

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday, June 27, 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 June 13, 2022 MOTION Pg. 28
5. **APPROVE AGENDA:**
5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
6A. City Manager's Report MOTION Pg. 8
6B. Staff Reports & Meeting Minutes Pg. 47
6C. Professional Service Agreements Pg. 56
6D. Grant Writer Agreement Pg. 120
7. **MEETING OPENED TO THE PUBLIC:**
7A. General Public Comments
8. **COUNCIL BUSINESS:**
8A. Clerk Professional Service Agreement RESO Pg. 23
8B. Treasurer Professional Service Agreement RESO Pg. 24
8C. City Manager Professional Service Agreement RESO Pg. 25
8D. Appointments RESO Pg. 25
8E. Grant Writer DISCUSSION
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION Pg. 26

Next Month Calendar

Planning Commission:	Tuesday, July 5, 2022, 7:00 p.m., PDBMB
Park Board:	Wednesday, July 6, 2022, 5:30 p.m., PDBMB
City Council	Monday, July 11, 2022, 7:00 p.m., PDBMB
Zoning Board of Appeals:	Wednesday, July 20, 2022, 6:00 p.m., PDBMB
Downtown Development Authority:	Thursday, July 14, 2022, 6:00 p.m., PDBMB
Fire Board:	Monday, July 18, 2022, 6:00 p.m., Public Safety Building
City Council:	Monday, July 25, 2022, 7:00 p.m., PDBMB
Metro Police Board:	Wednesday, July 27, 2022, 10:00 a.m., Metro HQ

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 27, 2022, 7:00 P.M.**

The regular virtual meeting of the City of Swartz Creek city council is scheduled for **June 27, 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.
2. 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:

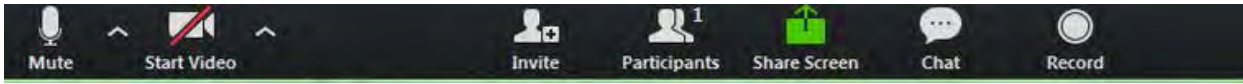
1. At the start time of your meeting, enter the link to join via computer. You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

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

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

1. On your phone, dial the teleconferencing number provided below.
2. Enter the **Meeting ID number** (also provided below) when prompted using your touchtone (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 27, 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 colger@cityofswartzcreek.org.

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

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

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

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

1. Meetings of the City Council, Planning Commission, Zoning Board of Appeals, Downtown Development Authority, Park Board, or committees thereunder may meet electronically or permit electronic participation in such meetings insofar as (1) the Michigan Department of Health and Human Services restricts the number of persons who can gather indoors due to the COVID-19 pandemic; (2) 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 27, 2022 - 6:00 P.M.

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

FROM: Adam Zettel, City Manager

DATE: June 22, 2022

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

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

We only have one pending tax appeal for 2022, and that is O'Reilly's. As of writing, I do not know the details.

✓ **STREETS (See Individual Category)**

✓ **2020-2023 TRAFFIC IMPROVEMENT PROGRAM (TIP) (Update)**

The Morrish Road project (including a mid-block crossing at Apple Creek & a left turn lane on Fortino) is underway. This may be done and cleared by the time we meet. This is a federally supported project that is being overseen by the MDOT.

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.

I submitted the city's required for the buyout of Miller Road federal funds by MDOT. This is the process, covered at the June 13 meeting, in which 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.

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.

I will keep the council informed of our application. If accepted, we have three years to complete the project on our own. If it is not, we must complete the project in 2023 under MDOT standards, start to finish.

✓ **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. Most of this work is done. At this time, we do not have a schedule. It appears things may move quickly once they start. I will do my best to inform council and the public, but we may not get much notice.

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** *(Update)*
I have finally been able to submit an online application to co-locate a wireless reading receiver on the cell tower at 4355 Elms Road. This has been quite a process. With any luck, we should have lease rights and owner approval to do so this summer.

This will allow us to proceed with live reads and monitoring of usage in the city. 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.

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.

✓ **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 22nd, 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 (Update)**

The summer newsletter is due to be out in early July. We expect to cover summer events, construction, proper sewage disposal (e.g. stop flushing wipes), and routine updates. Let us know if you have any material.

✓ **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.

1. **(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. **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 nearly complete, and the other resurfacing work (Hill, part of Bristol, and the civic parking lot) is due to be started any day!
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. **(Update) Diesel Pros** affirmed that they will not seek 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. There is definitely a rumor going around that the city 'killed' this project. That is absolutely not the case. I have affirmed this in writing to the parties involved. 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** *(No Change of Status)*

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: <https://www.miplace.org/programs/public-spaces-community-places/>

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 complete, 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** (*Update*)

The property was sold. There were a couple maintenance items that we addressed that were still pending during the sale (tightening door locks, AC work, and a floor drain issue). We are now clear of this property and estimate that we will have about \$1,000 surplus for the county.

✓ **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 2nd. Work will be in 2023 for the downtown sidewalks though.

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

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 master plan update is complete! We have a final digital version available on the website. We can provide hardcopies as well.

✓ **RACEWAY** *(No Change of Status)*

I met with ownership a few months back. 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.

In searching for additional funds, I submitted a request in response to a call for projects from Mr. Kildee's office. Though we did not get any funding this year, his office contacted me and encouraged the city to submit for next year. They offered some specific advice and thought it was a fundable endeavor. This is something we should consider and pursue if we plan to make Otterburn something special. To that end, I have reached out to a professional service provider that might be able to increase our odds of success. This is up for discussion at the meeting under "grant writer."

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: <https://www.miplace.org/programs/public-spaces-community-places/>

✓ **SECURITY CAMERAS** *(No Change of Status)*

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 connectivity at a later date.

✓ **AMBULANCE SERVICE (Update)**

Genesee County 911 voted to recognize dedicated municipal ambulance service of Medstar within the city. I do expect to get data in the future that indicates if we are seeing decreased average response times. As of writing, I can certainly say with confidence that I am seeing their rigs in town far more than any ambulance presence previously noted. The fire chief also indicates that he believes we are already seeing a decrease in fire department medical runs . Lastly, there was a strong vote of confidence in this process from communities at the 911 consortium that engaged this service prior to the city.

✓ **LABOR AGREEMENTS (Business Item)**

The AFSCME agreement was approved by the City Council and will go into effect on July 1st. With the Supervisors Association dissolved by its remaining members, the rest of the administrative service is either an at-will employee of the city council or city manager. In order to provide a fair and predictable labor environment for the entire city, we are bringing all remaining employment agreements more closely into alignment, with the hope of codifying previously negotiated items into the Employee Handbook.

For example, if all agreements are approved, we will have uniform holidays, retirement benefits, wage increases, medical benefits, and general terms and conditions of employment. Some of these are still enumerated in agreements, but in future bargaining, we can likely codify a one-size-fits-all approach in the Handbook.

For this meeting, we have the professional service agreement of the Clerk, Treasurer, and myself. You will notice that the Treasurer agreement is substantially different. Due to her original employment date, she has previously negotiated rights to prior versions of post-retirement medical, compensation time, and other employment attributes. The agreements of Connie and myself are more aligned with the norms that we are establishing. For these two agreements, you can see the mark-ups with what has changed in the restated agreements from three years ago. In short, the changes match the AFSCME agreement (3.3% wage increase, 1% increase to defined contribution, an increase to healthcare savings program, & Veterans' Day). In addition, the Clerk stipend and car allowance (myself & Rob) is increasing.

As with AFSCME, I believe these are solid and competitive agreements that provide some good increases to employees. While these may not pace inflation, it is the safest the city can offer given our anticipated funding levels.

✓ **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 (23rd), July (28th), August (25th), and September (22nd). 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 26th was cancelled due to weather. As of writing, I do not have a debriefing on the June 23 event.

✓ **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 from 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 25th. 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)*

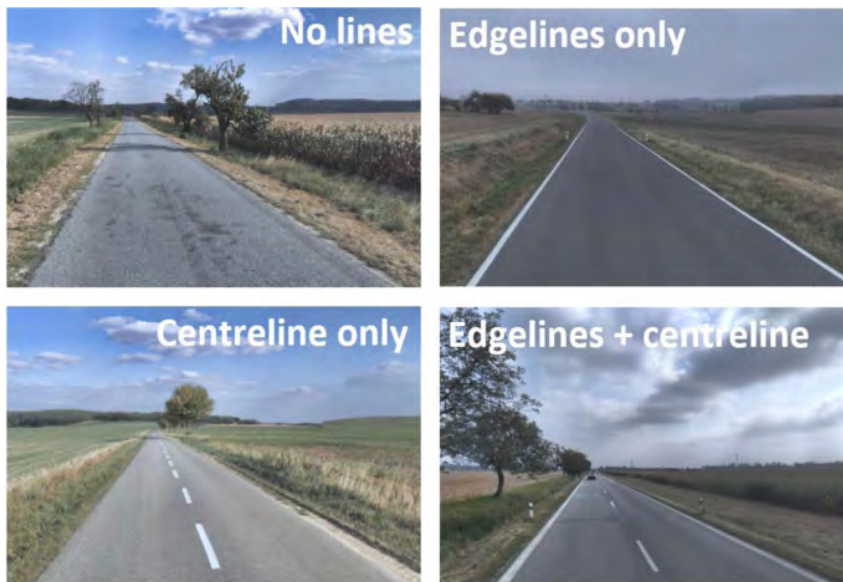
There continues to be an initiative to add a stop sign on Ingalls Street. I am including an opinion from Metro PD on the matter soon. Their report indicates that there are no pressing safety concerns. Keep in mind that all streets and intersections pose a danger. However, their findings do not indicate 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.



✓ **MICHIGAN PENSION FINANCIAL SUPPORT (Update)**

Similar to the ARPA funds for first responders, it appears the state has overlooked the ability of authorities to participate. This was remedied with previous legislation. I have reached out to the MML lobbyist that is working on this to ensure the Metro Police Authority is included. They are working on it and agree that it should be included. The previous report follows.

The Michigan House of Representative passed [HB 5054](#) 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 bitter 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.

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

✓ **MONTHLY REPORTS** (*Update*)

We have routine departmental reports for review.

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

✓ **PLANNING COMMISSION** (*No Change of Status*)

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 5th. Since there is currently no business, and that follows the weekend of the 4th, I suspect there will not be a July meeting.

✓ **DOWNTOWN DEVELOPMENT AUTHORITY** (*No Change of Status*)

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 June meeting. The ZBA met on March 16th 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 15th.

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

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 13th.

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** (*Update*)

The Board of Review will meet next on July 19th at 3:00 p.m. This meeting is only for correction of qualified errors and to consider appeals related to the principal residence exemption, qualified agricultural exemption, taxable value uncapping, the

qualified start-up business exemption, the disabled veteran's exemption, and the poverty exemption.

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

The county is behind on the ballot process. The county apologized for the delay and informed all the clerks that the timeline is unacceptable, and they will be taking steps to ensure that it won't happen again. The ballot order should be sent to the printer Friday, June 24th. We have not been informed of an expected delivery date as of writing this. As soon as the ballots are received testing will begin. As soon as testing is done the ballots will be mailed.

✓ **DEPARTMENT OF COMMUNITY SERVICES UPDATE (Update)**

- Morrish Road is expected to be substantially completed sometime the week of 6/27- 7/1 this will include final road striping and fully open to traffic.
- The trail project is complete through Elms Park. There has been a slow down on the project in order to navigate water service curb box relocates, hydrant and utility pole relocates. Project is still expected to be complete middle of July..
- The water tower has been inspected. A cover has come off the top so we are seeking to replace that as fast as possible. Repairs were made to the cover and Dixon will get reinstalled ASAP.
- We have been lucky enough to hire 3 young adults for summer help. These young adults are proving to be excellent help in doing many things at the parks and throughout the city.
- Our local paving projects should be starting the week after July 4th week.. 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. Some pre work has been done already: catch basin repairs, installed an edge drain on the north side of Bristol road, there is a section of Bristol road that has an extremely bad base and we are going to remove the existing base and stone in a new base. We hope this work will allow the new pavement to last for many years.
- We had Dawe's build a walking path at Elm's park which we will call phase I. The path extends from the south side of the park at the sidewalk on Elms Rd. east along the southern edge of the park and leads to the park roadway near the cell tower. This path will allow walkers to make loops around the perimeter of the park using the walking trail, the driveway, the new trail and the sidewalk on Elms. Phase II will extend eastward around the practice athletic field and tie into the new bike trail on the northeastern end of the park allowing for a much larger loop to be walked.
- We are currently removing diseased scotch pine trees from Senior Center/Library and Pajitas Theater. There are 16 total that need to come down. The contractor completed 12 and still has the 4 behind the library to complete. I'm told the trees are infested with a "pine borer" which is having similar effects on our pine trees as the Emerald Ash Borer did years ago on Ash trees.

✓ **TREASURER UPDATE (Update)**

Preparation of the 2022 tax roll is completed. We are waiting for Mott Community College to hold their truth in taxation hearing on Monday June 27, 2022, and approve their millage rates. Once we receive a signed copy of their L-4029 tax bills will be

finalized. Preliminary work for the fiscal year-end June 30, 2022, continues. 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

✓ **GRANT WRITER** (*Business Item*)

At the last park board meeting, there was discussion concerning the benefits of a grant writer. This is not something we have seriously considered in the past, however, Mundy Township appears to be anticipating some great funding success through such an engagement.

As it happens, the city has been very successful with state and federal awards (Transportation Alternatives, DNR Trust Fund, Recreation Passport, RRC support, MEDC Match on Main, Safe Routes to School, Genesee County ARPA, CDBG, etc). However, we have virtually zero influence when it comes to regional/national foundation awards, as well as direct state/federal political allocations. This is something worth looking into.

To fund Otterburn Park and the new pavilion, I submitted an application to Mr. Kildee's office for direct financial support under one of the federal line-item appropriations that they requested projects for inclusion. We did not make the cut, but we were told, with confidence, to apply next year. The award would be about \$500,000. This is uncharted and very valuable territory for us, and I wish to ensure we are successful with such an important and large investment.

As such, I reached out to the grant writer that Mundy Township utilizes. I had a very thorough conversation about our successes and next-level aspirations. We both believe there is an opportunity to capitalize on funding Otterburn Park (or other notable investments). To that end, I requested a professional service agreement that would serve to have her support our application in 2023. Such a proposal is attached. I am placing this on the agenda for discussion only, since this is territory we have not previously covered. I will further explain the matter and see where council wishes to go.

✓ **APPOINTMENTS** (*Business Item*)

November, especially after a new council is seated, is when we see the most appointments due to expire. We also have a number that expire at the end of each fiscal year. This year is no different, with portions of most major boards going through their cycles. As of writing, most appointments are mutually agreeable to continue. However, we do have a vacancy to fill on the DDA and Planning Commission.

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.

Concerts, Movies, and Slip and Slide: Summer is in full swing. Tuesday concerts started on June 21st. The first full car show, including Miller closure, is to be on the 23rd. Lastly, we have the first of two Family Movie Nights slated for Friday, June 24th at Holland Square. The title is Dog. We will continue to monitor these events, as well as the Saturday market so we may learn how to best accommodate the new slate of downtown events.

Seymour Road: When Seymour Road is marked after resurfacing, we intend to direct the contractor to place the double-yellow in the center and to provide edge line markings for the lanes. This will provide a small shoulder of sorts and narrower lanes for traffic calming purposes. Since the on-street parking is a thing of the past, this does not alter the functionality of the road.

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, June 27, 2022, 7:00 P.M.**

Motion No. 220627-4A **MINUTES – JUNE 13, 2022**

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, June 13, 2022, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 220627-5A **AGENDA APPROVAL**

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of June 27, 2022, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 220627-6A **CITY MANAGER’S REPORT**

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of June 27, 2022, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 220627-8A **RESOLUTION TO APPROVE THE CITY CLERK
PROFESSIONAL SERVICE AGREEMENT**

Motion by Councilmember: _____

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

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

WHEREAS, the City and the Clerk have established terms and conditions for employment with and Amended and Restated labor Agreement Between the City of Swartz Creek and the Swartz Creek Supervisors Association; and

WHEREAS, the Association has dissolved with the mutual consent of all participating members and the City, and the Clerk and City desire to set terms and conditions of employment with a professional services agreement; and

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

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek approve the Agreement between the City of Swartz Creek and Connie Olger 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. 220627-8B

RESOLUTION TO APPROVE THE TREASURER PROFESSIONAL SERVICE AGREEMENT

Motion by Councilmember: _____

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

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

WHEREAS, the City and the Treasurer have established terms and conditions for employment with and Amended and Restated labor Agreement Between the City of Swartz Creek and the Swartz Creek Supervisors Association; and

WHEREAS, the Association has dissolved with the mutual consent of all participating members and the City, and the Treasurer and City desire to set terms and conditions of employment with a professional services agreement; and

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

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek approve the Agreement between the City of Swartz Creek and Deanna Korth as included herein,

and further authorize the Mayor and City Clerk to execute the agreement on behalf of the City.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 220627-8C

RESOLUTION TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH THE CITY MANAGER

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek City Council approved the agreement with Adam Zettel, the City Manager on December 3, 2013, as amended and restated on June 24, 2019, to provide for conditions and provisions of employment; and

WHEREAS, the conditions of employment for department heads and exempt employees have changed due to the implementation of the Employee Handbook and dissolution of the Supervisors Association, and;

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

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

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 220627-8D

COMMISSION APPOINTMENTS

Motion by Councilmember: _____

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

WHEREAS, there exist vacancies in a number of said positions; and

WHEREAS, said appointments are Mayoral appointments, subject to affirmation of the City Council.

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

- | | | |
|--------------|--|--------------------------|
| #220627-8D1 | <u>MAYOR APPOINTMENT:</u>
Park and Recreation Advisory Board, Citizen
Three year term, expiring June 30, 2025 | Mark Gonyea |
| #220627-8D2 | <u>MAYOR APPOINTMENT:</u>
Park and Recreation Advisory Board, Citizen
Three year term, expiring June 30, 2025 | George Hicks |
| #220627-8D3 | <u>MAYOR APPOINTMENT:</u>
Downtown Development Authority
Four year term, expiring June 30, 2026 | Roger Sharp |
| #220627-8D4 | <u>MAYOR APPOINTMENT:</u>
Downtown Development Authority
Four year term, expiring June 30, 2026 | Robert Plumb |
| #220627-8D5 | <u>MAYOR APPOINTMENT:</u>
Planning Commission
Three year term, expiring June 30, 2025 | Thomas Currier |
| #220627-8D6 | <u>MAYOR APPOINTMENT:</u>
Planning Commission
Three year term, expiring June 30, 2025 | Bud Grimes |
| #220627-8D7 | <u>MAYOR APPOINTMENT:</u>
Planning Commission
Three year term, expiring June 30, 2025 | _____ |
| #220627-8D8 | <u>MAYOR APPOINTMENT:</u>
Board of Review
Three year term, expiring June 30, 2025 | Richard Ballreich |
| #220627-8D9 | <u>MAYOR APPOINTMENT:</u>
Board of Review
Three year term, expiring June 30, 2025 | Wanda Tyler |
| #220627-8D10 | <u>MAYOR APPOINTMENT:</u>
Zoning Board of Appeals
Three year term, expiring June 30, 2025 | Tom Wyatt |
| #220627-8D11 | <u>MAYOR APPOINTMENT:</u>
Zoning Board of Appeals Alternate
Three year term, expiring June 30, 2025 | George Hicks |

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 220627-11A

ADJOURN

Motion by Councilmember: _____

I Move the Swartz Creek City Council adjourn the regular council meeting of June 27, 2022.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 06/13/2022**

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

Councilmembers Absent: None.

