## City of Swartz Creek AGENDA

Regular Council Meeting, Monday, June 13, 2022, 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:
- 3. ROLL CALL:

4.	MOTION TO APPROVE MINUTES: 4A. Council Meeting of May 23, 2022	MOTION	Pg. 39
5.	APPROVE AGENDA: 5A. Proposed / Amended Agenda	MOTION	Pg. 1
6.	REPORTS & COMMUNICATIONS:6A.City Manager's Report6B.Staff Reports & Meeting Minutes6C.Purchase Agreement for 8002 Miller Road6D.AFSCME Labor Agreement & Summary6E.Consumers Energy Hearing Notice6F.Federal Aid Buyout Exchange Guidance6G.Fiscal Year 2023 Budget Book6H.2022 Master Plan	MOTION	Pg. 8 Pg. 53 Pg. 87 Pg. 95 Pg. 139 Pg. 141 Link Link
7.	MEETING OPENED TO THE PUBLIC:7A.General Public Comments		
8.	COUNCIL BUSINESS:8A.Approve Fiscal Year 2023 Budget Book8B.Update Rate and Fee Schedule8C.Approve AFSCME Labor Agreement8D.8002 Miller Sale Affirmation8E.Road Money Buyout Submission Authorization8F.Approve 2022 Master Plan	RESO RESO RESO RESO RESO RESO	Pg. 23 Pg. 24 Pg. 35 Pg. 35 Pg. 36 Pg. 37
9.	MEETING OPENED TO THE PUBLIC:		
10.	REMARKS BY COUNCILMEMBERS:		
11.	ADJOURNMENT:	MOTION	Pg. 37
Next Month Calendar			

Zoning Board of Appeals:	Wednesday, June 15, 2022, 6:00 p.m., PDBMB (Cancelled)
Fire Board:	Monday, June 20, 2022, 6:00 p.m., Public Safety Building
City Council:	Monday, June 27, 2022, 7:00 p.m., PDBMB
Metro Police Board:	Wednesday, June 22, 2022, 10:00 a.m., Metro HQ
Planning Commission:	Tuesday, July 5, 2022, 7:00 p.m., PDBMB
Park Board:	Wednesday, July 6, 2022, 5:30 p.m., PDBMB
Downtown Development Authority:	Thursday, July 14, 2022, 6:00 p.m., PDBMB,
City Council	Monday, July 11, 2022, 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 13, 2022, 7:00 P.M.

The regular virtual meeting of the City of Swartz Creek city council is scheduled for **June 13, 2022** starting at 7:00 p.m. and will be conducted virtually (online and/or by phone), due to health concerns surrounding Coronavirus/COVID-19 and rules promulgated by the Michigan Department of Health and Human Services.

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 Connie Olger, 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.
- Details, phone numbers, and links to videoconference or conference call is provide 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 <u>join.zoom.us</u> 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 (DMTF) 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.

Connie Olger is inviting you to a scheduled Zoom meeting.

Topic: Swartz Creek City Council Meeting Time: June 13, 2022 07:00 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/u/kz4Jb4etg

If you have any further questions or concern, please contact 810-429-2766 or email <u>colger@cityofswartzcreek.org.</u>

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) persons have an illness, injury, disability or other health-related condition that poses a risk to the personal health or safety of members of the public or the public body if they were to participate in person; or (3) 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 whom 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 13, 2022 - 6:00 P.M.

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

FROM: Adam Zettel, City Manager

**DATE:** June 8, 2022

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

MICHIGAN TAX TRIBUNAL APPEALS (No Change of Status)
 We continue with an appraisal of Family Farm and Home. This is for an appeal filed last year.

✓ **STREETS** (See Individual Category)

## ✓ 2020-2023 TRAFFIC IMPROVEMENT PROGRAM (TIP) (Business Item)

The Morrish Road project (including a mid-block crossing at Apple Creek & a left turn lane on Fortino) is underway. This is a federally supported project that is being overseen by the MDOT. As of writing, the road is open to two way traffic and will remain open until complete, barring any temporary issues. We hope this may be substantially complete before we meet on the 13<sup>th</sup>.

Applications for the next round of TIP have been submitted and reviewed for Seymour and Miller (Morrish to N. Seymour). We have secured funding for Miller Road, with Seymour coming in very close to being funded as well. As of writing, it appears Miller is up for 2023 funding, which is good because that road is falling apart very quickly.

In related news, *there is a new state law that will permit the buyout of federal funds by MDOT.* What this means is that the city could 'sell' its federal award back to MDOT for 90 cents on the dollar. In doing so, MDOT retains more funds for their federal work, and local units can still realize savings by avoiding costly federal standards, reporting, engineering, and observation costs.

I strongly recommend we do this for Miller Road. The federal award for this project is \$1,054,959 for the \$1.33M project. At 90%, this will be \$949,463 of less restricted road money. If we use these funds to locally bid the project, as we have recently done with Seymour, I expect we can get the \$1.32M project done for under \$949,463. What is even better, is that the funds that remain, if any, can be spent to expand the project scope as we see fit.

This has been what we have been waiting for as it relates to federal street programming. The Metropolitan Alliance reviewed a draft set of guidelines on June 2<sup>nd</sup>. As of writing, we just got the official 'call for exchanges, which opens on June 21, 2022. I recommend we submit Miller Road as a candidate project for a buyout. I am told that submission does not guarantee buyout due to program constraints. I am including the guidelines and a resolution to permit submission for a buyout by staff.

### ✓ STREET PROJECT UPDATES (Update)

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

**The city has approved bids to resurface** the civic parking lot, Bristol (Elms to West city limit), Seymour Road, and Hill Road. We are currently working to fix catch basins in the project areas, as well as to have Glaeser Dawes do a full depth reconstruction for the really nasty part of Bristol. Ace will pave afterwards.

OHM is preparing preliminary engineering for the remainder of Winchester Village and Winchester Woods. This is a very large scope of work. If we were not pursuing the USDA phase II, we would likely engineer a single street, perhaps Greenleaf. However, with the USDA funding prospect, it is possible that we will have a much larger scope of work to complete in the two year performance period.

We will report the status of the USDA grant so that we can better plan for future projects.

#### ✓ BRIDGE WORK (No Change of Status)

We are cooperatively bidding work for the Elms Road bridge with the Genesee County Road Commission. The work required consists of an epoxy overlay on the Elms Road bridge. This work was called for during the last bridge inspection. The proposal from the GCRC indicates that the total cost is expected to be \$25,000. Because this is being bid with about a dozen other county bridges, we expect the cost to be lower.

The county sent notice that they are seeking late summer construction. I will update the council with the bid results and timeline. The potential for lane closures or detours is unknown, but the project will be brief in duration.

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

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

A large lining program is underway. This will finish up most of downtown and include Miller, from Elms to Morrish. Televising of lines is occurring now. Once complete, the lining will commence.

We held off on cleaning and inspections for future lining projects for the time being. When we consider our recent discussions regarding a jetting truck, it might be best to consider these only after we know if we are to do them in-house or with a contractor. Note that we are still looking at costs for in-house vs contracted cleaning. See the "sewer truck" section below for details.

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

Phase I of the USDA water main work is substantially complete.

OHM is finishing an application for another round of USDA grant/loans. We have completed the 2025 theoretical budget and rate study. A public hearing was also

held. At this point, we have some professional services to line up for the borrowing process. Please see details on this under New Business.

This project will help us afford the remainder of the Winchester Village Streets:

Greenleaf Winshall Durwood Norbury Whitney Seymour (partial section only)

To align our water main and street projects, we needed to skip street reconstruction in 2022 so that the USDA process is ready to go. The upside is that 2023 and 2024 could see the total completion of all Village water main and streets. Doing so will also require another street bond (funded with existing revenues). This is something we can probably arrange for ten years like we did with the first segment of road work.

If the USDA application is approved, we will know our obligations towards additional notes or access to grants. We can then formalize a workable financial and construction plan to finish the Village streets and water main. Note that we seek preliminary engineering for the streets at this meeting (not water main at this time).

As presented by the GCDC on April 12, the new county Master Plan includes a northern loop and southern loop option to provide redundancy and stability to the system. This is good news since Gaines and Clayton Township rely on the overstressed Miller line. There will not be any cost participation by the city, but the timeline is unclear. There are rumors that recovery act funds may be put forth to accelerate a loop.

The city is revisiting an effort to work with the county to abandon the 8" Dye Road water main in the vicinity of the rail line (west side of Dye). This line is prone to breaks, which can be very costly and dangerous near the rail spur. The intention would be to connect our customers to the other side of the street, onto the county 16" line. It appears the transition cost would be about \$25,000. Mr. Harris and I have learned of the needs from the county and are ready to proceed. We may look to add this as USDA work or bring back a separate proposal. Note that the city line will be abandoned, but the city will still retain the customers.

### ✓ WATER SYSTEM MASTER PLAN (No Change of Status)

The water reliability study has been submitted to the state. They are reviewing the document and will provide feedback. They have been doing so since September. We are seeking an update so we can move on with our lives. Once finalized, we can integrate the findings into the city capital improvement plan.

#### ✓ **COMMERCIAL METERS AND TRANSPONDERS** (No Change of Status)

Rob is purchasing about \$10,000 worth of commercial meters. This is in the budget. The age of many of these are starting to raise flags concerning accuracy and

reliability. We have definitely had some reliability issues with the larger meters at the schools.

We are just now pricing mechanical and ultra-sonic meters. The idea was to invest big and replace a majority of such meters in one swoop. However, we are now opting to buy them incrementally and replace them with our staff as time permits. With this program established, we will remove this section of the update from future reports.

In related news, the technology is available and affordable to move to a live read system for the entire community. This will enable all accounts in the city to be read at any time from city hall. Meters will also track data in increments of just a few minutes, and self-report abnormalities to the city. Such reports would include backwards flow, leaks, and high usage.

This system would cost under \$100,000 to install and would save substantially on routine reads, final reads, and troubleshooting. It would also save city customers tens of thousands of dollars each year in leaks (this will also reduce property damage). I am in favor of this transition. I think it makes financial sense and is a great customer service.

I have previously attached the proposal from our meter supplier. Staff will look to include the cost for this conversion in the next budget and see how things shake out. In the meantime, I have been in contact with the legal department of the tower owner at 4355 Elms Road. I hope to affirm access rights soon.

### ✓ **STORM WATER MANAGEMENT** (No Change of Status)

We continue to move forward with formalizing more rigorous storm water management practices. This effort follows our agreement with DLZ providing inspection services, policy guidance, and training as a means to comply with state mandates and to ensure quality environmental outcomes related to storm water.

On February 22<sup>nd</sup>, we underwent our first audit of our storm water management practices and documentation. This includes our inspection and maintenance practices related to facilities and drains, construction standards, and testing of outfalls. Overall, the audit went well. However, there happened to be an unknown event occurring at the DPS during the inspections (hydraulic leak from a dump truck). The inspector is also not happy with our salt storage barn and aggregate parking lot. We may see some corrective action letters in the near future.

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

The last of the lots acquired prior to the special assessment have been sold. 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. 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 spring newsletter is out for print. We covered summer construction, important dates, storm water education, and routine spring notices on services.

#### ✓ **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.

- (Update) The Genesee Valley Trail Extension construction is underway and almost done! We also had a loop installed in Elms Park with left over millings. We may have budget to expand this or add one at Abrams. As of writing the SRTS project appears to be a 2023 project.
- 2. The **raceway owner is still considering racing**. The state has more bills in the works. We should know something soon. As a backup plan, the owner will be looking to repurpose the site and cooperate with our master plan process. For now, they have a temporary zoning permit to store surplus vehicles for GM. See details below.
- 3. *(Update)* The school voted to demolish Mary Crapo. My understanding is that the school has some unmet playing field or recreational needs, and they may be looking to locate some facilities or courts to this site. While the demolition of the school denies the community a contributing historic structure, I do not see a viable and predictable way to reuse the site. For my part, I think the scale of rehabilitation of this building and any subsequent use is far beyond the city's resources. I see this as an issue for the school and broader community, especially given our current deferred maintenance needs within our parks.
- 4. The **school bond** will exceed \$50 million in district wide improvements over two to three years. The improvements so far are very impressive, especially what is occurring at the middle and high schools. The project is now including a new access to Cappy Lane for the high school. The school is also adding a walking path on their high school campus that should be integrated with other pedestrian features. The removal of trees in this area is not without some heartache for adjacent residents.
- 5. *(Update)* **Street repair in 2022** is in high gear, with Morrish well underway with paving and Seymour mobilizing for a quick resurfacing! The other resurfacing work (Hill, part of Bristol, and the civic parking lot) has also been approved!
- 6. The Apple Creek Station development of 48 townhomes is on hold due to construction material availability and cost. They continue to seek final review by the county. If there is no change in status by the end of the year, we will remove this from future reports. These units range in size from 1,389 to 1,630 square feet, with garages. Construction will occur on vacant land in the back of the development, by Springbrook Colony. Site engineering plans have just been submitted by the owner. Rents are expected to be about \$1.00 per square foot (~ \$1,600 a month) which matches rents in Winchester Village.

- 7. The **Brewer Condo Project** is proceeding with building construction at this phase. The project includes 15 townhome condos off Morrish Road in downtown. They are approximately 1,750 square feet, with two car garages and basements. Not everyone is a fan, but we believe it will be a positive addition to the downtown in the long run.
- 8. The next **Springbrook East** phase is under construction. **There appears to be a sale of this project occurring.** Nothing is official yet, but it is likely that there will be a new builder for future phases.
- 9. The **southwest corner of Elms & Miller** is seeing some increased activity. This is likely due to the consolidation of two more properties at a recent auction, greatly expanding the available footprint.
- 10. **Diesel Pros** may not seek a site plan that will enable them to rebuild on Morrish Road after the fire in December. They indicated that this decision was due to city requirements, however, they never engaged us directly and the requirements they cited are not requirements at all. If the site is left vacant, the primary use will be rescinded and the site will need to return to vacant, unimproved land.

### ✓ **TAP/DNR TRAIL** (*No Change of Status*)

The Genesee Valley Trail Extension construction is underway. The contractor is staging at Otterburn, but they expect to be done ahead of schedule. As such, we hope to have a path and our park back by mid to late summer.

## ✓ SAFE ROUTES TO SCHOOL (Update)

We have signed easements for all four acquisitions that were necessary. We will be affirming title work and finalizing plans this summer. This project is likely to be done in 2023.

This is a substantial grant for another \$650,000+ for trails and walkways in the community! This will enable installation of paths near the middle school, Elms, and Syring for student safety. These connections will also enhance our trail network.

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

Our community needs to find specific projects to exercise a crowd funding match for a public place enhancement. This is a big deal and can provide up to \$50,000 towards a downtown project! I am told that the Otterburn pavilion may qualify!

A link to this program is here: <u>https://www.miplace.org/programs/public-spaces-</u> <u>community-places/</u>

Burrito Bros, 8013 Miller, is applying for the Development District Liquor License, which the council supported. This process is taking longer than anticipated, but there is progress. The state office is struggling with staffing.

We also submitted a grant on behalf of this business for the MEDC Match on Main grant. This grant has been awarded and will result in up to \$25,000 for investments in their downtown location (former Daves)! If so, we expect to activate the outdoor dining area! As of writing, we have requested reimbursement.

The master plan is proceeding, and the city received the funds in September 2021, to assist with this (\$30,000). The MEDC continues to offer much in-kind support to our efforts.

## ✓ TAX REVERTED PROPERTY USE (No Change of Status)

The Wade Street property is in the flood plain. J.W. Morgan was looking at it, but they have their hands full elsewhere, and this is a marginal site. I think we should consider looking to sell the property to a neighbor or having a home built ourselves. For the later option, I suspect we will not get our money back in the sale. However, we can take a tax exempt property with annual maintenance costs and put it on the tax rolls. Doing so would provide over \$1,000 a year to our respective local levies & assessments...forever.

### ✓ 8002 MILLER (Business Item)

A purchase agreement has been approved. This was available for inspection for over thirty days. No comments have been received as of writing. The city council may affirm the sale for immediate transfer at our meeting. I recommend doing so.

### ✓ **CDBG** (No Change of Status)

Applications were submitted for the 2022-2024 cycle which will go towards senior services and new downtown residential neighborhood sidewalks. We signed updated agreements to receive and use these funds on September 2<sup>nd</sup>. Work will be in 2023 for the downtown sidewalks though.

### ✓ GIS MAPS (Update)

ROWE is working to complete as much as they can for the GIS mapping and field data for storm basins, hydrants, valves, pipes (water, sewer, and storm). Once complete, we anticipate being able to update most asset information in-house. We may also get some support from Genesee County GIS.

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

Otterburn Park is a work in progress. While many features of the site have had much work done (sledding hill, parking lot base, and fairway grading/mowing), there is still a lot to do. We need to get a top covering (probably asphalt millings) for parking, seed the sledding hill, perform some drainage work, and consider future pavilion options. To help get this off the ground, I have applied to Dan Kildee's office for funds to complete all these tasks. This has been a popular project that has grown in scale and has a pronounced regional need. Hopefully, we can get something going.

If not, the volunteers are very active, the city has committed funds, and the Farmer family still has an interest in committing funds as well. We should be able to get the park up and running in some form in 2022.

The disc golf committee has been working hard to place holes for baskets, clear fairways, and raise funds. They have been out there doing some very intense volunteering.

As of writing, the trail contractor is staging here for most of the summer to perform their work. This location makes perfect sense, but the downside to using the area for

recreation is obvious. The upside is that we expect the contractor to add value to the site in exchange for its use. This will likely take the form of top soil and additional grading. Glaeser Dawes has committed to providing installed culverts for access to certain site areas, finishing of the parking lot/sledding hill, and site restoration.

## ✓ MASTER PLAN UPDATE (Update)

The planning commission held the public hearing on the master plan on June 7<sup>th</sup>. The consultant presented the plan prior to the hearing, and the plan was well received by the commission and attending public. A few minor adjustments were made, and a recommendation to approve the plan with those adjustments was approved. The final plan is included in the packet via link. The council has maintained rights to approve the plan, so a resolution is included to that end.

### ✓ **RACEWAY** (No Change of Status)

I met with ownership the week of the 14<sup>th</sup>. They are looking to proceed with reuse of the site, probably in the industrial realm. The likelihood of thoroughbred racing is very small. There may be a desire to test the waters of the community concerning the acceptance of industrial cannabis operations. We may see a concept plan for reuse this summer.

#### ✓ PAVILION COMMITMENT (Update)

The city council has committed to installing a pavilion at Otterburn Park, including a commitment of \$20,000. I have reached out to four area builders about the creation of a concept and pricing thereof. A large pavilion with bathrooms and power will run at least \$150,000, plus site work and utilities.

We have the option to go with a more basic concept, which is to be a 30x40 slab with a pole barn style pavilion. No restrooms, power, or other features are included with this.

I will see what Mr. Kildee's office might think of investment in this project. If that does not seem to be coming to fruition, we will need to work with the park board and Farmer family on a phase I concept that is affordable.

As noted previously, this project also appears to be eligible for a crowd funding match for a public place enhancement. This is a big deal and can provide up to \$50,000 towards the Otterburn pavilion! This is another wonderful RRC perk.

A link to this program is here: <u>https://www.miplace.org/programs/public-spaces-</u> <u>community-places/</u>

### ✓ WATER OPERATIONS SERVICES (Update)

I do not see a change here at anytime in the near future. Rob is doing very well as the Operator in Charge, and we have much work to do as it relates to the phase II USDA application. I will look to remove this report from future packets unless there are changes or a need from the council. The previous report follows:

We are in a position to proceed with an agreement with the GCDC-WWS to supply operational services to the city regarding the water distribution system. This has enabled us to have a broader array of options in selecting the next DPW Director. However, there is no rush to act quickly. We have the ability to take our time further study and consider options. One of the first items of business as we onboard a new director is to consider this option. I will keep the council informed.

## ✓ SECURITY CAMERAS (Update)

I looked into a wireless 5G option for Elms Park. This appears to be a very reasonable alternative from the costly fiber or standard commercial cable accounts which run hundreds a month to operate. Mundy may very likely go with the 5G option for their park, given the costly alternatives we are both running into. However, 5G is not yet available for Elms Park.

I still think the community should await implementation of our vehicle control protocols prior to investing in a security camera system and live data feed. With gates, new bollards, reduced capacities, and improved signage, we should greatly reduce nonsense activities. If not, we can entertain cameras and a data connectively at a later date.

### ✓ AMBULANCE SERVICE (No Change of Status)

It appears that Genesee County 911 is going to be recognizing dedicated municipal ambulance service. They accepted all local resolutions (11 municipalities) at their meeting on March 8<sup>th</sup>. Swartz Creek approved a resolution an agreement at the regular meeting on March 14<sup>th</sup>. The agreement has been executed and the resolution sent to 911. I will keep the city council informed of this process.

## ✓ LABOR AGREEMENTS (Business Item)

The AFSCME agreement has been tentatively approved by the bargaining unit. I am including the summary list of changes, as well as a complete form of the agreement that tracks changes. Hopefully, the changes speak for themselves.

In short, I think this is a good agreement for all parties. We are attempting to compensate employees to account for both inflation and a more competitive work environment. We obviously cannot afford to pace inflation, but we can offer a wage increase of 3.3%, which matches the Michigan Department of Treasury property tax rate inflationary increase for 2022. This figure reflects what our tax base has been authorized to increase by, barring new additions to the tax role. We have also offered one more holiday and a 1% bump to the defined contribution retirement. These account for the more substantial changes.

We also worked out some mutually agreeable changes to the scheduling, uniforms, and post retirement medical terms. Lastly, we are offering some incentives for cross training the office staff. This takes the form of additional hourly wages for certification in various areas of performance as noted in the appendix.

I think this agreement is affordable to the city, while striving to improve the position of our workforce in the region. Our goal was to strike a balance between the need to increase compensation/flexibility for the employee and to keep prices down for the city. I recommend approval.

If this agreement is approved, we will look to bring back the other three professional service agreements that the city council affirms. Those are the clerk, treasurer, and city manager. Those will reflect the same terms and conditions as the AFSCME agreement

to the extent that they are applicable. We have kept this practice of having the supervisors agreements follow AFSCME to ensure fairness between the different bargaining units.

## ✓ CAR SHOW (Update)

The Swartz Creek Chamber of Commerce car show has been approved. The show will close Holland Drive, Holland Square, and Miller Road (Morrish to Hayes) on June (23<sup>rd</sup>), July (28<sup>th</sup>), August (25<sup>th</sup>), and September (22<sup>nd</sup>). The closure was to be from 5pm to 9pm.

Staff will monitor the event.

The initial event that was to be held on private property on May 26<sup>th</sup> was cancelled due to weather.

### ✓ **FIRE DEPARTMENT BUDGET** (No Change of Status)

I have nothing new to report for this meeting. I am going to make every effort to attend future fire board meetings. Other folks are welcome to do so. They are the third Wednesday of the month. The previous report follows. I will remove the original report form future packets.

It appears that Clayton Township has formally resolved to increase the budget of the fire department to provide a \$1.50/hour wage increase to the firefighters. I do not have details concerning which firefighters, effective date, or the total budget adjustment value. In fact, I have heard from a number of sources, verbally, that the \$1.50 per hour increase is supposed to be \$1.50 from each unit, totaling \$3.00/hr. This is very unclear.

Clayton Board minutes are attached, but they contain few details. My reading of the interlocal agreement indicates that fire board must request such budget adjustments. I also do not believe the city or township can adjust wages, even with good intentions. To get a better understanding of the situation, I met with the fire chief and township supervisor on the 25<sup>th</sup>. We accomplished much. It appears that there is general agreement that firefighter compensation increases may have merit. However, it would be best served if the fire department and board studied and recommended a course on this.

Given that this is a contract update year for the department and that the next budget will be under review by summer, there will likely be agreement to take some time to review things. My understanding is that the township will look to extend the discussion and review of wages in the coming months, so there is not a need to act at this time. Furthermore, we are aware of pronounced, unfunded equipment needs for the department. These needs compete with available funds and will be considered concurrently with the wage/compensation question.

With that said, there has definitely been some consternation about the process taken to get us here. However, I believe any friction can be managed with the understanding that the city and township are agreeable to working together, with the fire department, to recommend a course of action for the coming budget that thoroughly addresses wages and equipment funding concerns.

## ✓ INGALLS STREET REPORT-SPEEDING (No Change of Status)

There continues to be an initiative to add a stop sign on Ingalls Street. I am including an opinion from Metro PD on the matter soon. Their report indicates that there are no pressing safety concerns. Keep in mind that all streets and intersections pose a danger. However, their findings do not indicate that the intersection of McLain nor the speeds on Ingalls are noteworthy nor is speed or safety likely be improved by any reasonable means.

That being said, we continue to pursue an inviting community, including walkable neighborhoods, safe streets, and quiet environments. As such we have been engaging in traffic calming measures and the additional walkways wherever we can. This presents an opportunity. After street resurfacing is completed this summer, we will be striping the streets with standard pavement markings. We believe there are two opportunities to engage in traffic calming by narrowing the road widths using the markings. We believe that marking Seymour Road in this way (instead of the wide north bound lane) and marking Ingalls in this way will help with speeds.

Seymour used to accommodate on street parking, but MDOT disallowed this during the last federal paving job. However, the wide lane remains. Ingalls still offers on street parking, but it is almost never used. If the council is agreeable, we can enact a traffic control order to remove on street parking on Ingalls and remark it. Note that on street parking is not very viable because there are exclusions on overnight parking and parking during school start and stop times.

The image below captures how markings can further define and visually narrow lanes, reducing speeds. Currently, there are no markings on Ingalls,, so adding center and edge lines should help. We also have the option to place 'slow' markings in select areas as part of a comprehensive program.



### ✓ FISCAL YEAR 2023 BUDGET BOOK (Business Item)

The city council approved the official budget at the May 23, 2022 meeting. However, the budget book was not prepared at that time, since many of the book offerings rely

on the budget figures. The complete budget book contains many illustrative figures, narratives, and supporting data that bring the 'budget story' to life. This instrument is much more approachable for officials and the public. It also adds much more detail for those seeking the intent behind decisions related capital improvements, services, and contracted services from year to year.

As such, we believe the city must continue to provide this instrument to accompany the fund budget that the city council approves. Deanna and staff have been working diligently to assemble this. A link is provided to the complete instrument, and a resolution affirming its publication is included in the packet.

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

# MONTHLY REPORTS (Update) We have routine departmental reports for review.

## ✓ CONSUMERS ENERGY NOTICE (Update)

They have a hearing coming up.

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

#### ✓ PLANNING COMMISSION (Update)

The Planning Commission met on June 7, 2022. The only business item was the master plan, which the commission approved. See details above.

The planning commission's next meeting is July 5<sup>th</sup>. Since there is currently no business, and that follows the weekend of the 4<sup>th</sup>, I suspect there will not be a July meeting.

#### ✓ DOWNTOWN DEVELOPMENT AUTHORITY (Update)

The DDA did not hold their regular June meeting, but they were invited to attend the June 7 Planning Commission meeting concerning the Master Plan. The DDA is working to actively promote and fund programs to encourage murals, façade grants, and participation in the MDOT logo sign program.

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

There was not an April meeting. The ZBA met on March 16<sup>th</sup> for their annual meeting. The board retained the same panel of officers, with Mr. Packer as chair, Mr. Plumb as vice-chair, and Mr. Smith as secretary. Board members also participated in virtual ZBA training provided by the Michigan Association of Planning training on March 15<sup>th</sup>.

### ✓ PARKS AND RECREATION COMMISSION (Update)

The Park Board met on June 1st. They had a very productive meeting regarding the establishment of a survey instrument for the park plan update. They also interacted with the disc golf folks as it relates to bringing the course online. The disc golf group is tentatively looking at operating the annual slip and slide at Elms as their fundraiser. They are looking at August 13<sup>th</sup>.

The board also discussed ways to reduce overuse and alcohol use at Elms Park. Strategies include enhanced signage, revocation of reservation deposits for rule violations, rigorous vehicle delineation strategies to protect open areas, gates, and increased patrols.

Their next meeting is July 6 at the city office.

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

The Board of Review held meetings on March 21<sup>st</sup> from 9am-12pm & 6pm-9pm, and March 22<sup>nd</sup> & 23<sup>rd</sup> 9am-12pm. During these sessions, they contestations of value for residential parcels and considered many veteran exemptions.

## ✓ CLERK'S OFFICE/ELECTION UPDATE (Update)

The absentee ballot applications went out and we have received 38.5% of them back. We should be getting the August ballots the week of June 20<sup>th</sup>. Once they are tested they will go out in the mail by that week's end. Reminder we now have mail trays setup in the council chambers above the coat rack for councilmembers mail.

## ✓ DEPARTMENT OF COMMUNITY SERVICES UPDATE (Update)

- Miller Rd. water main project is substantially complete. There are a few punch list items left.
- □ Morrish Road may be substantially complete prior to the meeting on Monday.
- The trail project is moving fast through Elms Park and down Bristol Road...
- □ The water tower has been inspected. A cover has come off the top so we are seeking to replace that as fast as possible.
- We have been lucky enough to hire 3 young adults for summer help.
- Our local paving projects will be starting soon. We will be milling and paving Seymour, Hill and Bristol Rd (west of Elms). This project should take less than a week to get completed.
- Flowers are in downtown.

## ✓ TREASURER UPDATE (Update)

The Budget Book for FY23 will be presented at the June 13, 2022, council meeting. Preparation of the 2022 tax roll has begun. Preliminary work for the fiscal year-end June 30, 2022, continues. The financial requirements for fleet management for the next 10 years are near completion. Routine operations include, but not limited to, processing payments for water and sewer bills, delinquent personal and qualified real taxes, park reservations, 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.

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

### ✓ RATE AND FEE SCHEDULE UPDATE (Business Item)

We have had issues with utility customers waiting until the last literal minute to pay overdue balances prior to being shut off. By this, I mean that some customers will come to city hall to make payments as our staff is in the process of shutting water off. This is a huge waste of time for our office and field staff. We have discussed the matter at length, and we believe that a disincentive is required to avoid this situation, one that reflects the actual costs of our time.

As such, we propose that we increase the fee for water turn on and turn off services for non-payment. These requests often have our department going back and forth to the same house while payment is promised, not-made, made-late, and/or turned back on during in opportune and unplanned times. Our findings indicate that folks are generally able and willing to make payments, but they wait until our crews are mobilized in their yard to do so. We wish to get ahead of this, not only by increasing the amount, but by applying it as soon as crews are deployed. We think this is appropriate, because the cost is incurred by our staff in originating the work order and making the trip, whether or not the valve is turned.

Summarily, we are proposing to increase non-payment turn on and turn off fees, as well as to apply them to the account as soon as the work order is created.

We are also adding a note concerning park deposit forfeiture. See the Park Board section for details.

#### ✓ MICHIGAN PENSION FINANCIAL SUPPORT (Business Item)

The Michigan House of Representative passed <u>HB 5054</u> to provide \$1.15B in state general fund resources to provide direct assistance to municipalities to help pay down municipal pension debt. There will be two parts to the grant program. \$900M will be utilized to get all pensions that are less than 60% funded up to 60% funded, and \$250M will be provided to pensions that are 60% funded or greater.

This is bitters sweet for us. Swartz Creek has done an outstanding job maintaining little to no unfunded pension debt. Hopefully, we can benefit from the smaller amount that is being set aside for communities above 60% funded. However, the lions share is going to communities that made previous investments elsewhere and will not have to face the consequences...I will keep the council informed of this opportunity as it develops. We will fight for our share.

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

*Summer Projects:* We are attempting to proceed with gate installation, forestry, park work, catch basin cleaning, and related public works. However, we are experiencing difficulties with contractor availability, even availability for pricing. As such, please bear with us as we attempt to secure products and services within the budget.

*Library Trees:* The scotch pines behind the library/senior center are at death's door. We are having them removed in the coming weeks.

*Hometown Days:* Hometown Days had an issue on Saturday evening. There were some fights and general non-sense that caused enough disruption to merit closure of the rides. There are also statements being made that there were guns brandished and/or shot. Metro has not affirmed this. As of writing, I am not aware of any injuries or property damage. The festival otherwise seemed to be a success. However, there may be consideration of closing

future events at or prior to dusk, as such disruptions are more and more common.

## City of Swartz Creek RESOLUTIONS Regular Council Meeting, Monday, June 13, 2022, 7:00 P.M.

Motion No. 220613-4A	MINUTES – MAY 23, 2022
Motion by Councilmember	:
	City Council approve the Minutes of the Regular Council y 23, 2022, to be circulated and placed on file.
Second by Councilmembe	۲:
Voting For: Voting Against:	
Motion No. 220613-5A	AGENDA APPROVAL
Motion by Councilmember	:
	City Council approve the Agenda as presented / printed / Council Meeting of June 13, 2022, to be circulated and
Second by Councilmembe	er:
Voting For: Voting Against:	
Motion No. 220613-6A	CITY MANAGER'S REPORT
Motion by Councilmember	
	City Council accept the City Manager's Report of June 13, d communications, to be circulated and placed on file.
Second by Councilmembe	er:
Voting For: Voting Against:	
Resolution No. 220613-8A	RESOLUTION TO APPROVE THE FICSAL YEAR 2022-2023 CITY BUDGET BOOK
Motion by Councilmember	·

**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 23, 2022; and

**WHEREAS**, the Swartz Creek City Council approved a Fund-based budget at the May 23, 2022 city council meeting; 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 approve the 2022-2023 Budget Book as included in the June 13, 2022 city council packet.

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

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

#### **Resolution No. 220613-8B** RESOLUTION TO AMEND AND RESTATE CITY-WIDE RATES, FEES, AND CHARGES

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

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

**WHEREAS,** such rates, fees, & charges are a necessary and essential part of the funding for the services that the City provides, and:

**WHEREAS,** the City's Code of Ordinances defines and provides for certain rates, fees, & charges, and;

**WHEREAS,** other such rates, fees, & charges are provided for by resolution of the City Council, statutory provision, past practice, policy and other such actions, and

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

**WHEREAS,** the City has need to implement additional rates, fees, & charges to be set by resolution of the City Council, and;

**WHEREAS,** the City desires to have all such rates, fees, & charges organized into a single resolution that can be visited periodically and adjusted accordingly.

