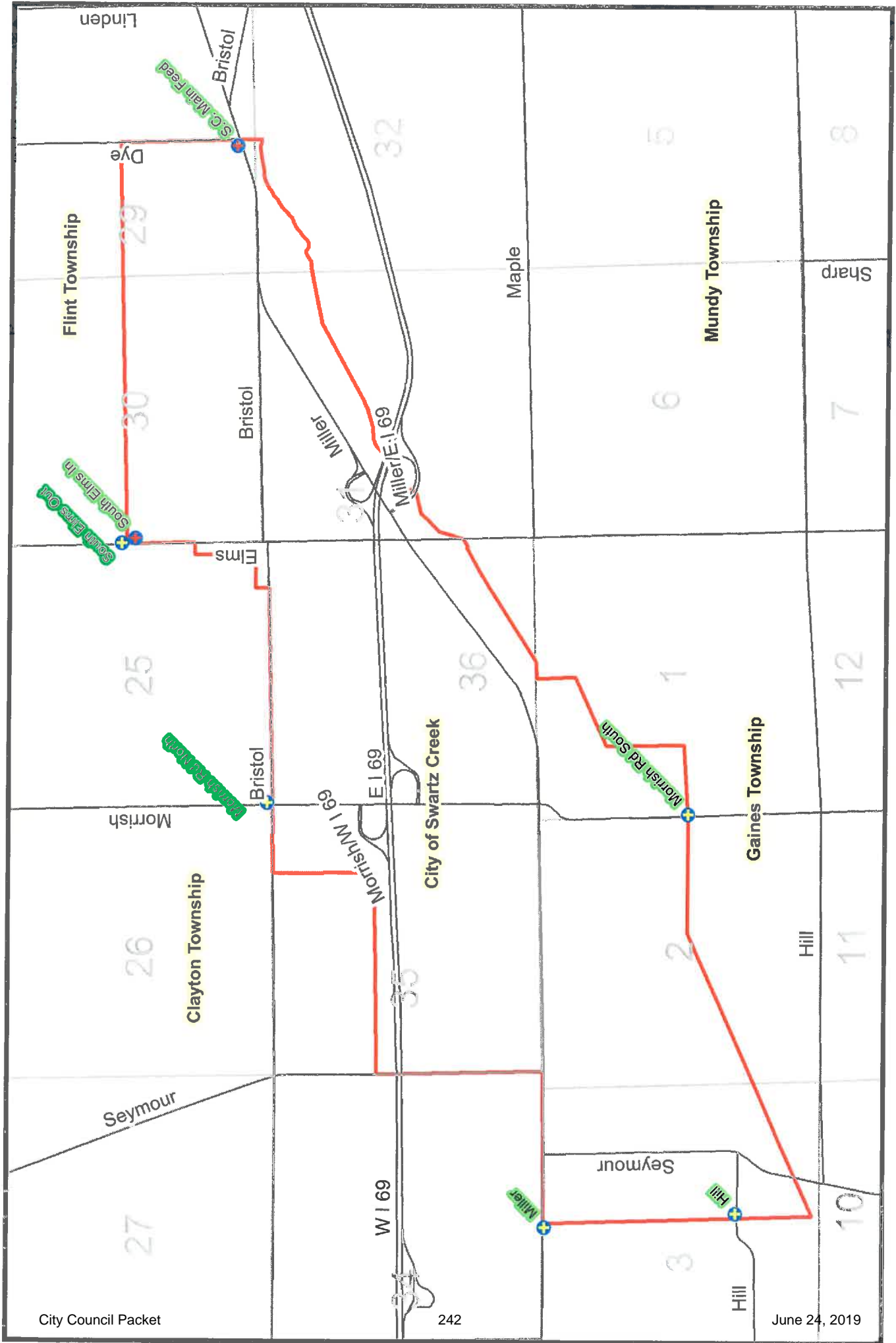
 Service Area - City of Swartz Creek



Exhibit B

SWARTZ CREEK WATER SERVICE AREA



Legend

- In
- Out
- Service Area - City of Swartz Creek



Exhibit C

GENESEE COUNTY WATER SUPPLY SYSTEM
 RATES FOR SERVICE FOR WATER BILLS RENDERED
 ON AND AFTER APRIL 2, 2018

The rates to be charged for water furnished by the System shall be as hereinafter set forth. Water to be furnished by the System shall be measured by a meter or equivalent meters, installed and controlled by the County. Charges for water service will be made for water furnished based upon monthly, bimonthly, and quarterly billings as set forth herein.