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

Others Present: Marcia Pavkovich, Bruce & Virginia Sepanak.

Others Virtually Attended: Lania Rocha.

APPROVAL OF MINUTES

Resolution No. 220613-01 **(Carried)**

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 23, 2022, to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 220613-02 **(Carried)**

Motion by Councilmember Henry
Second by Councilmember Cramer

I Move the Swartz Creek City Council approve the Agenda as, printed for the Regular Council Meeting of June 13, 2022, to be circulated and placed on file.

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

CITY MANAGER'S REPORT

Resolution No. 220613-03

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Florence

I Move the Swartz Creek City Council accept the City Manager's Report of June 13, 2022, including reports and communications to be circulated and placed on file.

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

MEETING OPENED TO THE PUBLIC:

Virginia Sepanak , candidate for County Commissioner 8th District, introduced herself and spoke of her background and political views.

COUNCIL BUSINESS:

RESOLUTION TO APPROVE THE FISCAL YEAR 2022-2023 CITY BUDGET BOOK

Resolution No. 220613-04

(Carried)

Motion by Mayor Pro Tem Hicks
Second by Councilmember Florence

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.

Discussion Ensued.

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

RESOLUTION TO AMEND AND RESTATE CITY-WIDE RATES, FEES, AND CHARGES

Resolution No. 220613-05

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Henry

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>	<u>Fine</u>
(a)	Parking too far from curb	\$ 40.00
(b)	Angle parking violations	\$ 40.00

(c) Obstructing traffic \$ 40.00

Prohibited parking (signs un-necessary)

(d) On sidewalk \$ 40.00
(e) In front of drive \$ 40.00
(f) Within intersection \$ 40.00
(g) Within 15 feet of hydrant \$ 40.00
(h) On crosswalk \$ 40.00
(i) Within 20 feet of crosswalk or 15 feet of corner lot lines \$ 40.00
(j) Within 30 feet of street side traffic sign or signal \$ 40.00
(k) Within 50 feet of railroad crossing \$ 40.00
(l) Within 20 feet of fire station entrance \$ 40.00
(m) Within 75 feet of fire station entrance on opposite side of street (signs required) \$ 40.00
(n) Beside street excavation when traffic obstructed \$ 40.00
(o) Double parking \$ 40.00
(p) On bridge of viaduct or within tunnel \$ 40.00
(q) Within 200 feet of accident where police in attendance \$ 40.00
(r) In front of theater \$ 40.00
(s) Blocking emergency exit \$ 40.00
(t) Blocking fire escape or fire lane \$ 50.00
(u) In a handicapped space \$100.00
(v) In prohibited zone (signs required) \$ 40.00
(w) In alley (signs required) \$ 40.00

Parking for prohibited purpose

(x) Displaying vehicle for sale \$ 40.00
(y) Working or repairing vehicle \$ 40.00
(z) Displaying advertising \$ 40.00
(aa) Selling merchandise \$ 40.00
(bb) Storage over 48 hours \$ 40.00

(cc) Wrong side boulevard roadway \$ 40.00
(dd) Loading zone violation \$ 40.00
(ee) Bus, parking other than bus stop \$ 40.00
(ff) Taxicab, parking other than cab stand \$ 40.00
(gg) Bus, taxicab stand violations \$ 40.00
(hh) Failure to set brakes \$ 40.00
(ii) Parked on grade wheels not turned to curb \$ 40.00
(jj) Parked on lawn extension within right of way \$ 40.00
(kk) Parked on front lawn \$ 40.00

All \$40.00 violations not paid within 20 days will be assessed 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. Chapter 2: Liability for Expense of an Emergency Response (Alcohol Related Arrests, Accidents)

- A. A cost of \$150 shall be assessed to each defendant convicted of O.U.I.L. – O.U.I.D or O.W.I. The cost recovery shall be collected as a part of the fines and costs set by the 67th 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 67th 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	\$50.56/hour
Officer Overtime	\$61.87/hour
Police Car	\$15.00/hour

4. Chapter 5: Cemetery Lots - Purchase

The cost for purchase of cemetery lots will be \$600.00 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

Elms Park

Pavilion #1	\$ 70.00
Pavilion #2	\$ 120.00
Pavilion #3	\$ 70.00
Pavilion #4	\$ 120.00

Abrams Park

Pavilion #1	\$ 70.00
Pavilion #2	\$ 70.00
Pavilion #3	\$ 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

Readiness to serve charge

5/8", 3/4", 1"	\$57.45
1.5"	\$229.66
2"	\$367.47
3"	\$689.00
4"	\$1,148.34
6"	\$2,296.67

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

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 and/or turned back on pursuant to account delinquency, the fee shall be Forty Dollars (\$40.00) per turn off and Forty Dollars (\$40.00) per turn on. 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:

Bulk Water Purchases

1 cubic ft. = 7.4805

Gallons

Gallons	Cubic ft.	Cost
3,740	499.96658	\$104.00
5,000	668.40452	\$116.00
10,000	1336.809	\$160.00
15,000	2005.2136	\$204.00
20,000	2673.6181	\$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 \$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 sq. foot computation:	
Plan review and administration base fee	\$75
(plus \$50.00 for each inspection)	
Additional inspections	\$75
Certificate of Occupancy	\$50
Work Commencing Before Permit Issuance	\$75

B. Electrical Inspection Fees

Application Fee (non-refundable)	\$65
Work Commencing Before Permit Issuance	\$75

New Residential Electrical System

Up to 1,500.00 sq. foot	\$80.00
1,501 to 3,500 sq. foot	\$130.00
Over 3,500 sq. foot	\$180.00

Service

Through 200 Amp.	\$10
Over 200 Amp. thru 600 Amp.	\$15
Over 600 Amp. thru 800 Amp.	\$20
Over 800 Amp. thru 1200 Amp.	\$50
Over 1200 Amp. (GFI only)	\$75

Circuits	\$5
Lighting Fixtures-per 25	\$5
Dishwasher	\$5
Furnace-Unit Heater	\$5
Electrical-Heating Units (baseboard)	\$4
Power Outlets (ranges, dryers, etc.)	\$7
<u>Signs</u>	
Unit	\$6
Letter	\$10
Neon-each 25 feet	\$20
Feeders-Bus Ducts, etc.-per 50'	\$6
Mobile Home Park Site	\$5
Recreational Vehicle Park Site	\$5
<u>K.V.A. & H.P.</u>	
Units up to 20	\$4
Units 21 to 50 K.V.A. or H.P.	\$6
Units 51 K.V.A. or H.P. & over	\$10
<u>Fire Alarm Systems (excl. smoke detectors)</u>	
Up to 10 devices	\$50
11 to 20 devices	\$100
Over 20 devices	\$5 each
Low voltage - Per opening (devices)	\$5 each
Energy Retrofit-Temp. Control	\$45
Conduit only or grounding only	\$45
<u>Inspections</u>	
Special/Safety Insp. (includes cert. fee)	\$65
Additional Inspection	\$65
Final Inspection	\$65
Certification Fee	\$25
C. Mechanical Inspection Fees	
Application Fee (non-refundable)	\$65
Work Commencing Before Permit Issuance	\$75
<u>Residential Heating System</u>	
(Includes duct & pipe)	
Up to 1,500 sq. feet	\$80
1,501 to 3,500 sq. feet	\$130
Over 3,500 sq. feet	\$180
Gas/Oil Burning Equipment Under 400,000 In	\$30
Gas/Oil Burning Equipment Under 400,000 In	\$40
Boiler	\$30
Water Heater	\$5
Damper/Flue	\$5
Solid Fuel Equip. (includes chimney)	\$30

Gas Burning Fireplace	\$30
Chimney, factory built (installed separately)	\$25
Solar; set of 3 panels-fluid transfer (includes piping)	\$20
Gas piping; each opening-new installation (residential)	\$5
Air Conditioning (includes split systems)	
1.5hp to 15 hp	\$30
Over 15 hp	\$50
Heat Pumps (complete residential)	\$30
Dryer, Bath & Kitchen Exhaust	\$5
<u>Tanks</u>	
Aboveground	\$20
Aboveground Connection	\$20
Underground	\$20
Underground Connection	\$20
Humidifiers/Air Cleaners	\$5
<u>Piping</u>	
Piping-minimum fee \$25	\$.05/ft
Process piping	\$.05/ft
Duct-minimum fee \$25	\$.10/ft
Heat Pumps; Commercial (pipe not included)	\$20
<u>Air Handlers/Heat Wheels</u>	
Conversion Burners (oil)	\$30
Commercial Hoods/Exhausters	\$15
Heat Recovery Units	\$10
V.A.V. Boxes	\$10
Unit Ventilators	\$10
Unit Heaters (terminal units)	\$15
<u>Fire Suppression/Protection/Other</u>	
(includes piping) –minimum fee \$20	\$.75/head
Limited Area Suppression (per head)	\$2
Fire Suppression Hood (per head)	\$4
Evaporator Coils	\$30
Refrigeration (split system)	\$30
Chiller	\$30
Cooling Towers	\$30
Compressor/Condenser	\$30
Manufactured Chimney	\$25
Exhaust Fans	\$20
Multi Zone Self Contained Units	\$25
Through Wall Units	\$25
Ranges (gas)	\$20
<u>Inspections</u>	
Special/Safety Insp. (includes cert. fee)	\$65
Additional Inspection	\$65
Final Inspection	\$65
Certification Fee	\$25

D. Plumbing Inspection Fees

Application Fee (non-refundable)	\$65
Work Commencing Before Permit Issuance	\$75

New Residential Plumbing System

Up to 1,500 sf	\$80
1,501 to 3,500 sf	\$130
Over 3,500 sf	\$180

Mobile Home Park Site	\$5 each
Fixtures, floor drains, special drains,	\$4 each
Water connected appliances	\$4 each
Stacks (soil, waste, vent and conductor)	\$2 each
Sewage ejectors, sumps	\$5 each
Sub-soil drains	\$5 each

Water Service

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

Sewers (sanitary, storm or combined)

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

Water Distributing Pipe (system)

¾" Water Distribution Pipe	\$5
1" Water Distribution Pipe	\$10
1 ¼" Water Distribution Pipe	\$15
1 ½" Water Distribution Pipe	\$20
2" Water Distribution Pipe	\$25
Over 2" Water Distribution Pipe	\$30
Reduced pressure zone back-flow preventer	\$5 each
Domestic water treatment and filtering equipment only	\$5
Medical Gas System	\$45

Inspections

Special/Safety Insp. (includes cert. fee)	\$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. Appendix B: Franchises

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

17. Miscellaneous Fees

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

A. Site Plan Review:

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

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

B. Building and Zoning:

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

C. Subdivision Review

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

19. Chapter 1: Municipal Civil Infraction Fines

<u>Civic Infraction Citation Fines:</u>	
First Offense	\$100
Second Offense	\$200
Third Offense	\$300
<u>Civic Infraction Notice Fines:</u>	
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
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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 Coverage	No charge 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:

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, Cemetery Lots)

Discussion Ensued.

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

NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE THE AFSCME LABOR AGREEMENT

Resolution No. 220613-06

(Carried)

Motion by Councilmember Pinkston
Second by Councilmember Cramer

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.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE PURCHASE AGREEMENT FOR THE SALE OF REAL PROPERTY OWNED BY THE CITY

Resolution No. 220613-07

(Carried)

Motion by Councilmember Florence

Second by Councilmember Henry

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; and

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.

Discussion Ensued.

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

RESOLUTION TO APPROVE SUBMISSION OF MILLER ROAD FEDERAL RESURFACING PROJECT FOR MDOT BUYOUT

Resolution No. 220613-08

(Carried)

Motion by Councilmember Henry
Second by Councilmember Cramer

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 GCMPC 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.

Discussion Ensued.

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

RESOLUTION TO APPROVE THE 2022 MASTER PLAN AMENDMENT

Resolution No. 220613-09

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Florence

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).

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

MEETING OPENED TO THE PUBLIC:

None.

REMARKS BY COUNCILMEMBERS:

Mayor Pro Tem Hicks the master plan, park plan and budget book all look good. Taxpayers should appreciate them they are very readable. She commends staff on the wonderful job.

Councilmember Pinkston HTD was packed downtown on Friday night. He was just curious why the salon blocked off there parking lot.

Councilmember Cramer spoke with Mr. Henry and the Veterans Memorial committee needs volunteers. There will be a fundraiser for Back the Badge at the American Legion on September 17, 2022, 12-4 p.m.

Councilmember Henry would like to nominate Mr. Zettel for the Michigan Transportation Asset Management Council award. Mr. Zettel responded he would like to nominate the city as an agency. They will put together a resolution for the next meeting for that.

Councilmember Florence mentioned 911 Camp is at the United Methodist Church June 14-16.

Mayor Krueger summer is finally here. The weather is supposed to be really hot this week.

Councilmember Hicks suggested a garbage can be put inside the playscape.

ADJOURNMENT

Resolution No. 220613-10

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Henry

I Move the Swartz Creek City Council adjourn the regular meeting at 8:13 p.m.

Unanimous Voice Vote.

David A. Krueger, Mayor

Connie Olger, City Clerk

REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK
PERIOD ENDING 05/31/2022

GL NUMBER	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 05/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 101 - General Fund					
Revenue					
000.000 - General	2,374,764.00	2,414,111.78	2,324,336.44	89,775.34	96.28
172.000 - Executive	0.00	9,350.00	9,350.00	0.00	100.00
215.000 - Administration and Clerk	30.00	30.00	0.40	29.60	1.33
301.000 - Police Dept	4,250.00	4,995.10	7,967.15	(2,972.05)	159.50
334.000 - Metro Police Authority	0.00	0.00	41,125.35	(41,125.35)	100.00
336.000 - Fire Department	0.00	0.00	14,449.79	(14,449.79)	100.00
345.000 - PUBLIC SAFETY BUILDING	26,500.00	26,500.00	24,011.02	2,488.98	90.61
371.000 - Building/Zoning/Planning	54,950.00	54,950.00	57,441.75	(2,491.75)	104.53
444.000 - Sidewalks	1,500.00	1,500.00	4,112.50	(2,612.50)	274.17
448.000 - Lighting	9,221.52	9,221.52	7,078.06	2,143.46	76.76
523.000 - Grass, Brush & Weeds	4,000.00	4,000.00	2,915.00	1,085.00	72.88
694.000 - Community Development Block Grant	37,822.50	37,822.50	1,850.00	35,972.50	4.89
728.005 - Holland Square Streetscape	40,000.00	40,000.00	40,000.00	0.00	100.00
780.500 - Mundy Twp Park Services	17,000.00	17,000.00	6,385.33	10,614.67	37.56
782.000 - Facilities - Abrams Park	140.00	140.00	210.00	(70.00)	150.00
783.000 - Facilities - Elms Rd Park	6,500.00	6,500.00	10,820.00	(4,320.00)	166.46
786.000 - Non-Motorized Trailway	813,500.00	813,500.00	0.00	813,500.00	0.00
790.000 - Facilities-Senior Center/Libr	5,300.00	5,300.00	4,975.48	324.52	93.88
TOTAL REVENUES	3,395,478.02	3,444,920.90	2,557,028.27	887,892.63	
Expense					
000.000 - General	13,520.00	13,520.00	12,392.05	1,127.95	91.66

GL NUMBER	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 05/31/2022	AVAILABLE BALANCE	% BDGT USED
101.000 - Council	25,448.50	25,269.07	22,136.19	3,132.88	87.60
172.000 - Executive	114,594.96	141,917.82	132,664.52	9,253.30	93.48
215.000 - Administration and Clerk	30,870.00	30,870.00	21,559.57	9,310.43	69.84
228.000 - Information Technology	17,000.00	17,000.00	18,470.03	(1,470.03)	108.65
247.000 - Board of Review	2,520.00	2,520.00	2,265.93	254.07	89.92
253.000 - Treasurer	100,265.60	100,265.60	86,387.23	13,878.37	86.16
257.000 - Assessor	45,016.00	70,016.00	49,465.19	20,550.81	70.65
262.000 - Elections	36,122.00	36,122.00	18,610.90	17,511.10	51.52
265.000 - Facilities - City Hall	26,150.76	35,062.26	23,695.73	11,366.53	67.58
266.000 - Legal Council	18,000.00	18,000.00	15,309.13	2,690.87	85.05
301.000 - Police Dept	7,900.00	7,951.00	11,775.90	(3,824.90)	148.11
301.266 - Legal Council PSFY	17,000.00	17,000.00	19,460.00	(2,460.00)	114.47
301.851 - Retiree Employer Health Care PSFY	21,000.00	21,000.00	21,455.69	(455.69)	102.17
334.000 - Metro Police Authority	1,060,000.00	1,060,000.00	1,086,988.50	(26,988.50)	102.55
336.000 - Fire Department	160,634.00	172,748.63	158,303.86	14,444.77	91.64
345.000 - PUBLIC SAFETY BUILDING	34,932.96	34,593.46	29,584.30	5,009.16	85.52
371.000 - Building/Zoning/Planning	138,690.12	162,425.12	142,126.29	20,298.83	87.50
444.000 - Sidewalks	1,200.00	1,200.00	5,260.00	(4,060.00)	438.33
448.000 - Lighting	106,000.00	106,000.00	82,809.36	23,190.64	78.12
523.000 - Grass, Brush & Weeds	1,200.00	1,200.00	995.00	205.00	82.92
567.000 - Facilities - Cemetery	2,083.16	2,083.16	1,113.27	969.89	53.44
694.000 - Community Development Block Grant	39,832.50	39,581.25	11,231.34	28,349.91	28.38
728.000 - Economic Development	350.00	650.00	427.44	222.56	65.76