**NOW, THEREFORE, BE IT RESOLVED** the City of Swartz Creek hereby sets its rates, fees, & charges in accordance with the following schedule, effective immediately or as soon as practical thereafter, table as follows:

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

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

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

<u>Offense</u>	Fine
<ul> <li>(a) Parking too far from curb</li> <li>(b) Angle parking violations</li> <li>(c) Obstructing traffic</li> </ul>	\$ 40.00 \$ 40.00 \$ 40.00
Prohibited parking (signs un-necessary)	÷
<ul> <li>(d) On sidewalk</li> <li>(e) In front of drive</li> <li>(f) Within intersection</li> <li>(g) Within 15 feet of hydrant</li> <li>(h) On crosswalk</li> <li>(i) Within 20 feet of crosswalk or 15 feet of corner lot lines</li> <li>(j) Within 30 feet of street side traffic sign or signal</li> <li>(k) Within 50 feet of railroad crossing</li> <li>(l) Within 20 feet of fire station entrance</li> <li>(m) Within 75 feet of fire station entrance on opposite side of street (signs required)</li> <li>(n) Beside street excavation when traffic obstructed</li> <li>(o) Double parking</li> <li>(p) On bridge of viaduct or within tunnel</li> <li>(q) Within 200 feet of accident where police in attendance</li> <li>(r) In front of theater</li> <li>(s) Blocking emergency exit</li> <li>(t) Blocking fire escape or fire lane</li> <li>(u) In a handicapped space</li> <li>(v) In prohibited zone (signs required)</li> </ul>	\$ 40.00 \$ 40.00
Parking for prohibited purpose	
<ul> <li>(x) Displaying vehicle for sale</li> <li>(y) Working or repairing vehicle</li> <li>(z) Displaying advertising</li> <li>(aa) Selling merchandise</li> <li>(bb) Storage over 48 hours</li> </ul>	\$ 40.00 \$ 40.00 \$ 40.00 \$ 40.00 \$ 40.00
<ul> <li>(cc) Wrong side boulevard roadway</li> <li>(dd) Loading zone violation</li> <li>(ee) Bus, parking other than bus stop</li> <li>(ff) Taxicab, parking other than cab stand</li> <li>(gg) Bus, taxicab stand violations</li> <li>(hh) Failure to set brakes</li> <li>(ii) Parked on grade wheels not turned to curb</li> <li>(jj) Parked on lawn extension within right of way</li> <li>(kk) Parked on front lawn</li> </ul>	\$ 40.00 \$ 40.00

All \$40.00 violations not paid within 20 days will be accessed a \$20.00 late fee.

## 2. Chapter 2: Liability for Expense of an Emergency Operation (Hazardous Materials Cleanup Cost Recovery) Cost shall be actual expenses inclusive of all Police & Fire Department wages, equipment and motor-

pool and / or any sub-contracted actual expenses associated with hazardous materials clean-up.

#### 3. <u>Chapter 2: Liability for Expense of an Emergency Response (Alcohol Related Arrests,</u> <u>Accidents)</u>

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

#### Fire

Pumper	\$250.00/hour
Tanker	\$350.00/hour
Squad/Utility	\$150.00/hour
Grass	\$200.00/hour
Command	\$150.00/hour
Officers	\$18.00/hour
Firefighters	\$15.00/hour
Police	

Officers\$47.30/hourOfficer Overtime\$60.85/hourPolice Car\$15.00/hour

#### <u>Chapter 5: Cemetery Lots - Purchase</u> The cost for purchase of cemetery lots will be \$100.00 per lot.

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

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

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

<u>Elms Park</u>			
Pavilion #1	\$ 70.00		
Pavilion #2	\$ 120.00		
Pavilion #3	\$ 70.00		
Pavilion #4	\$ 120.00		
<u>Winshall</u> Pavilion #1 Pavilion #2 Pavilion #3	<u>Park</u> \$ 70.00 \$ 70.00 \$ 70.00		
Deposit	\$100.00*		

\*Deposit to be forfeited with any validated park rule or ordinance violation attributed to the reserving entity.

7. Chapter 12: Peddlers and Solicitors License and Background Check \$50.00

#### 8. Chapter 15: Permit, Sidewalk Installation

\$25.00

#### 9. Chapter 15: Permit for Excavation, Right of Way or Other City Property \$100.00

#### 10. Chapter 19: Water System Use, Rates and Charges

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

#### Rates for Quarterly Billings

e	eauilless to serve charge		
	5/8", 3/4", 1"	\$57.45	
	1.5"	\$229.66	
	2"	\$367.47	
	3"	\$689.00	
	4"	\$1,148.34	

#### Readiness to serve charge

6"

#### Commodity charge (per 100 cubic feet of water): \$7.42

\$2,296.67

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

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

**(C)** There shall be a Twenty Dollar (\$20.00) charge for shutting off the water service pursuant to such request and a Twenty Dollar (\$20.00) charge for turning the water service back on, if the shut off or turn on is performed during normal business hours. If this shut off or turn on is performed outside of normal business hours, the charge shall be One-Hundred Dollars (\$100.00).

If water is shut off or turned back on pursuant to account delinquency, the fee shall be Forty Dollars (\$40.00). This fee shall be applied upon deployment of the field crew for water shut off. Requests for after-hours turn on shall cost One-Hundred Dollars (\$100.00). The City Manager may waive shut off and turn on fees for reasonable cause.

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

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

<b>Bulk Water Purchases</b> 1 cubic ft. = 7.4805 Gallons			
t. Cost			
58 \$104.00			
52 \$116.00			
9 \$160.00			
\$204.00			
\$247.00			

#### 11. Chapter 19: Water & Sewer Tap Fees

- (A) There shall be paid, with respect to all premises connecting to the water and sanitary sewer system of the city, a tap-in fee pursuant to the following schedules:
  - (1) Single-family residence--\$1,500 each for water & sanitary sewer
  - (2) Multiple-family residence--\$1,500 per unit each for water and sanitary sewer

**(B)** All other uses connecting to the water and/or sanitary sewer system of the city shall be required to pay tap-in fees at the rate of one-thousand, five hundred dollars (\$1,500) per unit factor, pursuant to the unit factor table provided for by the Genesee County Division of Water and Waste. In no case shall tap-in fees be less than one-thousand, five hundred dollars (\$1,500).

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

#### 12. Chapter 19: Sanitary Sewer Rates

#### Rates for Quarterly Billings

Readiness to serve charge (per Residential Equivalent Unit):	\$53.53
Readiness to serve charge (non-metered accounts):	\$130.43
Commodity charge (per 100 cubic feet of water consumed):	\$2.52

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

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

#### 13. Chapter 20: Weed Cutting Fees

\$300 per cut

#### 14. Building & Trade Inspection Fees

#### A. Building Permit Fees:

\$75.00 for first \$1,000 value \$5.00 per \$1,000 thereafter and \$50.00 for a one-time Inspection fee.

The first \$75.00 of the application fee is non-refundable. The total cost of Improvement is based on the Bureau of Construction Codes Square Foot Construction Cost Table with the following exceptions:

Single Family Home	1 story	\$105.00 per sq. foot
	1.5 story	\$91.00 per sq. foot
	2.0 story	\$85.00 per sq. foot
Detached garage		\$25.00 per sq. foot
Pole Barn		\$16.50 per sq. foot
Open deck or porch		\$14.00 per sq. foot
Covered deck or porch		\$28.00 per sq. foot

Pre-manufactured unit fees are based upon 50% of the normal on-site construction fee.

Residential Roofing.....\$100.00 fee per project

Siding permits are based upon the project cost.

Commercial roofing is to be based upon the project cost.

Up to \$1,000 (includes one (1) inspection only)	\$75.00	
\$1,000.00 to \$10,000.00\$75.00 plus \$10.00 per \$1,000.00 over	er \$1,000.00	
\$10,000.00 to \$100,000.00\$165.00 plus \$3.00 per \$1,000.00 over	\$10,000.00	
\$100,001.00 to \$500,000.00\$435.00 plus \$2.00 per \$1,000.00 over \$	100,000.00	
\$500,000 plus\$1,235.00 plus \$3.00 per \$1,000.00 over \$	500,000.00	
All work not involving a sal foot computation:		

All work not involving a sq. foot computation: Plan review and administration base fee (plus \$50.00 for each inspection)	\$75
Additional inspections	
Certificate of Occupancy	\$50
Work Commencing Before Permit Issuance	\$75
B. Electrical Inspection Fees Application Fee (non-refundable) Work Commencing Before Permit Issuance	\$65 \$75
<u>New Residential Electrical System</u> Up to 1,500.00 sq. foot 1,501 to 3,500 sq. foot Over 3,500 sq. foot	\$80.00 \$130.00 \$180.00
Service Through 200 Amp. Over 200 Amp. thru 600 Amp. Over 600 Amp. thru 800 Amp. Over 800 Amp. thru 1200 Amp. Over 1200 Amp. (GFI only) Circuits Lighting Fixtures-per 25 Dishwasher Furnace-Unit Heater Electrical-Heating Units (baseboard) Power Outlets (ranges, dryers, etc.)	\$10 \$15 \$20 \$50 \$5 \$5 \$5 \$5 \$5 \$5 \$5 \$5 \$5 \$5 \$5 \$5 \$5
<u>Signs</u> Unit Letter Neon-each 25 feet	\$6 \$10 \$20
Feeders-Bus Ducts, etcper 50'	\$6
Mobile Home Park Site	\$5
Recreational Vehicle Park Site	\$5
<u>K.V.A. &amp; H.P.</u> Units up to 20	\$4

	Units 21 to 50 K.V.A. or H.P. Units 51 K.V.A. or H.P. & over	\$6 \$10
	Fire Alarm Systems (excl. smoke detectors) Up to 10 devices 11 to 20 devices Over 20 devices	\$50 \$100 \$5 each
	Low voltage - Per opening (devices)	\$5 each
	Energy Retrofit-Temp. Control	\$45
	Conduit only or grounding only	\$45
	Inspections Special/Safety Insp. (includes cert. fee) Additional Inspection Final Inspection Certification Fee	\$65 \$65 \$65 \$25
C.	<b>Mechanical Inspection Fees</b> Application Fee (non-refundable) Work Commencing Before Permit Issuance	\$65 \$75
	Residential Heating System(Includes duct & pipe)Up to 1,500 sq. feet1,501 to 3,500 sq. feetOver 3,500 sq. feetGas/Oil Burning Equipment Under 400,000 lnGas/Oil Burning Equipment Under 400,000 lnBoilerWater HeaterDamper/FlueSolid Fuel Equip. (includes chimney)Gas Burning FireplaceChimney, factory built (installed separately)Solar; set of 3 panels-fluid transfer(includes piping)Gas piping; each opening-new installation(residential)Air Conditioning (includes split systems)1.5hp to 15 hpOver 15 hpHeat Pumps (complete residential)Dryer, Bath & Kitchen Exhaust	\$80 \$130 \$180 \$30 \$40 \$30 \$5 \$5 \$30 \$25 \$20 \$5 \$30 \$55 \$30 \$50 \$30 \$50 \$30 \$50 \$30
	Tanks Aboveground Aboveground Connection Underground Underground Connection Humidifiers/Air Cleaners	\$20 \$20 \$20 \$20 \$5
	<u>Piping</u> Piping-minimum fee \$25 Process piping	\$.05/ft \$.05/ft
	Duct-minimum fee \$25	\$.10/ft

	Heat Pumps; Commercial (pipe not included)	\$20
	<u>Air Handlers/Heat Wheels</u> Conversion Burners (oil) Commercial Hoods/Exhausters Heat Recovery Units V.A.V. Boxes Unit Ventilators Unit Heaters (terminal units)	\$25 \$30 \$15 \$10 \$10 \$10 \$15
	Fire Suppression/Protection/Other (includes piping) –minimum fee \$20 Limited Area Suppression (per head) Fire Suppression Hood (per head) Evaporator Coils Refrigeration (split system) Chiller Cooling Towers Compressor/Condenser Manufactured Chimney Exhaust Fans Multi Zone Self Contained Units Through Wall Units Ranges (gas)	\$.75/head \$2 \$4 \$30 \$30 \$30 \$30 \$30 \$25 \$20 \$25 \$20 \$25 \$22 \$25 \$22
D.	Inspections Special/Safety Insp. (includes cert. fee) Additional Inspection Final Inspection Certification Fee Plumbing Inspection Fees	\$65 \$65 \$65 \$25
	Application Fee (non-refundable) Work Commencing Before Permit Issuance	\$65 \$75
	New Residential Plumbing System Up to 1,500 sf 1,501 to 3,500 sf Over 3,500 sf Mobile Home Park Site Fixtures, floor drains, special drains, Water connected appliances Stacks (soil, waste, vent and conductor) Sewage ejectors, sumps Sub-soil drains	\$80 \$130 \$180 \$5 each \$4 each \$4 each \$2 each \$5 each \$5 each
	<u>Water Service</u> Less than 2" 2" to 6" Over 6" Connection (bldg. drain-bldg. sewers)	\$5 \$25 \$50 \$5
	<b>Sewers (sanitary, storm or combined)</b> Less than 6" 6" and Over Manholes, Catch Basins	\$5 \$25 \$5 each

## Water Distributing Pipe (system)

<ul> <li><sup>3</sup>/<sub>4</sub>" Water Distribution Pipe</li> <li>1" Water Distribution Pipe</li> <li>1 '/<sub>4</sub>" Water Distribution Pipe</li> <li>1 '/<sub>2</sub>" Water Distribution Pipe</li> <li>2" Water Distribution Pipe</li> <li>Over 2" Water Distribution Pipe</li> <li>Reduced pressure zone back-flow preventer</li> <li>Domestic water treatment and</li> </ul>	\$5 \$10 \$15 \$20 \$25 \$30 \$5 each
filtering equipment only Medical Gas System	\$5 \$45
Inspections	
Special/Safety Insp. (includes cert. fee)	\$65
Additional Inspection	\$65
Final Inspection	\$65
Certification Fee	\$25

#### 15. Chapter 22: General Emergency Response Fees

Fire

Pumper	\$250.00/hour
Tanker	\$350.00/hour
Squad/Utility	\$150.00/hour
Grass	\$200.00/hour
Command	\$150.00/hour
Officers	\$18.00/hour
Firefighters	\$15.00/hour
Police	

Officers	\$50.56/hour
Officer Overtime	\$61.87/hour
Police Car	\$15.00/hour

#### 16. <u>Appendix B: Franchises</u>

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

#### 17. <u>Miscellaneous Fees</u>

- A. Copies: Black & White: 10¢ for page. Color or Mixed Color and Black & White: 25¢ per page
- B. Freedom of Information Act Requests:

See the City of Swartz Creek Freedom of Information Act Procedures & Guidelines: adopted June 22, 2015 for details. Standard requests shall be charged 10¢ for 8.5 x 11 page (25¢ for color or mixed color) plus all actual costs for outside re-production (i.e. photo re-prints, blueprint copies, digital media storage, etc.). Extensive search requests shall have an additional per hour fee equal to wages only of the lowest paid clerical position employed with the City (\$8.15/hour with a 1.1 fringe multiplier, totaling \$8.97/hour).

- C. Weddings: \$50 per ceremony
- D. Fax Services: 50¢ per page for the first 10 pages, then \$0.25 per page thereafter

- E. *Notary Services:* \$10.00 per item
- F. Insufficient Funds: \$25 each for any check returned unpaid for account insufficient, closed or stopped
- G Penalties on Outstanding Invoices/Miscellaneous Receivables:
   \$10 penalty for unpaid miscellaneous receivables, including but not limited to: utility bills, mowing invoices, sidewalk repair, project reimbursements, charges for services, and retiree coverage contributions. This penalty shall be applied once to "past due" invoices.
- H. Interest on Outstanding Invoices/Miscellaneous Receivables:
   1.5% interest per month on outstanding invoices that are 30 days "past due".

\*Payments made toward outstanding balances shall be applied in the following order: interest, penalties, principle.

#### 18. <u>Chapter 13 & 16: Development Plans, Administrative Fees, Subdivision Site Plan & Review</u> <u>Fees</u>

Α.	Site Plan Review: Property Re-Zoning Single & Multiple-Family (non-plat) Cluster Housing Development Mobile Home Park Commercial Development Industrial Development Industrial Development Office Development Institutional Public/semi-public uses Special Approval or Conditional Use PUD/Mixed Use Review Consulting Ecoc (All Devices)	\$250 \$300 plus \$5.00 \$300 plus \$5.00 \$400 plus \$5.00 \$450 plus \$50.0 \$350 plus \$50.0 \$350 plus \$50.0 \$300 plus \$50.0 \$300 plus \$50.0 \$250 plus \$5.00 \$500 plus \$50.0 Actual consultation	) per unit ) per unit )0 per acre/fi )0 per acre/fi )0 per acre/fi )0 per acre/fi )0 per acre/fi )0 per acre/fi )0 per acre/fi	raction raction raction raction action
	Consulting Fees (All Reviews) Revisions	$\frac{1}{2}$ of original rev		
В.	Building and Zoning: Swimming Pool Permit Misc. Zoning Permit Sidewalk Permit Sign Permit Structure Movement Permit Demolition Permit (Including ROW Permit) Right of Way Permit (Residential) Right of Way Permit (Commercial and/or Road B	Break)	\$25 \$25 \$25 See Buildin \$95 \$150 \$100 \$250	g Permits +review/inspection
	e Home Occupation Permit Variance Review Zoning Board of Appeals: Petitioned Interpretation Zoning Board of Appeals: Appeal Review Lot Split/Combination: City Ordinance Section 10 Public or Private Road Plan Reviews Consulting Fees Zoning Code Engineering Standards Manual Medical Marijuana Dispensary/Facility Review		\$400 per m Actual cons \$10 CD, \$2	5.00 per lot
C.	<u>Subdivision Review</u> Preliminary Subdivision Review-Tentative Preliminary Subdivision Review- Final			5.35 per lot 2.70 per lot

**Final Plat Review** 

#### 19. Chapter 1: Municipal Civil Infraction Fines

Civic Infraction Citation Fines:	
First Offense	\$100
Second Offense	\$200
Third Offense	\$300
Civic Infraction Notice Fines:	
First Offense	\$75
Second Offense	\$150
Third Offense	\$250

#### 20. Rental Inspection Program Fees

Registration	\$75 for the first unit, plus \$20 for each additional unit on a shared premises, with common ownership and management, or within recognized apartment complexes
Follow up inspections	The initial and one follow-up inspection will be performed without additional fees. Subsequent inspections shall be charged at the rate of \$25/unit
Registration Updates/Amendments	No charge
Coverage	The initial fee covers the registration and first
	inspection and is valid until the resulting certificate of compliance expires
Pro-ration	There shall be no pro-ration of fees

#### ADOPTION & REVISION HISTORY:

ADOPTION & REVISION HISTORY:			
Resolution No. 050711-07	Dated July 11, 2005		
Resolution No. 100208-06	Dated February 8, 2010		
Resolution No. 101206-04	Dated December 6, 2010 (Water-Sewer-RTS)		
Resolution No. 111114-05	Dated November 14, 2011 (Park Fees)		
Resolution No. 110613-07	Dated June 13, 2011 (Water Fees)		
Resolution No. 120611-05	Dated June 11, 2012 (Water Fees)		
Resolution No. 120709-05	Dated July 9, 2012 (Bulk Water Fees)		
Resolution No. 130610-09	Dated June 10, 2013 (Water Fees)		
Resolution No. 130826-06	Dated August 26, 2013 (K.W.A. Water Fees)		
Resolution No. 140922-07	Dated September 22, 2014 (Utility and MMD Fees)		
Resolution No. 150824-05	Dated August 24, 2015 (FOIA, Rentals, Utility Fees)		
Resolution No. 151214-05	Dated December 14, 2015 (Parking)		
Resolution No. 160523-05	Dated May 23, 2016 (Water and Sewer)		
Resolution No. 160808-04	Dated August 8, 2016 (Solicitation)		
Resolution No. 171023-07	Dated October 23, 2017 (Building; Police Removal)		
Resolution No. 180312-06	Dated March 12, 2018 (Building Penalty)		
Resolution No. 181126-07	Dated November 26, 2018 (Parking)		
Resolution No. 190325-09	Dated March 25, 2019 (Water)		
Resolution No. 201109-06	Dated November 9, 2020 (Water Increase for Cross		
Connection)			
Resolution No. 210927-06	Dated September 27, 2021 (Cost Recovery & Right of		
Way)			
Resolution No. 211213-04	Dated December 13, 2021 (Water and Sewer Rates)		
Resolution No. 220613-	Dated June 13, 2022 (UB Turn On/Off & Park Deposit)		
Second by Councilmember:			

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

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

# Resolution No. 220613-8C RESOLUTION TO APPROVE THE AFSCME LABOR AGREEMENT

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

**WHEREAS,** the City of Swartz Creek City Council approved the agreement with the American Federation of State, County, and Municipal Employees on June 24, 2019 to provide for conditions and provisions of employment; and

**WHEREAS,** the collective bargaining agreement, set to expire on June 30, 2022, 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, defined contribution retirement, uniforms, and other miscellaneous provisions.

**NOW, THEREFORE BE IT RESOLVED** that the City of Swartz Creek approve the Agreement between the City of Swartz Creek and the Swartz Creek City Employees Union AFCSME 1918-23 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.

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

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

# Resolution No. 220613-8DRESOLUTION TO APPROVE A PURCHASEAGREEMENT FOR THE SALE OF REAL PROPERTYOWNED BY THE CITY

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

**WHEREAS,** the city owns a commercial building located at 8002 Miller Road, PID 58-35-576-049; and

**WHEREAS**, the city allowed the existing tenant to remain in the building and executed a new lease to set terms and conditions of occupancy; and

**WHEREAS,** after making necessary improvements to the structure, the city updated the lease for the first floor retail and upper floor residential, with the intention of enabling the tenant to purchase the property; and

**WHEREAS,** the tenant has not been able to pursue the purchase of the property and is selling the business; and

**WHEREAS**, the property was a tax reverted property and the city cannot retain funds from a sale that exceed funds invested in the property, an amount determined to be less than \$136,798, including estimated commissions and closing costs from a sale; and

WHEREAS, a buyer made an offer to purchase the property for the price of \$141,000.

**WHEREAS,** the city accepted an offer to sell the property to coincide with the sale of the business operations at its regular meeting on May 9, 2022; and

**WHEREAS**, the sale instrument was made available to the general public, for a period of not less than 30 days, in accordance with the City's Land Sale Policy of April 28, 2014.

**NOW, THEREFORE, BE IT RESOLVED,** the City of Swartz Creek City Council affirms the sale of 8002 Miller Road as represented by the purchase agreement approved on May 9, 2022.

**BE IT FURTHER RESOLVED,** the City of Swartz Creek City Council designates, authorizes, and directs the Mayor to act as signatory and to execute any and all sale and transfer instruments required to transfer the property at closing.

**BE IT FURTHER RESOLVED,** the City of Swartz Creek City Council designates, authorizes, and directs the Treasurer to account for sale proceeds and reconcile such revenues and expenses, with any surplus to be apportioned and released to the Genesee County Treasurer as required by state and local law.

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

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

## Resolution No. 220613-8E RESOLUTION TO APPROVE SUBMISSION OF MILLER ROAD FEDERAL RESURFACING PROJECT FOR MDOT BUYOUT

Motion by Councilmember:

**WHEREAS**, the City of Swartz Creek submitted Miller Road to the Genesee County Metropolitan Planning Commission, the federally recognized Metropolitan Planning Organization (MPO), for federal funding to support a road rehabilitation project; and

**WHEREAS**, the GCMPO has included Miller Road in the 2023 Traffic Improvement Program (TIP) in the amount of \$1.32M with federal funding in the amount of \$949,463; and

**WHEREAS**, the State of Michigan has enabled legislation that will enable the MDOT to buyout federal road awards under specific terms and conditions, including payment at 90% of benefit; and

**WHEREAS**, the Swartz Creek City Council finds the benefits of the buyout to outweigh the costs.

**THEREFORE BE IT RESOLVED**, the Swartz Creek City Council hereby authorizes the city manager to submit the Miller Road TIP project for a buyout of the federal award.

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

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

# Resolution No. 220613-8F RESOLUTION TO APPROVE THE 2022 MASTER PLAN AMENDMENT

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

**WHEREAS,** Michigan Public Act 33 of 2008, the Michigan Planning Enabling Act, requires a community to adopt a master plan and sets forth the procedures for such plan review and adoption, and;

**WHEREAS,** the City of Swartz Creek Planning Commission, in consultation with the DDA, stakeholder groups, and professional planners, developed an amendment to the Swartz Creek Master Plan, and;

WHEREAS, a draft of the plan has been circulated for public review and comment, and

**WHEREAS,** a public hearing was held by the planning commission regarding the plan on June 7, 2022, and

**WHEREAS,** the planning commission approved the plan amendment at their regular meeting on June 7, 2022.

**NOW THEREFORE, BE IT RESOLVED,** that the Swartz Creek City Council approve and adopt the plan in accordance with the Planning Enabling Act (PA 33 of 2008, as amended).

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

Voting For:	
Voting Against:	

Motion No. 220613-11A ADJOURN

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

**I Move** the Swartz Creek City Council adjourn the regular council meeting of June 13, 2022.

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

Voting For:	
Voting Against:	

# CITY OF SWARTZ CREEK SWARTZ CREEK, MICHIGAN MINUTES OF THE REGULAR COUNCIL MEETING DATE 05/23/2022

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

Invocation and Pledge of Allegiance.

Councilmembers Present:	Florence, Gilbert, Hicks, Krueger, Pinkston, Henry.
Councilmembers Absent:	Cramer.
Staff Present:	City Manager Adam Zettel, Clerk Connie Olger, Treasurer Deanna Korth.
Others Present:	Metro PD Chief Bade.
Others Virtually Attended:	Lania Rocha, Dennis Cramer.

# APPROVAL OF MINUTES

## Resolution No. 220523-01

Motion by Councilmember Florence Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday May 09, 2022, to be circulated and placed on file.

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

# APPROVAL OF AGENDA

# Resolution No. 220523-02

Motion by Councilmember Henry Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council approve the Agenda as, printed for the Regular Council Meeting of May 23, 2022, to be circulated and placed on file.

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

# CITY MANAGER'S REPORT

# Resolution No. 220523-03

city Could place by Mayor Pro Tem Hicks

# (Carried)

(Carried)

# (Carried)

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**I Move** the Swartz Creek City Council accept the City Manager's Report of May 23, 2022, including reports and communications to be circulated and placed on file.

Discussion Ensued.

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

# MEETING OPENED TO THE PUBLIC:

None.

# COUNCIL BUSINESS:

# RESOLUTION TO APPROVE PROFESSIONAL SERVICES ENGAGEMENT LETTER FOR GENERAL AND SPECIAL AUDIT SERVICES

# Resolution No. 220523-04

(Carried)

Motion by Councilmember Gilbert Second by Mayor Pro Tem Hicks

**WHEREAS**, Section 8.13 of the City Charter requires an audit of all accounts of the city government; and

**WHEREAS**, the city desires an independent and professional audit of financial statements in compliance with accounting principles generally accepted in the United States of America (GAAP); and

**WHEREAS**, independent auditors, Plante Moran, PLLC, chosen by the city per a qualified bidding selection process, has submitted an engagement letter, dated May 5, 2022, to perform auditing services related to the city's general fund, public utilities, enterprise accounts, Downtown Development Authority, Act 51 monies, and federal 'Single Audits' required for the use of federal funds, including USDA funds; and

**WHEREAS**, the City Council finds the services of Plante Moran, PLLC, to be sufficient and competitively priced.

**NOW, THEREFORE BE IT RESOLVED** that the City of Swartz Creek City Council accepts the engagement letter for general and GASB 75 audit services, as submitted by Plante Moran, PLLC, in the amount of \$32,025 (general) and \$10,000 for federal single audits, as well as necessary and reasonable travel & out-of-pocket expenses, for the noted services.

**BE IT FURTHER RESOLVED**, that the City Council directs the City Manager to execute said engagement letters on behalf of the city.

Discussion Ensued.

# **RESOLUTION TO SET THE 2022-2023 COUNCIL MEETING SCHEDULE**

### Resolution No. 220523-05

(Carried)

Motion by Councilmember Pinkston Second by Councilmember Gilbert

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

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

**NOW, THEREFORE**, pursuant to the Act, public notice is hereby given that regular meetings for fiscal year 2022-2023 shall be held twice each month, and further, that all meetings shall be held in the Paul D. Bueche Municipal Building Council Chambers located at 8083 Civic Drive, Swartz Creek, Michigan, unless otherwise provided in advance by the City Council, and further, meetings shall commence at 7:00 P.M. on the following dates:

July 2022:	Monday – 11th Monday – 25th	
August 2022:	Monday – 08th Monday – 22nd	
September 2022:	Monday – 12th Monday – 26th	
October 2022:	Monday – 10th Monday – 24th	
November 2022:	Monday – 14th Monday – 28th	
December 2022:	Monday – 05th Monday – 12th	One week early Two weeks early
January 2023:	Monday – 09th Monday – 23rd	
February 2023:	Monday – 13th Monday – 27th	
March 2023:	Monday – 13th Monday – 27th	
April 2023: City Council Packet	Monday – 10th Monday – <u>2</u> 4th	

May 2023:	Monday – 08th Monday – 22nd	
June 2023:	Monday – 12th Monday – 26th	

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

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

Discussion Ensued.

YES: Pinkston, Henry, Florence, Gilbert, Hicks, Krueger.

NO: None. Motion Declared Carried.

# FISCAL YEAR 2023 BUDGET PUBLIC HEARING

## Open: 7:21 p.m.

Mr. Zettel City Manager reviewed the changes made to the budget since the last meeting. Some of the changes were wage changes due to contract negotiations, relocating water line on Dye Road and a refund from our insurance carrier. Deanna Korth City Treasurer also explained a few of the changes were due to input errors. The resolution has been revised to reflect the changes made. Mayor Pro Tem Hicks wondered how the garbage fund was doing with the gas increases. Mr. Zettel responded that GFL didn't have a fuel surcharge in their contract.

# Closed: 7:47 p.m.

# **RESOLUTION TO APPROVE THE FISCAL YEAR 2022-2023 CITY BUDGET**

### Resolution No. 220523-06

(Carried)

Motion by Councilmember Florence Second by Councilmember Henry

**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 23, 2022; 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.

**THEREFORE BE IT RESOLVED**, the Swartz Creek City Council hereby adopt the following 2022-2023 fiscal budget based upon the following tax mils:

General Operating Levy	4.6938	mills
Public Safety SAD	4.9000	mills
Street Levy	4.1019	mills
Sanitation Levy	2.6270	mills

101 GENERAL FUND Estimated Beginning Fund Balance		\$ 2,146,606
Estimated Revenues	Adopted	
General Fund Estimated Operating Revenues	3,618,645	
	3,618,645	
Appropriations	Adopted	
General Government Activities 000-299	529,677	
Public Safety Activities 301-399	1,533,881	
Public Works Activities 400-799	1,563,701	
Other Government Activities 800-999	181,550	
	3,808,808	
_	3,808,808	
Effect on General Fund's Fund Balance		(190,163)
Estimated Ending Fund Balance June 30, 2023		 \$ 1,956,443
202 MAJOR STREETS Estimated Beginning Fund Balance		\$ 498,761
Estimated Revenues	Adopted	
Major Streets Fund Estimated Operating Revenues	649,305	
	649,305	
Appropriations	Adopted	

<b>Appropriations</b>	Adopted
General Government Activities 101-299	1,100
Public Safety Activities 301-399	0
Public Works Activities 400-799	1,018,092
Other Government Activities 800-999	0
	1,019,192
	1,019,192

Effect on Major Street's Fund Balance				(369,887)
Estimated Ending Fund Balance June 30, 202	3		\$	128,874
203 LOCAL STREETS FUND Estimated Beginning	ng Fund Ba	alance		408,491.07
Estimated Revenues		Adopted		
Local Streets Fund Estimated Operating Revenue	5	489,925		
		489,925		
Appropriations		Adopted		
General Government Activities 101-299	43	850	June 13, 2022	
Public Safety Activities 301-399		0		

Public Works Activities 400-799	607,916
Other Government Activities 800-999	0
	608,766
	608,766

	Effect on Local Streets Fund's Fund Balance	(118,841)
Es	stimated Ending Fund Balance June 30, 2023	\$ 289,650

204 MUNICIPAL STREET FUND Estimated Beginning		2,758.67
Estimated Revenues	Adopted	
Municipal Stree Fund Estimated Revenue	720,548	
	720,548	
Appropriations	Adopted	
General Government Activities 101-299	0	
Public Safety Activities 301-399	0	
Public Works Activities 400-799	0	
Other Government Activities 800-999	470,402	
	470,402	

Effe	ct on Municipal Street Fund's Fund Balance	250,146
Estima	ted Ending Fund Balance June 30, 2023	\$ 252,905

226 GARBAGE FUND Estimated Beginning Fund Balance		\$ 362,482
Estimated Revenues	Adopted	
Garbage Fund Estimated Operating Revenue	445,285	
	445,285	
Appropriations	Adopted	
General Government Activities 000-299	41,714	
Public Safety Activities 301-399	0	
Public Works Activities 400-799	422,652	
Other Government Activities 800-999	0	
-	464,366	

Effect on Garbage Fund's Fund Balance		(19,081)	
Estimated Ending Fund Balance June 30, 2023		\$	343,400
248 DDA FUND Estimated Beginning Fund Balance \$			
Estimated Revenues	Adopted		
DDA Fund Estimated Operating Revenue	100,004		
	100,004		

<b>Appropriations</b>	Adopted
General Government Activities 101-299	2,804
Public Safety Activities 301-399	0
Public Works Activities 400-799	81,460
Other Government Activities 800-999	0
	84,264
	84,264

Effect on Local Streets Fund's Fund Balance	15,740
Estimated Ending Fund Balance June 30, 2023	\$ 99,333

402 FIRE EQUIPMENT FUND Estimated Beginning Fund	Balance	\$ 197,290
Estimated Revenues	Adopted	
Fire Equipment Replacement Fund Est Operating Rev.	155,075	
	155,075	

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

Effect on Fire Equip Replacement Fund's Fund Balance	ce		155,075
Estimated Ending Fund Balance June 30, 2023		\$	352,365
590 SEWER FUND Estimated Beginning Fund Balance		\$	6,809,514
Estimated Revenues	Adopted		
Sanitary Sewer Fund Estimated Operating Revenue 1,301,740			
	1,301,740		
<b>Appropriations</b>	Adopted		
General Government Activities 000-299	138,017		
Public Safety Activities 301-399			
Public Works Activities 400-799			

	2,008,832	
	2,008,832	
Effect on Sanitary Sewer Fund's Fund Balance		(707,092)
Estimated Ending Fund Balance June 30, 2023		\$ 6,102,422

SEWER FUND EXPENSES INCLUDE \$290,000 IN DEPRECIATION

Other Government Activities 800-999

8,000

591 WATER FUND Estimated Beginning Fund Balance			\$	6,497,187
Estimated Revenues		Adopted		
Water Supply Fund Estimated Operating Revenue		2,266,470		
		2,266,470		
Appropriations		Adopted		
General Government Activities 000-299		154,586		
Public Safety Activities 301-399		0		
Public Works Activities 400-799		2,467,586		
Other Government Activities 800-999		51,813		
		2,673,985		
		2,673,985		
Effect on Water Supply Fund's Fund Balance				(407,515)
Estimated Ending Fund Balance June 30, 2023			\$	6,089,672
WATER FUND EXPENSES INCLUDE \$375,00	00 IN DEPR	ECIATION		
			A	200.040
661 MOTOR POOL FUND Estimated Beginning Fund Ba		• •	\$	209,243
Estimated Revenues		Adopted		
Motor Pool Fund Estimated Operating Revenue		167,355 <b>167,355</b>		
Appropriations		Adopted		
General Government Activities 101-299		349,711		
Public Safety Activities 301-399		0		
Public Works Activities 400-799		0		
Other Government Activities 800-999		4000		
		353,711		
		353,711		
Effect on Motor Pool Fund's Fund Balance				(186,356)
Estimated Ending Fund Balance June 30, 2023			\$	22,887
MOTOR POOL EXPENSES INCLUDE \$40,00	0 IN DEPRE	CIATION		
Total Estimated Revenues	ć	0.014.252		
Total All Funds Appropriations	\$ \$	9,914,352 11,492,327		
Total All Fullus Appropriations	Ş	11,472,327		

- YES: Henry, Florence, Gilbert, Hicks, Krueger, Pinkston.
- NO: None. Motion Declared Carried.

