

City of Swartz Creek

AGENDA

Regular Council Meeting, Monday, June 9, 2025, 7:00 P.M.

Paul D. Bueche Municipal Building, 8083 Civic Drive Swartz Creek, Michigan 48473

THIS WILL BE A HYBRID MEETING, WITH IN PERSON ATTENDANCE BY COUNCIL MEMBERS.

1. **CALL TO ORDER:**
2. **INVOCATION & PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
4A. Council Meeting of May 27, 2025 MOTION Pg. 33
5. **APPROVE AGENDA:**
5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
6A. City Manager's Report MOTION Pg. 8
6B. Staff Reports & Meeting Minutes Pg. 38
6C. Meadowbrook Insurance Renewal Pg. 51
6D. Treasurer, Clerk & Manager Agreements (marked editions sent separately) Pg. 70
6E. Revised Personnel Policies Manual Pg. 91
6F. Abrams Park Waiver Request Pg. 150
6G. DLZ Fat, Oil, Grease & Sewer Service Proposal Pg. 161
6H. Genesee County Park Ranger Service Agreement Pg. 166
6I. Category B Road Grant Package Pg. 168
7. **MEETING OPENED TO THE PUBLIC:**
7A. General Public Comments
8. **COUNCIL BUSINESS:**
8A. Appointment RESO Pg. 25
8B. Park Waiver Request RESO Pg. 26
8C. Meadowbrook Insurance Renewal RESO Pg. 27
8D. Updated Personnel Policies Manual RESO Pg. 27
8E. City Treasurer Agreement RESO Pg. 28
8F. City Clerk Agreement RESO Pg. 28
8G. City Manager Agreement RESO Pg. 29
8H. DLZ Fat, Oil, Grease and Sewer Services RESO Pg. 30
8I. Genesee County Park Ranger Services RESO Pg. 30
8J. Category B Road Fund Grant Application Authorization RESO Pg. 31
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION Pg. 32

Next Month Calendar (Public Welcome at All Meetings)

Downtown Development Authority:	Thursday, June 12, 2025, 6:00 p.m., PDBMB (Cancelled)
Fire Board:	Monday, June 16, 2025, 6:00 p.m., Station #1
Park Board:	Tuesday, June 17, 2025, 5:30 p.m., PDBMB
Metro Police Board:	Wednesday, June 18, 2025, 11:00 a.m., Metro HQ
Zoning Board of Appeals:	Wednesday, June 18, 2025, 6:00 p.m., PDBMB
City Council:	Monday, June 23, 2025, 7:00 p.m., PDBMB
Planning Commission:	Tuesday, July 1, 2025, 7:00 p.m., PDBMB

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
VIRTUAL REGULAR CITY COUNCIL MEETING ACCESS INSTRUCTIONS
MONDAY, JUNE 9, 2025, 7:00 P.M.**

The regular meeting of the City of Swartz Creek city council is scheduled for **June 9, 2025** starting at 7:00 p.m. and will be conducted in hybrid form. The meeting will be available virtually (online and/or by phone). Council members and staff must attend in-person. The general public may attend in-person or virtually.

To comply with the **Americans with Disabilities Act (ADA)**, any citizen requesting accommodation to attend this meeting, and/or to obtain the notice in alternate formats, please contact Renee Kraft, 810-429-2766, 48 hours prior to meeting,

Zoom Instructions for Participants

To join the conference by phone:

1. On your phone, dial the teleconferencing number provided below.
2. Enter the **Meeting ID** number (also provided below) when prompted using your touch-tone (DTMF) keypad.

Before a videoconference:

1. You will need a computer, tablet, or smartphone with speaker or headphones. You will have the opportunity to check your audio immediately upon joining a meeting.
2. Details, phone numbers, and links to videoconference or conference call is provided below. The details include a link to “**Join via computer**” as well as phone numbers for a conference call option. It will also include the 9-digit Meeting ID.

To join the videoconference:

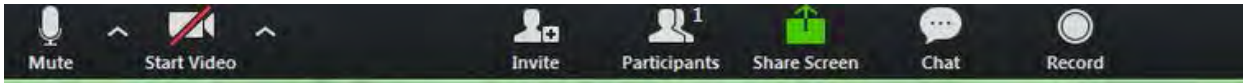
1. At the start time of your meeting, enter the link to join via computer. You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

You may also join a meeting without the link by going to join.zoom.us on any browser and entering the Meeting ID provided below.

If you are having trouble hearing the meeting, you can join via telephone while remaining on the video conference:

1. On your phone, dial the teleconferencing number provided below.
2. Enter the **Meeting ID number** (also provided below) when prompted using your touchtone (DTMF) keypad.
3. If you have already joined the meeting via computer, you will have the option to enter your participant ID to be associated with your computer.

Participant controls in the lower left corner of the Zoom screen:



Using the icons in the lower left corner of the Zoom screen you can:

- Mute/Unmute your microphone (far left)
- Turn on/off camera (“Start/Stop Video”)
- Invite other participants
- View participant list-opens a pop-out screen that includes a “Raise Hand” icon that you may use to raise a virtual hand during Call to the Public
- Change your screen name that is seen in the participant list and video window
- Share your screen

Somewhere (usually upper right corner on your computer screen) on your Zoom screen you will also see a choice to toggle between “speaker” and “gallery” view. “Speaker view” show the active speaker.

Renee Kraft is inviting you to a scheduled Zoom meeting.

Topic: Swartz Creek City Council Meeting

Time: June 9, 2025 at 7:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83096401128>

Meeting ID: 830 9640 1128

One tap mobile

+13017158592,,83096401128# US (Washington DC)

+13126266799,,83096401128# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 830 9640 1128

Find your local number: <https://us02web.zoom.us/j/kz4Jb4etg>

If you have any further questions or concerns, please contact 810-429-2766 or email rkraft@cityofswartzcreek.org.

A copy of this notice will be posted at City Hall, 8083 Civic Drive, Swartz Creek, Michigan.

CITY OF SWARTZ CREEK VIRTUAL (ELECTRONIC) MEETING RULES AND PROCEDURES

In order to conduct an effective, open, accessible, and professional meeting, the following protocols shall apply. These protocols are derived from the standard practices of Swartz Creek public meetings, Roberts Rules of Order, the City Council General Operating Procedures, and other public board & commission procedures. These procedures are adopted to govern participation by staff, councilpersons and members of the public in all City meetings held electronically pursuant to PA 228 of 2020. Note that these protocols do not replace or eliminate established procedures or practices. Their purpose is to augment standing expectations so that practices can be adapted to a virtual meeting format.

The following shall apply to virtual meetings of the city's public bodies that are held in accordance with the Open Meetings Act.

1. Meetings of the City Council, Planning Commission, Zoning Board of Appeals, Downtown Development Authority, Park Board, or committees thereunder may meet electronically or permit electronic participation in such meetings insofar as (1) the Michigan Department of Health and Human Services restricts the number of persons who can gather indoors due to the COVID-19 pandemic; (2) there is in place a statewide or local state of emergency or state of disaster declared pursuant to law or charter by the governor or other person authorized to declare a state of emergency or disaster.
2. All meetings held hereunder must provide for two-way communication so that members of the public body can hear and respond to members of the general public, and vice versa.
3. Members of the public body who participate remotely must announce at the outset of the meeting that he/she is in fact attending the meeting remotely and by further identifying the specific physical location (by county, township, village and state) where he/she is located. The meeting minutes must include this information.
4. Notice of any meeting held electronically must be posted at the City Offices at least 18 hours before the meeting begins and must clearly explain the following:
 - (a) why the public body is meeting electronically;
 - (b) how members of the public may participate in the meeting electronically, including the specific telephone number, internet address or similar log-in information needed to participate in the meeting;
 - (c) how members of the public may contact members of the public body to provide input or ask questions on any business that will come before the public body at the meeting;
 - (d) how persons with disabilities may participate in the meeting.
5. The notice identified above must also be posted on the City's website homepage or on a separate webpage dedicated to public notices for non-regularly scheduled or electronic

public meetings that is accessible through a prominent and conspicuous link on the website's homepage that clearly describes the meeting's purpose.

6. The City must also post on the City website an agenda of the meeting at least 2 hours before the meeting begins.
7. Members of the public may offer comment only when the Chair recognizes them and under rules established by the City.
8. Members of the public who participate in a meeting held electronically may be excluded from participation in a closed session that is convened and held in compliance with the Open Meetings Act.

MAINTAINING ORDER

Public body members and all individuals participating shall preserve order and shall do nothing to interrupt or delay the proceedings of public body.

All speakers shall identify themselves prior to each comment that follows another speaker, and they shall also indicate termination of their comment. For example, "Adam Zettel speaking. There were no new water main breaks to report last month. That is all."

Any participants found to disrupt a meeting shall be promptly removed by the city clerk or by order of the Mayor. Profanity in visual or auditory form is prohibited.

The public body members, participating staff, and recognized staff/consultants/presenters shall be the only participants not muted by default. All other members must request to speak by raising their digital hand on the virtual application or by dialing *9 on their phone, if applicable.

MOTIONS & RESOLUTIONS

All Motions and Resolutions, whenever possible, shall be pre-written and in the positive, meaning yes is approved and no is defeated. All motions shall require support. A public body member who reads/moves for a motion may oppose, argue against or vote no on the motion.

PUBLIC ADDRESS OF COUNCIL

The public shall be allowed to address a public body under the following conditions:

1. Each person who wishes to address the public body will be first recognized by the Mayor or Chair and requested to state his / her name and address. This applies to staff, petitioners, consultants, and similar participants.
2. Individuals shall seek to be recognized by raising their digital hand as appropriate on the digital application.
3. Petitioners are encouraged to appropriately identify their digital presence so they can be easily recognized during business. If you intend to call in only, please notify the clerk in advance of your phone number.

4. The city clerk shall unmute participants and the members of the public based upon the direction of the mayor or chair. Participants not recognized for this purpose shall be muted by default, including staff, petitioners, and consultants.
5. Individuals shall be allowed five (5) minutes to address the public body, unless special permission is otherwise requested and granted by the Mayor or Chair.
6. There shall be no questioning of speakers by the audience; however, the public body, upon recognition of the Mayor or Chair, may question the speaker.
7. No one shall be allowed to address the public body more than once unless special permission is requested, and granted by the Mayor or Chair.
8. One spokesperson for a group attending together will be allowed five (5) minutes to address the public body unless special permission has been requested and granted by the Mayor or Chair.
9. Those addressing the public body shall refrain from being repetitive of information already presented.
10. All comments and / or questions shall be directed to and through the Mayor or Chair.
11. Public comments (those not on the agenda as speakers, petitioners, staff, and consultants) are reserved for the two "Public Comment" sections of the agenda and public hearings.

VOTING RECORD OF PUBLIC BODIES

All motions, ordinances, and resolutions shall be taken by "YES" and "NO" voice vote and the vote of each member entered upon the journal.

**City of Swartz Creek
CITY MANAGER'S REPORT**

Regular Council Meeting of Monday, June 9, 2025 - 7:00 P.M.

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

FROM: Adam Zettel, City Manager

DATE: June 9, 2025

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

✓ **MICHIGAN TAX TRIBUNAL APPEALS** *(No Change of Status)*

The timeframe for appeals is open. As of writing, we do not have any. Generally, values have been increasing at a rate that is obviously in excess of our taxable value rate adjustments. However, this may be slowing down, and business may look to explore appeals again.

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

✓ **2025-2027 TRAFFIC IMPROVEMENT PROGRAM (TIP)** *(No Change of Status)*

We have tentative funding for Miller, Morrish to Dye, as well as Elms Road. These two streets are broken up into four separate projects for the Genesee County Traffic Improvement Program as noted below.

The concrete section of Miller Road is proposed to be funded at 80% as a rehabilitation project. However, the other three segments have PASER 5 funds, and these funds are proposed to be limited. This limit is currently set at \$55/lane foot, and funding is set to be only 80% of that, but this could change.

Summarily, the good news is that federal funds are available for all submissions. The bad news was that the local match for all projects was initially over \$2.1M. As of writing, we have new numbers in from OHM that reduce the projects down to very basic mill and resurfacing projects. This substantially reduces the overall price and cuts our local match from \$2,142,772 in the original breakdown to \$1,344,070 as follows, a savings of about \$800,000:

Section	Repair Type	Beginning	End	Total Cost	Federal	Local
Miller	Concrete Repair	East Springpoint of Elms	475' East of Tallmadge	\$668,502	\$534,802	\$133,700
Elms	Asphalt Resurfacing	South City Limits	North City Limits	\$730,313	\$470,800	\$259,513
Miller	Asphalt Resurfacing	Morrish	Elms	\$1,287,581	\$747,384	\$540,197
Miller	Asphalt Resurfacing	Tallmadge	Dye	\$1,524,916	\$1,114,256	\$410,660

\$5,010,014 \$2,867,242 \$1,344,070

Based on these new numbers, there is a path forward by which we can do all of the work. However, I was hoping to get the local match below \$1M. Note that the projects have substantially reduced estimates for the typical level of curb, sidewalk, grading, and undercutting work. As priced, we are looking at projects that are more similar in nature

to the quick and easy Seymour Road resurfacing than the more involved Miller Road rehabilitation. However, given the condition of the streets at this point, I find such an investment to still be very much worth it with the matching funds.

We will plan to proceed with all four streets. The big question we will be working on with the GCMPC and OHM is related to the phasing. We need to set a tentative plan to get all the work done in a three year window. Doing all the work at once will save costs on mobilization and will put the work behind us quicker, with fewer interruptions. However, that plan could be a traffic nightmare and may be inflexible should we need more time to set funds aside. We are likely to break this project into two phases, perhaps the concrete first, followed by all paving in a subsequent season.

After meeting with GCMPC on January 16th, they intend to break the project into two phases with 2027 and 2029 being the construction years. This is later than we would like, but this is probably the best that can be arranged. We are trying to line up the asphalt phases of Miller Road first since those are the most time sensitive repair in order to prevent more costly decay. Note that a project occurring in 2026 is nearly impossible at this point because of the nine month delay with governmental agency reviews for engineered projects.

STREET PROJECT UPDATES (*Business Item*)

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.

All systems are a go for 2025 construction. The city approved Cappy Lane road work, with water main, as well as Don Shenk and the county project on Bristol Road (city limits to Morrish). Culverts on Bristol Road have been replaced and paving should occur in late June. Tree removal finishing up for Cappy and Don Shenk, with storm water work starting for Don Shenk immediately after. Water main work is expected to start on Cappy Lane after school is out, perhaps the week of June 14th. The goal is to get all water work and road base work complete prior to school commencing on August 20th. Both projects should be substantially complete in September.

We have an amended agreement for the decorative street lighting for this phase of the project from Consumers Energy. The amount is higher than anticipated at about \$70,000. This includes the addition of 15 new decorative street lights, which we feel is too much and is not really consistent with past projects. We will look to trim this to about half, have CE revise it, and return it to the council for review.

A resolution, map, and cost estimate related to a MDOT Category B surfacing grant is included. We were able to get about \$300,000 from this source to support work in Winchester Woods. We are going to try to get the same funds to support work on the next planned phase of local streets, which includes Frederick, School, and Civic. The odds are not great, but we do seem to land these funds about every 3-4 years.

The total project cost, with a 4" mill and resurfacing, is estimated to be \$522,481 for construction. The grant request maximum for this cycle is \$250,000. I would expect the work to occur in the 2027 construction season.

We have approved a proposal for city-wide crack fill. This is expected to occur mid-summer, followed by lane markings in the late summer or fall.

As verbally noted on April 14, there is a pending budget before the state which could increase street funds by 150%. This could be a game changer! We will monitor and report.

2024 Winchester Village street reconstruction is ready for close out. Concrete and restoration have been addressed for punch list items. We will conduct a final review and look to issue final payments and USDA reports.

In Winchester Woods, street rehabilitation with limited drainage work has been successfully completed. Note that the milled sections did experience higher rates of cracking during the winter. This is unwelcome but not a sign of a project deficiency for this type of rehabilitation.

Note that there are many concerns about ditching in the area. Overall, drainage is much improved. However, there have been some changes. With the area very wet and relatively flat, the ditch grades are not steep. However, they are consistent and without barriers. This has resulted in water generally flowing through all areas almost all the time due to the high water table and the discharge of sump pumps. Previously, some ditches would dry out, but this was generally the result of upstream damming effects of culverts that were retaining standing water.

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

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

Sewer work for 2024 is complete, and there were no areas identified for additional sewer work, such as lining. We will continue with the second year of the eight year cleaning and televising in 2025. Council approved to have Dependable Sewer address the areas of Bristol, Miller, and in Heritage that amount to about 17,000 lineal feet, as follows:

2025 Sewer Cleaning and Televising

	Manholes Numbers	Footage
Heritage Village	G1-G73	5107
Bristol Rd.	A251-A265	5098
Miller Rd.	A273-A287	6852
	Total	17057

Based upon the approved pricing of the three year agreement, I estimate that the work will cost around \$80,000 for cleaning, televising, root cutting, and mobilization. Staff did include additional provisions for traffic control, which include a benchmark of MDOT standards.

The city is also taking the next step forward in GIS (our Geographic Information System or mapping system). DLZ has been retained to do some repairs on our GIS map and to update the related data fields with existing information. They will also be updating the data regularly as new inspection and/or repair data is made available.

See the January 13, 2025 report for historic and conceptual details regarding the city's eight year inspection program.

✓ **WATER MAIN REPLACEMENT- USDA** *(No Change of Status)*

All water main work is complete. This should close out concurrently with the road work in Winchester Village.

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

The timeframe for review of proposals and commencement of work is likely to be the beginning of the fourth quarter this year. The previous report follows.

We have a number of state-required plans and studies that are due in the coming 12-18 months. These include our water reliability study, emergency response plan, and general plan. These documents are all currently up to date, but I wish to get a head start on their revisions so that we can use them for financial/construction planning, as well as to file with the state in a timely manner. To proceed, I am seeking a professional service agreement from OHM. They believe that revisions should be undemanding to update, which should result in an agreeable cost.

✓ **SEWER ASSET MANAGEMENT PLAN** *(No Change of Status)*

We met again with DLZ staff on May 21st. I expect to have a proposal for our second June meeting that will set the table for a complete 20 year sewer plan that will account for capital improvements, maintenance, inflow/infiltration monitoring, and future data management. The previous report follows.

We met with DLZ on March 5th to discuss our sewer plan update. We are working through a process to establish a base line of the system that will include monitoring flows at key points, continuing to update GIS, and potential robot line inspections to determine pipe details. Some of these functions, specifically monitoring, may be requested sooner because of the time it takes to complete those functions and integrate them into a plan.

Following the potential first step of monitoring, I expect a proposal in April that will enable DLZ to create a new 20 year plan for potential capacity expansions, replacement, extensions, rehabilitation, and inspection. This plan is also expected to result in the city's first 'live' sewer plan and mapping system that will actively account for new connections (flow), real time capacity, and inspection data. Of course, much of this will build on the GIS work DLZ is currently doing.

The prior report follows.

It is my opinion that our 20 year sewer plan is losing more and more of its value as time goes on. This is because of the deviations that have been made to the schedule for one reason or another (pulling projects forward, limiting lining activities due to inspection data, and considerations of system changes such as the Springbrook relief sewer).

Since the county is also calling for communities to more formally invest in sewer asset management plans that address system capacity, maintenance, expansion, and

inflow/infiltration, I think the time is right to use our developing sewer GIS data and create a brand new plan for the next 10-20 years.

To accomplish this, I reached out to DLZ for a proposal. This engineering company is one of the city's prequalified engineers, and they have been more heavily involved in our sewer system because we have found that they have expertise in GIS, the FOG program, and similar storm water management functions, like MS4.

✓ **SEWER LIFT STATION** *(No Change of Status)*

A float has been installed which will supply critical well measurements. In addition, we have affirmed that we can force discharge into the interceptor, even if we are operating at capacity. We also installed an electrical connection that enables use of one of our existing portable generators. Rob is now considering options for a bypass pump, but the size of the wet well may not permit this option. The previous report follows.

We have been having conversations about reliability and criticality of our infrastructure. With much work having been done in water and with sewer lining, our area of greatest concern is with the sewer lift station. The Cappy Lane lift station is responsible for pumping nearly all of the Winchester Village sewage into the county interceptor. Without this, hundreds of basements could potentially fill with raw sewage. This is obviously a health and financial concern for residents.

I will directly state that the concern or risk is extremely small, and it is a credit to our infrastructure that this concern rises to the top. The lift station is less than ten years old, has a three pump redundancy system, a natural gas automatic back up generator (also newer), and just passed an annual inspection with flying colors. With that being said, short of an existential catastrophe, failure of this asset would be the most costly and disruptive event in the city that is related to infrastructure we control, and we wish to add one or two more layers of functionality as a safeguard.

Rob is looking into the potential of placing one of our diesel generators onsite, as well as to install or provide a pump that could suction the well out and discharge it to another section of the sewer interceptor. In effect, this would protect the system from a shortage of CE natural gas AND electricity, a control panel failure that impacts all three pumps, and a failure of the county sewer interceptor (collapse or blockage).

This may seem like overkill, but we have had some problems with the panel in the past and have all been in situations where multiple system failures are experienced. We believe we can add this extra protection for under or close to \$100,000, which is a small price to pay for ensuring this lift station functions.

✓ **HYDRANTS** *(Update)*

We are supposed to be at the top of the list for this service to continue this spring. The wait continues, and the weather seems agreeable. I am not pleased with this contractor and feel they are not in good standing. The upside is that we have not made payment. Rob is working on a replacement contractor, either one that can take on the existing contract for the quoted price or through a bidding for new services.

If they do not proceed in good faith by July 1, I will recommend we engage another contractor.

✓ **GENESEE COUNTY WATER & SEWER MATTERS** *(No Change of Status)*

Work is complete on a new section of water main that will connect Elms/Maple to Hill, and on to Morrish. This will provide some additional redundancy for the system. Water main is being installed on Elms, between Maple and Hill. Connection down Hill to Seymour is expected next year. I am making inquiries to the county to see if this is something we need to plan for. It does not appear that a connection is imminent.

These two connections will greatly increase reliability in the city, especially on our extreme west end, where we have a pronounced need for a second feed from either Clayton or Gaines. As a side note, this could encourage some new development south of the city, which is common to experience when utilities are extended during strong economic periods.

See prior reports (May 28, 2024) for updates on PFAS. At a meeting of the WWS Advisory Committee in December, it was again stressed that there is not a good solution for PFAS effluence. The county may be forced to devise a plan for incineration as land application and landfill disposal becomes more problematic. This could result in future added costs.

It was affirmed during the GCDC-WWS budget meeting in December that there is no rate increase planned for our bulk water.

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

Another privately owned lot is having a new home built. The water service could not be located, so the city provided one at our expense.

The city also has two more lots that were acquired through the tax reversion process. There is interest by the builder to proceed with acquisition and construction. In addition, the association manager reached out about permitted designs and builders for the subdivision. There could be renewed interest in some building. This would finally clear us of the subdivision and put the association in a better position to build membership and dues for their operations.

Though the city cannot retain funds in addition to expenses for these lots, we are still expected to sell them at market value. Listings in Heritage for vacant units are \$10,000-\$12,000, and none of them are moving. I propose a price of \$10,000 for each lot. If there is no objection, I will bring this back to the council for the first step of the sale process.

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

The April newsletter is out! Let us know what you think! Thanks for the contributions!

✓ **CONSTRUCTION & DEVELOPMENT UPDATE** *(See Individual Category)*

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. Many of these briefs are covered in more detail elsewhere in this report

1. Additional **demolitions have been undertaken by the owner of the raceway**. The owner intends to have the site razed for future use. The site is not formally for sale, nor is there a concept plan for reuse.
2. The **reuse of Mary Crapo is moving forward**. Construction is underway on phase one of the varsity baseball field. There will be two pickleball courts that can double as skating in the winter. Most recently, we have fielded a number of afterhours construction/noise complaints. We believe we have addressed this with the school.
3. **Street repair in 2025 (Cappy and Don Shenk) (Update)** is underway, with forestry ongoing and major work to start after school gets out. The cooperative project for Bristol Road is expected to undergo surfacing in late June. We are going through punch lists now for the 2024 projects, and we have settled the dispute over aggregate amounts. Local street work in 2026-2028 will be limited due to advancement of the above projects. However, TIP funds are still pending for Miller (Morrish to Dye) and Elms.
4. The **Brewer Condo Project** first tri-plex is complete and all units are sold. In addition to a potential redesign that would include a first floor bedroom, the developer was expected to apply to the Genesee County Metropolitan Planning Commission Housing Impact Fund to complete the project. I will report any changes in status.
5. The current phase of **Springbrook East is substantially complete**. We created a punch list for the infrastructure improvements, which the owner has nearly completed. The next step is to proceed with formal street dedication. I expected this in January, but the owner was in a tragic accident, which slowed the process. Things are moving again, but not in time to get this before the council in April to accept the streets, water, sewer, and storm. **There has been a sale of this project's future phases and real estate**. It appears JW Morgan and another partner are in control of future phases.
6. The **southwest corner of Elms & Miller** was seeing some increased activity. We met with the owner and an architect yet again in January. Though there is nothing imminent, there is enough interest to make me believe we may see something in 2025.
7. **Park projects (Update)** currently include an active grant award for Otterburn. The city will also look to bid the tree project for Abrams Park this fall (not spring as previously reported), which was awarded about \$10,000 through the DNR. For 2025 projects, the park board recommends bike racks (ordered), Elms Park pickleball nets, Abrams forestry, a replacement sign at Abrams, Genesee County Park Ranger patrols (agenda item) at Elms Park, and ongoing interpretive signs. Signs are awaiting availability of the historical society to furnish content.
8. **New Businesses. (Update)** A new computer repair/upgrade store is downtown at 8048 Miller Road. The liquor license for the downtown coffee shop/book store is proceeding through state inspections. Updates have been approved for Taco Bell and Meijer. Zoning compliance letters have been sent to Arby's & Wendy's for landscaping. Letters have also been sent to businesses regarding the service drive on the west end of town.
9. **Mundy Megasite. (Update)** I have nothing new to report. The media has identified the site as a candidate for use by Western Digital, a technology producer. We have met with the MEDC regarding this matter and have taken the first steps to request cooperation and leadership as it relates to proceeding with investment, planning, and regional cohesiveness upon a potential announcement. It is not clear that any

such effort will be led by the state. However, at an economic summit on June 5th, there appeared to be some consensus by some county and local officials that such an effort is needed.

10. **Holland Square** has updated material costs. We are integrating these costs into the plan and will be getting the committee together soon. We plan to fund this project with \$75,000 from MSHDA and matching funds from the MEDC crowdfunding program (which could be as much as \$150,000).
11. **Wayfinding & Branding Signs** are going up. The concept is being applied to the trail signs, since these have already been funded by the Cosmos campaign. These will be up this spring along the new trail. We also replaced the Hill Road entry sign and have budgeted a replacement sign at Abrams Park. The DDA and council can liaise on if, when, and how to proceed with future installations.
12. The DDA considered a **Social District about two years ago**. There is renewed interest in exploring this. No recommendations have been made, but I would not be surprised if this was back on DDA agenda's this spring or summer. With the potential for another tavern coming, the city has the ability to designate a commons area in the community.
13. The **Cage Fieldhouse** may be getting a resurfaced parking lot and/or a new drive. The school is working with the city on this, but there have not been any formal reviews yet.
14. **Old Methodist Church** has been acquired by the DDA. It is vacant, secure, and heated. The DDA and staff worked with the MEDC consultant (paid for by virtue of the RRC program) to create a request for qualifications to help find an end user/developer. This is live through July and we do have some folks taking tours!

✓ **REDEVELOPMENT READY COMMUNITIES** *(No Change of Status)*

We have a new liaison for some of our MEDC projects. Joshua Prusik is taking over for Charles Donaldson. Some of you may have seen both of these outstanding gentlemen at our Cosmos ribbon cutting.

The RFQ for the old Methodist Church is live! This has been broadcast all over the state, shared with trade groups, and delivered to known local and regional interests. We expect to get submissions in through early summer, with the DDA convening in August to go over results. We have had a few requests for the RFQ, one walk through, and a couple consultations so far! The previous report follows.

The DDA completed the purchase of the Methodist Church on Morrish. They made this acquisition as a means to create more likely opportunities for the building's preservation and reuse for recreation, hospitality, or culture. We requested MEDC assistance through the RRC program to create a Request for Qualifications for reuse of the site. This has been approved. The DDA will now work with professionals to create a marketable request for developer/user qualifications and concepts.

The idea will be to market the site to potential users and request statements from interested parties that include a conceptual use, business plans, and qualifications. The DDA can then proceed to select one or more parties to negotiate a plan and transaction. To make this happen, the state is hiring a professional to craft a Request for Qualifications packet that will include promotional materials, project guidelines, and rating criteria. I expect the DDA to take the lead on finding a good use and developer.

The DDA is also taking the lead on Holland Square, which is a candidate for a future crowdfunding program. Please see the dedicated section below.

✓ **CDBG** *(No Change of Status)*

The applications for the next cycle (2025-2027) have been submitted. These include a 30% allocation to the senior center and a 70% allocation to an accessible drop off point for the Pajtas Amphitheater. It appears the county has tentatively approved both. We submitted additional information as requested. This is likely to be a 2026 project. Note that we have had issues bidding this type of work in the past. However, given the rush we were put in with the change in our fundable status, I think this is a good project. I will report the application status.

✓ **DISC GOLF** *(No Change of Status)*

Shattered Chains has completed the course as it relates to the 18 baskets and fairways. They plan to have all the tee pads installed by the end of the month, and all bridges/crossings are in and very functional! In fact, they are holding an event on October 26th as part of a Halloween/course kick off attraction.

They expect to have signs installed in early 2025 to mark the course. Once complete, a ribbon cutting will follow!

✓ **OTTERBURN PARK DEVELOPMENT** *(Update)*

The site is working its way through federal reviews for compliance with NEPA and a number of other requirements. This is likely to be done at the same time as Mundy and Grand Blanc Township, who we share the HUD funds with. Since we are ahead of them in the development of our plans, this may take a little time. However, Genesee County Parks and Recreation and Genesee County Metropolitan Planning Commission are assisting, and things appear to be in order. The previous report follows.

It appears we may be able to avoid expansive water detention work. However, adding utility connections to the plan made the cost even higher. It is not clear that there are any scope items that can be cut to make this more affordable. We may need to conduct the bid and see where things land. The previous report follows.

The engineer presented a preliminary plan to the park board on April 15th. I am happy with the work so far. Though the budget is a bit high, we are able to make some adjustments that should bring it in line with available funds. The DNR indicates that grant agreements may not be distributed until this summer, which makes summer/fall construction virtually impossible. The upside is that we have plenty of time to design and plan improvements. The previous report follows.

Our DNR Trust Fund grant application was approved by the DNR Trust Fund Board on December 11th in the amount of \$290,000! We have also signed on the sub-recipient agreement for the \$283,333.33 in funds from Kildee's office. In addition, we have two years' worth of donations from BeeMoreJentery that total well over \$10,000.

The project now includes a pavilion, restrooms, a path, bike station, gates, sign, and ADA parking. The estimated total cost is \$600,000. This concept includes all original work items,

excluding the disc golf and sledding hill (now complete), as well as a secondary pavilion on the far north side of the site, which is not affordable. I am included the most recent concept, pricing, and engineering proposal in the April 28 meeting packet.

✓ **WAYFINDING PROJECT** *(No Change of Status)*

Trail head signs and trail wayfinding signs are ordered! These are funded through the Cosmos crowdfunding campaign. The park board took a look at the concepts and made final recommendations on details.

The city entry sign on Hill Road was driven over and destroyed. Instead of replacing this sign with the standard 'government' sign, we purchased a gateway sign that fits the sign program. Personally, I think it looks great and look forward to replacing other gateways as funds and opportunities present themselves. The next candidate is the red sign on Seymour and Miller. That sign is definitely at the end of its life.

✓ **SOCIAL DISTRICT** *(No Change of Status)*

The DDA had a discussion about the potential for a social district in the downtown area. There is some potential for this to have a positive impact by attracting events and visitors to encourage commerce and desirable activities in the community. There is also the potential for this to generate undesirable nonsense, bad behavior, litter, etc. The DDA did not act on this. They intend to independently consider how a district might impact the community, be received by the residents, and support businesses. See the April 8, 2024 packet for more details.

✓ **HOLLAND SQUARE CROWDFUNDING PROJECT** *(No Change of Status)*

We were NOT able to meet on May 19th to discuss the last components of the planned pergola (lighting and sound). There was a scheduling conflict, so we have lost yet more time here.

Previously, the committee met in mid-January. They are fine tuning the concept prior to ordering construction drawings. At their last meeting, they decided to go with a laminated, engineered wood product. This will offer much longer longevity, easier maintenance, and the ability to readily relocate the structure. The downside is that it comes with a 40% higher price tag. With Greg seeking contributions and the other funds lined up, we should be able to swing it.

Some details that are still pending include lighting and sound. We expect to meet again in about two weeks to put together a final cost and plan. Once complete, this will go before the DDA and city council. The previous report follows.

We have formalized the \$75,000 in MSHDA grant funds. We are working on an application to the crowdfunding program, which should be automatic. However, we need to complete the budget prior to taking this step.

The project is still being reviewed by the committee and we await updated costs and plans for the structure and technology components. We are nearing the creation of detailed plans, which will provide more finely tuned costs and imagery for review by the city council. I seek to have this in the month of September.

✓ **SPRINGBROOK STREET DEDICATION INQUIRY** *(No Change of Status)*

The HOA was not able to meet on May 13th as planned, but was able to convene on May 20 to discuss next steps. It sounds like they are desirous of taking formal steps to consider city ownership of the streets. I recommended that they send a written request to the city council, signed by the homeowners association, that indicates their conceptual terms and conditions for such a potential transfer. The council can then review this and decide if and how to proceed. The previous report follows:

I met with the HOA street committee on February 24th and March 24th along with Councilmember Spillane. The group is proceeding with rehabilitation of Cross Creek, using the best practices recommended by our engineer. They are also interested in continued in-kind services during final planning and construction to ensure project quality. If the city is still open to taking these streets, I recommend this support be given to ensure the assets are optimized.

Beyond their 2025 work, there is still much discussion, and I do not see this moving forward very quickly. They have a lot of questions about winter maintenance, solicitation control, sidewalks, and costs. The previous report follows.

The HOA completed three cores on Cross Creek Drive to better understand the pavement cross section that is there. It appears the road is generally built of 10" thick asphalt on clay instead of 5" asphalt on 10" of aggregate. Leadership from the HOA met with our engineers and staff to go over the implications of this finding on January 21st.

For the time being, they are taking the informal advice of our engineers and adjusting some of their plans for the 2025-2026 construction years. Though there is not any further movement towards a potential street transfer, they appear to be proceeding with street maintenance and rehabilitation in a manner that would meet city standards.

I expect to be meeting with the group regularly moving forward. See the October 14, 2024 report for all the details of this request, as well as a historical and contextual narrative.

✓ **ABRAMS FORESTRY GRANT** *(No Change of Status)*

The city has been awarded \$9,890 through the Community Forestry Grant Program to plant 38 native trees in Abrams Park. There are no strings attached here except that we are to provide an equal match. The time for performance is through fall of 2026, and there are no NEPA, Davis Bacon, or other federal requirements. I expected to bid this early in 2025, but we are going to push to the fall to increase the survivability of trees.

✓ **PERSONNEL POLICIES MANUAL, CITY CLERK, CITY TREASURER, AND CITY MANAGER INDIVIDUAL LABOR AGREEMENTS** *(Business Item x4)*

With the approval of the AFSCME Agreement, I have been able to put the finishing touches on an updated Personnel Policies Manual. This document was originally adopted in 2015, and has had numerous policy additions included (though not codified).

I have worked with AI and the city attorney to compile the document to account for changes in the law, best practices, and our uncoded policies. In addition, most of the offered benefits that the city offers are now applied universally to all eligible employees, making the need to provide for those in individually negotiated contracts obsolete. For example,

with the inclusion of holidays, vacations, healthcare and other benefits in the Manual, the agreements for council approved appointees need not provide for those.

I believe this is a big step in normalizing employment benefits, working conditions, and operations across the entire city. Previously, we had as many as four or five different retirement plans, leave policies, and related benefits spread between AFSCME, POLC, Supervisors, and independents. At this point, it is all unified and generally follows the AFSCME collective bargaining agreement.

I recommend approval of the restated and consolidated Manual. Again, while the manual may appear significantly different, the content changes are related more to the inclusion of existing terms and conditions of employment that were previously located in other documents.

If, and only if the council proceeds with adopting the Manual, I am presenting the three agreements before the council that represent the City Manager appointments that are to be affirmed by the City Council, as well as the City Manager. These agreements are greatly reduced in scope and scale due to the aforementioned Manual. In essence, the council is affirming new wages and establishing the Manual as the reference for all other terms and conditions.

The wages represent a 3% increase, which matches the AFSCME agreement and is uniform across all city employees.

✓ **FUTURE WASTE, RECYCLING, AND YARD WASTE SERVICE (Update)**

Staff have passed along concern at the number of missed collections and the lack of response in many cases from Priority. There is cause for concern that this provider is not living up to the same standard as GFL. I will be monitoring this more closely.

Our contract with Priority for collection expires at the end of June in 2026. We are taking a look around at current awards by similar municipalities, and the prices appear to be up 30 to 40%! This is an extreme and possibly insurmountable increase for our waste budget.

To improve our situation, I reached out to our neighbors to attempt to align bidding together for some economies of scale. So far, Flint Township, Mundy (expiring December 31, 2026), Clayton (expiring December 31, 2025) and Gaines Township liaisons have expressed an interest to do so. We are looking to align our expirations with extensions in order to seek bids for the same time frame. This should enable providers to price for greater economies of scale.

✓ **RENTAL INSPECTIONS (Update)**

We are looking to transfer rental inspections to our paid-on-call firefighters. The reason for doing so is to add more scheduling slots for owners/residents to benefit from, to control costs, and to further integrate the fire department into the community. We believe FD will be respected and approachable in this role.

This transition is agreeable to the department, and should be very easy to transfer over from the staff at Mundy Township. To effect this change, the department is likely to ask for a new wage rate that they can bill out at. I expect this to be on our agenda in June or July.

✓ **GENESEE COUNTY FORECLOSURES (Update)**

I included a list of four foreclosures in the May 27th city council packet that may be purchasable by the city. In summary, the sole property that I would recommend for acquisition is the Wade Street property, though this may be slated for demolition by the Land Bank. The previous report follows.

The properties include two vacant units in Carriage Commons, 7484 Wade (auto repair facility), and the vacant land across from the old elevator (5200 Morrish Road). In accordance with the memorandum, I have made inquiries to the county treasurer to get more information about the properties and to establish an 'interest' in acquiring them.

As of writing, I am not recommending any formal action or declaration of an intention to buy. Note that acquiring parcels now is not expected to be done by municipalities in the amount of outstanding taxes only, but by something approximating a justifiable market (or perhaps distressed) value.

With that said, all of the properties are likely compromised and could be acquired for substantially less than comparable due to dissimilar circumstances. The Luea Lane properties have been found to be unbuildable in their current configuration, which is why they have not been built on. This is due to the presence of underground conflicts. However, it is possible that multiple units could be acquired and consolidated into a lesser number of units that are buildable through amendment of the master deed.

With that said, it is POSSIBLE that the city could acquire these for the amount owed in taxes and potentially ADD value through the stated process, creating a buildable lot. This is an opportunity to add another home into the neighborhood and city. However, there is not an observable deficiency, blight, or other issue to correct.

Concerning the Morrish Road property, this is likely contaminated and may be involved with the oil spill cleanup (and expense State of Michigan lien) from a couple years back. This would have the two-fold impact of negating both the use value and exchange value. The city could look to acquire this cheaply, but it is less obvious to what productive use or corrective action we could proceed with.

Wade Street is a different matter in my opinion. This property is out of place in the neighborhood due to its industrial use. It is often under code enforcement for site conditions and is likewise a nuisance in what is otherwise a residential, downtown neighborhood. Given the challenging site conditions for operations, almost certain contamination, and the likelihood that the city would raze this building/business, there is a strong case to be made that the exchange value here is extremely low and the public value higher (assuming cleanup/removal). This is one to keep our eye on.

I will report on any potential next steps, but I would like to hear the opinions of members or the collective council on these four properties.

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

✓ **MONTHLY REPORTS (Update)**

Monthly reports are included.

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

✓ **PLANNING COMMISSION** *(Update)*

The Planning Commission has not meet since March, and I do not have business for any future meeting. Their next meeting is scheduled for July 1, 2025.

✓ **DOWNTOWN DEVELOPMENT AUTHORITY** *(Update)*

The DDA met on May 8. Attendance was only 5 of 9 members. They approved up to \$4,500 for a façade grant application for 8013 Miller Road. They also approved their fiscal year 2026 budget as it was presented to the city council. Lastly, they approved a professional service agreement with CIB planning to draft an amendment to the DDA/TIF plan to extend the life of the DDA district and their revenue stream.

The DDA is set to meet on June 12 to kick off the DDA plan amendment process. Their next regularly scheduled meeting is set for July 10, and that is their annual meeting.

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

The ZBA held their annual meeting, on March 19th. The board retained the same officers of Mr. Packer as Chair, Mr. Gilbert as Vice Chair, and Mr. Smith as Secretary. This meeting also included in-house training, which went well.

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

Park board met on May 20th at Elms Park. They went over revised plans for Otterburn, which are still above budget as proposed. I am including the estimate and plans. Note that, while the prices were able to be reduced for some expenses like concrete and drainage, the added costs to connect utilities to the bathroom are quite high.

The board recommended that the secondary porta potty slab be located directly off the path in the back. They also requested to know the length of the path (which is 2,500 feet). With these being the only changes, Rowe is working on environmental studies to comply with HUD grant requirements. If these are agreeable, we should expect final plans for bidding in the summer.

The board also discussed the slip and slide (set for Saturday, July 26th at Elms) and the new signs, which seem agreeable.

Their next regular meeting is Tuesday, June 17, 2025 at 5:30pm. They are expected to meet back at city hall. There is one vacancy on this board, which resulted from the resignation of Mr. Hicks. Mr. Henry recommends Mr. Cramer.

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

The public meetings for March appeals were Monday, March 17 from 9am to 12pm & 6pm to 9pm; Tuesday, March 18 from 9am to 12pm; and Wednesday, March 19 from 9am to 12pm. There were twelve total petitioners. Six were late personal property statements and six were assessment appeals.

✓ **CLERK'S OFFICE/ELECTION UPDATE (Kraft)** *(Updated 6/2/25)*

- ❑ Routine duties include record management, publications, FOIA requests, human resources, ordinance codification, payroll approval, solicitation permits, recording secretary, maintaining the cemetery registry, helping to maintain the website, Keeper of the City Seal, Board of Review, and everything related to elections.
 - ❑ As of today, we do not have an election in 2025.
- ✓ **DEPARTMENT OF COMMUNITY SERVICES UPDATE (Bincsik) (Update)**
- ❑ DPS continues to GPS water and sewer assets.
 - ❑ DPS continues to update water meter transponders, registers and meters as needed.
 - ❑ DPS has completed the repair of the merry go round at Abrams Park.
 - ❑ DPS was busy helping facilitate Hometown Days. From a DPS perspective the event came off excellent.
 - ❑ DPS is working to clean up the south end of Abrams Park along the fence lines.
 - ❑ The annual Consumer Confidence Report is completed and will be distributed in the next week.
 - ❑ The meter can and electrical panels were installed on Holland Dr. for the electric vehicle chargers.
 - ❑ Aqua-Line will be here June 26-27 to perform an acoustic leak detection on the water system.
- ✓ **TREASURER UPDATE (Nichols) (Update)**
- The FY26 budget process is complete and property tax season is about to commence. Routine operations include, but are not limited to, processing payments for utility bills, tax bills, delinquent personal and qualified real taxes, building permits, daily/weekly/monthly journal entries, bank wires, review/approval of accounts payable invoices, issuance of building permits and rental inspection collections, processing payroll, accounting for grants and projects and other financial matters impacting the city.
- ✓ **ECONOMIC DEVELOPMENT UPDATE (Dietrich) (Update)**
- ❑ On May 20th we had Cosmos in the Creek ribbon cutting at Elms Park. The Swartz Creek Area Chamber of Commerce headed up the event and representatives from the City and the Michigan Economic development Corporation were in attendance with 20 residents.
 - ❑ Holland Sq: We continue to engage with Dort Financial CU detailing the opportunity of naming rights for the proposed pergola. DDA has requested a \$50,000 naming rights opportunity.
 - ❑ Methodist Church: The marketing RFQ is out.
 - ❑ EV Chargers Apple Energy is set to install four chargers at 5031 Holland Rd. The power drop should be coming next week.
 - ❑ The City has purchased the services of Formstack which is an online form that the city will be using for food truck applications, back ground checks and complaint forms. This will provide an easy and more efficient way of exchanging information between the city and residents.
 - ❑ The Movie Night Series dates have been set for the summer. We have several organizations and businesses volunteering for each night except for July 11th. Dort FCU June 27th, ELGA CU July 25th and Girl Scouts August 8th.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

- ✓ **FAT, OIL, GREASE AND GENERAL SEWER PROFESSIONAL SERVICES (Update)**
Though the city performs most of the FOG inspections for the kitchens in the community, our DPW still consults with DLZ for general purposes and to administer new accounts. I am including a proposal to establish terms and conditions for this service, which is very minimal (estimated at 10 hours per year).

In addition, the proposal also has a placeholder for general sewer consulting services. With the expectation that we will be engaging in formal services to investigate the system and draft a new asset management plan, this will likely not be necessary at all. Until that time, this instrument enables us to consult on such matters. Again, I do not expect this to amount to many, if any, billable hours.

A resolution and the proposal are included in the packet.

- ✓ **APPOINTMENTS (Update)**
Mayor Henry recommends Mr. Dennis Cramer for the open position on the park board. A resolution is included in the packet.

Note that this appointment, along with a handful of others, will be on the next agenda because of the term end date of June 30.

- ✓ **MEADOWBROOK INSURANCE PROPOSAL (Business Item)**
The standard renewal and letter is included. The renewal policy is up 4.3% over last year, which is relatively high. As noted in the letter, we have increased some assessments substantially and added property. Note that the increase in 2024 was virtually nothing (0.6%), and that was actually below the 2022 pricing. Overall, we are pleased with their pricing stability, responses to claims, and dividend. The price is determined by a combination of the value of our assets, community property values, payroll, and vehicle inventory.

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. They have also been great in managing some small claims that we experienced in 2022 and 2023 (retaining wall at Elms and Miller, guard rail, and a park roof).

In addition to loss management consulting, we have consistently received refunds on premiums that run close to 10%.

- ✓ **ABRAMS PARK WAIVER REQUEST (Update)**
The Friends of Abrams Park has submitted a request for a fee waiver for use of pavilion #2 in Abrams Park on June 21, 2025. They are holding an educational event, "A Heavy Hobby", that is open to the public. The group is a recognized non-profit that is in good standing and known to make contributions to the park system.

Waiver of the fee and deposit up to the city council based upon the following:

Fees may be waived in full if reservations by a non-profit are found to result in a public benefit directly or if proceeds from the reserved event are found to be a benefit to the city.

Monies must be paid at the time of reservation. Cancellations must be made two (2) weeks or more prior to event date and all cancellations are subject to a \$20 fee.

A resolution to permit the reservation and waiver has been included.

✓ **PARK RANGER SERVICES (Update)**

As noted previously, we have approached the Genesee County Parks Department about making use of their Ranger Patrols to supplement our regular policing in Elms Park. This is something that the park board has endorsed, and it is in the FY 2026 budget.

The impetus is to increase real and perceived safety by having a regular presence of park policing specialists onsite. They will be able to affirm reservations, inspect user setups, enforce any violations, and otherwise have a presence that reinforces our high standards within the park. The idea is to pay for about three hours of such service on summer weekends only, as well as to financially support any subsequent investigative and court times, if any.

This service is agreeable to Metro PD, and we have affirmed that it is in no way, shape, or form a substitute or replacement for regular patrols. It is a dedicated specialty supplement only that is expected to add to our current police offerings.

I am including the agreement and a resolution. I find that the services are fairly priced for what is known to be a reputable service. I support approval of this for the coming season, with the understanding that the city can debrief and evaluate the service to make determinations regarding any future partnership.

Council Questions, Inquiries, Requests, Comments, and Notes

Orienteering Course: I am working with Walt to replace these medallions. We appear to be close to getting new material in the ground.

I-69: Our understanding is that MDOT is to repair decks and other bridge features over Elms Road and Miller Road in 2026.

Events: The Summer Concert Series and Family Movie Night schedules are out. The Makers Market is proceeding, the first car show occurred, and the Summer Bash is set for June 21st was.

**City of Swartz Creek
RESOLUTIONS**

Regular Council Meeting, Monday, June 9, 2025, 7:00 P.M.

Motion No. 250609-4A

MINUTES – MAY 27, 2025

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Tuesday, May 27, 2025, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 250609-5A

AGENDA APPROVAL – JUNE 9, 2025

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of June 9, 2025, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 250609-6A

CITY MANAGER'S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager's Report of June 9, 2025, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 250609-8A

RESOLUTION TO APPROVE COMMISSION APPOINTMENT

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 officers for various appointments to City boards and commissions, as well as appointments to non-city boards and commissions seeking representation by City officials; and

Resolution No. 250609-8C

**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 1986; 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; and

WHEREAS, Ordinance Section 2-402 provides for the employment of professional services upon approval by the city council.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek appropriate and approve payment for an amount not to exceed \$49,925 to Michigan Municipal League Meadow Brook Insurance, payment of the City's annual 2025-2026 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. 250609-8D

**RESOLUTION TO APPROVE THE UPDATED PERSONNEL
POLICES MANUAL**

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek desires to develop and maintain a qualified, talented, and motivated workforce of professional staff, as well as to uphold the highest standards of ethics and excellence for all such staff, elected officials, and other officials; and

WHEREAS, Section 7.2(c) of the City Charter enables the administrative service to further promulgate rules related to the administration and establishment of policy for city staff; and,

WHEREAS, the City Council finds that a complete set of personnel policies, including a code of ethics, as established by resolution, is a necessary component of achieving the noted goals; and,

WHEREAS, city staff and the city attorney have drafted, revised, and recommended approval of the Personnel Policy, also known as the Employee Handbook, as included and approved in the city council packet of November 23, 2015; and,

WHEREAS, the city manager and city attorney updated and revised the manual to include supplemental policies not already codified, general employment practices from individual and collective bargaining agreements, legal reforms, and new best practices

NOW, THEREFORE, BE IT RESOLVED THAT the Swartz Creek City Council approves the restated Personnel Policies Manual of the City of Swartz Creek and directs city staff to circulate the handbook to all city staff, elected officials, and other applicable officials of the city.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 250609-8E

**RESOLUTION TO APPROVE THE TREASURER
PROFESSIONAL SERVICE AGREEMENT**

Motion by Councilmember: _____

WHEREAS, section 4.2 of the City Charter provides the appointive office of Treasurer shall be filled by the City Manager with approval of the City Council; and

WHEREAS, section 7.4 of the City Charter provides for the fundamental duties of the Treasurer; and

WHEREAS, the City of Swartz Creek City Council approved the agreement with Amy Nichols, the City Treasurer on August 28, 2023, to provide for conditions and provisions of employment; and

WHEREAS, the conditions of employment for department heads and exempt employees are largely established in a consistent and universal manner in the adopted Personnel Policies Manual, and;

WHEREAS, Mrs. Nichols and the City have come to an agreement on specific terms and conditions regarding the City's appointment of her to the office of Treasurer.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek approve the Agreement between the City of Swartz Creek and Amy Nichols as included herein, 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. 250609-8F

**RESOLUTION TO APPROVE THE CITY CLERK
PROFESSIONAL SERVICE AGREEMENT**

Motion by Councilmember: _____

WHEREAS, section 4.2 of the City Charter provides the appointive office of Clerk shall be filled by the City Manager with approval of the City Council; and

WHEREAS, section 7.3 of the City Charter provides for the fundamental duties of the Clerk; and

WHEREAS, the City of Swartz Creek City Council approved the agreement with Renee Kraft, City Clerk, on August 28, 2023, to provide for conditions and provisions of employment; and

WHEREAS, the conditions of employment for department heads and exempt employees are largely established in a consistent and universal manner in the adopted Personnel Policies Manual, and;

WHEREAS, Mrs. Kraft and the City have come to an agreement on specific terms and conditions regarding the City's appointment of her to the office of Clerk.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek approve the Agreement between the City of Swartz Creek and Renee Kraft as included herein 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. 250609-8G

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 and restated on June 27, 2022, to provide for conditions and provisions of employment; and

WHEREAS, the conditions of employment for department heads and exempt employees are largely established in a consistent and universal manner in the adopted Personnel Policies Manual, and;

WHEREAS, the Employer and City Manager seek to enter into a revised and restated agreement that will establish remaining terms and conditions of employment for continued 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 No. 250609-8H

RESOLUTION TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH DLZ FOR SEWER SERVICES

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek City Council owns, operates and maintains a sanitary sewer system; and

WHEREAS, DLZ created a program by which the city inspects commercial kitchens and related facilities in the city for compliance with fat, oil, and grease standards (FOG), and;

WHEREAS, the Department of Public Services conducts most inspections, but DLZ still works with new accounts and offers miscellaneous coordination, estimated to be about ten hours per fiscal year; and

WHEREAS, the City also uses DLZ for miscellaneous sewer system consultation services and expects to continue to do so until formal arrangements are made to audit the system and draft a new asset management plan, a service estimated to be about fifty hours per year.

NOW THEREFORE, BE IT RESOLVED the City of Swartz Creek City Council hereby approves the proposal from DLZ for FOG and as-needed sanitary sewer consulting services as included in the June 9, 2025 city council packet.

BE IT FURTHER RESOLVED the City of Swartz Creek City Council authorizes and directs the Mayor to execute said proposal on behalf of the City.

Second by Councilmember: _____

Voting For: _____
Voting Against: _____

Resolution No. 250609-8I

RESOLUTION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE GENESEE COUNTY PARKS AND RECREATION COMMISSION FOR PATROL OF ELMS PARK

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek owns, operates, and maintains park facilities; and

WHEREAS, the City seeks a high degree of security, order, and comfort for all users of its parks, and;

WHEREAS, Elms Park has experienced high incidence of usage and observed use violations on summer weekends, and;

WHEREAS, the Genesee County Parks and Recreation Commission operates a Ranger Division that is professional, specialized, and reputable for maintaining safe and comfortable park environments, and;

WHEREAS, the Genesee County Parks and Recreation Commission and the City of Swartz Creek seek to enter into a memorandum of understanding that provides for terms and conditions relating to the provision of Park Ranger services in Elms Park during summer weekends.

NOW THEREFORE, BE IT RESOLVED the City of Swartz Creek City Council hereby approves the Memorandum of Understanding between the Swartz Creek City Council and the Genesee County Parks and Recreation Commission, a copy of which is attached hereto.

BE IT FURTHER RESOLVED the City of Swartz Creek City Council authorizes and directs the Mayor to execute said MOU on behalf of the City.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 250609-81

**RESOLUTION TO AUTHORIZE APPLICATION TO THE
MDOT CATEGORY B GRANT PROGRAM TO SUPPORT
REHABILITATION OF SCHOOL STREET, FREDERICK
STREET, AND CIVIC DRIVE**

WHEREAS, the City of Swartz Creek is applying for funding through MDOT from the Transportation Economic Development Category B Program to construct road rehabilitation on Civic Dr, School Street, and Fredrick Street.

WHEREAS, MDOT requires a formal commitment from the public agency that will be receiving these funds and will be implementing and maintaining these infrastructure projects.

NOW, THEREFORE, BE IT RESOLVED THAT, the City has authorized Adam Zettel, City Manager, to act as agent on behalf of the City to request Transportation Economic Development Fund Category B Program funding, to act as the applicant's agent during the project development, and to sign a project agreement upon receipt of a funding award.

BE IT FURTHER RESOLVED THAT, the City attests to the existence of, and commits to, providing at least \$272,481 toward the construction costs of the project(s), and all costs for design, permit fees, administration costs, and cost overruns.

BE IT FURTHER RESOLVED THAT, the City commits to owning operating, funding and implementing a maintenance program over the design life of the facilities constructed with Transportation Economic Development Fund Category B Program funding.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 250609-11A

ADJOURN

Motion by Councilmember: _____

I Move the Swartz Creek City Council adjourn the regular council meeting of June 9, 2025.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE May 27, 2025**

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

Invocation and Pledge of Allegiance.

Councilmembers Present: Spillane, Gilbert, Hicks, Krueger, Henry.

Councilmembers Absent: Knickerbocker, Melen.

Staff Present: City Manager Adam Zettel, Clerk Renee Kraft.

Others Present: Sheri Sprygada-TMCPA, Jeff Kelley

Others Virtually Attended: None.

Motion by Gilbert, second by Hicks to excuse Councilmembers Knickerbocker and Melen.

A unanimous voice vote.

APPROVAL OF MINUTES

Resolution No. 250527-02

(Carried)

Motion by Councilmember Spillane
Second by Councilmember Krueger

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday May 12, 2025 to be circulated and placed on file.

YES: Spillane, Gilbert, Hicks, Krueger, Henry.

NO: None. Motion Declared Carried.

APPROVAL OF AGENDA

Resolution No. 250527-03

(Carried)

Motion by Councilmember Krueger
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Agenda as printed for the Regular Council Meeting of May 27, 2025, to be circulated and placed on file.

YES: Gilbert, Hicks, Krueger, Henry, Spillane.
NO: None. Motion Declared Carried.

CITY MANAGER'S REPORT

Resolution No. 250527-04

(Carried)

Motion by Mayor Pro Tem Hicks
Second by Councilmember Gilbert

I Move the Swartz Creek City Council accept the City Manager's Report of May 27, 2025, including reports and communications to be circulated and placed on file.

Discussion Ensued.

YES: Hicks, Krueger, Henry, Spillane, Gilbert.
NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC: None.

COUNCIL BUSINESS:

RESOLUTION TO APPROVE THE FISCAL YEAR 2025-2026 CITY BUDGET

Resolution No. 250527-05

(Carried)

Motion by Councilmember Gilbert
Second by Mayor Pro Tem Hicks

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 12, 2025; 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 Swart Creek; and

WHEREAS, the Swartz Creek City Council desires the budget to be accompanied by additional illustrative, narrative, and data materials to make the budget more transparent and useful to staff, officials, and the public.

THEREFORE BE IT RESOLVED, the Swartz Creek City Council hereby adopt the following 2025-2026 fiscal budget based upon the following tax mills:

General Operating Levy	4.6515	mills
Public Safety SAD	4.9000	mills
Street Levy	4.0649	mills
Sanitation Levy	2.6270	mills

BE IT FURTHER RESOLVED, the Swartz Creek City Council hereby approve the 2025-2026 Budget Book as included in the May 27, 2025 city council packet.

Discussion Ensued.

YES: Krueger, Henry, Spillane, Gilbert, Hicks.
NO: None. Motion Declared Carried.

RESOLUTION TO ASSESS DELINQUENT CHARGES TO THE ASSESSMENT ROLL

Resolution No. 250527-06

(Carried)

Motion by Councilmember Spillane
Second by Councilmember Krueger

WHEREAS, the city, by virtue of enforcing certain ordinances and charter provisions, incurs expenses related to the improvement, maintenance, demolition, and/or replacement of private and public property; and

WHEREAS, the city also provides utility services, of which some recipients of said services have outstanding and overdue balances related to the same; and

WHEREAS, the city's ordinances related to the provision of water and sewer services, as well as those pertaining to the maintenance of sidewalks, noxious weeds, blight and fire cost recovery provide for the collection of expenses and related fees; and

WHEREAS, such outstanding expenses, service charges, and fees are able to be assessed to real property per Chapter 10 of the City Charter.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek directs the Treasurer to prepare an audit of all outstanding debts owed to the City for delinquent sidewalk snow removal, utility services, blight and fire cost recovery, and further, to cause such debts to be assessed against the property owner of record, in accordance with City Ordinance and State Statute, said debts to be placed against the summer 2025 tax collection roll.

Discussion Ensued.

YES: Henry, Spillane, Gilbert, Hicks, Krueger.
NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE THE AFSCME LABOR AGREEMENT

Resolution No. 250527-07

(Carried)

Motion by Councilmember Krueger
Second by Councilmember Gilbert

WHEREAS, the City of Swartz Creek City Council approved the agreement with the American Federation of State, County, and Municipal Employees on June 13, 2022 to provide for conditions and provisions of employment; and

WHEREAS, the collective bargaining agreement, set to expire on June 30, 2025, 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 wages, post-retirement health care, holidays, vacations, uniforms, and other miscellaneous provisions; and

WHEREAS, components of the AFSCME collective bargaining agreement generally reflects and establishes expectations for employment conditions with unrepresented staff.