GL NUMBER	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 05/31/2022	AVAILABLE BALANCE	% BDGT USED
780.000 - Parks & Recreation	7,944.90	22,944.90	7,213.51	15,731.39	31.44
780.500 - Mundy Twp Park Services	7,483.00	7,483.00	6,424.26	1,058.74	85.85
782.000 - Facilities - Abrams Park	37,830.05	39,230.05	20,875.09	18,354.96	53.21
783.000 - Facilities - Elms Rd Park	83,812.94	94,012.94	60,535.28	33,477.66	64.39
786.000 - Non-Motorized Trailway	824,200.00	860,745.31	22,845.31	837,900.00	2.65
788.000 - Otterburn Disc Golf Park	10,000.00	10,000.00	1,729.90	8,270.10	17.30
790.000 - Facilities-Senior Center/Libr	32,340.34	39,668.75	29,200.95	10,467.80	73.61
794.000 - Community Promotions Program	48,244.20	48,244.20	31,067.91	17,176.29	64.40
797.000 - Facilities - City Parking Lots	6,800.00	6,800.00	8,687.24	(1,887.24)	127.75
851.000 - Retired Employee Health Care	21,000.00	21,000.00	14,678.24	6,321.76	69.90
965.000 - Transfers Out	250,000.00	250,000.00	250,000.00	0.00	100.00
TOTAL EXPENDITURES	3,349,985.99	3,517,124.52	2,427,745.11	1,089,379.41	
Fund 101 - General Fund:					
TOTAL REVENUES	3,395,478.02	3,444,920.90	2,557,028.27	887,892.63	74.23
TOTAL EXPENDITURES	3,349,985.99	3,517,124.52	2,427,745.11	1,089,379.41	69.03
NET OF REVENUES & EXPENDITURES	45,492.03	(72,203.62)	129,283.16	(201,486.78)	
Fund 202 - Major Street Fund					
Revenue					
000.000 - General	525,080.00	525,080.00	684,171.85	(159,091.85)	130.30
441.000 - Miller Rd Park & Ride	5,000.00	5,000.00	2,348.43	2,651.57	46.97
474.000 - Traffic Services	0.00	0.00	12,625.00	(12,625.00)	100.00
478.000 - Snow & Ice Removal	2,100.00	2,100.00	3,229.09	(1,129.09)	153.77
931.000 - Transfers IN	575,000.00	575,000.00	575,000.00	0.00	100.00
TOTAL REVENUES	1,107,180.00	1,107,180.00	1,277,374.37	(170,194.37)	
Expense					
228.000 - Information Technology	1,225.00	1,225.00	949.94	275.06	77.55
429.000 - Occupational Safety	0.00	0.00	226.22	(226.22)	100.00

GL NUMBER	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 05/31/2022	AVAILABLE BALANCE	% BDGT USED
441.000 - Miller Rd Park & Ride	6,126.15	6,126.15	3,548.87	2,577.28	57.93
449.500 - Right of Way - General	15,000.00	15,000.00	34.48	14,965.52	0.23
449.501 - Right of Way - Storms	25,000.00	25,000.00	0.00	25,000.00	0.00
452.100 - Safe Routes to School Grant	113,200.00	130,386.31	43,857.58	86,528.73	33.64
453.105 - Fairchild-Cappy to Miller TIP	0.00	56.84	56.84	0.00	100.00
454.000 - Major Streets Projects	175,700.00	193,550.00	38,465.08	155,084.92	19.87
463.000 - Routine Maint - Streets	156,558.87	156,686.67	56,722.45	99,964.22	36.20
463.307 - Oakview - Seymour to Chelmsford	489,192.92	690,626.17	690,626.17	0.00	100.00
473.000 - Routine Maint - Bridges	1,500.00	1,500.00	0.00	1,500.00	0.00
474.000 - Traffic Services	59,184.00	59,184.00	19,578.84	39,605.16	33.08
478.000 - Snow & Ice Removal	57,425.00	57,425.00	47,094.91	10,330.09	82.01
482.000 - Administrative	15,707.00	15,707.00	12,213.07	3,493.93	77.76
538.500 - Intercommunity storm drains	12,500.00	18,514.00	10,472.48	8,041.52	56.57
TOTAL EXPENDITURES	1,128,318.94	1,370,987.14	923,846.93	447,140.21	
Fund 202 - Major Street Fund:					
TOTAL REVENUES	1,107,180.00	1,107,180.00	1,277,374.37	(170,194.37)	115.37
TOTAL EXPENDITURES	1,128,318.94	1,370,987.14	923,846.93	447,140.21	67.39
NET OF REVENUES & EXPENDITURES	(21,138.94)	(263,807.14)	353,527.44	(617,334.58)	
Fund 203 - Local Street Fund					
Revenue					
000.000 - General	176,535.00	167,035.00	135,360.61	31,674.39	81.04
449.000 - Right of Way Telecomm	15,000.00	15,000.00	23,938.37	(8,938.37)	159.59
478.000 - Snow & Ice Removal	1,400.00	1,400.00	2,152.73	(752.73)	153.77
931.000 - Transfers IN	100,000.00	100,000.00	100,000.00	0.00	100.00
TOTAL REVENUES	292,935.00	283,435.00	261,451.71	21,983.29	

GL NUMBER	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 05/31/2022	AVAILABLE BALANCE	% BDGT USED
Expense					
228.000 - Information Technology	1,225.00	1,225.00	949.95	275.05	77.55
429.000 - Occupational Safety	33.53	33.53	0.00	33.53	0.00
449.500 - Right of Way - General	27,500.00	27,500.00	7,484.54	20,015.46	27.22
449.501 - Right of Way - Storms	1,500.00	1,500.00	871.64	628.36	58.11
455.000 - Local Street Projects	0.00	205,344.00	39,050.00	166,294.00	19.02
463.000 - Routine Maint - Streets	283,091.05	283,140.73	53,552.35	229,588.38	18.91
463.107 - Chelmsford - Seymour to Oakview	318,712.17	460,417.43	460,417.43	0.00	100.00
474.000 - Traffic Services	18,797.00	18,797.00	3,056.82	15,740.18	16.26
478.000 - Snow & Ice Removal	42,646.00	42,646.00	38,248.25	4,397.75	89.69
482.000 - Administrative	18,325.00	18,325.00	9,159.39	9,165.61	49.98
538.500 - Intercommunity storm drains	10,000.00	16,014.00	10,472.48	5,541.52	65.40
TOTAL EXPENDITURES	721,829.75	1,074,942.69	623,262.85	451,679.84	
Fund 203 - Local Street Fund:					
TOTAL REVENUES	292,935.00	283,435.00	261,451.71	21,983.29	92.24
TOTAL EXPENDITURES	721,829.75	1,074,942.69	623,262.85	451,679.84	57.98
NET OF REVENUES & EXPENDITURES	(428,894.75)	(791,507.69)	(361,811.14)	(429,696.55)	
Fund 204 - MUNICIPAL STREET FUND					
Revenue					
000.000 - General	663,443.00	673,326.24	693,462.56	(20,136.32)	102.99
TOTAL REVENUES	663,443.00	673,326.24	693,462.56	(20,136.32)	
Expense					
905.000 - Debt Service	169,409.62	169,409.62	169,345.45	64.17	99.96
965.000 - Transfers Out	500,000.00	500,000.00	500,000.00	0.00	100.00
TOTAL EXPENDITURES	669,409.62	669,409.62	669,345.45	64.17	
Fund 204 - MUNICIPAL STREET FUND:					
TOTAL REVENUES	663,443.00	673,326.24	693,462.56	(20,136.32)	102.99
TOTAL EXPENDITURES	669,409.62	669,409.62	669,345.45	64.17	99.99
NET OF REVENUES & EXPENDITURES	(5,966.62)	3,916.62	24,117.11	(20,200.49)	

GL NUMBER	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 05/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 226 - Garbage Fund					
Revenue					
000.000 - General	431,875.00	432,123.68	438,085.36	(5,961.68)	101.38
TOTAL REVENUES	431,875.00	432,123.68	438,085.36	(5,961.68)	
Expense					
101.000 - Council	3,903.13	3,903.13	3,430.95	472.18	87.90
172.000 - Executive	8,768.24	8,768.24	7,663.59	1,104.65	87.40
215.000 - Administration and Clerk	4,476.00	4,476.00	3,580.92	895.08	80.00
228.000 - Information Technology	1,800.00	1,800.00	2,037.13	(237.13)	113.17
253.000 - Treasurer	16,979.60	20,742.01	18,892.84	1,849.17	91.08
257.000 - Assessor	800.00	800.00	0.00	800.00	0.00
265.000 - Facilities - City Hall	4,939.28	7,179.91	5,598.25	1,581.66	77.97
528.000 - Sanitation Collection	324,932.08	324,932.08	262,812.63	62,119.45	80.88
530.000 - Wood Chipping	55,129.08	55,529.16	38,760.91	16,768.25	69.80
782.000 - Facilities - Abrams Park	7,731.00	7,731.00	9,359.52	(1,628.52)	121.06
783.000 - Facilities - Elms Rd Park	13,141.00	13,141.00	12,270.82	870.18	93.38
TOTAL EXPENDITURES	442,599.41	449,002.53	364,407.56	84,594.97	
Fund 226 - Garbage Fund:					
TOTAL REVENUES	431,875.00	432,123.68	438,085.36	(5,961.68)	101.38
TOTAL EXPENDITURES	442,599.41	449,002.53	364,407.56	84,594.97	81.16
NET OF REVENUES & EXPENDITURES	(10,724.41)	(16,878.85)	73,677.80	(90,556.65)	
Fund 248 - Downtown Development Fund					
Revenue					
000.000 - General	88,007.00	88,007.00	93,871.45	(5,864.45)	106.66
TOTAL REVENUES	88,007.00	88,007.00	93,871.45	(5,864.45)	
Expense					
173.000 - DDA Administration	2,804.00	3,804.00	3,800.51	3.49	99.91
728.002 - Streetscape	41,945.00	40,945.00	40,000.00	945.00	97.69

GL NUMBER	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 05/31/2022	AVAILABLE BALANCE	% BDGT USED
728.003 - Facade Program	12,500.00	12,500.00	0.00	12,500.00	0.00
728.004 - Family Movie Night	5,181.75	7,466.75	3,275.00	4,191.75	43.86
TOTAL EXPENDITURES	62,430.75	64,715.75	47,075.51	17,640.24	
Fund 248 - Downtown Development Fund:					
TOTAL REVENUES	88,007.00	88,007.00	93,871.45	(5,864.45)	106.66
TOTAL EXPENDITURES	62,430.75	64,715.75	47,075.51	17,640.24	72.74
NET OF REVENUES & EXPENDITURES	25,576.25	23,291.25	46,795.94	(23,504.69)	
Fund 402 - Fire Equip Replacement Fund					
Revenue					
000.000 - General	200.00	200.00	177.24	22.76	88.62
931.000 - Transfers IN	75,000.00	75,000.00	75,000.00	0.00	100.00
TOTAL REVENUES	75,200.00	75,200.00	75,177.24	22.76	
Expense					
336.000 - Fire Department	0.00	60,000.00	60,000.00	0.00	100.00
TOTAL EXPENDITURES	0.00	60,000.00	60,000.00	0.00	
Fund 402 - Fire Equip Replacement Fund:					
TOTAL REVENUES	75,200.00	75,200.00	75,177.24	22.76	99.97
TOTAL EXPENDITURES	0.00	60,000.00	60,000.00	0.00	100.00
NET OF REVENUES & EXPENDITURES	75,200.00	15,200.00	15,177.24	22.76	
Fund 590 - Sanitary Sewer Fund					
Revenue					
000.000 - General	3,000.00	3,000.00	6,416.76	(3,416.76)	213.89
536.000 - Sewer System	1,255,140.00	1,255,140.00	986,872.71	268,267.29	78.63
TOTAL REVENUES	1,258,140.00	1,258,140.00	993,289.47	264,850.53	
Expense					
101.000 - Council	13,213.82	13,101.67	8,576.39	4,525.28	65.46
172.000 - Executive	32,385.60	32,257.32	29,330.18	2,927.14	90.93
215.000 - Administration and Clerk	15,472.00	15,472.00	12,850.21	2,621.79	83.05
228.000 - Information Technology	5,625.00	5,625.00	5,642.28	(17.28)	100.31
253.000 - Treasurer	59,937.00	59,937.00	51,281.10	8,655.90	85.56

GL NUMBER	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 05/31/2022	AVAILABLE BALANCE	% BDGT USED
265.000 - Facilities - City Hall	11,542.35	17,143.91	13,883.10	3,260.81	80.98
536.000 - Sewer System	989,736.79	1,002,523.41	572,624.72	429,898.69	57.12
537.000 - Sewer Lift Stations	10,907.00	10,907.00	9,107.41	1,799.59	83.50
542.000 - Read and Bill	55,658.00	57,752.48	52,240.65	5,511.83	90.46
543.310 - Sewer District Rehabilitation	400,000.00	443,178.75	210,636.15	232,542.60	47.53
543.400 - Reline Existing Sewers	183,128.00	582,042.00	0.00	582,042.00	0.00
543.401 - Flush & TV Sewers	75,000.00	219,168.95	42,749.90	176,419.05	19.51
850.000 - Other Functions	9,400.00	9,400.00	0.00	9,400.00	0.00
TOTAL EXPENDITURES	1,862,005.56	2,468,509.49	1,008,922.09	1,459,587.40	
Fund 590 - Sanitary Sewer Fund:					
TOTAL REVENUES	1,258,140.00	1,258,140.00	993,289.47	264,850.53	78.95
TOTAL EXPENDITURES	1,862,005.56	2,468,509.49	1,008,922.09	1,459,587.40	40.87
NET OF REVENUES & EXPENDITURES	(603,865.56)	(1,210,369.49)	(15,632.62)	(1,194,736.87)	
Fund 591 - Water Supply Fund					
Revenue					
000.000 - General	1,100.00	1,100.00	6,971.95	(5,871.95)	633.81
540.000 - Water System	2,184,700.00	2,184,700.00	1,680,998.90	503,701.10	76.94
543.230 - Water Main Repair USDA Grant	785,000.00	785,000.00	993,700.25	(208,700.25)	126.59
TOTAL REVENUES	2,970,800.00	2,970,800.00	2,681,671.10	289,128.90	
Expense					
101.000 - Council	13,208.82	13,096.67	8,576.54	4,520.13	65.49
172.000 - Executive	32,468.60	32,340.32	29,647.10	2,693.22	91.67
215.000 - Administration and Clerk	15,467.00	15,467.00	13,202.61	2,264.39	85.36
228.000 - Information Technology	5,925.00	5,925.00	5,642.29	282.71	95.23
253.000 - Treasurer	63,947.00	65,343.00	56,773.58	8,569.42	86.89
265.000 - Facilities - City Hall	12,641.35	18,242.91	14,025.39	4,217.52	76.88
540.000 - Water System	2,168,464.32	2,183,114.55	1,427,910.05	755,204.50	65.41

GL NUMBER	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 05/31/2022	AVAILABLE BALANCE	% BDGT USED
542.000 - Read and Bill	52,590.00	52,590.00	38,901.02	13,688.98	73.97
543.230 - Water Main Repair USDA Grant	1,215,556.27	1,251,061.72	1,057,371.96	193,689.76	84.52
850.000 - Other Functions	11,300.00	11,300.00	0.00	11,300.00	0.00
905.000 - Debt Service	38,997.88	45,997.88	67,356.79	(21,358.91)	146.43
TOTAL EXPENDITURES	3,630,566.24	3,694,479.05	2,719,407.33	975,071.72	
Fund 591 - Water Supply Fund:					
TOTAL REVENUES	2,970,800.00	2,970,800.00	2,681,671.10	289,128.90	90.27
TOTAL EXPENDITURES	3,630,566.24	3,694,479.05	2,719,407.33	975,071.72	73.61
NET OF REVENUES & EXPENDITURES	(659,766.24)	(723,679.05)	(37,736.23)	(685,942.82)	
Fund 661 - Motor Pool Fund					
Revenue					
000.000 - General	190,000.00	190,000.00	137,926.13	52,073.87	72.59
172.000 - Executive	0.00	0.00	4,400.00	(4,400.00)	100.00
TOTAL REVENUES	190,000.00	190,000.00	142,326.13	47,673.87	
Expense					
172.000 - Executive	9,758.00	11,199.00	10,503.97	695.03	93.79
228.000 - Information Technology	970.00	970.00	670.03	299.97	69.08
253.000 - Treasurer	7,853.00	7,853.00	7,203.01	649.99	91.72
265.100 - Facilities - City Garage	434,064.88	434,192.68	280,394.85	153,797.83	64.58
850.000 - Other Functions	18,750.00	18,750.00	0.00	18,750.00	0.00
TOTAL EXPENDITURES	471,395.88	472,964.68	298,771.86	174,192.82	
Fund 661 - Motor Pool Fund:					
TOTAL REVENUES	190,000.00	190,000.00	142,326.13	47,673.87	74.91
TOTAL EXPENDITURES	471,395.88	472,964.68	298,771.86	174,192.82	63.17
NET OF REVENUES & EXPENDITURES	(281,395.88)	(282,964.68)	(156,445.73)	(126,518.95)	

PROFESSIONAL SERVICES AGREEMENT

Between

CITY OF SWARTZ CREEK

And

**AMENDED AND RESTATED
LABOR AGREEMENT**

Between

CITY OF SWARTZ CREEK

And

SWARTZ CREEK SUPERVISORS ASSOCIATION CITY CLERK, CONNIE OLGER

JULY 1, 2019~~22~~ - JUNE 30, 2022~~25~~

This Amended and Restated Labor Agreement is made this ____ day of June 2019~~22~~, between the City of Swartz Creek, a Michigan Municipal Corporation, hereinafter referred to as the "Employer" or the "City" and ~~the Swartz Creek City Supervisor's Association~~ Connie Olger, hereinafter referred to as the "~~Association~~ Clerk."