# RESOLUTION TO APPROVE CONSUMERS ENERGY LIGHTING REMOVAL AND REPLACEMENT WORK ORDERS

## Resolution No. 220523-07

(Carried)

9

Motion by Councilmember Henry Second by Councilmember Florence

**WHEREAS**, the street lights in the city are owned and operated by Consumers Energy Company (CE), a Michigan utility with principle offices located at One Energy Plaza, Jackson MI, 49201; and

**WHEREAS,** CE is the sole provider of street lights, electrical delivery, and maintenance on said lights in the County of Genesee, including Swartz Creek City; and

**WHEREAS,** CE supplies street lighting services to the city under a current standard street lighting contract which outlines specific fixture counts and types, said contract restated on November 1, 2014 and revised from time to time, most recently on November 1, 2019; and

WHEREAS, the City seeks additional changes to the street lighting services agreement that include changes to lighting types and subsequent billing for LED and decorative lighting; and

**WHEREAS,** Consumers Energy requires approval of an amendment to the existing street light contract and affirmation of the work orders to remove the existing lighting and install new lighting in accordance with the restated and amended lighting contract.

**NOW THEREFORE, BE IT RESOLVED,** it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of Swartz Creek, dated November 1, 2019, in accordance with the Authorization for Change in Standard Lighting Contract dated May 23, 2022.

**BE IT FURTHER RESOLVED,** that it is hereby deemed advisable to enter into a contract with Consumers Energy Company for furnishing lighting service within the City of Swartz Creek for a period of one year and thereafter from year to year, in accordance with the terms of the contract heretofore submitted to the city council.

**BE IT FURTHER RESOLVED,** that the city agrees to the terms and conditions of forms 547 and 548 as included in the city council packet of May 23, 2022 and further directs the City Clerk to execute said forms that represent the aforementioned terms and conditions.

Discussion Ensued.

- YES: Florence, Gilbert, Hicks, Krueger, Pinkston, Henry.
- NO: None. Motion Declared Carried.

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

### Resolution No. 220523-08

(Carried)

Motion by Mayor Pro Tem Hicks Second by Councilmember Gilbert

**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.

**NOW, THEREFORE, BE IT RESOLVED,** the City of Swartz Creek appropriate and approve payment for an amount not to exceed \$49,935 to Michigan Municipal League Meadow Brook Insurance, payment of the City's annual 2022-2023 premiums for property and liability insurance, funds to be apportioned to reflect departmental coverage as noted in the invoice.

Discussion Ensued.

YES: Florence, Gilbert, Hicks, Krueger, Pinkston, Henry.

NO: None. Motion Declared Carried.

# MEETING OPENED TO THE PUBLIC:

Dennis Cramer 5299 Worchester Drive thanked the city team for the hard work preparing the budget. He is also looking forward to the new trail.

# **REMARKS BY COUNCILMEMBERS:**

Draft Minutes

Mayor Pro Tem Hicks would like to see some bike racks downtown. Mr. Zettel will check into purchasing some.

Councilmember Henry was happy to see Abrams Park was mowed today.

Councilmember Gilbert would like everyone to say a prayer for his wife and everyone stay well.

Councilmember Florence is concerned with the two properties on Miller Road with the ponds. Mr. Zettel will followup on the properties. He also has concerns with the property behind Wendy's with the flooding. Mr. Zettel responded that the property has been sold and feels things will start improving.

Councilmember Pinkston asked for prayers for Gaylord and it's residents due to the tornado. He knows many prior city residents that live there.

Mayor Krueger is looking forward to the HTD kickoff celebration on June 2<sup>nd</sup> it is on his birthday. He found out he will need a hip replacement and appreciates prayers.

## ADJOURNMENT

# Resolution No. 220523-09

(Carried)

Motion by Councilmember Gilbert Second by Councilmember Henry

I Move the Swartz Creek City Council adjourn the regular meeting at 7:58 p.m.

Unanimous Voice Vote.

David A. Krueger, Mayor

Connie Olger, City Clerk

11

06/01/2022		CHECK REGISTER FOR CITY OF SWARTZ CREEK CHECK DATE FROM 05/01/2022 - 05/31/2022		
			Highlighted amount is total for that vendor	
Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONS	OLIDATED AG	CCOUNT		
05/04/2022	50633	ACE-SAGINAW PAVING COMPANY	COLD PATCH	696.00
05/04/2022	50634	AILENE BARNES	CANCEL ELMS PARK PAVILION RESERVATION 5/	200.00
05/04/2022	50635	CHASE CARD SERVICES	HONEYWELL TOUCHSCREEN THERMOSTAT (10)	1,339.00
03/04/2022	20022	CHASE CARD SERVICES	COMPUTER SPEAKER (2)	28.16
			SOAP (17)/SPEAKER (2)	92.69
			MOTION SENSOR ALARM	26.99
			12V LEAD	21.46
			6 IN T TPI AX NAIL EMBEDDED WOOD CU/GB E	118.47
			ZOOM	31.78
			REFUND WIRELESS DOOR SENSOR	(16.82)
				1,641.73
05/04/2022	50636	COMCAST BUSINESS	MONTHLY INVOICE 4/29-5/28/22	227.06
05/04/2022	50637	DEANNA KORTH	BANK MILEAGE DEANNA KORTH APRIL 2022	41.07
05/04/2022	50638	DLZ MICHIGAN INC	PROFESSIONAL SERVICES FOR MS4 COMPLIANCE	729.50
05/04/2022	50639	ENERGY REDUCTION COALITION	EXCESS BENEFIT PAYMENT	1,126.55
05/04/2022	50640	FAMILY FARM AND HOME INC	APRIL 2022 INVOICES	84.79
05/04/2022	50641	FIDELITY SECURITY LIFE INSUR/EYEMED	RETIREE VISION MAY 2022 (5)	34.84
05/04/2022	50642	GENESEE CTY CLERKS-TREAS ASSOC	CATCH UP 2020 DUES OLGER/KORTH	30.00
			2022 DUES OLGER/KORTTH	30.00
				60.00
05/04/2022	50643	GENESEE CTY DRAIN COMMISSIONER	WATER 2,160,031 CF 2/23-3/30/22	135,701.78
05/04/2022	50644	GILL ROYS HARDWARE	APRIL 2022 INVOICES LESS DISCOUNT	40.66
05/04/2022	50645	GRAND TRUNK WESTERN RAILROAD	RR CROSS MAINT. 5/1/22-4/30/22	3,459.00
05/04/2022	50646	INTEGRITY BUSINESS SOLUTIONS	LEGAL PAD PAPER (2)	23.58
03/04/2022	50040	INTEGRITT BUSINESS SOLUTIONS	JUNIOR LEGAL PAD PAPER (2)	17.98
			GARBAGE BAGS FOR PARKS QTY 3	207.84
			GARBAGE BAGS 5 CT	346.40
				595.80
05/04/2022	50647	ITU ABSORBTECH INC	REPLENISH FIRST AID KIT CITY HALL	166.15
			REPLENISH FIRST AID KIT DPW	196.78
				362.93
05/04/2022	50648	JAY'S SEPTIC TANK SERVICE	PORT-A-JON RENTAL ELMS PARK 4/8-5/5/22	120.00
			PORT-A-JON RENTAL ABRAMS PARK 4/12-5/9/2	260.00
			PORT-A-JON RENTAL ELMS PARK 4/12-5/9/22	260.00 640.00
				040.00
05/04/2022	50649	JODY KEY	BANK MILEAGE JODY KEY APRIL 2022	18.25
05/04/2022	50650	METRO POLICE AUTH OF GENESEE COUNTY	ORDINANCE FEES OCTOBER 2021	1,573.20
00,01,2022	50050		ORDINANCE FEES FEB. 2022	1,373.79
			ORDINANCE FEES MARCH 2022	2,253.90
				5,200.89
05/04/2022	50651	METRO POLICE AUTH OF GENESEE COUNTY	POLICE SERVICES APRIL-JUNE 2022	276,160.25
05/04/2022	50651	MICHAEL SMOLENSKI	UB REFUND FOR 5185 WINSHALL	296.01
05/04/2022	50653	MICHIGAN ASSOC OF PLANNING	MEMBERSHIP DUES 7/1/22-6/30/23	825.00
05/04/2022	50654	PITNEY BOWES INC.	LEASING CHARGES 3/1-5/29/22	144.12

05/04/2022	50655	PRINTING SYSTEMS	VOTER ID CARDS (REDISTRICTING) QTY 5000	445.13
05/04/2022	50656	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	48.00
05/04/2022	50657	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	96.00
05/04/2022	50658	SUPERIOR GROUNDCOVER INC	255 CUBIC YD ENG. WOOD FIBER/INSTALL ELM	10,200.00
00,01,2022	00000		35 CUBIC YD ENG. WOOD FIBER/INSTALL ABRA	1,400.00
				11,600.00
05/04/2022	50659	SWANK MOTION PICTURE INC.	DVD DOG 6/15/22 & JUNGLE CRUISE 7/13/22	990.00
05/11/2022	50660	CONSUMERS ENERGY	5015 HOLLAND DR LOT LIGHTS 3/30-4/28/22	37.95
05/11/2022	50661	CONSUMERS ENERGY	4510 MORRISH RD 3/30-4/28/22	39.75
05/11/2022	50662	CONSUMERS ENERGY	8059 FORTINO DR 3/30-4/28/22	37.98
05/11/2022	50663	CONSUMERS ENERGY	8499 MILLER RD 3/30-4/28/22	31.49
05/11/2022	50664	CONSUMERS ENERGY	8083 CIVIC DR 3/30-4/28/22	663.65
05/11/2022	50665	CONSUMERS ENERGY	5257 WINSHALL DR 3/30-4/28/22	30.94
05/11/2022	50666	CONSUMERS ENERGY	5361 WINSHALL DR 8369 3/30-4/28/22	31.64
05/11/2022	50667	CONSUMERS ENERGY	9099 MILLER RD 3/30-4/28/22	33.75
05/11/2022	50668	CONSUMERS ENERGY	5361 WINSHALL DR #2 RESTRMS 9987 3/30-4/	34.73
05/11/2022	50669	CONSUMERS ENERGY	8095 CIVIC DR 3/30-4/28/22	680.47
05/11/2022	50670	CONSUMERS ENERGY	5121 MORRISH RD 3/30-4/28/22	583.33
05/11/2022	50671	CONSUMERS ENERGY	8011 MILLER RD 3/30-4/28/22	29.24
05/11/2022	50672	CONSUMERS ENERGY	48473 LED LIGHT RD WORCHESTER/CHESTERFIE	3,382.19
05/11/2022	50673		8301 CAPPY LN 3/31-5/1/22	450.29
05/11/2022	50674		TRAFFIC LIGHTS 1781 4/1-4/30/22	452.32
05/11/2022	50675		4524 MORRISH RD 4/1-4/30/22	43.31 4,414.30
05/11/2022 05/11/2022	50676 50677	CONSUMERS ENERGY CONSUMERS ENERGY	STREET LIGHTS 1294 4/1-4/30/22 SIRENS TRAFFIC LIGHTS 1997 4/1-4/30/22	4,414.30
05/11/2022	50678	CONSUMERS ENERGY	8100 CIVIC DR 3/31-5/1/22	1,331.96
05/11/2022	50679	CONSUMERS ENERGY	ELMS PARKING LOT AREA LIGHTS 2300 4/1-4/	29.48
05/11/2022	50680	CONSUMERS ENERGY	4125 ELMS RD 4353 4/1-5/2/22	32.62
05/11/2022	50681	CONSUMERS ENERGY	4125 ELMS RD PAVILION 4437 4/1-5/2/22	35.85
05/11/2022	50682	CONSUMERS ENERGY	6425 MILLER PARK & RIDE 4/1-5/2/22	76.14
05/19/2022	50683	BELSON OUTDOORS LLC	6' POWDER-COATED STEEL BENCH PER QUOTE W	2,536.56
05/19/2022	50684	BETTY SHANNON	CONTRACT REIMB RETIREE MEDICAL JAN-MARCH	1,014.85
05/19/2022	50685	BIO-SERV CORPORATION	PEST CONTROL - CITY HALL/LIBRARY-SR CTR	120.00
			PEST CONTROL - PUBLIC SAFETY BLDG	62.00
				182.00
05/19/2022	50686	BLUE CROSS BLUE SHIELD OF MICHIGAN	RETIREE HEALTHCARE CLOLINGER JUNE 2022	1,835.88
05/19/2022	50687	COMMUNITY IMAGE BUILDERS	MASTER PLAN UPDATE	2,088.00
05/19/2022	50688	CONSUMERS ENERGY	ANNUAL LEASE AGREEMENT 5/5/22-5/5/23	210.00
05/19/2022	50689	CRYSTAL SANDERS	CALCEL ELMS PARK #4 6/12/22	200.00
05/19/2022	50690	DELTA DENTAL PLAN	RETIREE DENTAL JUNE 2022 (5)	365.96
05/19/2022	50691	FALISHICA ATKINS	ELMS PARK DEPOSIT REFUND 5/21/22 #1	100.00
05/19/2022	50692	FERGUSON ENTERPRISES INC	CHLORINE CHEMKEY RGTS (2)/LR ORTHOPHOSPH	148.98
05/19/2022	50693	FERGUSON WATERWORKS #3386	R900 V4 WALL MIU (20/5/8X3/4 T10 P/C WTR	5,350.60
			REG 2 HPT P/C CF PIT	110.93
			R900 V4 WALL MIU (10)	1,145.50
				6,607.03
05/19/2022	50694	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	6.25
05/19/2022	50695	GEN CTY ROAD COMMISSION	S-MTCE & OPERATIONS APRIL 2022	14.37
05/19/2022	50696	GENESEE CTY DRAIN COMMISSIONER	WATER 3/30-4/27/22 1,763,004 CF	112,872.73
05/19/2022	50697	GFL ENVIRONMENTAL USA INC	FY22 GARBAGE/RECYCLING/YARD WASTE	24,843.00
05/19/2022	50698	GREGORY CARE	UB REFUND FOR 7455 WADE	368.87
05/19/2022	50699	INLINER SOLUTIONS LLC	2021-2022 SEWER LINING PROJECTS	27,319.85
05/19/2022	50700	INTEGRITY BUSINESS SOLUTIONS	TOILET TISSUE 4 CT	234.44
05/19/2022	50701	JAMS MEDIA LLC	BUDGET PUBLIC HEARING	50.30
05/19/2022	50702	JIM MAYO	ELMS PARK DEPOSIT REFUND 5/7/22 #4	100.00

05/19/2022	50703	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	860.00
			MOW & TRIM CITY PROPERTIES	860.00
				1,720.00
05/19/2022	50704	KALIE JOHNSON	ELMS PARK DEPOSIT REFUND 5/15/22 #2	100.00
05/19/2022	50705	КСІ	ESTIMATED POSTAGE SUMMER 2022 TAX BILLS	649.65
05/19/2022	50706	LAURA MARTIN	ELMS PARK DEPOSIT REFUND 5/7/22 #2	100.00
05/19/2022	50707	LEGACY ASSESSING SERVICES INC	ASSESSING SERVICES MAY 2022	2,536.66
05/19/2022	50708	LIGHTLE ENTERPRISES OF OHIO LLC	8' PLASTICADE A-FRAME DOUBLE BARRICADE/S	1,656.80
05/19/2022	50709	MI MUNICIPAL WORKERS COMP FUND	POLICY PREMIUM 7/1/22-7/1/23	4,736.00
05/19/2022	50710	MICHIGAN PIPE AND VALVE	HYDRANT MJ SHOE	2,700.00
05/19/2022	50711	MUNICO CORP	42" AND 28" CONES 100 EACH PER 96289A	5,115.00
05/19/2022	50712	NATHAN HENRY	METRO ALLIANCE 4/29/22 SMALL CITIES 5/4/	47.92
05/19/2022	50713	PARAGON LABORATORIES INC	WATER SAMPLES WO SWARTZ CREEK	1,070.00
05/19/2022	50714	PAUL JAWORSKY	SRTS EASEMENT	7,000.00
05/19/2022	50715	PHILIP JAWORSKY	SRTS EASEMENT	7,000.00
05/19/2022	50716	PITNEY BOWES INC.	RED INK CTG 1 BOX	161.48
05/19/2022	50717	PPSMG URGENT MEDICAL CARE PLLC	PHYSICAL E. MELEN	100.00
05/19/2022	50718	PRINTING SYSTEMS	VOTER REGISTRATION ADDRESS CONF NTC RESP	46.00
05/19/2022	50719	REBECCA SHAYLER	ELMS PARK DEPOSIT REFUND 5/14/22 #3	100.00
05/19/2022	50720	ROWE PROFESSIONAL SERVICES CO	PARK PLAN	290.00
05/19/2022	50721	SASHA DEAN	ELMS PARK DEPOSIT REFUND 5/14/22 #4	100.00
05/19/2022	50722	SELF SERVE LUMBER CO.	HICKRY/DUALBRW DIM IKO @2 SHGL	24.99
05/19/2022	50723	SIMEN FIGURA & PARKER PLC	MONTHLY INVOICE APRIL 2022	3,902.99
05/19/2022	50724	STAPLES	HP BLACK TNR 2 PK	337.90
05/19/2022	50725	STATE OF MICHIGAN DEPT TRANS	MORRISH RD REHABILITATION	20,637.58
05/19/2022	50726	SUBURBAN AUTO SUPPLY	WIPER BLADE (2) TRUCK #2-08	37.98
05/19/2022	50727	SUPER FLITE OIL CO INC	FUEL - DPW APRIL 2022	1,624.30
05/19/2022	50728	SW CREEK AREA CHAMBER OF COMMERCE	EVENT SPONSORSHIP	1,000.00
05/19/2022	50729	SWARTZ CREEK AREA FIRE DEPT.	FIRE & EMS SERVICES APRIL 2022	3,371.74
05/19/2022	50730	TAMARA HUDDLESTON	ELMS PARK DEPOSIT REFUND 5/8/22 #1	100.00
05/19/2022	50731	TINA BEAUCHAMP	ELMS PARK DEPOSIT REFUND 5/7/22 #1	100.00
05/19/2022	50732	TORI CHOATE	ELMS PARK DEPOSIT REFUND 5/14/22 #2	100.00
05/19/2022	50733	UNUM LIFE INSURANCE	RETIREE LIFE JUNE 2022 (4)	44.25
05/19/2022	50734	VERIZON WIRELESS	MONTHLY INVOICE 4/2/22-5/1/22	535.31

GEN TOTALS:
Total of 102 Checks:
Less 0 Void Checks:
Total of 102 Disbursements:

702,124.13 0.00 702,124.13 Description

Name

Equipment ID

Employee ID

# Equipment Usage Detail Report

GL Number

Activity Code

Date

Hours

Rate

1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.	Italiio	011 11011001	10011107 0000 2000	nouro	110.00	0000
Pickup 4WD	1-20, 7-15,3-08, 2-08, 1	0-				
410000001	Gardner, Rodney E	101-567.000-941.000	05/03/2022	4.00	12.34	49.36
410000001	Gardner, Rodney E	226-530.000-941.000	05/11/2022	4.00	12.34	49.36
410000001	Gardner, Rodney E	226-530.000-941.000	05/12/2022	4.00	12.34	49.36
410000001	Gardner, Rodney E	590-536.000-941.000	05/13/2022	2.00	12.34	24.68
410000001	Gardner, Rodney E	591-542.000-941.000	05/18/2022	8.00	12.34	98.72
410000001	Gardner, Rodney E	591-542.000-941.000	05/19/2022	8.00	12.34	98.72
410000001	Gardner, Rodney E	591-542.000-941.000	05/20/2022	8.00	12.34	98.72
410000004	Wright, David L	101-780.500-941.000	04/25/2022	1.00	12.34	12.34
410000004	Wright, David L	226-782.000-941.000	04/25/2022	1.00	12.34	12.34
410000004	Wright, David L	226-783.000-941.000	04/25/2022	2.00	12.34	24.68
410000004	Wright, David L	101-782.000-941.000	04/26/2022	1.00	12.34	12.34
410000004	Wright, David L	101-783.000-941.000	04/26/2022	1.00	12.34	12.34
410000004	Wright, David L	202-463.000-941.000	04/26/2022	2.00	12.34	24.68
410000004	Wright, David L	101-783.000-941.000	04/27/2022	1.00	12.34	12.34
410000004	Wright, David L	101-794.000-941.000	04/27/2022	1.00	12.34	12.34
410000004	Wright, David L	202-463.000-941.000	04/27/2022	3.00	12.34	37.02
410000004	Wright, David L	226-783.000-941.000	04/27/2022	1.00	12.34	12.34
410000004	Wright, David L	203-463.000-941.000	04/28/2022	3.00	12.34	37.02
410000004	Wright, David L	226-783.000-941.000	04/28/2022	1.00	12.34	12.34
410000004	Wright, David L	591-540.000-941.000	04/28/2022	3.00	12.34	37.02
410000004	Wright, David L	101-790.000-941.000	04/29/2022	1.00	12.34	12.34
410000004	Wright, David L	101-794.000-941.000	04/29/2022	1.00	12.34	12.34
410000004	Wright, David L	202-463.000-941.000	04/29/2022	3.00	12.34	37.02
410000004	Wright, David L	590-536.000-941.000	04/29/2022	2.00	12.34	24.68
410000004	Wright, David L	101-780.500-941.000	05/02/2022	1.00	12.34	12.34
410000004	Wright, David L	226-782.000-941.000	05/02/2022	1.00	12.34	12.34
410000004	Wright, David L	226-783.000-941.000	05/02/2022	1.00	12.34	12.34
410000004	Wright, David L	101-782.000-941.000	05/03/2022	3.00	12.34	37.02
410000004	Wright, David L	101-783.000-941.000	05/03/2022	5.00	12.34	61.70
410000004	Wright, David L	202-463.000-941.000	05/04/2022	8.00	12.34	98.72
410000004	Wright, David L	202-463.000-941.000	05/05/2022	4.00	12.34	49.36
410000004	Wright, David L	591-540.000-941.000	05/05/2022	4.00	12.34	49.36
410000004	Wright, David L	101-790.000-941.000	05/06/2022	1.00	12.34	12.34
410000004	Wright, David L	226-782.000-941.000	05/06/2022	1.00	12.34	12.34
410000004	Wright, David L	226-783.000-941.000	05/06/2022	1.00	12.34	12.34
410000004	Wright, David L	590-536.000-941.000	05/06/2022	2.00	12.34	24.68
410000004	Wright, David L	591-540.000-941.000	05/06/2022	1.50	12.34	18.51
410000004	Wright, David L	202-463.000-941.000	05/09/2022	4.00	12.34	49.36
410000004	Wright, David L	203-474.000-941.000	05/09/2022	2.00	12.34	24.68
410000004	Wright, David L	226-782.000-941.000	05/09/2022	1.00	12.34	12.34
410000004	Wright, David L	226-783.000-941.000	05/09/2022	1.00	12.34	12.34
410000004	Wright, David L	202-463.000-941.000	05/10/2022	4.00	12.34	49.36
4100000 <b>Gi<u>t</u>y Coun</b>	cil Packeturight, David L	203-474.000-941.000	<b>53</b> 05/10/2022	2.00	ne 13, 2022_ <sub>12</sub>	24.68

Approx

Cost

Equipment ID Employee ID	Description Name	GL Number	Activity Code [	Date	Hours	Rate	Approx Cost
410000004	Wright, David L	101-780.500-941.000	05/1	1/2022	1.00	12.34	12.34
410000004	Wright, David L	101-782.000-941.000		1/2022	1.00	12.34	12.34
410000004	Wright, David L	101-783.000-941.000		1/2022	1.00	12.34	12.34
410000004	Wright, David L	226-782.000-941.000	05/1	1/2022	1.00	12.34	12.34
410000004	Wright, David L	226-783.000-941.000	05/1	1/2022	1.00	12.34	12.34
410000004	Wright, David L	591-540.000-941.000	05/1	1/2022	3.00	12.34	37.02
410000004	Wright, David L	101-783.000-941.000	05/1	2/2022	3.00	12.34	37.02
410000004	Wright, David L	226-782.000-941.000	05/1	2/2022	1.00	12.34	12.34
410000004	Wright, David L	226-783.000-941.000	05/1	2/2022	1.00	12.34	12.34
410000004	Wright, David L	591-540.000-941.000	05/1	2/2022	1.00	12.34	12.34
410000004	Wright, David L	202-463.000-941.000	05/1	3/2022	6.00	12.34	74.04
410000004	Wright, David L	101-783.000-941.000	05/1	6/2022	5.00	12.34	61.70
410000004	Wright, David L	226-783.000-941.000	05/1	6/2022	1.00	12.34	12.34
410000004	Wright, David L	591-540.000-941.000	05/1	6/2022	2.00	12.34	24.68
410000004	Wright, David L	101-782.000-941.000	05/1	7/2022	2.00	12.34	24.68
410000004	Wright, David L	591-540.000-941.000	05/1	7/2022	6.00	12.34	74.04
410000004	Wright, David L	591-542.000-941.000	05/1	8/2022	8.00	12.34	98.72
410000004	Wright, David L	101-794.000-941.000	05/1	9/2022	3.00	12.34	37.02
410000004	Wright, David L	591-540.000-941.000	05/1	9/2022	3.00	12.34	37.02
410000004	Wright, David L	590-536.000-941.000	05/2	0/2022	2.00	12.34	24.68
410000004	Wright, David L	591-540.000-941.000	05/2	0/2022	3.00	12.34	37.02
410000005	Sandford, Jay E	226-530.000-941.000	04/2	5/2022	2.00	12.34	24.68
410000005	Sandford, Jay E	591-540.000-941.000	04/2	5/2022	6.00	12.34	74.04
410000005	Sandford, Jay E	226-530.000-941.000	04/2	6/2022	8.00	12.34	98.72
410000005	Sandford, Jay E	101-783.000-941.000	04/2	7/2022	4.00	12.34	49.36
410000005	Sandford, Jay E	591-540.000-941.000	04/2	7/2022	2.00	12.34	24.68
410000005	Sandford, Jay E	591-540.000-941.000	04/2	8/2022	8.00	12.34	98.72
410000005	Sandford, Jay E	591-540.000-941.000	04/2	9/2022	5.00	12.34	61.70
410000005	Sandford, Jay E	591-540.000-941.000	05/1	1/2022	4.00	12.34	49.36
410000005	Sandford, Jay E	202-463.000-941.000	05/1	2/2022	8.00	12.34	98.72
410000005	Sandford, Jay E	101-783.000-941.000	05/1	6/2022	8.00	12.34	98.72
410000005	Sandford, Jay E	101-783.000-941.000	05/1	7/2022	8.00	12.34	98.72
410000005	Sandford, Jay E	591-540.000-941.000	05/1	8/2022	8.00	12.34	98.72
410000005	Sandford, Jay E	591-540.000-941.000	05/1	9/2022	7.00	12.34	86.38
410000005	Sandford, Jay E	101-783.000-941.000	05/2	0/2022	8.00	12.34	98.72
440000009	Bosas, Rebecca M	591-542.000-941.000	04/2	7/2022	8.00	12.34	98.72
440000009	Bosas, Rebecca M	101-783.000-941.000	04/2	8/2022	2.00	12.34	24.68
440000009	Bosas, Rebecca M	591-542.000-941.000	04/2	8/2022	6.00	12.34	74.04
440000009	Bosas, Rebecca M	101-790.000-941.000	04/2	9/2022	1.00	12.34	12.34
440000009	Bosas, Rebecca M	101-794.000-941.000	04/2	9/2022	1.00	12.34	12.34
440000009	Bosas, Rebecca M	591-542.000-941.000	04/2	9/2022	1.00	12.34	12.34
440000009	Bosas, Rebecca M	101-783.000-941.000	05/0	2/2022	2.00	12.34	24.68
440000009	Bosas, Rebecca M	591-540.000-941.000		2/2022	3.00	12.34	37.02
4400000 Gity Cou	<b>ncil Packet</b> osas, Rebecca M	591-542.000-941.000	54 05/0.	2/2022	3.00	12. پل <b>پine 13, 2022</b>	37.02

Equipment ID	Description						Approx
Employee ID	Name	GL Number	Activity Code	Date	Hours	Rate	Cost
440000009	Bosas, Rebecca M	101-782.000-941.000		05/03/2022	3.00	12.34	37.02
440000009	Bosas, Rebecca M	101-783.000-941.000		05/03/2022	4.00	12.34	49.36
440000009	Bosas, Rebecca M	591-542.000-941.000		05/03/2022	1.00	12.34	12.34
440000009	Bosas, Rebecca M	591-540.000-941.000		05/04/2022	8.00	12.34	98.72
440000009	Bosas, Rebecca M	203-463.000-941.000		05/05/2022	1.00	12.34	12.34
440000009	Bosas, Rebecca M	591-540.000-941.000		05/05/2022	5.00	12.34	61.70
440000009	Bosas, Rebecca M	591-542.000-941.000		05/05/2022	1.00	12.34	12.34
440000009	Bosas, Rebecca M	591-540.000-941.000		05/06/2022	7.00	12.34	86.38
440000009	Bosas, Rebecca M	591-542.000-941.000		05/06/2022	1.00	12.34	12.34
440000009	Bosas, Rebecca M	226-782.000-941.000		05/07/2022	1.00	12.34	12.34
440000009	Bosas, Rebecca M	226-783.000-941.000		05/07/2022	1.00	12.34	12.34
440000009	Bosas, Rebecca M	226-782.000-941.000		05/08/2022	1.00	12.34	12.34
440000009	Bosas, Rebecca M	226-783.000-941.000		05/08/2022	1.00	12.34	12.34
440000009	Bosas, Rebecca M	101-783.000-941.000		05/09/2022	2.00	12.34	24.68
440000009	Bosas, Rebecca M	203-474.000-941.000		05/09/2022	1.50	12.34	18.51
440000009	Bosas, Rebecca M	590-536.000-941.000		05/09/2022	4.00	12.34	49.36
440000009	Bosas, Rebecca M	591-542.000-941.000		05/09/2022	0.50	12.34	6.17
440000009	Bosas, Rebecca M	591-540.000-941.000		05/10/2022	4.00	12.34	49.36
440000009	Bosas, Rebecca M	202-463.000-941.000		05/12/2022	1.00	12.34	12.34
440000009	Bosas, Rebecca M	202-463.000-941.000		05/13/2022	8.00	12.34	98.72
440000009	Bosas, Rebecca M	202-463.000-941.000		05/16/2022	2.00	12.34	24.68
440000009	Bosas, Rebecca M	202-463.000-941.000		05/17/2022	1.00	12.34	12.34
440000009	Bosas, Rebecca M	591-540.000-941.000		05/17/2022	1.00	12.34	12.34
440000009	Bosas, Rebecca M	591-542.000-941.000		05/18/2022	8.00	12.34	98.72
440000009	Bosas, Rebecca M	101-783.000-941.000		05/20/2022	4.00	12.34	49.36
440000009	Bosas, Rebecca M	591-542.000-941.000		05/20/2022	4.00	12.34	49.36
Equipment Tota	ls				357.50		4,411.55
Front Blade	Front Blade/Plow - used	on					
Pickup 2WD	6-16 2WD						
440000018	Leavitt, Mikel D	101-780.500-941.000		04/25/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	226-782.000-941.000		04/25/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	226-783.000-941.000		04/25/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	202-463.000-941.000		04/26/2022	3.00	11.12	33.36
440000018	Leavitt, Mikel D	101-780.500-941.000		04/27/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	226-782.000-941.000		04/27/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	226-783.000-941.000		04/27/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	226-782.000-941.000		04/28/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	226-783.000-941.000		04/28/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	101-780.500-941.000		04/29/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	226-782.000-941.000		04/29/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	226-783.000-941.000		04/29/2022	1.00	11.12	11.12
44000000 <b>City Cou</b>	ncil Packeteavitt, Mikel D	226-782.000-941.000	55	05/04/2022	1.00	11 <b>. Uûne 13</b> ,	<b>2022</b> 11.12

Equipment ID	Description					5.4	Approx
Employee ID	Name	GL Number	Activity Code	Date	Hours	Rate	Cost
440000018	Leavitt, Mikel D	226-783.000-941.000		05/04/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	226-783.000-941.000		05/05/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	226-782.000-941.000		05/09/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	226-783.000-941.000		05/09/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	226-782.000-941.000		05/11/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	226-783.000-941.000		05/11/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	226-782.000-941.000		05/12/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	226-783.000-941.000		05/12/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	226-782.000-941.000		05/13/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	226-783.000-941.000		05/13/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	226-782.000-941.000		05/14/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	226-783.000-941.000		05/14/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	226-782.000-941.000		05/15/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	226-783.000-941.000		05/15/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	226-782.000-941.000		05/16/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	226-783.000-941.000		05/16/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	101-780.500-941.000		05/17/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	226-782.000-941.000		05/17/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	226-783.000-941.000		05/17/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	101-780.500-941.000		05/18/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	226-782.000-941.000		05/18/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	226-783.000-941.000		05/18/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	101-780.500-941.000		05/20/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	226-782.000-941.000		05/20/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	226-783.000-941.000		05/20/2022	1.00	11.12	11.12
Equipment Totals	5				40.00		444.80
Backhoe	Backhoe						
410000004	Wright, David L	202-474.000-941.000		05/02/2022	2.00	60.49	120.98
410000004	Wright, David L	101-783.000-941.000		05/13/2022	2.00	60.49	120.98
Equipment Totals	3				4.00		241.96
Breaker	Breaker - used on backhoe						
Bucket Truck	No. 06-99						
Bucket	Bucket - used with Bucket						
Brush Hog	NO. 9-02						
Dump	Dump Truck 1-22, 11, 12-02,						
410000004	Wright, David L	226-530.000-941.000		04/25/2022	4.00	55.53	222.12
410000004	Wright, David L	226-530.000-941.000		04/26/2022	4.00	55.53	222.12
<sup>4100000</sup> City Counc	il PackeW <sup>right</sup> , David L	203-463.000-941.000	56	05/02/2022	2.00	<sup>55</sup> · <sup>5</sup> ປີ <mark>ປີne 13, 2022</mark>	111.06

06/01/2022 02:03 PM

#### Equipment Usage Detail Report From: 04/23/2022 To: 05/20/2022

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Equipment ID	Description						Approx
Employee ID	Name	GL Number	Activity Code	Date	Hours	Rate	Cost
410000005	Sandford, Jay E	226-530.000-941.000		05/10/2022	8.00	55.53	444.24
410000005	Sandford, Jay E	226-530.000-941.000		05/11/2022	4.00	55.53	222.12
Equipment Total	ls				22.00		1,221.66
UnderbodyScrapr	Underbody Scraper used w/						
Hopper/Salt Box	Hopper/Salt Box use w/ du	mp					
Sweeper	Sweeper						
410000001	Gardner, Rodney E	203-463.000-941.000		04/25/2022	8.00	100.65	805.20
410000001	Gardner, Rodney E	203-463.000-941.000		04/26/2022	8.00	100.65	805.20
410000001	Gardner, Rodney E	203-463.000-941.000		04/27/2022	8.00	100.65	805.20
410000001	Gardner, Rodney E	203-463.000-941.000		04/28/2022	8.00	100.65	805.20
410000001	Gardner, Rodney E	203-463.000-941.000		04/29/2022	8.00	100.65	805.20
410000001	Gardner, Rodney E	203-463.000-941.000		05/02/2022	8.00	100.65	805.20
410000001	Gardner, Rodney E	203-463.000-941.000		05/03/2022	4.00	100.65	402.60
410000001	Gardner, Rodney E	202-463.000-941.000		05/04/2022	8.00	100.65	805.20
410000001	Gardner, Rodney E	202-463.000-941.000		05/05/2022	7.00	100.65	704.55
410000001	Gardner, Rodney E	202-463.000-941.000		05/06/2022	8.00	100.65	805.20
440000018	Leavitt, Mikel D	591-540.000-941.000		05/04/2022	6.00	100.65	603.90
440000018	Leavitt, Mikel D	591-540.000-941.000		05/05/2022	6.00	100.65	603.90
Equipment Total	ls				87.00		8,756.55
Vacuum Cleaner	Sweeper - used with Stree	t					
Tractor	Tractor						
410000001	Gardner, Rodney E	101-782.000-941.000		05/10/2022	4.00	47.92	191.68
410000001	Gardner, Rodney E	101-783.000-941.000		05/10/2022	4.00	47.92	191.68
410000001	Gardner, Rodney E	101-782.000-941.000		05/11/2022	2.00	47.92	95.84
410000001	Gardner, Rodney E	101-783.000-941.000		05/11/2022	2.00	47.92	95.84
410000001	Gardner, Rodney E	202-463.000-941.000		05/12/2022	4.00	47.92	191.68
410000001	Gardner, Rodney E	101-783.000-941.000		05/13/2022	6.00	47.92	287.52
410000001	Gardner, Rodney E	101-783.000-941.000		05/17/2022	8.00	47.92	383.36
Equipment Total	ls				30.00		1,437.60
Woodchipper	Woodchipper						
410000004	Wright, David L	226-530.000-941.000		04/25/2022	4.00	32.83	131.32
410000004	Wright, David L	226-530.000-941.000		04/26/2022	4.00	32.83	131.32
410000005	Sandford, Jay E	226-530.000-941.000		05/10/2022	8.00	32.83	262.64
4100000005	Sandford, Jay E	226-530.000-941.000		05/11/2022	4.00	32.83	131.32
440000018	Leavitt, Mikel D	226-530.000-941.000		04/25/2022	5.00	32.83	164.15
440000018	Leavitt, Mikel D	226-530.000-941.000		04/26/2022	4.00	32.83	131.32
Equipment Total	ls				29.00		952.07
	ncil Backet, to the the second		57			June 13.	