I. RATES BASED ON SUMMATION OF INDIVIDUAL METER READINGS (MONTHLY CHARGES)

<u>Meter Size - Inches</u>	<u>Readiness to Serve Charge</u>	<u>Irrigation Meters</u>
5/8	\$ 21.00	\$15.00
3/4	\$ 31.50	¾ or larger \$22.50
1	\$ 52.50	
1-1/2	\$ 105.00	
2	\$ 168.00	
3	\$ 367.50	
4	\$ 525.00	
6	\$ 1,050.00	
8	\$ 1,680.00	
10	\$ 2,520.00	
12	\$ 4,515.00	

(Irrigation meters are an automatic charge May 1 through October 31 or any quarter that usage is recorded) Rate becomes effective on date signed.

I. A. Indirect Rates

<u>Meter Size - Inches</u>	<u>Readiness to Serve Charge</u>	<u>Irrigation Meters</u>
5/8	\$ 20.00	\$19.00
3/4	\$ 30.00	¾ or larger \$
1	\$ 50.00	
1-1/2	\$ 100.00	
2	\$ 160.00	
3	\$ 350.00	
4	\$ 500.00	
6	\$ 950.00	
8	\$ 1,600.00	

II. RATES BASED ON MASTER METER READINGS (Wholesale)

A. MONTHLY

<u>Equivalent Meters</u>	<u>Readiness to Serve Charge @ \$460.00 / eq. meter</u>
15	\$ 6,900.00
25	\$ 11,500.00
35	\$ 16,100.00
50	\$ 23,000.00
80	\$ 36,800.00
120	\$ 55,200.00
165	\$ 75,900.00
215	\$ 98,900.00
320	\$147,200.00

The number of equivalent meters is based on the peak monthly flow from the prior calendar year. An equivalent meter size will be determined based on the peak monthly flow being 75% of the meter capacity. The meter capacity and number of capacity equivalent meters will be based on current AWWA standards. The meter size and number of equivalent meters will be based on standard meter sizes, with a minimum of 15 equivalent meters.

III. COMMODITY CHARGES (applies to both Individual and Master Meters):

A. The total commodity charge is \$5.75 per 100 cubic feet.

B. The commodity charge for individual customers who exceed 500,000 cubic feet a month will be \$5.75 per 100 cubic feet for the first 500,000 cubic feet and \$1.90 per 100 cubic feet for water above 500,000 cubic feet.

IV. QUARTERLY RATES (applies to Individual Meters):

Multiply readiness to serve charge by three.

GENESEE COUNTY WATER SUPPLY SYSTEM
RATES FOR SERVICE FOR WATER BILLS RENDERED
ON AND AFTER APRIL 2, 2018

V. WATER STATION RATES

The commodity charge for watering is \$7.05 per 100 cubic feet (0.25 per 30 gallons). No Readiness to Serve charge. Accounts shall be billed monthly.

VI. HYDRANT METER RATES

The commodity charge is \$7.05 per 100 cubic feet. No Readiness to Serve charge. Accounts shall be billed within 30 days of use.

VII. COUNTY CAPITAL IMPROVEMENT FEE

The County will charge a Capital Improvement Fee of \$1,000 per unit based upon the Residential Equivalent Units prior to the issuance of a Water Permit (B-Permit). The County Agency shall collect the fee.

VIII. CITY OF FLINT FRANCHISE RATES

The County will add \$1.00 per month to the amount the City of Flint bills the franchise customers for each ⁵/₈-inch meter equivalence plus \$0.10 per each 100 cubic feet of volume used.

The rates are established pursuant to Act 342 Michigan Public Acts of 1939 as amended.

Jeffrey Wright, Drain Commissioner, as County Agency under the provisions of Act 342, Michigan Public Acts of 1939, as amended.

Dated: 6-28-2017



JEFFREY WRIGHT
Genesee County Drain Commissioner, the County Agency

LAST RATE INCREASE WHILE STILL ON DWSD.
C.L.W.A. WATER SYSTEM.