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

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

WHEREAS, the City and the Clerk have established terms and conditions for employment with and Amended and Restated labor Agreement Between the City of Swartz Creek and the Swartz Creek Supervisors Association; and

WHEREAS, the Association has dissolved with the mutually consent of all participating members and the city, and the Clerk and City desire to set terms and conditions of employment with a professional services agreement; and

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

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

~~WHEREAS, The City and the Association are parties to that certain Labor Agreement September 24, 2018, amended and effective for the period of July 1, 2017 through June 30, 2019; and~~

~~WHEREAS, the City and the Association wish to amend that Labor Agreement; and~~

~~WHEREAS, the City and the Association request that the changes they desire to make shall be effective immediately and run through June 30, 2022; and~~

~~City Council Approved~~ Draft

1

~~June 24, 2019~~ June 16, 2022

~~WHEREAS, the City and Association recognize that this agreement is no longer the preferred instrument to maintain ongoing employment relationships, due to the continued diversification of employee needs and the removal of various positions.~~

~~NOW, THEREFORE, the City and the Association, acting through their duly authorized representatives and signatories, hereby agree that the aforesaid Labor Agreement is hereby amended and restated to read as follows:~~

SECTION NO. 1 - HEADINGS

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

SECTION NO. 2 - PURPOSE AND INTENT

~~The purpose of this agreement is to set forth terms and conditions of employment; to promote orderly and productive labor relations between the Employer and the Clerk.~~

~~The purpose of this agreement is to set forth terms and conditions of employment; to promote orderly and productive labor relations between the Employer and the Association.~~

SECTION NO. 3 - ACKNOWLEDGEMENTS

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

~~SECTION NO. 3 - RECOGNITION~~

~~Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended [MCL 423.201, et seq], as amended, the Employer does hereby recognize the Association as the sole, exclusive representative for the purposes of collective bargaining with respect to the rates of pay, wages, hours of employment and other terms and conditions of employment during the term of this Agreement for those Association members including:~~

~~UNIT I - City Clerk, City Treasurer-Office Manager, Assessor, Police Chief - Director of Public Safety, Department of Public & Community Services Director, excluding the City Manager.~~

~~UNIT II - Police Sergeant / Lieutenant Code Enforcement Officer, Public Services Foreman, Deputy Finance Officer, and all other deputies, excluding the City Manager.~~

~~The above language is not intended to limit additions, deletions, combinations or titles from UNIT I or II by mutual agreement.~~

~~For the life of this agreement, the Employer and the Association agree to the following positions /combined positions, the job descriptions for which shall be kept on file with the City Manager's Office: City Clerk; City Treasurer-Office Manager; Director of Public & Community Services; Chief of Police – Director of Public Safety; Police Lieutenant.~~

~~The Employer and the Association shall continue to be autonomous as certified by MERC (See paragraphs above) and may bargain separately and/or individually in any future negotiations when requested by either said Employer or Association.~~

SECTION NO. 4 - CHARTER REQUIREMENTS

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

SECTION NO. 4 – MANAGEMENT RIGHTS

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

~~A).— Of exclusive management and control of the governmental system, its property, facilities, operations, and affairs.~~

~~B).— To hire employees, determine their qualifications, conditions of employment, dismissal, demotion, suspension, or layoff; to create, combine, separate, schedule, transfer or promote supervisory employees and/or positions; to determine the size of the working force; and to assign duties to, and to direct all employees;~~

~~C).— To make and change rules and regulations not inconsistent with the terms and conditions of employment set forth in the provisions of this agreement.~~

~~D).— To determine services, supplies and equipment; to determine all methods and means of distributing, dissemination or selling its services, methods, scheduling, and standards of operation; to determine the means, methods, and processes of carrying on its services and duties; and to determine any changes in all of the preceding, including innovative programs and practices.~~

~~— E).— To subcontract the performance of services, but not to erode the work force.~~

~~— F).— To determine the number and location or relocation of its facilities.~~

~~G).— To determine all financial practices and policies, including all accounting procedures, and all matters pertaining to public relations of the City of Swartz Creek.~~

~~H).— To determine the size of the management organization, its functions, authority, amount of supervision and table or organization.~~

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

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

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

~~B).— When Deductions Begin~~

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

~~C).— Remittance of Dues to Financial Officer~~

~~Deductions pursuant to paragraph (b) above shall be remitted to the designated financial officer of the Association with a list of those from whom dues have been deducted as soon as possible after the first day of the following month.~~

~~D).— Termination of Check-Off~~

~~An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Association will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.~~

~~E).— Disputes Concerning Membership~~

~~Any dispute arising as to an employee's membership in the Association shall be reviewed by the designated representative of the Employer and a representative of the Association, and if not resolved may be decided at the STEP TWO of the grievance procedure.~~

~~F).— Limit of Employer's Liability~~

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

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

~~G).— Authorization of Dues Check-Off Form~~

~~Following is the form for the Authorization of Dues Check-Off:~~

~~SWARTZ CREEK CITY SUPERVISOR'S ASSOCIATION
Swartz Creek, Michigan 48473 Effective Date _____~~

~~To: City of Swartz Creek, Payroll Department~~

~~From: _____~~

~~I hereby request and authorize you to deduct from my earnings every two weeks an amount sufficient to provide for the regular payment of current rate of Association dues established by the Swartz Creek City Supervisor's Association. The Association shall certify the amount and any change in such amount shall be certified by the Association. The amount deducted shall be paid to the Secretary-Treasurer of the Association on a monthly basis.~~

~~() Regular Membership () Agency Shop Fee~~

~~Street Address _____~~

~~City-State-Zip Code _____~~

~~Member's Signature _____~~

SECTION NO. 5 - SALARY

Commencing on July 1, 2022, the Clerk shall receive a salary of Fifty Thousand One Hundred Seventy-One Dollars (\$50,171) per year. The salary shall increase by the State of Michigan Department of Treasury Property Tax Inflationary Adjustment Factor or 2%, whichever is more, effective July 1, 2023 and by the State of Michigan Department of Treasury Property Tax Inflationary Adjustment Factor or 2%, whichever is more, on July 1, 2024. All such salary shall be paid in a manner similar to other employees, specifically salary department heads and supervisor's.

The City Clerk shall be compensated with a \$7,500 annual stipend, paid with the first regular pay roll on or after July 1 of each calendar year, for maintaining a current status as a Certified Michigan Municipal Clerk.

SECTION NO. 6 - ANNUAL SALARIES AND JOB DESCRIPTIONS

~~A).— Updated job descriptions approved by the Employer and Association will remain in force during the life of this Agreement and may be further updated by the City Manager and the Association by mutual agreement.~~

~~B).— It is hereby agreed the annual rate of pay for members of the Bargaining Unit effective from and after July 1, 2016 shall be as follows:~~

<u>Position</u>	<u>July 1, 2018</u>	<u>July 1, 2019</u>	<u>July 1, 2020</u>	<u>July 1, 2021</u>
-----------------	---------------------	---------------------	---------------------	---------------------

City Clerk	\$44,880	\$45,781	\$47,154	\$48,568
Treasurer-Office Manager	\$68,845	\$70,221	\$72,322	\$74,485
Director of Public and Community Services	\$62,960	\$64,210	\$66,144	\$68,120
Assessor-Code Enforcement Officer	NA	NA	NA	NA
Chief of Police	NA	NA	NA	NA
Police Lieutenant	NA	NA	NA	NA

~~C).— It is agreed that in the event that the position of a deputy or a police supervisor to any member of the bargaining unit is filled, the annual rate of such positions shall be negotiated between the parties.~~

~~D).— It is agreed that the wage scale provided above applies to present members of the bargaining unit and if a vacancy occurs in any position, the Employer reserves the right to fill such vacancy at whatever beginning rate the Employer may so determine.~~

~~E).— The City Clerk shall be compensated with a \$6,000 annual stipend, paid with the first regular pay roll on or after July 1 of each calendar year, for maintaining a current status as a Certified Michigan Municipal Clerk.~~

SECTION NO. ~~76~~ - COMPENSATORY TIME/OVERTIME

~~A). In consideration of the fact that positions in the bargaining unit, with the exception of the Police Lieutenant, are not entitled to overtime pay, the Police Chief, The City Clerk, and the Department of Public and Community Services Director may receive compensatory time off upon application to the City Manager. The City Manager may grant or deny such request at his/her discretion. Nothing contained herein relative to compensatory time off shall operate or be interpreted to create a vested right to compensatory time off or to accumulate or be paid for such time or overtime. In addition, the City Manager may grant flex or split shift allowances upon request, so long as such time falls within the same pay period.~~

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

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

SECTION NO. ~~8~~ - LONGEVITY PAY

~~Eliminated in October, 2004.~~

SECTION NO. 7 - VACATIONS

A). The Clerk will earn credit towards vacation with pay in accordance with the following schedule during the calendar year for use after January 1st of the following calendar year.

<u>Completed Years of Service</u>	<u>Annual Maximum</u>
<u>0</u>	<u>10 Days</u>
<u>1</u>	<u>15 Days</u>
<u>5</u>	<u>20 Days</u>
<u>20</u>	<u>25 Days</u>

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

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

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

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

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

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

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

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

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

SECTION NO. 9 – VACATIONS

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

~~All existing employees, and all newly hired employees beginning with their second calendar year of employment, will earn credit towards vacation with pay in accordance with the following schedule during the calendar year for use after January 1st of the following calendar year.~~

Completed Years of Service	Annual Maximum
0	10 Days
4	15 Days
5	20 Days
20	25 Days

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

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

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

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

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

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

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

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

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

SECTION NO. ~~408~~ - HOLIDAY PROVISIONS

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

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

SECTION NO. ~~419~~ - SICK/ACCIDENT COVERAGE AND ABSENT LEAVE

A). A sickness, accident or disability insurance policy, consisting of Short Term Disability (STD, 26 weeks or less), and Long Term Disability (LTD, 180 days to 24 months) will be provided to each full time employee under the age of sixty-five (65). Coverage shall commence on the first (1st) day of hospitalization or the first (1st) day of an accident, or on the eighth (8th) consecutive day of sickness when such sickness or accident prevents such employee from performing his or her job. Benefits will be paid in the amount of sixty (60%) percent of the employee's gross biweekly wage not to exceed One-Thousand and Three Hundred (\$1,300) Dollars for any biweekly period. Such sick, accident or disability coverage will be provided

without cost to the employee, and an employee while on sick leave will be eligible for all other benefits provided by this agreement; however, such benefits shall be determined upon the basis of the employee's rate of pay at the time of inception of the sick, accident or disability leave. Increases in salary as provided by this contract shall not operate to increase sick and accident benefits unless and until the employee shall have worked following the effective date of any such increase. Employees sixty-five years old or older shall not be eligible for this coverage.

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

C). Absent Leave. ~~All employees of the bargaining unit~~The Clerk will be allowed to be absent from work up to ninety-six (96) hours during the calendar year. ~~In consideration of the fact that positions in the bargaining unit, with the exception of the Police Lieutenant, are not entitled to overtime pay, the Finance Director-Office Manager, Treasurer-Office Manager and Police Lieutenant shall receive an additional forty (40) hours of absent time, for a total of one-hundred thirty-six (136) hours. The Positions of Finance Director-Office Manager, Treasurer and Police Lieutenant are not eligible for compensatory time.~~ Such absent leave shall be earned at the rate of eight (8) hours leave per calendar month for the positions of Police Chief, City Clerk, and the Department of Public and Community Services Director and at the rate of 11.33 hours leave per calendar month worked for the positions of City Clerk-Finance Director, Treasurer and Police Lieutenant. All such corresponding leave shall be credited on January first of each year for use during that calendar year. If said employee terminates employment during said calendar year and has used more absent leave hours than he or she has earned as of the date of termination, said employee shall reimburse the employer for the excess absent leave used, and said amount may be deducted by the City from said employee's final pay check. Absent leave will be prorated on all new hires and terminations, at the rate as defined by position herein.

D). All absent leaves shall be approved in advance by the employee's immediate supervisor and shall be used in increments of no less than one (1) hour. Employees absent due to illness shall give notice to their immediate supervisor and give said supervisor reasonable continuing information relative to the expected length of such absence. Prior to the return from any absent leave, the City may require medical documentation that the employee is capable of performing his/her job description.

~~E). If at the end of a calendar year an employee has unused absent leave, the employee shall be paid for said absent leave, up to a maximum of seventy-two (72) hours. The City Treasurer shall be paid for said absent leave, up to a maximum of one hundred twelve (112) hours. The employer shall make such payment on the 2nd payday in January of the next calendar year. Such payment shall be based on said employee's regular rate of pay in effect on the first day of the calendar year during which the unused absent leave was accrued. No unused absent leave may be carried over for use in a subsequent calendar year.~~

SECTION NO. 1210 - LEAVES OF ABSENCE

A). Family and Medical Leave.

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

B). Personal Leave.

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

C). Military Leave for Veterans

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

SECTION NO. ~~1311~~ - FUNERAL LEAVE

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

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

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

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

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

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

SECTION NO. ~~1412~~ - RETIREMENT PROGRAM

A). Defined Contribution Plan

The Clerk shall be entitled to participate in the MMERS defined contribution plans (being a 401(a) and/or 457 MC), with the Employer's contribution to said plan(s) to be equal to and no greater than 8% of the employee participant's gross wages. The Employer shall also match an additional 1% for each 2% the employee contributes, up to a total Employer contribution of 10%.

D). Defined Contribution Plan Vesting.

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

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

E). Defined Contribution Plan - Employee Voluntary Contribution.

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

A). Senior Members of Bargaining Unit.

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

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

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

B). Newly Hired Employees.

~~Those employees of this bargaining unit who were hired on or after July 1, 1997 shall not be participants in the defined benefit plan, but shall be entitled to participate in the MMERS defined contribution plans (being a 401(a) and/or 457 MC), with the Employer's contribution to said plan(s) to be equal to and no greater than 7% of the employee participant's gross wages. The Employer shall also match an additional 1% for each 2% the employee contributes, up to a total Employer contribution of 9%.~~

~~C).— Current Employees Not Members of Bargaining Unit.~~

~~Those employees of the City who are not members of the bargaining unit but who are employees of the City as of June 30, 1997, shall, upon becoming a member of this bargaining unit after July 1, 1997, be required to become a participant in the MMERS defined contribution plan.~~

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

~~D).— Defined Contribution Plan Vesting.~~

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

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

~~E).— Defined Contribution Plan - Employee Voluntary Contribution.~~

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

SECTION NO. 1513 - LIFE INSURANCE COVERAGE

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

SECTION NO. 1614 - HOSPITALIZATION - MEDICAL COVERAGE

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

The Employer may search for and change to a replacement Health Care Benefit Plan and provider if deemed necessary for cost savings to both the employer and/or employees. The

change in Benefit Plans/Providers must remain substantially equivalent to the current existing plan(s). Prior to any change in benefits the Employer shall inform the Union and provide all proposed changes for the Union's review. Current plan summaries shall be attached as Appendix (A) Medical, Hospitalization; Appendix (B) Dental; Appendix (C) Vision; Appendix (D) Prescription (if applicable).

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

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

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

- 1). That such sponsored dependent coverage is available.
- 2). The days on which such sign up is permitted are those established by the provider or providers of such benefits.
- 3). On or before the day in which the employee signs up for such benefit, such employee shall pay to the Employer a sum equal to two (2) months premiums for said coverage.
- 4). After signing up for such benefits, the employee shall thereafter pay to the Employer a monthly premium for such coverage as established by the provider or providers of such benefits. Said monthly premium shall be paid on or before the first day of the month following the sign up day and shall be paid on or before the first day of each month thereafter.
- 5). The employee shall, in addition, be liable for and pay any other costs or expenses charged to the Employer by any provider in connection with the provision of such sponsored dependent rider and, upon presentation of a bill therefore, shall pay same within ten (10) days of the date thereof.
- 6). If the Employer has not received from the employee any sum due as provided in subsections 1 through 5 above, the City Manager shall forthwith terminate such benefit for such employee and shall advise the employee of such termination. Any sum due to the Employer as of such date shall be paid by the employee forthwith.

F). Cash Opt-Out Option. An eligible full time employee, upon written request to the City Manager, may elect not to participate in the health, prescription, dental and vision insurance

package currently offered to employees in the bargaining unit. In the event health and prescription are not elected, those employees who elect not to participate shall be paid the sum of Three Hundred Dollars (\$300) for each calendar month the employee does not participate. If an eligible employee wishes to opt back into the Plan, he or she may do so on the terms as determined by the insurance provider. Any partial month shall be prorated.

~~G).—Retiring Employees For employees of this unit hired before April 7, 2014, not otherwise provided for in any prior or current agreement and subject to availability, rules and conditions set forth by the provider, the employer will pay a percentage of the monthly cumulative premium for medical & prescription insurance coverage as defined within this section, Section 16, subsection “(A)”, for members of the bargaining unit who retire within the term of this agreement and the person who is such retiree’s spouse at the time of said retiree’s retirement, subject to the terms of Section 16, G), 1). The years of service and equivalent percentage are noted in the “Retiree Medical Benefit Chart” below. The retiree will be responsible for the remaining share of costs for the selected medical coverage (Section 16 A). The retiree shall have the option of purchasing additional coverage’s listed in Section 16 (dental and vision) provided such retiree pays the full cost of the plan(s). Such coverage will be provided for the retiree commencing on the date of the retiree’s retirement, in an amount commensurate with the years of credited service with the City of Swartz Creek and in the City’s MMERS Defined Benefit or Defined Contribution Retirement Plan in accordance with the chart below and has attained the age of fifty (50) years, or, has the same years of credited service with the City of Swartz Creek and in the City’s MMERS Defined Benefit or Contribution Retirement Plan and meets the criteria for MMERS Disability Retirement as determined under the provisions of the MMERS Disability retirement plan. Such coverage will continue until the month said retiree attains the age of sixty five (65) years. No coverage will be provided for a retiree or spouse who is eligible for Medicare benefits. In lieu of this payment and Employer provision of any post-employment health care benefit, the qualifying retiree may elect, in writing to the City Manager, to have the monetary equivalent of this payment made to a Health Care Savings Program account maintained by the municipal Employees Retirement System of Michigan, under the regulations, policies, and rules agreed to by the Employer and MERS (the retiree and spouse must receive this benefit uniformly, with both receiving HGSP payments OR health premium coverage).~~

Retiree Medical Benefit Chart

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

- ~~1).—Post retirement medical coverage provided for in this section shall extend to the spouse of an eligible retiree, within the following provisions and subject to the availability and rules set forth by the City’s provider:~~
- ~~— a).— That such person is the spouse of the retiree at the time of retirement.~~
 - ~~— b).— If the spouse ceases to be the spouse of an eligible retiree by divorce or becomes separated, then such coverage shall be terminated. In the event that a court orders the retiree to provide such coverage for the former spouse or~~

separated spouse than the retiree shall be responsible for payment of the extended coverage.

~~c). If an eligible retired employee passes away, such retiree's spouse who is, and was married to the retiree at the time of retirement, may elect to continue coverage as provided for in this section, on a cost shared decreasing schedule. For the first year following the death of the retiree, the City will pay 70%. Year two, the City will pay 50%. Year three, the City will pay 30%. Year four, the City will pay 10%. Year five and beyond, the retiree's widow(er) spouse may elect to continue coverage at his/her sole expense. If the spouse re-marries, then all coverage available from the City shall be terminated.~~

~~d). If a retired, eligible employee marries after retirement, all costs associated with the coverage of the new spouse will be the responsibility of the retiree. If the retiree passes away, the spouse may elect to continue coverage at his/her sole expense, subject to availability and terms as may be determined by the provider. If the spouse re-marries, then all coverage available from the City shall be terminated.~~

~~2). Premium contributions by the employer shall be capped in accordance with the "Employer Contribution Cap Chart." The capped amounts are derived from the 2014 State of Michigan "Hard Cap" limits and include a 5% annual allowance increase. The chart can be modified if, in any given year, the State of Michigan increases the respective "Hard Cap" increase by more than 5%, in which case the higher value will be applied and a new chart created to reflect the increase for the affected and subsequent years. For years 2014 and beyond, the cap amounts shall be extended as prescribed herein.~~

Employer Contribution Cap Chart

Year	2016	2017	2018	2019	2020	2021	2022	2023
Single-Cap	\$6,780.88	\$7,119.93	\$7,475.92	\$7,849.72	\$8,242.20	\$8,654.31	\$9,087.03	\$9,541.38
Double-Cap	\$14,180.91	\$14,889.95	\$15,634.45	\$16,416.17	\$17,236.98	\$18,098.83	\$19,003.77	\$19,953.96

~~3). In the event that a retiree opts out of the city's medical and prescription coverage AND HCSP contributions, a cash reimbursement is permitted. An eligible retiree, upon written request to the City Manager, may elect not to participate in the health and prescription package and the HCSP currently offered to retirees in the bargaining unit. In the event health and prescription and HCSP payments are not elected, those employees who elect not to participate shall be paid the pro-rated annual equivalent of 50% of the employer's premium contribution cost or a sum of Two Thousand Four Hundred Dollars (\$2,400) for each calendar year the retiree does not participate, whichever is greater. If an eligible retiree wishes to opt back into the Plan or HCSP, he or she may do so on the terms as determined by the insurance provider and/or MERS. Any partial year shall be prorated to the termination date of coverage.~~

~~4). In the event the eligible retired employee or deceased retired employees widowed spouse who was married to the retiree at the time of retirement becomes employed by another employer, and is eligible for medical coverage, the retired employee must accept such coverage in lieu of retirement coverage provided by the City of Swartz Creek. If, or when, the retired employee elects to terminate such other employment, he/she would again become eligible for coverage relative to this~~

~~agreement and according to rules set forth pursuant to this Section, or by the City's provider. If the retired employee should retire again, and medical coverage is offered, the retired employee must accept this coverage in lieu of coverage offered by the City of Swartz Creek. The City of Swartz Creek retains the right to verify employment and the availability of medical insurance.~~

~~5).— The City reserves the right to require a thirty-day advance deposit of all sums due the City. Thereafter, such retiree or eligible widow(er) shall pay the monthly premium on or before the first day of each month. If such retiree or widow(er) fails to pay said premium, then the City shall send by U.S. Mail, at the last known address, a fourteen-day notice of termination. If such retiree or retiree's widow(er) desires to correct the arrearage, a 10% late fee shall be added along with any additional associated costs. If no response is received, then the coverage shall be terminated.~~

~~6).— The Employer shall provide, at its sole cost, a stipend in the amount of \$450.00 monthly, into the MERS HCSP, to supplement healthcare coverage for eligible retirees that have attained the age of 65.~~

H). ~~Retiring Employees (post April 7, 2014).~~ The City Clerk ~~and all newly hired/transferred Active Full Time Employees~~ shall be provided with a Health Care Savings Program, into which the Employer shall deposit 34% of gross wages. These funds will be available to the employee after separation for any reason, with no vesting period.