Material Heaty Council Packetrial Heater

June 13, 2022

Equipment ID	Description					Approx
Employee ID	Name	GL Number	Activity Code Date	Hours	Rate	Cost
410000004	Wright, David L	202-463.000-941.000	04/26/2022	2.00	13.06	26.12
410000004	Wright, David L	202-463.000-941.000	04/27/2022	3.00	13.06	39.18
410000004	Wright, David L	203-463.000-941.000	04/28/2022	3.00	13.06	39.18
440000009	Bosas, Rebecca M	202-463.000-941.000	05/16/2022	2.00	13.06	26.12
Equipment Tota	ls			10.00		130.60
Kubota	Kubota #5-18					
Arrow	Arrow					
Trailer	Trailer					
440000009	Bosas, Rebecca M	202-463.000-941.000	05/13/2022	8.00	0.00	0.00
Equipment Tota	ls			8.00		0.00
Grand Totals						
Equipment:			19	587.50		17,596.79
Materials:			0	0.00		0.00
Totals:			19			17,596.79

#### From: 04/23/2022 To: 05/20/2022 Grouped By: Employee ID

Date Employee ID Employee Name Pay Code ID Department Reg Hours OT Hours Hours for Week Beginning: 04/23/2022 04/25/2022 4100000001 Gardner, Rodney E REG 401 8.00 0.00 04/26/2022 4100000001 Gardner, Rodney E REG 401 8.00 0.00 04/27/2022 410000001 Gardner, Rodney E REG 401 8.00 0.00 04/28/2022 410000001 Gardner, Rodney E REG 401 8.00 0.00 04/29/2022 4100000001 Gardner, Rodney E 401 8.00 0.00 REG -----Total For Employee: 410000001 40.00 0.00 04/25/2022 4100000004 Wright, David L REG 401 4.00 0.00 - chipped brush 410000004 04/25/2022 Wright, David L REG 401 1.00 0.00 - dumped trash 04/25/2022 4100000004 Wright, David L REG 401 2.00 0.00 - dumped trash 04/25/2022 4100000004 Wright, David L REG 401 1.00 0.00 - dumped trash 4100000004 04/26/2022 Wright, David L REG 401 1.00 0.00 - tennis nets 04/26/2022 4100000004 401 1.00 0.00 Wright, David L REG - tennis nets 04/26/2022 4100000004 Wright, David L REG 401 2.00 0.00 - cold patched 04/26/2022 4100000004 Wright, David L 401 4.00 0.00 REG - chipped brush 04/27/2022 4100000004 Wright, David L REG 401 1.00 0.00 - replaced trash cans 04/27/2022 4100000004 Wright, David L REG 401 3.00 0.00 - cold patched 04/27/2022 410000004 Wright, David L REG 401 2.00 0.00 - filled driveway at gm plant 04/27/2022 4100000004 Wright, David L 401 1.00 0.00 REG - dumped trash Wright, David L 04/27/2022 4100000004 1.00 REG 401 0.00 - planted trees at bicentennial park 04/28/2022 410000004 Wright, David L REG 401 3.00 0.00 - cold patched 04/28/2022 410000004 Wright, David L REG 401 3.00 0.00 - repairing hydrants and locating curb box 04/28/2022 4100000004 Wright, David L 401 1.00 0.00 REG - dumped trash 04/28/2022 410000004 Wright, David L REG 401 1.00 0.00 - took salt spreader off #12-04 dumptruck 04/29/2022 410000004 Wright, David L REG 401 1.00 0.00 - Cityl Council Packet in toilet at the library 59

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
04/29/2022	410000004	Wright, David L	REG	401	3.00	0.00
	leaned catch basi					
04/29/2022	410000004	Wright, David L	REG	401	2.00	0.00
	hecked manholes		220	4.0.1	1 00	0.00
04/29/2022	4100000004	Wright, David L	REG	401	1.00	0.00
04/29/2022	4100000004	Wright, David L	REG	401	1.00	0.00
	arricades					
Total For En	nployee: 41000000	04			40.00	0.00
04/25/2022	410000005	Sandford, Jay E	REG	401	6.00	0.00
04/25/2022	410000005	Sandford, Jay E	REG	401	2.00	0.00
04/26/2022	410000005	Sandford, Jay E	REG	401	8.00	0.00
04/27/2022	410000005	Sandford, Jay E	REG	401	4.00	0.00
04/27/2022	410000005	Sandford, Jay E	PERS	401	2.00	0.00
04/27/2022	410000005	Sandford, Jay E	REG	401	2.00	0.00
04/28/2022	410000005	Sandford, Jay E	REG	401	8.00	0.00
04/29/2022	410000005	Sandford, Jay E	REG	401	3.00	0.00
04/29/2022	410000005	Sandford, Jay E	REG	401	5.00	0.00
Total For En	nployee: 41000000	05			40.00	0.00
04/25/2022	440000009	Bosas, Rebecca M	PERS	401	8.00	0.00
04/26/2022	440000009	Bosas, Rebecca M	PERS	401	8.00	0.00
04/27/2022	440000009	Bosas, Rebecca M	REG	401	8.00	0.00
04/28/2022	440000009	Bosas, Rebecca M	REG	401	6.00	0.00
04/28/2022	440000009	Bosas, Rebecca M	REG	401	2.00	0.00
04/29/2022	440000009	Bosas, Rebecca M	REG	401	0.50	0.00
04/29/2022	440000009	Bosas, Rebecca M	REG	401	1.00	0.00
04/29/2022	440000009	Bosas, Rebecca M	REG	401	1.00	0.00
04/29/2022	440000009	Bosas, Rebecca M	REG	401	0.50	0.00
04/29/2022	440000009	Bosas, Rebecca M	REG	401	1.00	0.00
04/29/2022	440000009	Bosas, Rebecca M	REG	401	4.00	0.00
- P	ick up trash, etc	c from grounds				
Total For En	nployee: 44000000	09			40.00	0.00
04/25/2022	440000016	Bincsik, Robert J	REG	202	8.00	0.00
04/26/2022	440000016	Bincsik, Robert J	REG	202	8.00	0.00
04/27/2022	440000016	Bincsik, Robert J	REG	202	8.00	0.00
04/28/2022	440000016	Bincsik, Robert J	REG	202	8.00	0.00
04/29/2022	440000016	Bincsik, Robert J	REG	202	4.00	0.00
04/29/2022	440000016	Bincsik, Robert J	VAC_MNGR	202	4.00	0.00
- m	oved from Holiday	y per request Rob				
Total For En	nployee: 440000001	16			40.00	0.00
04/25/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
04/25/2022 (	City Council Packet	Leavitt, Mikel D	REG	401 <b>60</b>	1.00	0.00

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
04/25/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
04/25/2022	440000018	Leavitt, Mikel D	REG	401	5.00	0.00
04/26/2022	440000018	Leavitt, Mikel D	REG	401	4.00	0.00
04/26/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
04/26/2022	440000018	Leavitt, Mikel D	REG	401	3.00	0.00
04/27/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
04/27/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
04/27/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
04/27/2022	440000018	Leavitt, Mikel D	REG	401	4.00	0.00
04/27/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
04/28/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
04/28/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
04/28/2022	440000018	Leavitt, Mikel D	REG	401	2.00	0.00
04/28/2022	440000018	Leavitt, Mikel D	REG	401	4.00	0.00
04/29/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
04/29/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
04/29/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
04/29/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
04/29/2022	440000018	Leavitt, Mikel D	REG	401	3.00	0.00
04/29/2022	440000018	Leavitt, Mikel D	REG	401	0.50	0.00
04/29/2022	440000018	Leavitt, Mikel D	REG	401	0.50	0.00
	ployee: 440000001	.8			40.00	0.00
Hours for	Week Beginning:	04/30/2022				
05/02/2022	410000001	Gardner, Rodney E	REG	401	8.00	0.00
05/03/2022	410000001	Gardner, Rodney E	REG	401	4.00	0.00
05/03/2022	410000001	Gardner, Rodney E	REG	401	4.00	0.00
05/04/2022	410000001	Gardner, Rodney E	REG	401	8.00	0.00
05/05/2022	410000001	Gardner, Rodney E	REG	401	7.00	0.00
05/05/2022	410000001	Gardner, Rodney E	PERS	401	1.00	0.00
05/06/2022	410000001	Gardner, Rodney E	REG	401	8.00	0.00
	ployee: 41000000	)1			40.00	0.00
05/02/2022	410000004	Wright, David L	REG	401	0.50	0.00
- du	mped trash					
05/02/2022	410000004	Wright, David L	REG	401	0.50	0.00
	mped trash			4.0.4		
05/02/2022	4100000004 aded woods stree	Wright, David L	REG	401	2.00	0.00
05/02/2022	4100000004	Wright, David L	REG	401	1.00	0.00
- du	mped trash					
05/02/2022	410000004	Wright, David L	REG	401	1.00	0.00
	imped trash					
05/02/2022 C	ity Council Racket	Wright, David L	REG	401 <b>61</b>	1.00	0.00

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
- c	lumped trash					
05/02/2022	410000004	Wright, David L	REG	401	2.00	0.00
- p	out up sign and po	ost				
05/03/2022	410000004	Wright, David L	REG	401	3.00	0.00
– p	reping bathrooms	at abrams park				
05/03/2022	410000004	Wright, David L	REG	401	5.00	0.00
- c	pening and cleani	ing bathrooms at elms p	ark and cleaning t	cables		
05/04/2022		Wright, David L	REG	401	8.00	0.00
- c	leaning catch bas	sins on seymour road				
05/05/2022		Wright, David L	REG	401	4.00	0.00
	leaned catch basi					
05/05/2022		Wright, David L	REG	401	4.00	0.00
	staking water serv					
		Wright, David L	REG	401	0.50	0.00
	lumped trash					
05/06/2022		Wright, David L	REG	401	1.00	0.00
	lumped trash and v					
05/06/2022		Wright, David L	REG	401	0.50	0.00
	lumped trash					
05/06/2022		Wright, David L	REG	401	1.00	0.00
	lumped trash and c	-				
05/06/2022		Wright, David L	REG	401	1.00	0.00
	lumped trash and c	-				
05/06/2022	410000004	Wright, David L	REG	401	2.00	0.00
	checked manholes				0.50	
05/06/2022		Wright, David L	REG	401	0.50	0.00
	lumped trash		220	4.0.1	1 50	0.00
		Wright, David L	REG	401	1.50	0.00
	takings					
	mployee: 41000000				40.00	0.00
05/02/2022	4100000005	Sandford, Jay E	VAC	401	8.00	0.00
05/03/2022	4100000005	Sandford, Jay E	VAC	401	8.00	0.00
05/04/2022	4100000005	Sandford, Jay E	VAC	401	8.00	0.00
05/05/2022	4100000005	Sandford, Jay E	VAC	401	8.00	0.00
		Sandford, Jay E	VAC	401	8.00	0.00
Total For E	mployee: 41000000	)5			40.00	0.00
05/02/2022	440000009	Bosas, Rebecca M	REG	401	2.00	0.00
- s	Seed, straw lacros	sse field				
05/02/2022	440000009	Bosas, Rebecca M	REG	401	3.00	0.00
— F	inal reads, water	r turn on and off, work	orders			
05/02/2022	440000009	Bosas, Rebecca M	REG	401	3.00	0.00
05/03/2022	440000009	Bosas, Rebecca M	REG	401	1.00	0.00
- W	4400000009 <b>City Council Packet</b> Jork orders			62		

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
05/03/2022	440000009	Bosas, Rebecca M	REG	401	4.00	0.00
- Oj	pen bathrooms, cl	lean, stock				
05/03/2022		Bosas, Rebecca M	REG	401	3.00	0.00
- Oj	pen bathrooms, cl	lean, stock				
05/04/2022	440000009	Bosas, Rebecca M	REG	401	8.00	0.00
- W	QP sampling THM H	HAA5 VOC sampling Missd:	igs			
05/05/2022	440000009	Bosas, Rebecca M	REG	401	1.00	0.00
- W	ork order- stones	s in yard, etc				
05/05/2022	440000009	Bosas, Rebecca M	REG	401	1.00	0.00
	inal reads					
05/05/2022	440000009	Bosas, Rebecca M	REG	401	5.00	0.00
	iss digs					
	440000009	Bosas, Rebecca M	VAC	401	1.00	0.00
05/06/2022	440000009	Bosas, Rebecca M	REG	401	1.00	0.00
	inal Read					
05/06/2022	440000009	Bosas, Rebecca M	REG	401	7.00	0.00
	iss digs					
	nployee: 44000000				40.00	0.00
05/02/2022	440000016	Bincsik, Robert J	REG	202	8.00	0.00
05/03/2022	440000016	Bincsik, Robert J	REG	202	8.00	0.00
05/04/2022	440000016	Bincsik, Robert J	REG	202	8.00	0.00
05/05/2022	440000016	Bincsik, Robert J	VAC_MNGR	202	8.00	0.00
- M	oved from Holiday	y per request Rob				
05/06/2022	440000016	Bincsik, Robert J	REG	202	8.00	0.00
Total For Em	nployee: 440000001	16			40.00	0.00
05/02/2022	440000018	Leavitt, Mikel D	REG	401	3.00	0.00
05/02/2022	4400000018	Leavitt, Mikel D	REG	401	5.00	0.00
05/03/2022	4400000018	Leavitt, Mikel D	REG	401	4.00	0.00
05/03/2022	4400000018	Leavitt, Mikel D	REG	401	4.00	0.00
05/04/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
05/04/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
05/04/2022	440000018	Leavitt, Mikel D	REG	401	6.00	0.00
- S	eymour catch basi	in should be 202-463 and	d truck #6-16 per	phone Mikel with Dea	nna	
05/05/2022	440000018	Leavitt, Mikel D	REG	401	6.00	0.00
- S	eymour catch basi	ins should be 202-463 an	nd truck #6-16 pe	er phone Mikel with D	eanna	
05/05/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
05/05/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
05/06/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
05/06/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
05/06/2022	440000018	Leavitt, Mikel D	REG	401	6.00	0.00
matal Dam Du	mlawaa. 44000000	1 0			40.00	0 00
	nployee: 440000001 Rity Council Docket	LÖ			40.00	0.00

Date	Employee ID	Employee Name	Pay Code ID	-	Reg Hours	OT Hours
05/09/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
05/09/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
05/10/2022	4100000001		REG	401	4.00	0.00
05/10/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
05/11/2022	410000001	Gardner, Rodney E	REG	401	2.00	0.00
05/11/2022	410000001	Gardner, Rodney E	REG	401	2.00	0.00
05/11/2022	410000001	Gardner, Rodney E	REG	401	4.00	0.00
05/12/2022	410000001	Gardner, Rodney E	REG	401	4.00	0.00
05/12/2022	410000001	Gardner, Rodney E	PERS	401	1.00	0.00
05/12/2022	410000001	Gardner, Rodney E	REG	401	3.00	0.00
05/13/2022	410000001	Gardner, Rodney E	REG	401	6.00	0.00
05/13/2022	410000001	Gardner, Rodney E	REG	401	2.00	0.00
	ployee: 41000000				40.00	0.00
05/09/2022	4100000004	Wright, David L	REG	401	2.00	0.00
	it up new sign po	-				
-		Wright, David L	REG	401	4.00	0.00
- re	pairing catch ba	asins				
05/09/2022	410000004	Wright, David L	REG	401	1.00	0.00
	umped trash opene					
05/09/2022		Wright, David L	REG	401	1.00	0.00
- du	umped trash and c					
	-	Wright, David L	REG	401	4.00	0.00
	pairing catch ba					
		Wright, David L	REG	401	2.00	0.00
	gns at yarmy and					
		Wright, David L	REG	401	2.00	0.00
– ur	loading semi tru	icks				
05/11/2022	-	Wright, David L	REG	401	1.00	0.00
– ba	sketball nets	<i>.</i>				
05/11/2022		Wright, David L	REG	401	1.00	0.00
– b <i>a</i>	sketball ball ne	ets				
05/11/2022	410000004	Wright, David L	REG	401	1.00	0.00
– du	umped trash	-				
05/11/2022	410000004	Wright, David L	REG	401	1.00	0.00
– du	umped trash	-				
05/11/2022	4100000004	Wright, David L	REG	401	3.00	0.00
		er reads and checked f				
05/11/2022	4100000004	Wright, David L	REG	401	1.00	0.00
	umped trash	- ·				
05/12/2022	4100000004	Wright, David L	REG	401	0.50	0.00
- du	umped trash	- ·				
05/12/2022	4100000004	Wright, David L	REG	401	3.00	0.00
		ape and benches for bal		64		

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
05/12/2022	410000004	Wright, David L	REG	401	0.50	0.00
- dı	umped trash					
05/12/2022	410000004	Wright, David L	REG	401	0.50	0.00
– dı	umped trash					
05/12/2022	410000004	Wright, David L	REG	401	1.00	0.00
– dı	umped trash and d	opened bathrooms				
05/12/2022	410000004	Wright, David L	REG	401	1.00	0.00
– dı	umped trash and d	opened bathrooms				
05/12/2022	410000004	Wright, David L	REG	401	0.50	0.00
– dı	umped trash					
05/12/2022	410000004	Wright, David L	REG	401	1.00	0.00
- st	takings	<u> </u>				
05/13/2022	2	Wright, David L	REG	401	6.00	0.00
- mc	owing	5.				
05/13/2022	2	Wright, David L	REG	401	2.00	0.00
	eam benches	,				
Total For Em	ployee: 41000000	04			40.00	0.00
05/09/2022	410000005	Sandford, Jay E	VAC	401	8.00	0.00
05/10/2022	4100000005	Sandford, Jay E	REG	401	8.00	0.00
05/11/2022	4100000005	Sandford, Jay E	REG	401	4.00	0.00
05/11/2022	4100000005	Sandford, Jay E	REG	401	4.00	0.00
05/12/2022	4100000005	Sandford, Jay E	REG	401	8.00	0.00
05/13/2022	4100000005	_	PERS	401	8.00	0.00
IOLAI FOI EM	ployee: 41000000	5			40.00	0.00
05/07/2022	440000009	Bosas, Rebecca M	15X	401	0.00	1.00
- OF	pen					
05/07/2022	440000009	Bosas, Rebecca M	15X	401	0.00	1.00
– O <u>r</u>	pen					
05/08/2022	440000009	Bosas, Rebecca M	2X	401	0.00	1.00
- O <u>r</u>	pen					
05/08/2022	440000009	Bosas, Rebecca M	2X	401	0.00	1.00
– O <u>r</u>	pen					
05/09/2022	440000009	Bosas, Rebecca M	REG	401	2.00	0.00
- CI	lean slime off pa	avilion/building				
05/09/2022	440000009	Bosas, Rebecca M	REG	401	0.50	0.00
- Do	oor hanger - acco	ount transfer				
05/09/2022	440000009	Bosas, Rebecca M	REG	401	1.50	0.00
- Si	ign/ornamental po					
05/09/2022	440000009	Bosas, Rebecca M	REG	401	4.00	0.00
	atch basin repain					
05/10/2022	4400000009	Bosas, Rebecca M	REG	401	4.00	0.00
05/10/2022 C	City Council Packet	Chesterfield, Oakview, I Bosas, Rebecca M	REG	401 65 65	4.00	0.00

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
05/11/2022	440000009	Bosas, Rebecca M	REG	401	8.00	0.00
05/12/2022	440000009	Bosas, Rebecca M	REG	401	5.00	0.00
- Pa	tch hole on Mori	rishMow right of ways				
05/12/2022	440000009	Bosas, Rebecca M	REG	401	3.00	0.00
05/13/2022	440000009	Bosas, Rebecca M	REG	401	8.00	0.00
- Мо	w/trim ROWs					
Total For Emp	ployee: 44000000	09			40.00	4.00
05/09/2022	440000016	Bincsik, Robert J	REG	202	8.00	0.00
05/10/2022	440000016	Bincsik, Robert J	REG	202	8.00	0.00
05/11/2022	440000016	Bincsik, Robert J	REG	202	8.00	0.00
05/12/2022	440000016	Bincsik, Robert J	REG	202	8.00	0.00
05/13/2022	440000016	Bincsik, Robert J	REG	202	8.00	0.00
Total For Emp	ployee: 44000000	16			40.00	0.00
05/09/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
05/09/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
05/09/2022	440000018	Leavitt, Mikel D	REG	401	6.00	0.00
05/10/2022	440000018	Leavitt, Mikel D	REG	401	6.00	0.00
05/10/2022	440000018	Leavitt, Mikel D	REG	401	2.00	0.00
05/11/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
05/11/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
05/11/2022	440000018	Leavitt, Mikel D	REG	401	4.00	0.00
05/11/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
05/11/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
05/12/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
05/12/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
05/12/2022	440000018	Leavitt, Mikel D	REG	401	5.50	0.00
05/12/2022	440000018	Leavitt, Mikel D	REG	401	0.50	0.00
05/13/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
05/13/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
05/13/2022	4400000018	Leavitt, Mikel D	REG	401	4.00	0.00
05/13/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
05/13/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
Total For Emp	ployee: 44000000	18			40.00	0.00
Hours for	Week Beginning:	05/14/2022				
05/16/2022	410000001	Gardner, Rodney E	REG	401	8.00	0.00
05/17/2022	410000001	Gardner, Rodney E	REG	401	8.00	0.00
05/18/2022	410000001	Gardner, Rodney E	REG	401	8.00	0.00
05/19/2022	410000001	Gardner, Rodney E	REG	401	8.00	0.00
05/20/2022	410000001	Gardner, Rodney E	REG	401	8.00	0.00
Total For Emp	ployee: 41000000	01		66	40.00	0.00
Ci	ity Council Packet			66		

- worki 05/16/2022 - 05/16/2022 - water 05/17/2022 -	410000004	Wright, David L pened bathrooms Wright, David L Wright, David L	REG REG REG	401 401 401	5.00	0.00
05/16/2022 - dumpe 05/16/2022 - water 05/17/2022 - 05/17/20202 - 05/17/2022 - 05/17/2022 - 05/17/2022 - 05/17/2022 - 05/17/2022 - 05/17/2022 - 05/17/2022 - 05/17/2022 - 05/17/2022 - 05/17/2022 - 05/17/20202 - 05/17/2022 - 05/17/2022 - 05/17/2022 - 05/17/2022 - 05/17/2022 - 05/17/2022 - 05/17/2022 - 05/17/2022 - 05/17/2022 - 05/17/2022 - 05/17/2022 - 05/17/2022 - 05/17/20202 - 05/17/20202 - 05/17/20202 - 05/17/202000000000000000000000000000000000	4100000004 ed trash and o 4100000004 c reads 4100000004 aced team benc	Wright, David L pened bathrooms Wright, David L Wright, David L			1.00	0.00
- dumpe 05/16/2022 - - water 05/17/2022 -	ed trash and o 4100000004 c reads 4100000004 aced team benc	pened bathrooms Wright, David L Wright, David L			1.00	0.00
05/16/2022 - water 05/17/2022 -	4100000004 r reads 4100000004 aced team benc	Wright, David L Wright, David L	REG	401		
- water 05/17/2022	r reads 4100000004 aced team benc	Wright, David L	REG	401		
05/17/2022	4100000004 aced team benc	-		-0-	2.00	0.00
	ced team benc	-				
- repla			REG	401	2.00	0.00
1	410000004	hes				
05/17/2022	110000004	Wright, David L	REG	401	6.00	0.00
05/18/2022	410000004	Wright, David L	REG	401	8.00	0.00
- water	shut offs					
05/19/2022	410000004	Wright, David L	REG	401	3.00	0.00
- water	stakings and	turn ons				
05/19/2022	410000004	Wright, David L	REG	401	2.00	0.00
- storm	n water meetin	g				
05/19/2022	4100000004	Wright, David L	REG	401	3.00	0.00
- holla	and square flo	wer pots				
05/20/2022	4100000004	Wright, David L	REG	401	2.00	0.00
- sspra	yed dandelion	S				
05/20/2022	4100000004	Wright, David L	REG	401	2.00	0.00
- check	ed manholes					
05/20/2022	4100000004	Wright, David L	REG	401	3.00	0.00
05/20/2022	4100000004	Wright, David L	REG	401	1.00	0.00
- put a	away new barri	cades				
					40.00	
Total For Employ	yee: 410000000	4			40.00	0.00
05/16/2022	4100000005	Sandford, Jay E	REG	401	8.00	0.00
05/17/2022	4100000005	Sandford, Jay E	REG	401	8.00	0.00
05/18/2022	4100000005	Sandford, Jay E	REG	401	8.00	0.00
05/19/2022	4100000005	Sandford, Jay E	PERS	401	1.00	0.00
05/19/2022	4100000005	Sandford, Jay E	REG	401	7.00	0.00
05/20/2022	4100000005	Sandford, Jay E	REG	401	8.00	0.00
Total For Employ	yee: 410000000	5			40.00	0.00
05/16/2022	4400000009	Bosas, Rebecca M	REG	401	6.00	0.00
	cape repairs	Bosas, Rebecca M	IVEG.	401	0.00	0.00
-	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
	4400000009	Bosas, Rebecca M Bosas, Rebecca M		401	5.00	0.00
		DUSAS, REDECCA M	REG	401 401	J.UU	0.00
	on bridge	Doong Debasas M	DEC	101	1 00	0 00
	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
- Patch		Deepe Daharan M	DEC	401	1 00	0 00
	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
-	line - hydran		DEC	4.0.1	1 00	0.00
05/17/2022 - Data	4400000009 <b>Council Packet</b> Logs	Bosas, Rebecca M	REG	<sup>401</sup> <b>67</b>	1.00	0.00

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
05/18/2022	440000009	Bosas, Rebecca M	REG	401	8.00	0.00
— V	Water turn offs/o	ns				
05/19/2022	440000009	Bosas, Rebecca M	REG	401	8.00	0.00
— V	Water turn offs/o	ns				
05/20/2022	440000009	Bosas, Rebecca M	REG	401	4.00	0.00
05/20/2022	440000009	Bosas, Rebecca M	REG	401	4.00	0.00
Total For E	Cmployee: 44000000	 09			40.00	0.00
05/16/2022	440000016	Bincsik, Robert J	REG	202	8.00	0.00
05/17/2022	440000016	Bincsik, Robert J	REG	202	8.00	0.00
05/18/2022	440000016	Bincsik, Robert J	VAC MNGR	202	8.00	0.00
05/19/2022	440000016	Bincsik, Robert J	REG	202	8.00	0.00
05/20/2022	440000016	Bincsik, Robert J	REG	202	8.00	0.00
Total For E	mployee: 44000000	 16			40.00	0.00
05/14/2022	440000018	Leavitt, Mikel D	15X	401	0.00	1.00
– t	Unlocked bathroom	s and changed garbage.				
05/14/2022	4400000018	Leavitt, Mikel D	15X	401	0.00	1.00
– t	Unlocked bathroom:	s and changed garbage.				
05/15/2022	440000018	Leavitt, Mikel D	2X	401	0.00	1.00
– t	Unlocked bathroom:	s and changed garbage.				
05/15/2022	440000018	Leavitt, Mikel D	2X	401	0.00	1.00
– t	Unlocked bathroom:	s and changed garbage.				
05/16/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
05/16/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
05/16/2022	440000018	Leavitt, Mikel D	REG	401	2.00	0.00
05/16/2022	440000018	Leavitt, Mikel D	REG	401	4.00	0.00
05/17/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
05/17/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
05/17/2022	440000018	Leavitt, Mikel D	REG	401	2.00	0.00
05/17/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
05/17/2022	440000018	Leavitt, Mikel D	REG	401	3.00	0.00
05/18/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
05/18/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
05/18/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
05/18/2022	440000018	Leavitt, Mikel D	REG	401	0.50	0.00
05/18/2022	440000018	Leavitt, Mikel D	REG	401	4.50	0.00
05/19/2022	440000018	Leavitt, Mikel D	REG	401	2.00	0.00
05/19/2022	440000018	Leavitt, Mikel D	REG	401	2.00	0.00
05/19/2022	440000018	Leavitt, Mikel D	REG	401	4.00	0.00
05/20/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
05/20/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
05/20/2022	440000018	Leavitt, Mikel D	REG	401	1.00	0.00
05/20/2022	4400000018 City Council Packet 4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
05/20/2022	4400000018	Leavitt, Mikel D	REG	401 <b>68</b>	4.00	0.00

#### From: 04/23/2022 To: 05/20/2022 Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
Total For Emp	ployee: 440000001	.8			40.00	4.00
05/17/2022	440000019	Kruyer, Cameron G	REG	405	1.00	0.00
05/17/2022	440000019	Kruyer, Cameron G	REG	405	5.00	0.00
05/17/2022	440000019	Kruyer, Cameron G	REG	405	1.00	0.00
05/17/2022	440000019	Kruyer, Cameron G	REG	405	1.00	0.00
05/18/2022	440000019	Kruyer, Cameron G	REG	405	3.00	0.00
05/18/2022	440000019	Kruyer, Cameron G	REG	405	3.00	0.00
05/18/2022	440000019	Kruyer, Cameron G	REG	405	1.00	0.00
05/18/2022	440000019	Kruyer, Cameron G	REG	405	1.00	0.00
05/19/2022	440000019	Kruyer, Cameron G	REG	405	3.00	0.00
05/19/2022	440000019	Kruyer, Cameron G	REG	405	3.00	0.00
05/19/2022	440000019	Kruyer, Cameron G	REG	405	1.00	0.00
05/19/2022	440000019	Kruyer, Cameron G	REG	405	1.00	0.00
05/20/2022	440000019	Kruyer, Cameron G	REG	405	1.00	0.00
05/20/2022	440000019	Kruyer, Cameron G	REG	405	3.00	0.00
05/20/2022	440000019	Kruyer, Cameron G	REG	405	2.00	0.00
05/20/2022	440000019	Kruyer, Cameron G	REG	405	1.00	0.00
05/20/2022	440000019	Kruyer, Cameron G	REG	405	1.00	0.00
Total For Emp	ployee: 440000001	.9			32.00	0.00