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

YES: Henry, Spillane, Gilbert, Hicks, Krueger.
NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

None.

REMARKS BY COUNCILMEMBERS:

Councilmember Spillane: Consumers Power-He received a "buy insurance" postcard from them. Questioned if CDBG funds would cover cross-walk warnings? Adam Zettel responded that if they were ADA compliant, they would be. Mr. Zettel stated a flashing

light would cost around \$13,000. Thanked the people that helped with the cemetery clean up-stated it looks better than it has in years.

Mayor Pro Tem Hicks: Discussed the median stop signs being run over. Asked if there is an update on the Fortino store. Adam Zettel responded that due to unfortunate circumstances within the family, there is no change in status. Stated the fence around Mary Crapo is gone. Questioned the Green Photography building. Mr. Zettel responded that he is trying to work with them. Stated she agrees with the fire department doing the rental inspections, rather than building officials. Mentioned that the Swartz Creek Area Fire Department has served our community for 100 years-celebration for it will be Saturday at the fire hall, right after the parade.

Councilmember Gilbert: Questioned if we do fire inspections on businesses. Adam Zettel responded that we do not.

Councilmember Krueger: Hometown Days starts this Thursday. Believes the Consumer's Energy postcard would not benefit any of our residents.

Mayor Henry: Congratulated the Swartz Creek High School class of 2025.

ADJOURNMENT

Resolution No. 250527-08

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Krueger

I Move the Swartz Creek City Council adjourn the regular meeting at 7:53 p.m.

Unanimous Voice Vote.

Nate Henry, Mayor

Renee Kraft, CMC, MiPMC-2, City Clerk

06/02/2025 CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 05/01/2025 - 05/31/2025

Check Date	Check	Vendor Name	Description	Amount
Bank DORT DORT FINANCIAL CREDIT UNION				
05/01/2025	1(E)	RICK CLOLINGER	RICK CLOLINGER RETIREE MEDICAL REINBURS	753.65
05/01/2025	2(E)	ERC-LED, LLC	EXCESS BENEFIT PAYMENT MAY 2025	1,149.08
05/01/2025	10044	ADS PLUS PRINTING LLC	25 NAME BADGES FOR ALL CITY BOARD MEMBER	583.00
05/01/2025	10045	AGROSCAPING INC.	(6) TREES FOR PUBLIC SAFTEY BUILDING	1,470.00
05/01/2025	10046	MACQUEEN EQUIPMENT LLC	STREET SWEEPER REPAIRS & MAINT	613.51
05/01/2025	10047	JASON BOYD	BOYDS LAWN & LANDSCAPING (NO CEMETARY)	915.00
05/01/2025	10048	BS & A SOFTWARE	CONTRACT FEE FOR MAY 1, 2025- MAY1, 202	7,548.00
05/01/2025	10049	CHASE CARD SERVICES	MONTHLY STATEMENT APRIL 2025	2,113.14
05/01/2025	10050	DELTA DENTAL PLAN	RETIREE BENIFITS MAY 2025	443.16
05/01/2025	10051	FIDELITY SECURITY LIFE INSUR/EYEMED	RETIREE VISION MAY 2025	39.36
05/01/2025	10052	FOCO INC DEPENDABLE SEWER CLEANERS	SEWER CLEANING & INSPECTIONS MAY 2024-DE	10,208.00
05/01/2025	10053	GEN CTY ROAD COMMISSION	S- MTCE & OPERATIONS 504 (47) SERVICE T	699.40
05/01/2025	10054	HOGG, KENDRA	UB refund for account: 0008351100	227.61
05/01/2025	10055	INTEGRITY BUSINESS SOLUTIONS	(8) TRASH CAN LINERS FOR PARKS	590.32
05/01/2025	10056	STACEY KAAKE	DESIGNATED ASSESSOR CONTRACT 1 YR	200.00
05/01/2025	10057	LYNCH TREE COMPANY LLC	MAPLE STREET TREE BID SPRING 2025	5,750.00
05/01/2025	10058	METRO POLICE AUTH OF GENESEE COUNTY	MARCH 2025 ORD. FEES	1,906.24
05/01/2025	10059	MICHIGAN ASSOC OF PLANNING	MICHIGAN ASSOCIATION OF PLANNING DUES JU	955.00
05/01/2025	10060	MICHIGAN FENCE CO. INC.	1 BLACK 2 1/2 INCH MALEHINGE	12.15
05/01/2025	10061	MICHIGAN PIPE AND VALVE	BLUE & GREEN MARKING FLAGS 100 PACK	160.00
05/01/2025	10062	AMY NICHOLS	BANK RUNS FOR APRIL 2025	62.93
05/01/2025	10063	PARAGON LABORATORIES INC	WATER SAMPLES WO SWARTZ CREEK 4/9/25	702.00
05/01/2025	10064	PITNEY BOWES INC.	LEASING CHARGES MARCH 1 2025 THRU MAY 2	165.54
05/01/2025	10065	BIO-SERV CORPORATION	PEST CONTROL - PUBLIC SAFETY BLDG	72.00
05/01/2025	10066	ROWE PROFESSIONAL SERVICES CO	\$80,600 OTTERBURN PARK IMPROVMENTS THRU	2,445.00
05/01/2025	10067	STEVE BLOSS	CLOTHING ALLOWANCE	214.83
				<hr/>
05/01/2025	10068	SUBURBAN AUTO SUPPLY	OIL AND FUEL FILTER FOR SWEEPER	159.97
			BELT DRESSING SWEEPER	7.99
			SWEEPER FRONT MOTOR FUEL FILTER	74.99
				<hr/>
				242.95
05/01/2025	10069	VC3 INC	MICROSOFT BUSNS STANDARD/EXCHANGE ONLINE	194.80
05/01/2025	10070	JAMS MEDIA LLC	SPECIAL MEETING NOTICE FOR CITY COUNCIL	60.00
05/15/2025	3(E)	UNUM LIFE INSURANCE	RETIREE LIFE JUNE 2025	31.47
05/15/2025	10071	ADS PLUS PRINTING LLC	BUSINESS CARDS DAVID KRUEGER	69.00
05/15/2025	10072	AGROSCAPING INC.	TREE PLANTED AT CITY PARK ENTRANCE BY MO	245.00
05/15/2025	10073	REBECCA BOSAS	MILEAGE TO TRAINING	113.96
				<hr/>
05/15/2025	10074	JASON BOYD	BOYDS LAWN & LANDSCAPING 5/7/25	1,000.00
			BOYDS LAWN & LANDSCAPING 5/24/25	1,000.00
				<hr/>
				2,000.00
05/15/2025	10075	CONSUMERS ENERGY	8100 CIVIC DR	1,035.54
05/15/2025	10076	CONSUMERS ENERGY	SIRENS TRAFFIC LIGHTS 1997	34.00
05/15/2025	10077	CONSUMERS ENERGY	TRAFFIC LIGHTS 1781	521.36
05/15/2025	10078	CONSUMERS ENERGY	8301 CAPPY LN	456.41
05/15/2025	10079	CONSUMERS ENERGY	5361 WINSHALL DR NP	33.01
05/15/2025	10080	CONSUMERS ENERGY	5441 WHITNEY CT PAVILLION	28.69
05/15/2025	10081	CONSUMERS ENERGY	5015 HOLLAND DR LOT LIGHTS	39.55
05/15/2025	10082	CONSUMERS ENERGY	8011 MILLER RD	28.84
05/15/2025	10083	CONSUMERS ENERGY	5121 MORRISH RD	611.25
05/15/2025	10084	CONSUMERS ENERGY	8095 CIVIC DR	758.99
05/15/2025	10085	CONSUMERS ENERGY	5361 WINSHALL DR #2 RESTRMS 9987	35.53
05/15/2025	10086	CONSUMERS ENERGY	9099 MILLER RD	34.51
05/15/2025	10087	CONSUMERS ENERGY	5361 WINSHALL DR 8369	31.85
05/15/2025	10088	CONSUMERS ENERGY	5257 WINSHALL DR	28.69
05/15/2025	10089	CONSUMERS ENERGY	8083 CIVIC DR	711.78
05/15/2025	10090	CONSUMERS ENERGY	8499 MILLER RD	32.02
05/15/2025	10091	CONSUMERS ENERGY	8059 FORTINO DR	42.70
05/15/2025	10092	CONSUMERS ENERGY	4510 MORRISH RD	41.84
05/15/2025	10093	CONSUMERS ENERGY	ELMS PARKING LOT AREA LIGHTS 2300	42.97
05/15/2025	10094	CONSUMERS ENERGY	STREET LIGHTS 1294	3,172.11
05/15/2025	10095	CONSUMERS ENERGY	4524 MORRISH RD	66.34
05/15/2025	10096	CONSUMERS ENERGY	48473 LED LIGHT RD WORCHESTER/CHESTERFIE	6,066.72
05/15/2025	10097	CONSUMERS ENERGY	6425 MILLER PARK & RIDE	75.17
05/15/2025	10098	CONSUMERS ENERGY	4125 ELMS RD PAVILION 4437	32.37
05/15/2025	10099	CONSUMERS ENERGY	4125 ELMS RD 4353	40.39
05/15/2025	10100	CONSUMERS ENERGY	LAND RENTS/LEASE-M152637GEN-E	210.00
05/15/2025	10101	CONSUMERS ENERGY	4484 MORRISH RD	180.69
05/15/2025	10102	DLZ MICHIGAN INC	1000 GIS UPGRADES	6,635.00
05/15/2025	10103	FAMILY FARM AND HOME INC	MONTHLY INVOICES APRIL 2025	156.96
05/15/2025	10104	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	6.75

05/15/2025	10105	GEN CTY ROAD COMMISSION	I-69 WB OFF RAMP @ MORRISH RD BILLED TRU	111.89
05/15/2025	10106	GILL ROYS HARDWARE	APRIL 2025 INVOICES LESS DISCOUNT	598.11
05/15/2025	10107	HILL STEEL & BUILDERS SUPPLY INC	REPLACING GRILL GRATES AND PARTS FOR ELM	107.75
05/15/2025	10108	JAY'S SEPTIC TANK SERVICE	PORT-A-JON RENTAL FOR ELMS RD THRU 5/2/2	540.00
			PORT-A-JON RENTAL ABRAMS PARK 5/2/25 - 6	260.00
				800.00
05/15/2025	10109	KLEE MFG & DIST	(2) FLAGS FOR CIVIC DRIVE	208.50
05/15/2025	10110	LEGACY ASSESSING SERVICES INC	ASSESSING SERVICES MAY 2025	2,888.97
05/15/2025	10111	METRO POLICE AUTH OF GENESEE COUNTY	POLICE SERVICES4/4/25 - 6/30/25	335,493.00
			OPEB REIMB JANUARY - MARHC 2025 SZMANSK	4,200.35
				339,693.35
05/15/2025	10112	MOLLY MAID OF METAMORA LLC	CLEANING CITY HALL 04/11/25,4/25/25 & 5/	558.00
05/15/2025	10113	OHM ADVISORS	USDA PHASE II WATER MAIN ENGINEERING SER	8,839.75
			USDA PHASE II WATER MAIN ENGINEERING SER	2,671.50
			WINCHESTER VILAGE LOCAL RD IMPROVEMENTS	5,578.75
			WINCHESTER WOODS SUBDIVISION IMPROVEMENT	8,303.00
			CAPPY LN & DON SHENK PE THROUGH APRIL 26	4,291.75
			FRONTIER COMM. ROW APPLICATIONS SERVICES	186.00
			WINCHESTER VILAGE LOCAL RD IMPROVEMENTS	589.25
				30,460.00
05/15/2025	10114	BFT LP	PET WASTE BAGGIES	276.79
05/15/2025	10115	PRIORITY WASTE LLC	FY2025 JULY2024 THRU JUNE 2025 COLLECTIO	26,011.90
05/15/2025	10116	RENEE PELKY	ELMS RD PARK PAV RENTAL #1 5/10/25	200.00
05/15/2025	10117	KAYLA WILLIAMS	ELMS RD PARK REFUND 5/3/25 PAV #1	200.00
05/15/2025	10118	YINET ROSSO	ELMS RD PARK #3 5/10/25	200.00
05/15/2025	10119	BIO-SERV CORPORATION	PEST CONTROL - CITY HALL/LIBRARY-SR CTR	154.00
05/15/2025	10120	ROWE PROFESSIONAL SERVICES CO	\$80,600 OTTERBURN PARK IMPROVMENTS THRU	3,785.00
05/15/2025	10121	SELF SERVE LUMBER CO.	2X6X8 FT LUMBER FOR ELMS PARK	14.48
05/15/2025	10122	SIGNS BY CRANNIE, INC.	REMAING BALANCE OF INSTALLATION OF WELCO	1,929.34
05/15/2025	10123	SIMEN FIGURA & PARKER PLC	MONTHLY INVOICE APRIL 2025	3,527.00
05/15/2025	10124	STAPLES	STAPLES, BINDER CLIPS, SHEET PROTECTOR	72.87
05/15/2025	10125	STATE OF MICHIGAN-DEQ WTR	4/1/25 - 4/15/25 WATER SAMPLES	96.00
05/15/2025	10126	SUBURBAN AUTO SUPPLY	SWEEPER FUEL FILTER	57.99
05/15/2025	10127	SUPER FLITE OIL CO INC	FUEL - DPW APRIL 2025	1,018.98
05/15/2025	10128	SWARTZ CREEK AREA FIRE DEPT.	MONTHLY RUNS FIRE & EMS APRIL 2025	3,809.97
05/15/2025	10129	SWARTZ CREEK GLASS	STREET SWEEPER BACK GLASS REPLACEMENT	240.00
05/15/2025	10130	SWARTZ CREEK HOMETOWN DAYS	ZONING PERMIT REFUND FOR HOMETOWN DAYS	25.00
05/15/2025	10131	TAYLOR & MORGAN CPA	FINANCIAL SERVIICES PROVIDED BY SHERI SP	3,771.50
05/15/2025	10132	VC3 INC	#3825752 WINDOWS 10 REPLACEMENT/ FIXED F	1,200.00
			TREASURER & CLERK COMPUTERS	3,351.89
				4,551.89
05/15/2025	10133	JAMS MEDIA LLC	WEED ORD & BUDGET HEARING	122.00
05/15/2025	10134	VISUAL EDGE IT	CONTRACT DATES 4/22/25 THRU 5/22/25	282.38
05/15/2025	10135	WEISS EQUIPMENT	YANMAR 347 TRACTOR	30,500.00
05/21/2025	10136	SIGNS BY CRANNIE, INC.	50% DOWN OF INSTALLATION REVISED TRAILHE	9,946.50
			FINAL PAYMENT OF INSTALLATION OF 9 INOF	3,294.05
				13,240.55
05/29/2025	4(E)	RICK CLOLINGER	RICK CLOLINGER RETIREE MEDICAL REINBURS	753.65
05/29/2025	5(E)	ERC-LED, LLC	EXCESS BENEFIT PAYMENT	1,149.08
05/29/2025	10137	JASON BOYD	BOYDS LAWN & LANDSCAPING 5/28/25	1,000.00
			BOYDS LAWN & LANDSCAPING 5/21/25	950.00
				1,950.00
05/29/2025	10138	CHARTER TOWNSHIP OF MUNDY	ECONOMIC DEV SVS JAN -MARCH 2025	8,047.73
05/29/2025	10139	CHASE CARD SERVICES	MONTHLY STATEMENT MAY 2025	3,305.58
05/29/2025	10140	DELTA DENTAL PLAN	RETIREE BENIFITS JUNE 2025	443.16
05/29/2025	10141	DORNBOS SIGN & SAFETY INC	(2) 30X9 & 36X9 W/B HIP D/F 6' 3' ALL U	84.63
05/29/2025	10142	FIDELITY SECURITY LIFE INSUR/EYEMED	RETIREE VISION JUNE 2025	39.36
05/29/2025	10143	FLINT NEW HOLLAND	PARTS FOR KUBOTA	78.12
05/29/2025	10144	TOUCH OF NATURE INC	FLOWERS/HANGING BASKET/DELIVERY	5,558.40
05/29/2025	10145	GAS TANK RENU-ERSON, INC.	SWEEPER 25 FT OF 1/2 NYLON & LABOR	65.00
05/29/2025	10146	GENESEE CTY DRAIN COMMISSIONER	3/26/25 THRU 4/30/25 MARCH 2025 BULK	130,313.06

05/29/2025	10147	HILL STEEL & BUILDERS SUPPLY INC	1/4 X 3 1/2 FLAT BAR FOR ABRAMS PARK	5.00
			1/4X2 FLAT BAR & CUTS FOR MERRY GO ROUND	18.00
			2" SOLID ROD FOR MERRY GO ROUND AT ABRAM	22.30
				<u>45.30</u>
05/29/2025	10148	KCI	PROPOSAL EST. POSTAGE JULY 2025 WATER BI	1,117.25
05/29/2025	10149	LYNN BURKLEY	DECALS FOR 525 TRACTOR	105.00
05/29/2025	10150	MERIT LABORATORIES INC	STREET SWEEPING SAMPLES	133.00
05/29/2025	10151	METRO POLICE AUTH OF GENESEE COUNTY	APRIL 2025 ORD. FEES	1,518.99
05/29/2025	10152	MOLLY MAID OF METAMORA LLC	CLEANING CITY HALL 05/23/25	186.00
05/29/2025	10153	DANIEL L RHANOR	ELECTICAL WORK FOR PUMP STATION AT CAPPY	5,196.00
05/29/2025	10154	OXLEY, ROSE	UB refund for account: 0001274100	15.13
05/29/2025	10155	PARAGON LABORATORIES INC	WATER SAMPLES WO SWARTZ CREEK ELMS & CRA	328.00
			WATER SAMPLES WO SWARTZ CREEK 5121 MORRI	702.00
				<u>1,030.00</u>
05/29/2025	10156	QAREENA CLEMONS	ELMS RD PARK REFUND PAV #2 ON 5/24/25	200.00
05/29/2025	10157	MATTHEW BAUER	ELMS RED PARK REFUND PAV #2 ON 5/25/25	200.00
05/29/2025	10158	REGINA BARNES	ELMS RD PARK REFUND PAV #3 5/18/25	200.00
05/29/2025	10159	BIO-SERV CORPORATION	PEST CONTROL - PUBLIC SAFETY BLDG	72.00
05/29/2025	10160	STAPLES	(3) BLACK INK CARTS	178.29
05/29/2025	10161	WEB MATTERS	UPDATE ZBA ARCHIVES/ CHANGE COMMUNITY PA	213.75
			DOMAIN NAME & REGISTRATION OF SWARTZ CRE	70.00
				<u>283.75</u>
DORT TOTALS:				
Total of 123 Checks:				695,930.82
Less 0 Void Checks:				<u>0.00</u>
Total of 123 Disbursements:				695,930.82

MAY 2025	Beginning Mileage	Ending Mileage	Miles Driven	Gallons Gas Purchased	Gallons Diesel Purchased
#7-15 4WD P/U gas	59710	60347	637	73.5	
#2-08 4WD P/U gas	79380				
#7-22 4 WD P/U gas	18528	18860	332	29.3	
#12-02 DUMP diesel	35469				
#21 WOOD CHIPPER diesel	2563	2610			12
#9-07 STREET SWEEPER diesel	20671	20865	194		177.3
#5-18 KUBOTA (hours)	1316				
#1-20 4WD P/U diesel	8252	8412	160		20.3
#3-08 4WD P/U gas	89898				
#10-18 4WD P/U diesel	43026	43817	791		67
#8-22 CASE BACKHOE	364	385	21		27.1
#6-16 2WD P/U gas	90573	91114	541	48.7	
#6-00 BACKHOE diesel	2198		0		
#1-22 DUMP	8023				
#12-04 DUMP diesel	41889				
#12-99 GENERATOR gas			0		
#17 CASE BACKHOE diesel			0		
#19 JD TRACTOR diesel			0		
#9-22 PATCHER			0		
#37 TRAIL ARROW			0		
#10-15 GEN gas	80122				
#11-23 Big Plow Truck	2413				
gas can					
8/24 Truck	2691	2959	268	28.5	
9/24 Truck	2521	3066	545	49.4	
5/25 Tractor					
TOTAL			3489	229.4	303.7

City of Swartz Creek

Building Permit List

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee		Location	Type of Construction
Building								
PB2500033	05/06/25	BEDELL, JONATHAN	(810) 813 3514	58-36-300-033	\$36,973	\$538.81	7335 MILLER RD	48473-Pole Barn
PB2500039	05/01/25	Elevatus Architecture	(260) 29 9396	58-36-100-014	\$4,393,127	\$31,450.00	4141 MORRISH RD	48473-Com Add/Alter/Repair
PB2500040	05/07/25	Elevatus Architecture	(260) 29 9396	58-36-100-014	\$333,006	\$3,454.00	4141 MORRISH RD	48473-Com Add/Alter/Repair
PB2500041	05/01/25	Tri County Roofing	(810) 732 7740	58-25-576-004	\$6,038	\$100.00	7054 BRISTOL RD	48473-Roofing
PB2500043	05/08/25	Lockhart Roofing Co.	(810) 235 9866	58-02-503-094	\$12,855	\$100.00	5163 WINSHALL DR	48473-Roofing
PB2500044	05/07/25	GENOVESI, BARBARA TRU	(810) 240 2245	58-03-533-163	\$0	\$240.00	5197 DURWOOD DR	48473-Demolish Structure
PB2500045	05/07/25	Renewal by Andersen	(734) 237 1065	58-03-531-123	\$13,615	\$253.00	5158 BIRCHCREST DR	48473-Res Add/Alter/Repair
PB2500046	05/14/25	WILLIAMS, ELTON & ELAIN	(810) 241 1202	58-35-776-070	\$6,400	\$185.00	70 ASHLEY CIR	48473-Res Deck
PB2500047	05/29/25	Allied Signs, Inc.	(586) 791 7900	58-36-100-014	\$53,950	\$533.00	4141 MORRISH RD	48473-Sign
PB2500048	05/15/25	WOODSIDE BUILDERS, INC	(810) 635 2227	58-36-676-095	\$1,800	\$135.00	4261 ALEX MARIN DR	48473 Res Deck
PB2500049	05/15/25	WOODSIDE BUILDERS, INC	(810) 635 2227	58-36-676-096	\$1,800	\$135.00	4265 ALEX MARIN DR	48473 Res Deck
PB2500050	05/21/25	Goods Roofing, Inc	(810) 653 7663	58-30-651-028	\$18,060	\$100.00	3436 HERITAGE BLVD	48473-Roofing
PB2500051	05/23/25	PULLEY, MICHAEL & AMAN	8104224803	58-03-531-157	\$6,000	\$175.00	9211 CHESTERFIELD DR	48473-Res Add/Alter/Repair
PB2500052	05/29/25	Bloomfield Construction CO	(248) 289 7103	58-36-651-007	\$12,839	\$100.00	4480 SPRINGBROOK DR	48473-Roofing
PB2500053	05/29/25	Bloomfield Construction CO	(248) 289 7103	58-36-651-006	\$12,839	\$100.00	4482 SPRINGBROOK DR	48473-Roofing
PB2500054	05/30/25	Sky Energy Home Solutions	(206) 813 9171	58-02-501-084	\$19,503	\$295.00	5043 WINSTON DR	48473-Res Add/Alter/Repair
PB2500055	05/30/25	Sky Energy Home Solutions	(206) 813 9171	58-30-651-120	\$18,972	\$288.00	3402 HERITAGE BLVD	48473-Res Add/Alter/Repair
PB2500056	05/28/25	Home Pro Exteriors LLC / Home	(269) 303 6944	58-36-530-013	\$25,323	\$100.00	7240 PARK RIDGE PKWY	48473-Roofing
PB2500057	05/29/25	Allied Signs, Inc.	(586) 791 7900	58-36-100-014	\$7,500	\$195.00	4141 MORRISH RD	48473-Sign
Total:		19 Permits	Value: \$4,980,600		Fee Total: \$38,476.81		Total Number of Dwelling Units 0	

Electrical

PE2500016 05/08/25 City Council Basket Halligan Electric Inc (810) 238 8581 58-36-100-014 \$0 \$535.00 4141 MORRISH RD 48473-Electrical

June 9, 2025

City of Swartz Creek

Building Permit List

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee		Location	Type of Construction
PE2500017	05/07/25	KB Electric	(810) 691 0595	58-30-651-044	\$0	\$520.00	6285 ARLINGTON DR	48473-Electrical
PE2500018	05/07/25	KB Electric	(810) 691 0595	58-29-551-006	\$0	\$180.00	5438 MILLER RD	48473-Electrical
PE2500019	05/07/25	KB Electric	(810) 691 0595	58-31-526-016	\$0	\$187.00	6218 MILLER RD	48473-Electrical
PE2500020	05/19/25	SUTTON, DAVID J & NANCY	(810) 730 6245	58-02-501-038	\$0	\$370.00	8523 CHELMSFORD DR	48473-Electrical
PE2500021	05/30/25	Sky Energy		58-02-501-084	\$0	\$195.00	5043 WINSTON DR	48473-Electrical
PE2500022	05/30/25	Sky Energy		58-30-651-120	\$0	\$202.00	3402 HERITAGE BLVD	48473-Electrical
PE2500023	05/29/25	Allied Signs, Inc.	(586) 791 7900	58-36-100-014	\$0	\$192.00	4141 MORRISH RD	48473-Electrical
PE2500024	05/29/25	Allied Signs, Inc.	(586) 791 7900	58-36-100-014	\$0	\$216.00	4141 MORRISH RD	48473-Electrical

Total:	9 Permits	Value: \$0	Fee Total:	\$2,597.00	Total Number of Dwelling Units	0
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Mechanical

PM250016	05/07/25	Summit Fire Protection	(989) 725 7155	58-29-551-020	\$0	\$325.00	5286 MILLER RD	48473-Mechanical
PM250017	05/23/25	D & T Heating & Cooling	(810) 266 5167	58-30-651-044	\$0	\$420.00	6285 ARLINGTON DR	48473-Mechanical
PM250018	05/12/25	Maurer Htg & Clg Co	(989) 723 4220	58-36-651-034	\$0	\$215.00	4469 COLONY CT	48473-Mechanical
PM250019	05/16/25	D & H Fire Suppression LLC	(810) 631 4855	58-36-100-014	\$0	\$493.00	4141 MORRISH RD	48473-Mechanical

Total:	4 Permits	Value: \$0	Fee Total:	\$1,453.00	Total Number of Dwelling Units	0
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Plumbing

PP250005	05/05/25	Goyette Mechanical	(810) 742 8530	58-36-100-014	\$0	\$982.00	4141 MORRISH RD	48473-Plumbing
PP250006	05/05/25	Goyette Mechanical	(810) 742 8530	58-36-100-014	\$0	\$568.00	4141 MORRISH RD	48473-Plumbing

Total:	2 Permits	Value: \$0	Fee Total:	\$1,550.00	Total Number of Dwelling Units	0
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City of Swartz Creek

Building Permit List

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
Right of Way							
PROW-0339	05/27/25	CONSUMERS ENERGY COM		58-36-526-067	\$0	\$100.00	7025 BRISTOL RD 48473-Right of way
PROW-0341	05/28/25	CONSUMERS ENERGY COR		58-02-529-009	\$0	\$100.00	5032 HOLLAND DR 48473-Right of way
PROW-0342	05/28/25	G. B. Concrete LLC	(810) 964 4371	58-03-531-174	\$0	\$100.00	9225 YOUNG DR 48473-Right of way
Total:		3 Permits	Value: \$0		Fee Total:	\$300.00	Total Number of Dwelling Units 0

Zoning							
PZ25-0005	05/21/25	DIXON, JAMES & DEBRA TF	(810) 223 3719	58-03-534-046	\$10,182	\$125.00	9224 JILL MARIE LN 48473-Fence
Total:		1 Permits	Value: \$10,182		Fee Total:	\$125.00	Total Number of Dwelling Units 0

Permit Total: 38 **Value: \$4,990,782** **Fee Total: \$44,501.81**

Permit.DateIssued Between 5/1/2025 12:00:00
AM AND 5/31/2025 11:59:59 PM

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
8006 MILLER RD	58-35-576-048	Reminder-Resolution	05/01/2025		
6285 ARLINGTON DR	58-30-651-044	Basement floor	05/01/2025	05/01/2025	Approved
7248 PARK RIDGE PKWY	58-36-530-012	Final	05/01/2025	05/05/2025	Approved
7248 PARK RIDGE PKWY	58-36-530-012	Final	05/01/2025		
8523 CHELMSFORD DR	58-02-501-038	Footing	05/01/2025	04/28/2025	Canceled
7232 PARK RIDGE PKWY	58-36-530-014	Final	05/05/2025	05/06/2025	Approved
5128 WORCHESTER DR	58-02-502-039	Ordinance	05/06/2025	05/15/2025	Complied
9271 CEDAR CREEK CT	58-03-627-005	Follow Up	05/06/2025	05/05/2025	Complied
7468 MILLER RD	58-36-300-013	Ordinance	05/06/2025		
8197 MILLER RD	58-02-526-027	Footing	05/06/2025	05/05/2025	Canceled
4415 SPRINGBROOK DR	58-36-651-080	Final	05/06/2025	05/06/2025	Approved
8197 MILLER RD	58-02-526-027	Footing	05/07/2025	05/07/2025	Disapproved
6285 ARLINGTON DR	58-30-651-044	Service	05/07/2025	05/07/2025	Approved
6285 ARLINGTON DR	58-30-651-044	Rough	05/07/2025	05/07/2025	Approved
6218 MILLER RD	58-31-526-016	Final	05/07/2025	05/07/2025	Approved
7325 BRISTOL RD	58-36-100-005	Ordinance	05/08/2025		
6103 MILLER RD	58-31-527-004	Ordinance	05/08/2025	05/20/2025	Complied
9055 CHESTERFIELD DR	58-03-527-006	Initial	05/08/2025	05/12/2025	Complied
4036 ELMS RD	58-36-526-068	Initial	05/08/2025	05/08/2025	Complied
9221 CHESTERFIELD DR	58-03-531-158	Ordinance	05/13/2025	05/15/2025	No Violation
9211 CHESTERFIELD DR	58-03-531-157	Ordinance	05/13/2025	05/13/2025	Complied
6175 MILLER RD	58-31-527-017	Ordinance	05/13/2025		
5200 MORRISH RD	58-02-200-037	Ordinance	05/13/2025	05/15/2025	Complied
5438 MILLER RD	58-29-551-006	Final	05/13/2025	05/20/2025	Approved
7264 MAPLECREST CIR	58-36-676-026	Final	05/13/2025	05/13/2025	Approved
8197 MILLER RD	58-02-526-027	Final	05/13/2025	05/13/2025	Canceled
4141 MORRISH RD	58-36-100-014	Underground-Meat	05/13/2025	05/13/2025	Approved
8523 CHELMSFORD DR	58-02-501-038	Backfill	05/14/2025	05/14/2025	Partially Approv
7160 PARK RIDGE PKWY	58-36-529-005	Framing	05/14/2025	05/14/2025	Approved
4268 LATIFEE CT	58-36-651-245	Final	05/14/2025	05/14/2025	Approved
70 ASHLEY CIR	58-35-776-070	Post Hole	05/14/2025	05/14/2025	Approved
7346 MILLER RD	58-36-300-008	Status	05/15/2025		
7306 MILLER RD	58-36-578-001	Status	05/15/2025	05/15/2025	Complied
7045 BRISTOL RD	58-36-526-066	Status	05/15/2025	05/15/2025	Complied
7316 MILLER RD	58-36-300-006	Status	05/15/2025	05/15/2025	Complied
5016 MC LAIN ST	58-02-526-058	Garage Floor	05/15/2025	05/15/2025	Approved

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
8523 CHELMSFORD DR	58-02-501-038	Ordinance	05/15/2025	05/15/2025	Partially Complic
5090 FAIRCHILD ST	58-02-526-081	Ordinance	05/15/2025	05/15/2025	Partially Complic
7256 MILLER RD	58-36-578-005	Final	05/15/2025	05/15/2025	Approved
5155 OXFORD CT	58-02-501-030	Final-Reinspection	05/15/2025	05/15/2025	Approved
7553 MASON ST	58-36-551-007	Follow Up	05/15/2025	05/15/2025	Complied
5286 MILLER RD	58-29-551-020	Truss Repair	05/19/2025	05/22/2025	Approved
9283 HILL RD	58-03-576-008	Ordinance	05/20/2025		
7229 MILLER RD	58-36-577-028	Ordinance	05/20/2025	05/20/2025	Complied
8093 MILLER RD	58-02-528-001	Ordinance	05/20/2025	05/27/2025	Complied
5367 GREENLEAF DR	58-03-533-104	Underground	05/20/2025	05/20/2025	Partially Approv
4141 MORRISH RD	58-36-100-014	Rough In Wall-Bottl	05/21/2025		
4251 ALEX MARIN DR	58-36-676-094	Post Hole	05/21/2025	05/21/2025	Approved
7160 PARK RIDGE PKWY	58-36-529-005	Final	05/21/2025	05/21/2025	Approved
9223 HILL RD	58-03-577-002	Site Inspection	05/22/2025	05/22/2025	Disapproved
4025 ELMS RD	58-31-501-005	Final	05/22/2025	05/22/2025	Approved
8240 MILLER RD	58-35-400-014	Final	05/22/2025	05/22/2025	Approved
4141 MORRISH RD	58-36-100-014	Underground-Fish T	05/22/2025	05/22/2025	Approved
8051 CRAPO ST	58-02-530-025	Initial	05/22/2025	05/22/2025	Violation(s)
5208 DURWOOD DR	58-03-533-139	Initial	05/22/2025	05/22/2025	Violation(s)
9221 CHESTERFIELD DR	58-03-531-158	Status	05/27/2025		
9223 HILL RD	58-03-577-002	Ordinance	05/27/2025	05/27/2025	Complied
4261 ALEX MARIN DR	58-36-676-095	Post Hole	05/28/2025	05/28/2025	Approved
4265 ALEX MARIN DR	58-36-676-096	Post Hole	05/28/2025	05/28/2025	Approved
7508 WADE ST	58-01-502-092	Footing	05/28/2025	05/28/2025	Disapproved
7335 MILLER RD	58-36-300-033	Footing	05/28/2025	05/28/2025	Approved
4126 ELMS RD	58-36-526-020	Ordinance	05/29/2025		
7562 CHURCH ST	58-36-551-010	Ordinance	05/29/2025		
6165 MILLER RD	58-31-527-009	Status	05/29/2025		
7192 PARK RIDGE PKWY	58-36-529-009	Ordinance	05/29/2025		
5251 SEYMOUR RD	58-03-533-014	Ordinance	05/29/2025		
5901 CROSSCREEK DR	58-36-651-187	Final	05/29/2025	06/02/2025	Approved
9211 CHESTERFIELD DR	58-03-531-157	Final	05/29/2025	06/02/2025	Approved
4126 ELMS RD	58-36-526-020	Initial	05/29/2025		
4534 RAUBINGER RD	58-01-501-014	Initial	05/29/2025		

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
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Inspection.DateTimeScheduled Between 5/1/2025 12:00:00 AM AND 5/31/2025 11:59:59 PM

Enforcements By Category

06/02/25

BLIGHT

Enforcement Number	Address	Status	Filed	Closed
E25-067	9223 HILL RD	Closed	05/15/25	05/27/25
E25-069	4126 ELMS RD	Inspection Pending	05/27/25	
Total Entries: 2				

BUILDING VIOLATIONS

Enforcement Number	Address	Status	Filed	Closed
E25-071	7562 CHURCH ST	Inspection Pending	05/28/25	
Total Entries: 1				

COMPLAINT

Enforcement Number	Address	Status	Filed	Closed
E25-055	9211 CHESTERFIELD DR	Closed	05/12/25	05/13/25
Total Entries: 1				

PARKING

Enforcement Number	Address	Status	Filed	Closed
E25-072	7192 PARK RIDGE PKWY	Inspection Pending	05/29/25	
E25-053	7468 MILLER RD	Inspection Pending	05/05/25	
E25-052	5128 WORCHESTER DR	Closed	05/01/25	05/15/25
E25-054	9221 CHESTERFIELD DR	Closed	05/12/25	05/15/25
E25-068	9283 HILL RD	Violation	05/15/25	
Total Entries: 5				

WEED COMPLAINT

Enforcement Number	Address	Status	Filed	Closed
E25-066	9027 MILLER RD	Inspection Pending	05/14/25	

Enforcements By Category

06/02/25

E25-064	5019 HAYES ST	Inspection Pending	05/16/25	
E25-070	8132 INGALLS ST	Inspection Pending	05/28/25	
E25-062	5169 DON SHENK DR	Closed	05/14/25	05/27/25
E25-065	5356 WORCHESTER DR	Closed	05/14/25	05/27/25
E25-056	5228 DON SHENK DR	Inspection Pending	05/16/25	
E25-060	4322 ELMS RD	Inspection Pending	05/15/25	
E25-061	ELMS RD	Inspection Pending	05/16/25	
E25-058	7146 MILLER RD	Closed	05/14/25	05/27/25
E25-057	5248 DON SHENK DR	Closed	05/14/25	05/27/25
E25-059	3486 ELMS RD	Closed	05/14/25	05/27/25
E25-063	8145 MILLER RD	Closed	05/14/25	05/27/25

Total Entries: 12

Total Records: 21

Population: All Records
Enforcement.DateFiled Between 5/1/2025 12:00:00 AM AND 5/31/2025 11:59:59 PM

Certificates With Inspections

06/02/2025

Certificate Number	Address	Date Applied	Since	Issued	Last Inspection	Expires	Status
CR250025	4036 ELMS RD	05/02/2025	05/02/2025	05/05/2025	05/08/2025	05/11/2028	Certified
Initial	JKEY	Corey Jarbeau	Completed	Complied			
CR250026	4126 ELMS RD	05/05/2025	05/05/2025	05/05/2025		05/05/2027	Suspended
Initial	KBROWN	Corey Jarbeau	Scheduled				
CR250028	7538 MILLER RD 2	05/06/2025	05/06/2025	05/07/2025		05/07/2027	Suspended
Initial	JKEY	Corey Jarbeau	Scheduled				
CR250029	7538 MILLER RD 3	05/06/2025	05/06/2025	05/07/2025		05/07/2027	Suspended
Initial	JKEY	Corey Jarbeau	Scheduled				
CR250030	7538 MILLER RD 4	05/06/2025	05/06/2025	05/07/2025		05/07/2027	Suspended
Initial	JKEY	Corey Jarbeau	Scheduled				
CR250031	8051 CRAPO ST	05/15/2025	05/15/2025	05/15/2025	05/22/2025	05/15/2027	Suspended
Initial	JKEY	Corey Jarbeau	Completed	Violation(s)			
CR250032	5208 DURWOOD DR	05/15/2025	05/15/2025	05/15/2025	05/22/2025	05/15/2027	Suspended
Initial	JKEY	Corey Jarbeau	Completed	Violation(s)			

Population: All Records

Record Count: 7

Certificate.DateIssued Between 5/1/2025 12:00:00 AM
AND 5/31/2025 11:59:59 PM

From: [Troy Feltman](#)
To: [Adam Zettel](#)
Subject: MML Liability & Property Pool 2025/26 Renewal Proposal
Date: Tuesday, May 27, 2025 8:25:29 AM
Attachments: [image001.png](#)
[City of Swartz Creek 2025 Renewal Proposal.doc](#)

Hi Adam,

Attached is the renewal proposal for the City of Swartz Creek. Please review and advise how the City would like to proceed. The premium for the MML Liability and Property Pool insurance renewal effective July 1, 2025, is \$49,925 compared to the expiring premium of \$47,856. This is a premium increase of \$2,069.

There are a few reasons for the change in premium:

-

- a. The City's added 1 vehicle this renewal
- b. The City's property value increased \$1,292,270 due to 4% inflation factor applied by the underwriter
- c. There was a slight increase in the property and liability rates

-

Also, the Board of Directors of the MML Liability & Property Pool voted to return another dividend in 2024 to renewing Members. The City's portion of the dividend return is about \$3,912. The City will receive the dividend after paying your renewal premium.

All I need is for you to respond to this message allowing me to process the Invoice, Certificates and Binder.

Please let me know if you have any questions. I am happy to meet with you to discuss this renewal proposal.

Thank you,

Troy

Troy L. Feltman DPA, CAWC
Account Executive
MML & Property Pool
MML Workman Compensation Fund
Troy.feltman@meadowbrook.com
517-763-9974 (Cell)



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Liability & Property Pool

Proposal

for the

City of Swartz Creek

Presented By:

Troy L Feltman, DPA
MML Liability & Property Pool
(248) 204-8283

June 6, 2025

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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 has been a stable source of comprehensive municipal insurance and risk management services since 1982. It is financially secure and positioned for long-term stability.

The Pool staff is made up of 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 **\$49,925**. When compared to last year's cost of \$47,856, it represents a premium increase of \$2,069. In addition, the MML Liability & Property Pool Board of Trustees voted to return another post-renewal dividend for Members renewing in 2024. The **City of Swartz Creek's** portion of the dividend return is about \$3,912, the actual amount will be calculated when 2024-year end numbers are finalized. The **City of Swartz Creek** will receive this dividend in the month following payment of your 2025 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 . . .

- | | |
|--------------------------------|------------------------------------|
| ✓ 452 Public Entity Members | ✓ 173 Water Utilities |
| ✓ 145 Fire Departments | ✓ 243 Sewer Utilities |
| ✓ 185 Law Enforcement Agencies | ✓ 16 Municipal Marinas |
| ✓ 2,295 Police Officers | ✓ \$6.7 Billion of Property Values |
| ✓ 5,827 Miles of Streets/Roads | ✓ 21 Dams |
| ✓ 7,697 Vehicles | |
| ✓ 18 Electric Utilities | |



Coverage and Cost Summary City Of Swartz Creek

Effective 07-01-2025 to 07-01-2026

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
Uninsured/Underinsured Motorists Coverage	\$100,000	N/A	\$0
Automobile Liability (Coverages A and B)	\$10,000,000	N/A	\$0
# Vehicles	Comp	Coll	
12	\$250	\$1,000	

Agreed Amount, if applicable 1 Vehicle for a total of \$250,000

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	\$12,507,151	N/A	\$500
Boiler and Machinery	Included	N/A	\$500
Building(s)	Included	N/A	\$500
Contents	Included	N/A	\$500
Property in the Open	Included	N/A	\$500
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

Coverage and Cost Summary

City Of Swartz Creek

Effective 07-01-2025 to 07-01-2026

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Contractor's Equipment	\$532,002	N/A	\$250
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 / Finance Director	\$100,000	N/A	N/A
Bond #: B Treasurer / Finance Director, Manager, Clerk with respect to USDA Rural Development, LTGO Bond	\$129,774	N/A	N/A
Bond #: C Treasurer with respect to USDA Water Supply System Revenue Bond, Series 2023	\$163,938	N/A	N/A

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



michigan municipal league
Liability & Property Pool

Coverage and Cost Summary City Of Swartz Creek

Effective 07-01-2025 to 07-01-2026

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
-----------	--------------------	-----------------	---------------------------

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 \$49,925.

Cyber Coverage

TOWER 1 Limit	POLICY AGGREGATE LIMIT OF LIABILITY	\$100,000	For all Damages, Claims, Expenses, Penalties and PCI Fines, Expenses and Costs
	Information Security and Privacy Sublimit	\$100,000	each Claim and in the Aggregate
	Regulatory Defense and Penalties Aggregate Sublimit	\$20,000	each Claim and in the Aggregate
	Website Media and Content Liability Aggregate Sublimit	\$100,000	each Claim and in the Aggregate
	PCI Fines, Expenses and Costs Aggregate Sublimit	\$10,000	each Claim and in the Aggregate
	Cyber Extortion Aggregate Sublimit	\$25,000	each Claim and in the Aggregate
	First Party Data Protection Aggregate Sublimit	\$35,000	each Claim and in the Aggregate
	First Party Network Business Interruption Aggregate Sublimit	\$25,000	each Claim and in the Aggregate
	Note: The above Sublimits are part of, and not in addition to, the overall Policy Aggregate Limit of Liability		
	Liability Retention Per Claim:		
TOWER 1 Retention	All other coverages Retention:	\$0	each Claim
	Cyber Extortion:	\$5,000	each Extortion Threat
	First Party Data Protection:	\$5,000	each Data Protection Loss
	First Party Network Business Interruption:	\$5,000	each Business Interruption Loss
Limits of Coverage - Privacy Breach Response Services			
TOWER 2 Limit	Legal Services/Computer Expert Services/Public Relations and Crisis Management Expenses Aggregate Sublimit:	\$50,000	per Incident and in the Aggregate
TOWER 1 Limit	Notified Individuals:	10,000	Notified Individuals in the Aggregate
	A sublimit of up to 10% of Notified Individuals residing outside the United States, which is part of and not in addition to the Notified Individuals Aggregate Limit of Coverage		
Note: The Privacy Breach Response Services Limits of Coverage are separate from and in addition to the overall Policy Aggregate Limit of Liability			
Privacy Breach Response Services Threshold/Retention (Each Incident):			
TOWER 2 Retention	Legal Services/Computer Expert Services/Public Relations and Crisis Management Expenses Retention:	\$0	each Incident
TOWER 1 Retention	Notification Services/Call Center Services/Breach Resolution and Mitigation Services Threshold:	0	each Incident

Your Team of Experts



Troy Feltman
Account Executive
(517) 763-9974



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



Katelyn Petracca
248-204-6160
(Le – Z)

Alpha Split:



Joan Opett
248-204-8579
(A – La)

Customer Service Representatives



Christopher Flechsig
Liability Claims Supervisor
(810) 844-8146



Matt Heins
Loss Control Supervisor
Law Enforcement Action Forum Coordinator
(248) 791-4371

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 . . .

- ✓ \$888,363 Annual Payroll
- ✓ \$12,507,151 of total values for real and personal property
- ✓ 12 Vehicles
- ✓ 1 Vehicles with an Agreed Amount of \$250,000
- ✓ \$89 Michigan Catastrophic Claims Assessment (MCCA) per vehicle (was \$86/vehicle for 2022) ↓

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

Fireworks Coverage Options: (Fireworks application must be completed before coverage is endorsed)

1. The MML Liability & Property Pool is primary (the Member is not added as an additional insured on a pyrotechnician's coverage):

Annual Aggregate Sublimit	Additional Premium
\$500,000	Yes
\$1,000,000	Yes
2. The MML Liability & Property Pool is excess (the Member is added as an additional insured on a pyrotechnician's coverage):

NO ADDITIONAL PREMIUM

- ✓ 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 Lezage website -- <http://www.Lezage.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.

PROFESSIONAL SERVICES AGREEMENT
Between
CITY OF SWARTZ CREEK
And
CITY CLERK, RENEE KRAFT
JULY 1, 2025 - JUNE 30, 2028

This Amended and Restated Labor Agreement is made this ____ day of June, 2025, between the City of Swartz Creek, a Michigan Municipal Corporation, hereinafter referred to as the "Employer" or the "City" and Renee Kraft, hereinafter referred to as the "Clerk."

Deleted: August 2023

WHEREAS, section 4.2 of the City Charter provides that the appointive office of Clerk shall be filled by the City Manager with approval of the City Council; and

WHEREAS, section 7.3 of the City Charter provides for the fundamental duties of the Clerk; and

WHEREAS, Many terms and conditions of employment that were previously included in prior versions of this employment agreement are now provided for as general employment terms and conditions within the Personnel Policies Manual, as amended from time to time; and

WHEREAS, Mrs. Kraft and the City have come to an agreement on specific terms and conditions regarding the city's appointment of her to the office of Clerk.

Deleted: **WHEREAS**, the City and the Clerk have established terms and conditions for employment with as documented in a Professional Services Agreement between the City of Swartz Creek and Connie Olger, the current City Clerk; and¶

¶ **WHEREAS**, the current City Clerk will be retiring, effective at the end of December 31, 2023, necessitating the transfer of routine and official duties to another qualified individual; and¶

NOW, THEREFORE, the City and the Clerk hereby agree to the following:

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 Clerk.

SECTION NO. 3 - ACKNOWLEDGEMENTS

The City, acting by and through its City Council, and the Clerk hereby acknowledges the appointment of Mrs. Kraft to the position of the Clerk, including the related accumulated years of service, vesting of benefits, and other employment attributes herein conditioned upon accumulated years of service or initial employment date with the City. The Clerk acknowledges the management rights of the City and agrees to abide by the Personnel Policies Manual, as modified from time to time. The City and Clerk agree that, when a conflict between the Personnel Policies Manual and this Agreement exists, this Agreement shall apply to the extent that it is permissible by state, federal and local law.

SECTION NO. 4 - CHARTER REQUIREMENTS

City Council Approved _____ 1 _____ June 9, 2025

Deleted: August 17, 2023

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The Clerk acknowledges that she is familiar with the City Charter and that she has reviewed the provisions thereof, particularly those which describe the powers, functions, duties and responsibilities of the Clerk, and further acknowledges that she is capable of complying with such Charter requirements as to the exercise of such powers, functions and duties and agrees to do so.

SECTION NO. 5 - SALARY

Commencing on July 1, 2025, the Clerk shall receive a salary of Sixty-Eight Thousand Three-Hundred Ninety-Three Dollars (\$68,393) per year. The salary shall increase by the State of Michigan Department of Treasury Property Tax Inflationary Adjustment Factor (limit 5%0 or 2%, whichever is more, effective July 1, 2026. and by the State of Michigan Department of Treasury Property Tax Inflationary Adjustment Factor (limit of 5%) or 2%, whichever is more, on July 1, 2027. All such salary shall be paid in a manner similar to other employees.

Deleted: September 5

Deleted: , 2023

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Deleted: 56

Deleted: 400

Deleted: 4

Deleted: All such salary shall be paid in a manner similar to other employees, specifically salary department heads and supervisors.

Deleted: The Clerk salary shall also be open to a wage opener, said wage to be effective July 1, 2024, to account for training, experience, and efficiency gained during employment, to be negotiated and approved by the City Manager.¶
¶

Deleted: 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.

Deleted: SECTION NO. 7 - VACATIONS¶

¶ A). The Clerk 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

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SECTION NO. 6 - COMPENSATORY TIME/OVERTIME

The City Clerk shall be entitled to compensatory time.

SECTION NO. 7 - PROFESSIONAL MEMBERSHIPS & FEES

The Clerk shall maintain and retain credentials for CMC, QVF, and MiMPC (or equivalents). The Employer agrees to pay annual membership fees and training expenses for Clerk that are required, common, or customary to the job of a Michigan municipal Clerk.

SECTION NO. 8 - ARBITRATION

Any dispute, controversy or claim between the Clerk and the City regarding the terms and conditions of this agreement or the breach thereof, the Clerk'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 Clerk and the City shall each be responsible for their own costs and attorney's fees unless otherwise ordered by the arbitrator in a final award.

SECTION NO. 9 - 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.

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City Council Approved

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June 9, 2025

SECTION NO. 10 - REPRESENTATIONS

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The Clerk hereby represents to the City that she is of sound moral character and that she has never been convicted of any crime, whether felony or misdemeanor, excluding minor traffic offenses, and that she 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 Clerk will execute any waivers or releases necessary to allow the City to conduct a background check to verify these representations of the Clerk. If, as a result of said background check, the City acquires any information indicating that any such representations by the Clerk are untrue, it shall provide such information to the Clerk forthwith, who shall have a reasonable opportunity to respond to such information. If the City then finds that the Clerk 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. 11 – BINDING EFFECT

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This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

SECTION NO. 12 - TERM OF AGREEMENT

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A). This agreement shall continue in full force and effect until the 30th day of June, 2028.

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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 of 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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City Council Approved

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June 9, 2025

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

RENEE KRAFT
City Clerk

By _____
Nate Henry, Mayor

By _____
Renee Kraft, City Clerk

Deleted: David A. Krueger

By _____
Renee Kraft, City Clerk

Deleted: Connie Olger

APPROVED AS TO FORM:
Michael Gildner,
City Attorney

City Council Approved

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June 9, 2025

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Appendix “A”
JOB DESCRIPTION

| City Council Approved

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City of Swartz Creek
Job Description

City Clerk
REVISED: August 2023

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.
- 12.

City Council Approved

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REQUIRED KNOWLEDGE, ABILITIES, AND SKILLS:

- Working knowledge of the principles and practices including human resources, workmen's compensation and personnel administration and records management.
- Working knowledge of state election laws and procedures.
- Working knowledge of Qualified Voter System.
- Working knowledge of word processing, spreadsheet and database programs (Microsoft Word, Excel, Access, and BS&A applications).
- Working knowledge of record keeping and filing systems.
- Ability to operate standard office equipment, including word processor, copier and telephone system.
- Ability to communicate clearly and effectively, orally and in writing, with co-workers, supervisors and the general public.
- Ability to write reports and correspondence.
- Ability to understand and follow complex oral and written instructions.
- Ability to operate a keyboard, copier and other office equipment, lift loads of up to 25 pounds, sit for prolonged periods of time, hear verbal communications on the phone and in an office environment, read and manipulate written text.
- Knowledge of policies and procedures specific to the Clerk's office and human resources administration practices strongly preferred.
- Ability to handle highly sensitive and confidential information with complete discretion.
- Ability to critically assess situations and solve problems, communicate effectively in normal or contentious situations, and work well under stress and within deadlines.
- Ability to establish and maintain effective working relationships with employees, supervisors, City officials, other professionals, and the general public.
- Ability to attend meetings outside of normal business hours and work very long hours during elections or as needed.

MINIMUM QUALIFICATIONS:

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

Approved:

Adam Zettel, City Manager

Date

City Council Approved

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June 9, 2025

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PROFESSIONAL SERVICES AGREEMENT
Between
CITY OF SWARTZ CREEK
And
TREASURER, AMY NICHOLS
~~JULY 1, 2025~~ - JUNE 30, 2028

Deleted: SEPTEMBER 5, 2023

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This Amended and Restated Labor Agreement is made this ____ day of June, 2025, between the City of Swartz Creek, a Michigan Municipal Corporation, hereinafter referred to as the "Employer" or the "City" and the Amy Nichols, hereinafter referred to as the "Treasurer."

Deleted: August 2023

WHEREAS, section 4.2 of the City Charter provides that the appointive office of Treasurer shall be filled by the City Manager with approval of the City Council; and

WHEREAS, section 7.4 of the City Charter provides for the fundamental duties of the Treasurer; and

WHEREAS, Many terms and conditions of employment that were previously included in prior versions of this employment agreement are now provided for as general employment terms and conditions within the Personnel Policies Manual, as amended from time to time; and

WHEREAS, Mrs. Nichols and the City have come to an agreement on specific terms and conditions regarding the city's appointment of her to the office of Treasurer.

Deleted: **WHEREAS**, the City and the Treasurer have established terms and conditions for employment with as documented in a Professional Services Agreement between the City of Swartz Creek and the Deanna Korth, current City Treasurer; and¶

¶ **WHEREAS**, the current City Treasurer will be retiring, effective at the end of October 31, 2023, necessitating the transfer of routine official duties to another qualified individual; and¶

NOW, THEREFORE, the City and the Treasurer hereby agree to the following:

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 Treasurer.

SECTION NO. 3 - ACKNOWLEDGEMENTS

The City, acting by and through its City Council, and the Treasurer hereby acknowledges the appointment of Mrs. Nichols to the position of the Treasurer, including the related accumulated years of service, vesting of benefits, and other employment attributes herein conditioned upon accumulated years of service or initial employment date with the City. The Treasurer acknowledges the management rights of the City and agrees to abide by the Personnel Policies Manual, as modified from time to time. The City and Treasurer agree that, when a conflict between the Personnel Policies Manual and this Agreement exists, this Agreement shall apply to the extent that it is permissible by state, federal and local law.

SECTION NO. 4 - CHARTER REQUIREMENTS

The Treasurer acknowledges that she is familiar with the City Charter and that she has reviewed the provisions thereof, particularly those which describe the powers, functions, duties and responsibilities of the Treasurer, and further acknowledges that she is capable of complying with such Charter requirements as to the exercise of such powers, functions and duties and agrees to do so.

SECTION NO. 5 - SALARY

Commencing on September 5, 2023, the Treasurer shall receive a salary of Fifty-Nine Thousand ~~Four Hundred Eighty-Three~~ Dollars (\$59,483) per year. The salary shall increase by the State of Michigan Department of Treasury Property Tax Inflationary Adjustment Factor (limit 5%) or 2%, whichever is more, effective July 1, 2026 ~~and by the State of Michigan Department of Treasury Property Tax Inflationary Adjustment Factor (limit of 5%) or 2%, whichever is more, on July 1, 2027. All such salary shall be paid in a manner similar to other employees.~~

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SECTION NO. 6 - COMPENSATORY TIME/OVERTIME

The City Treasurer ~~shall be entitled to compensatory time.~~

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¶
The Treasurer salary shall also be open to a wage opener, said wage to be effective July 1, 2024, to account for training, experience, and efficiency gained during employment, to be negotiated and approved by the City Manager.¶

SECTION NO. 7 - PROFESSIONAL MEMBERSHIPS & FEES

The Treasurer shall maintain and retain credentials for MiCPT (or equivalent). The Employer agrees to pay annual membership fees and training expenses for Treasurer that are required, common, or customary to the job of a Michigan municipal Treasurer.

Deleted: 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.

SECTION NO. 8 - ARBITRATION

Any dispute, controversy or claim between the Treasurer and the City regarding the terms and conditions of this agreement or the breach thereof, the Treasurer'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 Treasurer and the City shall each be responsible for their own costs and attorney's fees unless otherwise ordered by the arbitrator in a final award.

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¶

A). The Treasurer 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

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SECTION NO. 9 - 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,

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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. ~~10~~ - REPRESENTATIONS

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The Treasurer hereby represents to the City that she is of sound moral character and that she has never been convicted of any crime, whether felony or misdemeanor, excluding minor traffic offenses, and that she 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 Treasurer will execute any waivers or releases necessary to allow the City to conduct a background check to verify these representations of the Treasurer. If, as a result of said background check, the City acquires any information indicating that any such representations by the Treasurer are untrue, it shall provide such information to the Treasurer forthwith, who shall have a reasonable opportunity to respond to such information. If the City then finds that the Treasurer 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. ~~11~~ - BINDING EFFECT

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This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

SECTION NO. ~~12~~ - TERM OF AGREEMENT

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A). This agreement shall continue in full force and effect until the 30th day of June, 202~~8~~.

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

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

(Signature Page to Follow)

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

CITY OF SWARTZ CREEK
A Michigan Municipal Corporation

AMY NICHOLS
Treasurer

By _____
Nate Henry, Mayor

By _____
Amy Nichols, Treasurer

By _____
Renee Kraft, City Clerk

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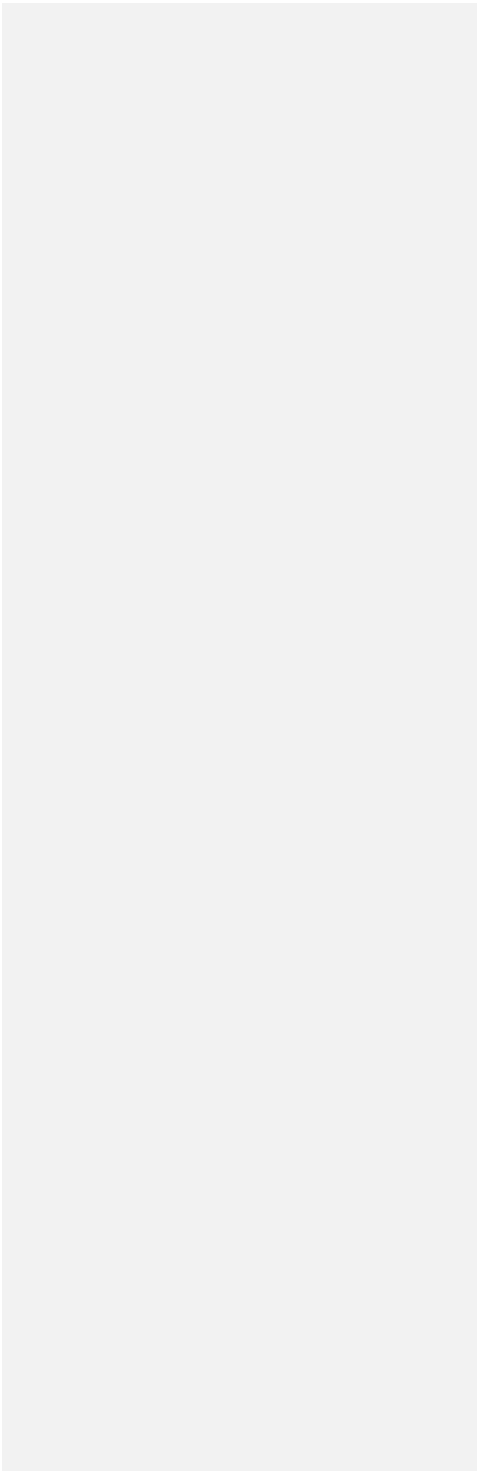
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APPROVED AS TO FORM:
Michael Gildner,
City Attorney

Appendix “A”

JOB DESCRIPTION



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 oversees 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. Monitor daily operations including cash receipts, bank deposits, bank reconciliations, accounts payable/receivable financial reporting and posting of funds.
18. Coordinate the security and investment of city funds as directed by the City Manager.
19. Review and report on programs and activities influencing the city's financial condition.
20. Oversee utility billing as it pertains to collection of accounts receivable.
21. Oversee 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. Assist the Clerk to administer elections consistent with federal, state and local laws. Publish notices, issue absentee ballots and forward required documentation to County, State and other organizations as required.
26. Support the office of the Clerk during absences or times of limited staff to perform records management, FOIA processes, administrative HR functions, meeting & minute functions, and publications.
27. 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.

City Council Approved

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June 9, 2025

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- 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.
- Knowledge of policies and procedures specific to the Clerk's office, elections, and human resources administration practices strongly preferred.
- Ability to attend meetings and functions outside of normal business hours during elections or as needed.
- 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:

City Council Approved

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June 9, 2025

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PROFESSIONAL SERVICES AGREEMENT
Between The
CITY OF SWARTZ CREEK, MICHIGAN
And
ADAM ZETTEL

This agreement is made this ____ day of June, 2025 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, a Michigan Certified Assessing Officers License, and Michigan Realtor License; and

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WHEREAS, Many terms and conditions of employment that were previously included in prior versions of this employment agreement are now provided for as general employment terms and conditions within the Personnel Policies Manual, as amended from time to time; and

Deleted: 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

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.

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City Council Approved

Page 1 of 6

June 9, 2025

The City also acknowledges that the Manager brought four years and two months of prior service to the position, as it relates to the accumulation of vacation time (Resolution 150622-16)

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.

SECTION NO. 3 - SALARY

Commencing on July 1, 202~~5~~, the Manager shall receive a salary of One Hundred Ten Thousand Seven Hundred Ninety-Two Dollars (\$110,792) per year. The salary shall increase by the State of Michigan Department of Treasury Property Tax Inflationary Adjustment Factor (limit of 5%) or 2%, whichever is more, effective July 1, 202~~6~~ and by the State of Michigan Department of Treasury Property Tax Inflationary Adjustment Factor (limit of 5%) or 2%, whichever is more, on July 1, 202~~7~~. All such salary shall be paid in a manner similar to other employees.

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.

SECTION NO. 4 – AUTOMOBILE ALLOWANCE

The Manager shall receive an automobile allowance.

SECTION NO. 5 – RETIREMENT & DEFINED CONTRIBUTION PROGRAMS

A). The City Manager shall participate in the M.M.E.R.S. defined contribution plans.

SECTION NO. 6 - COMPENSATORY TIME

The City Manager shall be entitled to compensatory time.

SECTION NO. 7 - 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

City Council Approved

Page 2 of 6

June 9, 202~~5~~

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¶
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.

¶

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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. 8 - DISCHARGE

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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. 9 - TERMINATION BY MANAGER; RESIGNATION

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City Council Approved

Page 3 of 6

June 9, 2025

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. 10 - 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.

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SECTION NO. 11 - 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.

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SECTION NO. 12 - 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.

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SECTION NO. 13 - 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.

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SECTION NO. 14 - REPRESENTATIONS

The Manager hereby represents to the City that he is of sound moral character

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City Council Approved

Page 4 of 6

June 9, 2025

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. 15 – BINDING EFFECT

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This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

SECTION NO. 16 – APPLICABLE LAW

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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.

(Signature Page to Follow)

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City Council Approved

Page 5 of 6

June 9, 2025

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:

MANAGER:

By: Nate Henry, Mayor

Adam H. Zettel

Deleted: Dave Krueger

By: Renee Kraft, City Clerk

Deleted: Connie Olger

APPROVED AS TO FORM:
Michael Gildner, City Attorney

City Council Approved

Page 6 of 6

June 9, 2025

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CITY OF SWARTZ CREEK

PERSONNEL POLICIES MANUAL

CITY OF SWARTZ CREEK PERSONNEL POLICIES MANUAL

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CITY OF SWARTZ CREEK
FOREWORD TO THE PERSONNEL POLICIES MANUAL

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 their 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 their abilities and shall be responsible for their 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
PERSONNEL POLICIES MANUAL

PREFACE: CODE OF ETHICS

1. *Conflicts of Interest*

Purpose: The duty of a public servant, including employees (excluding volunteers), elected officials, and appointed officials with the city, is to represent the best interests of the public entity, and to serve the entity with the highest degree of loyalty. This standard is at the heart of any code of ethics. The absence of an easily understood standard regarding conflicts of interest diminishes the effectiveness of a code of ethics, and ignores the primary reason for having one. The fundamental concept is that a public servant is not to exploit this position of power.

- A public servant shall not make a loan of public funds, grant a subsidy, fix a rate, issue a license, permit or certificate, participate in the negotiation or execution of contracts or otherwise regulate, supervise or participate in a decision that pertains to an entity in which the public servant, or a member of his or her immediate family, has a direct ownership interest.
- A public servant shall not solicit or accept a gift or loan of money, compensation, goods, services, or other things of value which would tend to influence the manner in which the officer or employee performs his or her official duties.
- A public servant shall not represent his or her personal opinion as that of the city.
- A public servant shall not accept any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a contract or order.
- A public servant shall not retain a person to solicit or secure a contract with the local government upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee where the public servant would otherwise be prohibited from soliciting or securing such for himself.
- A public servant shall not be a party, directly or indirectly, to any contract with the city except for the renewal or negotiation of an employment or independent contractor contract with a city officer or employee, or a collective bargaining agreement or contracts with any bona fide union.

- Except for personal employment agreements authorized by the governing body, a public servant shall not solicit, negotiate, renegotiate, or approve, directly or indirectly, any contract, or amendment of any contract, with the city and 1) himself or herself, 2) any partnership, limited liability company or unincorporated association, or other legal entity of which the officer or employee is a partner, member, owner or part owner or employee, 3) any corporation in which the officer or employee is an owner or stockholder of more than one percent (1%) of the total outstanding stock of any class where the stock is not listed on an exchange or of value of \$25,000 or more where the stock is listed on a stock exchange or of which the public servant is a director, officer, or employee, or 4) any trust of which the officer or employee is a beneficiary or trustee, or represents any party to such contract.

2. *Disclosure*

Purpose: If a government is to be both transparent and accountable, the public must know of real and potential conflicts of interest. The general public, and those within the local government organization, are entitled to know about the relationships and circumstances which might influence a public servant's performance of duty, and which might diminish an official's independence and objectivity. Public disclosure makes it possible to evaluate the potential effects of these interests upon the public official, and to prohibit participation in decision making, in the public interest. Questions about which information, how much, and when to disclose it should be resolved in favor of full, and timely, public disclosure.

- A public servant or a member of his or her immediate family shall not engage in business with the city, directly or indirectly, or have any financial or personal interest in any business transaction with the city without filing a complete disclosure statement for each business activity, prior to engaging in the activity.
- A public servant shall not participate, as an agent or representative of the city, in approving, disapproving, voting upon, abstaining from voting, recommending or otherwise acting upon any matter in which he or she or an immediate family member has a direct or indirect financial interest without disclosing the full nature and extent of his/her interest.

3. *Impartiality*

Purpose: Public officials must assure the public that, except for publicly approved pay and related benefits, they receive no benefits or services that are not available to any member of the public.

- It is the intent of this Code that a public servant shall avoid any action which

might result in, or create the appearance of,

1. Using public office or employment for private gain.
 2. Giving improper preferential treatment to any person or organization.
 3. Impeding government efficiency or economy.
 4. A lack of independence or impartiality of action.
 5. Making a government decision outside of official channels.
 6. Affecting adversely the confidence of the public in the integrity of the local government.
- No public servant shall request, use or permit the use of any consideration, treatment, advantage or favor beyond that which is the general practice to grant or make available to the public at large. All public servants shall treat all citizens of the local community with courtesy, impartiality, fairness, and equality under the law.

4. *Improper Use of Position*

Purpose: To the public, an official is the governmental organization. An official's misuse of his or her position not only destroys public confidence in that public official, but it also destroys trust and confidence in the governmental organization as well. A public official must use the position and power of public office for the benefit of the community as a whole. Thus, a public official should not receive a greater benefit from his or her actions than anyone else in the community. Although this standard may seem unnecessary because the potential effect of the misconduct is so obvious, a clear and specific statement establishes for all the assurance that abuse or exploitation of public office or public employment will not be tolerated.

- A public servant shall not make any policy statements which promise to authorize or to prevent any future action, agreement, or contract, when, in fact, the public servant has no authority to do so.
- A public servant shall not act on behalf of the city in the making of contracts when, in fact, he or she has no authority to do so.
- A public servant shall not make policies that affect the citizens of the community that are not authorized by the local government Charter, Code of Ordinances, governing body, an authorized agency of the local government, or its adopted policies.

- A public servant shall not use their official position in violation of federal or state law, or to obtain or to create the appearance to obtain a private gain for the public servant in return for improperly influencing a decision of the mayor, of the city council, of the city clerk, or of a member of a city authority, board, commission, committee, council or group, or other city agency.
- A public servant shall not use, or attempt to use, his or her official position to secure, request or grant, any privileges, exemptions, advantages, contracts, or preferential treatment for themselves, a relative, their immediate family, or others.
- A public servant shall not use their public office and employment for personal gain, or use or attempt to use their official position to secure special privileges or exemptions for themselves, or others, except as provided by law.
- A public servant shall not make or participate in making a decision in their capacity as a public servant knowing that the decision will provide him or her, a member of their immediate family, or a business with which they are associated, a financial benefit of more than an incidental nature which is distinguishable from the benefits to the public servant as a member of the public or as a member of a broad segment of the public.
- A public servant shall not take any action or create the appearance of making a government decision outside official channels.
- A public servant shall not take any action or create the appearance of impeding government efficiency or economy.
- A public servant shall not take any action or create the appearance of giving preferential treatment to any organization or person.
- A public servant shall not take any action, or create the appearance, that adversely affects the confidence of the public in the integrity of the city.
- A public servant shall not interfere with the ordinary course of law enforcement within the city, and shall not suggest or request special favors or consideration or of any law enforcement person of the city, including the city manager, chief of police, police officers, ordinance officers, city attorney or administrative staff, concerning any city law enforcement matter including, but not limited to, parking tickets, traffic tickets, ordinance tickets, or the enforcement of city codes.

5. Incompatible or Dual Employment

Purpose: Dual employment or dual representation by a public official can cause a conflict of interest between the discharge of official duties and the requirements of another employer. Such a conflict might impair the official's independent judgment. However, it may be possible to permit a public servant to participate in discussion or decision making due to "necessity," as determined by the public body, provided that full, timely, and public disclosure takes place prior to discussion and action.

- A public servant shall not engage in or accept employment, or render services, for a private or public interest where such employment or service is incompatible or in conflict with the proper discharge or performance of the public servant's official duties and responsibilities for the city, or where such employment or service is reasonably expected to impair the public servant's independence of judgment or action in the discharge of his or her official duties and responsibilities for the city.
- A public servant shall not act, for compensation from any person other than the municipality, as an agent, attorney, or representative for another person, business or organization in any matter that is pending before a city agency other than in the course of the duties and responsibilities of their office or employment pursuant to duties assigned by city employee unions other than themselves before the governmental body of which the public servant is a member or employee.
- A public servant may represent another person, business, or organization before city agency where such representation is a required part of the public servant's official duties.
- A public servant shall not engage in private employment with, or render services for, any private person who has business transactions with the city, without first making a full public disclosure of the nature and extent of such employment.
- A public servant who, while a city employee, is participating directly or indirectly in the procurement process, shall not become or be the employee of, or perform a service for, any person who is contracting with the city.
- An elected public servant shall not engage in employment with any other agency or department of the city.

6. *Nepotism*

Purpose: Whether deserved or not, the limitation or prohibition of public service by certain persons related by blood, adoption or marriage, to others within the governmental organization avoids actual and perceived favoritism or partiality. The very fact of the relationship creates the perception of unfairness. In smaller

communities, it may be common for related parties to work for, or to serve in, the local government, particularly in dual-income families. In these situations, the perception of favoritism can be reduced if the local government requires that such relationships be fully and publicly disclosed.

- A public servant shall not cause the employment or any favorable employment action of an immediate family member, or participate in any employment decision about such family member.
- The spouse of any elected city official, or the city manager, shall be disqualified from holding any appointive office. The immediate family members of any elected official, or the city manager, or the spouses of any such family members shall be disqualified from holding full-time or permanent part-time employment exceeding ten hours per week with the city during the term served by the elected official or during the tenure of the city manager. Those persons holding such employment or appointed positions prior to an election, shall not be removed from such position or be disqualified.

7. Personal Interests

Purpose: The existence of a private business relationship between a public official and the municipality presents the opportunity for real or perceived abuse of public office. To protect the interests of all, the relationship should either be avoided, or should be fully and publicly disclosed. This standard is akin to incompatible employment in that the conduct is detrimental to the objectivity of the public servant. However, participation in discussions or actions may be permitted if there is a showing of "necessity," as determined by the public body, provided that full public disclosure, and explanation, takes place.

- A public servant shall not engage in any act or business transaction which may cause them or their immediate family or business that they are associated with to derive a personal profit or gain directly or indirectly as a result of their official position or authority or omission in the discharge of their official duties for private gain or use their official position or authority to profit from a business transaction or act in an official capacity on matters in which they have a private financial interest clearly separate from that of the general public.
- A public servant shall not speculate or deal in equipment, supplies, materials, or property purchased by or sold to the city.

- A public servant shall not hold a substantial financial interest, i.e., any stake, including stockholder, partner, joint venture, creditor, guarantor or director, in a firm which provides services or supplies, materials or equipment to the city, *excluding* holding an interest in a firm providing services or supplies, materials, or equipment to the city where, after reporting the conflict, 1) the contract for services or supplies, materials, or equipment is awarded pursuant to sealed bids, 2) the public servant is not involved, directly or indirectly, with making the decision on the award of the contract or with the city department for which the contract relates, and 3) the city council determines, after reviewing the circumstances, that the award of the contract would be in the best interests of the city.

8. *Political Activity*

Purpose: Public officials do not waive their constitutional rights upon assuming a position in a municipal government. However, reasonable limits can be established so that there is no public subsidy of the political activity. Political activity by public officials and employees jeopardizes the goal that the governmental unit will be objective and fair, and treat all equally. Local government assets such as employees' time, materials, and other resources belong to the public, and should not be used for personal or political purposes. Public officials must use public assets for authorized purposes only, and not for personal political benefit, or for the political benefit of someone else. Political activity should not be permitted under any circumstance during business hours.

- A public servant shall not use any city time or property for his or her own political benefit or for the political benefit of any other person seeking elective office, provided that the foregoing shall not prohibit the use of property or facilities available to the general public on an equal basis for due consideration paid.

9. *Public Information*

Purpose: Government insiders are often "those in the know," with access to information that may not be generally available. To avoid abuse of a public position, information must be used only as authorized, and not for personal benefit or advancement.

- A public servant shall not benefit financially or further his or her private economic interests or that of a relative or any other person from confidential information acquired in the course of holding office or employment, or knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

- Except as authorized by law, a public servant shall not knowingly disclose to a third party or any unauthorized person confidential information that is acquired in the course of their employment, or in the course of holding office including, but not limited to, information provided, obtained or discussed in closed or executive sessions of city council in advance of the time prescribed by the governmental body, department head, city manager or law for its authorized release to the public, except as otherwise required or permitted by law.
- A public servant shall not use information protected from disclosure by the Michigan Freedom of Information Act, which they have obtained by reason of such position or authority.
- A public servant shall not disclose any confidential information, without prior formal authorization of the public body having jurisdiction, concerning any city official or employee, or any other person, or any property or governmental affairs of the city.
- A public servant shall not suppress or refuse to provide city reports or other information, which is publicly available.
- A public servant shall not suppress any public city report, document, or information available to the general public because it might tend to affect unfavorably his or her private financial or political interest.

10. Public Property and Personnel

Purpose: Public resources or assets that are not offered to the general public are not to be used by the public official or anyone else for private purposes. To do so subsidizes private activities with public dollars.

- Unless judiciously and solely in accordance with prescribed constitutional, statutory, and regulatory procedures, a public servant shall not request, directly or indirectly use misuse or permit others to use any city-owned real or personal property, vehicle, equipment, material, labor or service, city funds, city personnel, or any other tangible city assets for commercial gain, for personal gain or benefit, or personal convenience or private advantage of himself or herself or any other person for private economic interest or that of a relative or a business entity with which they are associated or the private benefit of a third party.

INTRODUCTION TO THE MANUAL

1.1 Purpose of the Manual

The purpose of this manual is to establish formal policies and procedures to guide personnel matters and ensure consistent and equitable treatment of employees, officials, volunteers, and members of the public interacting with the City of Swartz Creek (City). Management reserves the right to modify, remove, or supplement provisions contained within this Personnel Policies Manual. Such modifications may be implemented through collective bargaining agreements, memorandums of understanding, amendments approved by the City Council, or administrative policies and directives authorized by this manual (e.g., notifications regarding specific break times). This manual does not constitute an employment contract between the City and any employee or group of employees. Employees are responsible for familiarizing themselves with the contents of this manual.

1.2 Application of Policies

These policies and procedures apply to all public servants of the City unless explicitly stated otherwise. In circumstances where collective bargaining agreements, individual employment agreements, city charter provisions, city ordinances, rules of procedure, or insurance plan documents explicitly differ from these policies, the provisions of the relevant agreement or document shall take precedence. In all other circumstances, this manual shall serve as the authoritative guide for personnel matters.

These policies supersede past practices and previous policies. Public Servants shall include:

- Employee: Individuals classified as exempt or non-exempt payroll employees under a collective bargaining agreement personal contract, or executed offer of employment with the City, each having an associated job description. Examples include maintenance workers, the City Manager, and the Treasurer.
- Official: Individuals (paid or unpaid) elected or appointed through legislative action, contract, or similar means to serve the City officially. Examples include the Mayor, Planning Commission members, Election Workers, and the Contract Assessor.
- Volunteer: Individuals performing enumerated or general responsibilities for the City in an uncompensated and temporary capacity. Examples include interns, park volunteers, and groundskeepers.

Third Party Service Providers, who may also be referenced in this manual, are employed by external agencies or companies but may act officially on behalf of or represent the City. Examples include the Cross-Connection Program Administrator, City Attorney, and City Engineering Providers.

1.3 Employer Rights

The City maintains exclusive authority to manage and operate City functions.

Management rights include, but are not limited to, determining services and operational methods, equipment, staffing levels, classification of positions, the number and nature of facilities and departments, and their locations. Management also reserves the right to direct and control operations, maintain order and efficiency, implement new methods and technology, and undertake actions typically associated with municipal management.

Additionally, the City exclusively reserves the right to hire, promote, assign, transfer, suspend, discipline, discharge, lay off, and recall employees. The City may establish work rules and associated disciplinary measures, evaluate performance and skill, set workloads, determine and modify work schedules, and assign temporary or relief personnel.

1.4 At-Will Employment and Exceptions

Certain employees of the City are designated as “at-will.” An at-will employment designation means the City may terminate such employees at any time, with or without cause or notice. Similarly, an at-will employee may voluntarily resign at any time, with or without cause or notice.

Changes to an employee’s at-will status may not occur through any written or oral representation unless expressly documented and approved by the City Council.

Employees represented by collective bargaining agreements or subject to individual employment contracts are generally not classified as at-will and must refer to their respective agreements for guidance on disciplinary actions and termination procedures.

1.5 Distribution

All City employees and officials shall receive a copy of this manual. Each recipient shall sign and return a certification form acknowledging receipt and review of the manual. The City Manager will promptly distribute updates and revisions of this manual to all affected parties. Additionally, the manual shall be accessible for inspection at City Hall during standard business hours.

Volunteers and Third Party Service Providers may receive relevant excerpts of the manual pertinent to their responsibilities and relationship with the City. Excerpts may be provided directly to individuals or through a designated liaison responsible for dissemination within their respective organizations.

1.6 Severability

Should any provision of this manual conflict with state or federal laws or be invalidated by a court of competent jurisdiction, such provisions shall be considered severable, and the remaining provisions shall remain fully enforceable and effective.

2. WORKFORCE

2.1 Public Servant Responsibilities

Public Servants are expected to exercise sound judgment in their conduct, particularly considering the impact of their actions on peers and the City's public image.

Responsibilities of each Public Servant include:

- Treating fellow Public Servants and the public courteously and respectfully.
- Adhering to the highest ethical standards in interactions with public officials, employees, volunteers, residents, consultants, and contractors.
- Recognizing and actively opposing discrimination based on race, color, religion, national origin, sex, marital status, sexual orientation, age, disability, genetic information, political affiliation, or other protected categories as defined by applicable laws.
- Executing job duties efficiently, competently, safely, and to the best of their abilities.
- Consistently adhering to applicable work rules, policies, and procedures.

2.2 Employee Types

The City's workforce consists of various employee categories based on employment arrangements. Unless otherwise specified or addressed by collective bargaining agreements, all employees must comply with this Personnel Policies Manual and report to the City Manager and their respective department heads. Employee categories are defined as follows:

- **Full-Time Employees:** Regularly scheduled for forty (40) hours per week. Some full-time employees are members of recognized labor organizations and governed by collective bargaining agreements or individual employment contracts.
- **Part-Time Regular Employees:** Employed year-round and regularly scheduled for less than forty (40) hours per week, except during periods of temporary coverage or increased operational demands. Employees in this category are not eligible for employee benefits unless explicitly stated otherwise.
- **Irregular Part-Time, Seasonal, and Temporary Employees:** Employed on a limited-term or as-needed basis, either part-time or full-time. The City Manager, in consultation with relevant department heads, determines hourly compensation. Employees in this category are not eligible for employee benefits.
- **Volunteers & Interns:** Unpaid individuals who receive no employee benefits. Volunteers and interns may receive monetary or non-monetary recognition, including job training, at the City Manager's discretion. The City may require pre-qualification tests, including background checks or physical exams, and appropriate waivers.
- **Probationary Employees:** Subject to an initial evaluation period as defined in Section 3 and relevant labor agreements.

3. EMPLOYEE SELECTION AND RELATED REQUIREMENTS

3.1 Equal Employment Opportunity

The City of Swartz Creek provides equal employment opportunities to all qualified individuals. Recruitment, hiring, and employment practices prohibit discrimination based on race, color, religion, sex, age, sexual orientation, national origin, political affiliation, marital status, disability, genetic information, or other legally protected classes.

3.2 Accommodation of Disabilities

In compliance with Michigan law and the Americans with Disabilities Act (ADA), the City provides reasonable accommodations for applicants and employees with disabilities, provided such accommodations do not create an undue hardship. Employees and applicants needing accommodations must submit written requests within 182 days from the date they know or reasonably should know an accommodation is necessary. Failure to timely notify the City may preclude accommodation-related claims.

3.3 Employment Postings

Vacancies for full-time positions are internally posted and may also be externally advertised through various media. Applications are available through the City Clerk's office. The City may engage external specialists or consultants for recruitment, testing, and evaluation.

3.4 Application for Employment

All employment applicants must complete a City employment application. Some positions may also require résumés. Applications provide necessary information regarding education, training, and qualifications. Collective bargaining agreements and the personnel policies manual may outline specific application procedures for unionized and other positions. Employment applications remain active for six (6) months, and internal candidates are encouraged to apply.

3.5 Rejection of Applications

Accuracy of applicant-provided information is crucial. Applications may be rejected, or current employees dismissed, for inaccuracies, omissions, or fraudulent representations. Rejection may also occur if applicants lack requisite qualifications or engage in deceptive practices during the selection process.

3.6 Background and Reference Checks

The City conducts background and reference verifications, including driver's license and driving record reviews for applicants operating City vehicles. Personal and professional

references, criminal histories, and credit checks may also be conducted. Applicants must provide consent and liability waiver forms.

3.7 Physical Examination and Drug Screening

Conditionally hired full-time employees must undergo and pass physical fitness evaluations and drug screenings conducted by City-designated physicians. The City covers associated costs. Seasonal employees may require periodic reevaluation upon reemployment.

3.8 Nepotism

To maintain impartial hiring and supervision, relatives of elected or appointed officials are ineligible for employment during the official's tenure. Relatives include individuals related by blood, marriage, or adoption, such as spouses, children, parents, grandchildren, grandparents, siblings, half-siblings, or spouses thereof. No employee shall be supervised by a relative. Exceptions apply to relatives already employed at the adoption date of this policy.

3.9 Probationary Period

New employees undergo a probationary period, typically twelve (12) months, unless specified otherwise. Probationary periods provide orientation, training, and performance assessment. The City may terminate employment during probation with or without cause or notice. Employees also may resign at any time during probation.

4. GENERAL OPERATING PROCEDURES

4.1 Work Day and Work Week

The City Manager, department head, or collective bargaining agreement establishes employee daily schedules. Work schedules may be adjusted to meet workload demands, operational requirements, or special circumstances, benefiting both employee and City. Full-time employees generally work eight (8) hours daily with lunch periods specified in labor agreements. Absent such agreements, lunch periods are unpaid. Part-time and seasonal employees may receive unpaid lunch periods at supervisory discretion. The standard full-time workweek consists of five (5) consecutive days totaling forty (40) hours. Shift times and lunch periods may vary based on operational needs.

Overtime work requires explicit approval from the department head, governed by guidelines detailed in Section 5, "Compensation and Classification."

4.2 Attendance

Consistent, punctual attendance is vital. Employees must adhere to scheduled start and end times, breaks, and lunch periods. Employees must notify supervisors of late arrivals

or absences within 30 minutes of the scheduled start time. Excessive tardiness or absence may result in disciplinary action, including termination.

4.3 Breaks

Employees may receive paid rest breaks as specified by labor contracts. Break scheduling is subject to operational needs. Breaks cannot be combined, accumulated, or used to adjust arrival or departure times without supervisory approval. Collective bargaining agreements provide additional guidance. Exempt employees are scheduled with the assumption of a 30 minute unpaid lunch for full shifts of eight hours or more.

4.4 Courtesy

Employees must promptly and tactfully address public inquiries or complaints. Employees must remain composed, direct inquiries appropriately, and exhibit professionalism during personal and indirect communications (e.g., phone, vehicle operation).

4.5 Personal Appearance

Employee appearance must reflect professionalism suitable to their roles and responsibilities. Inappropriate attire may result in employees being sent home to change. Supervisors determine appropriateness based on circumstances. For example, staff working an election may have different expectations than staff working in the city offices during a day in which the office is closed to the public.

4.6 Personal Hygiene

Employees must maintain high hygiene standards to ensure workplace comfort and safety. Cleanliness and neat grooming are required.

4.7 Drug-Free Workplace

The City enforces a drug-free workplace as detailed in Appendix A. Employees, especially those with Commercial Driver's Licenses (CDL), must adhere to random and reasonable suspicion drug testing protocols outlined therein.

4.8 Use of City's Resources

City resources, including vehicles, mail services, facilities, equipment, and personnel, must be used primarily for City business. Incidental personal use of certain resources, such as internet access, may be permitted during breaks, if it does not interfere with official duties, violate City policies, or create an appearance of impropriety. All exceptions to exclusive use must be approved by the City Manager or City Council.

4.9 Electronic Communications

Personal device usage during work must not interfere with City operations. Electronic communications resources are intended for official business, with limited incidental personal use. Employees must comply with guidelines specified in Appendix B. Electronic communications lack privacy protections and may be reviewed by the City. Violations may result in disciplinary action, including dismissal.

4.10 Visitors

Visitors must receive courteous assistance and supervision. Personal visits during work hours are discouraged. Visitors within work areas should be closely monitored, and unauthorized access to areas involving machinery, equipment, or other sensitive locations is prohibited except with explicit approval from a supervisor or the City Manager. Exceptions can be granted for special events or authorized visits with prior approval.

4.11 Care of Equipment

Employees must responsibly use and maintain City equipment. Equipment issues, collisions/damage, or misuse must be promptly reported. Violations may result in disciplinary action.

4.12 Expense Advances and Reimbursements

The City covers approved, documented expenses. Guidelines and reimbursement limits are detailed in Appendix C, requiring prior approval for overnight or out-of-state travel.

4.13 Employment and Credit Checks

Personnel information requests must route through the City Clerk. Employment verification is limited unless authorized by the employee.

4.14 Political Activity

Employees must refrain from political activities during compensated work hours or using City resources. Political engagement must not imply City endorsement or affiliation.

4.15 Harassment

Harassment is strictly prohibited and subject to disciplinary action. Procedures for reporting and addressing harassment are detailed in Appendix D.

4.16 Workplace Violence

The City of Swartz Creek prohibits acts or threats of violence directed toward employees, citizens, elected officials, visitors, or others on City property. Any person engaging in such behavior will be subject to disciplinary action, removal from City property, or criminal prosecution. All employees are required to promptly report any threats or violent acts they

experience or witness to their department head or the City Manager.

4.17 Weapons

Employees may not possess or carry weapons on duty, including concealed weapons. Violations result in disciplinary action.

Temporary or permanent exclusions to this provision may be permitted with written authorization by the City Manager if there is a documented, reasonable concern for personal or public safety and the individual is licensed to carry a concealed weapon under Michigan law.

4.18 Smoking and Tobacco Products

The use of tobacco products, including but not limited to traditional cigarettes, electronic cigarettes (e-cigarettes), vaporizers, vape pens, and all similar inhaled or smokeless devices, is prohibited in all City facilities, vehicles, and equipment.

Employees wishing to use any tobacco or nicotine delivery product must do so during designated break periods and only in designated smoking areas. All related waste must be properly discarded. Use of such products should be away from public view when possible, particularly for smokeless tobacco. This policy is intended to promote a clean, professional, and health-conscious work environment.

4.19 Safety

Employees must follow established safety protocols and are expected to report any unsafe conditions, hazards, or potentially unsafe situations to their supervisors immediately. Employees should also be aware that additional written departmental or City-wide safety policies may exist and must be adhered to as part of their responsibilities.

4.20 Right-To-Know

The City provides required disclosures regarding hazardous materials exposure. Employees must familiarize themselves with posted information.

4.21 Gifts and Gratuities

Employees must not solicit or accept gifts, gratuities, or other items of value from vendors, contractors, or individuals doing business with the City, except for items of nominal value (e.g., promotional items, light refreshments at meetings) that do not influence or appear to influence official decisions. Gifts intended for the benefit of the City as a whole require prior approval from the City Manager.

4.22 Outside Employment

Employees seeking outside employment must obtain supervisory approval. The department head will evaluate whether a conflict of interest exists or if the employee's ability to perform their City duties will be impaired. Employees may not wear City uniforms, apparel, or identification while performing outside work.

4.23 Personal Articles in Workplace

The City is not liable for personal property loss or damage unless specifically addressed in labor agreements.

4.24 Key and Property Dispersal

Employees receiving City keys or equipment must complete dispersal forms and return items upon request or employment termination.

4.25 Internal Complaint/Grievance Procedure

Employees must first discuss grievances with supervisors before submitting written complaints to the City Manager. Confidentiality is maintained as practicable. Employees covered by collective bargaining agreements should refer to their respective contracts for grievance procedures, which may take precedence over the general process outlined here.

4.26 Romantic Relationships

Consensual romantic or sexual relationships between supervisors and subordinates are strongly discouraged due to the potential for conflicts of interest, perceived favoritism, and adverse impacts on morale. Any such relationship must be promptly disclosed to the City Manager. Upon disclosure, the City will take appropriate measures to eliminate the supervisory relationship, such as reassignment, to prevent any conflict. The supervisor involved must recuse themselves from employment-related decisions affecting the subordinate. Failure to disclose such a relationship may result in disciplinary action. This policy applies regardless of the gender of the individuals involved.

4.27 Open Door Policy

Employees may discuss concerns with supervisors or the City Manager for resolution.

4.28 Searches

Work areas and personal belongings are subject to City-conducted searches as needed.

4.29 Audio and Video Recording

Recording and/or transmitting of audio, video, or other data on city property and/or while conducting city business is prohibited without consent of all parties. Official meetings and

authorized gatherings are exempt.

4.30 Public Relations/Media

The City of Swartz Creek will generally provide a response to media inquiries within 24 hours of receipt. Individuals designated to speak on the City's behalf are the City Manager or their designee. No other employee shall represent the City in any official capacity to the media unless explicitly authorized. Exceptions may be made for technical subject matter experts designated to speak on specific issues, such as department heads or qualified external representatives.

All verbal or written media inquiries must be referred to the City Manager, who will respond directly or assign a spokesperson as appropriate. This policy does not prohibit elected officials or employees from speaking to the media in a personal capacity, provided they do not present themselves as speaking on behalf of the City.

Press releases must be approved by the City Manager prior to distribution. Quotes attributed to staff members must be reviewed and approved by the quoted individual. Partner organizations referencing the City in their media communications must also submit draft releases to the City Manager for review prior to distribution.

4.31 Use of City Vehicles

City vehicle use must adhere to the procedures outlined in this manual, including requirements for routine maintenance, travel documentation, reimbursement claims, and restrictions on personal use. Employees assigned a designated vehicle must park it on City property unless otherwise authorized by the City Manager. Personal use is permitted only when specifically allowed under employment contracts or for employees on official on-call duty. Use of marked or unmarked vehicles must follow IRS reporting guidelines for fringe benefits, and failure to document usage may result in the classification of all off-duty use as taxable. Non-designated vehicle use for City business is subject to pre-approval and mileage reimbursement as detailed in the policy.

4.32 Mobile Phone Policy on Distracted Driving

The City of Swartz Creek prioritizes the safety of all employees and the public. In accordance with best practices and applicable traffic safety laws, employees are expected to minimize distractions while operating motor vehicles in the course of their duties.

Employees shall not use handheld mobile electronic devices while operating a vehicle in any of the following circumstances:

- When driving a City-owned, leased, or rented vehicle;
- When driving a personal vehicle while conducting City business;
- When operating any motor vehicle on City property (unless the vehicle is parked);

- When using a City-owned or leased mobile electronic device;
- When conducting City business using any mobile electronic device.

Hands-free communication may be used when safe and lawful to do so. Employees are expected to use good judgment and prioritize safety. If a hands-free call or communication would pose a distraction due to traffic, road, or weather conditions, employees should delay communication until the vehicle is safely parked.

Violations of this policy will be addressed through progressive discipline. Employees may be subject to warnings or, in cases of repeated or egregious violations, disciplinary action up to and including dismissal.

4.33 Pepper Spray Policy

The purpose of this policy is to provide guidance to city employees, in the course of city employment, regarding the possession and use of Oleoresin Capsicum, hereafter referred to as pepper spray.

All employees who choose to carry pepper spray at work must complete a personal safety training course provided by the Metro Police Authority of Genesee County (MPA). Periodic updates will be provided every three years. Any employee using pepper spray more than once in a calendar year must attend another training session within six months.

The decision to carry pepper spray is voluntary. The city will purchase one unit of pepper spray for the employee upon initial approval, upon expiration, and after any verified discharge during the course of employment.

Pepper spray may be used for self-defense only, as a last resort to prevent imminent, serious bodily injury, when nonviolent methods would be ineffective.

Approval by the City Manager is required. The decision will consider the nature of the work, self-defense needs, and the employee's discipline record, judgment, and any prior altercations. Training must include:

- Risk avoidance and nonviolent conflict resolution
- Limitations and proper use of pepper spray
- Procedures after use
- Legal consequences of misuse

Employees must immediately report any use to the City Manager and MPA. A written incident report is required. Failure to comply with this policy may result in disciplinary action.

Pepper Spray Authorization Request Process:

1. Employee submits request to supervisor.

2. Supervisor submits recommendation to City Manager.
3. City Manager reviews and approves or denies.
4. Employee completes MPA training.
5. If approved, employee may carry pepper spray on duty.

After use, contact police for assistance and aid and file report with City Manager.

4.34 Remote Work Policy

Remote work may be permitted at the discretion of management. This flexibility is provided as a privilege, not an entitlement, and is subject to change based on the operational needs of the City. Employees working remotely must ensure they continue to meet all performance expectations and are responsive during scheduled hours.

Technology and Equipment

- Employees may use personal technology or Employer-provided technology for remote work, provided that such equipment and interfaces are reviewed and approved by the Employer.
- Employees are responsible for ensuring the security and confidentiality of City data when working remotely.

Conditions and Withdrawal

- Remote work arrangements may be scheduled and approved in advance and can be withdrawn or altered at any time based on changes to City, departmental, or public service needs.
- If remote work is found to negatively impact service delivery, productivity, or team collaboration, management reserves the right to modify or terminate the arrangement.

General Guidelines

- Remote work should not be used as a substitute for dependent care or other personal obligations.
- Employees are expected to be available and accessible during agreed-upon working hours.
- The same standards of conduct, professionalism, and productivity apply when working remotely as when working onsite.

This policy shall apply in coordination with any collective bargaining agreement or state or federal mandates regarding flexible work arrangements.

5. CLASSIFICATION AND COMPENSATION

5.1 Compensation Philosophy

It is the intent of the City of Swartz Creek to provide fair and equitable wages to its employees. In accordance with this objective, the City has negotiated wages and other compensable benefits within the various collective bargaining units and individuals. Additionally:

- The wages of full-time employees that are not members of a bargaining unit are negotiated individually and included in an employment agreement or offer letter of employment. Wage changes for these employees may be adjusted annually (July 1) in alignment with either the AFSCME bargaining agreement changes or the State of Michigan Department of Treasury's Property Tax Inflationary Adjustment Factor, not to exceed 5%, whichever is lower.
- The wages of part-time and seasonal employees are established by City administration and may be adjusted periodically if deemed appropriate by the City.

The specifics of compensation are tempered by the City's ability to pay, overall financial condition, and general fiscal responsibility to the taxpayers. Benefits conveyed to one bargaining unit are not assumed to be extended to any other employees or bargaining units.

5.2 Job Classification

The City's classification system uses job descriptions to define each classification's duties and responsibilities, as well as the knowledge, skills, and abilities required. Job descriptions and position classifications are maintained and updated through a regular process of evaluation and analysis.

The City Manager is responsible for maintaining and modifying the classification system as appropriate. Employees may request a job reclassification by submitting their request to the City Manager for review and determination.

5.3 Longevity

The City of Swartz Creek does not provide longevity pay and does not intend to offer such benefits as a matter of standard policy.

5.4 New Hires

Some full-time employees are covered by collective bargaining agreements that establish wage levels, pay progression, and other terms and conditions. For others, terms and conditions of employment are established by an offer of employment letter, to be signed by both the employer and employee. Terms not otherwise addressed in the letter shall be governed by this handbook, as amended from time to time. The starting rate is determined individually based on organizational needs and market conditions.

5.5 Employees Returning from Military Service

Employees returning from active duty in the United States Armed Forces will be reinstated in accordance with applicable federal and state laws.

5.6 Overtime for Non-Exempt Employees

Union employees should consult their contracts for overtime provisions. Non-union, non-exempt employees under the Fair Labor Standards Act (FLSA) will be compensated at one and one-half times their regular rate for time worked over 40 hours per week.

5.7 FLSA Exempt Employees

FLSA exempt employees may be required to work beyond 40 hours per week without overtime pay. These employees may request flex schedules or additional time off for hours worked beyond reasonable limits. Such requests are reviewed at the City Manager's discretion and must be submitted using the appropriate forms. Additional time worked may not be accrued or carried over for future use or payout.

5.8 Unexcused Weather-related Absence

The City Manager may close non-essential offices due to inclement weather or similar emergencies. Employees scheduled to work during closures may receive pay for time missed. Employees absent without a closure must use vacation or absent time, or take Approved Leave Without Pay.

5.9 Transfers

Transfers involve reassignment to a comparable position and require City Manager approval for interdepartmental changes. Union employees should consult their contracts.

5.10 Promotions

Promotions involve expanded duties or responsibilities and may result in reclassification or increased pay. Promotions are based on education, performance, and experience. Union employees should consult their contracts for specific procedures.

5.11 Performance Evaluations

The City may implement an annual performance evaluation system. Completed evaluations will be stored in personnel files. Employees may review and respond to their evaluations in writing.

5.12 Personnel Files

Confidential personnel files are maintained by the City Manager and are available for employee review with reasonable notice. Copies are available for a reasonable fee.

5.13 Pay Periods and Paychecks

Pay periods span two weeks, from Saturday to the second Friday. Direct deposit is standard unless waived by the City Manager. Lost or incorrect payments will be corrected on the next payroll cycle.

Lost or destroyed checks should be reported immediately to the City Clerk. It is the responsibility of the employee to notify the City for overpayments or underpayments as soon as possible. Lost or destroyed checks, overpayments, and underpayments to employees will be made up in the next check run, with payment arrangements extending multiple pay periods possible with the approval of the City Manager.

5.14 Car and Phone Allowance

Full-time employees who are not issued a vehicle or phone for official use may be granted a vehicle or phone allowance stipend by the City Manager. These stipends are:

- Vehicle Allowance for fiscal year 2026: \$450 per month
- Phone Allowance for fiscal year 2026: \$45 per month

Stipend amounts shall be increased annually (July 1) by the State of Michigan Department of Treasury Property Tax Inflationary Adjustment Factor, not to exceed 5% in any given year.

6. TERMINATION OF EMPLOYMENT

6.1 Voluntary Termination

Employees should provide two weeks' written notice prior to resignation. Retirement notice of 60 days is recommended. Employees with proper notice will be compensated for time worked and unused eligible leave.

6.2 Involuntary Termination

At-will employees may be dismissed without cause or notice. Contract and union employees should refer to their agreements for layoff and discipline provisions.

6.3 Exit Interview

Supervisors are responsible for coordinating voluntary or involuntary exit interviews with the City Manager.

6.4 Return of Property

Departing employees must return all City-owned equipment, uniforms, identification badges, keys, and other issued property. Final payment for services rendered or

accumulated benefits may be withheld pending the return of these items. Legal action may be taken for items not returned.

In certain cases, property used by the employee may be retained by the employee with the prior written consent of the City Manager. Such retention requires compensation to the City for the fair market value of the item at the time of separation and satisfaction of any applicable conditions, such as an IT review for electronic devices (e.g., cell phones, clothing, ergonomic chairs, etc.).

7. EMPLOYEE DISCIPLINE

7.1 Rules of Conduct

Violations of conduct rules may result in progressive discipline, including dismissal, which may result without progressive discipline depending the severity of conduct. Conduct violations include but are not limited to:

- Insubordination
- Harassment or offensive behavior
- Substance abuse
- Dishonesty
- Safety violations
- Poor performance
- Unapproved absences
- Unlawful acts
- Soliciting or accepting bribes
- Unauthorized postings
- Fighting or gambling
- Sleeping on duty
- Theft or felony convictions
- Unauthorized weapons possession

Detailed disciplinary procedures may be outlined in union agreements.

8. PAID AND UNPAID LEAVE TIME

8.1 Holidays

The City observes the following paid holidays for full-time employees:

- New Year's Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day

- Martin Luther King Jr. Day
- Presidents Day
- Thanksgiving Day and the Friday after
- Christmas Eve and Christmas Day
- New Year's Eve
- Employee's Birthday

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.

8.2 Vacation Leave

Vacation accrual and usage may be governed by labor agreements. The standard vacation provisions for full-time employees shall be as follows:

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 1 of the following calendar year:

Beginning in Year	Through Completed Year	Annual Maximum
0	1	80 Hours
2	5	120 Hours
6	10	160 Hours
11	15	176 Hours
16+	-	200 Hours

Employees entitled to four or more weeks of vacation may receive payment in lieu of up to 40 hours of vacation, at the discretion of the Employer, if the vacation request cannot be granted. Employees will be notified within ten (10) working days of their request for the fourth week of vacation whether it will be granted as vacation or as payment in lieu. Requests for the fourth week must be made prior to August of the desired year.

Vacations will be granted at times compatible with both employee preferences and efficient departmental operation. Denials of vacation requests must be accompanied by a written explanation.

When a holiday is observed during an approved vacation period, the vacation may be extended by one (1) day.

Earned vacation for new employees shall be prorated at a rate of 1.5 hours per workweek or fraction thereof remaining in the calendar year.

If an employee becomes ill under the care of a licensed physician prior to scheduled vacation, the vacation will be rescheduled. If incapacity continues through the year, the employee will be awarded payment in lieu of vacation.

Employees who terminate employment for reasons other than discharge, are laid off, resign with at least two weeks' notice, or in the event of death, will be compensated for any unused vacation credit, including that accrued in the current calendar year. A recalled employee who received credit for the current year will have that credit deducted from the following year's vacation.

Employees will be paid their current rate based on their regular scheduled day while on vacation and will continue to receive all applicable benefits.

Employees may accumulate up to one (1) week (40 hours) of their annual earned vacation.

Vacation requests within each unit will be processed on a first-come, first-considered basis. Requests will be addressed within ten (10) working days. If two requests for the same period are received on the same day, seniority will determine the outcome.

8.3 Absent Leave

A) General Provisions

Absent Leave (Earned Sick Time) satisfies the requirements of the Michigan Earned Sick Time Act (ESTA). Employees should refer to the City of Swartz Creek Personnel Policies Manual and applicable Michigan statutes, as amended from time to time.

B) Accrual and Eligibility

Full Time employees will be credited with the full ninety-six (96) hours on January 1 of each year for use within that calendar year. If employment terminates during the year and the employee has used more absent leave than earned, the employee must reimburse the City for the excess leave used. New hires will receive prorated absent leave following completion of probation, calculated at eight (8) hours per calendar month of service.

C) Approval and Usage

All absent leave must be approved at least seven (7) days in advance by the employee's immediate supervisor, where feasible, or as otherwise permitted under the Earned Sick Time Act. Leave shall be used in increments no smaller than one-quarter (0.25) hour. Employees absent due to illness must notify their immediate supervisor and provide reasonable updates on the expected duration of the absence. The City may require medical documentation confirming the employee's fitness to return to work.

D) Unused Leave

At the end of each calendar year, employees may be paid for unused absent leave, up to a maximum of seventy-two (72) hours. Payment will be issued on the second pay date in January of the following year, based on the employee's hourly wage in effect on January

1 of the year the leave was earned. No unused absent leave may be carried over for future use.

E) Part-Time Employees

Part-time employees shall be granted absent leave in the same manner as Full-time employees, with the following exceptions:

- Leave shall be frontloaded at a rate of one (1) hour per twenty-two (22) hours worked.
- Employees must submit a written estimate of expected work hours for the upcoming year to their department head by December 15.
- The department head will determine leave allocations based on this estimate.
- Actual hours worked will be used to reconcile leave balances at year-end.

8.4 Jury Duty Leave & Court Appearances

The City pays the difference between jury duty compensation and regular pay. Jury checks must be submitted to the City Clerk.

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.

8.5 Funeral Leave

Funeral leave hours pursuant to this section are for the express purpose of arrangements and attendance at a funeral by Full-time employees. 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.

A Full-time 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, Domestic Partner, 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.

A Domestic Partner is an individual with whom an employee shares an intimate and committed personal relationship that is intended to be permanent and exclusive, similar to that of marriage. The domestic partnership must be recognized under applicable state or local laws and generally requires that the partners share a common residence, have an emotional and financial interdependence, and meet any legal requirements set by governing authorities for such relationships. Both partners must be at least 18 years of age, not related by blood in a way that would prohibit marriage, and not legally married to or in a domestic partnership with anyone else.

Full-time 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.

Upon request, the City Manager, or their 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.

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.

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.

8.6 Personal or Educational Leave

Available per labor agreements only. Employees should consult their contracts for eligibility.

8.7 Military Leave for National Guard or Reserve

For Full-time employees, two weeks of wage differential will be paid annually for active duty training. State and federal laws apply.

8.8 Family and Medical Leave Policy

The City complies with FMLA, offering up to 12 weeks of unpaid leave for eligible employees.

8.9 Approved Leave Without Pay

Employees on approved unpaid leave must pay for fringe benefits unless covered by FMLA. Payment is prorated and deducted from future checks.

8.10 Unapproved Leave

Unapproved leave is unpaid and may result in discipline. Absences over three days may be considered resignation.

8.11 Compensation Time

Full time exempt employees may receive compensatory time off upon application to the City Manager. The City Manager may grant or deny such request at their 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.

9. HEALTH AND WELFARE BENEFITS

9.1 Coverage and Eligibility

Full-time regular employees are eligible for health and welfare benefits per the specifics of their labor contract, offer letters of employment, or employment agreement. Collective bargaining agreements contain provisions related to health and welfare benefits, and procedures for modifying coverages, benefit offerings, or benefit levels. Reference your contract for specifics. Full-time employees eligible for coverage shall be provided medical coverage as outline in Appendix I, as amended from time to time, subject to managerial rights and PA 152 of 2011, as amended from time to time.

9.2 Health Insurance

The City of Swartz Creek maintains medical, dental, vision, short-term disability, and long-term disability insurance for full-time employees and their eligible dependents. Plan documents, including policy details, coverage limits, and exclusions, are available in the City Manager's office.

Employees and retirees receiving dependent health coverage are responsible for notifying the City Manager of changes in dependent eligibility. Employees will be held liable for the cost of coverage provided to ineligible dependents.

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. Employees who waive health and prescription insurance shall receive Four Hundred Dollars (\$400) per calendar month of non-participation. Partial months shall be prorated. Re-entry into the plan is subject to terms set by the insurance provider.

Full-time employees not covered by a collective bargaining agreement shall be provided a Health Care Savings Program, into which the Employer shall deposit 4% of gross wages. These funds are available to the employee after separation for any reason, with no vesting period.

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 health and welfare benefits under this Section for a period of six (6) months.

Subject to plan rules, medical, dental, and vision insurance benefits shall be available to employees immediately upon start date or as soon thereafter as permitted by the plan.

Employees may elect to purchase a sponsored dependent rider at their own cost under the following conditions:

A) Such sponsored dependent coverage is available. B) Enrollment periods must align with those established by the provider. C) Upon enrollment, the employee must pay the City a sum equal to two (2) months' premiums. D) Monthly premiums must be paid to the City on or before the first day of each month. E) The employee is responsible for any additional charges billed to the City by the provider and must pay such costs within ten (10) days of billing. F) Failure to make payments will result in immediate termination of coverage and any outstanding balance must be paid to the City promptly.

Employees should consult their collective bargaining agreements or employment contracts for additional coverage details.

9.3 Continuation of Health Insurance Benefits Upon Termination

Employees whose employment ends for reasons other than retirement may elect to continue their health insurance at their own expense, pursuant to COBRA regulations. Continuation includes an administrative fee and is time-limited as defined by federal law.

9.4 Life Insurance

The City provides group term life insurance to full-time employees. The benefit level for active full time employees is \$200,000, subject to terms and conditions of the provider.

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.

The Employer agrees to pay life insurance premiums for each month the eligible 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, the Employer agrees to continue to pay such premium for (6) months.

Life insurance benefits shall be effective upon the first day of employment.

9.5 Retirement Plans

The City offers retirement plans that vary based on the employee's bargaining unit. The default retirement offering for eligible full-time employees is as follows:

A). Full-time employees 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. The Employer shall also match an additional 1% for each 2% the employee contributes, up to a total Employer contribution of 10%.

B). Defined Contribution Plan Vesting.

The Employer's contribution to the defined contribution plan 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

C). Defined Contribution Plan - Employee Voluntary Contribution.

The employee may make voluntary contributions by payroll deduction of an amount not to exceed the contribution authorized by the MMERS plan. Contributions made by the employee 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 or as permitted by MMERS.

For information on vesting and specific plan details, consult the City Manager or your labor contract.

9.6 Worker's Compensation

Employees are covered under Michigan Worker's Compensation law. All work-related injuries must be reported to a supervisor immediately, who will notify the City Clerk and City Manager. An injury report form must be submitted within three business days.

Employees receiving wage loss under Worker's Compensation may be eligible for supplemental wage payments and continued benefits for up to six months, per applicable contracts or agreements. Supplementary pay shall not exceed 26 weeks.

In addition, full time employees not covered by a collective bargaining agreement 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 be continued for a maximum of twenty-six (26) weeks. Any request for extension beyond twenty-six (26) weeks may be decided by the City Council.

9.7 Unemployment Compensation

The City participates in Michigan's unemployment insurance system. Eligibility is determined by the state. Terminated employees should direct benefit inquiries to a Michigan Works office.

9.8 Social Security

All City employees participate in the federal Social Security program. Questions regarding eligibility and benefits should be directed to the Social Security Administration.

9.9 Professional and Trade Associations

The City may reimburse employees for membership in job-related professional or trade associations, subject to budget approval and prior authorization by the City Manager. Reimbursement is not guaranteed.

9.10 Uniforms and Safety Attire

The City provides eligible employees and volunteers with uniforms, safety equipment, and gloves as needed for their roles. Required attire must be worn in compliance with applicable safety regulations and supervisor instructions. Refer to your labor agreement for more information.

9.11 Sick & Accident Coverage

A sickness, accident, or disability insurance policy, consisting of Short Term Disability (STD, up to 26 weeks) and Long Term Disability (LTD, from 180 days to 24 months), will be provided to each full-time employee under the age of sixty-five (65). Coverage begins on the first (1st) day of hospitalization or accident, or on the eighth (8th) consecutive day of sickness if it prevents the employee from performing their job.

Benefits will be paid at sixty percent (60%) of the employee's gross biweekly wage, not to exceed One Thousand Three Hundred Dollars (\$1,300) per biweekly pay period. This coverage is provided at no cost to the employee.

While on sick leave, the employee remains eligible for all other benefits provided under this agreement. These benefits will be based on the employee's rate of pay at the time the leave began. Salary increases under this agreement will not adjust sick and accident benefits unless and until the employee returns to work after the effective date of the increase.

Employees age sixty-five (65) or older are not eligible for this coverage. Sick and accident insurance benefits shall take effect the first day of the month, after 90 full days of service following the date of hire, unless otherwise agreed to by the City Manager.

APPENDIX A

CITY OF SWARTZ CREEK DRUG FREE WORKPLACE POLICY

1. Purpose

1.1 The purpose of this policy is to eliminate substance abuse and its effects in the workplace.

1.2 Involvement with drugs and alcohol can impact job performance and safety. The City's concern is that public servants are fit to perform their duties safely and efficiently in the interest of coworkers, the public, and themselves.

1.3 This policy provides guidelines for the detection and deterrence of alcohol and drug abuse and outlines the responsibilities of the City Manager, department heads, and employees. The City will act to eliminate substance abuse that increases risks of accidents, absenteeism, substandard performance, low morale, property damage, or harm to the City's reputation. Violators are subject to discipline up to and including discharge.

2. Policy

2.1 Employees shall not be under the influence of alcohol or illegal drugs while on duty or on call, nor report to work under such influence.

2.2 Possession or use of illegal substances while on duty or on City property is prohibited and may result in discharge.

2.3 Use of prescribed medications is not a policy violation; however, employees must notify their supervisor of medications that may impair performance. Clearance from a physician may be required.

2.4 The City may search areas or property it controls, with or without employee consent, and may notify law enforcement if illegal drugs are suspected.

2.5 Impaired employees may be held at the worksite temporarily until safe transport can be arranged.

2.6 Possession of controlled substances is permitted in accordance with this policy (e.g. prescription drugs may be in an employee's possession under Section 2.3 or unopened alcohol may be in an employees car on city property).

3. Responsibility

3.1 Employee Responsibilities:

- Do not report to work impaired due to drugs or alcohol.
- Do not possess, use, or distribute impairing substances on duty or City property.
- Submit to testing if requested by management.
- Disclose medications that may impair performance before starting work.

3.2 Management Responsibilities:

- Communicate and enforce this policy.
- Ensure consistent administration of testing standards citywide.

4. Definitions

4.1 Substance abuse includes the use of any impairing substance, legal or illegal, affecting job performance.

4.2 Under the influence means impairment that creates safety risks, impairs judgment or performance, or results in a positive test.

4.3 In the workplace includes City premises, vehicles, or other locations while on City business.

4.4 Drug free means no possession, use, or influence of alcohol or drugs, and includes abuse of prescriptions.

4.5 Reasonable suspicion is a belief based on objective facts leading a prudent supervisor to suspect impairment. Examples include:

- Slurred speech, unsteady movement, or unusual behavior
- Alcohol/drug odors
- Property damage or accidents
- Physical or verbal altercations
- Possession of substances
- Reliable reports
- Appearance signs (e.g., glassy eyes, abnormal pupils)

5. Procedures

5.1 Reasonable Suspicion:

- Supervisors report suspicions to the City Manager.
- Employees suspected of impairment will be removed from duty and asked to remain until safely transported.
- Testing may be ordered with proper documentation.
- Refusals are treated as positive test results.
- Suspended employees with negative results are reinstated with back pay.

- Personal property may be searched with City Manager approval and by law enforcement.
- Testing may follow serious accidents or potential bodily harm incidents.
- DOT-regulated employees are subject to random testing.
- Contractors or visitors violating the policy must leave City property and may be reported.

5.2 Drug Rehabilitation:

- Employees are encouraged to seek help before disciplinary issues arise.
- Voluntary disclosures may lead to leave for treatment (unpaid, possibly under FMLA).
- Returning employees must sign a last-chance agreement and undergo 12 months of random testing.

5.3 Testing Process:

- Tests may screen for various impairing substances.
- Consent is required.
- Offers of employment may be contingent on drug screening.
- Positive test applicants may seek confirmation at their own expense.

5.4 Test Results:

- Positive results may lead to discipline or discharge.
- Investigations will determine the severity of consequences.
- Non-discharged employees face up to 12 months of follow-up testing.

5.5 Confidentiality:

- Test records are confidential and stored in the personnel file.

APPENDIX B
CITY OF SWARTZ CREEK
ELECTRONIC COMMUNICATION POLICIES

1. Purposes of Policy

The City of Swartz Creek provides public servants with reliable and up-to-date access to communication technologies to support their work. These systems include the Internet, computer systems, facsimile systems, and telephone systems. Access is granted to increase productivity and must not be used primarily for personal or non-business activities. Users must understand that internet access can expose municipal data to unauthorized viewing or access. This policy ensures compliance with acceptable use standards and applicable federal and state laws.

2. Privacy

All communication systems are the property of the City. Messages created, sent, or retrieved using these systems are City property and subject to monitoring. The City Manager and department heads may monitor communications to ensure compliance. Random audits may be conducted to track usage.

3. Authorized Use

Internet connections are primarily for business purposes, including customer and supplier communications, professional research, and the acquisition of business information. Personal use is allowed during breaks or outside work hours, provided it remains incidental and professional.

4. Appropriate Uses

Employees must use communication systems responsibly. Acceptable use includes: A. Using internet services for City-related research and communication. B. Personal communication must be minimal during work hours. Calls of short duration are permitted. Internet use must:

1. Not overload the network.
2. Not interfere with productivity.
3. Minimize unnecessary network traffic.
4. Not include solicitation during work hours.
5. Not violate this policy.

5. Inappropriate Uses

Unacceptable uses include: A. Copyright infringement. B. Illegal or malicious activity. C. Unauthorized access attempts. D. Viewing or distributing offensive content. E. Misrepresenting identity. F. Distributing malicious code. G. Unauthorized copying of data. H. Damaging or disrupting systems. I. Invasion of privacy. J. Gambling. K. Downloading entertainment software. L. Email chain letters. M. Opening internet files without virus scanning. N. Excessive personal email use. O. Signing up for reward-based web programs.

6. Miscellaneous Communications Policies

- Remote Access: Permitted for business purposes only.
- FOIA: Emails may be public records and should not include confidential information.
- Records Retention: Emails considered official records must be saved per retention standards.

7. Privacy and Monitoring

The City may monitor all internet activity, including websites visited and emails sent. No employee should expect privacy regarding internet use. The City reserves the right to inspect all stored files.

8. Accidental/Unintended Violations

Access to inappropriate sites should be terminated immediately. Users are encouraged to report accidental access to supervisors without fear of penalty.

9. Administration

The City Manager manages internet and service use and may recommend policy updates. Internet use is a privilege and may be revoked.

10. Violation Penalties

Policy violations are reviewed case-by-case. Consequences range from monitoring and reprimands to loss of privileges or termination for severe breaches.

APPENDIX C

CITY OF SWARTZ CREEK

TRAVEL AUTHORIZATION, TRAVEL EXPENSE REIMBURSEMENT AND TRAVEL ADVANCE POLICIES

The following policies and procedures govern business travel for public servants of the City of Swartz Creek.

1. Authorization for Travel

Out-of-state or overnight travel, including conferences and training, must be approved in advance by the City Manager or their designee. Travel expected to incur expenses exceeding \$1,000.00 requires prior approval by the City Council.

2. Travel Reimbursement Policy

Reimbursement will cover actual documented expenses only. Expenses for spouses or companions are not reimbursed unless explicitly authorized by the City Council.

A. Mileage reimbursement follows the current IRS rate for personal vehicle use when a City vehicle is not available. Use of City vehicles is encouraged for out-of-town travel.

B. Receipts are required for auto-related expenses (e.g., tolls, parking) exceeding \$5.00.

C. Meal reimbursement is based on the U.S. General Services Administration (GSA) per diem rate for low-cost localities. Receipts are required. Alcoholic beverages are not reimbursable.

D. Travel by bus, plane, or train must be at standard coach or business class rates. First-class travel is not authorized. Discounts for early bookings should be used.

E. Hotel expenses are reimbursed at actual cost for standard double occupancy rates. Discounts must be applied when available.

F. Rental cars must be booked at economy class rates. Do not purchase rental insurance; the City maintains coverage.

3. Travel Expense Documentation

Receipts are required for all expenses unless noted otherwise. Credit card receipts with itemized charges are acceptable. If a receipt under \$20 is lost, a written explanation is

required. If more than one receipt over \$20 is lost on a single trip, City Council approval is required for reimbursement.

4. Business/Entertainment Events

With prior approval, the Mayor or City Council may authorize reasonable entertainment expenses for official guests (e.g., visiting dignitaries or officials from other municipalities) that exceed standard policy limits.

5. Advances for Travel

Travel advances may be approved based on the GSA per diem rate for the number of travel and event days, including mileage. Application for advance is required.

6. Reconciliation of Travel Expenses

Travel expenses and advances must be reconciled within 14 days of return using the City's Expense Voucher Form (available from administrative staff). If unresolved after 30 days, the unreconciled amount will be treated as income and reported on the employee's W-2, following notice from the City Treasurer to the employee and City Manager.

APPENDIX D

CITY OF SWARTZ CREEK

SEXUAL CONDUCT AND UNWANTED CONDUCT POLICY

PURPOSE: To establish a preventative framework for ensuring a workplace free from sexual harassment and other forms of unwanted conduct.

DEFINITIONS:

1. "Employee" includes all City public servants—elected, appointed, or employed.
2. "Sexual Harassment" includes any unwanted or repeated verbal or physical sexual advances, sexually explicit, provocative, or suggestive statements, innuendo, or comments, or sexually oriented physical conduct made by another employee that is reasonably offensive, objectionable, or interferes with work performance.
3. "Unwanted Conduct" includes any verbal or physical conduct based on race, color, religion, national origin, sex, marital status, sexual orientation, age, handicap, genetic information, political affiliation, or other protected status that causes discomfort, humiliation, or interferes with work performance.
4. "Shall" denotes mandatory compliance.

POLICY:

Employees have the right to a workplace free of sexual advances, sexual communication, and unwanted conduct of an ethnic, racial, or religious nature. This applies when:

1. Submission to such conduct is a condition of employment.
2. Submission to or rejection of such conduct influences employment decisions.
3. Such conduct disrupts work or creates a hostile, intimidating, or offensive environment.

PROCEDURE:

1. Employees must report harassment within ten (10) days to the City Manager, department head, or supervisory personnel. If the City Manager is accused, the report should go to the Mayor, a City Council member, or the City Attorney.
2. The City Manager shall promptly investigate. Investigations will be confidential and ensure fairness and due process.
3. A meeting with the complainant shall occur within ten (10) days of the report. The accused will be given an opportunity to respond. Additional witness interviews may be conducted.
4. If harassment or unwanted conduct is substantiated, immediate disciplinary action, including termination if necessary, shall be taken.
5. Supervisory personnel must report observed or known incidents to the City Manager immediately.

6. Supervisors must take immediate steps to limit contact between complainant and accused while an investigation is ongoing.
7. Retaliation against employees reporting harassment is strictly prohibited and constitutes a separate violation.
8. Questions or concerns regarding this policy should be directed to the City Manager.

NON-COMPLIANCE:

Violating this policy may result in disciplinary action, including immediate discharge. Retaliatory actions during or after the investigation process will be subject to additional disciplinary measures.

APPENDIX E
CITY OF SWARTZ CREEK

FAMILY AND MEDICAL LEAVE ACT*

YOUR RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT OF 1993

*Note that the rights provided for under the FMLA are placed here for reference and the statute and supporting regulations are subject to change without notice. Employees should consult the Department of Labor webpage for the most up-to-date information.

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months.

REASONS FOR TAKING LEAVE:

Unpaid leave must be granted for any of the following reasons:

For incapacity due to pregnancy, prenatal medical care or child birth; • to care for the employee's child after birth, or placement for adoption or foster care; • to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or • for a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or employer's option, certain kinds of paid leave may be substituted for unpaid leave.

ADVANCE NOTICE AND MEDICAL CERTIFICATION:

The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable." • An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

JOB BENEFITS AND PROTECTION:

For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan." Employees must continue to provide any previously required contributions toward premiums to maintain benefits while on leave.

Upon return from FMLA leave, most employees must be restored to his/her original or equivalent positions with equivalent pay, benefits, and other employment terms. Employees not returning may be required to reimburse some or all of the cost incurred on his/her behalf for continuation of benefits during the leave.

The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

UNLAWFUL ACTS BY EMPLOYERS:

FMLA makes it unlawful for any employer to:

Interfere with, restrain, or deny the exercise of any right provided under FMLA: • discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

ENFORCEMENT:

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

For Additional Information: Contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.

Swartz Creek City recognizes the calendar year for purposes of tracking FMLA leave.

More information is available at the Wage and Hour Divisions' FMLA Final Rule Website (February 23, 2015) <http://www.dol.gov/whd/fmla/spouse/index.htm>

APPENDIX F
CITY OF SWARTZ CREEK
USE OF SOCIAL MEDIA

I. Purpose To establish parameters for employee and official use of social media to protect City assets, reputation, procedures, investigations, and the safety of the public and employees. Online activities must comply with court rulings, federal and state regulations and laws of privacy and adhere to department expectations, policies, rules, and directives.

II. Rules

A. Public servants shall not use City computers, cell phones, electronic devices, any department electronic e-mail address, or other identifiers, including social media or social networking, for illegal or unauthorized purposes.

B. Employees shall not use any social media or social networking platform while on duty unless the City Manager or a designee grants permission. Breaks and lunches are excluded.

C. Unless granted permission by the City Manager or a designee, or otherwise permitted by law, employees shall not represent themselves as a City spokesperson or post the following on any social media or networking platform, either on their own sites or any other site, news media pages, or forums:

1. Text, photographs, audio, video, or other multimedia files related to any current or past police investigation or activities of the City and/or its employees that result in:
 - Interference with legal proceedings
 - Deprivation of fair trial or impartial adjudication
 - Invasion of personal privacy
 - Disclosure of a confidential source or confidential investigative techniques
 - Endangerment of City personnel or operational integrity
 - Disclosure of exempt records or personally identifiable information of officers or agents
2. Use of logos, badges, seals, uniforms, vehicles, or issued equipment without permission
3. Electronic addresses, passwords, likenesses, or other materials that identify or associate the user with the City
4. Any employment-related multimedia or text without authorization

D. Employees maintaining or participating in social media platforms while off duty must:

1. Evaluate the risks of identifying themselves as municipal employees
2. Take responsibility for all posted content
3. Avoid untruthful, libelous, obscene, threatening, harassing, or discriminatory content
4. Avoid promoting illegal substance abuse or gratuitous violence

5. Refrain from acting as a spokesperson without prior authorization

E. Under the Internet Privacy Protection Act, the employer may require employee cooperation if: a. Specific information exists indicating a violation of law or misconduct b. Unauthorized transfer of City confidential information or data is suspected

III. Complaint or Grievance

Employees may use established procedures to report misconduct, grievances, or illegal activity. These procedures do not prevent or replace the ability or responsibility of reporting to appropriate state or federal agencies or discussing matters among employees to facilitate reporting.

Terms Used In Relation To This Subject:

1. Avatar: A user's representation of themselves
2. Blog: An online journal
3. Commenting: Posting responses to online content
4. Forum: An online discussion site
5. Handle: Online identity name
6. Identity: A real or alias name used online
7. Internet: A global network using TCP/IP
8. Mobile Social Networking: Social networking via mobile device
9. Posting: Creating/uploading/editing social media content
10. Social Media: Online platforms to share multimedia and messages
11. Social Networking: Using platforms (e.g., Facebook, LinkedIn) to communicate and network
12. User Name: Public name used on a website
13. World Wide Web: Internet-based collection of multimedia sites

APPENDIX G
CITY OF SWARTZ CREEK
ARTIFICIAL INTELLIGENCE USE POLICY

1. Purpose

The City of Swartz Creek recognizes the growing role of artificial intelligence (AI) in enhancing efficiency, decision-making, and public service delivery. This policy establishes guidelines for the responsible use of AI tools to ensure transparency, security, and compliance with legal and ethical standards.

2. Scope

This policy applies to all employees, contractors, and officials who use AI tools or automated systems in city operations, including but not limited to document drafting, data analysis, public communication, and administrative functions.

3. Acceptable Use

- AI tools may be used to assist in research, document preparation, workflow automation, and other administrative tasks.
- AI-generated content must be reviewed and approved by a department head or the city manager before public release or official use.
- Employees should disclose when AI-generated content is used in external communications.

4. Restrictions

- AI shall not be used for decision-making in matters involving personnel, legal determinations, or public policy without human oversight.
- Sensitive or personally identifiable information (PII) must not be processed or stored in AI systems unless explicitly authorized.
- AI-generated outputs must be verified for accuracy and must not misrepresent city policies, services, or official statements.

5. Security & Compliance

- AI tools must comply with state and federal data protection laws.
- Employees must use city-approved AI applications and avoid unauthorized or non-secure AI platforms. Authorized platforms include: Siri, Alexa, Cortana, Google Assistant, Bixby, ChatGPT, and Apple Intelligence. The city manager can approve additional applications in writing.
- The city reserves the right to audit AI usage to ensure compliance with this policy.

6. Oversight & Review

- The City Manager's office will oversee AI implementation and policy adherence.
- This policy will be reviewed periodically and updated as AI technologies and regulations evolve.

For questions or further clarification, contact the City Manager's office.

APPENDIX H
CITY OF SWARTZ CREEK
CREDIT CARD USE POLICY

1. Issuance of Credit Cards: Credit cards may only be issued to the following City employees: City Manager, City Treasurer, City Clerk, and Public Services Director. The City Manager shall be the officer responsible for the issuance, accounting, monitoring, and retrieval of any and all credit cards issued in the name of the City of Swartz Creek. Any credit card issued in the name of the City of Swartz Creek may only be used for the purchase of goods and services for the official business of the City of Swartz Creek or the Swartz Creek DDA. No person shall be allowed to have custody or possession of a credit card in the name of the City of Swartz Creek unless said person is an active employee of the City. To this end, any person terminated or voluntarily discontinuing their employment with the City of Swartz Creek, any persons on sick leave, or any person on leave of absence for any reason other than vacation shall deposit any City credit cards in their possession with the City Manager.
2. Transaction Procedure: Credit card transactions may be performed in person, over the telephone, through the internet, with a reputable application, or through the mail. When using a City credit card, authorized employees are required to follow the below listed procedures, in addition to procedures for management approval and payment of the charges:
 - A. If the transaction is in person, present the credit card to the vendor or merchant and advise that the item(s) is being purchased with a city government credit card. If the transaction is via a telephone, internet, or mail order, the vendor or merchant must be provided with the credit card account number and expiration date of the card.
 - B. Retain all receipts and credit card slips in physical or digital form.
 - C. Each authorized employee making use of a City credit card shall make a full accounting of any expenditures at the same time the periodic credit card billing is received by the City. This full accounting shall include, but not be limited to, the following:
 1. A specific listing of any goods and services purchased;
 2. The cost of any such goods or services;
 3. The dates that the purchases were made; and
 4. A statement of the official business purpose for which the goods or services were purchased.

3. **Tax Exempt Status:** An authorized employee using a City credit card shall notify the vendor or merchant that the credit card transaction is tax exempt for goods and services purchased in the State of Michigan (use the attached letter certifying the City's tax exempt status).
4. **Credit Card Security:** An authorized employee possessing a City credit card shall always treat the credit card with a level of care that will secure the credit card and the account number.
 - A. **Storage of the Credit Card.** The City credit card shall be kept in an accessible but secure location at all times.
 - B. **Credit Card Account Number.** The City credit card account number shall be guarded carefully. The account number should not be written down or posted.
 - C. **Lost or Stolen Credit Cards.** If a City credit card is lost or stolen, the employee shall immediately notify the City Manager and the organization issuing the card to report the same.
 - D. **Personal Liability.** The use of a City credit card by an authorized employee will not impact the cardholder's personal credit history when used for authorized purposes. The City issued credit card is a corporate liability card, not a personal liability card. The cardholder does have a responsibility to use the credit card in an approved manner only and will be held personally liable for using the card for unauthorized purchases or purposes.
5. **Procedures for Credit Card Payment:** The authorized employee shall review and approve all credit card billings received for payment prior to the submission of the billing to Accounts Payable or the City Treasurer. Accounts Payable or the Treasurer shall review each credit card billing and all documentation as provided in Section 3 above to guarantee compliance with this policy prior to payment. The Treasurer shall bring any discrepancies to the attention of the City Manager for resolution. The outstanding balance due on any credit card account billing statement shall always be paid in full by the due date listed on the billing.
6. **Penalty for Wrongful Use:** Any employee of the City of Swartz Creek who violates the provisions of this policy shall be subject to disciplinary action up to, and including, dismissal, and may be subject to civil or criminal action.

APPENDIX I
CITY OF SWARTZ CREEK
MEDICAL, HOSPITALIZATION, DENTAL, AND VISION BENEFITS

On file with City Clerk

APPENDIX J

CITY OF SWARTZ CREEK

ACKNOWLEDGEMENT OF RECIEPT

CITY OF SWARTZ CREEK

ACKNOWLEDGEMENT OF RECEIPT AND REVIEW OF PERSONNEL POLICIES MANUAL AND RELATED INFORMATION

This is to acknowledge that I have read a copy of the City of Swartz Creek's Personnel Policies Manual and fully understand its contents. I understand that I am bound by the policies and procedures described in the manual, and that the policies and procedures contained therein are not an employment contract for any period and that they do not create any legally binding obligation upon the City of Swartz Creek.

Signature

Date

Printed Name

PUBLIC SERVANT COPY
June 2025 Edition

CITY OF SWARTZ CREEK

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OF PERSONNEL POLICIES MANUAL AND RELATED INFORMATION**

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Signature

Date

Printed Name

CITY OF SWARTZ CREEK COPY
June 2025 Edition



FRIENDS OF
ABRAMS PARK

HANDS THAT SHARE
HEARTS THAT CARE



5352 Greenleaf Drive
Swartz Creek, MI 48473
email: abramsparksc@gmail.com
Phone: 810.449.7456

May 22, 2025

Honorable Nate Henry
City Council of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473

Re: Waiver Request of Park Reservation Fee

Your Honor and Members of Council:

Friends of Abrams Park, as you are well aware, is a nonprofit group. Attached for your file is a copy of our 501(c)(3) IRS Acceptance Letter, dated May 30, 2024.

We are excited to submit a request for the reservation of Abrams park pavilion 2, for an event to be held on Saturday, June 21, 2025. This event is not a fundraising activity for our group; however, it is educational and informational for the benefit of our community.

Our event, "**A Heavy Hobby**," will be presented by our Honoree of Abrams Park, Boots Abrams. Boots will present her unique collection of antique pressing irons to the community as well as providing a handout with the history for the irons. This collection was started by Boots and her husband, Dick, deceased, about 40 years ago. After the presentation, Boots will answer questions and allow people to handle the irons at the display table. This event is appropriate for all age groups.

Therefore, Friends of Abrams Park, a nonprofit group, asks that the reservation fee for Abrams park pavilion 2, be waived, for Saturday, June 21, 2025, as this event is educational, informational, and free for our community.

Thank you for your review and anticipated approval.

Sincerely,

Sandra Brill, President
Friends of Abrams Park

Enc. Proof of Pavilion Reservation
Park Rules and Regulations
Park & Pavilion Rental Agreement
IRS Dept. of Treasury 501(c)(3) Nonprofit Acceptance Letter
Copy of Advertisement

Phone: (810) 635-4464

City of Swartz Creek
Proof of Pavilion Reservation

Fax: (810) 635-2887

Non-Reservable: Playscapes, Restrooms, Play Equipment, Tennis Courts, Volleyball Courts and Basketball Courts. Ball fields may be requested during the week by submitting a schedule to the City Offices, including dates, times, field location and group requesting the reservation; all of which will be reviewed and scheduled administratively.

All monies, including a \$200 refundable security deposit, must be paid at time of reservation. Only Cash payments will be accepted for a rental date of five (5) days or less. Any cancellations must be made two (2) weeks prior to event date. All cancellations are subject to a \$20.00 Cancellation Fee. ABSOLUTELY NO REFUNDS DUE TO WEATHER.

Park Fees Apply on Fridays, Saturdays, Sundays and Holidays. Fees Charged May through October.

Elms Park- 4125 Elms Rd

- ☐ #1 \$80.00 (\$225.00 non-resident)
60 People Maximum Electricity
- ☐ #2 \$100.00 (275.00 non-resident)
75 People Maximum Electricity
- ☐ #3 \$50.00 (\$165.00 non-resident)
25 People Maximum
- ☐ #4 \$80.00 (\$225.00 non-resident)
60 People Maximum Electricity
- ☐ Ball Field
- ☐ Soccer Field

Abrams Park- 5225 Winshall Dr.

- ☐ #1 \$50.00 (\$165.00 non-resident)
50 People Maximum Electricity
- ☒ #2 \$50.00 (\$165.00 non-resident)
60 People Maximum
- ☐ #3 \$40.00 (\$135.00 non-resident)
35 People Maximum Electricity
- ☐ #4 \$40.00 (\$135.00 non-resident)
25 People Maximum Electricity
- ☐ Ball Field

Date of Reservation Sat, June 21, 2025

Name of Responsible Party FRIENDS OF ABRAMS PARK

Address 5352 GREENDALE DRIVE Phone: 810-449-7436

City SWARTZ CREEK Zip 48473

Number of Guests 30 Nature of Activity PRESENTATION OF IRON COLLECTION

Responsible Party Signature Sandra L. Brui, President

E-Mail Address ABRAMSPARKSC@GMAIL.COM

Deposits can be expected to be returned within 30 days of reservation date. It is suggested that photos are taken before and after the use of the pavilion. Not doing so could result in loss of your deposit.

CASH

CHECK#

Receipt #

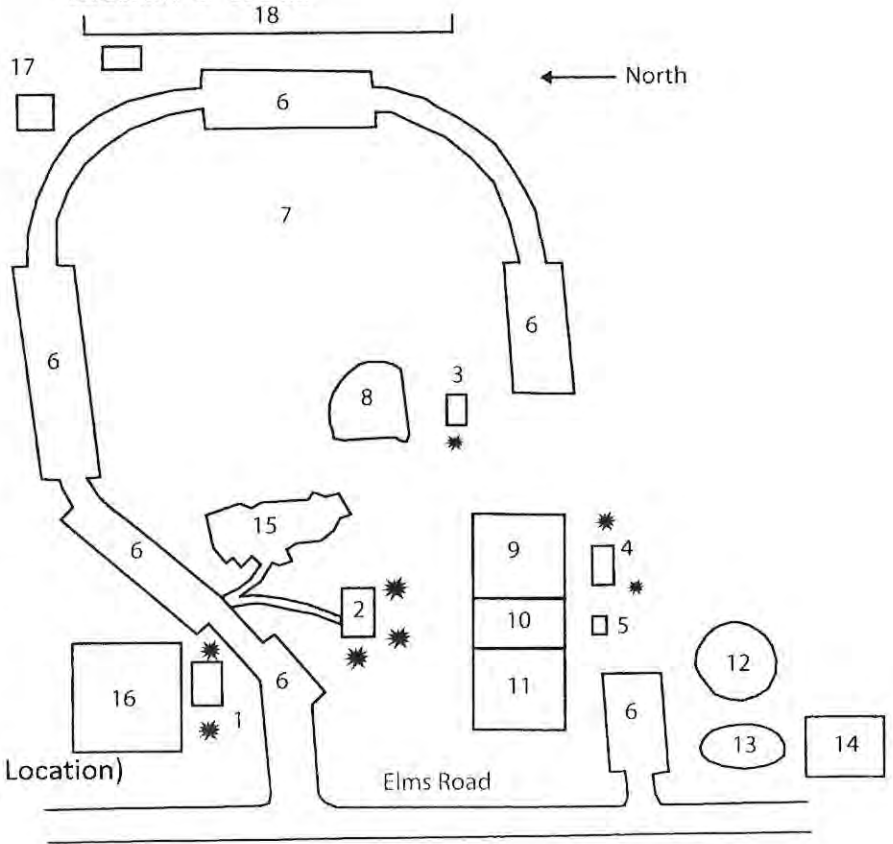
Area restrooms are attended to during the early morning hours in the summertime. Due to high park volume and vandalism, you are strongly encouraged to bring your own paper products and soap or sanitizer for restroom use.

IF THERE ARE PROBLEMS AT THE PARK CONTACT 911.

City Official _____ **Date** _____

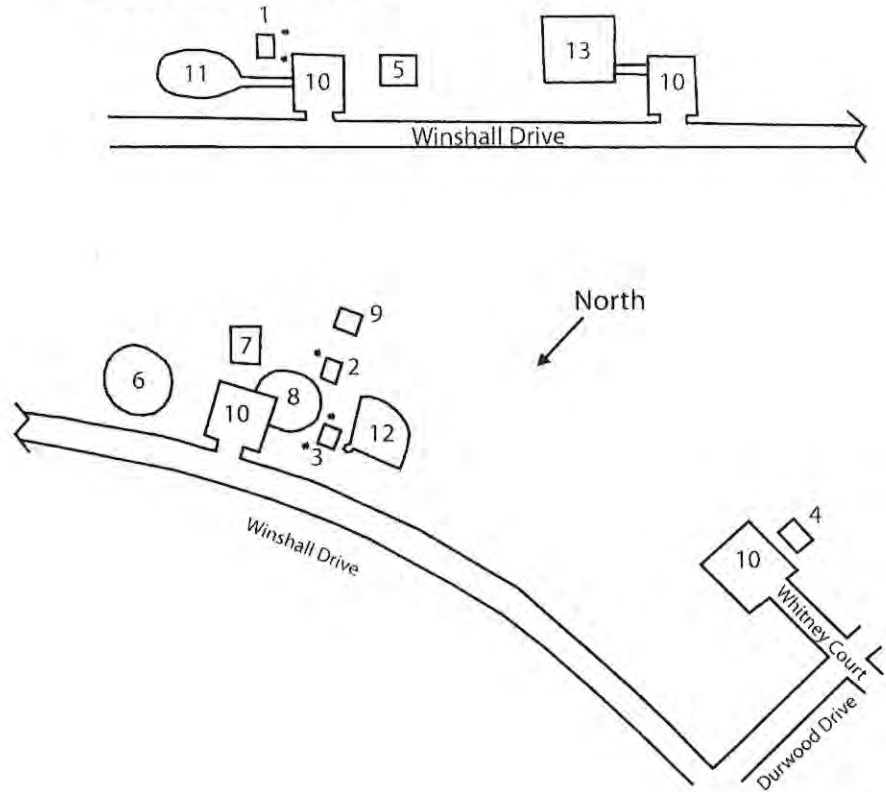
Elms Park

1. Pavilion #1 (60 people)
2. Pavilion #2 (75 people)
Restrooms attached; not reservable
3. Pavilion #3 (25 people)
4. Pavilion #4 (60 people)
5. Pavilion #5 (cannot be reserved)
6. Parking
7. Soccer Field
8. Ball Field
9. Basketball Courts
10. Pickleball
11. Tennis Courts
12. Sledding Hill
13. Skating Area (Mobile Toilet Location)
14. Dog Park
15. Dragon Area Playscape
16. Playground Area
17. Volleyball with net
18. Football/Soccer (Seasonal Mobile Toilet Location)
- ☀ Grill



Abrams Park

1. Pavilion #1 (50 people)
2. Pavilion #2 (60 people)
3. Pavilion #3 (35 people)
4. Pavilion #4 (25 people)
5. Book Nook
6. Sledding Hill
7. Pickleball
8. Playground
9. Rest Rooms
10. Parking
11. Playground
12. Ball Diamond
13. Basketball Courts
- ☀ Grill



CITY OF SWARTZ CREEK
PARK RULES AND REGULATIONS

AUTHORITY. These rules are approved by the city council and enforceable pursuant to the provisions of Section 11 of the Code of Ordinances of the City of Swartz Creek, Michigan.

ORDINANCE NO. 453

Any person in violation of the park rules and regulations adopted by the city council, shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine of \$100 for the first offense, \$250 for the second offense, and \$500.00 for additional offenses or by imprisonment for not more than 90 days or by both fines and imprisonment at the discretion of the court.

APPLICABILITY. These rules apply to City of Swartz Creek parks, play fields, and other recreational public grounds, hereafter called parks.

1. **HOURS.** City parks shall be open to the public, daily, between the hours of 8:00 a.m. to dusk and, excepting as provided in this article, it shall be unlawful to occupy or be present in any public park during such hours when it is not open to the public. Seasonal park provisions, including water, bathroom facilities, and waste collection will be offered May through October or as directed by the city manager.

Exceptions to use of or presence in park after hours.

- 1) It shall not be unlawful for city employees, while on city business, to remain in or on public parks during such times as the park shall be closed to the public.
 - 2) It shall not be unlawful for persons other than city employees to be on or in park property after hours, provided that they have the prior approval and written permission of the city manager and that such approval shall not be granted except in pursuance of and when related to city business.
 - 3) Non-motorized paths and sidewalks, within and outside of the right of way, may be used twenty four hours a day, 365 days a year for permitted non-motorized transportation and recreation.
2. **CREEK ACCESS AND FLOOD STAGE WATER.** Creek access is permitted in Abrams Park at the risk of the user. Swimming and the use of any boat, canoe, or other floatation device within a city park during a flood event is prohibited except by emergency personnel.
 3. **SMOKING.** Smoking, including (tobacco, cannabis, e-cig, or e-cigarettes), personal vaporizers (PV) or electronic nicotine delivery systems (ENDS), is prohibited in all city parks.
 4. **PROHIBITED USES AND ACTS.** No person in any park owned or operated by the city shall:
 - 1) *Drunkenness, alcoholic liquors.* No person shall enter, be in or remain on park property while under the influence of intoxicants or under the influence of unlawful drugs or controlled substances. It shall be unlawful to bring into or use alcohol or drugs of any kind upon park property.
 - 2) *Injuring, removing property.* Willfully mark, deface, disfigure, cut, injure, tamper with, break, displace, or remove any buildings, cables, benches, tables, fireplaces, grills, light poles, fountains, tennis nets, trees, playground equipment, public utilities or parts of appurtenances thereof, signs, notices or placards, whether temporary or permanent, monuments, flag poles, stakes, posts, fences or other boundary markers, or other structures or equipment, facilities or park property or appurtenances whatsoever, either real or personal.
 - 3) *Kindling fires.* No person shall kindle or build or cause to be kindled or built a fire in any park except in designated places. In those areas where fires are permissible, such fires must be contained in a receptacle designed for the purpose of holding a fire and must be attended at all times. No person shall set fire to trash, garbage or the contents of trash receptacles at any time.
 - 4) *Pets, animals.* No person shall bring in, cause, or allow any dog, cat or other pets or animals which he owns or has permission to control to be brought within the confines of any park unless such animal be attached to a leash not to exceed eight feet in length; such leash is to be of sufficient strength to hold such animal in constant check. Disposal of animal waste is required. See Dog Park Regulations.
 - 5) *Hindering employees.* No person shall interfere with or in any manner hinder any employee of the city while engaged in constructing, maintaining, repairing or caring for any park property.
 - 6) *Restricted sections of park.* No person shall enter upon any area of the park system where persons are prohibited from going, as indicated by signs, notices or where secured by fences and gates.
 - 7) *Firearms, bow and arrows, fireworks and devices.* No person shall discharge a firearm or firework of any description while in or on park property, provided that such prohibition shall not apply to any peace officer while in the exercise of his official duties. No person shall shoot any arrow, bolt, or other projectile by the use of a

bow, crossbow, or projectile launching device excepting in such areas as shall be specifically designated as areas for the use of the same.

- 8) *Peace, disorderly conduct.* No person shall make or excite any disturbance or contention on any public grounds or park. (No person shall use any indecent or obscene language).
 - 9) *Drinking fountains.* No person shall throw, discharge or otherwise place in the waters or any fountain, wash basin or toilets any substance, liquid or solid, which may result in water pollution or create a health hazard to the public.
 - 10) *Sleeping in parks.* No person shall sleep, whether in a vehicle, trailer, tent, hammock or other manner, on park property during the hours the park is closed, excepting in such areas as shall be specifically designated for such use. Furthermore, such use in such areas shall require the written approval and authorization of the city manager, and such approval and authorization shall clearly designate the time period within which such use may be made.
 - 11) *Dumping articles in parks.* No person shall deposit any rubbish, garbage or refuse matter, break glass or bottles in or upon any part of the park system other than such refuse accumulated from organized and acceptable activities within the park, and such refuse must be deposited in receptacles provided for that purpose. No hazardous materials are permitted to be in the park.
 - 12) *Posted signs, rules and regulations.* No person shall willfully disregard posted signs which regulate the days, hours for various activities, or any other signs installed, posted or attached for control, maintenance, safety or any other purpose within the park system.
 - 13) *Public meetings, parades.* No person, organization, club or group shall hold or participate in any parade, drill, exhibition, political meeting, religious meeting, concert, lecture or public entertainment of any kind within the park system without the express consent and written approval of the city manager.
 - 14) *Advertisements.* No person shall post, stencil or otherwise affix any placard, advertisement or notice of any kind upon or to any park property without prior written approval.
 - 15) *Offering articles for sale.* No person shall carry on any trade or business or sell or display any goods, wares or merchandise in the park system without permission from the city manager.
 - 16) *Inflatable play equipment.* Inflatable play equipment is prohibited.
 - 17) *Non-Motorized Paths.* No person shall obstruct, occupy, or otherwise use the non-motorized paths in a way that prohibits or unreasonably hinders use of the paths by others.
 - 18) *The use of nails, staples, or other permanent fasteners on park structures, equipment or tables is prohibited.*
 - 19) *The use of non-biodegradable confetti, streamers, water balloons, and similar party favors or debris is prohibited.*
 - 20) *Sound amplification systems:* The use of any amplified sound system or speaker, including DJ's, for the purpose of projecting music and related audio/visual entertainment is prohibited.
 - 21) *Animal attractions:* Petting zoos and other animal attractions are prohibited, unless part of an authorized public educational event.
5. **PARK POLICE AND EMPLOYEES.** No person shall resist any police officer or city employee exercising his duty within the park area, or fail or refuse to obey any lawful command of any such police officer or park employee, or in any way interfere with, hinder or prevent any such police officer or park employee from discharging his duty, or in any manner assist or give aid to any person in custody to escape or to attempt to escape from custody, or to rescue or attempt to rescue any person when in such custody.
6. **MOTOR VEHICLES.** The operation of motor vehicles in any park is prohibited, except in that area laid out and appropriated as driving lanes, parking area, or for motor vehicles by the city. No motor vehicle shall be driven or operated on a driving lane at a speed greater than ten miles per hour.
- 1) No person shall stop, stand or park a motor vehicle except in such areas as may be laid out and designated as a parking area by the city.
 - 2) No person shall operate a motor vehicle on any lane or service drive, whether posted or not, which is laid out as a means of access for maintenance employees to the various sections of the park system.
 - 3) No person shall park or store any motor vehicle during the hours the park is closed in any park, parking area or driving lane owned or operated by the city. Members of the police department are hereby authorized to remove any vehicles so parked or stored.
 - 4) It shall be unlawful for any person, whether a pedestrian or operating a motor vehicle of any type, to fail to obey any such applicable traffic control sign, signal, lane marking or other device, whether permanent or temporary, unless otherwise directed by a police officer or city personnel conducting city business.
7. **FEES.** Fees for pavilion and other facility rentals shall be set by resolution of the city council. Fees may be waived in full if reservations by a non-profit are found to result in a public benefit directly or if proceeds from the reserved event are found to be a benefit to the city. Monies must be paid at the time of reservation. Cancellations must be made two (2) weeks or more prior to event date and all cancellations are subject to a \$20 fee.

Deposits, in an amount set by resolution of the city council, shall also be collected for pavilion rentals. Said deposit shall be forfeited for damage to park facilities, failure to properly clean facilities, or violations of park rules that are found in connection to the rental.

8. **PAVILION RESERVATIONS.** Picnic pavilions shall be available to persons 18 years of age and older on a first-come, first-served basis. Reservations will be taken beginning on the first business day of each calendar year for city residents and the first business day of March for resident and non-resident applications. Fees and exclusive reservations are for weekends (Friday, Saturday, & Sunday) and holidays only.
9. **LIMITED USE FACILITY RESERVATIONS.** Any club, school, association, organization or recognized group desiring the use of specific areas of any park, such as picnic areas, athletic fields or ice rinks, shall file an application with the city manager and shall not use the park or area until the permit is granted.
 - 1) All permits shall require the permittee to clean up the park area after activity has terminated. All applications for permits must give the name, address and phone number of the permittee or the person responsible for the necessary policing thereof.
 - 2) All persons shall honor any special permits issued by the city, for certain areas, days and times, to clubs, organizations, teams or any other groups, including, but not limited to, picnic grounds, ball fields, skating rinks, stadiums, provided that such permit is on official forms when presented.
 - 3) Reservations will be given on a first come, first served basis beginning the first business day of each calendar year. Priority in the use of ball fields, soccer fields and similar athletic facilities in city parks shall be given to organizations scheduling regular games or matches. The city manager shall have the authority to designate organizations to provide for scheduling and oversight of use of athletic fields. Such organizations shall schedule use of the fields in a way that accommodates use by all interested organizations to the greatest extent feasible and to provide for compliance by these rules and regulations by all organizations using the athletic facilities.
 - 4) The city manager shall have the authority to restrict use of athletic fields to avoid excessive wear and tear on facilities.
 - 5) Organizations using athletic fields for scheduled games, matches and practices shall be responsible for removing litter from the areas used for their activities. In addition, organizations shall be responsible for removing and storing any equipment used in their activities. Installation of bleachers or similar facilities must be authorized by the city manager or his/her designee.
 - 6) The city will provide refuse disposal and the maintenance of athletic fields in coordination with the needs and schedules of organizations using the fields. Organizations using athletic fields that undertake specific activities uniquely required for their particular use of the fields such as the installation of bases or nets, the painting of lines on fields, etc. require prior approval.
 - 7) Playscapes, restrooms, play equipment are not available for reservation.
10. **EXPANDED PARK USE AND RESERVATIONS.** Swartz Creek-based organizations (defined as non-profit organizations or institutions with a principle office or auxiliary presence within the Swartz Creek school district) may be permitted the use of designated areas of city parks, including control during hours the parks are closed to the public, subject to the following conditions:
 - 1) Use must be pre-approved by the city council.
 - 2) The organizations' use of the park area shall not violate any local or state law nor unreasonably interfere with the use and enjoyment of adjacent park areas by others.
 - 3) The organizations shall hold the city harmless from liability for incidents arising out of the organizations' use of the park area and shall provide evidence of insurance coverage.
 - 4) The city reserves the right to direct where organizations' structures are installed and activities conducted to minimize damage to park property and facilities and to limit interference with the use of adjacent areas of the park.
 - 5) Fees shall equal the cost of all pavilion rentals for the park in use on a daily basis. Additional fees may be charged for services requested of the city and negotiated in advance, including use of barricades, additional utilities, port-a-johns, etc.
 - 6) In no case will use result in a charge for or prohibition on general access to the park by the public, by vehicle or other means.
 - 7) Reservations for this category can be granted by the city council beginning December 1 of the previous calendar year.
- 11) **VENDING.** Vending, including food trucks, is permitted on a limited basis after application to the city manager and under the administrative rules that may be set by the city, including a background check and administrative fee.

12) **DOG PARK REGULATIONS.** Within the designated dog park area in Elms Park, dogs are permitted under the following regulations. Elsewhere in the city, the city code applies.

- 1) All dogs must be leashed when not in the designated and enclosed dog park facility, including the adjacent parking lot.
- 2) Any person bringing a dog or dogs to the dog exercise area must have one leash per dog.
- 3) There shall be no more than three dogs per person allowed in the dog exercise area. Any person bringing a dog or dogs to the dog exercise area must have at least one dog feces waste bag per dog in his or her possession and must remove any feces deposited by the dog(s) in their care.
- 4) Persons under sixteen years of age visiting the dog exercise area must be accompanied and supervised by a parent or guardian or other responsible adult with permission of the parent or guardian.
- 5) Each dog shall always be under visual and voice control of the owner or other responsible person at least 16 years of age.
- 6) All dogs must have current vaccinations and licenses and shall wear a collar.
- 7) Aggressive dogs, as defined below, are not permitted in or around the dog exercise area, including but not limited to, the parking lot. Owners or other responsible persons will be held legally responsible for any injury caused by a dog that they bring in or around the dog exercise area.

An aggressive dog means:

- i. A dog that bites a person. However, a dog shall not be considered aggressive if the dog bites a person wrongfully assaulting the dog or the dog's owner, or if the dog bites a person after being provoked by that person.
 - ii. A dog that injures or kills another domestic animal without provocation.
- 8) Female dogs in heat are not permitted in or around the dog exercise area including, but not limited to, the parking lot.
 - 9) Dog owners or other responsible persons shall provide dogs with drinking water while visiting the dog exercise area when weather conditions require.
 - 10) Dog owners or other responsible persons shall not keep dogs enclosed in a vehicle during hot weather which may cause injury to the dog.
 - 11) Any person having knowledge of a dog having bitten, scratched, or injured a person or other animal within the dog exercise area, including but not limited to the parking lot, shall report the incident to the police department by calling 911.

12) **PUBLIC NOTICE.** The public shall be deemed to have been properly notified of the provisions of these rules and regulations upon their publication in a newspaper of general circulation in the city. Signs may be posted to insure substantial compliance with the provisions of these rules and regulations.

13) **Trails.** Non-motorized trails are public trails that are restricted to pedestrians and non-motorized vehicles, such as bicycles and scooters.

- 1) Stay on marked trails, respect trail conditions, and obey closures.
- 2) Pack out what you bring in and/or utilized waste receptacles.
- 3) Dismount and use the center of wet trails; alert other users before passing; maintain a safe speed (20 mph or lower); right on the right half of the trail, expect to pass; dismount and walk for bottlenecks or near obstructions.
- 4) Use of the trails for motor vehicles of any type is explicitly prohibited except for official city or emergency access.
- 5) Keep pets leashed on trails.
- 6) Walkers have the right of way on non-motorized trails
- 7) Class 1 & Class 2 electric bicycles (pedal activated with a top speed of 20 MPH) can be used on improved surface trails; e-bikes are NOT permitted on sidewalks or aggregate surface paths.

City Council Approval: November 25, 2024

CITY OF SWARTZ CREEK PARK & PAVILION RENTAL AGREEMENT

The Renter Agrees:

1. To abide by and enforce all rules and policies as described in this Rental Agreement and the City of Swartz Creek Park Rules and Regulations.
2. The pavilions and grounds are under the supervision of the Metro Police, the City, and its employees/representatives, who shall have the authority to restrict the use of the pavilion and grounds when it is deemed such will be detrimental to the operation of the facilities or in violation of the Rental Agreement and the City of Swartz Creek Park Rules and Regulations.
3. The pavilions and grounds shall be subject to inspection at any time.
4. Metro Police, the City, and its employees/representatives reserve the right to halt any function that is deemed to be in violation of the city's ordinances, park rules, or this agreement.
5. That they are 18 years of age or older.
6. To indemnify the City of Swartz Creek and its employees or agents for all liability to persons or property on the premises.
7. To reimburse the City of Swartz Creek for any damages to the premises, buildings, landscaping, and equipment.
- 8. To forfeit their deposit for any observed violations to this Rental Agreement and the City of Swartz Creek Park Rules and Regulations.**
9. To accept the premises in its present condition and return it in like or better condition.
10. To vacate & clean the premises prior to park closure (pictures demonstrating rental clean up and restoration are recommended).
11. There shall not be any use of nails, staples, or other fasteners on tables or structures (tape is acceptable).
12. There shall not be use of confetti, streamers, water balloons, and similar party favors that create debris.
13. To clean all tables, remove and dispose of all trash and debris, clean tables, and remove and dispose of all decorations.
14. Not to leave personal property on the premises other than during the rental period.
- 15. There will not be any alcohol consumption within the park.**
- 16. There will not be any inflatables, petting zoos, amplified sound (including DJ's) within the park.**
- 17. All cars are to park in designated areas. At no time are vehicles allowed in grassy areas near pavilions.**
18. To be responsible for cleanup of tables and extinguish all fires in grills. Please do not put coals in garbage.
19. To forfeit payment if cancellation occurs within two weeks prior to rental date, and to pay \$20 for any cancellation. Inclement weather does not negate the cancellation policy stated above.

Applicant Signature: Sandra L. Bell, President Date: 5-22-2025



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

FRIENDS OF ABRAMS PARK
C/O SANDRA BRILL
5352 GREENLEAF DRIVE
SWARTZ CREEK, MI 48473

Date:
05/30/2024
Employer ID number:
99-2747590
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
April 24, 2024
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053543004254

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

003343

Keep this part for your records.

CP 575 (Rev. 1-2022)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 E

0509909774

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 05-02-2024
EMPLOYER IDENTIFICATION NUMBER: 99-2747590
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
PHILADELPHIA PA 19255-0023



FRIENDS OF ABRAMS PARK
% SANDI BRILL
5352 GREENLEAF DR
SWARTZ CREEK MI 48473

FRIENDS OF ABRAMS PARK PRESENTS "A HEAVY HOBBY"

WHERE: **ABRAMS PARK, Pavilion 2**
 (next to the restroom facility)

WHEN: **SATURDAY, JUNE 21ST**

TIME: **11:00 a.m.**

SPEAKER: **BOOTS ABRAMS**

FREE EVENT



A unique collection of antique pressing irons will be presented by Boots Abrams, who is 94 years of age, and Honoree of Abrams Park.

A handout will be made available to the community regarding the history about the irons.

Boots and her beloved husband Dick (who passed in 2019), collected these irons on their "dates" starting back about 40 years ago.

You will be able to ask questions after the presentation and handle the irons at the table.

This event is appropriate for all age groups. Educational and Informational!



Hosted by:
Friends of Abrams Park
(810) 449-7456
Facebook: Friends of Abrams Park
abramsparksc@gmail.com



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

June 2, 2025

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

Re: Proposal for the City of Swartz Creek As-Needed Services

Dear Mr. Zettel:

DLZ Michigan, Inc. (DLZ) is pleased to submit this proposal to the City of Swartz Creek (CITY) for professional As-Needed Services for the FY25-26 fiscal years (June 2, 2025, through June 30, 2026).

SCOPE OF SERVICES

Task 1 – FOG Program Administration

DLZ proposes to update the Survey 123 software program as necessary and provide assistance with program administration and enforcement as needed. Approximately ten (10) staff hours and \$1,400.00 are estimated to complete this task.

Task 2 – Miscellaneous Consulting Services

Throughout the year, additional sewer services may be needed, at the request of the CITY. Approximately fifty (50) staff hours and \$6,000.00 are estimated to complete this task.

RESPONSIBILITIES OF THE CITY

- The CITY will assign a primary contact for the duration of the project.
- The CITY will review all draft documents provided by DLZ in a timely manner.

TERMS AND CONDITIONS

The Standard Terms and Conditions, as set forth as attached Exhibit A, are incorporated here into and made a part of this Proposal. The Client referred to in the Standard Terms and Conditions means the City of Swartz Creek.

SERVICES FEE

For services described in the **SCOPE OF SERVICES**, DLZ proposes to charge, and the CITY agrees to pay an estimated not to exceed fee of **\$7,400.00** in accordance with the attached Exhibit B Rate Schedule. Invoices will be rendered monthly.

If you approve and accept this Proposal, please sign, date, and return one copy of this Proposal for our records. Should you prefer to issue a Purchase Order as your official acceptance, we request that you reference this Proposal in your paperwork.

DLZ appreciates the opportunity to submit this Proposal for professional services. This offer will remain open for acceptance for 60 days. If for any reason you should have questions, please do not hesitate to call Laura Gruzowski at (248) 836-4053.



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

City of Swartz Creek
2025-2026 As-Needed Services
June 2, 2025
Page 2 of 2

Respectively,
DLZ MICHIGAN, INC.

Manoj Sethi, P.E.
President

Attachment:
Exhibit A: Standard Terms and Conditions
Exhibit B: Rate Schedule

Approved and Accepted

Signature _____

Printed Name _____

Title _____

Date _____

Exhibit A
DLZ'S STANDARD TERMS AND CONDITIONS

1. INVOICES AND PAYMENT: Unless the parties have agreed otherwise, DLZ will submit monthly invoices to CLIENT for services performed in the prior month. Except to the extent CLIENT disputes in good faith all or a portion of a DLZ invoice, CLIENT will pay DLZ the invoiced amount within thirty (30) days from the date of the invoice; and, in default of such payment, agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. Invoiced amounts not in dispute will accrue interest at eight percent (8%) per annum after they have been outstanding for over thirty (30) days. If an invoiced amount not in dispute remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all project services until all unpaid invoiced amounts not in dispute are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this agreement.

2. CONSTRUCTION SERVICES: If DLZ's scope of services includes providing professional services during the project's construction phase, DLZ will not have control over or be responsible for contractor means, methods, techniques, sequences, procedures, or schedule, or the contractor's failure to comply with the construction contract documents or applicable laws, ordinances, rules or regulations. If DLZ provides construction inspection or observation services, DLZ will report to CLIENT all contractor deviations from the construction contract documents that come to DLZ's attention. However, such services are solely intended to enable DLZ to maintain familiarity with, and keep CLIENT informed of, the general progress and quality of the contractor's work, and not to require DLZ to perform exhaustive inspections of contractor work for its compliance with the construction contract documents, which shall remain solely contractor's responsibility.

3. CHANGES IN REQUIREMENTS: In the event additional services are required due to a change, after the date of this agreement, in CLIENT's requirements, or in the applicable law, standards, or governmental requirements or policies, DLZ will be entitled to additional compensation for such additional services.

4. SURVEY STAKING: If DLZ's scope of services includes survey layout, DLZ will not be responsible for subsequent disturbances of its layout except to the extent caused by DLZ or persons for whom it is responsible.

5. MISCELLANEOUS EXPENSES: Except to the extent otherwise provided in this agreement, CLIENT is responsible for all third-party fees and charges including, without limitation, fees and charges for inspections, zoning or annexation applications, assessments, soils engineering, soils testing, aerial topography, permits, rights-of-entry, bond premiums, title company charges, blueprint and reproduction costs, and all other third-party fees and charges.

6. CHANGE OF SCOPE: DLZ's scope of services in this agreement is based on facts known at the time of execution of this agreement, including, if applicable, information supplied by CLIENT. DLZ will promptly notify CLIENT in writing of any perceived changes to its scope of services required by new information or by persons or circumstances beyond DLZ's control, and the parties shall negotiate modifications to this agreement before DLZ begins performance of the revised scope.

7. SAFETY: DLZ will take reasonable steps to protect the safety of its employees, and to perform its services in a safe manner. DLZ is not responsible for project safety other than with regard to its own services.

8. REUSE OF PROJECT DELIVERABLES: CLIENT's use of any project documents or DLZ deliverables, including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaption by DLZ for the specific purpose intended, will be at CLIENT's sole risk.

9. OPINIONS OF CONSTRUCTION COST: Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contractor bids or actual cost to CLIENT.

10. INSURANCE: During the performance of its services and for two years thereafter, DLZ will maintain the following minimum insurance coverage: General Liability- \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$1,000,000 personal/advertising injury aggregate; Automobile Liability- \$1,000,000 combined single limit; Workers Compensation and Employers Liability- in conformance with statutory requirements, and \$1,000,000 employers liability; and Professional Liability- \$2,000,000 per claim and in the aggregate. Certificates evidencing such coverage will be provided to CLIENT upon request. If DLZ is providing construction phase services, CLIENT agrees to require its contractor to include DLZ as an additional insured on the contractor's General Liability and Automobile Liability insurance policies, and DLZ's above-listed coverage will be excess over the contractor's coverage, which will be primary.

11. INDEMNITY: To the fullest extent permitted by law, each of the parties agrees to indemnify and save harmless the other party from and against all liability, damages, and expenses, including reasonable attorney's fees, sustained by the other party by reason of injury or death to persons or damage to tangible property, to the proportionate extent caused by the negligent acts or omissions of the indemnifying party or its employees.

12. CONSEQUENTIAL DAMAGES: Neither party will be liable to the other for consequential, special, incidental, indirect, liquidated, or punitive damages.

13. LIABILITY: No employee of DLZ or of its parent, subsidiary, or affiliated companies will be personally liable to CLIENT. DLZ's total liability to CLIENT, and any coverage of CLIENT as an additional insured under any of DLZ's insurance policies, for injuries, claims, losses, expenses or damages arising out of DLZ's services or this agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract, will not exceed the total compensation received by DLZ under this agreement.

14. DISPUTES: Any claim or controversy arising out of or relevant to this agreement, or the breach thereof, shall be settled by binding arbitration in the state in which the project is located, in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be rendered in any court having jurisdiction thereof.

15. STATUTE OF LIMITATIONS: The parties agree that the time period for bringing claims regarding DLZ's Service's under this agreement expires on the earlier of one year after completion of the project, or two years after completion of DLZ's project services.

16. DELAYS: DLZ is not responsible for delays caused by persons or circumstances for which DLZ is not responsible.

17. SHOP DRAWINGS: If DLZ's scope of services includes reviewing shop drawings, such reviews are solely with regard to their general conformance with the design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions, quantities, constructability, compatibility with other construction components, or compliance with the requirements of the construction contract documents, all of which remain the contractor's responsibility. DLZ is not responsible for reviewing or approving the contractor's safety precautions or construction means, methods, sequences or procedures.

18. ACCEPTANCE: Both parties will consider DLZ's initiation of services prior to execution of this agreement in order to accommodate CLIENT, at CLIENT's request, as CLIENT's formal acceptance of all of the terms and conditions in this agreement.

19. STANDARD OF CARE: DLZ will perform its services with the care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in the same locale. DLZ does not make, and expressly disclaims, any other warranties, express or implied, relating to its services including, without limitation, warranties of merchantability and fitness for a particular purpose. DLZ shall be entitled to rely on all CLIENT-provided information except to the extent otherwise stated in the agreement.

DLZ MICHIGAN, INC.
STANDARD FEE STRUCTURE - ENGINEERING/ARCHITECTURAL
2025

Employee Classification	Hourly Rate
Principal	\$270.00
Division Manager/Principal Architect/Senior Project Manager	\$250.00
Department Manager/Project Manager II	\$220.00
Project Manager I	\$185.00
Engineer VI/Architect VI/Landscape Architect VI/ Planner VI/Scientist VI/Geologist VI / Surveyor VI	\$205.00
Engineer V/Architect V/Landscape Architect V/ Planner V/Scientist V/Geologist V / Surveyor V	\$190.00
Engineer IV/Architect IV/Landscape Architect IV/ Planner IV/Scientist IV/Geologist IV/Surveyor IV	\$175.00
Engineer III/Architect III/Landscape Architect III/ Planner III/Scientist III/Geologist III/Surveyor III/Designer IV	\$155.00
Engineer II/Architectural Associate II/Landscape Architect II/ Planner II/Designer III/Scientist II/Geologist II/Surveyor II	\$135.00
Engineer I/Architectural Associate I/Landscape Architect I/ Planner I/Scientist I/Geologist I/Surveyor I	\$115.00
Programmer	\$180.00
Senior GIS Analyst	\$160.00
GIS Specialist	\$115.00
Designer II (straight time)	\$125.00
Designer II (over time)	\$170.00
Designer I (straight time)	\$108.00
Designer I (over time)	\$150.00
CAD Technician (straight time)	\$98.00
CAD Technician (over time)	\$137.00
Construction Administrator	\$185.00
Construction Observer Manager	\$145.00
Construction Observer (straight time)	\$110.00
Construction Observer (over time)	\$155.00
Field Technician IV (straight time)	\$110.00
Field Technician IV (over time)	\$155.00
Field Technician III (straight time)	\$100.00
Field Technician III (over time)	\$140.00
Field Technician II (straight time)	\$90.00
Field Technician II (over time)	\$125.00
Field Technician I (straight time)	\$80.00
Field Technician I (over time)	\$110.00
Clerical (straight time)	\$85.00
Clerical (over time)	\$120.00
Survey Crew Classification	Hourly Rate
2 - person Survey Crew (straight time)	\$225.00
2 - person Survey Crew (over time)	\$315.00
1 – person Survey Crew (straight time)	\$155.00
1 – person Survey Crew (over time)	\$220.00
Survey Instrument Person (straight time)	\$95.00
Survey Instrument Person (over time)	\$140.00

Field Survey Technician (straight time)	\$118.00
Field Survey Technician (over time)	\$165.00
Reimbursable Expenses	Rate
Mileage (per mile)	Per Federal Guideline
Field Vehicle (Daily Rate)	\$75.00/day
Travel Expenses	Cost plus 10%
Local Plan Review Fees	Cost plus 10%
Reproduction	Cost plus 10%
Subconsultants	Cost plus 10%
Equipment Rental	Cost plus 10%
<p>Rates are subject to revision on January 1, 2026</p> <p>Cost of living/inflation increases based on Federal Guidelines</p> <p>(Note Survey Crew includes Robotic Total Station and GPS. An additional fee of \$100 per day for a Drone.)</p>	

MEMORANDUM OF UNDERSTANDING
BETWEEN
GENESEE COUNTY PARKS AND RECREATION COMMISSION
& CITY OF SWARTZ CREEK
FOR PATROL OF ELMS PARK, SWARTZ CREEK, MICHIGAN

The above mentioned organizations are entering into an AGREEMENT on _____ within which the terms of the partnership and responsibility of involved partners is laid out.

PURPOSE: To grant Genesee County Parks Ranger Division permission to patrol and enforce Swartz Creek park rules at Elms Park, Swartz Creek, Michigan, in accordance with terms below.

Genesee County Parks and Recreation Commission agrees to:

- Provide Park Ranger support to Elms Park, Swartz Creek, Michigan
- Park Ranger Division will patrol and enforce Swartz Creek Park Rules at Elms Park between 10:30am and 1:00pm, 1.5 hours total, on Saturdays and Sundays from June 15 to September 30, 2025.
- Park Ranger Division will have full law enforcement powers while patrolling Elms Park, including City Park Rules, and State and Federal Laws.
- Park Ranger Division will not respond to calls for service outside of the above determined time frame to patrol.
- Park Ranger Division will manage any police investigations that occur during the time frame to patrol for any arrest or citation issued.

City of Swartz Creek agrees to:

- Pay for Detective services that stem from arrests, citations, or criminal complaints taken by the Park Ranger Division at the specified rates below, including wages and vehicle usage.
- Pay for Park Ranger Division court appearances at the specified rate below, for a minimum of two hours per appearance.
- Supply a certificate of insurance with Genesee County 1101 Beach Street Flint, MI and Genesee County Parks and Recreation Commission 5045 E. Stanley Road Flint, MI listed as an additional insured to current coverage standards.

SERVICE	RATE PER HOUR	NOTE
Park Ranger	\$35.00	1 Park Ranger, day shift
Vehicle Usage	\$25.00	
Detective	\$25.00	
Court Appearances	\$52.50	Minimum 2 hours paid

The authorized representatives of the partnering agencies hereby agree to accept this Memorandum of Understanding as of the date first written above with a term of six (6) months following the date of initial execution.

CITY OF SWARTZ CREEK

GENESEE COUNTY PARKS &
RECREATION COMMISSION

By:

Its:

By:

Its:

By:

Its:



OPINION OF PROBABLE CONSTRUCTION COST

ORCHARD, HILTZ & McCLIMENT, INC.

34000 Plymouth Road, Livonia, Michigan, 48150

Telephone: (734) 522-6711 FAX: (734) 466-4557

PROJECT: Swartz Creek Category B
LOCATION: Swartz Creek, MI
WORK: Estimated 4" mill and resurface with curb and
gutter removal and replacement for application (see location map)

DATE: June 4, 2025
PROJECT #: Category B Application
ESTIMATOR: AN
CHECKED BY: RJD
CURRENT ENR:

ITEM CODE	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	COST
CATEGORY 1 - Civic Dr					
1100001	Mobilization, Max	LSUM	0.33	\$ 39,900.00	\$ 13,167.00
2040020	Curb and Gutter, Rem	Ft	200	\$ 15.00	\$ 3,000.00
2057021	Subgrade Undercutting, Type II, 21AA	Cyd	50	\$ 75.00	\$ 3,750.00
3027031	Aggregate Base, Modified	Ton	120	\$ 40.00	\$ 4,800.00
4030005	Dr Structure Cover, Adj, Case 1	Ea	5	\$ 750.00	\$ 3,750.00
5010002	Cold Milling HMA Surface	Syd	2600	\$ 3.00	\$ 7,800.00
5012025	HMA, 4EML	Ton	292	\$ 110.00	\$ 32,120.00
5012037	HMA, 5EML	Ton	292	\$ 110.00	\$ 32,120.00
8020038	Curb and Gutter, Conc, Det F4	Ft	200	\$ 30.00	\$ 6,000.00
8257051	Signing Placeholder	LSUM	0.33	\$ 20,000.00	\$ 6,600.00
8267051	Traffic Control Placeholder	LSUM	0.33	\$ 125,000.00	\$ 41,250.00
8507051	Pavement Striping Placeholder	LSUM	0.33	\$ 85,000.00	\$ 28,050.00
CATEGORY 2 - Fredrick St					
1100001	Mobilization, Max	LSUM	0.33	\$ 39,900.00	\$ 13,167.00
2040020	Curb and Gutter, Rem	Ft	200	\$ 15.00	\$ 3,000.00
2057021	Subgrade Undercutting, Type II, 21AA	Cyd	60	\$ 75.00	\$ 4,500.00
3027031	Aggregate Base, Modified	Ton	88	\$ 40.00	\$ 3,520.00
4030005	Dr Structure Cover, Adj, Case 1	Ea	11	\$ 750.00	\$ 8,250.00
5010002	Cold Milling HMA Surface	Syd	2000	\$ 3.00	\$ 6,000.00
5012025	HMA, 4EML	Ton	214	\$ 110.00	\$ 23,540.00
5012037	HMA, 5EML	Ton	214	\$ 110.00	\$ 23,540.00
8020038	Curb and Gutter, Conc, Det F4	Ft	200	\$ 30.00	\$ 6,000.00
8257051	Signing Placeholder	LSUM	0.33	\$ 20,000.00	\$ 6,600.00
8267051	Traffic Control Placeholder	LSUM	0.33	\$ 125,000.00	\$ 41,250.00
8507051	Pavement Striping Placeholder	LSUM	0.33	\$ 85,000.00	\$ 28,050.00
CATEGORY 3 - School St					
1100001	Mobilization, Max	LSUM	0.33	\$ 39,900.00	\$ 13,167.00
2040020	Curb and Gutter, Rem	Ft	200	\$ 15.00	\$ 3,000.00
2057021	Subgrade Undercutting, Type II, 21AA	Cyd	60	\$ 75.00	\$ 4,500.00
3027031	Aggregate Base, Modified	Ton	104	\$ 40.00	\$ 4,160.00
4030005	Dr Structure Cover, Adj, Case 1	Ea	5	\$ 750.00	\$ 3,750.00
5010002	Cold Milling HMA Surface	Syd	2100	\$ 3.00	\$ 6,300.00
5012025	HMA, 4EML	Ton	254	\$ 110.00	\$ 27,940.00
5012037	HMA, 5EML	Ton	254	\$ 110.00	\$ 27,940.00
8020038	Curb and Gutter, Conc, Det F4	Ft	200	\$ 30.00	\$ 6,000.00
8257051	Signing Placeholder	LSUM	0.33	\$ 20,000.00	\$ 6,600.00
8267051	Traffic Control Placeholder	LSUM	0.33	\$ 125,000.00	\$ 41,250.00
8507051	Pavement Striping Placeholder	LSUM	0.33	\$ 85,000.00	\$ 28,050.00
SUBTOTAL FOR CATEGORY 1 - Civic Dr					\$ 182,407.00
SUBTOTAL FOR CATEGORY 2 - Fredrick St					\$ 167,417.00
SUBTOTAL FOR CATEGORY 3 - School St					\$ 172,657.00
TOTAL OPINION OF PROBABLE CONSTRUCTION COST =					\$ 522,481.00

City of Swartz Creek
Project:
Civic Dr, School St, and Fredrick St.
Location Map