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

SECTION NO. ~~1715~~ - WORKERS' COMPENSATION - ON THE JOB INJURY POLICY

A). Each employee will be covered by the applicable Workers Compensation Laws. Any employee who becomes injured because of the performance of his/her duties should report that injury immediately to his/her immediate supervisor. If necessary the employee should report to a physician.

B). If the employee suffers lost time because of the injury received at work, Workers Compensation will be paid in accordance with the provisions of the Workers Compensation Act of the State of Michigan.

C). In addition such employee will receive supplemental compensation equal to the difference between eighty (80%) percent of the employee's normal gross salary and the above Workers Compensation. Supplemental compensation payments will normally be continued for a maximum of twenty-six (26) weeks.

D). Any request for extension beyond twenty-six (26) weeks may be considered a subject for a bargaining meeting.

~~SECTION NO. 18 - UNIFORMS~~

~~City Council Approved~~Draft

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~~June 24, 2019~~June 16, 2022

~~The Employer will provide to the Director of Public Services & Foreman of the Public Services, or any other salaried employee required to wear a uniform, all necessary and appropriate uniforms at the Employer's expense. The Employer shall provide personal protective equipment (i.e. gloves, vests, helmets, glasses, and other items as determined by the Employer). In lieu of a uniform, qualifying employees may elect to be responsible for clothing in accordance with the Employee handbook and applicable safety standards and will receive a yearly stipend, paid in January, in the amount of \$400.~~

SECTION NO. 16 - PROFESSIONAL MEMBERSHIP FEES

~~The Employer agrees to pay annual membership fees for Clerk that are required, common, or customary to the job of a Michigan municipal Clerk.~~

SECTION NO. 19 - JURY DUTY

~~Employees who serve on jury duty will be paid the difference between his/her pay for jury duty and his/her regular salary.~~

SECTION NO. 17 - ARBITRATION

~~Any dispute, controversy or claim between the Clerk and the City regarding the terms and conditions of this agreement or the breach thereof, the Clerk's termination from employment including (to the extent permitted by law), but not limited to, claims of discrimination based on race, color, religion, national origin, age, sex, height, weight or marital status, shall be submitted to the American Arbitration Association for resolution pursuant to its rules applicable to such claims and subject to the following conditions:~~

- ~~A. Unless otherwise required by a statute of limitations, no lawsuit or action at law may be maintained prior to the completion of the arbitration.~~
- ~~B. The Clerk and the City shall each be responsible for their own costs and attorneys fees unless otherwise ordered by the arbitrator in a final award.~~

SECTION NO. 18 - SEVERABILITY

~~All agreement and covenants contained herein are severable and, if any of them are held to be invalid by a court of competent jurisdiction, such ruling shall not invalidate this agreement, and each provision of this agreement, including the termination and severance pay provisions, shall be interpreted as if such invalid agreement or covenants were not contained therein.~~

SECTION NO. 19 - REPRESENTATIONS

~~The Clerk hereby represents to the City that she is of sound moral character and that she has never been convicted of any crime, whether felony or misdemeanor, excluding minor traffic offenses, and that he has not been determined in any legal or other professional proceeding to be responsible for any act of moral turpitude. The City hereby relies on those representations and conditions this agreement thereon. The Clerk will execute any waivers or~~

releases necessary to allow the City to conduct a background check to verify these representations of the Clerk. If, as a result of said background check, the City acquires any information indicating that any such representations by the Manager are untrue, it shall provide such information to the Clerk forthwith, who shall have a reasonable opportunity to respond to such information. If the City then finds that the Clerk made any such representations knowing same to be untrue, it may terminate this agreement forthwith and such termination may, in the sole discretion of the City, be deemed to be a discharge for cause.

SECTION NO. 20 – BINDING EFFECT

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

SECTION NO. 21 - TERM OF AGREEMENT

A). This agreement shall continue in full force and effect until the 30th day of June, 2025.

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

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

SECTION NO. 20 – DISCHARGE AND DISCIPLINE

~~A).— The concept of progressive discipline is hereby adopted to govern disciplinary action. It is understood and agreed, however, that the Employer reserves the right to suspend or discharge for a serious infraction without instituting progressive discipline; provided further than in such instances nothing contained herein shall operate to deprive the salaried employee of the grievance procedure.~~

~~B).— The Employer agrees promptly upon the discharge or discipline of any salaried employee to notify in writing the Association President of the discharge or discipline.~~

~~C).— The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the Association President and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request the Employer or its designated representative will discuss the discharge or discipline with the employee and Association President.~~

~~D).— Should the discharged or disciplined employee consider the discharge or discipline to be improper, the matter may be referred to the grievance procedure at step one.~~

~~E).— In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than eighteen (18) months previously. Prior to imposition of a suspension of one or more days the Employer will review the employee's past written discipline.~~

~~SECTION NO. 21 – GRIEVANCE PROCEDURE~~

~~Definition of Grievance~~

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

~~A). Informal Grievance Procedure – INFORMAL STEP.~~

~~An aggrieved employee should promptly notify her/his immediate supervisor or designee that he/she has a grievance. The employee may at his/her option discuss the matter directly with the supervisor or request the presence of the Association President for the purpose of attempting to adjust the grievance.~~

~~B). Formal Grievance Procedure - STEP ONE.~~

~~1). If the aggrieved employee does not receive a satisfactory oral answer, or if she/he does not receive any answer at the Informal Step within three (3) working days following the day of oral presentation, the aggrieved employee may reduce the grievance to writing and submit it to her/his immediate supervisor or designee.~~

~~2). A grievance must be submitted in writing within fifteen (15) calendar days of the occurrence of the condition(s) giving rise to the grievance, or within fifteen (15) calendar days of the date it is reasonable to assume the employee(s) should reasonably have become aware of the conditions giving rise to the grievance, whichever is later, in order for the matter to be considered a grievance under this agreement.~~

~~3). The grievance shall be submitted on forms provided by the Association, dated, and signed by the aggrieved employee(s) and shall set forth the facts involved in the grievance, the date(s) of the grievance, and the provisions of this agreement that are alleged to have been violated and the remedy desired. At the time the grievance is received, the immediate supervisor or designee shall sign and date a copy, which shall be returned to the grievant and the Association President or his/her designee. A meeting shall be held if requested by either party.~~

~~4). The immediate supervisor or his/her designee shall provide a written answer to the grievant, and/or the Association President or their designee within ten (10) working days. The grievance may be appealed in writing to the next higher step of the grievance procedure within ten (10) working days after receipt of such written answer.~~

~~5). If the written answer of the immediate supervisor or designated representative is unacceptable to the grievant, the grievance may be appealed in writing to the next higher step of this grievance procedure. Any grievance not appealed within ten (10) working days after such answer shall be considered as forfeited by the Association.~~

~~C). STEP TWO~~

~~1). If the grievant is not satisfied with the decision of the grievance at Step One, the grievant may appeal in writing the grievance to the City Attorney for Unit I members and~~

~~the City Manager for Unit II members within ten (10) working days after the date of the Step One answer (See Subsection (B)(5), above).~~

~~2).— Within ten (10) working days of receipt of the grievance the City Attorney (for a Unit I grievance) or the City Manager (for a Unit II grievance) may hold a meeting with the grievant and the Association in an attempt to resolve the alleged grievance. Only persons directly related to the disposition of the grievance shall be present at the meeting. The grievant may be represented by either the Association President or his/her designee. Representatives of the Employer and the Association shall not exceed five (5) in number collectively (including the grievant).~~

~~3).— Within seven (7) working days following the conclusion of such meeting(s), the City Attorney (for a Unit I grievance) or the City Manager (for a Unit II grievance) or his/her designee shall provide the grievant and the Association President or designee with a written disposition of grievance.~~

~~D).— STEP THREE~~

~~In the event of an unsatisfactory decision, the Association President may submit the grievance to arbitration within ten (10) working days following receipt of the grievance disposition received in Step Two above. Written notice to the Employer shall constitute a request for arbitration.~~

~~1).— The Employer and the Association shall meet within seven (7) working days after notice of arbitration has been given for the purpose of selecting an arbitrator. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either party or both parties to provide a panel or arbitrators. The parties shall attempt to select an arbitrator from this list within ten (10) working days. If there is no selection from this list, the American Arbitration Association shall be requested to provide a second panel of arbitrators. The parties shall attempt to select an arbitrator from this list within ten (10) working days. If there is no selection from the second list, the American Arbitration Association shall appoint an arbitrator.~~

~~2).— The rules of the American Arbitration Association shall apply to all arbitration hearings. The arbitrator shall be requested to issue her/his decision within thirty (30) days after the conclusion of testimony agreement, and the submission of briefs. The decision of the arbitrator will be final and binding on all parties, and judgment thereon may be entered in any Court of competent jurisdiction.~~

~~3).— Fees and authorized expenses of the arbitrator shall be shared equally by the Employer and the Association.~~

~~4).— The arbitrator shall have no authority to add to, or subtract from, alter, change, or modify any of the provisions of this agreement.~~

~~5).— The arbitrator shall not substitute her/his judgment for that of the Employer where the Employer's judgment and actions are based upon reasonable cause and do not violate the written provisions of this agreement. The arbitrator may make no award that provides the employee compensation greater than would have resulted had there been no violation.~~

~~6).— The Employer, in no event, shall be required to pay back wages for more than thirty (30) working days prior to the date the written grievance is filed. However, in the case of a claim of a pay shortage (other than one resulting from miss-classification) of which the employee could not have been aware before receiving her/his pay, any adjustment shall be retroactive to the beginning of the pay period in which the shortage occurred, if the employee files her/his grievance within fifteen (15) working days after she/he becomes aware of such shortage. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned.~~

~~E).— Restitution/Reinstatement.~~

~~1).— Should a decision be rendered at any step of the grievance procedure that the employee was unjustly discharged, demoted, suspended without reasonable and just cause, the Employer agrees to reinstate the employee to the employee's former position in effect on the day of discharge, demotion, or suspension. Computation of any back wages or benefits, if appropriate, must include offsets for unemployment insurance. A decision may be rendered to reinstate the employee without back compensation or benefits.~~

~~2).— Failure of the grievant to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further action or appeal. Failure of the Employer to render a decision on a grievance within the specific time limits shall permit its appeal by the grievant to the next step.~~

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

~~4).— The Employer and the grievant may adjust a grievance without the involvement of the Association, provided the adjustment is not contrary to any of the provisions of this agreement, provided, the Association is notified the adjustment is not contrary to the provisions of this agreement.~~

~~SECTION NO. 22 - PROFESSIONAL MEMBERSHIP FEES~~

~~The Employer agrees to pay annual membership fees for Association Members, such as, City Clerks Association, Chief of Police Association, Assessor's Association, Building Officials Association, Public Works Association, Water and Waste Association, etc.~~

~~SECTION NO. 23 - TERM OF AGREEMENT~~

~~A).— This agreement shall continue in full force and effect until the 30th day of June, 2019.~~

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

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

~~D).— Beginning July 1, 2019, Employees and Employer intend to abandon this agreement and maintain employment relationships through individual agreements or offers of employment that shall translate applicable terms and conditions of individual employment, as applied in this agreement, into said instruments and/or the Employee Handbook, as negotiated.~~

~~**SECTION NO. 24 - AUTOMATIC TERMINATION CLAUSE**~~

~~The parties acknowledge that the Swartz Creek Supervisors Association only represents Three (3) supervisory positions. Notwithstanding articles 1 through 23, the parties agree as follows: (1) That upon the retirement of the Director of Public and Community Services, this agreement shall immediately terminate and the Swartz Creek Supervisors Association shall be dissolved. (2) The City shall negotiate separate employment agreements with the remaining two supervisors under terms consistent with this terminated agreement and the City's hand book and policies. (3) Pending said separate negotiations, wages, benefits and terms and conditions of employment will remain status quo.~~

(Signature Page to Follow)

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

CITY OF SWARTZ CREEK
A Michigan Municipal Corporation

**SWARTZ CREEK CITY SUPERVISORS
ASSOCIATION**

By _____
David A. Krueger, Mayor
Clerk

By _____
~~Thomas Svrcsek, President~~ Connie Olger,

By _____
Connie ~~Eskew~~ Olger, City Clerk

By _____
~~Deanna Korth, Bargaining Team~~

APPROVED AS TO FORM:
Michael Gildner,
City Attorney

Appendix “E”

JOB DESCRIPTIONS

Pursuant to Section No. 2 and Section No. 5(A), the Employer and the Association recognize the following positions and Job Descriptions:

~~City Clerk~~

~~Treasurer-Office Manager~~

~~Director of Public & Community Services~~

~~Chief of Police – Director of Public Safety~~

~~Police Lieutenant~~

FLSA: Exempt

DEPARTMENT: City Clerk

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

SUPERVISION RECEIVED: Works under the general direction of City Manager or designee.

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

EXAMPLES OF WORK PERFORMED: The following tasks are typical examples of the work performed by an employee holding this position. The list is not all inclusive and does not include all of the tasks relevant to this position. The Clerk shall oversee, delegate, perform and administer all duties as set forth in the City Charter, including, but not limited to:

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

REQUIRED KNOWLEDGE, ABILITIES, AND SKILLS:

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

MINIMUM QUALIFICATIONS:

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

Approved:

_____	_____
Adam Zettel, City Manager	Date
_____	_____
Tom Svrcek, President	Date

**City of Swartz
Creek
Job**

Director of Public & Community Services

REVISED: August, 2012

Description

~~FLSA: Exempt, Executive Position
Department: Community Services~~

~~**GENERAL STATEMENT OF DUTIES:** Responsible for the effective and efficient operation of the Department of Public & Community Services.~~

~~**SUPERVISION RECEIVED:** Works under the general direction of City Manager.~~

~~**SUPERVISION EXERCISED:** Provides general and technical direction to Building and Zoning Administrator, Utility Billing Clerk, Park Supervisor, Janitor, and Maintenance Workers. Coordinates activities of the City Engineer and City Planner.~~

~~**EXAMPLES OF WORK PERFORMED:**~~

~~The following tasks are typical examples of the work performed by an employee holding this position. The list is not all inclusive and does not include all of the tasks relevant to this position~~

- ~~1. Provide overall direction to the Department of Community Services. Establish departmental goals and objectives, solve problems and resolve conflicts.~~
- ~~2. Motivate, train, supervise, evaluate, counsel and discipline all subordinate personnel as required.~~
- ~~3. Determine work procedures, prepare work schedules and expedite workflow.~~
- ~~4. Develop and implement the department's budget.~~
- ~~5. Assist the City Manager in preparation of the city's capital improvement plan.~~
- ~~6. Plan, organize, coordinate, supervise and evaluate programs, plans, services, staffing, and equipment of the department.~~
- ~~7. Plan and implement adequate safety methods and procedures to protect the public and city employees from injury.~~
- ~~8. Oversee preparation of plans, specifications, and bidding of public improvement projects.~~
- ~~9. Inspect and approve the work of contractors.~~
- ~~10. Respond to resident complaints and concerns regarding the department's operations.~~
- ~~11. Oversee city's sidewalk inspection and repair program.~~
- ~~12. Oversee administration of city's building standards.~~
- ~~13. Oversee administration of the city's zoning ordinance.~~
- ~~14. Review all land use applications for impact on public facilities and services. Provides comments and recommendations to Planning Commission.~~
- ~~15. Oversee the development and maintenance of public improvement and community development documents.~~
- ~~16. Attend job related training courses and seminars, complete appropriate N.I.M.S. Training.~~
- ~~17. Perform related duties as assigned.~~

~~**REQUIRED KNOWLEDGE, ABILITIES, AND SKILLS:**~~

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- ~~Extensive knowledge in the maintenance and repair of public facilities, including public water supply, sanitary sewer, storm drains streets and parks.~~
- ~~Considerable knowledge of construction methods, materials, and equipment relating to the maintenance and improvement of public facilities.~~
- ~~Considerable knowledge in the administration of public improvement projects.~~
- ~~Working knowledge of the principles and practices of public administration, including budgeting, personnel administration and records management.~~
- ~~Working knowledge of public bidding and purchasing practices.~~
- ~~Working knowledge of the city's zoning ordinance.~~
- ~~Familiarization with the Uniform Building Code.~~
- ~~Working knowledge of word processing, spreadsheet and database programs (Microsoft Word, Excel and Access).~~
- ~~Ability to effectively manage, motivate and supervise personnel~~
- ~~Ability to develop and implement detailed plans for the maintenance of municipal facilities.~~
- ~~Ability to communicate clearly and effectively, orally and writing, with co-workers, supervisors and the general public.~~
- ~~Ability to write reports and correspondence.~~
- ~~Ability to understand and follow complex oral and written instructions.~~
- ~~Ability to walk, stoop, bend and climb on uneven terrain, sometimes in inclement weather, and lift up to 40 pounds.~~

~~MINIMUM QUALIFICATIONS:~~

~~A combination of education and experience substantially equivalent to graduation from a recognized college or university with a Bachelor's Degree in civil engineering, public administration, business administration or closely related field. Three years of supervisory experience in public or five years technical experience in the operation and maintenance of public facilities is required. Michigan Class O, and GDL drivers license is required.~~

Approved:

~~_____
Paul Bueche, City Manager~~

~~_____
Date~~

Approved:

~~_____
Rick Clolinger, Association
President~~

~~_____
Date~~

**City of Swartz
Creek
Job
Description**

Director of Public Safety / Chief of Police

REVISED: August, 2012

~~FLSA: Exempt, Executive Position
Department: Public Safety~~

~~**GENERAL STATEMENT OF DUTIES:** Responsible for the effective and efficient operation of the Department of Public Safety. Serves as the city's Civil Defense Director.~~

~~**SUPERVISION RECEIVED:** Works under the general direction of City Manager.~~

~~**SUPERVISION EXERCISED:** Provides general and technical direction to subordinate law enforcement officers and administrative personnel. Administers ambulance and fire services contracts.~~

~~**EXAMPLES OF WORK PERFORMED:**~~

~~The following tasks are typical examples of the work performed by an employee holding this position. The list is not all inclusive and does not include all of the tasks relevant to this position~~

- ~~1. Provide overall direction to the Department of Public Safety to ensure the protection of life and property. Establishes departmental goals and objectives, solves problems and resolves conflicts.~~
- ~~2. Motivate, train, supervise, evaluate, counsel and discipline all subordinate personnel as required.~~
- ~~3. Determine work procedures, prepare work schedules and expedite workflow.~~
- ~~4. Inspect and critique operations of contract ambulance and fire services. Report contract violations and/or operational problems to the City Manager. Recommend contract changes as needed.~~
- ~~5. Coordinate law enforcement, ambulance and fire service activities.~~
- ~~6. Develop and implement the department's budget.~~
- ~~7. Assist the City Manager in preparation of the city's capital improvement plan.~~
- ~~8. Plan, organize, coordinate, supervise and evaluate programs, plans, services, staffing, and equipment of the department.~~
- ~~9. Plan and implement adequate safety methods and procedures to protect the public and city employees from injury.~~
- ~~10. Supervise the maintenance and security of all records and material in the department's custody.~~
- ~~11. Coordinate public safety activities with area, regional and state agencies and professional organizations~~
- ~~12. Serve as primary liaison with the Swartz Creek School District for safety and security issues.~~
- ~~13. Respond to resident complaints and concerns regarding the department's operations.~~
- ~~14. Attend job related training courses and seminars, complete appropriate N.I.M.S. Training.~~
- ~~15. Perform related duties as assigned.~~

~~**REQUIRED KNOWLEDGE, ABILITIES, AND SKILLS:**~~

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- ~~Comprehensive knowledge of the theories, principles and practices of police administration.~~
- ~~Knowledge of federal, state, and local laws, traffic regulations and departmental policies and procedures.~~
- ~~Knowledge of the geographical limits of the City of Swartz Creek.~~
- ~~Knowledge of the criminal justice system and court procedures.~~
- ~~Working knowledge of the principles and practices of public administration, including budgeting, personnel administration and records management.~~
- ~~Working knowledge of word processing, spreadsheet and database programs (Microsoft Word, Excel and Access).~~
- ~~Familiarity with fire protection and suppression practices and techniques.~~
- ~~Familiarity with emergency medical practices and techniques.~~
- ~~Ability to effectively manage, motivate and supervise personnel.~~
- ~~Ability to read and interpret complex legal documents.~~
- ~~Ability to communicate clearly and effectively, orally and writing, with co-workers, supervisors and the general public.~~
- ~~Ability to write reports and correspondence.~~
- ~~Ability to understand and follow complex oral and written instructions.~~
- ~~Ability to walk, stoop, bend, run and climb on uneven terrain, sometimes in inclement weather and at night, and lift up to 40 pounds.~~
- ~~Skill in the use of firearms and other standard and specialized police equipment.~~
- ~~Skill in maintaining effective and open public relations.~~

MINIMUM QUALIFICATIONS:

~~Graduation from a recognized college or university with a Bachelor's Degree in criminal justice studies, public administration, business administration or related field or equivalent experience. Three years of supervisory experience in law enforcement. Certification under the Michigan Peace Officer's Standards and Training Act. Michigan Class O driver's license is required.~~

Approved:

Paul Bueche, City Manager

Date

Approved:

Rick Glolinger, Association
President

Date

**City of Swartz
Creek
Job
Description**

Police Supervisor – Lieutenant

REVISED: August, 2012

~~FLSA: Non-exempt~~

~~Department: Public Safety~~

~~**GENERAL STATEMENT OF DUTIES:** Supervises and assists patrol officers in maintaining the safety and security of people and property in the City of Swartz Creek. Investigates criminal activity and enforces state and local laws.~~

~~**SUPERVISION RECEIVED:** Works under the general and technical direction of the Director of Public Safety/Chief of Police.~~

~~**SUPERVISION EXERCISED:** Provides technical direction to subordinate law enforcement officers and administrative personnel.~~

~~**EXAMPLES OF WORK PERFORMED:**~~

~~The following tasks are typical examples of the work performed by an employee holding this position. The list is not all inclusive and does not include all of the tasks relevant to this position~~

- ~~1. Supervise personnel on assigned shift to assure adherence to department rules, regulations, and policies; monitor employee work performance.~~
- ~~2. Assign duties; communicate information from senior officers.~~
- ~~3. Perform weapons, equipment, uniform and personal appearance inspections.~~
- ~~4. Investigate crimes and accidents, respond to calls to assist and advise, maintain surveillance of suspicious persons; interview suspects, complainants, and witnesses; supervise preservation of evidence, investigate clues, arrest suspects.~~
- ~~5. Prepare time cards and maintain daily time sheets, pay logs, and overtime and compensatory time logs.~~
- ~~6. Assist other agencies with service of arrest warrants, court papers and subpoenas.~~
- ~~7. Facilitate law enforcement, ambulance and fire service cooperation.~~
- ~~8. Oversee maintenance of vehicles and equipment.~~
- ~~9. Supervise and implement safety procedures during departmental operations to protect the public and city employees from injury.~~
- ~~10. Respond to resident complaints and concerns regarding the department's operations.~~
- ~~11. Attend job related training courses and seminars, complete appropriate N.I.M.S. Training.~~
- ~~12. Perform related duties as assigned.~~

~~**REQUIRED KNOWLEDGE, ABILITIES, AND SKILLS:**~~

- ~~➤ Knowledge of federal, state, and local laws, traffic regulations and departmental policies and procedures.~~
- ~~➤ Knowledge of the geographical limits of the City of Swartz Creek.~~
- ~~➤ Knowledge of the criminal justice system and court procedures.~~
- ~~➤ Knowledge of investigatory techniques and procedures.~~

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- ~~Knowledge of crime prevention techniques.~~
- ~~Knowledge of first aid and CPR techniques.~~
- ~~Ability to communicate clearly and effectively, orally and writing, with co-workers, supervisors and the general public.~~
- ~~Ability to understand and follow complex oral and written instructions.~~
- ~~Ability to walk, stoop, bend, run and climb on uneven terrain, sometimes in inclement weather and at night, and lift up to 100 pounds.~~
- ~~Skill in the use of firearms, communications equipment, and other standard and specialized law enforcement equipment.~~
- ~~Skill in observing and preserving evidence.~~
- ~~Skill in maintaining effective and open public relations.~~
- ~~Skill in motivating, training, supervising, evaluating, counseling and disciplining subordinate personnel.~~

~~MINIMUM QUALIFICATIONS:~~

~~Post secondary education and training in law enforcement techniques, procedures and skills substantially equivalent to an Associates Degree from an accredited technical college or school. Three years of practical law enforcement experience as a patrol officer or in a similar position. Certification under the Michigan Peace Officer's Standards and Training Act. Michigan Class O drivers license is required.~~

Approved:

Paul Bueche, City Manager

Date

Approved:

Rick Clolinger, Association
President

Date

Job Description

FLSA: Exempt

DEPARTMENT: City Treasurer

GENERAL STATEMENT OF DUTIES: Has custody of all moneys of the city, the Clerk's Bond and other personnel bonds, and all evidences of value belonging to or held in trust by the city. Maintains a current log of all city investments and insures such investments are made in accordance with city policy and state law. Collects and distributes real and personal property taxes. Maintains the repository for all business licenses and permits held by the city, including computer software licenses. Responsible for the maintenance of all financial functions of the City including payroll, accounting, utility billing, real and personal property administration and collection and other duties as set forth in the City Charter. Serves as the general accountant of the City and performs or oversees the performance of the functions assigned to the finance officer under the City Charter or as assigned by State statute.

SUPERVISION RECEIVED: Works under the general direction of the City Manager.

SUPERVISION EXERCISED: Provides general and technical direction and supervision to the Administrative Assistant positions, cashiers, and administrative temporary employees. Coordinates the work of the Contract City Assessor.

EXAMPLES OF WORK PERFORMED: The following tasks are typical examples of the work performed by an employee holding this position. The list is not all inclusive and does not include all of the tasks relevant to this position

Oversee or perform:

1. Collect municipal revenues and serve as initial depository of all city receipts.
2. Deposit and invest city funds in accordance with Council policy, state law and the Michigan Department of Treasury Guidelines and Procedures.
3. Maintain records of municipal funds and treasury transactions and prepare necessary reports and records.
4. Monitor expenditure levels of all city departments for compliance with budgetary and management objectives.
5. Assist the City Clerk in fulfilling the functions of the Finance Officer under the City Charter.
6. Maintains the City's general ledger and inventory.
7. Assists the City Manager in preparation, implementation, and development of the City Budget.
8. Prepares annual comprehensive financial report and monthly financial statements.
9. Prepares revenue forecasts for budget and management decisions.
10. Directs purchasing for the city.
11. Coordinates the preparation of real and personal property tax rolls, special assessment rolls, jeopardy tax and assessment collections and administration.

- ~~12. Oversee meetings of the Board of Equalization.~~
- ~~13. Compile delinquent tax rolls, including computation of interest, penalty and collection fees for the County Treasurer.~~
- ~~14. Process delinquent tax settlements from the County Treasurer and distribute funds to proper general ledger accounts.~~
- ~~15. Oversee meetings of the Board of Equalization.~~
- ~~16. Provide assistance and information to the public.~~
- ~~17. Supervise daily operations including cash receipts, bank deposits, bank reconciliations, accounts payable/receivable financial reporting and posting of funds.~~
- ~~18. Oversee the security and investment of city funds.~~
- ~~19. Review and report on programs and activities influencing the city's financial condition.~~
- ~~20. Supervise utility billing as it pertains to collection of accounts receivable.~~
- ~~21. Supervise the preparation of payroll.~~
- ~~22. Audit payroll records, withholding and employee benefit reports.~~
- ~~23. Assist external auditors by providing needed data and responding to inquiries in the course of the audit.~~
- ~~24. Attend job related training courses and seminars, complete appropriate N.I.M.S. training.~~
- ~~25. Perform related duties as assigned.~~

~~REQUIRED KNOWLEDGE, ABILITIES, AND SKILLS:~~

- ~~▪ Knowledge of the principles and practices of governmental accounting.~~
- ~~▪ Working knowledge of the practices and procedures used to administer the State of Michigan's real and personal property system and related automated programs (Equalization).~~
- ~~▪ Ability to effectively manage, motivate and supervise personnel.~~
- ~~▪ Ability to obtain a financial surety bond.~~
- ~~▪ Knowledge of governmental purchasing practices and requirements.~~
- ~~▪ Working knowledge of the principles and practices of public administration, including budgeting, personnel administration and records management.~~
- ~~▪ Working knowledge of governmental auditing procedures.~~
- ~~▪ Comprehensive knowledge of the principles and practices of public finance, budgeting and fund accounting.~~
- ~~▪ Extensive knowledge of procedures, including use of automated accounting systems (BS&A, Excel databases, etc.).~~
- ~~▪ Knowledge of economic trend forecasting and analysis techniques.~~
- ~~▪ Knowledge of State and Federal laws and local policies relating to the investment of governmental funds.~~
- ~~▪ Ability to maintain complex financial records and prepare financial statements.~~
- ~~▪ Working knowledge of word processing, spreadsheet and database programs (Microsoft Word, Excel and Access).~~
- ~~▪ Working knowledge of record keeping and filing systems.~~
- ~~▪ Ability to operate standard office equipment, including fax machine, copier~~

and telephone system.

- ~~Ability to communicate clearly and effectively, orally and in writing, with co-workers, supervisors and the general public.~~
- ~~Ability to write reports and correspondence.~~
- ~~Ability to understand and follow complex oral and written instructions.~~
- ~~Ability to operate a keyboard, copier and other office equipment, lift loads of up to 25 pounds, sit for prolonged periods of times, hear verbal communications on the phone and in an office environment, read and manipulate written text.~~

MINIMUM QUALIFICATIONS:

~~A combination of education and experience substantially equivalent to graduation from a recognized college or university with a Bachelor's Degree in business administration, accounting, or closely related field. Three years of experience in public sector accounting, financial management, and/or public administration.~~

Approved:

~~_____~~
~~Adam Zettel, City Manager _____ Date Approved:~~

~~_____~~
~~Tom Svrcek, Association President _____ Date Approved~~

PROFESSIONAL SERVICES AGREEMENT

Between

CITY OF SWARTZ CREEK

And

DEANNA KORTH

JULY 1, 2022 - JUNE 30, 2025

This Amended and Restated Labor Agreement is made this ____ day of June 2022, between the City of Swartz Creek, a Michigan Municipal Corporation, hereinafter referred to as the "Employer" or the "City" and the Deanna Korth, hereinafter referred to as the "Treasurer."

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

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

WHEREAS, the City and the Treasurer have established terms and conditions for employment with and Amended and Restated labor Agreement Between the City of Swartz Creek and the Swartz Creek Supervisors Association; and

WHEREAS, the Association has dissolved with the mutually consent of all participating members and the city, and the Treasurer and City desire to set terms and conditions of employment with a professional services agreement; and

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

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

SECTION NO. 1 - HEADINGS

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

SECTION NO. 2 - PURPOSE AND INTENT

The purpose of this agreement is to set forth terms and conditions of employment; to promote orderly and productive labor relations between the Employer and the Treasurer.

SECTION NO. 3 - ACKNOWLEDGEMENTS

The City, acting by and through its City Council, and the Treasurer hereby acknowledges the appointment of Mrs. Korth to the position of the Treasurer, including the related accumulated years of service, vesting of benefits, and other employment attributes herein conditioned upon accumulated years of service or initial employment date with the City. The Treasurer

Manager Draft

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acknowledges the management rights of the City and agrees to abide by the Personnel Policies Manual, as modified from time to time. The City and Treasurer agree that, when a conflict between the Personnel Policies Manual and this Agreement exists, this Agreement shall apply to the extent that it is permissible by state, federal and local law.

SECTION NO. 4 - CHARTER REQUIREMENTS

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

SECTION NO. 5 - SALARY

Commencing on July 1, 2022, the Treasurer shall receive a salary of Seventy-Six Thousand Nine Hundred Forty-Three Dollars (\$76,943) per year. The salary shall increase by the State of Michigan Department of Treasury Property Tax Inflationary Adjustment Factor or 2%, whichever is more, effective July 1, 2023 and by the State of Michigan Department of Treasury Property Tax Inflationary Adjustment Factor or 2%, whichever is more, on July 1, 2024. All such salary shall be paid in a manner similar to other employees, specifically salary department heads and supervisor’s.

SECTION NO. 6 - VACATIONS

A). The Treasurer will earn credit towards vacation with pay in accordance with the following schedule during the calendar year for use after January 1st of the following calendar year.

Completed Years of Service	Annual Maximum
0	10 Days
1	15 Days
5	20 Days
20	25 Days

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

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

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

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

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

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

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

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

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

SECTION NO. 7 - HOLIDAY PROVISIONS

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

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

SECTION NO. 8 - SICK/ACCIDENT COVERAGE AND ABSENT LEAVE

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

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

C). Absent Leave. The Treasurer will be allowed to be absent from work up to one hundred thirty-six (136) hours during the calendar year. The Treasurer is not eligible for compensatory time. Such absent leave shall be earned at the rate of 11.33 hours leave per calendar month. All such corresponding leave shall be credited on January first of each year for use during that calendar year. If said employee terminates employment during said calendar year and has used more absent leave hours than he or she has earned as of the date of termination, said employee shall reimburse the employer for the excess absent leave used, and said amount may be deducted by the City from said employee's final pay check. Absent leave will be prorated on all new hires and terminations, at the rate as defined by position herein.

D). All absent leaves shall be approved in advance by the employee's immediate supervisor and shall be used in increments of no less than one (1) hour. Employees absent due to illness shall give notice to their immediate supervisor and give said supervisor reasonable continuing information relative to the expected length of such absence. Prior to the return from any absent leave, the City may require medical documentation that the employee is capable of performing his/her job description.

E). If at the end of a calendar year an employee has unused absent leave, the employee shall be paid for said absent leave, up to a maximum of one hundred twelve (112) hours. The employer shall make such payment on the 2nd payday in January of the next calendar year. Such payment shall be based on said employee's regular rate of pay in effect on the first day of the calendar year during which the unused absent leave was accrued. No unused absent leave may be carried over for use in a subsequent calendar year.

SECTION NO. 9 - LEAVES OF ABSENCE

A). Family and Medical Leave.

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

B). Personal Leave.

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

C). Military Leave for Veterans

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

SECTION NO. 10 - FUNERAL LEAVE

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

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

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

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

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

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

SECTION NO. 11 - RETIREMENT PROGRAM

A). Defined Contribution Plan

The Treasurer shall be entitled to participate in the MMERS defined contribution plans (being a 401(a) and/or 457 MC), with the Employer's contribution to said plan(s) to be equal to and no greater than 8% of the employee participant's gross wages. The Employer shall also match an additional 1% for each 2% the employee contributes, up to a total Employer contribution of 10%.

D). Defined Contribution Plan Vesting.

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

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

E). Defined Contribution Plan - Employee Voluntary Contribution.

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

SECTION NO. 12 - LIFE INSURANCE COVERAGE

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

SECTION NO. 13 - HOSPITALIZATION - MEDICAL COVERAGE

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

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

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

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

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

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

- 1). That such sponsored dependent coverage is available.
- 2). The days on which such sign up is permitted are those established by the provider or providers of such benefits.
- 3). On or before the day in which the employee signs up for such benefit, such employee shall pay to the Employer a sum equal to two (2) months premiums for said coverage.
- 4). After signing up for such benefits, the employee shall thereafter pay to the Employer a monthly premium for such coverage as established by the provider or providers of such benefits. Said monthly premium shall be paid on or before the first day of the month following the sign up day and shall be paid on or before the first day of each month thereafter.
- 5). The employee shall, in addition, be liable for and pay any other costs or expenses charged to the Employer by any provider in connection with the provision of such sponsored dependent rider and, upon presentation of a bill therefore, shall pay same within ten (10) days of the date thereof.
- 6). If the Employer has not received from the employee any sum due as provided in subsections 1 through 5 above, the City Manager shall forthwith terminate such benefit for such employee and shall advise the employee of such termination. Any sum due to the Employer as of such date shall be paid by the employee forthwith.

F). Cash Opt-Out Option. An eligible full time employee, upon written request to the City Manager, may elect not to participate in the health, prescription, dental and vision insurance package currently offered to employees in the bargaining unit. In the event health and prescription are not elected, those employees who elect not to participate shall be paid the sum of Three Hundred Dollars (\$300) for each calendar month the employee does not participate. If an eligible employee wishes to opt back into the Plan, he or she may do so on the terms as determined by the insurance provider. Any partial month shall be prorated.