Grand Total:

992.00 8.00

May 2022	MILES DRIVEN	GALLONS GAS PURCHASED	GALLONS DIESEL PURCHASED
#6-16 2WD gas		20.1	
#1-20 4WD diesel			
	505.0	51.7	
#7-15 4WD gas	505.0	51.7	
#3-08 P/U 4WD gas	428.0	46.5	
	120.0	10.0	
#10-18 P/U diesel			35.1
#2-08 P/U 4WD gas	320.0	43.0	
#6-00 BACKHOE diesel			
#4.00 DUMD			
#1-22 DUMP			
#11 DUMP gas			
#TT DOWF gas			
#12-02 DUMP diesel			
#12-04 DUMP diesel			
#12-99 GENERATOR gas			
#17 CASE BACKHOE diesel			
			5.0
#19 JD TRACTOR diesel			5.0
#06-99 BUCKET TRUCK gas			
#00-99 BUCKET TRUCK gas			
#21 WOOD CHIPPER diesel			
#807 STREET SWEEPER diesel	112.0		92.0
#42 ASPHALT HEATER diesel			
#37 TRAIL ARROW			
#40.45.051			
#10-15 GEN gas			
#5-18 KUBOTA (Hours)			
gas can			
TOTAL	1365.0	161.3	132.1

# Public Works

# Monthly Work Orders

		00701722		
Work Order #	Location ID	Customer Name	Date Recd Date Comp	Туре
Work Order Statu	us	Service Address	Date comp	
FNRD22-2041 COMPLETED	SP10-004396-0000-02	PARKER, MARSHA 4396 SPRINGBROOK DR	05/02/22 05/02/22	FINAL READ
WTON22-1410 COMPLETED	SP10-004361-0000-04	FRYE, DOROTHY 4361 SPRINGBROOK DR	05/02/22 05/02/22	WATER TURN ON
READ22-0917 COMPLETED	JI10-009284-0000-03	TURNER, TRINA 9284 JILL MARIE LN	05/23/22 05/23/22	READ METER
SI-000062 COMPLETED	MI10-006104-0000-07	AYALA, GREGORIO L 6104 MILLER RD	05/02/22 05/02/22	SIGNS
WOFF22-2457 COMPLETED	GR20-007488-0000-03	SOBOTA, DANIEL 7488 GROVE ST	05/02/22 05/02/22	WATER TURN OFF
TRDN22-0100 COMPLETED	GR10-005388-0000-02	ROBINSON, RANDALL II 5388 GREENLEAF DR	05/02/22 05/16/22	TREE-TAKE DOWN
STRT22-0131 COMPLETED	CH20-009351-0000-03	LANE, ROBERT 9351 CHESTERFIELD DR	05/02/22 05/09/22	STREET REPAIR
FNRD22-2052 COMPLETED	DU10-005396-0000-01	MOLZER, LISA 5396 DURWOOD DR	05/03/22 05/03/22	FINAL READ
BXRP22-0196 CANCELLED	NO10-009111-0000-01	TANNER, JACK 9111 NORBURY DR	05/03/22 05/03/22	CURB BOX REPAIR
GWO22-0649 COMPLETED	HE10-005130-0000-01	JOHNS, BRUCE 5130 HELMSLEY DR	05/04/22 05/04/22	GENERIC WORK ORDE
FNRD22-2053 COMPLETED	WO10-005285-0000-03	BANACKI, PHILLIP 5285 WORCHESTER DR	05/05/22 05/05/22	FINAL READ
FNRD22-2054 COMPLETED	MI10-008298-0000-01	WALCH, DALE 8298 MILLER RD	05/06/22 05/06/22	FINAL READ
FNRD22-2055 COMPLETED	DU10-005347-0000-02	BRYANT, SUSAN 5347 DURWOOD DR	05/09/22 05/16/22	FINAL READ
FNRD22-2056 COMPLETED	WI10-005185-0000-14	JMZ PROPERTIES 5185 WINSHALL DR	05/09/22 05/09/22	FINAL READ
STRT22-0132	SE20-005371-0000-04	MACAULEY, ALGER & TINA 5371 SEYMOUR RD	05/09/22 05/09/22	STREET REPAIR
GWO22-0650	СН10-009088-0000-01	FLICK, THEODORE 9088 CHELMSFORD DR	05/10/22	GENERIC WORK ORDE
GWO22-0651	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	05/10/22	GENERIC WORK ORDE
WREP22-0075 COMPLETED	CH20-009111-0000-01	JEWELL, MICHAEL P 9111 CHESTERFIELD DR	05/11/22 05/11/22	WATER REPAIRS
SETM22-0104 COMPLETED	RU10-007179-0000-01	WOODDSIDE BUILDERS, INC 7179 RUSSELL DR	05/12/22 05/17/22	SET METER
FNRD22-2057 COMPLETE <b>Gity Council I</b>	DO10-005374-0000-03 Packet	BUTLER, SEAN 5374 DO <mark>M<sup>1</sup></mark> SHENK DR	05/11/22 05/11/22	FINAL READ June 13, 2022

Work Order # Work Order Sta	Location ID	Customer Name Service Address	Date Recd Date Comp	<u> </u>
DAPU22-0043	MI10-007151-0000-05	KONKLE, KEEGAN 7151 MILLER RD	05/13/22	DEAD ANIMAL PICK
READ22-0920 COMPLETED	DU10-005396-0000-01	MOLZER, LISA 5396 DURWOOD DR	05/16/22 05/17/22	READ METER
FNRD22-2058 COMPLETED	WA10-007455-0000-14	CARE, GREGORY 7455 WADE ST	05/16/22 05/16/22	FINAL READ
FNRD22-2059 COMPLETED	HI10-009223-0000-05	KELLY, KAYLA 9223 HILL RD	05/16/22 05/16/22	FINAL READ
READ22-0921 COMPLETED	CH20-009111-0000-01	JEWELL, MICHAEL P 9111 CHESTERFIELD DR	05/17/22 05/17/22	READ METER
READ22-0922	MI10-008138-0000-01	SHARP FUNERAL HOME 8138 MILLER RD	05/17/22	READ METER
FNRD22-2061 COMPLETED	YO10-009182-0000-01	WILLIAMS, GARRY 9182 YOUNG DR	05/17/22 05/17/22	FINAL READ
WOFF22-2458 COMPLETED	MI10-007493-0000-06	PARROTT, JEFF 7493 MILLER RD	05/18/22 05/25/22	WATER TURN OFF
WTON22-1417 COMPLETED	MI10-007493-0000-06	PARROTT, JEFF 7493 MILLER RD	05/18/22 05/18/22	WATER TURN ON
WOFF22-2459 COMPLETED	MO10-005138-0000-06	BROWN, MICHELLE 5138 MORRISH RD	05/18/22 05/18/22	WATER TURN OFF
WOFF22-2460 COMPLETED	MI10-007417-0000-02	VAN SLYKE-SMITH, KIMBERLY 7417 MILLER RD	05/18/22 05/18/22	WATER TURN OFF
WOFF22-2461 COMPLETED	MI10-008295-0000-07	HAWRYLO, LUKE 8295 MILLER RD	05/18/22 05/18/22	WATER TURN OFF
FNRD22-2060 COMPLETED	GR10-005395-0000-04	HAMMERSLEY, DUSTIN 5395 GREENLEAF DR	05/18/22 05/18/22	FINAL READ
WOFF22-2462 COMPLETED	MO10-004379-0000-03	THOMAS, MARY 4379 MORRISH RD	05/18/22 05/18/22	WATER TURN OFF
WOFF22-2463 COMPLETED	CA10-008390-0000-03	WHITE, ASHLEY 8390 CAPPY LN	05/18/22 05/18/22	WATER TURN OFF
WTON22-1418	CA10-008390-0000-03	WHITE, ASHLEY 8390 CAPPY LN	05/18/22	WATER TURN ON
WOFF22-2464 COMPLETED	OA10-005153-0000-03	POWELL, SARAH 5153 OAKVIEW DR	05/18/22 05/18/22	WATER TURN OFF
WOFF22-2465 COMPLETED	GR10-005238-0000-01	HUNT, KELLY 5238 GREENLEAF DR	05/18/22 05/18/22	WATER TURN OFF
WOFF22-2466 COMPLETED	JI10-009292-0000-12	READER, MAGEN 9292 JILL MARIE LN	05/18/22 05/18/22	WATER TURN OFF
SETM22-0105 COMPLETED	LI10-004248-0000-01	WOODSIDE BUILDERS INC 4248 LINDSEY DR	05/19/22 05/20/22	SET METER
WTON22-1419 COMPLETED	GR10-005238-0000-01	HUNT, KELLY 5238 GREENLEAF DR	05/18/22 05/18/22	WATER TURN ON
WTON22-1420 Counc	cil Packet	THOMAS, 72 MARY	05/18/22	WATER 2022 ON

Work Order # Work Order Sta	Location ID tus	Customer Name Service Address	Date Recd Date Comp	Туре
COMPLETED		4379 MORRISH RD	05/18/22	
WOFF22-2467 COMPLETED	MA20-008041-0000-05	ADOLPH, MATTHEW 8041 MAPLE ST	05/18/22 05/18/22	WATER TURN OFF
WOFF22-2468 COMPLETED	MI10-006033-0000-14	GRIWATSCH, MINDY 6033 MILLER RD	05/18/22 05/18/22	WATER TURN OFF
WTON22-1421	BI10-005176-0000-02	KERR, ANDREA 5176 BIRCHCREST DR	05/18/22	WATER TURN ON
WTON22-1422 COMPLETED	MA20-008041-0000-05	ADOLPH, MATTHEW 8041 MAPLE ST	05/18/22 05/18/22	WATER TURN ON
WTON22-1423 COMPLETED	MO10-005138-0000-06	BROWN, MICHELLE 5138 MORRISH RD	05/18/22 05/18/22	WATER TURN ON
WOFF22-2469 COMPLETED	SC20-005079-0000-08	OTT, JACOB 5079 SCHOOL ST	05/18/22 05/18/22	WATER TURN OFF
WOFF22-2470 COMPLETED	BR20-007055-0000-04	EDAN DECKER 7055 BRISTOL RD	05/18/22 05/18/22	WATER TURN OFF
WTON22-1424 COMPLETED	BR20-007055-0000-04	EDAN DECKER 7055 BRISTOL RD	05/18/22 05/18/22	WATER TURN ON
WOFF22-2471 COMPLETED	BI20-004187-0000-02	HARRIS, NINA 4187 BIRCH LN	05/18/22 05/18/22	WATER TURN OFF
WTON22-1425 COMPLETED	BI20-004187-0000-02	HARRIS, NINA 4187 BIRCH LN	05/18/22 05/18/22	WATER TURN ON
WTON22-1426 COMPLETED	OA10-005153-0000-03	POWELL, SARAH 5153 OAKVIEW DR	05/18/22 05/18/22	WATER TURN ON
WTON22-1427 COMPLETED	MI10-007417-0000-02	VAN SLYKE-SMITH, KIMBERLY 7417 MILLER RD	05/19/22 05/19/22	WATER TURN ON
WOFF22-2472 COMPLETED	CA10-008353-0000-03	SCHOTTEN, RHONDA 8353 CAPPY LN	05/18/22 05/18/22	WATER TURN OFF
WTON22-1428 COMPLETED	CA10-008353-0000-03	SCHOTTEN, RHONDA 8353 CAPPY LN	05/19/22 05/19/22	WATER TURN ON
NOFF22-2473 COMPLETED	AB10-007074-0000-01	GERALD, R L 7074 ABBEY LN	05/18/22 05/18/22	WATER TURN OFF
NOFF22-2474 COMPLETED	BR20-007317-0000-02	NOURI, LABEED 7317 BRISTOL RD	05/18/22 05/18/22	WATER TURN OFF
NOFF22-2475 COMPLETED	DO10-005398-0000-10	HODGE, MELISSA 5398 DON SHENK DR	05/18/22 05/18/22	WATER TURN OFF
NTON22-1429 COMPLETED	DO10-005398-0000-10	HODGE, MELISSA 5398 DON SHENK DR	05/19/22 05/19/22	WATER TURN ON
NTON22-1430 COMPLETED	MI10-006033-0000-14	GRIWATSCH, MINDY 6033 MILLER RD	05/19/22 05/19/22	WATER TURN ON
NTON22-1431 COMPLETED	MI10-008295-0000-07	HAWRYLO, LUKE 8295 MILLER RD	05/19/22 05/19/22	WATER TURN ON
WOFF22-2476 COMPLETED City Counc	D010-005209-0000-05	HALL, STEVEN 5209 DO <mark>N</mark> 3 SHENK DR	05/18/22 05/18/22	WATER TURN OFF June 13, 2022

Work Order # Work Order Sta	Location ID tus	Customer Name Service Address	Date Recd Date Comp	<u> </u>
WOFF22-2477 COMPLETED	D010-005404-0000-01	MC BRIDE, CHARLENE 5404 DON SHENK DR	05/18/22 05/18/22	WATER TURN OFF
WOFF22-2478 COMPLETED	CH10-009135-0000-03	PIKE, TRAVIS 9135 CHELMSFORD DR	05/18/22 05/18/22	WATER TURN OFF
WTON22-1432 COMPLETED	CH10-009135-0000-03	PIKE, TRAVIS 9135 CHELMSFORD DR	05/18/22 05/18/22	WATER TURN ON
WOFF22-2479 COMPLETED	D010-005363-0000-04	METCALFE, WILLIAM 5363 DON SHENK DR	05/19/22 05/26/22	WATER TURN OFF
WOFF22-2480 COMPLETED	MI10-008475-0000-07	POLLARD, HOPE B 8475 MILLER RD	05/19/22 05/19/22	WATER TURN OFF
WTON22-1433 COMPLETED	MI10-008475-0000-07	POLLARD, HOPE B 8475 MILLER RD	05/19/22 05/19/22	WATER TURN ON
WOFF22-2481 COMPLETED	SE20-005305-0000-02	HINMAN, LISA 5305 SEYMOUR RD	05/19/22 05/19/22	WATER TURN OFF
BXRP22-0197	MI10-007316-0000-01	HILL, DANIEL 7316 MILLER RD	05/19/22	CURB BOX REPAIR
WTON22-1434 COMPLETED	DO10-005363-0000-04	METCALFE, WILLIAM 5363 DON SHENK DR	05/19/22 05/20/22	WATER TURN ON
WTON22-1436 COMPLETED	D010-005209-0000-05	HALL, STEVEN 5209 DON SHENK DR	05/20/22 05/20/22	WATER TURN ON
WTON22-1437 COMPLETED	SE20-005305-0000-02	HINMAN, LISA 5305 SEYMOUR RD	05/20/22 05/20/22	WATER TURN ON
WOFF22-2482 COMPLETED	WA10-007468-0000-03	SMYTH, ANDREW 7468 WADE ST	05/18/22 05/18/22	WATER TURN OFF
WTON22-1438 COMPLETED	SC20-005079-0000-08	OTT, JACOB 5079 SCHOOL ST	05/20/22 05/20/22	WATER TURN ON
WTON22-1439 COMPLETED	JI10-009292-0000-12	READER, MAGEN 9292 JILL MARIE LN	05/20/22 05/20/22	WATER TURN ON
WOFF22-2483 COMPLETED	HA10-005019-0000-03	COY, TERRY 5019 hayes st	05/12/22 05/19/22	WATER TURN OFF
WTON22-1440 COMPLETED	HA10-005019-0000-03	COY, TERRY 5019 HAYES ST	05/20/22 05/20/22	WATER TURN ON
WTON22-1441	BR20-007317-0000-02	NOURI, LABEED 7317 BRISTOL RD	05/23/22	WATER TURN ON
WOFF22-2484 CANCELLED	DU10-005332-0000-01	LEFF, ROBERT 5332 DURWOOD DR	05/23/22 05/23/22	WATER TURN OFF
WOFF22-2485 CANCELLED	D010-005417-0000-02	METCALFE, WILLIAM 5417 DON SHENK DR	05/23/22 06/01/22	WATER TURN OFF
WOFF22-2486 COMPLETED	CH40-004264-0000-01	NOWAK, DANIEL 4264 CHAPEL LN	05/23/22 05/23/22	WATER TURN OFF
WOFF22-2487 COMPLETED	CE10-009293-0000-07	WALKER, SARA & CRAVEN, 9293 CEDAR CREEK CT	CURTI:05/23/22 05/23/22	WATER TURN OFF
BXRP22-0	il Packet	LEFF, ROBERT	05/23/22	CURB, BOX REPAIR

Work Order # Work Order Statu	Location ID	Customer Name Service Address	Date Recd Date Comp	Туре
		5332 DURWOOD DR		
WPRESS22-000038 COMPLETED	LI10-004252-0000-02	GAGNON, IRENEE 4252 LINDSEY DR	05/25/22 05/25/22	WATER PRESSURE
WPRESS22-000039	LI10-004282-0000-02	JONES, CHERYL 4282 LINDSEY DR	05/24/22	WATER PRESSURE
READ22-0923 COMPLETED	EL20-007510-0000-06	SCAVARDA, ANTHONY 7510 ELIZABETH CT	05/24/22 05/24/22	READ METER
FLAG22-0231 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	05/25/22 05/25/22	LOWER/RAISE FLAG
WTON22-1442 COMPLETED	CE10-009293-0000-07	WALKER, SARA & CRAVEN, 9293 CEDAR CREEK CT	CURTI:05/25/22 05/25/22	WATER TURN ON
SWBK22-0091 COMPLETED	MI10-008002-0000-03	LASER'S FLOWER SHOP 8002 MILLER RD	05/25/22 05/25/22	SEWER BACKUP
FNRD22-2062 COMPLETED	RU10-007193-0000-01	WOODSIDE BUILDERS 7193 RUSSELL DR	05/26/22 05/31/22	FINAL READ
FLAG22-0232 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	05/31/22 05/31/22	LOWER/RAISE FLAG
WTON22-1443 COMPLETED	AB10-007074-0000-01	GERALD, R L 7074 ABBEY LN	05/31/22 05/31/22	WATER TURN ON
FNRD22-2063 COMPLETED	M010-005232-0000-01	WOODSIDE BUILDERS 5232 MORRISH RD	05/31/22 05/31/22	FINAL READ
SETM22-0106 COMPLETED	M010-004446-0000-01	RBF CONSTRUCTION INC 4446 MORRISH RD	05/31/22 05/31/22	SET METER
SETM22-0107 COMPLETED	MO10-004448-0000-01	RBF CONSTRUCTION INC 4448 MORRISH RD	05/31/22 05/31/22	SET METER
SETM22-0108 COMPLETED	M010-004450-0000-01	RBF CONSTRUCTION INC 4450 MORRISH RD	05/31/22 05/31/22	SET METER

Total Records: 98

Report Generated: 6/1/2022 2:11 PM Report Options: Scheduled From: 5/1/2022 To: 5/31/2022

# City of Swartz Creek Building Permit List

2022

Permit No.										
rerinit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/P	ermit Fee	Loc	ation	Type of Construct	ion
Building										
PB2200016	05/03/22	Dry Basements Plus	(248) 482 2488	58-31-200-009	\$11,795	\$170.00	6230 MIL	LER RD	48473-Res Add/Alter/Rep	air
PB2200023	05/02/22	The Window Professor	(989) 721 7315	58-36-676-028	\$3,150	\$155.00	7252 MAF	PLECREST (	CIR48473-Res Deck	
PB2200024	05/11/22	Lockhart Roofing Co.	(810) 235 9866	58-02-529-015	\$0	\$100.00	5018 HAY	YES ST	48473-Roofing	
PB2200025	05/10/22	LAMBARIA REAL ESTATE	E F 8107309790	58-02-527-002	\$14,000	\$227.00	8129 MIL	LER RD	48473-Roofing	
PB2200026	05/09/22	Goods Roofing, Inc	(810) 653 7663	58-35-776-064	\$12,000	\$100.00	64 ASHLE	EY CIR	48473-Roofing	
PB2200027	05/10/22	COOLICH REV TRUST		58-36-676-047	\$1,512	\$135.00	7195 LINI	OSEY DR	48473 Res Deck	
PB2200028	05/23/22	PARSONS, JACQUELINE	8106206555	58-03-531-148	\$0	\$100.00	9228 YOU	JNG DR	48473-Roofing	
PB2200029	05/24/22	THOMAS, PAUL		58-31-526-004	\$4,704	\$165.00	6166 MIL	LER RD	48473-Res Deck	
	Total:	8 Permits	Value: \$47,.	161	Fee Total:	\$1,	152.00	Total Nu	mber of Dwelling Units	0
Electrical	l									
	l 05/17/22	LJ Inc.	(810) 644 7769	58-02-100-006	\$0	\$156.00	1 DRAGO	N DRIVE	48473 Electrical	
PE2200007		LJ Inc. Creative Electrical Solutions	(810) 644 7769 (810) 659 7884	58-02-100-006 58-36-651-197	\$0 \$0				48473 Electrical D <b>R</b> 8473-Electrical	
PE2200007 PE2200008	05/17/22					\$144.00		INGBROOK		
PE2200007 PE2200008 PE2200009	05/17/22 05/31/22	Creative Electrical Solutions	(810) 659 7884 (313) 359 9500	58-36-651-197	\$0	\$144.00 \$134.00	4279 SPR	INGBROOK 7 A LN	D <b>R</b> 8473-Electrical	
PE2200007 PE2200008 PE2200009 PE2200011	05/17/22 05/31/22 05/16/22	Creative Electrical Solutions Westborn Electric	(810) 659 7884 (313) 359 9500	58-36-651-197 58-36-676-023	\$0 \$0	\$144.00 \$134.00 \$142.00	4279 SPRI 4301 MAY	INGBROOK 7 A LN GUSTA ST	D <b>R</b> 8473-Electrical 48473-Electrical	0
PE2200007 PE2200008 PE2200009 PE2200011	05/17/22 05/31/22 05/16/22 05/31/22	Creative Electrical Solutions Westborn Electric Randazzo Mechanical Htg & G	(810) 659 7884 (313) 359 9500 Cl (586) 336 1111	58-36-651-197 58-36-676-023	\$0 \$0 \$0	\$144.00 \$134.00 \$142.00	4279 SPRI 4301 MAY 6371 AUC	INGBROOK 7 A LN GUSTA ST	D <b>R</b> 8473-Electrical 48473-Electrical 48473-Electrical	0
PE2200007 PE2200008 PE2200009 PE2200011	05/17/22 05/31/22 05/16/22 05/31/22	Creative Electrical Solutions Westborn Electric Randazzo Mechanical Htg & G	(810) 659 7884 (313) 359 9500 Cl (586) 336 1111	58-36-651-197 58-36-676-023	\$0 \$0 \$0	\$144.00 \$134.00 \$142.00	4279 SPRJ 4301 MAY 6371 AUC 576.00	INGBROOK YA LN GUSTA ST Total Nu	D <b>R</b> 8473-Electrical 48473-Electrical 48473-Electrical	0
PE2200007 PE2200008 PE2200009 PE2200011	05/17/22 05/31/22 05/16/22 05/31/22	Creative Electrical Solutions Westborn Electric Randazzo Mechanical Htg & G	(810) 659 7884 (313) 359 9500 Cl (586) 336 1111	58-36-651-197 58-36-676-023	\$0 \$0 \$0	\$144.00 \$134.00 \$142.00	4279 SPRI 4301 MAY 6371 AUC	INGBROOK YA LN GUSTA ST Total Nu	D <b>R</b> 8473-Electrical 48473-Electrical 48473-Electrical	0
PE2200007 PE2200008 PE2200009 PE2200011	05/17/22 05/31/22 05/16/22 05/31/22 <b>Total:</b>	Creative Electrical Solutions Westborn Electric Randazzo Mechanical Htg & <i>4 Permits</i>	(810) 659 7884 (313) 359 9500 Cl (586) 336 1111 <b>Value: \$0</b> (810) 694 4861	58-36-651-197 58-36-676-023 58-30-651-004	\$0 \$0 \$0 <i>Fee Total:</i>	\$144.00 \$134.00 \$142.00 <b>\$</b> \$200.00	4279 SPRJ 4301 MAY 6371 AUC <b>576.00</b> 4197 LOC	INGBROOK YA LN GUSTA ST Total Nu	D <b>R</b> 8473-Electrical 48473-Electrical 48473-Electrical mber of Dwelling Units	0

# City of Swartz Creek Building Permit List

2022

				202	2			
Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/P	ermit Fee Loca	tion Type of Constru	ction
PM220015	05/16/22	Osburn Services, Inc	(248) 563 6899	58-36-676-023	\$0	\$160.00 4301 MAY.	A LN 48473-Mechanical	
PM220017	05/31/22	Randazzo Mechanical Htg	& Cl (586) 336 1111	58-30-651-004	\$0	\$195.00 6371 AUGU	USTA ST 48473-Mechanical	
	Total:	5 Permits	Value: \$0		Fee Total:	\$875.00	Total Number of Dwelling Units	0
Plumbing	5							
PP220007	05/03/22	Shelby Mechanical LLC	(586) 726 9444	58-31-200-009	\$0	\$140.00 6230 MILL	ER RD 48473-Plumbing	
	Total:	1 Permits	Value: \$0		Fee Total:	\$140.00	Total Number of Dwelling Units	0
Right of Y PROW-0228	•	MOULTON, ERNEST D &	& BR Value: \$0	58-03-531-057	\$0 Fee Total:	\$100.00 5321 VALL <b>\$100.00</b>	LEYVIEW DR48473-Right of way Total Number of Dwelling Units	0
<b>Zoning</b> PZ22-0012	05/04/22	Chad Parenteau	(810) 814 0671	58-01-502-013	\$0	\$25.00 7543 MILL		
	Total:	1 Permits	Value: \$0	0001002010	Fee Total:	\$25.00		
	10141:	1 Permus	Value: 30		ree Iolai:	\$23.00	Total Number of Dwelling Units	0
Permi	it Total	: 20 Valu	e: \$47,161	Fe	ee Total:	\$2,868.00		
	Council Packet		,	77		<i>~_</i> ,000.00	June 13, 2022	

06/01/22		City of Swartz Creek							
				Building	g Permit List				
				20	)22				
Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction		
Permit.Date AM AND 5/		tween 5/1/2022 12:00:00 1:59:59 PM							

# Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
6005 MILLER RD	58-32-100-001	Final	05/02/2022	05/02/2022	Approved
8210 MILLER RD	58-35-400-011	Status	05/03/2022	05/03/2022	Complied
7224 PARK RIDGE PKWY	58-36-530-015	Status	05/03/2022	05/03/2022	Partially Complie
5300 OAKVIEW DR	58-03-200-006	Final	05/03/2022	05/03/2022	Approved
4279 ALEX MARIN DR	58-36-676-098	Backfill	05/03/2022	05/03/2022	Approved
7252 MAPLECREST CIR	58-36-676-028	Post Hole	05/03/2022	05/03/2022	Approved
7488 GROVE ST	58-01-100-016	Initial	05/04/2022	05/05/2022	Complied
6230 MILLER RD	58-31-200-009	Final	05/04/2022	05/04/2022	Approved
9288 CHESTERFIELD DR	58-03-531-015	Ordinance	05/05/2022	05/05/2022	Complied
6230 MILLER RD	58-31-200-009	Final	05/05/2022	05/05/2022	Approved
5026 FORD ST	58-02-528-010	Final	05/05/2022	05/05/2022	Approved
135 ASHLEY CIR	58-35-776-135	Final	05/05/2022	05/05/2022	Approved
135 ASHLEY CIR	58-35-776-135	Final	05/05/2022	05/05/2022	Approved
7179 RUSSELL DR	58-36-676-083	Final	05/10/2022	05/10/2022	Approved
7193 RUSSELL DR	58-36-676-085	Final	05/10/2022	05/10/2022	Approved
4248 LINDSEY DR	58-36-676-074	Final	05/10/2022	05/10/2022	Approved
4354 ELMS RD	58-36-577-012	Status	05/12/2022		
5044 SECOND ST	58-01-502-035	Ordinance	05/12/2022	05/12/2022	Violation(s)
5026 HOLLAND DR 1	58-02-529-007	Status	05/12/2022	05/12/2022	Complied
5015 HOLLAND DR	58-01-100-035	Ordinance	05/12/2022	05/12/2022	Violation(s)
7193 RUSSELL DR	58-36-676-085	Final	05/12/2022	05/12/2022	Approved
7193 RUSSELL DR	58-36-676-085	Final	05/12/2022	05/12/2022	Approved
64 ASHLEY CIR	58-35-776-064	Final	05/12/2022	05/12/2022	Approved
7224 PARK RIDGE PKWY	58-36-530-015	Status	05/17/2022	05/17/2022	Partially Complie
8095 MAPLE ST	58-02-530-033	Ordinance	05/17/2022	05/17/2022	Violation(s)
5020 FORD ST	58-02-528-009	Ordinance	05/17/2022	05/17/2022	Violation(s)
5044 SECOND ST	58-01-502-035	Status	05/17/2022	05/17/2022	Complied
7195 LINDSEY DR	58-36-676-047	Post Hole	05/17/2022	05/17/2022	Approved
8230 CRAPO ST	58-02-200-036	Above Ceiling	05/17/2022	05/17/2022	Approved
8048 MILLER RD 1	58-35-576-039	Final Zoning	05/18/2022	05/18/2022	Approved
5006 FORD ST	58-02-528-011	Ordinance	05/18/2022		
8298 MILLER RD	58-35-300-019	Ordinance	05/18/2022		
9033 CHELMSFORD DR	58-03-528-014	Initial	05/18/2022	05/19/2022	Violation(s)
5259 DURWOOD DR	58-03-533-170	Initial	05/18/2022	05/19/2022	Violation(s)
5095 MC LAIN ST	58-02-526-037	Initial	05/18/2022	05/19/2022	Violation(s)
8051 INGALL Souncil Packet	58-02-200-011	Inițial	05/18/2022	05/19/2022 13,	2022 olation(s)

# Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
7193 RUSSELL DR	58-36-676-085	Final	05/18/2022	05/18/2022	Approved
6509 BRISTOL RD	58-31-501-007	Status	05/19/2022		
8024 MILLER RD	58-35-576-043	Status	05/19/2022		
4315 ELMS RD	58-31-551-005	Status	05/19/2022		
8060 MILLER RD	58-35-576-029	Status	05/19/2022		
7030 MILLER RD	58-36-576-015	Status	05/19/2022	05/19/2022	Partially Complie
9091 MILLER RD	58-03-200-002	Status	05/19/2022	05/19/2022	Partially Complie
4220 ELMS RD	58-36-200-016	Status	05/19/2022	05/19/2022	Complied
4306 MORRISH RD	58-35-576-016	Ordinance	05/19/2022		
MORRISH RD	58-35-576-017	Ordinance	05/19/2022		
4062 MORRISH RD	58-35-200-005	Ordinance	05/19/2022		
3398 DYE RD	58-29-551-025	Ordinance	05/19/2022		
9027 MILLER RD	58-03-530-002	Ordinance	05/19/2022		
5242 SEYMOUR RD	58-03-531-067	Ordinance	05/19/2022		
WADE ST	58-01-502-082	Ordinance	05/19/2022		
4289 ALEX MARIN DR	58-36-676-099	Masonary	05/19/2022	05/19/2022	Approved
8603 MILLER RD	58-02-100-009	Ordinance	05/23/2022		
5020 FORD ST	58-02-528-009	Status	05/24/2022	05/24/2022	Partially Complie
8095 MAPLE ST	58-02-530-033	Status	05/24/2022	05/24/2022	Complied
4036 ELMS RD	58-36-526-068	Ordinance	05/24/2022	05/24/2022	No Violation
5365 WORCHESTER DR	58-03-578-015	Ordinance	05/24/2022		
5217 OAKVIEW DR	58-02-501-109	Site Inspection	05/24/2022	05/24/2022	Complied
7561 MILLER RD	58-01-502-027	Letter	05/25/2022	05/25/2022	Violation(s)
5200 MORRISH RD	58-02-200-032	Follow Up Letter	05/25/2022	05/25/2022	Approved
6166 MILLER RD	58-31-526-004	Post Hole	05/25/2022	05/25/2022	Approved
1 DRAGON DRIVE	58-02-100-006	Rough-Gymnasium	05/26/2022	05/26/2022	Approved
6460 BRISTOL RD	58-30-300-002	Ordinance	05/27/2022		
4062 MORRISH RD	58-35-200-005	Status	05/31/2022		
8033 INGALLS ST	58-02-529-023	Status	05/31/2022		
7224 PARK RIDGE PKWY	58-36-530-015	Status	05/31/2022		
5044 MORRISH RD	58-02-529-010	Ordinance	05/31/2022		
7165 BRISTOL RD	58-36-200-022	Ordinance	05/31/2022	05/31/2022	Violation(s)
9064 CHELMSFORD DR	58-03-528-019	Final Zoning	05/31/2022	05/31/2022	Approved
9228 YOUNG DR	58-03-531-148	Open roof	05/31/2022	05/31/2022	Approved
4418 SPRINGBROOK DR	58-36-651-102	Final	05/31/2022	05/31/2022	Approved
5361 GREENLEAF DB City Council Packet	58-03-533-103	Final	05/31/2022	05/31/2022 13,	2022 proved

# Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result

Inspections: 72

Population: All Records

Inspection.DateTimeScheduled Between 5/1/2022 12:00:00 AM AND 5/31/2022 11:59:59 PM

# **Certificates With Inspections**

Certificate Number	Address	Date Applied	Since	Issued	Last Inspection	Expires	Status
CR160078	4354 ELMS RD	11/17/2016	11/17/2016	05/16/2022		05/16/2024	Suspended
Initial	ANichols	Matt Hart	Scheduled				
CR220012	7488 GROVE ST	05/03/2022	05/03/2022	05/03/2022	05/05/2022	05/03/2025	Certified
Initial	JKEY	Corey Jarbeau	Completed	Compli	ed		

Population: All Records

Certificate.DateIssued Between 5/1/2022 12:00:00 AM AND 5/31/2022 11:59:59 PM

Record Count: 2

# Enforcements By Category

06/01/22

# ZONING

Enforcement Number	Address	Status	Filed	Closed
E22-073	9288 CHESTERFIELD DR	Closed	05/04/22	05/05/22
			Total Entri	les: 1
ANIMALS				
Enforcement Number	Address	Status	Filed	Closed
E22-092	5217 OAKVIEW DR	Closed	05/24/22	05/24/22
			Total Entri	les: 1
BLIGHT				
Enforcement Number	Address	Status	Filed	Closed
E22-074	5044 SECOND ST	Closed	05/11/22	05/17/22
E22-075	5015 HOLLAND DR	Violation	05/11/22	
E22-076	8095 MAPLE ST	Closed	05/12/22	05/24/22
E22-077	5020 FORD ST	Violation	05/16/22	
E22-081	4036 ELMS RD	Inspection Pending	05/19/22	
E22-093	5044 MORRISH RD	Inspection Pending	05/24/22	
			Total Entri	les: 6
SP NON-COMPLI	IANCE			
Enforcement Number	Address	Status	Filed	Closed
E22-096	7561 MILLER RD	Violation	05/25/22	
			Total Entri	les: 1
UNLICENSED VI	EHICLES			
Enforcement Number	Address	Status	Filed	Closed
${ m E22-095}$ City Council Packet	7165 BRISTOL RD	Violation 83	05/24/22	

# Enforcements By Category

06/01/22

# Total Entries: 1

WEED COMPLAI	NT			
Enforcement Number	Address	Status	Filed	Closed
E22-078	5006 FORD ST	Inspection Pending	05/18/22	
E22-079	8298 MILLER RD	Inspection Pending	05/18/22	
E22-080	7512 GROVE ST	Inspection Pending	05/16/22	
E22-082	4306 MORRISH RD	Inspection Pending	05/19/22	
E22-084	MORRISH RD	Inspection Pending	05/19/22	
E22-085	4062 MORRISH RD	Inspection Pending	05/19/22	
E22-086	3398 DYE RD	Inspection Pending	05/19/22	
E22-087	9027 MILLER RD	Inspection Pending	05/19/22	
E22-088	5242 SEYMOUR RD	Inspection Pending	05/19/22	
E22-089	WADE ST	Inspection Pending	05/19/22	
E22-090	8603 MILLER RD	Inspection Pending	05/23/22	
E22-091	5365 WORCHESTER DR	Inspection Pending	05/24/22	
E22-097	6460 BRISTOL RD	Inspection Pending	05/27/22	
			Total Entri	es: 13

# Total Records: 23

Population: All Records

Enforcement.DateFiled Between 5/1/2022 12:00:00 AM AND 5/31/2022 11:59:5

# Metro Police Authority Offense Summary For Mundy Twp

# Occurred 5/1/2022 - 5/31/2022

Offense	Total Offenses
1178 - 11008 - CSC Fourth (4th) Degree - Forcible Contact	1
1211 - 12000 - Robbery - Banking Type Institution	1
1306 - 13002 - Aggravated/Felonious Assault - Non-Family - Strong Arm	1
1313 - 13001 - Assault and Battery/Simple Assault	7
1376 - 13003 - Intentional Threat to Commit Act of Violence Against Schools	1
1382 - 13003 - Stalking (Misdemeanor)	1
2203 - 22001 - Burglary - Forced Entry - Non-Residence	1
2304 - 23006 - Larceny - Parts and Accessories from Vehicle	3
2305 - 23005 - Larceny - Personal Property from Vehicle	2
2399 - 23007 - Larceny (Other)	2
2408 - 24001 - Possess Stolen Vehicle	1
2599 - 25000 - Counterfeiting (Other)	1
2602 - 26001 - Fraud - Swindle	1
2699 - 26001 - Fraud (Other)	3
2902 - 29000 - Damage to Property - Private Property	6
3078 - 30002 - Retail Fraud Theft 3rd Degree	1
3592 - 35001 - Crack - Possess	1
3806 - 38001 - Neglect Child	1
4171 - 41001 - Violation of Liquor Control Laws	1
4801 - 48000 - Resisting Officer	1
4877 - 48000 - Fleeing and Eluding (Felony)	1
4998 - 49000 - Fugitive	1
5006 - 50000 - Obstructing Justice	1
5015 - 50000 - Failure to Appear	2
5212 - 52001 - Concealed Weapons - Possession of Weapon	1
5275 - 52001 - Possession of Firearm in Commission of Crime	1
5299 - 52003 - Weapons Offense (Other)	1
5309 - 53002 - Harassing Communications	1
5311 - 53001 - Disorderly Conduct	2
5561 - 55000 - Animals at Large	1
8041 - 54002 - Operating Under the Influence of Intoxicating Liquor	1
8073 - 54003 - Traffic - Reckless Driving	1

# Metro Police Authority Offense Summary For Mundy Twp

# Occurred 5/1/2022 - 5/31/2022

Offense	Total Offenses
8271 - 54003 - Traffic - No Operators License	2
8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License	7
8277 - 54003 - Traffic - Registration Law Violations	1
8280 - 54003 - Traffic - No Proof of Insurance	1
8328 - 54003 - Motor Vehicle Violation	3
8920 - 89003 - Violation - Insurance - Fail to File PLPD Insurance	1
9910 - 93001 - Traffic, Non-Criminal - Accident	36
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	7
9913 - 93004 - Traffic, Non-Criminal - Parking Violations	5
9942 - 98006 - Inspections/Investigations - Family Trouble	1
9943 - 98007 - Inspections/Investigations - Suspicious Situations	3
9944 - 98008 - Inspections/Investigations - Lost and Found Prop	4
9945 - 98009 - Inspections/Investigations - Drug Overdose	1
9947 - 99002 - Miscellaneous - Natural Death	1
9953 - 99008 - Miscellaneous - General Assistance	5
9954 - 99009 - Miscellaneous - Non-Criminal	2
9956 - 99008 - Miscellaneous - Assist to Other Police Agency	2
Total	133

## PURCHASE AND SALE AGREEMENT

BY SIGNING THIS PURCHASE AND SALE AGREEMENT (Agreement), the City of Swartz Creek ("Seller"), and Roger Sharp, as agent for an entity to be formed, ("Buyer"), agree to sell and purchase the following real estate, commonly known as 8002 Miller Road, located in the City of Swartz Creek, Genesee County, Michigan, described as follows:

Lot 58, SUPERVISOR'S PLAT OF SWARTZ CREEK, according to the recorded plat thereof, as recorded in Plat Liber 17, Page 42, Genesee County Records.

Tax ID: 58-35-576-049

(the "Property"), together with all improvements and appurtenances now on the Property, with Buyer to pay \$141,000 ("the Purchase Price"), subject to the existing building and use restrictions, easements of record, and zoning ordinances, if any, on the following conditions:

# CASH SALE

Seller shall convey title to the Property to Buyer by delivery of a warranty deed conveying marketable title ("Deed") on tender of the Purchase Price. Payment of the Purchase Price is to be made in cash, title company check, or bank cashier's check.

# EVIDENCE OF TITLE

As evidence of title, Seller, at Seller's expense, agrees to furnish Buyer within ten (10) days of the Effective Date (as defined below), a commitment for title insurance issued by Sargents Title Company (the Title Company) in an amount not less than the Purchase Price and bearing a date later than the acceptance date of this Agreement, with the owner's policy to be issued pursuant to the commitment insuring marketable title (as defined below) to the Property in Buyer.

Seller shall execute an owner's affidavit and such other documents as the title insurance company or its agent typically requires for the issuance of a policy without standard exceptions, provided, however, that Buyer shall pay for the cost of any survey required for the deletion of the standard exceptions. For purposes of this Agreement, marketable title shall mean fee simple title free and clear of any and all liens and encumbrances whatsoever, excepting only recorded and enforceable building and use restrictions, public utility easements of record, and zoning ordinances, which shall not constitute title defects or render the title to the Property unmarketable, provided, however, that Buyer, at Buyer's sole option, may elect to accept title in whatever condition it may be in, notwithstanding such condition would not meet the above definition of "marketable title" and, in such event, marketable title shall mean the condition of title which Buyer has elected to accept.

## RESTRICTIVE COVENANTS

Buyer agrees that the conveying Deed will contain the restriction that the Buyer will not sell, convey, or otherwise dispose of the property for a period of Three (3) years. Further, that the first floor of the Property shall be used for the purpose of a retail business for three (3) years. These restrictive covenants are intended to run with the land and shall commence from the Closing Date.

## TITLE OBJECTIONS

If objection to the title is made in the commitment for title insurance or based on a written opinion of Buyer's attorney that the title is not in the condition required for performance of this Agreement, Seller, at Seller's sole option, shall have thirty (30) days from the date Seller is notified in writing of the particular defects claimed, either (1) to fulfill the requirements in the commitment or to remedy the title defects set forth in Buyer's attorney's opinion or (2) to refund the deposit in full termination of this Agreement. If Seller is able to comply with such requirements or remedy such defects within the time specified, as evidenced by written notification, revised commitment, or endorsement to commitment, Buyer agrees to complete the sale within fourteen (14) days of receipt of a revised commitment or endorsement. If, after reasonable efforts, Seller is unable to furnish satisfactory title within the time specified, the deposit shall be immediately refunded in full termination of this Agreement, unless Buyer elects to proceed with the sale accepting such title as Seller is able to convey.

# EARNEST MONEY DEPOSIT

Seven (7) days from the Effective Date (as defined below) of this Agreement, Buyer shall make an earnest money deposit of \$10,000 which shall be held by the Title Company, and which shall be applied toward the Purchase Price at closing if the sale is consummated.

### TAXES AND PRORATED ITEMS

All taxes and assessments which have become a lien on the land as of the date of closing shall be paid by Seller, except that: (a) all current property taxes shall be prorated and adjusted between Seller and Buyer as of the date of closing on a due-date basis, without regard to lien date, as if paid prospectively (e.g., taxes due July 1 will be treated as if paid for the period July 1 through the following June 30, and taxes due December 1 shall be treated as if paid for the period December 1 through the following November 30); and (b) Buyer shall be responsible for the payment of all property taxes falling due after the date of closing without regard to lien date. Capital or lateral charges and special assessments which have become a lien on the Property shall be paid in full by Seller on or before closing. Capital or lateral charges and special assessments which have not become a lien on the Property shall be paid by Buyer either in full at closing, or, if applicable, in installments, and Seller shall pay all association dues during any post closing occupancy period to the date of delivery of possession to Buyer. Seller shall pay the cost of all utilities and service charges through and including the date of transfer of possession and occupancy to Buyer.

## CLOSING

Closing shall take place at the office of the Title Company within ten (10) days from the expiration of the Inspection Period and final approval of the City of Swartz Creek City Council. If the closing takes place anywhere other than at the office of the Title Company, Seller shall arrange for a Title Company representative with authority to update and mark up the commitment for title insurance as required under this Agreement to be present at the closing. If title can be conveyed in the condition required under this Agreement and all contingencies have been satisfied or waived, closing shall take place on a date and time as is mutually agreeable to the parties and as dictated by the ability and availability of Buyer's lender, if any, to close, provided, however, that closing shall occur not later than ten days June 20, 2022. Seller shall provide a complete package of every document to be executed by Buyer to Buyer's attorney within 48 hours of closing.

# PAYMENT OF FEES, CLOSING COSTS, ETC.

Buyer shall pay all closing fees and all costs associated with recording the required Deed. The parties agree that the Title Company shall prepare the required Deed and closing documents necessary to complete this transaction, that the Title Company shall conduct the closing, and that the cost of same, together with any settlement, document preparation, or disbursement fee, shall be borne by Seller. Seller shall pay the required transfer tax, the cost of an owner's commitment and policy of title insurance and recording fees relative to the discharge of Seller's mortgage, if any. At closing, the parties shall execute closing statements prepared by the Title Company and all income or other tax reporting documents as required by the Title Company.

At Closing a Real Estate Commission of 7% shall be paid by the Sellers to Lucia Properties.

# POSSESSION

Seller shall deliver possession of the Property to Buyer at closing subject to the tenant currently in possession of the Property, under the agreements disclosed in Exhibit B of this Agreement. Any enforcement or eviction proceedings to remove the tenant shall be the sole responsibility of the Buyer after the closing date.

## BUYER'S CONTINGENCIES

Buyer's obligations under this Agreement shall be contingent on the following:

At Buyer's sole option and expense, Buyer obtaining a survey (of any type, e.g., mortgage report, ALTA/ASCM survey with any Table A options Buyer desires) of the Property within thirty (20) days after the Effective Date (as defined below). If Buyer is not satisfied with the results of the survey for any reason related to title, marketability, or Buyer's use of the Property, or if, for any reason, the survey is insufficient to cause the survey exception to be deleted from the standard exceptions to the policy of title insurance, Buyer shall so notify Seller in writing within three (3) business days after the expiration of the thirty (20) day survey period. On receipt of written notice of same, Seller shall immediately refund to Buyer all sums deposited by Buyer and this Agreement shall be terminated and of no further force and effect. If no written objection is made by Buyer within the stated period, this survey contingency shall be deemed to be waived by Buyer and the parties shall proceed to closing in accordance with the terms of this Purchase Agreement and Buyer shall be deemed to have purchased the Property in an "AS IS" condition.

Buyer shall have a period of twenty (20) days from the Effective Date of this agreement to inspect and investigate all aspects of the Property ("Inspection Period").

Buyer agrees that this Agreement shall be made public for inspection at the Seller's Clerk's office for thirty (30) days in accordance with Section 13.3 of the Seller's Charter, and the City Council may veto the transaction if public feedback is negative, and return the full deposit to Buyer.

# SELLER'S REPRESENTATIONS

Seller represents and warrants to Buyer as follows:

To the best of Seller's knowledge, there is no pending litigation affecting all or any part of the Property, or Seller's interest in it. To the best of Seller's knowledge, there are no undisclosed or latent defects affecting the Property and its improvements other than as set forth and identified on Seller's Disclosure Statement.

To the best of Seller's knowledge, there are no unrecorded interests of any person(s) or entity(ies) in and to the Property whatsoever (including, but not limited to, easements, profits, and licenses).

To the best of Seller's knowledge, there are no easements, either above the surface, at grade, or subsurface, other than utility easements of record, which would affect or interfere with Buyer's use and enjoyment of the Property, as determined by Buyer.

To the best of Seller's knowledge, there are no underground storage tanks or hazardous or toxic substances existing on, under, or above the Property as defined in any federal, state, or local law, regulation, rule, statute, or directive, nor is there any asbestos or urea formaldehyde foam insulation installed in or on the Property.

The Property is occupied pursuant to a written lease and is not subject to any unrecorded agreements or covenants other than those reported in writing to Purchaser by Seller and those listed on Exhibit B attached hereto, and Seller shall not enter into any other lease or agreement prior to the Closing or other termination of this Agreement.

These representations and warranties shall survive the closing of this transaction and shall not be deemed merged into the Deed.

# LEGAL DESCRIPTION

Buyer and Seller acknowledge and agree that the legal description for the Property shall be that as set forth in the commitment for title insurance to be obtained by Seller, and furnished to Buyer under this Agreement, or the survey obtained by Buyer, if any. In the event of a conflict between the legal description in the commitment for title insurance and any survey obtained by Buyer, the legal description contained in the survey shall control.

### BUYER'S DEFAULT

In the event of material default by Buyer under this Agreement, Seller may, as Seller's sole option, declare a forfeiture of this Agreement and retain the deposit as liquidated damages.

### SELLER'S DEFAULT

In the event of material default by Seller under this Agreement, Buyer may, at Buyer's option, elect to enforce the terms of this Agreement, demand and be entitled to an immediate refund of Buyer's entire deposit in full termination of this Agreement, or pursue any other legal or equitable remedy available to Buyer.

### **BINDING AGREEMENT**

This Agreement shall bind and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties. This Agreement shall be governed by and interpreted in accordance with the provisions of the laws of the State of Michigan.

### TIME OF THE ESSENCE

Time is of the essence of this Agreement, except that Buyer may waive this provision for the purpose of curing title defects.

### NOTICES

All notices required under or pursuant to this Agreement shall be deemed sufficient and served only if written and delivered by one of the following methods:

- i. personally delivered; or
- ii. mailed by certified mail return receipt requested to the parties at the addresses listed below, with an additional copy mailed by ordinary mail (if so mailed, notice shall be deemed to be complete as of the next business day after mailing); or
- iii. sent by Federal Express or other similar delivery service keeping records of deliveries and attempted deliveries
   iv. The addresses are:
- IV. The addresses ar

If to Buyer:

Roger Sharp

with a copy to:

Law Offices Michael Jablonski PLLC attn.; Michael Jablonski. Esq. 1245 E Grand Blanc Rd Grand Blanc, MI 48439 810.584.7314

If to Seller:

Adam Zettel 8083 Civic Drive Swartz Creek, MI 48473

with a copy to:

Simen, Figura & Parker, P.L.C. attn.: Michael Gildner, Esq. 5206 Gateway Centre Flint, Michigan 48507 (810) 235-9010 (fax)

# EFFECTIVE DATE

The effective date of this Agreement, i.e., the date on which the timing provisions and contingencies of this Agreement begin (the Effective Date), shall be the date on which the last person to sign this document shall have signed the document. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and which shall constitute one and the same instrument.

# ENTIRE AGREEMENT/WRITTEN AGREEMENTS ONLY

This Agreement contains the entire agreement between Seller and Buyer. There are no agreements, representations, statements, or understandings which have been relied on by Seller or Buyer which are not stated in this Agreement. IT IS THE PARTIES' INTENT IN THEIR DEALINGS THAT IF IT IS NOT IN WRITING, IT IS NOT ENFORCEABLE. This Agreement (and written and signed addenda, if any) cannot be modified, altered, or otherwise amended without a writing being duly signed or initialed, as the case may be, by both Seller and Buyer. The parties agree that facsimile signatures and duly initialed changes are legally enforceable provided the applicable writing contains such signature or initials of all parties to this Agreement. From time to time prior to Closing Date, Seller may supplement or update any of the schedules and exhibits included as part of this Agreement in order to make the information set forth therein complete and accurate.

ACCORDINGLY, Seller and Buyer have executed this Purchase Agreement as of the date written below.

Seller

Seller

/s/\_\_\_\_\_ Swartz Creek City Manager Dated:

Buyer, as agent for an entity to be formed,

/s/\_\_\_\_\_ By: Its Agent

Dated: \_\_\_\_\_

/s/\_\_\_\_ Mayor of Swartz Creek \_\_\_\_\_ Dated: \_\_\_\_\_ Date: June 10, 2022

To:AFSCME Bargaining TeamFrom:Adam ZettelSubject:AFSCME Response #2

AFSCME Bargaining Agreement Summary Changes

Concerning the initial requests of the AFSCME bargaining team from our first meeting, I offer the following for consideration:

**Wages:** 3.3% increase for July 1, 2022; Future years at the State of Michigan Department of Treasury Tax Rate Inflationary Factor or 2%, whichever is greater.

**Increase to HCSP contribution:** Increase from \$75 a month to \$100 a month.

**Increase in retirement health care contribution for qualifying employee:** Increase from \$446 a month to \$500 a month.

#### Bereavement change to four days instead of 32 hours: No change.

#### Holidays: Add Veterans Day

**Uniforms:** Alter stipend to be paid as a reimbursement for eligible pants, shirts, shorts, and other essential clothing that meets appropriate safety and dress code guidelines; provide one pair of safety boots each year and one winter coat every two years.

Retirement: Increase base contribution to 7%, with 10% maximum under the matching requirements in place..

**On-Call:** Provide employer with ability to assign on-call to the 'first call' on rotation, with 72 hours or more advance notice, at a rate of 2 regular hours per day or partial day.

#### Deputy Clerk: Remove section

**Part Time wages:** Employer to set skilled wages based upon experience, ability, training, and certification and will notify bargaining unit, with ability to convene a special conference.

**Payment Clarification:** Section 34.F, the \$250 will be sent at or as close to the 1<sup>st</sup> of the month, but it will take approximately 7 days to get into MERS Account.

Part Time Leave: Leave allowance to be eliminated and reflected in a base wage increase.

Shift Assignments (Section 23): Increase regular shift for all groups to 'not to exceed 10 hours per day'.

Shift Hours (Section 24.A): Extend regular start to 5:00 A.M. to 9:00 A.M.

Shift Premium (Section 25): Increase second shift to \$0.50 per hour and third shift to \$0.75 per hour.

General: Convert 'days' to 'hours' throughout the agreement. Holiday pay is to reflect scheduled hours.

#### **Promotions:**

- A) Promotions within the bargaining unit shall be made on the basis of ability, qualifications, and experience to perform the tasks within the classification. Job vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirements for the position in a conspicuous place in each building. Employees interested shall apply within the seven (7) calendar day posting period.
- B) The employer shall review employees and may perform testing, interviews, or competency tests. The employer may select any employee found to meet the qualifications.
- C) During the four (4) week trial period, the employee shall have the opportunity to revert back to his or her former classification.

D) During the trial period, employees will receive the pay rate for the job they are performing.

	Accounts Payable - Purchase	Receivables -	Utility			
	Orders	Journals	Billing	Payroll	Clerk	Treasurer
Full Time	NA	NA	\$0.25	\$0.25	\$0.25	\$0.25
Part Time	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25

### Admin Assistant Cross Training Wage Incentives

Wages reflect hourly rate increases to be applied after certification Certification is based upon duties, coursework, and hands-on training included in appendix

# AGREEMENT

# Between

# The

# CITY OF SWARTZ CREEK

# And

# SWARTZ CREEK CITY EMPLOYEES UNION

# AFSCME 1918-23

# July 1, 201922 – June 30, 202225

# AGREEMENT - AFSCME LOCAL 1918-23

### JULY 1, 201922 - JUNE 30, 202225

### **SECTION NO. 1 - AGREEMENT**

This agreement is made this \_\_\_\_\_ day of June, 204922, between the City of Swartz Creek, a Municipal Corporation, hereinafter mostly referred to as the "Employer" or the "City" and the Swartz Creek Employees Union, Chapter 23 of Local Union No. 1918 affiliated with Michigan AFSCME Council No. 25 and chartered by the American Federation of State, County and Municipal Employees (AFL-CIO), hereinafter referred to as the "Union", "Unit" or "Bargaining Unit".

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

PURPOSE AND INTENT: The purpose of this agreement is to set forth terms and conditions of employment; to promote orderly and productive labor relations between the Employer and the Union so as to enhance the Employer's ability to totally serve the community.

### **SECTION NO. 2 - MANAGEMENT RIGHTS**

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

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

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

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

# **SECTION NO. 3 - RECOGNITION**

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

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

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

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

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

A) Authorization for Check-Off.

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

B) When Deductions Begin

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

C) Remittance of Dues to Financial Officer

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

D) Termination of Check-Off Deductions

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

E) Disputes Concerning Membership

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

F) Limit of Employer's Liability

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

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

G) Authorization of Check-Off of Dues Form

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

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

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

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

# **SECTION NO. 6 - STEWARDS AND ALTERNATE STEWARDS**

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

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

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

# SECTION NO. 7 - SPECIAL CONFERENCES

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

# SECTION NO. 8 - GRIEVANCE PROCEDURE

# **Definition of Grievance**

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

A) Informal Grievance Procedure – INFORMAL STEP

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

- B) Formal Grievance Procedure STEP ONE
  - 1. If the aggrieved employee does not receive a satisfactory oral answer, or if he or she does not receive any answer at the Informal Step within three (3) working days following the day of oral presentation, the aggrieved employee may reduce the grievance to writing and submit it to the department head or the department head's designee.
  - 2. A grievance must be submitted in writing within fifteen (15) calendar days of the occurrence of the condition(s) giving rise to the grievance, or within fifteen (15) calendar days of the date it is reasonable to assume the employee(s) should reasonably have become aware of the conditions giving rise to the grievance, whichever is later, in order for the matter to be considered derivable under this agreement.
  - 3. The grievance shall be submitted on forms provided by the Union, dated, and signed by the aggrieved employee(s) and shall set forth the facts, dates, and

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

4. The department head or his or her designee shall provide a written answer to the grievant, and/or the Chief Steward or his or her designee within ten (10) working days. If the written answer of the department head or designated representative is unacceptable to the grievant, the grievance may be appealed in writing to the next higher step of the grievance procedure within five (5) working days after receipt of such written answer.

Any grievance not appealed within five (5) working days after receipt of such written answer shall be considered as forfeited by the grievant and Union.

- C) Formal Grievance Procedure STEP TWO
  - 1. If the grievant is not satisfied with the disposition of the grievance at Step One, the grievant may appeal in writing the grievance to the City Manager within five (5) working days after the date of the Step One answer (See Paragraph No. 4 of Section B, above).
  - 2. Within five (5) working days of receipt of the grievance, the City Manager shall set a date for a meeting with the grievant and the Union in an attempt to resolve the grievance, which shall be held within ten (10) working days following the expiration of said five (5) day period. Only persons directly related to the disposition of the grievance shall be present at the meeting. The grievant may be represented by either the Chief Steward or his or her designee and/or a Council No. 25 representative or a national representative. Representatives of the Employer and the Union shall not exceed five (5) in number collectively (including the grievant).
  - 3. Within seven (7) working days following the conclusion of such meeting(s), the City Manager or his or her designee shall provide the grievant and the Chief Steward or his or her designee with a written disposition of the grievance.

### D) Formal Grievance Procedure - STEP THREE

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

- 1. Upon written notice of intention to arbitrate such written grievance, to be given by the Union to the Employer within ten (10) days after disposition of Step 2, the written grievance shall then be submitted to arbitration in accordance with and subject to the following rules and procedures.
  - a) The parties have agreed upon the following panel of arbitrators to hear all grievances appealed to arbitration during the term of this Agreement:

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

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

- *b)* The written grievance shall then be arbitrated by the arbitrator in accordance with the Labor Arbitration Rules of the American Arbitration Association as amended and effective July 1, 2005.
- c) The decision of the arbitrator shall be final and binding on all parties, and all parties agree to abide by the same.
- d) The arbitrator's fee and expenses and the Association's charges shall be borne equally by the Employer and the Union.
- 2. The arbitrator shall have no authority to add to, or subtract from, alter, change or modify any of the provisions of this agreement.
- 3. The arbitrator shall not substitute his or her judgment for that of the Employer where the Employer's judgment and actions are based upon reasonable cause and do not violate the written provisions of this agreement. The arbitrator may make no award that provides the employee compensation greater than that which would have resulted had there been no violation.
- 4. In no event shall the Employer be required to pay back wages for more than thirty (30) working days prior to the date a written grievance is filed. However, in the case of a pay shortage (other than one resulting from misclassification) of which the employee could not have been aware before receiving his or her pay, any adjustment shall be retroactive to the beginning of the pay period in which the shortage occurred; provided that the employee files his or her grievance within fifteen (15) working days after he or she becomes aware of such shortage. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any offsets for unemployment insurance, workmen's compensation and benefits received other than from City employment, and wages earned with other employers during the period,
- E) Restitution/Reinstatement
  - 1. Should a decision be rendered at any step of the grievance procedure that the employee was unjustly discharged, demoted, suspended without reasonable and just cause, the Employer agrees to reinstate the employee to the employee's former position in effect on the day of discharge, demotion, or suspension. Computation of any back wages or benefits, if appropriate, must include offsets for unemployment insurance, workmen's compensation and benefits received other than from City employment, and wages earned with other employers during the period, as indicated in Step Three, Sub-Section No. 4. A decision may be rendered to reinstate the employee without back compensation or benefits.
  - 2. Failure of the grievant to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar any further action or appeal.

Failure of the Employer to render a decision on a grievance within the specific time limits shall permit its appeal by the grievant to the next step.

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

# SECTION NO. 9 - DISCHARGE AND DISCIPLINE

- A) Progressive discipline. The concept of progressive discipline is hereby adopted to govern disciplinary action. It is understood and agreed, however, that the Employer reserves the right to suspend or discharge for serious infraction without instituting progressive discipline; provided, however, that nothing contained herein shall be deemed to deprive the employee of the grievance procedure.
- B) Notice of discharge or discipline. The Employer agrees to promptly, upon the discharge or discipline of any employee, notify in writing, the Steward of the group in which the discharge or discipline occurs.
- C) Discussion with steward. The discharged or disciplined employee will be allowed to discuss his or her discharge or discipline with the Steward of the group and the Employer will make available an area where he or she may do so before he or she is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the Steward.
- D) Appeal of discharge or discipline. Should the discharged or disciplined employee(s) consider the discharge to be improper, the matter may be referred to the Formal Grievance Procedure set forth in Section 8 (B) through (D).
- E) Use of past record. When imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than eighteen (18) months previously or impose discipline on any employee for mistakes or erroneous information on the employee's employment application, except for any intentional misinformation regarding his or her physical or mental health. Prior to imposition of a suspension of one or more days the Employer will review the employee's past written discipline.

# SECTION NO. 10 - SENIORITY - PROBATIONARY EMPLOYEES

- A) Probationary employees. A probationary employee is one who is employed during his or her probationary period as provided in this section. A seniority employee is one who has successfully served his or her probationary period and is no longer a probationary employee.
- B) Union representation. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, hours of employment, and other working conditions, except that in the event of discharge, discipline, transfer, demotion or layoff of a probationary employee, a probationary employee has no recourse to the grievance and/or arbitration procedure.

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

# SECTION NO. 11 – SENIORITY – SENIORITY EMPLOYEES

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

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

# SECTION NO. 12 - LOSS OF SENIORITY

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

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

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

Employees in higher rated classifications may bump into lower rated classifications provided they have the seniority and the ability to perform the work. Employees may not bump from one group to another.

- C) Employees to be laid off for an indefinite period of time shall be given at least ten (10) calendar days notice of layoff. The Chapter Secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
- D) Notwithstanding the position on the seniority list, the Chapter Chairperson shall, in the event of a layoff, be the last to be laid off, provided there is an open position to be filled within the respective group.

# **SECTION NO. 14 - RECALL PROCEDURE**

- A) When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Section No. 11 of this agreement. Notice of recall shall be sent to the employee at his or her last known address by registered or certified mail. If an employee fails to notify the Employer within seven (7) days after date of recall he or she shall be deemed to have quit their employment with the Employer. An employee that has given notice of intent to return to work after recall, as stipulated within this section, may request additional time for the purpose of giving notice to another employer. Such additional time may be granted at the sole discretion of the City Manager, but in no event shall such time exceed fourteen (14) working days after the date of the recall.
- B) Recall rights are subject to the provision of Section 12(A)(6).

# **SECTION NO. 15 - TRANSFERS**

- A) If an employee is transferred to a position with the Employer not included in the bargaining unit and thereafter, within sixty (60) working days, is transferred again to a position within the bargaining unit, he or she shall accumulate seniority while working in the position at which he or she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this agreement.
- B) In the event of a vacancy or a newly created position within the bargaining unit, employees shall be given the opportunity to transfer on the basis of ability to perform as well as seniority. In such cases, all vacancies and newly created positions shall be posted in a conspicuous place in each building at least seven (7) calendar days prior to filling such vacancy or newly created position.

# **SECTION NO. 16 - PROMOTIONS**

- A) Promotions within the bargaining unit shall be made on the basis of ability, qualifications, and experience to perform the tasks within the classification. Job vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirements for the position in a conspicuous place in each building. Employees interested shall apply witbnin the seven (7) calendar day posting period. Promotions within the bargaining unit shall be made on the basis of seniority and ability to perform the tasks within the classification. Job vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirements for the position in a conspicuous place in each building. Employees interested shall apply within the seven (7) calendar day posting period. The senior employee applying for the promotion and who meets the minimum requirements shall be granted a four (4) week trial period to determine:
- <del>B)</del>
- 1. His or her ability to perform the job.
- 2. His or her desire to remain on the job.

- <u>A)</u> If the senior applicant is denied the promotion, the reason for denial shall be given in writing to such employee and the Union. If the employee disagrees with the reason for denial, it shall be a proper subject for the grievance procedure
- C)B) The employer shall review employees and may perform testing, interviews, or competency tests. The employer may select any employee found to meet the <u>qualifications</u>.
- D)C) During the four (4) week trial period, the employee shall have the opportunity to revert back to his or her former classification.
- <u>E)D</u> During the trial period, employees will receive the pay rate for the job they are performing.

## SECTION NO. 17 - REEMPLOYMENT

Once having left the Employer's employment an employee's right to reemployment shall be governed by applicable State or Federal law and/or as is otherwise provided for within the terms of this Agreement.

## **SECTION NO. 18 - ABSENCE LEAVE FOR VETERANS**

When an employee is on full time active duty in the Reserve or National Guard, said employee will be paid the difference between his or her reserve pay and their regular pay with the Employer up to a maximum of two (2) weeks per year. The employee shall provide proof of his or her service and their service pay.

## SECTION NO. 19 - OTHER LEAVES OF ABSENCE

- A) Leave of absence for public or union office. One seniority employee elected to public or union office shall be granted a leave of absence without pay for the period of his or her first term of active service in such elected office. Seniority will accumulate during the period of such leave. Members of the Union elected or appointed by the Union to do work which takes them from their employment with the Employer shall at the written request of the Union receive a temporary leave of absence for a period not to exceed two (2) years or the term of the elected office. Such employee upon return shall be reemployed at similar work with accumulated seniority. Members of the Union elected to attend a function of the International Union such as conventions or educational conference shall be allowed time off without pay to attend such conferences and/or conventions; provided, however, such leaves shall only be granted to one employee from each of the units.
- B) Prolonged illness in immediate family. Leave shall be provided for in accordance with the Federal Family and Medical Leave Act of 1993.
- C) Personal leave. Upon receipt of a written request stating bona fide reasons for a personal leave of absence, such leave may be granted to a seniority employee for a period not to exceed thirty (30) days. Such leave will be without pay and seniority will accumulate during this thirty (30) day period. Any such leaves that are requested, and subsequently granted, for more than 30 days, or more than once per fiscal year per employee shall be without pay, benefits or the accumulation of seniority.

D) Educational leave. Employees who have acquired two (2) or more years of seniority, and who desire to further their education in line with their employment, shall be granted a leave of absence, without pay, not to exceed two (2) years. Seniority will accumulate during such leave. The entire period covered by such leave must be used in attending school.

#### SECTION NO. 20 - SICK/ACCIDENT COVERAGE AND ABSENT LEAVE

A) Short and long term disability. A sick, accident or disability insurance policy, consisting of Short Term Disability (STD, 26 weeks or less), and Long Term Disability (LTD, 180 days to 24 months) will be provided to each full time employee in accordance with the plan document in effect on July 1, 2019. Coverage shall commence upon hospitalization, accident or on the eighth consecutive day of sickness, whichever occurs first. Any other lost time not covered within the first eight days of STD or LTD shall be taken by the employee as paid time off (vacation, absent or sick leave), or dock time. Benefits will be paid in the amount of sixty (60%) percent of the employee's gross biweekly wage not to exceed One-Thousand and Three Hundred (\$1,300) Dollars in any biweekly period. Such sick, accident or disability coverage will be provided without cost to the employee, and an employee while on sick leave will be eligible for all other benefits provided by this agreement; however, such benefits shall be determined upon the basis of the employee's rate of pay at the time of inception of the sick, accident or disability leave. Increases in salary as provided by this contract shall not operate to increase sick and accident benefits unless and until the employee shall have worked following the effective date of any such increase. Employees sixty-five years old or older shall not be eligible for this coverage.

Sick and accident insurance benefits shall be effective the first day of the month, after 90 full days of service, following the date of hire.

- B) Absent Leave. Seniority employees will be allowed to be absent from work up to ninetysix (96) hours during the calendar year. Such absent leave shall be earned at the rate of eight hours leave per calendar month worked; provided, however, that seniority employees shall be credited with ninety-six (96) hours of absent leave on January first of each year for use during that calendar year. If said employee terminates employment during said calendar year and has used more absent leave hours than he or she has earned as of the date of termination, said employee shall reimburse the employer for the excess absent leave used. Absent leave will be prorated on all new hires following completion of probation and/or termination, at the rate of eight hours per calendar month of service.
- C) Advance approval. All absent leaves shall be approved in advance by the employee's immediate supervisor and shall be used in increments of no less than one (1) hour. Employees who are absent due to illness shall give notice to their immediate supervisor and give said supervisor reasonable continuing information relative to the expected length of such absence. Prior to the return from any absent leave, the Employer may require medical documentation that the employee is capable of performing his or her job description.

- D) Unused absent leave. If, at the end of a calendar year, an employee has unused absent leave, the employee shall be paid for said absent leave, up to a maximum of seventy-two (72) hours. Such payment shall be made by the employer on the 2<sup>nd</sup> pay day in January of the next calendar year. Such payment shall be based on said employees hourly wage in effect on the first day of the calendar year during which the unused absent leave is to be paid. No unused absent leave may be carried over for use in a subsequent calendar year.
- E) Probationary employees. Absent leave provisions for probationary employees are subject to Section 10, Paragraph C and D of this Agreement.
- F) Part time employees. Part time employees shall earn one (1) hours of absent leave for every 50 hours of service, said time to be credited monthly. All active part time employees as of July 1, 2016 shall receive a one-time credit of ten (10) hours of absent leave. Part time employees may carry over a maximum of ten (10) hours of absent leave at the end of each calendar year. Such leave may be applied to scheduled time missed by the employee or as a supplement to unpaid time off, such as holidays.
- F) Part time employees. Part time employees with absent leave as of July 1, 2022 shall be paid out said absent leave under new contract rates in the second pay roll in July of 2022. No new absent leave shall be awarded. In lieu of absent leave, part time employees shall have their base wages increased by 2% (1 hour to 50 hour ratio).

## **SECTION NO. 21 - FUNERAL LEAVE**

- A) Funeral leave hours pursuant to this Section are for the express purpose of arrangements and attendance at a funeral. Approved leave hours pursuant to this Section shall not be deducted from the employee's absent or vacation leave unless such deduction is specifically provided for.
- B) An employee shall be allowed to be off from work a maximum of thirty-two (32) hours with pay, per death, as funeral leave for a death in the immediate family. The immediate family is defined as: The employee's Mother, Father, Brother, Sister, Spouse, Son, Daughter, Step-Daughter, Step-Son, Daughter-In-Law, Son-In-Law, Brother-In-Law, Sister-In-Law, Grandparents, Granddaughter, Grandson, Grandparents of employee's spouse, Mother-In-Law, Father-In-Law, Stepmother or Stepfather.
- C) Employees shall be allowed to be off from work the time necessary, up to a maximum of eight (8) hours with pay, to attend the funeral of a relative. Relative is defined as: The employee's Uncle, Aunt, Spouse's Aunt and Uncle, Niece or Nephew.
- D) Upon request, the City Manager, or his or her designee, may authorize funeral leave, up to 8 hours, for the attendance of a(n) employee(s) at the funeral for a deceased or retired city employee or elected official.
- E) If a funeral for a member of the employee's immediate family or relative is held at a location 150 miles or more from the City of Swartz Creek, two (2) travel days may be authorized; provided, however, such travel days are deducted from the employee's

absent or vacation leave. If the employee does not have either absent or vacation leave, travel days may be authorized without pay.

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

#### **SECTION NO. 22 - WORKING HOURS**

- A) The regular full work day for the Department of Public Services shall consist of eight (8) hours a day, plus one-half (1/2) hour off for lunch. Said lunch period shall be without pay.
- B) The regular full work day for Administrative Assistant Office Personnel shall consist of eight (8) hours per day with one hour off for lunch. The lunch period shall be without pay.
- C) Employees may take one "coffee break" not to exceed fifteen (15) minutes in length in the morning and one of the same length in the afternoon, or one in the first half and one in the second half of their regular shift, whichever may apply.
- D) The regular work hours can be flexed and/or modified with mutual agreement between the affected employee and the Employer.
- E) If an employee reports for work to his or her regularly assigned shift and is thereafter sent home for reasons other than the imposition of discipline, or the imposition of a suspension pending an investigation, he or she shall be paid for the balance of his or her shift.

#### **SECTION NO. 23 – SHIFT - ASSIGNMENTS**

- A) Not including the lunch period, a regular shift in the Department of Public Services shall not exceed eight (8) ten (10) consecutive hours per day unless mutually agreed upon by affected employees and the Employer.
- B) Not including the lunch period, a regular shift in the General Office shall not exceed eight (8)ten (10) consecutive hours per day unless mutually agreed upon by the affected employees and the Employer.
- C) A regular Department of Public Services scheduled work week shall not exceed forty (40) consecutive hours.
- D) A regular General Office scheduled work week shall not exceed forty (40) consecutive hours.
- E) Supervision and/or non-unit members shall not perform bargaining unit work; provided, however, that in the event of emergencies, training sessions or other unforeseen events, supervision or other non-unit members may perform bargaining unit work on a temporary basis only.

#### **SECTION NO. 24 - SHIFT HOURS**

A) The first shift is any shift that regularly starts on or after <u>6:005:00</u> A.M., but before 9:00 A.M.

- B) The second shift is any shift that regularly starts on or after 2:00 P.M., but before 5:00 P.M.
- C) The third shift is any shift that regularly starts on or after 10:00 P.M., but before 1:00 A.M.

## SECTION NO. 25 - SHIFT PREMIUM

Employees who work on the second shift shall receive in addition to their regular pay for the pay period twenty-five cents (.2550) per hour as additional compensation. Employees who work on the third shift shall receive in addition to their regular pay for the pay period thirty-five cents (.3575) per hour as additional compensation.

### **SECTION NO. 26 - OVERTIME PROVISION**

- A) For full-time employees, time and one-half (1 1/2) will be paid as follows:
  - 1. Exclusive of lunches or other non-paid time, any hours worked other than the regularly scheduled eight (8) hour daily shift unless the parties mutually agree to a shift that exceeds eight (8) hours at which point all hours worked over 40 per week will be paid time and one-half  $(1 \frac{1}{2})$ .
  - 2. An employee required to report for unscheduled overtime duty shall, upon reporting for such duty, be guaranteed at least two (2) hours pay at the rate of time and one-half (1 1/2), unless provided for by Sub-Section "B".
- B) For full-time employees, double time will be paid as follows:
  - 1. For all hours worked during designated Holidays and Sundays, except where the shift starts on a Saturday and continued to Sunday; provided, however, that time and one-half (1 1/2) will be paid for all hours worked on Sunday.
  - 2. In the event an employee is called to work while on vacation.

## SECTION NO. 27 - ON CALL DUTY

- A) On Call Duty means those hours of the day when an Employee is not on regular duty but has volunteered or been directed by the Employer to be readily available to return to work promptly if required to do so.
- <u>B)</u>
- C) An employee that is On Call shall be available and able to fulfill their duties at any and all times during the On Call Period. This means that the employee(s) must remain within fifteen (15) miles of the City limits, be accessible to emergency dispatch and standard communications, and be mentally and physically able to address emergency and non-emergency needs by proxy or in-person, if necessary.
- D)
- E) The Employee shall be expected to assess an apparent need or emergency, call-in appropriate personnel using the call-in rotation in force at the time of an event, provide

contractor/professional services as needed, and personally respond to the situation, if necessary.

- A)F) The Director of Public Services or his or her designee will schedule employees for on call duty when in the opinion of the Director, on call services are needed. When the Director determines such on call services are necessary, on call duty will be rotated among all full time seniority employees of the Department of Public Services in an equalized manner. Full-time employees may decline the on-call assignment by notifying their supervisor at the time it is determined that on call duty will be necessary. In the event the full time Employee who is next on the rotation declines to be on call, the Employer will move down the rotation list and if all else in that rotation decline, the last person on that rotation list will be required to be on call. In the event there are no full time seniority employees available for working on-call, the employer may then assign on-call to part time employees\_On call status will be assigned by the employer no less than 72 hours prior to the on call period to the 'first call' employee in the applicable rotation.
- B) Response Time An on call employee will remain within fifteen (15) miles of the City limits.
- C)G) On Call Period The on call period will commence at the end of the employee's regular shift and end at the start of his or her next regular shift.
- D)H) An employee who is on call shall receive an "on call premium" equal to two (2) hours straight time pay per <u>day or partial day of the</u> on call period whether called in to work or not. Such "on call premium" shall be paid in addition to any pay, including overtime pay, the employee receives for working during the on call period.

#### **SECTION NO. 28 - HOLIDAY PROVISIONS**

A) The paid holidays are designated as a full day:

New Year's Day	<u>Veterans' Day</u>
Thanksgiving Day	
Martin Luther King's Birthday	<u>Thanksgiving Day Friday following</u>
Thanksgiving Day	
Presidents' Day	Friday following Thanksgiving Day
December 24th	
Good Friday	December 24th
<del>Christmas Day</del>	
Memorial Day	<u>Christmas Day</u>
<del>December 31st</del>	
Fourth of July	December 31st
Employee's Birthday	
Labor Day	Employee's Birthday

Employees will be paid their current rate based on a regular day for said holidays.

B) Should a holiday fall on Saturday, Friday shall be considered as a holiday. Should a holiday fall on Sunday, Monday shall be considered as a holiday.

### SECTION NO. 29 - VACATIONS

A) An employee will earn credit toward vacation with pay in accordance with the following schedule. Credits earned during any calendar year may be used after January first of the following calendar year.

Beginning in year	Through completed Year	Annual Maximum
1	5	<del>10 Days<u>80 Hours</u></del>
6	10	<del>15 Days<u>120 Hours</u></del>
11	15	<del>20 Days<u>160 Hours</u></del>
16	20	<del>22 Days<u>176 Hours</u></del>
21+		<del>25 Days</del> 200 Hours

- B) Employees who are entitled to four or more weeks of vacation may receive payment in lieu of vacation for up to 40 hours, at the discretion of the Employer, if the vacation request cannot be granted. These employees will be notified within ten (10) working days of their request for the fourth week of vacation whether it will be granted in the form of vacation or in the form of payment in lieu of vacation; provided, however, that requests for the fourth week of vacation shall be made prior to August of the year in which the employee desires said vacation.
- C) Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employee and efficient operation of the department concerned. An employee will receive a written explanation for any denial of a vacation request.
- D) When a holiday is observed by the Employer during a scheduled vacation, the requested vacation may be extended by one (1) day.
- E) Employees who are entitled to two (2), or three (3) weeks of vacation may receive payment in lieu of vacation for up to forty (40) hours by mutual agreement between the employee and the Employer. Said agreement shall be in writing signed by the employee and the City Manager.
- F) If an employee becomes ill and is under the care of a duly licensed physician prior to his or her vacation, his or her vacation will be rescheduled. If his or her incapacity continues through the year, he or she will be awarded payment in lieu of vacation.
- G) If a regular pay day falls during an employee's vacation, during which vacation the employee will be off from work at least a minimum of forty (40) consecutive hours of vacation, excluding days off, the employee shall receive that paycheck in advance; provided, however, the employee has notified the City at least thirty (30) days in advance of the date of the payday falling within the employee's vacation.

- H) If an employee terminates employment for reasons other than discharge, is laid off, resigns with proper notice (two weeks), or in the event of death of employee, he or she will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of lay off for the current year will have such credit deducted from his or her vacation the following year.
- I) Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this agreement.
- J) Employees may accumulate one (1) week (40 hours) of their annual earned vacation.
- K) Vacation requests within each unit shall be acted upon on a first come first considered basis. Said requests shall be acted upon within ten (10) working days of the request. If two requests for the same period are received the same day, seniority shall prevail in the granting of either request.

### SECTION NO. 30 - UNION BULLETIN BOARDS

The Employer, upon request, will provide bulletin board space in each building that may be used by the Union for posting notices.

#### **SECTION NO. 31 - RATES AND CLASSIFICATIONS - NEW POSITIONS**

When a new position is created and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a rate and classification structure. If the Union does not agree that the description and rate are proper, the issue shall be negotiated.

#### SECTION NO. 32 - JURY DUTY, COURT LEAVE

- A) A full time employee who serves on jury duty will be paid the difference between his or her pay for jury duty and his or her regular pay. Employees who are dismissed early from jury duty shall be required to report back to work.
- B) Any employee, who is subpoenaed to appear in Court, as a direct result of their employment, shall not lose pay, vacation or absent time for such appearance in Court.

#### SECTION NO. 33 - WORKER'S COMPENSATION - ON THE JOB INJURY POLICY

- A) Each employee will be covered by the applicable Worker's Compensation Laws. Any employee who becomes injured because of the performance of his or her duties should report that injury immediately to his or her immediate supervisor. If necessary, the employee should report to a physician.
- B) If the employee suffers lost time because of the injury received at work, Workers' Compensation will be paid in accordance with the provisions of the Workers' Compensation Act of the State of Michigan.
- C) In addition, such employee will receive supplemental compensation equal to the difference between eighty percent (80%) of the employee's normal gross pay and the

above Worker's Compensation. Supplemental compensation payments will normally be continued for a maximum of twenty-six (26) weeks.

D) Any request for extension beyond twenty-six (26) weeks may be considered a subject for a special conference as provided for in Section 7.

## SECTION NO. 34 – HEALTH CARE & MAINTENANCE BENEFITS

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

The Employer may search for and change to a replacement Health Care Benefit Plan and provider if deemed necessary for cost savings to both the employer and/or employees. The change in Benefit Plans/Providers must remain substantially equivalent to the current existing plan(s). Prior to any change in benefits the Employer shall inform the Union and provide all proposed changes for the Union's review. Current plan summaries shall be attached as Appendix (A) Medical, Hospitalization; Appendix (B) Dental; Appendix (C) Vision; Appendix (D) Prescription (if applicable).

- B) If an employee is unable to work due to illness or injury covered by the Employer's Worker's Compensation or Sick and Accident Insurance Program, the Employer agrees to continue to pay and provide for benefits as defined pursuant to each Paragraph of this Section, for a six (6) month period.
- C) Medical, dental and vision insurance benefits shall be available to all new hire, full-time employees; however, costs for these benefits shall be the responsibility of the employee for the first 90 days of employment. Should an employee elect to forego coverage for the first 90 days of employment, he or she may enter the program as provided for in this section commencing on the 91st day of employment, pursuant to provider rules.
- D) Each full time seniority employee may, at such employee's option, elect to purchase at the employee's cost a sponsored dependent rider on such terms and conditions and at such coverage levels as are established from time to time by Blue Care Network, the provider of such coverage. The receipt of such benefits by a seniority employee is subject to the following conditions:
  - 1. That such sponsored dependent coverage is available.
  - 2. The days on which such sign up is permitted are those established by the provider or providers of such benefits.
  - 3. On or before the day in which the employee signs up for such benefit, such employee shall pay to the Employer a sum equal to two (2) months premiums for said coverage.

- 4. After signing up for such benefits, the employee shall thereafter pay to the Employer a monthly premium for such coverage as established by the provider or providers of such benefits. Said monthly premium shall be paid on or before the first day of the month following the sign up day and shall be paid on or before the first day of each month thereafter.
- 5. The employee shall, in addition, be liable for and pay any other costs or expenses charged to the Employer by any provider in connection with the provision of such sponsored dependent rider and, upon presentation of a bill therefore, shall pay same within ten (10) days of the date thereof.
- 6. If the Employer has not received from the employee any sum due as provided in subsections 1 through 5 above, the City Manager shall forthwith terminate such benefit for such employee and shall advise the employee of such termination. Any sum due to the Employer as of such date shall be paid by the employee forthwith.
- E) Cash Opt-Out Option. An eligible full time employee, upon written request to the City Manager, may elect not to participate in the health, prescription, dental and vision insurance package currently offered to employees in the bargaining unit. In the event health and prescription are not elected, those employees who elect not to participate shall be paid the sum of Three Hundred Dollars (\$300) for each calendar month the employee does not participate. If an eligible employee wishes to opt back into the Plan, he or she may do so on the terms as determined by the insurance provider. Any partial month shall be prorated.
- F) Retiring Employees. For Full Time Employees hired prior to January 1, 2006, the Employer will pay Four-Hundred Forty-Six (\$446500) into the Employer sponsored Heath Care Savings Program (subject to rules and polices of the Municipal Employees Retirement System) or make the same contribution to the monthly cumulative premium for insurance coverage(s) as defined within this section, Section 37, subsection "A", 1 through 5, for members of the bargaining unit who retire within the term of this agreement in addition to the person who is such retiree's spouse at the time of said retiree's retirement, but only during such time as said person remains said retiree's spouse. Any and all differences in coverage selected, and any and all future increase in premiums after retirement must be paid by the retiree. Such coverage will be provided for the retiree commencing on the date of the retiree's retirement, provided the retiree has thirty (30) years credited service with the Employer and is in the City's MMERS or Defined Contribution retirement plan and has attained the age of fifty-five (55) years, or, has 30 years of credited service with the Employer and in the City's MMERS retirement Plan and meets the criteria for MMERS Disability Retirement as determined under the provisions of the MMERS Disability retirement plan. Such coverage will continue until the earlier of: (1) the month said retiree attains the age of sixty-five (65) years; or (2) the death of such retiree. No coverage will be provided, however, for a spouse who is eligible for Medicare benefits.

If the retired employee becomes employed by another employer, and is eligible for medical coverage, the retired employee must accept such coverage in lieu of retirement coverage provided by the Employer. If, or when, the retired employee elects to terminate this

employment, he or she would again become eligible for coverage relative to this agreement and according to rules set forth pursuant to this Section, or by the Employer's provider. If the retired employee should retire again, and medical coverage is offered, the retired employee must accept this coverage in lieu of coverage offered by the Employer. The Employer retains the right to verify employment and the availability of medical insurance.

Full Time Employees hired prior to January 1, 2006 shall be provided a health care savings program, into which the city will deposit \$250 the 1<sup>st</sup> of each month, beginning the month in which said employee attains the age of sixty-five (65). Such contribution shall cease immediately following the death of the employee.

All Active Full Time Employees shall be provided with a health care savings program, into which the Employer shall deposit \$75-100 per month for each month the active employee serves. These funds will be available to the employee after separation for any reason, with no vesting period.

## **SECTION NO. 35 - LIFE INSURANCE COVERAGE**

- A) The Employer agrees to pay the full premium of term life insurance plan for each full time, eligible seniority employee, face value of \$20,000 and a double indemnity provision.
- B) The parties agree that the Employer shall not pay for or be held liable for any life insurance premiums or benefits for any person upon retirement. The retiree may, if permitted by the insurance provider, arrange to continue such life insurance coverage after retirement at such retiree's sole expense, and the retiree shall hold the Employer harmless from any and all claims that may arise from either failure of the provider to allow such continuation, or the cancellation of such benefit.
- C) The Employer agrees to pay, pursuant to Paragraph A and B above, life insurance premiums for each month the seniority employee is actively at work. If the employee is unable to work due to illness or injury covered by Workman's Compensation insurance or the sick and accident insurance program in Section 20, the Employer agrees to continue to pay such premium for (6) months.
- D) Life insurance benefits shall be effective the first (1<sup>st</sup>) day of the agreement.

### **SECTION NO. 36 - EQUALIZATION OF OVERTIME HOURS**

- A) Each full time bargaining unit employee of the Department of Public Services shall be scheduled seven days of standby beginning at 8:00 A.M. Monday through 7:59 A.M. the following Monday. During the seven day period of time, such bargaining unit employee shall be the first employee called if overtime work is needed.
- B) Initial scheduling of bargaining unit employees in the standby rotation schedule shall be in accordance with seniority, starting with the highest seniority person. From and after the initial seven-day standby schedule, the schedule shall rotate among bargaining unit employees in the same order as the original schedule.

- C) The name of new employees shall be inserted into the standby rotation schedule, when qualified to perform the work, the first week following the lowest seniority employee who is on the standby list and has completed their seven-day standby period.
- D) When more than one bargaining unit employee is required for overtime work, the Employer shall call in the next employee on the standby rotation schedule.

#### **SECTION NO. 37 - RETIREMENT PROGRAMS**

- A) Full Time Seniority Employees of the bargaining unit hired prior to July 1, 1997 shall be entitled to the following defined benefit retirement plan:
  - 1) Defined Benefit Retirement Plan B-2 with F-55/30 rider, contracted by the Employer with the Michigan Municipal Employees Retirement System (MMERS); a copy of said MMERS contract will be kept on file in the City Clerk's Office.
  - 2) For the term of this agreement, employees who are participating in the defined benefit retirement program shall make contributions to the retirement plan at the rate of 2% of the bi-weekly gross wages, said contribution to be deducted by the Employer from the employees pay and forwarded by the employer to MMERS. The remaining contribution required to fund said retirement plan shall be made by the Employer.
- B) Full time seniority employees of the bargaining unit who were hired on or after July 1, 1997 shall not be participants in the defined benefit plan, but shall participate in the following defined contribution plan:
  - 1) Defined Contribution Retirement Plan as contracted by the Employer with the Michigan Employee Retirement System (MERS), a copy of said contract to be kept on file in the City Clerks Office.
  - 2) The Employer shall contribute 67% of the employee participant's gross bi-weekly wages. The Employer shall also match an additional 1% for each 2% the employee contributes, up to a total Employer contribution of 910%. Contributions will either be in an established 401(a) or 457 as administered by MERS.
  - 3) The Employer's contribution to the defined contribution plan for full time seniority employees referred to in sub-paragraphs B-1 above, shall become vested on behalf of the employee participant in accordance with the following schedule:
    - (a) Less than 1 year completed service: 0% vested
      (b) After 1 year, but less than 2 years completed service: 20% vested
      (c) After 2 years, but less than 3 years completed service: 40% vested
      (d) After 3 years, but less than 4 years completed service: 60% vested
      (e) After 4 years, but less than 5 years completed service: 80% vested
    - (f) After 5 years completed service:
  - 4) Employees enrolled in the Defined Contribution Plan may make voluntary contributions to said plan by payroll deduction in accordance with the terms set forth by the plan's policy.

100% vested

## SECTION NO. 38 - RATES OF CLASSIFICATIONS

A) From July 1<sup>st</sup> of each of the following years, the hourly rate for full time employee classifications listed below, for employees hired prior to January 1, 2006, In Group I shall be as follows:

Group #	Classification	Current:	7-1-4 <u>229</u> Hourly Rate (+2 <u>3.3</u> %)	7-1- <del>2023</del> Hourly Rate (+2% <u>or</u> Inflation*)	7-1- <del>21<u>24</u> Hourly Rate (+2%<u>or</u> Inflation*)</del>
	Public Service I:	\$ <del>22.76</del> 24.15	\$ <del>23.21</del> 24.95	\$ <del>23.68_</del>	\$ <del>24.15_</del>
Group I			New Rate	(+2 <u>% or</u>	(+2% <u>or</u>
•			effective 7-1-19	<u>Inflation*</u> %)	inflation*)
	Public Ser Crew Leader:	\$ <del>23.3340<u>26.01</u></del>	\$ <del>25.00</del> 26.87	\$ <del>25.50_</del>	\$ <del>26.01_</del>

<u>Newly hired Public Service Group I employees shall be compensated according to the following scale:</u>

<u>Step 1 (0-6 months service): \$21.49</u> <u>Step 2 (>6-12 months service): \$22.35</u> <u>Step 3 (>12-18 months service): \$23.22</u> <u>Step 4 (>18-24 months service): \$24.09</u> <u>Step 5 (>24 months service): \$24.95</u>

Management may offer new hires compensation at any step based upon qualifications and experience.

B) From July 1 of each of the following years, the hourly rate for <u>the Full Time</u> the full time employee classifications listed below shall, for employees hired on or after July 1, <u>2006,Group II Employees shall</u> be as follows:

Group #	Classification	Current:	7-1- <del>1922</del> Hourly Rate (+ <u>3.3</u> <del>2</del> %)	7-1- <u>2023</u> Hourly Rate (+ <u>2% or</u> Inflation <u>*</u> 3%)	7-1- <u>2424</u> Hourly Rate (+ <u>2% or</u> Inflation3%)
Group I	Public Service I:	<del>\$19.2172</del>	<del>\$19.61</del>	<del>\$20.19</del>	<del>\$20.80</del>
	Public Ser Crew Leader:	-			
Group II	Admin Assistant I:	\$ <del>17.4194<u>18.85</u></del>	\$ <del>17.77</del> 19.47	\$ <del>18.30-</del>	\$ <del>18.85_</del>
	Admin Assistant II:	\$ <del>15.0177</del> 16.26	\$ <del>15.32</del> 16.80	\$ <del>15.78</del> -	\$ <del>16.26</del> -

C) From July 1 of each of the following years, the <u>standard</u> hourly rate for all part time employee classification listed below shall be as follows:

Group #	Classification	Current:	7-1- <del>19<u>22</u> Hourly Rate (+<u>3.3</u><del>2</del>%)</del>	7-1- <u>2023</u> Hourly Rate (+2% <u>or</u> Inflation*)	7-21- <del>1924</del> Hourly Rate (+2% <u>or</u> Inflation*)
1&11	All Part-Time	\$ <del>12.4583<u>13.23</u></del>	\$ <del>12.71<u>13.94</u></del>	\$ <del>12.97_</del>	\$ <del>13.23_</del>

Employer may set Part-Time skilled wages (non-standard wages) based upon experience, ability, training, and certification, provided such wages do not exceed related Full-Time wages. Employer shall notify the bargaining unit of all non-standard wages. The bargaining unit may initiate a special council to dispute any established non-standard wages.

\*Inflation shall be determined by the State of Michigan Department of Treasury Taxable Value Inflationary Factor as established annually, prior to the certification of the tax roll.

D) The Employer is obligated to properly maintain the public water distribution system in accordance with the State of Michigan Public Health Department. As an incentive to Group I employees to ensure that the City remains current in its certifications for the water distribution system, merit incentives are offered to such employees attaining and maintaining water treatment certifications as follows:

Water Treatment Certification	Yearly stipend amount
S-4	\$1,000.00
S-3	\$2,500.00
S-2	\$4,000.00
S-1 or S-2 as the Official DEQ Operator in charge	\$6,000.00
*Group 2 employees may choose to indicated above	attain an S-4 and receive the stipend as

The stipend will be paid, upon proof of certification, in the month of July for the respective contract years.

- E) Deputy Clerk: At each regular and special election of the city, the City Clerk shall choose to, on a rotational basis, engage an Admin Assistant I to fill the temporary position of Deputy Clerk. The city shall compensate this employee \$600 for each election period served per the attached job description, in addition to any and all overtime hours worked. (Description to be created by management).
- E) Bargaining Unit <u>Group</u> 2 Employees acquiring the following certifications will receive additional compensation as follows:

Certification	Additional hourly compensation
---------------	--------------------------------

Election Officials Certification from the	\$0.25
State of Michigan Bureau of Elections	
Michigan Certified Assessing Technician	\$0.50
(MCAT)	
Michigan Certified Assessing	\$1.00
Officer(MCAO)	
(Replaces MCAT rate)	
MSU Extension Citizen Planner	\$0.25
Certification	
MSU Extension Zoning Administrator	\$0.50
Certification	
The parties agree that this list is not all in	clusive and if other certifications are made

The parties agree that this list is not all inclusive and if other certifications are made apparent, the parties agree to meet and confer with regards to those certifications. Any modifications, additions, deletions will be upon mutual agreement of the parties

Bargaining Unit Group 2 Employees may also elect to train for, seek certification, and receive additional hourly wages as follows, in accordance with job descriptions and certification standards as outlined in Exhibit D:

	<u>Accounts Payable</u> - Purchase Orders	<u>Receivables -</u> Journals	<u>Utility</u> Billing	<u>Payroll</u>	<u>Clerk</u>	Treasurer
Full Time	NA	NA	<u>\$0.25</u>	<u>\$0.25</u>	<u>\$0.25</u>	<u>\$0.25</u>
Part Time	<u>\$0.25</u>	<u>\$0.25</u>	<u>\$0.25</u>	<u>\$0.25</u>	<u>\$0.25</u>	<u>\$0.25</u>

Wages reflect hourly rate increases to be applied after certification

G)F) Out of Class Pay – It is agreed that any <u>specially assigned</u> duties performed by <u>Public</u> <u>Service IBargaining Unit 1 and 2</u> employees, <u>hired after July 1, 2006, working</u> outside of their current job classification, in prior written agreement with Employer, will be paid at a rate of twenty-two dollars and fifty cents per hour (\$22.50)at the applicable rate of the class the employee is working.

## SECTION NO. 39 - TEMPORARY EMPLOYMENT STATUS

- A) With respect to the hiring of temporary employees, the Employer agrees that the number of temporary employees will not exceed seven (7) employees.
- B) The employment period of temporary employees shall not exceed one hundred twenty (120) days. An extension beyond one hundred fifty (150) days may be considered a subject for a special conference as provided for in Section 7.
- C) The Employer shall not make use of such temporary employees to deprive a full or part time employee of regularly assigned work.
- D) It is understood that the provisions of this agreement do not apply to these temporary employees.

### SECTION NO. 40 – UNIFORMS

A) Public Service Employees, Full-time and Part-time, who work in the DPW, shall be provided, without cost to the employee, personal protective equipment (i.e. Gloves, Vests helmets, glasses, and other items as determined by the Employer). Employees will be responsible for clothing in accordance with the Employee handbook and applicable safety standards and will receive a yearly stipend as reimbursement each fiscal year for gualifying clothing as indicated below:

Full-time Employees:\$400.00Part-time Employees:\$200.00

This stipend will be paid yearly in January to all DPW employees The city shall also supply said employees with one pair of qualifying work boots once each fiscal year and one winter work coat once every two fiscal years.

## **SECTION NO. 41 - STRIKE CLAUSE**

- A) The Union shall not authorize, sanction, condone, or participate in any strike action for the life of this agreement, as defined in Michigan Public Act No. 366 of 1947, as amended [MCL 423.201 et seq]
- B) The employees included within the bargaining unit shall not authorize, sanction, condone, or participate in any strike action during the life of this agreement. Upon compliance with the prohibitions contained herein the Employer agrees that it will not "lock-out" any employees.

## **SECTION NO. 42 - DEFINITION OF PART TIME EMPLOYEES**

- A) Part-Time employees are defined as employees who are generally scheduled for twenty (20) or less hours a week and are not entitled to fringe benefits and/or seniority as outlined within. This does not hinder the Employer from working part-time employees up to forty (40) hours a week as needed. Part-time employees shall be represented by the union only for the purpose of negotiating wages, discharge or discipline, as outlined within by the Grievance Procedure. No other section of this agreement shall apply to part-time employees unless specifically addressed.
- B) In the event that a part-time employee is hired as a full-time employee, lateral entry at a higher pay scale than starting wages, and/or credit posted for seniority may be considered as a subject for a special conference as provided for in Section 7.
- C) If and when a part-time employee works over forty (40) hours a week or eight (8) hours in a day then they will be entitled to overtime pay at time and one-half their regular wage.
- D) The use of part-time employees by the Employer can not be used to erode the bargaining unit.

## SECTION NO. 43 - SEPARABILITY AND SAVINGS CLAUSE

- A) If any section or subsection of the agreement or of any riders thereto should be held invalid by operation of law or by any Court of competent jurisdiction, or if compliance with or enforcement of any section or subsection should be restrained by such Court pending a final determination as to its validity, the remainder of this agreement and any rider thereto, or the application of such section or subsection to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- B) If any section or subsection is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, for the purpose of arriving at a mutually satisfactory replacement for such section or subsection during the period of invalidity or restraint.
- C) If the parties do not agree on a mutually satisfactory replacement, then this matter shall be a proper subject for the final step of the grievance procedure as set forth in Section 8(D).

## SECTION NO. 44 - DRIVER'S LICENSE

- A) Full time employees of Group I shall be required to have a valid commercial driver's license with a "Group B" designation as required by the State of Michigan. An employee who is assigned exclusively to janitorial services is not required to have such license, but said employee shall maintain a valid Michigan operator's license.
- B) If a full-time employee is unable to meet the requirements of any State of Michigan driver licensing certification, as required by subsection (A), above, within a reasonable period of time, the employer and the union shall meet to decide if there is a job assignment the employee could perform.
- C) The Employer shall pay the cost of obtaining a commercial driver's license, as discussed in paragraph A above, provided, the employee shows evidence of a valid license and a paid receipt.

## SECTION NO. 45- MAINTENANCE OF STANDARDS

- A) The Employer and the Union agree that all conditions of employment in its individual operation relating to general working conditions and other conditions of employment, including wages and hours of work, as contained in this agreement, shall be maintained at not less than the highest standards in effect at the time of the signing of this agreement.
- B) It is agreed that the provision of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this agreement, if such errors are corrected within thirty (30) days from the date of error.

- C) The Employer shall be bound by any voluntary act on its part which exceeds the terms of this agreement.
- D) Any disagreement between the Union and the Employer with respect of this matter shall be a proper subject for the second step of the grievance procedure.

## SECTION NO. 46 - SUCCESSOR CLAUSE

This Agreement shall be binding upon the successors and assignees of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease, or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by a change of any kind of the ownership or management of either party hereto of any separable, independent segment of either party.

### **SECTION NO. 47 - EXPIRATION**

- A) This agreement shall continue in full force and effect until midnight, June 30, 2022.
- B) If either party wishes to terminate this agreement, or modify or amend any section or subsection thereof, then notice to that effect shall be given in writing to the other party no less than sixty (60) days prior to the date of this agreement. The modification or amendment of any specific section or subsection shall not affect the remainder of this agreement.
- C) If no notice of termination or modification is given by either party as provided for herein, then this agreement shall automatically continue in full force and effect from year to year.

(Signature Page Follows)

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

CITY OF SWARTZ CREEK, MICHIGAN A Municipal Corporation A.F.S.C.M.E Council No. 25, Local Union No.

DAVID KRUEGER, Mayor

**LORI GREYERBIEHL**, Council 25 Staff Representative

CONNIE ESKEW, City Clerk

ROD GARDNER, Bargaining Team

SUE ARVOY, Bargaining Team

APPROVED AS TO FORM Michael Gildner, City Attorney

# **APPENDIX "A"** Medical & Hospitalization

# APPENDIX "B" Dental

## APPENDIX "C" Vision

## APPENDIX "D" Temporary Deputy Clerk DescriptionGroup 2 Job and Certifcation Requirements

#### **POSITION: Accounts Payable/Purchase Orders**

DUTIES	Timeframe
Maintains A/P vendor files	
Issues/change orders/close/roll purchase orders	
Inputs A/P for mgmt review & approval	Bi-W
Prints physical checks with the Treasurer & prepares the positive pay file for the bank	W
Issues 1099's at year end	А
Prepares and inputs A/P requisitions for Retiree and ER portions of insurance payments	М
Oversees medical supplemental reimbursements thru A/P	Q
Prints check register for A/P and payroll for DK & CO and A/P copy for 1st council meeting	Μ
Run Rept for Escrow acct & notifies Adam if escrow used up when doing AP	Bi-M

#### **BS&A Coursework for Tier 1 Accounts Payable**

Vendor Setup **Entering an Invoice** Editing an Invoice Journalizing an Invoice Notification Pane Create & Print checks Tab **Check Maintenance Utilities Tab** Journalize Checks Tab **Export Checkes to Bank Tab Creating Invoices from Check Requests** Adding Check Requests **Editing Check Requests Viewing Vendor Activity Invoice Register Reports** Check Register **Check Disbursement Report** Vendor Activity Report **AP Journals Report** Entering a Purchase Order Attachments Cancel/Update/Liquidate a Purchase Order Journalize a Purchase Order

#### Hands on Training including:

Medical Supplemental Reimbursements Printing escrow report during AP input Performing the job responsibilities for 10 days Successful Completion Approved by Treasurer

#### **POSITION:** Receivables/Journals

Duties	Timeframe
Invoices Retirees thru MR for their portion of insurance coverages	Μ
Issue Invoices for mowings, snow removal, sidewalks, fire cost recovery and projects	
Inputs manual journal entries that have been prepared and approved	
Verifies daily tax posting- initiates journals for QR pmts	9-M
Post MR penalty and interest	Bi-M
Transcribes DDA Meeting Minutes	
Close out violations for mowings, snow removal, sidewalks, fire cost recovery	
Mailings for City Manager on various zoning issues	
Updates Retiree Medical reimbursement spreadsheet	
Schedule Rental Inspections	

#### BS&A Coursework for Tier 1 Receivables/Journals

Adding Customers Customer/General/Other Information Panes Addesses Tab Contact Info Tab Invoice Info Tab Other Info Tab Notes Tab Parcel Info Tab Customer Summary Pane Adding Invoice Editing Invoice Journalizing and Posting Recurring Invoices Applying Penalties Customer Statement Report

#### Hands on Training including:

Input snow removal complaints Post MR penalty/interest Mailings for city manager Retiree reimbursement spreadsheet Schedule rental inspections Performing the job responsibilities for 10 days Successful Completion Approved by Treasurer

#### **POSITION:** Payroll

DUTIES	Timeframe
imports time sheets into payroll	BI-W
After CO approves payroll completes posting process	BI-W
Prepare and run payroll remittance cks after approval of CO	BI-W
Process Retiree Payroll	М
Prepare and run any monthly remittance checks and employee count report	М
Prints physical checks with the Treasurer & prepares the payroll positive pay file for the bank	W
Processes employee changes including W4, health, dental, vision, retirement, and union	
dues. Input into payroll & notify vendor.	
Understand how to process stipends, leaves, and allowances	
Process payroll for BOR (3x a year), ZBA (quarterly), Council (monthly)	
Issue W-2s annually	
Prepares 941 & 1028 for Clerk's signature	

#### **BS&A Coursework for Tier 2 Payroll**

**Employees Information Screen** Pay Codes Screen **GL** Distributions Screen Leave Banks Screen **Direct Deposit Screen Ded/Exp Screen** Workers Comp Screen Tax and W2 Info Screen Year to Date Info Screen **Check History Screen Dependents Screen** Retirement Info Screen Adding a Payroll **Initializing a Payroll Editing a Payrol Viewing Proof Reports** Setting Check Numbers **Printing Checks and Stubs** Creating the Direct Deposit File Creating and Posting the Journal Entries Wrapping Up the Payroll Benefit Invoice Reconciliation Issuing and Journalizing Remittance Checks **Viewing History** Voiding and Journalizing Checks **Check Adjustments** Add Third Party Sick Pay Create a Prenote File Year End Checklist Load Tax Tables at Year End Wrap Up Pay Year at Year End Deduction History by Employees Report Emploivee Hours and Gross by GL Number Report

## Tier 2 Credential - Payroll Continued

Employee Deduction/Expense Summary Report

#### Hands on Training including:

Verify leave time Prepare remittances Process stipends/leaves/allowances BOR/ZBA/Council payroll Form 941, 1028 Performing the job responsibilities for 10 days Successful Completion Approved by Treasurer

#### **POSITION: Utility Billing**

DUTIES	Timeframe
Maintains payment plans	
Follow up on meter repairs or estimates after quarterly billing	
Works with DPS Director to file necessary state reports	
Processing DEQ information	
Close Miss Dig Work Orders	
Prepares work orders See, Click, Fix and closes them out when completed.	
Maintains spreadsheet of water main breaks	
Daily processing of finals, penalties, address changes	D
Verifying daily accounts receivable balances at end of day	D
Spreadsheet of weekly master meter reads	W
Print quarterly past due notices, door hangers & turn offs	Q
Handles quarterly water/sewer billing process including uploading/ downloading routes,	
preparing billing register, auditing accounts with high or low reads, prepare file & upload to	
ксі.	Q
Distribute quarterly billing information to the Genesee County Drain Commissioners Office	Q

#### BS&A Coursework for Tier 2 Utility Billing

**Reversing a Payment Balance Manager** Estimating a Meter Changing a Meter Head Changing a Meter Rolling Over a Meter Adding a New Account Adding a Flag to an Account Adding an Attachment to an Account Adding Reminders to an Account **Exporting Delinquent Accounts to Tax** Adding a Work Order Editing and Completing a Work Order Adding a Deposit **Final Bill Wizard** Calculating a Bill Printing the Current Bill Journalizing a Bill Calculating a Mock Bill **Refunding Balance to AP** Printing Account History **Reprinting a Prior Bill** Export Meter Reads Import Meter Reads Print the Abnormal Usage Report **Estimate Meters** Calculating The Bills Printing the Billing Register Print Bills Journal 20 Bingil Packet

## Tier 2 Credential - UB Continued

Calculate Penalty Print the Penalty Register Run the Past Due/Shut Off Wizard Print Work Order List Report

#### Hands on Training including:

Payment plans Meter repair follow up Processing DEQ information Close Miss Dig Work Orders Master reads spreadsheet See Click Fix work orders Past due notices Quarterly billing info Drain Comm Performing the job responsibilities for 10 days Successful Completion Approved by Treasurer

#### **POSITION: Clerk**

DUTIES	Timeframe
Swears in new council members & board members.	
Checks that ordinances are published, public notices are posted & municode up-to-date.	
FOIA officer - handles/distributes requests.	
Maintain city records & vaults.	
Initiate EE rate changes for payroll clerk to make	
Review bi-weekly payroll.	BI-W
Track boards and commissions.	
New employee on boarding including the following paperwork: W4, I-9, medical, dental vision, retirement, and union dues for AFSCME.	
Oversee Cemetery records.	
Release ACH Transfers for Payroll, Taxes, Investments, Debt & any Misc Transactions	BI-W
Attend council meetings	BI-M
For BOR Mtgs prepares support pipework, does minutes and attends meetings (3x per year)	Tri-A
Prepares minutes for council, planning commission, ZBA, DDA	BI-W/M
Maintain employee personnel records.	
Verify MERS & ICMA remittances to plan stmts monthly	Q
Monitors CDBG Grant(s)	

#### All Training is Hands On/Reading Documentation

Performing the job responsibilities for 10 days

Successful Completion Approved by Clerk

#### STATE OF MICHIGAN BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE OF HEARING FOR THE ELECTRIC CUSTOMERS OF CONSUMERS ENERGY COMPANY CASE NO. U-21233

- Consumers Energy Company requests Michigan Public Service Commission's approval for reconciliation of its 2021 demand response program costs.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 517-788-0550 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company or on the Commission's website at: <u>michigan.gov/mpscedockets</u>.
- A pre-hearing will be held:

DATE/TIME;	Thursday, June 16, 2022 at 9:00 AM
<b>BEFORE:</b>	Administrative Law Judge Christopher Saunders
LOCATION:	Video/Teleconferencing
PARTICIPATION:	Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8090, or by email at mpscedockets@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) May 6, 2022 application requesting the Commission to: 1) approve the refund of the \$9,400,947 over-recovered Demand Response (DR) revenue requirement through a 12-month surcharge to be implemented beginning with the January 2023 billing cycle; 2) approve Consumers Energy's financial incentive of \$4,639,508 for 2021, and approve recovery of the financial incentive through a surcharge to be implemented beginning with the January 2023 billing cycle for a period of 12 months; 3) approve the Consumers Energy's DR pilot proposals; and 4) grant Consumers Energy other and further relief.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: <u>michigan.gov/mpscedockets</u>. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: <u>mpscedockets@michigan.gov</u>. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: <u>mpscedockets@michigan.gov</u>.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by June 9, 2022. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21233**. Statements may be emailed to: <u>mpscedockets@michigan.gov</u>. Statements may be mailed to: <u>Executive Secretary</u>, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

#### [THE MICHIGAN PUBLIC SERVICE COMMISSION MAY APPROVE, REJECT, OR AMEND PROPOSALS MADE BY CONSUMERS ENERGY.]

2205-E

## Federal Aid Buyout Pilot Program Guidelines for Fiscal Year 2023 June 3, 2022

Public Act (PA) 49 of 2022 was approved by the Governor on March 29, 2022, and has an effective date of October 1, 2022. PA 49 amends 1951 PA 51 section 100 (MCL 247.6600), as amended by 2000 PA 188. It directs the Michigan Department of Transportation (MDOT) to develop a Federal Aid Buyout program.

## PA 49 Overview

A copy of PA 49 is in Appendix 1. The requirements outlined in the legislation include:

- Buyout projects must be in the federally approved Statewide Transportation Improvement Program (STIP), either in a Metropolitan Planning Organization (MPO) transportation improvement program (TIP) or in the rural transportation improvement program based on the project location (*subsection 9*).
- MDOT is directed to create an announcement, instructions, forms, and deadlines, and make them available online (*subsection 9*).
- Buyouts must be awarded in the order received (*subsection 9*).
- The exchange rate is 90 cents per dollar of federal aid programmed to the job phase as listed in the STIP (*subsection 10*).
- MDOT must receive sufficient obligation authority to complete the buyout (*subsection 11*).
- The local agency must complete the project that was funded in the buyout:
  - Surplus funds can be used on any federal aid eligible project or returned to MDOT (*subsection 12*).
  - Completed work must be reported to the transportation asset management council investment reporting tool or any successor system (subsection 12).
  - If the local agency cannot complete the project within 3 years, they must notify MDOT, MPO or Rural Task Force (RTF), and identify an alternative project, that is federal aid eligible, that can be constructed within the original 3-year period or return the funds to MDOT (*subsection 13*).
  - Must follow policy that governs the number of force accounts and the total amount of money spent on force account project cost authorizations in a fiscal year (*subsection 14*).
  - Contracts between local road agencies and contractors must contain a federal wage and benefits schedule consistent with Section IV of Form Federal Highway Administration 1273, revised May 1, 2012, or any successor form (*subsection 15*).

The state trunkline funding made available for Fiscal Year (FY) of the buyout program will be not less that the following amounts: (subsection 8) FY 2023 - \$25 million FY 2024 - \$35 million FY 2025 and in every subsequent fiscal year - \$45 million

This could be subject to change if there is a decrease in available state funding.

## Federal Aid Buyout Program Overview

The Federal Aid Buyout Program is a voluntary program which allows local agencies eligible to receive federal aid transportation funds under the Surface Transportation Block Grant program (STBG) to exchange those federal funds with MDOT for state transportation dollars. The purpose of the Federal Aid Buyout Program is to allow flexibility and enable the most efficient use of federal highway aid and other transportation dollars.

State money will be exchanged at a rate of 90 cents per dollar of qualifying federal funding as programmed for the project being exchanged in the federally approved STIP at the point in time when the exchange is awarded. Please see details on qualified federal funding the Project Eligibility Section. The amounts of the buy-out will be capped at 90% of the STIP approved federal amount. If the available amount of federal aid is decreased from the estimated amount for a given fiscal year, then the amount of the exchange may be decreased to maintain fiscal constraint.

Local agencies will follow the current MPO or RTF project selection process that is appropriate for the location of the project and the STBG template being utilized. Once the exchange is complete the local agency will utilize their own letting process rather than going through the MDOT Local Agency Programs (LAP) process. If a local agency wishes to utilize the force account process with exchanged funds, the local agency shall follow the current MDOT policy regarding the number of force account projects and the total amount of money spent on each force account project in a given fiscal year.

Contracts between local road agencies and contractors for projects funded from state money exchanged for federal aid obligation authority must contain a federal wage and benefits schedule consistent with, and incorporating the requirements of, Section IV of Form FHWA 1273, revised May 1, 2012, or any successor form, and provide that covered workers are third-party beneficiaries of these contract requirements. It is the responsibility of the local agency to maintain relevant records and demonstrate that this is requirement is followed.

Once the exchange is complete the project will be removed from the STIP unless the MPO designates the project as regionally significant. If a project is designated as regionally significant then the programming of the project will be modified to reflect the funding as 100% local funds and it will remain on the MPO TIP. Once it has been reported as completed by the local agency it will be marked as completed in JobNet, which will be reflected on the TIP.

All exchanged funds must be expended within three years from the time that the local agency receives the state funds. The federally approved project that is exchanged must be completed, as it was described in the STIP or with additions to the description in the STIP. If the project for which federal aid obligation authority was exchanged cannot be completed within three years from the time that the local agency receives the state funds, the local road agency must notify MDOT and the MPO or RTF and identify an alternate project eligible for federal aid that can be constructed within the three year

period from the time that the local agency receives the state funds or return the money to MDOT. This should only be done in cases where a project cannot be completed because of circumstances beyond the control of the local agency. Once the exchanged project or alternate project is completed any exchanged funds not utilized may be used for the local agencies federal aid eligible activities and improvements (excluding routine maintenance) as outlined in Section 10c(I) of Michigan Public Act 51 of 1951 {MCL247.660c, Section 10c(I)}, OR, as matching funds on any federal aid project undertaken by the local agency. (See Appendix 2).

Demonstration of compliance to the federal aid buyout program is the responsibility of the local agency. The local agency will report completed work to the Transportation Asset Management Council investment reporting tool or any successor system. The local agency will also report to MDOT once the project is completed. The information reported will include confirmation that the federal wage and benefits were adhered to, confirmation that the force account policy was adhered to, the amount spend on the project, and what federal aid eligible activity any surplus funds were spend on.

To ensure that the opportunity to participate in the program is spread across more participants rather than a few large projects. The maximum amount of an exchange is \$2,500,000 per project. Exchanges will be honored in the order they are received, as described in the Buyout Program Timeline Section, until the minimum program amount is reached. The program will be closed each FY once the addition of a project to the list of exchanges meets or exceeds the program minimum as listed in the PA 49 Overview Section.

## **Project Eligibility**

The federal aid buyout program is limited to the construction phase of a project. In order to be eligible projects must be in the federally approved STIP. The STIP is comprised of 14 separate documents: 13 individual MPO TIPs and one statewide non-MPO Rural TIP document. The geographic location of the project will determine which document the project will be included in. This requirement ensures that the federal planning process is followed for project selection.

The program is limited to projects programmed with STBG and/or STBG flex funding as the only federal funding in the project. Projects with other federal funding sources programmed in addition to STBG funding are not eligible. Projects with state funding sources, such as Transportation Economic Development Fund Category D, programmed as match or in addition to the STBG federal sources are eligible but **only the amount programmed to the STBG federal funding will be included in the exchange. The state funding will go back to the allocation of origin and can be reprogrammed per the regulations of that program.** 

The table below is a list of the eligible templates and financial system codes as programmed in JobNet.

Eligible Templates and Financial System code		
Template	Financial System code (FinSys)	
STP-TMA	STU	
STP Flex - TMA	ST	
STP- Small MPO	STUL	
STP Flex - Small MPO	ST	
STP - Small Urban	STUL	
STP Flex - Small Urban	ST	
STP- Rural/Flexible	STL	
STP- Rural- Urban Counties	STL	
STP- Flexible- Urban Counties	ST	

Eligible Templates and Financial System codes

The amounts of the exchanges will be capped at 90% of the STIP approved federal amount.

Example:

Federal Estimated Amount	State Estimated Amount	Local Estimated Amount	Total Estimated Amount	Federal Exchange Amount (90% of Fed)
\$80,000	\$0	\$20,000	\$100,000	\$72,000

If the available amount of federal aid is decreased from the estimated amount for a given fiscal year, then the amount of the exchange may be decreased.

Projects that are utilizing advance construction are not eligible for an exchange as there is no guarantee of the obligation authority in future years.

Only the Construction (CON) phase is eligible. Early Preliminary Engineering (EPE), Preliminary Engineering (PE), and Right of Way (ROW) phases are not eligible for an exchange. Utilizing federal funds for the PE phase for a project in which a local agency intends to exchange the CON Phase is not recommended. If federal funds are used for PE, the local agency would need to meet all the federal procurement requirements for such services, and those services would need to be completed before project construction could begin. Also, the project's design would have to meet the federal requirements. In addition, if federal funds were to be used for right of way or property acquisition, such acquisition(s) would also need to meet current federal property acquisition requirements. Due to the length of time required for approvals of these services, using federal funds for preliminary phases for a construction phase that is exchanged is not recommended.

Federal allocation that has been purchased in the Local Federal Fund Exchange (LFFE) program is not eligible for the federal aid buyout program.

## **Exchange Award Timeline**

In FY 2023 we have a compressed schedule due to the date that the Act was approved. The timeline for award selection for future FYs was developed in consideration of LAP timeline for project submittals. This will allow a local agency that is not successful in obtaining a federal aid buyout exchange time to take their project through the LAP process or to participate in the LFFE. Key milestones considered were that a local agency should get National Environmental Policy Act documents to LAP by March for the following FY obligations and July is when grade inspection packages should be submitted to LAP for the following FY obligations.

Exchange Selection Action	FY 2023 Call	Future Calls
Call for Exchanges for FY	June 2022	November 1 <sup>st</sup> of prior FY
Exchange Requests Due	June 30, 2022	January 3 <sup>rd</sup> of prior FY
Awarded Exchanges Announcement	August 1, 2022	Mid-February of prior FY

Exchange requests will be e-mailed to <u>MDOT-FederalAidBuyout@michigan.gov</u>. The call for exchange requests will be sent out 2 weeks before the call opens. An application form will be provided with the call for exchanges. The form must be completed, signed, and attached to the exchange request e-mail. A separate form and e-mail must be submitted for each project that a local agency wishes to exchange. The call will start at a specific time on the first day of the call for exchange applications and close at a specific date and time as specified in the call letter. The **received** timestamp on the email will identify the order received. There will be an auto generated "received" e-mail send to the submitter to confirm receipt of the exchange request. MDOT will publish a received list on the MDOT website for review to allow an agency to dispute the list. Local agencies will have seven calendar days to submit proof that they sent an email which was not received by MDOT. MDOT will require seven calendar days to review the discrepancy. Once any disputes are settled a final list will be published.

## **Process Outline**

1. A call for federal aid exchange requests is announced within 14 days in advance of the actual call date with detailed instructions in the call letter.

- 2. Acceptance of submission of requests for exchanges will open at a specific date and time (ex: June 15, 2022, at 8:00 am eastern time) and close at a specific date and time as specified in the call letter or once the minimum amount for the program has been reached.
- 3. Once the list of exchange requests has been developed and arranged in the order received, MDOT will publish the list of exchanges including the agency name, the date/time received, and the amount of the exchange on LAPs website for 2-weeks. This posting will be announced through the LAP, MPO, RTF and Small Urban program GovDelivery listservs. This will allow local agencies to contact MDOT if there is any discrepancy because of technology or other error. Any discrepancies will be reviewed on a case-by-case basis.
- 4. The final list of awarded exchanges will be posted to the LAP website, announced through the LAP, MPO, RTF and Small Urban program GovDelivery listservs, and sent directly to the agencies with awarded exchanges.
- 5. Once the federal aid allocations are available in SIGMA, usually mid-October of the FY of the exchange, the appropriate allocation amount will be transferred from the allocation and template in which the exchanged project was programmed to a template that was created to hold transfers until they move to trunkline.
- 6. Projects will be abandoned in JobNet unless the MPO deems the project regionally significant. If designated as regionally significant the project programming will be changed to reflect 100% local funds and a note will be added to the comment section on the STIP page in JobNet stating that the project has been awarded an exchange through the Federal Aid Buyout Program.
- 7. A contract request and required information will be sent to MDOT contract service division (CSD). CSD will develop the contract and send it to the local agency for signature.
- 8. The contract is entered into by MDOT and the Local Agency.
- Once sufficient obligation authority is received by MDOT the appropriate obligation authority will be transferred from the local non-RTF and local RTF Obligation Authority to the Trunkline Obligation Authority.
- 10. Once sufficient state funding is received by MDOT, and the obligation authority has been transferred the local agency will receive a lump sum payment in the amount of the exchange through the same process as Michigan Transportation Fund (MTF) monthly payments are received. The anticipated time frame for this would be January/February of the FY of the exchange.
- 11. The local agency will complete the project as agreed to and utilize any surplus funding within the -year timeframe as described in these program guidelines.
- 12. The local agency reports the completed project in the transportation asset management council investment reporting tool or any successor system.
- 13. The Local agency emails the MDOT Federal Aid Buyout Program Manager, utilizing the <u>MDOT-FederalAidBuyout@michigan.gov</u> e-mail to inform them that the project is completed and to give additional information. The information reported will include confirmation that the federal wage and benefits were

adhered to, confirmation that the force account policy was adhered to (if applicable), the amount spent on the project, and what federal aid eligible activity any surplus funds were spent on.

Please submit any comments, concerns, or questions regarding the Federal Aid Buyout Program to <u>MDOT-FederalAidBuyout@michigan.gov</u>.

## Appendix 1

Act No. 49 Public Acts of 2022 Approved by the Governor March 29, 2022 Filed with the Secretary of State March 29, 2022 EFFECTIVE DATE: October 1, 2022

## STATE OF MICHIGAN 101ST LEGISLATURE REGULAR SESSION OF 2022

#### Introduced by Senators Runestad and Barrett

## **ENROLLED SENATE BILL No. 465**

AN ACT to amend 1951 PA 51, entitled "An act to provide for the classification of all public roads, streets, and highways in this state, and for the revision of that classification and for additions to and deletions from each classification; to set up and establish the Michigan transportation fund; to provide for the deposits in the Michigan transportation fund of specific taxes on motor vehicles and motor vehicle fuels; to provide for the allocation of funds from the Michigan transportation fund and the use and administration of the fund for transportation purposes; to promote safe and efficient travel for motor vehicle drivers, bicyclists, pedestrians, and other legal users of roads, streets, and highways; to set up and establish the truck safety fund; to provide for the allocation of funds from the truck safety fund and administration of the fund for truck safety purposes; to set up and establish the Michigan truck safety commission; to establish certain standards for road contracts for certain businesses; to provide for the continuing review of transportation needs within the state; to authorize the state transportation commission, counties, cities, and villages to borrow money, issue bonds, and make pledges of funds for transportation purposes; to authorize counties to advance funds for the payment of deficiencies necessary for the payment of bonds issued under this act; to provide for the limitations, payment, retirement, and security of the bonds and pledges; to provide for appropriations and tax levies by counties and townships for county roads; to authorize contributions by townships for county roads; to provide for the establishment and administration of the state trunk line fund, local bridge fund, comprehensive transportation fund, and certain other funds; to provide for the deposits in the state trunk line fund, critical bridge fund, comprehensive transportation fund, and certain other funds of money raised by specific taxes and fees; to provide for definitions of public transportation functions and criteria; to define the purposes for which Michigan transportation funds may be allocated; to provide for Michigan transportation fund grants; to provide for review and approval of transportation programs; to provide for submission of annual legislative requests and reports; to provide for the establishment and functions of certain advisory entities; to provide for conditions for grants; to provide for the issuance of bonds and notes for transportation purposes; to provide for the powers and duties of certain state and local agencies and officials; to provide for the making of loans for transportation purposes by the state transportation department and for the receipt and repayment by local units and agencies of those loans from certain specified sources; to investigate and study the tolling of roads, streets, highways, or bridges; and to repeal acts and parts of acts," by amending section 100 (MCL 247.6600), as amended by 2000 PA 188.

The People of the State of Michigan enact:

Sec. 10o. (1) Twenty-three to twenty-seven percent of the DOT-FHWA highway research, planning, and construction federal funds appropriated to this state from the federal government for road and bridge construction must be allocated to programs administered by local jurisdictions after deduction of the following:

(a) Funds that are specifically allocated at the federal level to this state or local jurisdictions.

(b) Funds allocated by the department to this state and to local jurisdictions through a competitive process.

(2) Federal aid excluded from the calculation of funding allocated to programs administered by local jurisdictions in subsection (1) includes, but is not limited to, congestion mitigation and air quality funds, federal bridge funds, transportation enhancement funds, funds distributed at the discretion of the United States Secretary of Transportation, and congressionally designated funds.

(3) The funds must be distributed to eligible local agencies for transportation purposes in a manner consistent with state and federal law.

(4) It is the intent of the legislature that federal aid to highways allocated to local jurisdictions in subsection (1) be distributed in a manner that produces a 25% average allocation of applicable funds to programs for local jurisdictions in each fiscal year through the fiscal year ending September 30, 2000. Beginning in the fiscal year ending September 30, 1999, the average allocation of applicable federal aid to highway funds to programs for local jurisdictions must be the average of the amount distributed to local jurisdictions under subsection (1) and similarly calculated distributions in each succeeding fiscal year. The average allocation percentage described in this subsection must be adjusted to reflect any agreements made by the department with local jurisdictions regarding the state buyout of local federal aid.

(5) Subject to subsections (6) to (15), the department shall award money from the state trunk line fund to local road agencies in exchange for federal aid obligation authority allocated to local-agency projects as provided in this section, if allowed by federal law and rules.

(6) The department must make available money from the state trunk line fund in exchange for federal aid obligation authority awarded to local road agencies in the amounts described in subsection (8) unless the amount must be reduced to do either or both of the following:

(a) Match all available federal aid including reapportionments, redistributions, or other awards of federal aid obligation authority.

(b) Provide for debt service, the minimum state-funded program, routine maintenance of state trunk lines, administration, and all other functions of the department.

(7) If the department reduces the amount of money available from the state trunk line fund under subsection (6), the department must submit a letter to the chairpersons of the senate and house of representatives transportation committees, the chairpersons of the senate and house of representatives transportation appropriations subcommittees, the senate majority leader, and the speaker of the house of representatives explaining why the department is unable to match available federal aid or perform its essential functions.

(8) Except if reduced under subsection (6), the amount of money available from the state trunk line fund in exchange for federal aid obligation authority awarded to local road agencies must be not less than the following amounts:

(a) In the fiscal year ending September 30, 2023, \$25,000,000.00.

(b) In the fiscal year ending September 30, 2024, \$35,000,000.00.

(c) In the fiscal year ending September 30, 2025, and in every subsequent fiscal year, \$45,000,000.00.

(9) Local road agencies may apply for state money in exchange for 100% of the federal aid obligation authority allocated by the department to a local road agency project in a metropolitan planning organization transportation improvement program or in the rural transportation improvement program, in the manner and on the schedule determined by the department. The department must publish announcements, instructions, forms, and deadlines on its website. If applications are received that request more state money than is available to be exchanged in a fiscal year, awards must be made in the order received.

(10) State money must be exchanged with local road agencies for federal aid obligation authority in an amount equal to 90 cents per dollar of all federal aid obligation authority allocated in the approved transportation improvement plan to each project for which authority is exchanged.

(11) The department must pay state money exchanged for federal aid obligation authority to local road agencies when sufficient federal aid obligation authority is received from the Federal Highway Administration to cover the exchanges, not including any year-end redistributions.

(12) The first priority for the use of state money exchanged for federal aid obligation authority must be the local road agency project for which the federal aid obligation authority was originally proposed. If the state money exchanged for federal aid obligation authority exceeds the cost of the original project, any surplus must be applied to

federal-aid-eligible projects by the local road agency or returned to the department. Completed work must be reported to the transportation asset management council investment reporting tool or any successor system.

(13) State money exchanged for federal aid obligation authority must be expended not later than 3 years after

the exchange. If the project for which federal aid obligation authority was exchanged cannot be completed within 3 years, the local road agency must notify the department and its metropolitan planning agency or rural task force and identify an alternate project eligible for federal aid that can be constructed within the original 3-year period, or return the money to the department.

(14) In accordance with 23 USC 112, 23 CFR 635.104(b), and Federal Highway Administration Directive 5060.1, a local road agency that is awarded state money in exchange for federal aid obligation authority shall follow the policies adopted by the department that govern the number of force accounts and the total amount of money spent on force account project cost authorizations in a fiscal year. For each fiscal year in which a local road agency is awarded state money in exchange for federal aid obligation authority, the local road agency must certify to the department that the limits in this subsection are not exceeded. This subsection applies only to state money awarded in exchange for federal aid obligation authority as described in this section and not to any money garnered through any other means.

(0) Contracts between local road agencies and contractors for projects funded from state money exchanged for federal aid obligation authority must contain a federal wage and benefits schedule consistent with, and incorporating the requirements of, Section IV of Form FHWA 1273, revised May 1, 2012, or any successor form, and provide that covered workers are third-party beneficiaries of these contract requirements.

(1) As used in this section:

(a) "Federal aid obligation authority" means federal aid obligation authority and an equal amount of contract authority.

(b) "Minimum state-funded program" includes, but is not limited to, preservation, preventive maintenance, maintenance, operations, safety, administration, and all other essential functions not eligible for federal aid, as determined by the department.

## Appendix 2

## Michigan Public Act 51 of 1951 {MCL247.660c, Section 10c(I)}

(I) "Preservation" means an activity undertaken to preserve the integrity of the existing roadway system. Preservation does not include new construction of highways, roads, streets, or bridges, a project that increases the capacity of a highway facility to accommodate that part of traffic having neither an origin nor destination within the local area, widening of a lane width or more, or adding turn lanes of more than 1/2 mile in length. Preservation includes, but is not limited to, 1 or more of the following:

(i) Maintenance.

(ii) Capital preventive treatments.

(iii) Safety projects.

(iv) Reconstruction.

(v) Resurfacing.

(vi) Restoration.

(vii) Rehabilitation.

(viii) Widening of less than the width of 1 lane.

(ix) Adding auxiliary weaving, climbing, or speed change lanes.

(x) Modernizing intersections.

(xi) Adding auxiliary turning lanes of 1/2 mile or less.

(xii) Installing traffic signs in new locations, installing signal devices in new locations, and replacing existing signal devices.

## FEDERAL AID BUYOUT PROGRAM **EXCHANGE REQUEST FORM**

FISCAL YEAR (Must be YYYY)	
JOB NUMBER	
MPO/RTF	
COUNTY	
LOCAL AGENCY	

Please use information from the federally approved STIP to fill in the details below, exchanges are limited to construction phases.

PROJECT NAME (ROUTE)					
LIMITS					
PRIMARY WORK TYPE					
PROJECT DESCRIPTION					
FEDERAL ESTIMATED/PROGRAMMED AMOUN	ΝT				
STATE ESTIMATED/PROGRAMMED AMOUNT					
LOCAL ESTIMATED/PROGRAMMED AMOUNT					
TOTAL PHASE ESTIMATED/PROGRAMMED A	MOUNT				
FEDERAL FUND SOURCE(S) (Check more than	one)	ST	STL	STU	STUL

The Exchange amount will be 90% of the Federal estimated/programmed amount listed on the federally approved STIP.

The local agency agrees to follow the current Federal Aid Buyout Program guidelines.

PRINTED NAME		
AUTHORIZED SIGNATURE	TITLE	DATE

AGENCY CONTACT INFORMATION			
PRIMARY CONTACT			
TITLE			
PHONE NUMBER			
E-MAIL ADDRESS			
SECONDARY CONTACT			
TITLE			
PHONE NUMBER			
E-MAIL ADDRESS			

Forms must be submitted to MDOTFedAidBuyout@Michigan.gov. Exchanges will be awarded in the order received. Forms submitted prior to the Call for Exchanges will not be accepted.

#### **CLASSIFICATION:** Treasurer

DUTIES	Timeframe
Oversee receipting of all city monies (thru CR).	D
Take daily (as needed) bank deposits.	D
Set up/maintain annual tax database including import of relevant assessing data. Input/oversee	
all levies, SAD's, special assessments, assessor adjustments, mortgage codes, name & address	
changes).	SEMI-A
Prepare all General Ledger journals for initial tax levies, adjustments, MTT Settlements and BOR determinations.	
Maintain pending MTT listing with revenue implications for the city levies.	
Meet with Assessor on issues affecting the tax roll such as name changes, 5-50 parcels, MTT	
appeals, PRE denials	
Prepare all current year tax transfers (su/win/delq/DDA/5-50,Brownfield), prepare all journals,	
notify taxing authorities	9-M
Initiate mobile home transfers Bi-Monthly after paperwork received	Bi-M
Prepare MSHDA transfer & notify taxing authorities annually	А
Review personal property to court listing prepared by a member of staff & submits to city	
attorney. Write required journals & remove from G/L once approved by judge.	А
Reconcile taxes at TYE and settle with the county	А
Reconcile & process county settlement check annually in June	А

#### All Training is Hands On/Reading Documentation

Performing the job responsibilities for 10 days

Successful Completion Approved by Treasurer