G). Subject to availability, rules and conditions set forth by the provider, the employer will pay a percentage of the monthly cumulative premium for medical & prescription insurance coverage as defined within this section, Section 13, subsection “(A)”, for the Treasurer upon retirement within the term of this agreement and the person who is such retiree’s spouse at the time of said retiree’s retirement, subject to the terms of Section 13, G), 1). The years of service and equivalent percentage are noted in the “Retiree Medical Benefit Chart” below. The retiree will be responsible for the remaining share of costs for the selected medical coverage (Section 13 A). The retiree shall have the option of purchasing additional coverage’s listed in Section 13 (dental and vision) provided such retiree pays the full cost of the plan(s). Such coverage will be provided for the retiree commencing on the date of the retiree’s retirement, in an amount commensurate with the years of credited service with the City of Swartz Creek and in the City’s MMERS Defined Benefit or Defined Contribution Retirement Plan in accordance with the chart below and has attained the age of fifty (50) years, or, has the same years of credited service with the City of Swartz Creek and in the City’s MMERS Defined Benefit or Contribution Retirement Plan and meets the criteria for MMERS Disability Retirement as determined under the provisions of the MMERS Disability retirement plan. Such coverage will continue until the month said retiree attains the age of sixty-five (65) years. No coverage will be provided for a retiree or spouse who is eligible for Medicare benefits. In lieu of this payment and Employer provision of any post-employment health care benefit, the qualifying retiree may elect, in writing to the City Manager, to have the monetary equivalent of this payment made to a Health Care Savings Program account maintained by the municipal Employees Retirement System of Michigan, under the regulations, policies, and rules agreed to by the Employer and MERS (the retiree and spouse must receive this benefit uniformly, with both receiving HCSP payments OR health premium coverage).

H).

Retiree Medical Benefit Chart

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

1). Post retirement medical coverage provided for in this section shall extend to the spouse of an eligible retiree, within the following provisions and subject to the availability and rules set forth by the City’s provider:

- a). That such person is the spouse of the retiree at the time of retirement.
- b). If the spouse ceases to be the spouse of an eligible retiree by divorce or becomes separated, then such coverage shall be terminated. In the event that a

court orders the retiree to provide such coverage for the former spouse or separated spouse than the retiree shall be responsible for payment of the extended coverage.

c). If an eligible retired employee passes away, such retiree's spouse who is, and was married to the retiree at the time of retirement, may elect to continue coverage as provided for in this section, on a cost shared decreasing schedule. For the first year following the death of the retiree, the City will pay 70%. Year two, the City will pay 50%. Year three, the City will pay 30%. Year four, the City will pay 10%. Year five and beyond, the retiree's widow(er) spouse may elect to continue coverage at his/her sole expense. If the spouse re-marries, then all coverage available from the City shall be terminated.

d). If a retired, eligible employee marries after retirement, all costs associated with the coverage of the new spouse will be the responsibility of the retiree. If the retiree passes away, the spouse may elect to continue coverage at his/her sole expense, subject to availability and terms as may be determined by the provider. If the spouse re-marries, then all coverage available from the City shall be terminated.

2). In the event that a retiree opts out of the city's medical coverage AND HCSP contributions, a cash reimbursement is permitted. An eligible retiree, upon written request to the City Manager, may elect not to participate in the health and prescription package and the HCSP currently offered to retirees in the bargaining unit. In the event health and prescription and HCSP payments are not elected, those employees who elect not to participate shall be paid the pro-rated annual equivalent of 50% of the employer's premium contribution cost or a sum of Two Thousand Four Hundred Dollars (\$2,400) for each calendar year the retiree does not participate, whichever is greater. If an eligible retiree wishes to opt back into the Plan or HCSP, he or she may do so on the terms as determined by the insurance provider and/or MERS. Any partial year shall be prorated to the termination date of coverage.

3). In the event the eligible retired employee or deceased retired employees widowed spouse who was married to the retiree at the time of retirement becomes employed by another employer, and is eligible for medical coverage, the retired employee must accept such coverage in lieu of retirement coverage provided by the City of Swartz Creek. If, or when, the retired employee elects to terminate such other employment, he/she would again become eligible for coverage relative to this agreement and according to rules set forth pursuant to this Section, or by the City's provider. If the retired employee should retire again, and medical coverage is offered, the retired employee must accept this coverage in lieu of coverage offered by the City of Swartz Creek. The City of Swartz Creek retains the right to verify employment and the availability of medical insurance.

4). The City reserves the right to require a thirty-day advance deposit of all sums due the City. Thereafter, such retiree or eligible widow(er) shall pay the monthly premium on or before the first day of each month. If such retiree or widow(er) fails to pay said premium, then the City shall send by U.S. Mail, at the last known address, a fourteen-day notice of termination. If such retiree or retiree's widow(er) desires to

correct the arrearage, a 10% late fee shall be added along with any additional associated costs. If no response is received, then the coverage shall be terminated.

5). The Employer shall provide, at its sole cost, a stipend in the amount of \$450.00 monthly, into the MERS HCSP, to supplement healthcare coverage for eligible retirees that have attained the age of 65.

SECTION NO. 14 - WORKERS' COMPENSATION - ON THE JOB INJURY POLICY

A). Each employee will be covered by the applicable Workers Compensation Laws. Any employee who becomes injured because of the performance of his/her duties should report that injury immediately to his/her immediate supervisor. If necessary the employee should report to a physician.

B). If the employee suffers lost time because of the injury received at work, Workers Compensation will be paid in accordance with the provisions of the Workers Compensation Act of the State of Michigan.

C). In addition such employee will receive supplemental compensation equal to the difference between eighty (80%) percent of the employee's normal gross salary and the above Workers Compensation. Supplemental compensation payments will normally be continued for a maximum of twenty-six (26) weeks.

D). Any request for extension beyond twenty-six (26) weeks may be considered a subject for a bargaining meeting.

SECTION NO. 15 - PROFESSIONAL MEMBERSHIP FEES

The Employer agrees to pay annual membership fees for Treasurer that are required, common, or customary to the job of a Michigan municipal Treasurer.

SECTION NO. 16 - ARBITRATION

Any dispute, controversy or claim between the Treasurer and the City regarding the terms and conditions of this agreement or the breach thereof, the Treasurer's termination from employment including (to the extent permitted by law), but not limited to, claims of discrimination based on race, color, religion, national origin, age, sex, height, weight or marital status, shall be submitted to the American Arbitration Association for resolution pursuant to its rules applicable to such claims and subject to the following conditions:

A. Unless otherwise required by a statute of limitations, no lawsuit or action at law may be maintained prior to the completion of the arbitration.

B. The Treasurer and the City shall each be responsible for their own costs and attorneys fees unless otherwise ordered by the arbitrator in a final award.

SECTION NO. 17 - SEVERABILITY

All agreement and covenants contained herein are severable and, if any of them are held to be invalid by a court of competent jurisdiction, such ruling shall not invalidate this agreement, and each provision of this agreement, including the termination and severance pay provisions, shall be interpreted as if such invalid agreement or covenants were not contained therein.

SECTION NO. 18 - REPRESENTATIONS

The Treasurer hereby represents to the City that she is of sound moral character and that she has never been convicted of any crime, whether felony or misdemeanor, excluding minor traffic offenses, and that he has not been determined in any legal or other professional proceeding to be responsible for any act of moral turpitude. The City hereby relies on those representations and conditions this agreement thereon. The Treasurer will execute any waivers or releases necessary to allow the City to conduct a background check to verify these representations of the Treasurer. If, as a result of said background check, the City acquires any information indicating that any such representations by the Manager are untrue, it shall provide such information to the Treasurer forthwith, who shall have a reasonable opportunity to respond to such information. If the City then finds that the Treasurer made any such representations knowing same to be untrue, it may terminate this agreement forthwith and such termination may, in the sole discretion of the City, be deemed to be a discharge for cause.

SECTION NO. 19 – BINDING EFFECT

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

SECTION NO. 20 - TERM OF AGREEMENT

- A). This agreement shall continue in full force and effect until the 30th day of June, 2025.
- B). If either party wishes to terminate this agreement, or modify or amend any section or subsection hereof, then notice to that effect shall be given in writing to the other party no less than sixty (60) days prior to the date of termination of this agreement. The modification or amendment of any specific section or subsection shall not affect the remainder of this agreement.
- C). If no notice of termination of modification is given by either party as provided for herein, then this agreement shall automatically continue in full force and effect from year to year.

(Signature Page to Follow)

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

CITY OF SWARTZ CREEK
A Michigan Municipal Corporation

DEANNA KORTH

By _____
David A. Krueger, Mayor

By _____
Deanna Korth, Treasurer

By _____
Connie Olger, City Clerk

APPROVED AS TO FORM:
Michael Gildner,
City Attorney

Appendix “E”

JOB DESCRIPTION

Job Description

FLSA: Exempt

DEPARTMENT: City Treasurer

GENERAL STATEMENT OF DUTIES: Has custody of all moneys of the city, the Clerk's Bond and other personnel bonds, and all evidences of value belonging to or held in trust by the city. Maintains a current log of all city investments and insures such investments are made in accordance with city policy and state law. Collects and distributes real and personal property taxes. Maintains the repository for all business licenses and permits held by the city, including computer software licenses. Responsible for the maintenance of all financial functions of the City including payroll, accounting, utility billing, real and personal property administration and collection and other duties as set forth in the City Charter. Serves as the general accountant of the City and performs or oversees the performance of the functions assigned to the finance officer under the City Charter or as assigned by State statute.

SUPERVISION RECEIVED: Works under the general direction of the City Manager.

SUPERVISION EXERCISED: Provides general and technical direction and supervision to the Administrative Assistant positions, cashiers, and administrative temporary employees. Coordinates the work of the Contract City Assessor.

EXAMPLES OF WORK PERFORMED: The following tasks are typical examples of the work performed by an employee holding this position. The list is not all inclusive and does not include all of the tasks relevant to this position

Oversee or perform:

1. Collect municipal revenues and serve as initial depository of all city receipts.
2. Deposit and invest city funds in accordance with Council policy, state law and the Michigan Department of Treasury Guidelines and Procedures.
3. Maintain records of municipal funds and treasury transactions and prepare necessary reports and records.
4. Monitor expenditure levels of all city departments for compliance with budgetary and management objectives.
5. Assist the City Clerk in fulfilling the functions of the Finance Officer under the City Charter.
6. Maintains the City's general ledger and inventory.
7. Assists the City Manager in preparation, implementation, and development of the City Budget.
8. Prepares annual comprehensive financial report and monthly financial statements.
9. Prepares revenue forecasts for budget and management decisions.
10. Directs purchasing for the city.
11. Coordinates the preparation of real and personal property tax rolls, special assessment rolls, jeopardy tax and assessment collections and administration.

12. Oversee meetings of the Board of Equalization.
13. Compile delinquent tax rolls, including computation of interest, penalty and collection fees for the County Treasurer.
14. Process delinquent tax settlements from the County Treasurer and distribute funds to proper general ledger accounts.
15. Oversee meetings of the Board of Equalization.
16. Provide assistance and information to the public.
17. Supervise daily operations including cash receipts, bank deposits, bank reconciliations, accounts payable/receivable financial reporting and posting of funds.
18. Oversee the security and investment of city funds.
19. Review and report on programs and activities influencing the city's financial condition.
20. Supervise utility billing as it pertains to collection of accounts receivable.
21. Supervise the preparation of payroll.
22. Audit payroll records, withholding and employee benefit reports.
23. Assist external auditors by providing needed data and responding to inquiries in the course of the audit.
24. Attend job related training courses and seminars, complete appropriate N.I M.S. training.
25. Perform related duties as assigned.

REQUIRED KNOWLEDGE, ABILITIES, AND SKILLS:

- Knowledge of the principles and practices of governmental accounting.
- Working knowledge of the practices and procedures used to administer the State of Michigan's real and personal property system and related automated programs (Equalization).
- Ability to effectively manage, motivate and supervise personnel.
- Ability to obtain a financial surety bond.
- Knowledge of governmental purchasing practices and requirements.
- Working knowledge of the principles and practices of public administration, including budgeting, personnel administration and records management.
- Working knowledge of governmental auditing procedures.
- Comprehensive knowledge of the principles and practices of public finance, budgeting and fund accounting.
- Extensive knowledge of procedures, including use of automated accounting systems (BS&A, Excel databases, etc.).
- Knowledge of economic trend forecasting and analysis techniques.
- Knowledge of State and Federal laws and local policies relating to the investment of governmental funds.
- Ability to maintain complex financial records and prepare financial statements.
- Working knowledge of word processing, spreadsheet and database programs (Microsoft Word, Excel and Access).
- Working knowledge of record keeping and filing systems.
- Ability to operate standard office equipment, including fax machine, copier

and telephone system.

- Ability to communicate clearly and effectively, orally and in writing, with co-workers, supervisors and the general public.
- Ability to write reports and correspondence.
- Ability to understand and follow complex oral and written instructions.
- Ability to operate a keyboard, copier and other office equipment, lift loads of up to 25 pounds, sit for prolonged periods of times, hear verbal communications on the phone and in an office environment, read and manipulate written text.

MINIMUM QUALIFICATIONS:

A combination of education and experience substantially equivalent to graduation from a recognized college or university with a Bachelor's Degree in business administration, accounting, or closely related field. Three years of experience in public sector accounting, financial management, and/or public administration.

Approved:

Adam Zettel, City Manager

Date Approved:

Tom Svrcek, Association President

Date Approved

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

This agreement is made this ____ day of June, 20~~19~~22 by and between the City of Swartz Creek, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473, (the “City”), and Adam Zettel, (the “Manager”).

WHEREAS, sections 7.1 and 7.2 of the City Charter provide that all administrative powers duties and functions of the City shall be vested in the City Manager and that such Manager shall be selected by the City Council and shall hold office at the pleasure of the City Council; and

WHEREAS, Adam Zettel was appointed to serve full-time in the office of the Assistant City Manager for the City of Swartz Creek in July 2006, performed contracted services for the city between 2010-2013, and was appointed as the City Manager in December of 2013, in which capacity he continues to serve today; and

WHEREAS, Mr. Zettel serves as the City’s AICP Certified Planner, Zoning Administrator, and DDA Director, as well as holder of a S-2 Water Distribution Operator license and Michigan Certified Assessing Officers License; and

WHEREAS, Mr. Zettel and the City agree that defined benefit post-employment health care benefits are no longer conducive to modern governmental financial abilities and should be removed from the employment agreement; and

WHEREAS, Adam Zettel and the City have come to an agreement on specific amendments to the terms and conditions of the City’s appointment of him to the office of City Manager;

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

SECTION NO. 1 – ACKNOWLEDGMENT OF APPOINTMENT

The City, acting by and through its City Council and in reliance on all of the acknowledgments, premises and representations made in his application for this position and in this agreement, and the Manager hereby acknowledges the appointment of Adam Zettel to the office of City Manager effective the 1st day of January, 2014, with all such duties, responsibilities outlined within the City’s Charter, City Ordinances, State and Federal Law effective on the date written above.

SECTION NO. 2 - CHARTER REQUIREMENTS

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

SECTION NO. 3 - SALARY

Commencing on July 1, 2019, the Manager shall receive a salary of ~~Ninety-Seven Thousand Seven Hundred Eighty-Five Hundred Sixty-Five~~ Dollars (\$~~97,780,565~~) per year. The salary shall increase by the State of Michigan Department of Treasury Property Tax Inflationary Adjustment Factor or 2%, whichever is more, effective July 1, 2023 and by the State of Michigan Department of Treasury Property Tax Inflationary Adjustment Factor or 2%, whichever is more, on July 1, 2024. All such salary shall be paid in a manner similar to other employees, specifically salary department heads and supervisor's.

~~The salary shall increase by 2% effective July 1, 2020 and by 2% on July 1, 2021.~~ The Manager's performance may be reviewed by the City Council or at the request of the Manager, after twelve (12) months from the date of this agreement, and annually thereafter. Such review shall be based on an evaluation method determined by the City Council after consultation with the Manager. All such salary shall be paid in a manner similar to other employees, specifically salary department heads and supervisor's.

SECTION NO. 4 – AUTOMOBILE ALLOWANCE

The Manager shall receive an automobile allowance in the amount of ~~Three-Four~~ Hundred ~~Thirty-Five~~ (\$~~335,400~~) per month.

SECTION NO. 5 – RETIREMENT & DEFINED CONTRIBUTION PROGRAMS

A). The City Manager shall participate in the M.M.E.R.S. defined contribution plans (being a 401(a) and/or 457 MC), with the Employer's contribution to said plan(s) to be equal to and no greater than ~~78~~% of the employee participant's gross wages. Beginning July 1, 2018, tThe Employer shall also match an additional 1% for each 2% the employee contributes, up to a total Employer contribution of ~~910~~%.

B). Defined Contribution Plan Vesting.

The Employer's contribution to the defined contribution plan shall become vested on behalf of the Assistant Manager participant in accordance with the following schedule:

Less than 1 year completed service:	0% vested
After 1 year, but less than 2 years completed service:	20% vested

After 2 years, but less than 3 years completed service: 40% vested
 After 3 years, but less than 4 years completed service: 60% vested
 After 4 years, but less than 5 years completed service: 80% vested
 After 5 years completed service: 100% vested

C). Defined Contribution Plan - Employee Voluntary Contribution.

The City Manager may make voluntary contributions by payroll deduction of an amount not to exceed the contribution authorized by the MMERS plan. Contributions made by the Manager are not subject to the vesting provisions of Subsection B), above.

Changes to a voluntary contribution schedule may be made no more than one time each contract year.

SECTION NO. 6 - COMPENSATORY TIME

The City Manager shall be entitled to compensatory time, at his discretion, so long as such time is reasonable. Nothing contained herein relative to compensatory time off shall operate or be interpreted to create a vested right to compensatory time off or to accumulate or be paid for such time or overtime

SECTION NO. 7 - VACATIONS

A). Commencing for the calendar year 2014, the City Manager shall be credited with and allowed to use up to 15 vacation days (120 hours) for the year. The City Manager shall earn credit towards vacation with pay in accordance with the following schedule, days to be earned in a current year and credited for use after January 1st of the following calendar year:

Completed Years of Service	Annual Maximum
0	15 Days (120 Hours)
5	20 Days (160 Hours)
20	25 Days (200 Hours)

B). The Manager may receive payment in lieu of the fifth week of vacation, if, at the discretion of the City Council the vacation cannot be taken. Such payment in lieu of vacation shall be at the regular rate of pay.

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

- D). A vacation day or days may be waived by mutual agreement and the Manager shall be paid at the regular rate of pay for the vacation day or days so waived; provided, however, said payment is limited to two (2) weeks in lieu of vacation.
- E). If the Manager becomes ill and is under the care of a duly licensed physician prior to vacation, such vacation will be re-scheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation at his regular rate of pay.
- F). If the Manager is terminated, retires, resigns with proper notice (thirty days), or in the event of death, he will receive any unused vacation credit including that accrued in the current calendar year.
- G). The Manager will be paid his current salary based on his regular scheduled pay rate while on vacation and will receive credit for any benefits provided for in this agreement.
- H). The Manager may accumulate and carry over to the following calendar year a maximum of one (1) week of their annual earned vacation, which must then be used in that following calendar year.

SECTION NO. 10 - HOLIDAY PROVISIONS

- A). The following days are designated as City holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, the Friday following Thanksgiving Day, December 24th, Christmas Day, December 31st, and Birthday, respectively. The Manager will be paid his current salary based on a regular day for said holidays.
- B). Should one of the above listed holidays fall on a Saturday, the preceding Friday shall be considered as a holiday. Should one of the above listed holidays fall on a Sunday, the following Monday shall be considered as a holiday.

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

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

determined upon the basis of the employee's rate of pay at the time of inception of the sick, accident or disability leave. Increases in salary as provided by this contract shall not operate to increase sick and accident benefits unless and until the employee shall have worked following the effective date of any such increase. Employees sixty-five years old or older shall not be eligible for this coverage.

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

C). Absent Leave. The Manager will be allowed to be absent from work up to ninety-six (96) hours during the calendar year. Absent leave shall be credited on January first of each year for use during that calendar year. If the Manager terminates employment during said calendar year and has used more absent leave hours than he has earned as of the date of termination, the Manager shall reimburse the City for the excess absent leave used, and said amount may be deducted by the City from the Manager's final pay check. Absent leave will be prorated at the rate of 8 hours per calendar month of service

D). Absent leave shall be used in increments of no less than one (1) hour. In the case of extended absence due to illness, the Manager shall give notice to the City Council, via the Mayor, along with reasonable continuing information relative to the expected length of such absence. Prior to the return from any absent leave, the City may require medical documentation that the Manager is capable of performing his job description.

E). If at the end of a calendar year the Manager has unused absent leave, he shall be paid for said absent leave, up to a maximum of seventy-two (72) hours. Such payment shall be made on the 2nd payday in January of the next calendar year. Payment shall be based on the Manager's regular rate of pay in effect on the first day of the calendar year during which the unused absent leave was accrued. No unused absent leave may be carried over for use in a subsequent calendar year.

SECTION NO. 12 - LEAVES OF ABSENCE

A). Family and Medical Leave.

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

B). Personal Leave.

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

C). Military Leave for Veterans

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

SECTION NO. 13 - FUNERAL LEAVE

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

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

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

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

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

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

SECTION NO. 14 - LIFE INSURANCE COVERAGE

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

SECTION NO. 15 - HOSPITALIZATION - MEDICAL COVERAGE

A). For the duration of this agreement, and within the terms as set forth within the policy and riders of the provider, or within the terms of this agreement, and except as limited or restricted by 2011 PA 152 and Act 51, MCL 247.6888j, Annual Certification of Employee-related Conditions, the Employer agrees to provide for and pay the premiums for all eligible full time employees and the employee's immediate family, or retirees under the provisions set forth within subsection "G", the current health care and maintenance benefits.

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

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

D). If the plan rules permit, medical, dental and vision insurance benefits shall be available to the Manager immediately upon start or in any event, as soon thereafter as such plan rules permit.

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

- 1). That such sponsored dependent coverage is available.
- 2). The days on which such sign up is permitted are those established by the provider or providers of such benefits.

- 3). On or before the day in which the employee signs up for such benefit, such employee shall pay to the City of Swartz Creek a sum equal to two (2) months premiums for said coverage.
- 4). After signing up for such benefits, the employee shall thereafter pay to the City a monthly premium for such coverage as established by the provider or providers of such benefits. Said monthly premium shall be paid on or before the first day of the month following the sign up day and shall be paid on or before the first day of each month thereafter.
- 5). The employee shall, in addition, be liable for and pay any other costs or expenses charged to the City by any provider in connection with the provision of such sponsored dependent rider and, upon presentation of a bill therefore, shall pay same within ten (10) days of the date thereof.
- 6). If the City has not received from the employee any sum due as provided in subsections 1 through 5 above, the City Manager shall forthwith terminate such benefit for such employee and shall advise the employee of such termination. Any sum due to the City as of such date shall be paid by the employee forthwith.

F). Cash Opt-Out Option. An eligible full time employee, upon written request to the City Manager, may elect not to participate in the health, prescription insurance package currently offered to employees in the bargaining unit. In the event health and prescription are not elected, those employees who elect not to participate shall be paid the sum of Three Hundred Dollars (\$300) for each calendar month the employee does not participate. If an eligible employee wishes to opt back into the Plan, he or she may do so on the terms as determined by the insurance provider. Any partial month shall be prorated.

G). Retiring Employees. The City Manager shall be provided with a Health Care Savings Program, into which the Employer shall deposit ~~34~~34% of gross wages. These funds will be available to the employee after separation for any reason, with no vesting period.

SECTION NO. 16 - WORKERS' COMPENSATION - ON THE JOB INJURY POLICY

- A). Each employee will be covered by the applicable Workers Compensation Laws. Any employee who becomes injured because of the performance of his/her duties, should report that injury immediately to his/her immediate supervisor. If necessary the employee should report to a physician.
- B). If the employee suffers lost time because of the injury received at work, Workers Compensation will be paid in accordance with the provisions of the Workers Compensation Act of the State of Michigan.

C). In addition such employee will receive supplemental compensation equal to the difference between eighty (80%) percent of the employee's normal gross salary and the above Workers Compensation. Supplemental compensation payments will normally be continued for a maximum of twenty-six (26) weeks.

D). Any request for extension beyond twenty-six (26) weeks may be decided by the City Council.

SECTION NO. 17 - JURY DUTY

Employees who serve on jury duty will be paid the difference between his/her pay for jury duty and his/her regular salary.

SECTION NO. 18 - PROFESSIONAL MEMBERSHIP FEES / TRAINING

A). The City will pay the Manager's annual dues for membership in professional organizations, such as the International City Managers Association (the ICMA) and the Michigan City Management association, where such membership is intended to maintain and improve the Manager's performance under this agreement and be beneficial to the City.

B). The City Council will consider a recommendation from the Manager to include in each annual budget appropriation reasonable amounts to be used by the Manager for participation in or attendance at educational programs, conferences and workshops on subjects directly related to the Manager's performance of his job.

C). The City Council will consider a recommendation from the Manager to include in each annual budget appropriation reasonable amounts to be used by the Manager for membership in a service organization required by the City.

SECTION NO. 19 - DISCHARGE

The Manager acknowledges and understands that the office of the City Manager is one which, pursuant to the City Charter, is held at the pleasure of the City Council and that the Manager may be discharged at any time for any reason whatsoever. If the Manager is discharged for any reason other than: a) his failure to perform the powers, duties, functions and responsibilities placed upon him by the City Charter or by the City Council; or b) his commission of any other act which constitutes cause for discharge, including, but not limited to, willful malfeasance, gross negligence or criminal conduct, he shall receive severance pay in the full amount of his then periodic salary together with medical insurance as provided in Section 15, above. Such severance pay shall be paid to the Manager in the same periodic installments as the regular City payroll. The City's duty to pay such severance pay and benefits shall continue for a period of ninety (90) days from the date of termination. No other benefits provide for in this agreement shall accrue to or be earned by the Manager during such ninety (90) day period.

Payment by the City of such severance pay and benefits shall constitute liquidated damages for any claims the Manager may have against the City related to such discharge and shall constitute a full and complete release of the City from any liability therefore. The Manager shall execute such a release in a written form approved by the City attorney prior to payment of any portion of such severance pay or benefits. In return for such severance pay, the Manager shall be available to the City at reasonable times and places for consultation on City business matters on which the Manager has knowledge that was acquired during the term of this agreement.

Should this agreement not be renewed by the City, or should it be extended as provided in paragraph 20, below, the severance pay provisions contained herein, including the designation of same as liquidated damages, shall continue and remain a separate and continuing obligation of the City existing Independent of this agreement if the Manager's employment is later terminated.

SECTION NO. 20 – TERMINATION BY MANAGER; RESIGNATION

The Manager may terminate this agreement at any time by providing the City Council with no less than thirty (30) days written notice of his voluntary resignation and termination of this agreement. Upon such termination by the Manager, the Manager shall not be entitled to any of the severance pay or benefits described in Paragraph 19, above.

SECTION NO. 21 - INDEMNIFICATION

The City will defend and indemnify the Manager for liability incurred for administration acts, errors and omissions performed within the scope of his duties under this agreement and the City Charter.

SECTION NO. 22 - TERM

This agreement may be amended at any time by mutual written agreement of the parties. This agreement will be renewed automatically from year to year thereafter unless either party requests in writing that it be renegotiated or that it not be renewed. Such request, to be effective, must be received by the non-requesting party at least ninety (90) days prior to the date of automatic renewal.

SECTION NO. 23 - ARBITRATION

Any dispute, controversy or claim between the Manager and the City regarding the terms and conditions of this agreement or the breach thereof, the Manager's termination from employment including (to the extent permitted by law), but not limited to, claims of discrimination based on race, color, religion, national origin, age, sex, height, weight or marital status, shall be submitted to the American Arbitration Association for resolution pursuant to its rules applicable to such claims

and subject to the following conditions:

- A. Unless otherwise required by a statute of limitations, no lawsuit or action at law may be maintained prior to the completion of the arbitration.
- B. The Manager and the City shall each be responsible for their own costs and attorneys fees unless otherwise ordered by the arbitrator in a final award.

SECTION NO. 24 - SEVERABILITY

All agreement and covenants contained herein are severable and, if any of them are held to be invalid by a court of competent jurisdiction, such ruling shall not invalidate this agreement, and each provision of this agreement, including the termination and severance pay provisions, shall be interpreted as if such invalid agreement or covenants were not contained therein.

SECTION NO. 25 - REPRESENTATIONS

The Manager hereby represents to the City that he is of sound moral character and that he has never been convicted of any crime, whether felony or misdemeanor, excluding minor traffic offenses, and that he has not been determined in any legal or other professional proceeding to be responsible for any act of moral turpitude. The City hereby relies on those representations and conditions this agreement thereon. The Manager will execute any waivers or releases necessary to allow the City to conduct a background check to verify these representations of the Manager. If, as a result of said background check, the City acquires any information indicating that any such representations by the Manager are untrue, it shall provide such information to the Manager forthwith, who shall have a reasonable opportunity to respond to such information. If the City then finds that the Manager made any such representations knowing same to be untrue, it may terminate this agreement forthwith and such termination may, in the sole discretion of the City, be deemed to be a discharge for cause.

SECTION NO. 26 – BINDING EFFECT

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

SECTION NO. 27 – APPLICABLE LAW

This agreement shall be subject to and all terms and provisions hereof shall be construed in accordance with the law of the State of Michigan.

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

THE CITY OF SWARTZ CREEK:

By: Dave Krueger, Mayor

MANAGER:

Adam H. Zettel

By: Connie ~~Eskew~~ Olger, City Clerk

*APPROVED AS TO FORM:
Michael Gildner, City Attorney*

Professional Services Agreement

Contract Not to Exceed \$12,000.00

Term:

PARTIES: This Agreement is made this 15th day of July 2022 between City of Swartz Creek hereinafter called CSC and DAVIS KIRKSEY ASSOCIATES, INC., hereinafter called CONTRACTOR.

City of Swartz Creek

DAVIS KIRKSEY ASSOCIATES, INC

(CSC)

(CONTRACTOR)

8083 Civic Drive

1337 North Acre Drive

Swartz Creek, MI 48473

Rochester Hills, MI 48306

1. CONSIDERATION

In consideration of the mutual promises, obligations, representations, assurances and agreements in this Agreement, CSC and Contractor agree to be bound by the terms and conditions herein.

2. SCOPE OF CONTRACTOR'S SERVICES

Contractor shall perform the work and give services as follows. All such work and services shall be under the supervision of CSC.

- A. Aid in actively pursuing federal grant and funding opportunities for CSC for the development of Otterburn Park.
- B. Aid in forming and supporting partnerships with other organizations and governmental entities.

3. TERM

The term of this Agreement *begins* **July 15, 2022**, and unless otherwise ended, canceled, or amended as provided herein ends 11:59:59 PM on **July 15, 2023**, at which time this Agreement expires without any further act or notice of either party being required.

4. TERM EXTENSIONS

The parties may mutually agree to renew or extend the term of this Agreement, but the parties are under no obligation to do so.

5. **CONTRACTOR'S REPRESENTATIONS**

Contractor stands for and calls for to CSC and CSC relies on, the following facts as material inducement to enter into this Agreement.

- A. Contractor is not related to any employee or elected or appointed official of CSC.
- B. All services performed hereunder will be performed in a manner that follows all applicable statutes, regulations, ordinances, and professional standards.
- C. Contractor will pay Contractor's own local, state, and federal taxes, including without limitation, social security taxes and unemployment compensation taxes and will file tax return(s) with the proper federal, state, and local authorities.
- D. Contractor keeps a business office at the address listed above.
- E. Contractor will not seek employment as an employee of CSC during the term of the contract.
- F. Nothing in this Agreement is intended to set up an employer-employee relationship with CSC.

6. **CONTRACTOR RELATIONSHIP**

Contractor's relationship to CSC is that of an Independent Contractor. This Agreement shall not cause CSC to be liable for, or Contractor to accrue, employee benefits such as, but not limited to, worker's compensation, retirement, pension, vacation, pay, sick pay, merit increases, annual leave days, promotion, disability pay insurance of any kind or any other right or liabilities that may raise out of an employer-employee relationship.

7. **PAYMENT**

Retainer/1st payment

Upon Full execution of agreement, a retainer for \$3,000 shall be paid to secure the agreement.

Flat Monthly Rate-

2nd Flat Rate Payment of \$3,000 due on November 15, 2022.

3rd Flat Rate Payment of \$3,000 due on March 15, 2023.

4th and final Flat Rate Payment of \$3,000 due on July 15, 2023

Contractor shall send an invoice to CSC for the balance of payment for the work or services performed.

CSC shall have no obligation to remit payment until a proper invoice is sent. CSC shall provide to Contractor a proper contact to send an invoice to CSC on a scheduled prompt basis for a flat

professional services rate. CSC shall supply prompt payment according to the terms of the Professional Services Agreement as set forth.

8. **IN-KIND SERVICES**

This agreement does not authorize any in-kind services unless previously agreed by CSC and specifically listed here.

9. **CONTRACTOR'S RESPONSIBILITY FOR COSTS**

Contractor is responsible at Contractor's sole expense for getting any necessary equipment and supplies not otherwise provided by CSC. Contractor shall bear and be responsible and liable for all costs and expenses incidental to Contractor's performance of services for CSC, including but not limited to professional dues, association fees, license fees, fines, and penalties. CSC shall not be liable for any expenses incurred by Contractor in performing work or services for CSC unless the parties otherwise agree.

10. **AUDIT**

Contractor shall allow CSC auditors to perform financial and compliance audits as proper with the authority to access all pertinent records and interview Contractor throughout the term of the Agreement and for a period of ONE YEAR (1) year after end, termination, or cancellation of the Agreement.

11. **CSC RESPONSIBILITY FOR SUPPORT**

CSC shall try to supply reasonable and necessary support including but not limited to needed analytical, statistical, or departmental information, resources or any other information considered proper by the parties in the spirit of good faith and cooperation for Contractor to conduct, complete or otherwise perform work or render the services under this Agreement.

12. **ACCESS TO CSC FACILITIES**

While Contractor keeps the right to perform services at any time any services require access to CSC facilities may only be performed during the CSC regular business hours.

13. **CONFIDENTIALITY**

Contractor agrees that except for Contractor's personal data, resources and information, all data, documentation, software, and information. in whatever form, produced, created, showed to, or received by Contractor in connection with the performance of work, or the rendition of services under this Agreement shall be the sole and exclusive property of CSC. Contractor shall treat such data, documentation, software and information on a confidential basis and Contractor shall not, without CSC consent, show the same to any third party or use it for the benefit of anyone other than CSC. Contractor's responsibility to maintain confidentiality benefit of anyone other than CSC Contractor's responsibility is to keep confidentiality of information shall survive and continue beyond any termination, cancellation, amendment, or expiration of this Agreement.

14. **NON-EXCLUSIVITY**

Nothing contained in this Agreement is intended to prevent Contractor from offering or supplying services to the public or other business entities, municipalities, or governmental agencies, during or after the term of this Agreement, or from working for more than one firm, entity, or agency during the term of this Agreement. Contractor may supply services to others during the periods when Contractor is not engaged in performing services for CSC. This Agreement is a non-exclusive agreement and CSC may engage other contractors, consultants, or employees to perform the same services Contractor performs.

16. **PERSONAL SERVICE NON-ASSIGNABILITY**

This Agreement is intended to be a professional service contract with Contractor, personally based on Contractor's unique skill, talent, ability, and experience. The work performed and the services to be rendered hereunder shall be performed by the Contractor personally and such work or services may not be assigned, delegated, subcontracted, or otherwise performed or rendered by third parties on behalf of the Contractor without the prior, express permission of CSC.

17. **CONTRACTOR'S INABILITY TO PERFORM**

In the event Contractor is unable to perform the services required under this Agreement within the time or in the manner which performance is due. Contractor stays solely responsible for complete performance which includes but is not limited to, the retention of an assistant who is satisfactory to CSC in the event Contractor foresees that she will be unable to perform such services when due. All assistants employed by Contractor are employed at Contractor's own expense (including taxes and insurance) and Contractor stays solely responsible for and fully liable for the conduct and supervision of any assistants it employs. Contractor calls for that any services performed by Contractor's assistants shall fully follow the terms of this Agreement and shall be of the same quality of service as Contractor has customarily provided to CSC. All assistants employed by Contractor shall be considered employees of the Contractor and not employees, agents, or sub-contractors of CSC.

18. **TERMINATION**

This Agreement may be terminated or canceled by either party upon the occurrence of any of the following events and the terminating/canceling party shall have no liability to the other party in the exercise of such right:

- A. By either party, if the other party has breached a covenant, obligation or warranty under this Agreement and such breach, remains uncured for a period of ten (10) days after notice thereof is sent to such other party.
- B. By either party if Contractor ceases to conduct business or.
- C. By CSC, if Contractor does not correct or resubmit previously rejected work, service or deliverable that Contractor is responsible for under the Agreement.
- D. This Agreement may be stopped or canceled by either party for convenience on thirty (30) days prior written notice to the other party.

In the event either party stops, cancels or this agreement expires. CSC shall have no further liability to Contractor, except to pay Contractor for the works or services performed by Contractor

before the notice of termination, cancellation or end and pay for any work or services performed by Contractor after the notice of termination, cancellation or end of this agreement has been sent.

19. **ENTIRE AGREEMENT AMENDMENT**

This Agreement is the sole and entire agreement between the parties relating to the subject matter hereof and supersedes any prior understanding or agreements. Any amendment to the Agreement must be in writing, signed, dated, and agreed to by both parties.

Dated: _____

CONTRACTOR:

DAVIS KIRKSEY ASSOCIATES, INC.

By: Linda K. Davis-Kirksey

President

City of Swartz Creek

(CSC)

Dated: _____

By: