

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday, October 12, 2015, 7:00 P.M.
City Hall Building, 8083 Civic Drive Swartz Creek, Michigan 48473**

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
 - 4A. Council Meeting of September 28, 2015 MOTION Pg. 22
5. **APPROVE AGENDA:**
 - 5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
 - 6A. City Manager's Report MOTION Pg. 2
 - 6B. 2016 Proposed Fire Authority Budget (Business Item) Pg. 31
 - 6C. 2015 Proposed Fire Authority Budget Amendment Request (Business Item) Pg. 43
 - 6D. Road Striping Proposal (Business Item) Pg. 44
 - 6E. Winston & Miller Water Main Proposal (Business Item) Pg. 45
 - 6F. Police Authority Draft Interlocal Agreement Pg. 47
 - 6G. Monthly Reports (Building, DPW, Police, Budget, Check Register, & FANG) Pg. 70
 - 6H. Zoning Amendment Proposal - Map Changes (Business Item) Pg. 100
 - 6I. Personnel Policy Manual Draft Pg. 103
 - 6J. Crown Castle Amendment (Business Item) Pg. 178
 - 6K. Marijuana Dispensary News Article Pg. 189
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Fire Department 2016 Budget RESO Pg. 12
 - 8B. Fire Department 2015 Budget Amendment RESO Pg. 13
 - 8C. Road Striping Bids RESO Pg. 13
 - 8D. Winston and Miller Water Main Engineering Proposal RESO Pg. 14
 - 8E. Park Board Resignation/Appointment RESO Pg. 14
 - 8F. Zoning Ordinance Amendment 422 - Fences RESO Pg. 15
 - 8G. Zoning Ordinance Amendment 423 - 5017 Third Street Map Amendment RESO Pg. 17
 - 8H. Zoning Ordinance Amendment 424 - Dye Road Map Amendment RESO Pg. 19
 - 8I. Crown Castle Amendment RESO Pg. 20
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

City of Swartz Creek
CITY MANAGER'S REPORT
Regular Council Meeting of Monday, October 12, 2015 - 7:00 P.M.

TO: *Honorable Mayor, Mayor Pro-Tem & Council Members*
FROM: Adam Zettel, City Manager
DATE: October 7, 2015

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

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

The raceway management attended the workshop on August 31. It was indicated that a business similar in nature to the raceway, with a similar impact, is working on a purchase. We do not know more. However, I have still been making regular contact with them in an effort to have the site marketed by a commercial broker. I have also been marketing the site to outside entities as best I can. We shall see what happens.

There has been a bit more buzz than usual the last few weeks. I am hoping the commercial brokers have taken an interest.

✓ **OUTSTANDING APPEALS** *(No Change of Status)*

The two notable appeals are the raceway and the golf course. Both of these facilities had appeals filed in 2014, and both of them were ultimately withdrawn. Due to the uniqueness of these facilities and the value of the appealed amount, the city choose to allocate funds to challenge these appeals and perform necessary appraisals. This will likely be the case again. However, there is still time to work with so consider this an informational update only.

Once the assessor reviews all cases and we have more time to communicate with owners, we will be in a better position to know which appeals should be opposed, negotiated, or accepted.

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

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

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

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

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

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

- ❑ **SIGNAL PHASING STUDY FOR MILLER AND MORRISH** *(No Change of Status)*
OHM has been given the nod to study this for us. We will await the findings. See the report from August 24, 2015 for details.

- ❑ **20 YEAR STREET PLAN** *(Update)*

It appears the state is genuinely moving closer to enacting a more sustainable road fund. The most recent plan appears “doable” and is projected to raise \$1.2 billion for roads, though a compromise may reduce this to \$800 million. The full amount is in line with the state May ballot proposal. If this holds true and the revenues are distributed accordingly, we can expect such a plan to increase funds to the city by about \$250,000 per year.

What the state decides to do (or not do) will have a major impact on funding our plan. Once this is evident, we should move forward with a plan to fund whatever revenue gap exists. As discussed, this could be any combination of assessments, a levy, and a re-apportionment of existing/new state revenues. If the state fails to act or does so in a way that has a negligible impact, we may need to decide to move forward without consideration of the state’s contribution. Either way, we should prepare ourselves to revisit this issue late this fall or in early winter.

See the May 11 report for prior details.

- ❑ **2015 STREET BIDS-SCRAP TIRE GRANT** *(Update)*

The city is moving forward with engineering of the intersections of Winston and Miller, as well as Fairchild and Miller. We expect this work to be done after school releases in 2016.

In a related matter, staff is asking the city council to consider replacement of some water main under the intersection of Miller and Winston. This area has some known issues and has been prone to breaking. When it broke last, the damage to the road was pretty devastating. With that in mind, we certainly did not want to apply a new surface to the road before we can take care of the underlying issues (no pun intended). Tom has been working with Lou Fluery on a proposal to replace the relevant water main sections on Miller and Winston. They estimate this will cost about \$75,000 for construction, with expenses to be paid out of the water fund. At this time, we have a resolution to prepare preliminary engineering/bidding services for an amount not to exceed \$8,924.

This is not the most efficient way to replace underground infrastructure, but it would be almost pointless to fix the street if we don’t address the concern now.

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

- ❑ **SEWER REHABILITATION PROGRAM** *(Update)*

We expect Liqui-Force to begin work in November on the east side of Seymour (Greenleaf) and east side of Greenleaf (Durwood), and west Seymour (Valleyview).

- ❑ **KWA** *(No Change of Status)*

The KWA water pipeline held a dedication ceremony on June 17th at their proposed water treatment station near Columbiaville. They are still ahead of schedule and under budget. The most recent estimates place the authority in operation by the end of 2016 on a limited basis, serving Flint. It is expected to be serving all authority customers by fall of 2017.

❑ **STORM SEWER** *(No Change of Status)*

The county agreement has been approved and awaits a master signature page for all participating communities.

❑ **WATER LOSS** *(Update)*

We continue to work on priority meter replacement and billing diagnostics. However, I am not confident that we will find enough water loss in pursuing these avenues to bring water loss down to an acceptable level. Tom and I met with Johnson Controls last week to see what leak detection and other professional services might exist to address this matter. While I suspect their services (or similar services) will not be cheap, we could be losing enough money each year to support a modest capital improvement program. That is not acceptable, and the longer the community loses water, the more money goes down the drain (pun intended).

I will report future findings and any professional service options at a future date.

✓ **PERSONNEL: POLICIES & PROCEDURES** *(Update)*

The committee met on September 15th and was able to review the rest of the personnel handbook. Department heads have had some input and good ideas and now I am awaiting informal feedback directly from employees. Barring unforeseen issues, I expect to have this policy before the city council for deliberation and approval on October 26th.

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

A draft of the interlocal agreement is available for review. The committee members of the city met with the Mundy appointees on October 1. There were some points of clarification and a couple recommendations, but the agreement was received well. I also felt the collective group had an open, productive rapport right from the start.

I have attached a complete draft of the agreement with the intention to bring this back for deliberation and a vote by the city council on October 26th. Please review and comment. Note that approval of the agreement at this point is only to enable a unified body to represent joint interests of the department on an interim basis. This is why the attachments cannot be provided at this point and are intended to be developed at a later date, subject to another affirmative vote.

TO BE CLEAR, INITIAL APPROVAL OF THIS AGREEMENT WILL NOT JOIN OR MERGE POLICE DEPARTMENTS. THIS WILL BE A VOTE TO FORM AN AUTHORITY THAT CAN NEGOTIATE WITH LABOR UNIONS, PRODUCE POLICIES, AND PROVIDE A BUDGET. A VOTE BY BOTH MUNICIPALITIES, AFTER PRESENTATION OF SUCH DOCUMENTS AND PUBLIC HEARINGS, WILL STILL BE REQUIRED AFTER 180 DAYS TO AFFIRM PARTICIPATION. IF SUCH AN AFFIRMATIVE ACTION DOES NOT RESULT FROM BOTH PARTIES, THE

AUTHORITY WILL NOT PROVIDE POLICE SERVICES AND THE DEPARTMENTS WILL STAY LOCAL.

The reason that an authority needs to be established prior to a vote on a final merger is due to some practical considerations. The primary one being the need for the creation of a recognized entity to perform collective bargaining with a unified labor bargaining unit, as well as the ability to analyze retirement programs with the Municipal Employees Retirement System of Michigan. Without a unified bargaining agreement, there can be no reasonable budget projection. Without an accurate budget and staffing projection, there can be no reasonable consideration of the costs/benefits of a joint department.

With that said, I hope the city council sees this for what it is, a required next step to study and present joint service costs and service levels. However, do invest some time with the agreement and ask questions because an affirmative vote under this agreement to transfer police duties WOULD make this agreement effective.

✓ **SPRINGBROOK EAST & HERITAGE VACANT LOTS** (*Update*)

Per the purchase agreement terms, an escrow has been established to ensure completion of the streets in the developer-controlled sections of Springbrook East. A contractor has been selected by the developer and was onsite by September 25th to ascertain the scope for capping the streets under the eye of the city's engineer.

At that point, new areas of deterioration were noted, including voids under curbs, catch basin damage, and more extensive base damage. A new work scope is being worked out between the city, developer, and contractor. Our intention is to bring the streets up to the public standard for dedication. Since we are not aware of any other outstanding issues of a public interest, I expect to terminate and empty the escrow account upon successful completion of the road project.

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

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

✓ **MEIJER COMMUNITY DONATION** (*No Change of Status*)

I have contacted Meijer, and they definitely wish to have a public event to commemorate their contribution to the community. This is overdue. If any council members have ideas with commemorating their contribution towards the Fortino Sidewalk, now would be the time to bring them up.

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

The planning commission is considering this issue as they amend the master plan. It appears that the planned addition of some asphalt millings to the streets will be cost prohibitive. We may still need to spend some time and money on these streets. Since this is a platted subdivision with public streets, the city is in a position to provide access to the lots by owners for maintenance.

Looking at the problem through a larger lens, we need a drainage and infrastructure solution for the entire plat. With more lots available through tax foreclosure, this may enable the city to have more control over what improvements occur and how they are paid for. The more lots the city controls, the more options we have for making improvements, providing drainage, and recouping costs.

The original report is included in the April 13, 2015 report.

✓ **NEWSLETTER (Update)**

The next edition of our community newsletter is expected to be distributed the week of October 12th. Let me know if you wish to supply content or desire to see specific information covered in this edition. This is the very last call. I expect to cover the merger happenings, the new water rates, and winter sidewalk maintenance.

✓ **FENCE ORDINANCE (Update-Business Item)**

The Planning Commission took a final look at an amended fence ordinance that would make screening of corner parcel "side yards" much easier. A public hearing was held, and no additional comments were made. The version attached is the same that the city council saw in September. The commission recommends approval of this ordinance.

✓ **MEDICAL MARIJUANA MORATORIUM (Update)**

The council placed a moratorium on medical marijuana dispensaries and growing facilities, effective April 23, 2015. This is a 180 day moratorium that is set to expire at the end of October and follows the original moratorium that was set in place in October of 2014. Among other reasons, the moratorium was put in place to better prepare for pending state legislation that would dramatically alter the playing field.

The planning commission considered this issue on October 6th. In the absence of new state legislation, the city attorney recommends that the city do nothing, allow the moratorium to expire, and review any dispensary applications that are received in accordance with the state law. The planning commission agrees with this assessment and recommends that the city council take no action for the time being.

The city still reserves the option of amending or eliminating this ordinance, with or without changes to the state law. This may not be a bad idea and the city council should offer suggestions on the matter. I do concur with Mr. Gildner regarding the need for a resolution to this matter and an end to the moratorium.

As of writing, it appears the state House has approved some new legislation. I have not had a chance to read it, but it appears to lead towards loosening up dispensary allowances. I will watch action in the state Senate and keep the city council informed. This may die on the vine or move quickly. Again, moratoriums may not be the answer given the uncertainty. I would like to hear from council on whether the city should move in the same direction as the state and enable more retail-style uses, or if we should consider eliminating this ordinance until the implications of legislation become more clear.

✓ **RENTAL REGISTRATION AND INSPECTIONS (Update)**

A few registrations have been received. We conducted training with BS&A to ensure proper software setup. We are conducting a test run with a couple units to make certain that our process is sound and any modification needs are addressed before the surge of registrations is received.

The City of Durand, who also approved a nearly identical rental inspection program, shared the cost of the training event. Once we are confident in our software and processes, we will send out notices to the owners of known/suspected rentals within the city. At this point, it appears there are 293 single family homes that do not have a full homestead exemption, in addition to all of the apartment complexes.

- ✓ **K9 UNIT** *(No Change of Status)*
The dog has been delivered. His name is Rosco, and he is a “good dog” according to the department. Ike will remain with us while training of Rosco continues.

- ✓ **DYE ROAD PROPERTIES** *(Update-Business Item)*
The planning commission discussed a zoning change for these properties at their regular meeting on October 6, 2015, beginning at 7:00 p.m. The staff recommendation moving into the meeting was neutral, finding support for the existing zoning of general business district and a change to light industrial. Public comment was made by two members of an existing business within the middle of the four properties considered for a zoning change (Burgess Dental Office). They indicated that they would oppose a change to industrial zoning at this time. The planning commission voted to recommend retaining the existing zoning of general business district.

- ✓ **5017 THIRD STREET** *(Update)*
This property has transferred to its new owners in accordance with the purchase agreements and quit claim deeds approved by the city council. The city is moving forward with zoning the north half to central business district (from downtown residential) to match the existing business (Wood’s Collision). The planning commission discussed the zoning change for these properties at their regular meeting on October 6, 2015, beginning at 7:00 p.m. No public comment was made. The planning commission voted to recommend the zoning change to central business district.

- ✓ **CAPPY LANE LIFT STATION** *(No Change of Status)*
Rowe Professional Services Company will be handling the design and bidding for the lift station. I expect they will be ready to release this to received pricing in the middle of the winter.

- ✓ **SUNOCO STATION** *(No Change of Status)*
With environmental work completed, the next step is to work with Exxon to do as much as they can to clean up the site from a practical standpoint. We have the ability to make this easy on them if they play ball. For example, the city could pass an underground water use ordinance for the affected area that would make it easier to “close” the site in the eyes of the state. If the city were to begin crafting such an ordinance, I suspect the council would want to see the tanks and affected soil removed first. I am working with Mike to establish contacts.

✓ **MOSQUITO CONTROL** *(No Change of Status)*

Rose Pest Control presented some options at the September 14th meeting. There was not further discussion or a resolution on the matter. To enact mosquito control for the 2016 summer, a decision would be needed by the end of this calendar year for proper noticing and permitting.

Staff has no recommendation to proceed or not to proceed in regards to this matter. Public input has not been large. While some definitely support the initiative, the source of funds would be the general fund, placing this program in revenue competition with essential services and the street fund transfers. Furthermore, findings seem to support the notion that the single biggest contributor to mosquito prevalence is larva in open water containers in residential settings. With that said, public education combined with city-administered catch basin treatment may be an alternate.

At this point, I will await direction from the city council before proceeding further on the matter.

✓ **ELMS PARK CONVERSION PUBLIC HEARING** *(Update)*

All required applications and supplemental information has been submitted to the state Department of Natural Resources and State Historic Preservation Office. We await their findings. Note that some professional service costs will be incurred to create a new metes and bounds description survey and map for the change in 'recreation' property.

See the council packet for August 10, 2015 for the full report.

✓ **WIRELESS LEASE EXTENSION PROPOSAL** *(Update-Business Item)*

The agreement letter proposal from Crown Castle has been approved by the city council. The tenant now desires to move forward, and we received an official amendment. If this sounds confusing, consider the transaction in the same light as the recent real estate transactions of the city. First, one offers a purchase agreement to get a certain property right in exchange for some deposit. Once executed, the buyer has the right to move on to step two and secure the deed in exchange for the full payment.

That is essentially what is happening here. The council agreed to certain terms in a letter of agreement. Now that execution is complete, the tenant can choose to place those terms into a binding contract amendment. They are doing so at this time. Perhaps it is more simply explained by comparing the two step process to a proposal for marriage, followed by marriage.

Anyway, the letter of agreement (proposal) was approved by both parties. Now it is time to place those same terms into a formal contract amendment (marriage). A resolution to approve the reference amendment and memo of amendment is included.

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

❑ **MONTHLY REPORTS & UPDATES** *(Update)*

The building, DPW, Flint Area Narcotics Group, police, & budget reports as well as the check register are included with the packet.

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

❑ **PLANNING COMMISSION** *(Update)*

The planning commission had a heavy agenda for October 6th. The zoning changes for 5017 Third Street, the Dye Road properties, and fences are discussed separately in this report, as are their findings concerning the medical marijuana moratorium.

In addition to those items. The commission discussed the August workshop and its implications on the master plan. Like the DDA, the commission feels that a community brand and/or theme would be beneficial to the city. They will likely have a substantially complete master plan draft available in November.

❑ **DOWNTOWN DEVELOPMENT AUTHORITY** *(Update)*

The DDA is scheduled to meet October 8th. The only item of business is the Paul Fortino Drive planning process. Conversation is expected to take place regarding methods for engaging the public and creating plan alternatives, likely with the provision of professional design services. I will report back DDA actions and findings.

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

The zoning board of appeals met on the 16th of September at 6:00 p.m. to consider an interpretation of the zoning ordinance as it relates to veterinary clinics. This was in response to the enforcement action carried out at the Family Farm & Home for their onsite veterinary clinic that was conducting business without a special land use permit as required by ordinance.

After presentation by the veterinary service provider and deliberation by the board, it was decided that their use met the current definition of a veterinary clinic. The service provider has since inquired about applying for a special land use permit for this location.

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

The park board met on October 7th. They were presented an offer by a pair of Eagle Scout candidates to donate a dog park to Elms Park. Questions were asked about safety, insurance, location, and other impacts. The boys were directed to report back more findings for review.

The commission also heard a presentation regarding additional play equipment for Elms Park. It was found that not enough separate play area exists for toddlers and very young kids. The board will convene on November 4th at Elms Park to discuss what equipment could be added and where it could go. This addition is expected to be funded by the community and installed in 2016, pending city council approval.

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

There is nothing to report.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **STREET PAINT MARKING BID** *(Resolution)*

Overband crack sealing is underway. As stated in the previous report, the city needs to follow this up with new line painting to delineate travel lanes and other markings that might be compromised by the sealant. The city should also mark the rest of the streets in town while we are at it so we might benefit from the economies of scale for this maintenance activity.

We have a good standing practice of piggy-backing with the Genesee County Road Commission bid for this work. The bids received by the county are attached, and the contractor indicated they would honor this unit cost for the city when they are in the area working on behalf of the county. As it is with road salt, there is no way the city could get this kind of scaled pricing on our own. I recommend we accept the county bid in lieu of a separate bidding process. Tom indicates that this contractor has done good work for the city in the past.

The last time that the city performed this work was in 2012. The scope will be different this time because we need to add a section of Morrish Road that was not included in that year, and we need to remove the sections of Miller that are new this year. Based upon our calculations, the amount of paint used (measured in lineal feet) drops by about 9% as indicated in the chart below. The chart also reflects 2012 and 2015 pricing by bid units and extrapolated estimates.

Description	2012 Feet Actual	2015 Feet Estimate	2012 Unit Cost	2015 Unit Cost	2012 Price Actual	2015 Price Estimate
Solid Yellow	70,788.00	63,589.00	\$0.043	\$0.043	\$3,043.88	\$2,734.33
Skip Yellow	5,905.00	4,881.00	\$0.050	\$0.043	\$295.25	\$209.88
Skip White	1,748.00	-	\$0.060	\$0.060	\$104.88	\$ -
Solid White - Lane	2,043.00	1,905.00	\$0.041	\$0.050	\$83.76	\$95.25
Solid White - Edge	37,578.00	37,180.00	\$0.041	\$0.043	\$1,540.70	\$1,598.74

Totals **118,062.00** **107,555.00** **\$5,068.48** **\$4,638.20**

A resolution is included to accept the county bid at the unit prices indicated.

✓ **PARK BOARD APPOINTMENT** (*Resolution*)

Mr. Gardner has sent written notice of his resignation from the parks and recreation advisory board, effective immediately. A replacement to fulfill his obligations through December 31, 2018 is required. The mayor is recommending Mr. Dennis Reno.

✓ **FIRE DEPARTMENT BUDGETS** (*Resolutions*)

Included with tonight’s agenda is the 2016 FY Fire Budget. The Fire Board moved this forward for municipal approval at the meeting held September 21st. Clayton Township Supervisor, Mr. Gheringer, has given a tentative approval on their behalf. The total amount for FY 2016 is \$270,000, a 7.5% decrease from fiscal year 2015. Our one-half

obligation is \$135,000. Noted increases are in firefighter wage projections and noted decreases are in loose equipment and accounting wages. Mr. Cole intends to be at the meeting to answer questions and provide explanation.

In addition to the 2016 budget, the fire board is requesting an amendment to the 2015 budget. The purpose is to purchase some mobile data terminals (MDT's) that were budgeted for procurement in 2014 but were not able to be delivered, installed, and invoiced until 2015. The fire board resolved to carry over the amount of \$10,000 from the 2014 fiscal year to the 2015 fiscal year. Since that decision, there has been some debate about whether or not the fire board can unilaterally do this without municipal approval.

To put the matter to rest, the fire board has since requested a municipal budget amendment to reflect the carryover of \$10,000 from 2014 to 2015 to purchase the MDT's, line item 4978. This would increase the 2015 allocation from the city by \$5,000, but no transfer of funds would be necessary because the fire board carried over the \$10,000 in fund balance for this purpose.

The MDT's were found to be necessary and were budgeted accordingly. This is really a matter of timing that was out of the fire departments control. I recommend approval of the amendment to the current budget.

Council Questions, Inquiries, Requests, Comments, and Notes

- ❑ *Laptops & Antivirus:* IT would like to take a look at all city council member laptops to ensure proper updates throughout, including antivirus. Please drop your laptop off at city hall when you have the time.
- ❑ *Seymour Road:* Seymour Road was resurfaced in 2008.
- ❑ *Neighborhood Improvement Authority (PA 61 of 2007):* The city did consider a neighborhood improvement authority in 2007, up to and including the preparation of resolutions of intent. However, studies of the financial impact at that time determined that, "Without the ability of the City to 'opt out' of the TIFA [tax increment financing plan], there would likely be little value in the creation of a NIA with a TIF plan. The loss of future tax revenues from an area this size [190 parcels], relative to the City as a whole, would limit the City's ability to function and perform basic services." Given the city's stronger reliance on local taxes and assessments, I believe the impact would be the same, if not greater under the current circumstances.

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, October 12, 2015, 7:00 P.M.**

Resolution No. 151012-4A MINUTES – September 28, 2015

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, September 28, 2015, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 151012-5A 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 October 12, 2015, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 151012-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of October 12, 2015, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 151012-8A ADOPT 2016 FY FIRE BUDGET

Motion by Councilmember: _____

I Move the City of Swartz Creek approve the 2016 Fiscal Year Swartz Creek Area Fire Department Budget, a copy of which is attached hereto, gross maximum total not to exceed \$270,000, and further, appropriate an amount not to exceed \$135,000 from the City General Fund, to be paid consummate of the agreement between the City of

Swartz Creek and the Township of Clayton, payment being the City's obligation of one-half of the proposed total budget of \$270,000.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 151012-8B FIREBOARD 2015 FY BUDGET AMENDMENT

Motion by Councilmember: _____

I Move the City of Swartz Creek amend the 2015 Fiscal Year Swartz Creek Area Fire Department Budget to reflect the purchase of mobile data terminals, including an adjustment to line item 4978 in the amount of \$10,000.00, such funds to be carried over from the 2014 operating budget of the SCAFD.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 151012-8C APPROPRIATION – BID AWARD, ROAD PAINT/STRIPING SERVICES

Motion by Councilmember: _____

WHEREAS, the city finds it necessary to properly and adequately mark its streets with paint for lane delineation and related purposes; and

WHEREAS, this process requires approximately 107,555 lineal feet of various pavement markings to be applied to the city streets to complete this process; and

WHEREAS, the City's Purchasing Ordinance, Chapter 2, Article VI, Section 2-406 provides for and encourages cooperative government purchasing practices; and

WHEREAS, the Genesee County Road Commission accepts and awards bids for the purchase of pavement markings to public rights of way; and

WHEREAS, bids received on September 2, 2015 indicate that M&M Pavement Marking, Inc is the successful low bidder; and

WHEREAS, the unit costs bid to the GCRC have been made available to the City and the city council finds that the lineal foot costs listed cannot be matched if attempts were made to bid on the open market or through private sources.

NOW, THEREFORE, I MOVE the City of Swartz Creek City accept the Genesee County Road Commission's cooperative purchasing extension and appropriate an amount not to exceed \$4,638.20, plus 20% contingency, for the purchase of pavement

marking services from M&M Pavement Marking, Inc., expenses to be distributed to the Local and Major Street funds proportionate to use at the direction of the City's Finance Director.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 151012-8D WINSTON AND MILLER WATER MAIN ENGINEERING PROPOSAL

Motion by Councilmember: _____

WHEREAS, the city executed a scrap tire grant agreement with the State of Michigan Department of Environmental Quality to provide \$62,000 towards funding street work at the intersections of Fairchild Street & Miller Road, as well as Winston Drive and Miller Road; and,

WHEREAS, the Director of Public Works, in consultation with the city's engineer, finds that that water main beneath Winston Drive, including the Miller Road and Winston Drive sections, is at a high risk for breaks, potentially compromising any street repair; and,

WHEREAS, the city received estimated pricing to replace these sections of main concurrently with the paving project, including engineering services; and

WHEREAS, the City Council finds replacement of this main to be in the best long-term interests of the public.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek approve the design engineering proposal by Rowe Professional Services in the amount of \$8,924 for design engineering services related to the Winston Drive water main, including bidding, with funds to be appropriated out of Fund 590 (Water Fund).

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 151012-8E COMMISSION APPOINTMENT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the resignation of Mr. Gardner from the Swartz Creek Park Board, affirm the nomination of the Mayor and appoint Mr. Reno, 5345 Seymour Road, to the Swartz Creek Parks and Recreation Advisory Board for the duration of existing vacant term ending on December 31, 2018:

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 151012-8F FENCE ORDINANCE

Motion by Councilmember: _____

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

WHEREAS, changes were proposed to the city's fence zoning ordinance by a city resident, and

WHEREAS, after numerous meetings and a public hearing, the city planning commission, finding such changes to meet zoning text amendment criteria, recommend such changes at their regular meeting on October 6, 2015.

THEREFORE, I MOVE the City of Swartz Creek ordains:

ORDINANCE NO. 422

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

THE CITY OF SWARTZ CREEK ORDAINS:

Section 1. Repeal of Section 4 of Ordinance 400, Fences & Hedges, City Code of Ordinances and replace it with Section 20.10, Fences.

Section 20.10 of the City of Swartz Creek Zoning Ordinance is hereby to read as follows:

Section 20.10. FENCES AND HEDGES.

- (A) A fence is defined as any partition, structure or gate that is erected as a dividing marker, barrier or enclosure (excluding hedges as defined below).
- (B) A hedge is defined as any bush, shrub or any living green screen of any nature that serves as a dividing marker, barrier or enclosure.
- (C) Regulations applicable to R-1, R-2, R-3, R-4, RM-1, PMSHDD, PUD, O-1, CBD, NBD, and GBD.
 - 1. A fence shall not exceed six (6) feet in height in the rear or side lot of any parcel;
 - 2. Front yard fences or hedges must be less than fifty percent (50%) solid, impervious, or of an obscuring nature above a height of 30" above the curb or centerline of the street, and not exceed four (4) feet in total height. Front yard fences may not be constructed of chain link fence unless such fence is coated

or sealed to prevent rusting, such as vinyl coated fencing;

3. Fences and hedges in front yards that function as exterior side yards must follow front yard height restrictions unless the fence or hedge is installed or planted in the following manner:
 - a) The fence is at least 25 feet back from the intersection of the front yard and side yard right-of-way lines, and
 - b) The fence is at least 20 feet back from the intersection of any driveway or alley with that of a street, and
 - c) The fence is at least 10 feet back from the intersection of any driveway or alley with that of a sidewalk.
4. No fence or hedge shall extend across property lines;
5. The finished side of any fence shall face away from the property on which the fence is located;
6. No portion of any fence shall be constructed with or contain barbed wire, electric current or charge of electricity, glass, spikes or other sharp protruding objects;
7. Fences must be maintained so as not to endanger life or property. Any fence which, through lack of maintenance or type of construction which will obstruct vision so to create a hazard to vehicular traffic or pedestrians upon the public streets and/or sidewalks shall be deemed a nuisance.
8. Fences shall not be constructed, in whole or in part, with any of the following materials:
 - a) Junk or other debris
 - b) Scrap building materials or metals
 - c) Organic materials known to be poisonous or hazardous to human or animal life
 - d) Materials which may be deemed unsafe to person or property by the Zoning Administrator or Building Official.
9. No hedge shall be constructed with noxious weeds or grasses, as defined by PA 359 of 1941, being MCL 247.62.

(D) Regulations applicable to industrial districts.

1. Fences, walls and screens are permitted in the required front, side and rear lots provided they do not exceed six (6) feet in the front yard and eight (8) feet in the side and rear lots. To preserve open space and aesthetic character in the front yard, fences higher than four (4) feet must be setback two (2) feet for each additional foot above four (4) feet and all front yard fences must be black vinyl chain link or decorative in nature.
2. In the I-2 zoning district, barbed wire strands are permitted on fences six (6) feet or higher on industrial parcels with the barbed wire tilted in toward the fenced parcel.
3. On any corner lot, no fence, wall or screen, whether structural or botanical, shall be more than thirty (30) inches above the curb or the centerline of the street pavement within twenty-five (25) feet of the intersection of the two (2) right-of-way lines, so as to interfere with motorists' vision across the corner.

- (E) The Zoning Administrator or Building Official may require removal, reconstruction, or repair of any fence or wall which, in their judgment is dilapidated, unsafe, or a threat to the health, safety and welfare of the residents of the City of Swartz Creek.
- (F) A permit shall be required for new fence construction, with a fee to be prescribed by resolution of the council.

Section 2. Repeal of Inconsistent ordinances.

Section 4 of Ordinances No. 400 and any other ordinances of the City of Swartz Creek which are in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Penalties; Sanctions.

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

Section 4. Effective Date.

This ordinance shall be effective on the 20 days after publication.

At a regular meeting of the City Council of the City of Swartz Creek held on October 12, 2015, adoption of the foregoing ordinance was moved by _____ and supported by _____.

Voting for:
Voting against:

The Mayor declared the ordinance adopted.

David Krueger
Mayor

CERTIFICATION

The foregoing is a true copy of Ordinance No. 422 which was enacted by the City Council of the City of Swartz Creek at a regular meeting held on October 12, 2015.

Juanita Aguilar, City Clerk

Publish Date: _____
Swartz Creek View

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 151012-8G ZONING MAP AMENDMENT – 5017 THIRD STREET

Motion by Councilmember: _____

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

WHEREAS, changes were proposed to the city's zoning ordinance map to update zoning of a newly created parcel split for the north half of 5017 Third Street from Downtown Residential to Central Business District per request of the city council, and

WHEREAS, after numerous meetings and a public hearing, the city planning commission, finding such changes to meet zoning map amendment criteria, recommend such changes at their regular meeting on October 6, 2015.

THEREFORE, I MOVE the City of Swartz Creek ordains:

ORDINANCE NO. 423

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

THE CITY OF SWARTZ CREEK ORDAINS:

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

The official Zoning Map of the city shall be amended to reflect Central Business District Zoning for the new parcel split identified as the north half of 5017 Third Street, 2015 parcel ID 58-01-502-077.

Section 2. Penalties; Sanctions.

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

Section 3. Effective Date.

This ordinance shall be effective on the 20 days after publication.

At a regular meeting of the City Council of the City of Swartz Creek held on October 12, 2015, adoption of the foregoing ordinance was moved by _____ and supported by _____.

Voting for:

Voting against:

The Mayor declared the ordinance adopted.

David Krueger
Mayor

CERTIFICATION

The foregoing is a true copy of Ordinance No. 423 which was enacted by the City Council of the City of Swartz Creek at a regular meeting held on October 12, 2015.

Juanita Aguilar, City Clerk

Publish Date: _____
Swartz Creek View

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 151012-8H ZONING MAP AMENDMENT – DYE ROAD

Motion by Councilmember: _____

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

WHEREAS, changes were proposed to the city’s zoning ordinance map to amend zoning of four parcels on Dye Road, identified as parcels 58-29-551-025, 58-29-551-026, 58-29-551-027, 58-29-551-028 to Light Industrial from General Business District, and

WHEREAS, after numerous meetings and a public hearing, the city planning commission, finding such changes did not satisfy zoning map amendment criteria, recommend against such amendment at their regular meeting on October 6, 2015.

THEREFORE, I MOVE the City of Swartz Creek ordains:

ORDINANCE NO. 424

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

THE CITY OF SWARTZ CREEK ORDAINS:

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

The official Zoning Map of the city shall be amended to reflect Light Industrial Zoning for the 2015 parcels identified as:

1. 58-29-551-025,
2. 58-29-551-026
3. 58-29-551-027
4. 58-29-551-028

Section 2. Penalties; Sanctions.

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

Section 3. Effective Date.

This ordinance shall be effective on the 20 days after publication.

At a regular meeting of the City Council of the City of Swartz Creek held on October 12, 2015, adoption of the foregoing ordinance was moved by _____ and supported by _____.

Voting for:
Voting against:

The Mayor declared the ordinance adopted.

David Krueger
Mayor

CERTIFICATION

The foregoing is a true copy of Ordinance No. 424 which was enacted by the City Council of the City of Swartz Creek at a regular meeting held on October 12, 2015.

Juanita Aguilar, City Clerk

Publish Date: _____
Swartz Creek View

Second by Councilmember: _____

Voting For: _____
Voting Against: _____

Resolution No. 151012-8I CELL TOWER AGREEMENT AMENDMENT

Motion by Councilmember: _____

WHEREAS, the city entered into a 30 year agreement with Omnipoint Holdings, Inc., a Delaware Corporation, in December of 2005 for the purposes of leasing land at 8100 Civic Drive for the purpose of erecting and operating a wireless communication tower; and

WHEREAS, the city has provided access to the tower for placement of telecommunications equipment under the terms of the lease; and

WHEREAS, the tenant, now T-Mobile USA Tower LLC and CCTMO LLC, desires to assert a thirty extension on the lease in order to make future investments and possible co-locators more predictable and desirable; and

WHEREAS, the tenant further requests certain options and rights to expedite any such co-location addition and permitting; and

WHEREAS, the city has negotiated an additional lump-sum payment, an increase in the annual lease amount, and rent securities payable upon exercise of the aforementioned option in order to effect said changes; and,

WHEREAS, the City of Swartz Creek City Council approved the execution of the letter agreement to affect these changes at its regular meeting on August 10, 2015, with said letter being executed and payment received for said execution.

NOW, THEREFORE, BE IT RESOLVED, per the Letter of Agreement, the City of Swartz Creek City Council hereby approves the subsequent First Amendment to Communications Site Lease Agreement (BU 826779) and related Memorandum of First Amendment to Communications Site Lease Agreement as included in the city manager report and further directs the Mayor to execute said agreement & memorandum.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 9/28/2015**

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

Invocation and Pledge of Allegiance.

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

Councilmembers Absent: None.

Staff Present: City Manager Adam Zettel, Deputy City Clerk Deanna Korth, DPS Director Tom Svrcek.

Others Present: Sharon Shumaker, Boots Abrams, Bob Plumb, Tommy Butler, Steve Shumaker, Jim Florence, Ron Schultz, James Barclay, Todd Beedy.

APPROVAL OF MINUTES

Resolution No. 150928-01

(Carried)

Motion by Mayor Pro-Tem Abrams
Second by Councilmember Gilbert

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

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

APPROVAL OF AGENDA

Resolution No. 150928-02

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Agenda as presented and printed, for the Regular Council Meeting of September 28, 2015, to be circulated and placed on file.

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

City Manager's Report

Resolution No. 150928-03

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Gilbert

I Move the Swartz Creek City Council accept the City Manager's Report of September 28, 2015, including reports and communications, to be circulated and placed on file.

Discussion Ensued.

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

MEETING OPENED TO THE PUBLIC

Steve Shumaker, 7446 Country Meadow, spoke about the new rental inspection ordinance. Mr. Shumaker mentioned the apartments that are above some of the businesses in the downtown area. Mr. Shumaker questioned why residential apartments are allowed in business areas when businesses are not allowed in residential areas and inquired as to whether a special permit should be required.

City Manager Zettel stated that there are some apartments above businesses in the downtown areas. Mr. Zettel stated that they were "grandfathered in" and would fall under the rental definition so they would have to register and be inspected. Mr. Zettel stated that the mixed use would have a special land use permit.

Elms Park Land Conversion

PUBLIC HEARING

Open at 7:08 p.m.

Steve Shumaker, 7446 Country Meadow, stated that he thinks it is good that the City is doing this, however he sees one issue; with it being restricted property, income from the tower should be used for the parks and recreation department.

City Manager Zettel stated anecdotally, that tower rentals plus the pavilion rentals are about half of what is budgeted for that park. General fund allocations are put in to cover regular park operating costs.

Councilmember Shumaker asked if park dollars come out of the general fund. Mr. Zettel responded that there are no funds spent in the parks other than from the general fund.

This includes income from pavilion rentals, at times CDBG funds, pass through funds & donations.

Public Hearing Closed at 7:11 pm.

COUNCIL BUSINESS

Elms Park Conversion

Resolution No. 150928-04

(Carried)

Motion by Councilmember Gilbert
Second by Mayor Pro-Tem Abrams

WHEREAS, the city acquired the 24 acres of land currently known as Elms Park in October of 1972 with the assistance of the Federal Land and Water Conservation Trust Fund ; and

WHEREAS, the acquisition requires use of the park in perpetuity for recreational purposes and was based on a site plan, currently held by the Department of Natural Resources; and

WHEREAS, the city entered into a leasehold with a wireless communications provider for 2,128 square feet of land area in 2005; and

WHEREAS, DNR, after reviewing a request for additional grant assistance in Elms Park, notified the city that this encumbrance requires the addition of replacement park land through a process commonly referred to as “conversion”; and

WHEREAS, the city owns 2.76 acres of vacant land on the east side of the Consumers Power property, said property being connected to Elms Park via an easement held with Consumers Power; and

WHEREAS, this property is not technically part of the city’s park system, but was conceptually planned for a trail and passive recreational use; and

WHEREAS, the National Park Service, acting through the DNR, has approved moving forward with the conversion of this property as outlined in the Procedures for Conversion of Grant Assistance Properties guidance sheet; and

WHEREAS, the city may still retain grant eligibility if this process is completed by November 1, 2015, making time of the essence; and

WHEREAS, the city gave notice of a September 28, 2015 public hearing on the matter in a newspaper of general circulation on August 20, 2015; and

WHEREAS, the public hearing was held on September 28, 2015 and the following comments were received:

1. with it being restricted property, income from the tower should be used for the parks and recreation department; and,

WHEREAS, the city council finds the conversion as proposed to be the best course of action,

NOW, THEREFORE BE IT RESOLVED the City of Swartz Creek hereby approves the conversion of a parcel of land referred to as parcel number 58-31-100-019 to be used as recreational property in lieu of the leasehold for wireless communications as noted on the attached maps.

BE IT FURTHER RESOLVED the council hereby directs the city manager to finalize application of this conversion to the Michigan Department of Natural Resources.

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

NO: None. Motion Declared Carried.

Downtown Development Authority Development Proposal

Resolution No. 150928-05

(Carried)

Motion by Councilmember Pinkston
Second by Mayor Pro-Tem Abrams

WHEREAS, the city acquired vacant land on Morrish Road in 2004, parcel ID 58-35-576-001, and a house located at 4438 Morrish Road in 2007, parcel ID 58-35-576-002, both for the purpose of either locating a potential senior center or spurring development that would complement downtown.

WHEREAS, the senior center chose not to relocate but add an addition at their current location in 2009; and

WHEREAS, the city recently acquired vacant land across the street from these properties, between the post office and cemetery, identified as parcel 58-35-576-032; and

WHEREAS, the City of Swartz Creek and its Downtown Development Authority have invested in a community master plan, target market analysis, downtown development plan, and the demolition of structures pertaining to these sites; and

WHEREAS, in accordance with these plans, the DDA and with the assistance from a professional architect, developed a conceptual plan to develop the properties; and

WHEREAS, a well-attended workshop was held on August 31, 2015 to ascertain interest and recommendations for future use of these sites; and

WHEREAS, the findings from this workshop indicated, among other things, a need for parking in this area, a need for a safer intersection for this location, and a desire

to add to the vitality of downtown through the addition of new residential and/or commercial uses at this site; and,

WHEREAS, the DDA has funds to further conceptualize multiple options for the future use of these properties; and

WHEREAS, the final decision on any site plan, investment, or sale must be made by the city council,

NOW THEREFORE, BE IT RESOLVED, the City of Swartz Creek hereby authorizes the DDA to investigate the development potential of the three properties owned by the city near the corner of Morrish Road and Paul Fortino Drive, including the hiring of professional designers, engagement of builders, and the application for site plan and related reviews, provided they do so with their own funds and report their findings and recommendations back to the city council for final review and approval.

Discussion Took Place.

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

Sewer Lining Projects

Resolution No. 150928-06

(Carried)

Motion by Councilmember Porath
Second by Councilmember Hicks

WHEREAS, the city selected Liqui-Force Services Inc., to perform certain sewer inspections and repairs in December 2008 based upon a competitive request-for-proposal process that included fixed unit costs for services; and

WHEREAS, the scope of work was to span four years and terminate in December 2012, but circumstances resulted in the delay of specific work items; and

WHEREAS, Liqui-Force has agreed to extend their unit costs through June of 2017 for the purpose of completing work on the sanitary sewer system; and

WHEREAS, the city council agreed to extend said units prices at their regular meeting on January 26, 2015; and

WHEREAS, additional sewer rehabilitation work has been identified by staff and the city engineer based upon 2015 inspections and consultation with the 20 year sewer plan,

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek hereby approves the proposal to perform rehabilitation on the sanitary sewer system as outlined on

the updated proposal dated September 23, 2015, in the amount of \$143,720, plus a 10% contingency, funds to be appropriated to the Sewer 591 fund.

Discussion Ensued.

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

Crack Filling Proposals

Resolution No. 150928-07

(Carried)

Motion by Mayor Pro-Tem Abrams
Second by Councilmember Porath

WHEREAS, the city's major streets are in need of surface treatments as part of the recognized need to apply proper asset management practices to infrastructure assets; and

WHEREAS, one of the more fundamental and affordable forms of surface treatment is overband crack sealing, which is applied to those street segments that are not in need for more intensive forms of rehabilitation; and

WHEREAS, the city did not bid such services early in the construction season, pending a forecast of actual costs incurred by the 2015 Miller Road rehabilitation project; and

WHEREAS, the city has been soliciting cost-per-pound proposals for this treatment since unit costs for Miller Road were recognized as within cost parameters, being mid-August; and

WHEREAS, the response to active proposal solicitation has been remarkably low, making a sealed bid process unlikely to be competitive or timely; and

WHEREAS, the city still desires to invest in crack filling this year, recognizing the importance of timely surface treatments; and

WHEREAS, the city council may, at the request of the city manager, authorize the city manager to negotiate a contract for the purchase of any product, material or service with a provider of such product, material or service without regard to the requirements of this section relative to purchases where the city council finds:

- i. Due to circumstances beyond the control of the city, the market for such product, material or service is not competitive even though such product, material or service is normally competitive in nature; and
- ii. The economic interests of the city are best served by negotiating a contract with a provider of the product, material or service without requesting sealed bids; and,

WHEREAS, the city council finds the availability of these services, given the unusually high demand for construction related services generally and at this point of the season, as well as the need for timely application of the repair, hereby satisfy the above requirements,

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek hereby approves the proposal submitted by Scodeller Construction to perform overband crack sealing on major streets, including Seymour Road (Miller to Norbury), Morrish Road (Bristol – I-69), and Bristol (Elms to Miller), in an amount not to exceed 14,200 pounds (\$19,880), plus a 10% contingency, with surplus material, if any, to be applied to Morrish Road south of I-69 or otherwise at the discretion of Mr. Svrcek, funds to be appropriated to the Major Street (202) fund.

Discussion Took Place.

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

Family Farm & Home Special Land Use Review

Resolution No. 150928-08

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Gilbert

WHEREAS, the City of Swartz Creek approved a special land use for outdoor sales in storage for 4315 Elms Road (Family Farm & Home), in accordance with the site plan dated November 17, 2010; and,

WHEREAS, the site has been noted to be in noncompliance with the site plan as it relates to this special land use, by virtue of numerous complaints, and;

WHEREAS, prior efforts to engage the owner and business were unsuccessful at effecting change; and,

WHEREAS, the city council, per Zoning Ordinance Section 30.06, began the process to revoke the special land use for outdoor sales and storage at their regular meeting on June 8, 2015; and,

WHEREAS, the owner and site manager have responded to the notice of revocation and have made a good faith effort to bring the site into compliance; and,

WHEREAS, upon review by the city council on July 27, 2015, a sixty day extension was granted to resolve improvements relating to pallet storage, lighting repairs, and a dumpster enclosure were still pending; and,

WHEREAS, these outstanding items have been adequately addressed by the holder of the special land use permit,

NOW, BE IT RESOLVED that the City of Swartz Creek City Council hereby ceases current efforts to revoke the special land use.

Discussion Ensued.

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

MEETING OPEN TO THE PUBLIC:

None.

REMARKS BY COUNCILMEMBERS:

Councilmember Pinkston stated that he is glad to see the DDA moving forward with their new ideas.

Councilmember Gilbert asked if the Taco Bell sign was going to stay that large. He was advised that it was supposed to be for all three business on that corner. Mr. Gilbert asked about the grass seed that was used when Miller Road was paved.

Councilmember Hicks stated that she will be interested in watching what the DDA does.

Councilmember Shumaker spoke about the Small Cities meeting. Mr. Shumaker spoke about a state program to capture any increases in property tax from the neighborhood improvement. Mr. Zettel stated that he looked into it and we have too much of the city in a TIF district. Mr. Shumaker asked about the new street lights on Fortino Drive, asking if they have been straightened. Mr. Shumaker asked about signs at the city limits, wondering why new signs were not installed and the old ones which were over ten years old were left up. Mr. Zettel advised that as long as there was room for all of them, they could remain unless council wants them removed.

Councilmember Porath mentioned the “special weeds” on Miller Road after the resurfacing. Mr. Porath questioned if Seymour Road was falling apart faster than it should.

Mayor Pro-Tem Abrams spoke about the Fire Board meeting, and concerns Clayton Township has over a 1999 resolution for “mutual aid” vs “automatic mutual aid”, and the discussion that ensued. Mr. Abrams encouraged others to come to the meetings.

Mayor Krueger stated that he is happy to see Boots Abrams back. Mr. Krueger stated that he is looking forward to seeing better grass on Miller Road.

Adjournment

Resolution No. 150928-09

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Gilbert

I Move the Swartz Creek City Council adjourn the regular meeting at 8:18 pm.

Unanimous Voice Vote.

David A. Krueger, Mayor

Deanna Korth, Deputy City Clerk

The Swartz Creek Area Fire Department



2016 Budget

September 28, 2015

City of Swartz Creek
Charter Township of Clayton

Attached you will find the 2016 Proposed Budget for the Swartz Creek Area Fire Department (SCAFD). The Fireboard, at their September 21, 2015, by resolution 092115-11, recommended to forward this document to you for consideration.

With the final loose equipment included in the budget, which of course is not a normal annual expenditure, a decrease of 7.5% is proposed. Without the loose equipment, the budget would have shown a 8.7% decrease from 2015.

The apparatus replacement schedule has been modified to reflect a request to place an order for a new apparatus, replacing the current Engine 22 and Tanker 23, combining them into one 4,000 gallon pumper tanker.

I look forward to being present at your meeting, this topic is placed on the agenda, in order to answer any questions you may have.

Respectfully Submitted,
Brent Cole
Fire Chief

**SWARTZ CREE AREA FIRE DEPT: 2016
BUDGET-DRAFT**

ACCT #		13 BUDGET	13 ACTUAL	14 BUDGET	14 ACTUAL	15 BUDGET	16 BUDGET	DEFINITION
	REVENUES:							
3582	Contributions-Operating	\$262,520.00	\$270,711.54	\$276,385.00	\$281,898.74	\$291,614.50	\$269,880.00	Estimated Operating Contributions
3583	Contributions-Equipment	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	\$340,565.04	XXXXXXXXXX	XXXXXXXXXX	Estimated Equipment Contributions-combined with 3582 for 2013
3628	Misc. Income (Sundry)	\$0.00	\$1,871.42	\$0.00	\$64.85	\$0.00	\$0.00	Miscellaneous Income
3630	Grant Income	\$0.00	\$0.00	\$0.00	\$2,100.00	\$0.00	\$0.00	Grant Income
3664	Interest Income	\$120.00	\$228.86	\$120.00	\$63.77	\$120.00	\$120.00	Interest from Deposits
3673	Sale of Fixed Assests	\$0.00	\$0.00	\$0.00	\$157.78	\$0.00	\$0.00	Sale of Miscellaneous Used Items
	TOTAL REVENUES	\$262,640.00	\$272,811.82	\$276,505.00	\$624,850.18	\$291,734.50	\$270,000.00	
	EXPENSES							
4703	Social Security	\$10,900.00	\$11,284.19	\$10,900.00	\$11,060.92	\$11,635.00	\$11,300.47	Social Security - .0145%, FICA - .062%
4704	Salaries - Staff	\$45,700.00	\$42,510.65	\$45,700.00	\$42,892.20	\$47,047.00	\$37,674.00	Chief, Acct.
4705	Salaries - Maintenance	\$11,100.00	\$12,351.00	\$11,300.00	\$11,957.50	\$11,372.00	\$11,372.00	Maint., Qtr. Master, Train. Officer, FF Labor, Pump Testing
4706	Salaries - Officers	\$15,500.00	\$15,480.00	\$15,500.00	\$15,222.50	\$15,672.00	\$15,672.00	1 Asst. Chief, 1 Batt. Chief, 2 Capt., 4 Lieut.
4707	Salaries - Firefighters	\$69,000.00	\$77,192.51	\$69,000.00	\$74,514.48	\$78,000.00	\$83,000.00	Est. Fire Run/Training Payment for Firefighters
4708	Deferred/Direct Response Comp.	\$3,200.00	\$3,123.75	\$3,200.00	\$3,003.00	\$3,590.00	\$2,692.50	Deferred Comp. Employer Paid
4709	Medical - Firefighters	\$4,500.00	\$3,734.55	\$4,500.00	\$4,009.00	\$4,165.00	\$3,665.00	Physicals, Hept. - B Shots
4710	Unemployment Payments	\$2,000.00	\$1,647.81	\$3,500.00	\$3,500.00	\$2,500.00	\$1,500.00	Unemployment Payments
4727	Office Supplies	\$1,000.00	\$1,083.16	\$1,250.00	\$1,626.82	\$1,500.00	\$2,000.00	Clerical Supplies,Postage,Shipping
4728	Building Supplies/Maint	\$700.00	\$1,090.86	\$850.00	\$847.54	\$850.00	\$1,000.00	Utility Paper, Cleaning Supplies, Light Bulbs, Keys
4741	Equip/Oper. supplies	\$7,000.00	\$8,763.94	\$7,000.00	\$7,993.45	\$8,000.00	\$7,000.00	Small tool, Batteries, Fuel, Filters etc...
4801	Contract Services	\$6,800.00	\$6,592.24	\$7,400.00	\$6,581.70	\$9,335.00	\$7,085.00	Audit,Legal,Cleaning,Advertising,Copier Maint. Agree.,Photos
4850	Communications	\$3,200.00	\$3,649.07	\$3,800.00	\$3,654.55	\$3,670.00	\$4,550.00	Telephone/Internet Service
4910	Insurance	\$23,200.00	\$15,440.50	\$23,375.00	\$17,135.50	\$18,775.00	\$17,330.00	Fleet, Liability, Workers' Comp.
4920	Utilities	\$15,000.00	\$12,054.72	\$13,000.00	\$15,038.87	\$14,000.00	\$14,000.00	Gas/Electric, Water/Sewer
4960	Education & Training	\$6,500.00	\$6,616.88	\$4,620.00	\$3,706.40	\$4,910.00	\$5,910.00	Dues, Classes/Materials, Prevention Materials,Subscriptions
4970	Office Equipment	\$240.00	\$364.96	\$240.00	\$124.30	\$240.00	\$390.00	Office Equipment
4976	Fire Equipment	\$16,500.00	\$14,742.89	\$7,750.00	\$7,679.75	\$12,475.00	\$9,900.00	Gear,Suppression Equip.Pagers,Radios
4978	Fire Equip-Maint./Repair/Upgrades	\$19,100.00	\$15,661.14	\$41,620.00	\$25,816.41	\$41,798.50	\$31,687.00	Maint. Agree., Repair & Upgrades of Fire Equipment
4984	Computer Hardware/Repair	\$800.00	\$0.00	\$800.00	\$767.91	\$1,000.00	\$972.03	Computer Hardware & Hardware Repair
4988	Computer Software/Upgrade	\$700.00	\$1,191.00	\$1,200.00	\$1,113.99	\$1,200.00	\$1,300.00	Computer Software, Software Upgrades, Train. Matls.
	Sub-total Expenses	262,640.00	254,575.82	276,505.00	258,246.79	291,734.50	270,000.00	7.5% DECREASE FROM 2015
4981	Apparatus	\$388,750.00		\$129,610.96	\$470,176.00			Truck Purchases
4983	FEMA Grant Municipality Matching							
	Total Expenses	651,390.00	254,575.82	406,115.96	728,422.79	291,734.50	270,000.00	
	Net Income (Loss)	\$0.00	\$18,236.00	\$0.00	(\$103,572.61)	\$0.00	\$0.00	
	Fund balance beginning of the year	\$0.00	\$124,728.50	\$0.00	\$142,964.50	\$0.00	\$0.00	
	Fund balance end of the year	\$0.00	\$142,964.50	\$0.00	\$39,391.89	\$0.00	\$0.00	

2016 BUDGET BREAKDOWN DRAFT:

Acct# 703 Social Security **\$11,300.47** **(\$334.53)**

2013 Actual	\$11,284.19		
2014 Actual	\$11,060.92		
2015 Budget	\$11,635.00		
Chief Salary/Acct Wage			\$37,674.00
Officers			\$15,672.00
Main/Train			\$11,372.00
Firefighters			\$83,000.00
TOTAL	\$147,718.00	0.0765	<u>\$11,300.43</u>

Acct# 704 Staff: Chief & Acct/Clerical Specialist Wages **\$37,674.00** **(\$9,373.00)**

2013 Actual	\$42,510.65		
2014 Actual	\$42,892.20		
2015 Budget	\$47,047.00		
Chief Salary	\$23.83 x 25hrs x 52 wks	<i>last raise 2015</i>	\$30,979.00
Acct. Wage	\$13.39 x 10hrs x 50wks	<i>last raise 2015</i>	\$6,695.00
TOTAL			<u>\$37,674.00</u>

Acct# 705 Maint. & Train. Wages *last raise 2015* **\$11,372.00** **\$0.00**

2013 Actual	\$12,351.00		
2014 Actual	\$11,957.50		
2015 Budget	\$11,372.00		
Truck Maintenance Salary	\$267/mth		\$3,204.00
Quarter Master Salary	\$157/mth		\$1,884.00
Training Salary	\$212/mth		\$2,544.00
Firefighter Labor:			
Hose Testing	\$10/hr		\$1,040.00
Hall/Apparatus Duties	\$8.15/hr		\$2,700.00
TOTAL			<u>\$11,372.00</u>

Acct# 706 Officer Salary *last raise 2015* **\$15,672.00** **\$0.00**

2013 Actual	\$15,480.00		
2014 Actual	\$15,222.50		
2015 Budget	\$15,672.00		
Asst. Chief (1)	\$217/mth		\$2,604.00
Batt. Chief (1)	\$187/mth		\$2,244.00
Captain (2)	\$334/mth		\$4,008.00
Lieutenant (4)	\$568/mth		\$6,816.00
Sergeant (3)			\$0.00
TOTAL			<u>\$15,672.00</u>

2016 BUDGET-DRAFT

Acct# 707 Firefighter Wages *last raise 2015* **\$83,000.00** **\$5,000.00**

2013 Actual	\$77,192.51
2014 Actual	\$74,514.48
2015 Budget	\$78,000.00

FIREFIGHTER 10% increase in 2016

Probation I	\$11.17
Probation II	\$11.92
FFI	\$12.60
FFII	\$13.76
Officer I	\$14.85
Officer II	\$15.71
Officer III	\$16.15
Tenure	+ .30 for 3yrs; 5yrs & 5 year increments
Pump Operator	\$0.27

Acct# 708 Deferred Compensation **\$2,692.50** **(\$897.50)**

2013 Actual	\$3,123.75
2014 Actual	\$3,003.00
2015 Budget	\$3,590.00

Firefighters: flat rate, \$52 per yr X15 FF	\$780.00
Firefighters: \$1.50 per run x 15 FF X85 runs (includes alarms & training)	\$1,912.50
TOTAL	\$2,692.50

Acct# 709 Medical Expense **\$3,665.00** **(\$500.00)**

2013 Actual	\$3,734.55
2014 Actual	\$4,009.00
2015 Budget	\$4,165.00

Physical 28 FF	\$3,500.00
Hept B injections 3 shots @ \$55	\$165.00
TOTAL	\$3,665.00

Acct# 710 Unemployment Payments **\$1,500.00** **(\$1,000.00)**

2013 Actual	\$1,647.81
2014 Actual	\$3,500.00
2015 Budget	\$2,500.00

Unemployment Payments	\$1,500.00
TOTAL	\$1,500.00

2016 BUDGET-DRAFT

Acct# 727 Office Supplies		\$2,000.00	\$500.00
2013 Actual	\$1,083.16		
2014 Actual	\$1,626.82		
2015 Budget	\$1,500.00		
Supplies (forms, envelopes, pens, etc...)		\$700.00	
Postage (stamps, special mailings)		\$300.00	
Shipping		\$955.00	
Sam's Club Membership		\$45.00	
TOTAL		<u>\$2,000.00</u>	

Acct# 728 Building Supplies		\$1,000.00	\$150.00
2013 Actual	\$1,090.86		
2014 Actual	\$847.54		
2015 Budget	\$850.00		
Paper Products		\$200.00	
Cleaning Products		\$80.00	
Light Bulbs		\$40.00	
Keys		\$450.00	
Repairs/Updates		\$80.00	
Rehab Supplies		\$150.00	
TOTAL		<u>\$1,000.00</u>	

Acct# 741 Equipment Supplies		\$7,000.00	(\$1,000.00)
2013 Actual	\$8,763.94		
2014 Actual	\$7,993.45		
2015 Budget	\$8,000.00		
Fuel		\$4,350.00	
Filters		\$300.00	
Oil		\$250.00	
Small Tools		\$400.00	
Misc. Supplies		\$1,700.00	
TOTAL		<u>\$7,000.00</u>	

Acct# 801 Contract Services		\$7,085.00	(\$2,250.00)
2013 Actual	\$6,292.24		
2014 Actual	\$6,581.70		
2015 Budget	\$9,335.00		
Emergency Excavating/Towing		\$300.00	
Auditing Service		\$4,195.00	
Maintenance Agreement-Copier		\$540.00	
Legal Service		\$2,000.00	
Personnel Photos		\$50.00	
TOTAL		<u>\$7,085.00</u>	

2016 BUDGET-DRAFT

Acct# 850 Communications		\$4,550.00	\$880.00
2013 Actual	\$3,649.07		
2014 Actual	\$3,654.55		
2015 Budget	\$3,670.00		
Web Site Domain Name (renew in 2020)		\$0.00	
Web Site Domain Hosting (Allied Media)		\$100.00	
IAR (I Am Responding) Smart Phone Program		\$800.00	
Phones/Internet Access		\$3,650.00	
TOTAL		\$4,550.00	

Acct# 910 Insurance		\$17,330.00	(\$1,445.00)
2013 Actual	\$15,440.50		
2014 Actual	\$17,135.50		
2015 Budget	\$18,775.00		
Michigan Par Plan		\$12,000.00	
Worker's Compensation		\$5,155.00	
MML Membership		\$175.00	
TOTAL		\$17,330.00	

Acct# 920 Utilities		\$14,000.00	\$0.00
2013 Actual	\$12,054.72		
2014 Actual	\$15,038.87		
2015 Budget	\$14,000.00		
Water/Sewer		\$1,000.00	
Gas/Electric		\$13,000.00	
TOTAL		\$14,000.00	

Acct# 960 Education & Training		\$5,910.00	\$1,000.00
2013 Actual	\$6,616.88		
2014 Actual	\$3,706.40		
2015 Budget	\$4,910.00		
FIREFIGHTER TRAINING			
Misc. FF Classes		\$3,000.00	
ADVANCED TRAINING			
Officer Classes		\$500.00	
CERTIFICATIONS			
CPR		\$60.00	
MEMBERSHIPS			
Michigan Fire Chiefs		\$85.00	
Genesee Co. Fire Chiefs \$60 ea x 3 + \$125 dept		\$305.00	
Shiawassee Co. Firefighters		\$75.00	
Mi State Fireman's Assoc \$30 ea x37 + \$75 dept		\$1,185.00	
TRAINING SUPPLIES		\$200.00	
FIRE PREVENTION			
Misc. Materials/handouts/audio visual aides		\$500.00	
TOTAL		\$5,910.00	

2016 BUDGET-DRAFT

Acct# 970 Office Equipment **\$390.00** **\$150.00**

2013 Actual	\$364.96
2014 Actual	\$124.30
2015 Budget	\$240.00

Shredder		\$150.00
Upgrades/Repairs		\$240.00
TOTAL		<u>\$390.00</u>

Acct# 976 Fire Equipment **\$9,900.00** **(\$2,575.00)**

2013 Actual	\$14,742.89
2014 Actual	\$7,679.75
2015 Budget	\$12,475.00

Securitex Turn Out Gear (3)		\$8,400.00
Personal Protection Items		\$1,000.00
Uniforms		\$500.00
10 yr Anniversary Helmet		\$0.00
TOTAL		<u>\$9,900.00</u>

Acct# 978 Fire Equipment-Maint/Repair/Upgrades **\$31,687.00** **(\$10,111.50)**

2013 Actual	\$15,661.14
2014 Actual	\$25,816.41
2015 Budget	\$41,798.50

Truck Repair		\$4,500.00
Jaws Pump Maint		\$0.00
Air Compressor M/A		\$1,000.00
Turn-Out Gear Repair/Cleaning		\$400.00
Ladder Certification		\$450.00
Annual Pump Test/Maint		\$1,500.00
Pager/Radio Repair		\$600.00
SCBA Repair		\$1,500.00
First Aid Kit (restock)		\$50.00
Fire Extinguishers Maint		\$400.00
Misc. Equipment Repair		\$1,000.00
Posi Check Calibration	**potential split 50/50 with GTFD	\$650.00
OHD Facemask Fit Equipment	**potential split 4 ways with GTFD,MTFD, ATFD	\$750.00
Leather Fire Boots (10)		\$3,600.00
New Apparatus Equipment	**final purchases	\$15,287.00
TOTAL		<u>\$31,687.00</u>

Acct# 981 Apparatus **\$0.00** **\$0.00**

2013 Actual	\$0.00
2014 Actual	\$470,176.00
2015 Budget	\$0.00

TOTAL		<u>\$0.00</u>
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2016 BUDGET-DRAFT

Acct# 984 Computer Hardware/Repairs **\$972.03** **(\$27.97)**

2013 Actual	\$0.00	
2014 Actual	\$767.91	
2015 Budget	\$1,000.00	
Computer/Monitor upgrades		\$500.00
Upgrades/Repairs		<u>\$472.03</u>
TOTAL		<u><u>\$972.03</u></u>

Acct# 988 Computer Software/Upgrades **\$1,300.00** **\$100.00**

2013 Actual	\$1,191.00	
2014 Actual	\$1,113.99	
2015 Budget	\$1,200.00	
Fire Tools Upgrade		\$400.00
Peachtree Upgrade		<u>\$900.00</u>
TOTAL		<u><u>\$1,300.00</u></u>

Swartz Creek Area Fire Department 2016 Budget Explanation List:

~July 1, 2015~

976 Fire Equipment:

#	Cost	Description
3	8,400	Sets of Securitex turn out gear for replacement in case of damage or sizing for new hires.
	1,000	New Misc Gear (personal protective items for new recruits)
	500	Dress uniform needs. Each firefighter that comes off probation should receive a dress uniform, to properly represent the SCAFD. This will provide adequate coverage for new personnel and worn out uniform pieces that need replacement.
0	0	Anniversary helmets (Those that reach their 10 th Anniversary are presented with a traditional helmet. No one is scheduled for this in 2016.)

Total Fire Equipment = \$9,900.00

978 Fire Equip.-Maintenance/Repair/Upgrades

4,500	Unclassified truck repair.
0	Jaws Pump Annual Maintenance program (Amkus recommends that the units have the oil changed & tools be inspected/repared annually for optimum usability. Due to liability, it is recommended that a qualified factory company inspect & maintain our rescue tools.)
1,000	Breathing Air Compressor Maintenance (an ongoing MiOSHA requirement to insure the air that the SCBA bottles are filled with is not contaminated)
400	Turn out gear repair and cleaning (When cost effective, gear that has been damaged beyond local means to repair or clean, can be returned to usable condition. Each garment is analyzed to determine the cost effectiveness of repair, of which this cost would be taken from this fund. In addition, a new SOG has been added that requires employees to wash their gear on a regular basis to provide optimum gear protection.)
450	Ladder Certification (An annual cost associated with the MiOSHA & NFPA requirement)
1,500	Annual Engine Pump testing (An annual cost associated with NFPA requirements).
600	Pager/radio repair (We are seeing an increase in pager repair due to age. Amount is double 2015 for this reason.)
1,500	SCBA repair (Our SCBA require a six year replacement of certain parts. This amount will also cover parts associated with the frame, bottles & face masks.)
50	First Aid Kit (Restock of used items & replacement of expired.)
400	Department fire extinguisher maintenance (yearly inspections are required)
1,000	Misc. Equipment Repairs (hand tools, power equipment & etc)
650	SCBA Posi-Check Maintenance (Annual re-certification of testing equipment. This was shared with Gaines Township Fire in 2013. However, they always have the option to not participate.)
750	Fit Testing Maintenance (Annual re-certification. This is being shared with

		Atlas Township, Gaines Township and Mundy Township. However, they always have the option to not participate.)
10	3,600	Replace rubber fire boots with leather as deemed necessary. (This is an on going replacement process. Boots were purchased in 2014 & 2015 as part of the replacement process.)
	15,287	New apparatus loose equipment (This amount is approximately half of what it will take to equip the new apparatus. The remaining amount will be requested in the 2016 budget.)

Total Maintenance/Repair = \$31,687.00

984 Computer Hardware (Repairs/Upgrades):

Cost	Description
500	Computer Upgrades (Amount to cover aging monitors, CPU's and misc. hardware)
500	Repairs and/or replacement of miscellaneous items such as mice, keyboards, hard drives, and etc.

Total Computer Hardware (Repairs/Upgrades) = \$1,000.00

988 Computer Software (New/Upgrades):

Cost	Description
400	FireTools user fee. (FireTools charges the SCAFD this amount yearly. It includes all upgrades associated with the program.)
900	SAGE Business Care (Yearly tax support and updates.)

Total Computer Software (New/Upgrades) = \$1,300.00

999 CIPF (Capital Improvement Program Fund) Contributions:

Cost	Description
0	No provisions have been made to contribute. The only funding, at this time, is to deposit any fund balance into a separate account for future consideration.

Total CIPF Contribution = \$.00

Swartz Creek Area Fire Department
2016 Fire Apparatus Purchase Schedule
July 31, 2015

New or Replacement Year	Purchased New Year	Original Cost	Service Years When Replaced	Apparatus Description	Rig #	Replacement / Additional Apparatus	Projected Cost
2016	1991	180,681	25	1991 Pierce, 1500 GPM pump, 1000 gal tank	41-22	Pumper Tanker, 1,500 GPM pump, 4,000 gal tank (combine 22 & 23)	580,600 (1)
N/A	1992	71,235	N/A	1992 International, 5000 gallon tanker	41-23	Remove from service once 4,000 gallon tanker is purchased	N/A
TBD	1993	24,290	TBD	1993 Chev Crew Cab; traffic control unit	41-16	Crew Cab unit; used for traffic control & personnel transport Sta. 1	Unknown
TBD	1979	25,000	TBD	1979 Dodge Grass Unit, removable skid unit	41-27	When unit is no longer operable, replace with 1 ton crew cab pickup & install skid unit from current Dodge	Unknown
2023	1998	215,366	25	1998 Pierce, 1500 GPM pump, 750 gal. tank	41-11	1500 GPM pumper, 750 gal. tank	885,649 (2)
2025	1999	227,919	26	1999 Pierce, 1500 GPM pump, 750 gal tank	41-21	1500 GPM pumper, 750 gal. tank	947,645 (2)
2035	2015	470,176	20	2015 Rehab Pumper, 1,500 GPM pump, 750 gal tank	41-12	Rehab pumper, 1,500 GPM pump, 750 gal tank	Unknown

(1) Suggest purchase to be done borrowing funds under the SCAFD with yearly funding. Buy purchasing early, this will allow for purchasing crew cab pickups if the current units last long enough. Because of the current ages of 41-22 & 41-23, purchases, now, are strongly recommended. Inflation is also a factor to consider an earlier purchase. The approximate cost to purchase individually a pumper and tanker would be over \$700,000. Order would be placed in 2016 with first payment due in 2017.

(2) Cost estimate courtesy of Rehmann Robson 2001
TBD = To be determined

From: [Chief Brent Cole](#)
To: ["Adam Zettel"](#); ["Chris Gehringer"](#); ["Dennis Milem"](#)
Subject: 2015 Budget Amendment Request
Date: Friday, October 02, 2015 6:58:22 AM

Hi Adam, Chris & Denny,

Please note below a resolution from the September 21 Fireboard meeting:

- **Resolution 092115-06**

Motion by Ted Henry

Second by Rick Clolinger

The SCAFD Board does hereby direct the Chief to request permission, from the Municipalities, to amend line item 4978, in the 2015 budget to include the \$10,000 for the mobile data terminals.

YES: Abrams, Bell, Clolinger, Henry, Kapraun, Engel

NO: None Motion declared carried

This would resolve the \$10,000 amount carried over from 2014.

Thanks for your consideration.

Brent

Item #14 - Pavement Markings							
Company Name	Description	Qty	U/M	Unit Price	Total Pric	Terms	Exceptions to Specifications
M&M Pavement Marking	1. Yellow Skip 4"	150,000	Lin. Ft.	\$ 0.043	\$ 6,450.00	Net 30	None
	2. Yellow Solid 4"	1,205,250	Lin. Ft.	\$ 0.043	\$ 51,825.75		
	3. White Skip 4"	199,600	Lin. Ft.	\$ 0.06	\$ 11,976.00		
	4. White Solid 4"	7,000,000	Lin. Ft.	\$ 0.043	\$ 301,000.00		
	5. White Solid 6"	157,739	Lin. Ft.	\$ 0.05	\$ 7,886.95		
	6. Longitudinal <6", Remove	4,000	Lin. Ft.	\$ 0.25	\$ 1,000.00		
	GCRC Grand Total						
P.K. Contracting	1. Yellow Skip 4"	150,000	Lin. Ft.	\$ 0.05	\$ 7,500.00		
	2. Yellow Solid 4"	1,205,250	Lin. Ft.	\$ 0.05	\$ 60,262.50		
	3. White Skip 4"	199,600	Lin. Ft.	\$ 0.05	\$ 9,980.00		
	4. White Solid 4"	7,000,000	Lin. Ft.	\$ 0.048	\$ 336,000.00		
	5. White Solid 6"	157,739	Lin. Ft.	\$ 0.07	\$ 11,041.73		
	6. Longitudinal <6", Remove	4,000	Lin. Ft.	\$ 0.35	\$ 1,400.00		
	GCRC Grand Total						

Prepared By:
Joyce A. McClane
Purchasing Manager



ROWE PROFESSIONAL SERVICES COMPANY

Large Firm Resources. Personal Attention.sm

September 30, 2015

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

RE: Water main Replacement – Winston/Miller Road
Design Engineering Proposal

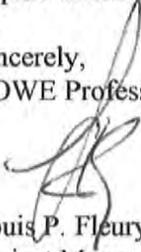
Dear Mr. Zettel:

ROWE Professional Services is pleased to provide the city with a proposal for the above referenced project. Construction is estimated at \$75,000 and will include water main replacement at the intersection of Winston and Miller Road. Approximately 100 feet of 12 inch watermain along Miller Road and 180 feet of 8 inch water main on Winston Drive will be replaced.

Our fee for plan design, specifications, and construction permitting is **\$8,924** (see attached fee breakdown). This fee includes all work necessary to incorporate contract documents for construction and permitting of the public water main into the upcoming paving contract.

ROWE looks forward to another successful project with the city. If you have any questions, concerns or require additional information, please do not hesitate to contact me at (810) 341-7500.

Sincerely,
ROWE Professional Services Company


Louis P. Fleury, P.E.
Project Manager

Attachment

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**CITY OF SWARTZ CREEK
WATER MAIN IMPROVEMENTS**
September 30, 2015

Design Engineering Fee Breakdown

- | | |
|--|----------------|
| 1. <i>Field Work</i> – Provide topographic survey to measure all existing surface features, inventory existing utilities and identify property lines within the Street right-of-ways. | \$1,200 |
| 2. <i>Plans, Specifications and Estimate</i> – Develop construction drawings, prepare specifications, provide an engineer’s estimate, review final plans with the city staff; submit necessary information for required MDEQ and soil erosion control permits. | \$7,724 |
| Overall Design Engineering Total | \$8,924 |

Not included in this proposal:

- Construction Engineering
- Construction Staking
- Permit Fees

**INTERLOCAL AGREEMENT ESTABLISHING THE _____ POLICE
AUTHORITY**

This Agreement (“Agreement”) dated October 12, 2015 (“Agreement Date”) and effective on the Effective Date as defined herein is being entered into pursuant to the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Michigan Public Acts of 1967, Ex. Sess., being MCL § 124.501, *et seq.*, is made by and between the Charter Township of Mundy, a Michigan Charter Township, whose address is 3478 Mundy Avenue, Swartz Creek, Michigan 48473, and the City of Swartz Creek, a Michigan Home Rule City, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48743.

RECITALS

WHEREAS, the Township operates a police department to provide public safety to the residents and visitors to the Township; and

WHEREAS, the City operates a police department to provide public safety to the residents and visitors to the City; and

WHEREAS, in September 2014, the Township and City executed an **AGREEMENT TO OVERSEE POLICE DEPARTMENT**, whereas the Township’s Police Chief would oversee the City’s Police Department; and

WHEREAS, the **AGREEMENT TO OVERSEE POLICE DEPARTMENT** included the officers of the City and Township being sworn in as officers of both the City and Township police departments; and

WHEREAS, as the Township and City are exploring whether it would be in the best interest of the Township and City to jointly establish a Police Authority; and

WHEREAS, the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Michigan Public Acts of 1967, Ex. Sess., being MCL § 124.501, *et seq.*, permit governmental units to exercise jointly with other governmental units any power, privilege or authority which such governmental units share in common which each might exercise separately; and

WHEREAS, the Township and City are both a “public agency” as that term is defined under Act 7 of the Michigan Public Acts of 1967, Ex. Sess., being MCL § 124.501, *et seq.* The Township and City both possess the power, privilege, and authority under State law to provide police protection to the residents and visitors to their respective municipalities; and

WHEREAS, the Township and City have agreed to execute this Agreement whereby establishing the Police Authority, pursuant to the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Michigan Public Acts of 1967, Ex. Sess., being MCL § 124.501, *et seq.*; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Township and City agree as follows:

ARTICLE I
INTRODUCTORY PROVISIONS; DEFINITIONS; CAPTIONS AND HEADINGS;
PLURAL TERMS

Section 1.01. Adoption of Recitals. All of the matters stated in the Recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement as though fully set forth in their entirety herein. However, in cases of conflict, provisions of this Agreement shall prevail over the matters stated in the Recitals.

Section 1.02. Definitions. The following terms and expressions as used in this Agreement, unless the context clearly shows otherwise, shall have the following meaning:

- (1) “Act 7” means Act 7 of the Michigan Public Acts of 1967, Ex. Sess., as amended being codified at MCL § 124.501, *et seq.*
- (2) “Agreement” means this interlocal agreement between the Charter Township of Mundy and the City of Swartz Creek.
- (3) “Agreement Date” means October 12, 2015, or the date on which all of the following are satisfied:
 - (i) The Agreement is approved and executed by the Township Board of Trustees of the Charter Township of Mundy.
 - (ii) The Agreement is approved and executed by the City Council of the City of Swartz Creek.
 - (iii) The Agreement is filed with the county clerk of Genesee County, Michigan.
 - (iv) The Agreement is filed with the Secretary of State of the State of Michigan.

This is the date that starts the minimum 180 day period for providing a labor agreement, operating procedures, leases, budget, etc.
An affirmative vote at this time begins this process. No employees, assets, responsibilities or funds would transfer to the authority at this time.

Additionally, all costs incurred by the Police Authority after the Agreement Date and prior to the Effective Date shall be paid fifty percent (50%) by the Township and fifty percent (50%) by the City.

- (4) "Chairperson" means the Chair of the Police Authority Board who shall preside at all meetings. The Chairperson shall be responsible for timely, fair and reasonable conduct of the Police Authority's meetings. The Chairperson shall sign on the behalf of the Police Authority all documents and instruments that are required to be signed by the Chairperson of the Police Authority. The Chairperson shall assign duties to committees and subcommittees of the Police Authority to the extent such duties are not inconsistent with the direction of the Police Authority Board.
- (5) "Chief Contract" means the current contract for employment between the Township and the Township's Chief of Police.
- (6) "Effective Date" means the one hundred and eighty-first (181st) day after the Agreement Date and the date on which all of the following are satisfied:
 - (i) The Township Board has been provided an estimate of the amount of allocation to the Police Authority by the Township as determined by the Police Authority Board for the first Fiscal Year of the Police Authority and affirms its participation in the Police Authority by resolution.

If another affirmative vote on establishing the authority occurs, after 180 days AND presentation of essential operating information (budget), the authority would then be "effective". Assets, personnel, and responsibilities would transfer at a set date.

If the Township Board is not satisfied with the estimate of the amount of allocation to the Police Authority by the Township, as determined by the Police Authority Board for the first Fiscal Year of the Police Authority, the Township Board shall provide the Police Authority Board with written notification of its intent not to approve the resolution to affirm participation in the Police Authority and the specific reason(s) why the amount is unacceptable. Thereafter, the Police Authority shall use its best efforts to address the concerns of the Township and resubmit to the Township Board a new estimate of the amount of allocation to the Police Authority by the Township. This process shall continue until the Township Board approves the resolution affirming its participation in the Police Authority or if the Township Board fails to adopt the resolution prior to the two hundred and tenth (210) day after the Agreement Date, the Township Board and City Council shall meet and determine if it is in the best interest of the Township and City to continue to pursue establishing a Police Authority.

- (ii) The City Council has been provided an estimate of the amount of allocation to the Police Authority by the City as determined by the Police Authority Board for the first Fiscal Year of the Police Authority and affirms its participation in the Police Authority by resolution.

This provision acts as an abort button for the city.

If the City Council is not satisfied with the estimate of the amount of allocation to the Police Authority by the City as determined by the Police Authority Board for the first Fiscal Year of the Police Authority, the City Council shall provide the Police Authority Board with written notification of its intent not to approve the resolution to affirm participation in the Police Authority and the specific reason(s) why the amount is unacceptable. Thereafter, the Police Authority shall use its best efforts to address the concerns of the City and resubmit to the City Council a new estimate of the amount of allocation to the Police Authority by the City. This process shall continue until the City Council approves the resolution affirming its participation in the Police Authority or if the City Council fails to adopt the resolution prior to two hundred and tenth (210) day after the Agreement Date, the Township Board and City Council shall meet and determine if it is in the best interest of the Township and City to continue to pursue establishing a Police Authority.

- (iii) The Police Authority has been provided with copies of the resolutions, certified by the Township and City Clerk as set forth in Section 1.02(6)(i) and (ii) of this Agreement.
- (7) “Fiscal Year” means the fiscal year of the Police Authority, which shall begin on January 1 of each calendar year and end on December 31 of the following calendar year.
 - (8) “OMA” means the Michigan Open Meetings Act, Act 267 of the Michigan Public Acts of 1967, being MCL § 15.261 to 15.275.
 - (9) “Party” means a party to this Agreement.
 - (10) “Parties” means the Township and the City collectively.
 - (11) “Person” means an individual, authority, corporation, limited liability company, partnership, limited partnership, firm, organization, association, joint venture, trust, governmental entity, Public Agency, or other legal entity.

- (12) “Police Authority” means the separate legal entity and public body corporate created by the Township and City.
- (13) “Police Authority Board” means the board of the Police Authority created pursuant to the terms of this Agreement.
- (14) “Police Services” means those police services commonly exercised by police departments as may be necessary for the preservation of quiet and order, the protection of persons and property, and any other related service deemed necessary in the sole discretion of the Police Authority.
- (15) “Protected Person” means a board, official, officer, board member, employee, contractor, or agent of the Police Authority.
- (16) “Public Agency” means that term as defined under Section 2(e) of Act 7.
- (17) “State” means the State of Michigan.
- (18) “Vice Chairperson” means the Vice Chairperson of the Police Authority who shall act in the place of the Chairperson in the event of an absence, inability to act or refusal to act, and shall exercise and discharge such other duties as may be required by the Chairperson or the Police Authority Board.

Section 1.03. Captions and Headings. The captions, headings, and titles in this Agreement are a convenience and not intended to have any substantive meaning or be interpreted as part of this Agreement.

Section 1.04. Plural Terms. A term or phrase in this Agreement importing the singular number only may extend to and embrace the plural number and every term or phrase importing the plural number may be applied and limited to the singular number.

ARTICLE II

PURPOSE

The purpose of this Agreement is to create and empower the Police Authority to implement the powers, privileges, and authority of each of the Parties consistent with this Agreement to provide Police Services within the Township and City. This Agreement is not intended to restrict the Police Authority from providing Police Services outside of the Township and City as allowed by law. Additionally, this Agreement shall not prevent the Police Authority from providing Police Services outside of the Township and City pursuant to a legally executed agreement.

ARTICLE III
CREATION OF POLICE AUTHORITY

Section 3.01. Creation and Legal Status of Police Authority. The Police Authority is established as a separate legal entity for the purpose of providing Police Services as more fully set forth in this Agreement. The Police Authority shall be a public body corporate and the Police Authority shall have the powers granted under this Agreement, Act 7, and other applicable law.

Section 3.02. Principal Office. The principal office of the Police Authority shall initially be located at 4029 West Grand Blanc Road, Swartz Creek, Michigan 48473. The Police Authority Board may change the location of the principal office upon a majority vote of the Police Authority Board. The location change of the principal office shall not be effective until thirty (30) days after all of the following has occurred:

A mini-station is expected to remain in the city

- (1) Notice has been posted at the current principal office;
- (2) Notice has been published in a newspaper of general circulation or other method allowed by law; and
- (3) If the Police Authority maintains a webpage, notice shall be posted on the front page of the webpage.

Section 3.03. Title to Police Authority Assets. All property owned by the Police Authority is owned by the Police Authority as a separate legal entity and public body corporate, and no Party has any ownership interest in Police Authority property.

Section 3.04. Police Authority Buildings. The Township and City agree that the Police Authority shall use the Township's current police department, located at 4029 West Grand Blanc Road, Swartz Creek, Michigan 48473, until the Police Authority decides to move to a different location or construct a new building. The Township shall be entitled to rent, utilities, and other related items as more fully set forth in a rental agreement between the Township and the Police Authority. If a Party determines that it would be in its best interest for a police department or satellite office ("Facility") to be located in its municipality, the Party desiring the Facility shall be responsible for the purchase, lease, or construction of the Facility and equipping the Facility to the sole satisfaction of the Police Authority. The Police Authority shall approve the Facility prior to the purchase, lease, or construction of the Facility by the Party. This is to ensure that the Police Authority has the financial capabilities of operating the proposed Facility. After the Facility is completed, the Police Authority shall be responsible for the operational and maintenance costs of the Facility, but at no time shall the Police Authority be responsible for the rent, lease, or payments due and owing for the construction of the Facility.

Section 3.05. Prosecutions and Payments from Court. With the exception of parking citations, the Township and City agree that the Police Authority shall be solely responsible for all prosecutions of citations written pursuant to any Township or City Ordinance by the Police Authority. If the Township or City has an ordinance regarding parking, the Township or City and the Police Authority shall execute an agreement as to which organization shall prosecute parking violations. Understanding that citations issued pursuant to the Township or City's ordinances may result in a portion of the money collected by the court being returned to the Township or City, the Township and City agree that the entity determined to be responsible for the prosecution costs shall be entitled to all moneys received from the court. The Parties agree that any revenue received from any court for the violation of a Township or City ordinance that was prosecuted by the Police Authority shall be forwarded to the Police Authority within fifteen (15) days. If, in the future, the Police Authority adopts its own ordinances, the Police Authority shall be responsible for all prosecutions of those ordinances and all payments received by any court regarding those ordinances shall be deposited into the appropriate revenue fund of the Police Authority.

Section 3.06. Tax-Exempt Status. The Parties intend the activities of the Police Authority to be tax-exempt as governmental functions carried out by an instrumentality or political subdivision of government under Section 115 of the Internal Revenue Code of 1986, 26 USC 115, or any corresponding provisions of any future federal tax code. The Parties also intend the activities of the Police Authority to be governmental functions carried out by a political subdivision of the State, exempt to the extent provided under State law from taxation by this State, including, but not limited to, business tax under the Michigan Business Tax Act, Act 36 of the Michigan Public Acts of 2007, as amended, being MCL §208.1101 to 208.1601, income tax under the Income Tax Act of 1967, Act 281 of the Michigan Public Acts of 1967, being MCL § 206.1 to 206.713, and property tax under The General Property Tax Act, Act 206 of the Michigan Public Acts of 1893, being MCL § 211.1 to 211.157, and any successor State tax laws.

Section 3.07. Compliance with Law. The Police Authority shall comply with all federal and State laws, rules, and regulations applicable to the Police Authority.

Section 3.08. Relationship of the Parties. The Parties agree that no Party shall be responsible for the acts of the Police Authority or of the employees, agents, and servants of any other Party, whether acting separately or in conjunction with the implementation of this Agreement. The Parties shall only be bound and obligated under this Agreement as expressly agreed to by each Party and no Party may otherwise obligate any other Party.

Section 3.09. No Third-Party Beneficiaries. Except as expressly provided in this Agreement, the Agreement does not create in any Person, and is not intended to create by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any Party's rights in this Agreement, or any other right.

Section 3.10. Litigation Costs. In the event of a legal proceeding challenging the validity of this Agreement or any action or activity engaged in pursuant to this Agreement where the Township, City, or a Protected Person of the Township or City is named as a defendant, to the extent permitted by law, including, but not limited to, Section 28 of Article VII of the State Constitution of 1963 and Section 5 of Act 7, and from funds lawfully available to the Police Authority, the cost of legal representation of the Township, City, or the Protected Person shall be the responsibility of the Police Authority or its insurance carrier, not the Parties. To the extent permitted by law, and from funds lawfully available to the Police Authority, the Police Authority or its insurance carrier shall defend, hold harmless, and reimburse the Township, City, or a Protected Person of the Township or City from and against any and all costs, losses, claims, liabilities, actions, suits, proceedings, fines, expenses, payments, penalties, damages, and injuries, of whatever kind or nature, including attorneys' fees and settlement costs, arising out of, resulting from, caused by, or associated with, or alleged to have arisen out of, resulted from, been caused by, or associated with, in whole or in part, directly or indirectly, the execution or performance of this Agreement, or any acts or omissions of any Party or any Person taken in connection with this Agreement or its performance. The Parties intend that the Township, City, and Protected Persons of the Township and City shall have no individual liabilities or costs of any nature in connection with this Agreement other than those specifically agreed to or assumed in writing by the Township or City. To the extent permitted by law and from funds lawfully available to the Police Authority, if any suit, action or proceeding is brought against the Township, City, or any Protected Person of the Township or City, that suit, action or proceeding shall be defended by a mutually agreed to counsel of the Parties, as evidenced by a vote of the Police Authority Board, unless it is covered by the insurance carrier of the Police Authority, the Township or the City. If the defense is not covered by an insurance carrier and is therefore provided by counsel mutually acceptable to the Township and the Police Authority or to the City, and the Police Authority, the Police Authority shall pay all reasonable and necessary costs of the defense, including reasonable attorney fees, to the extent permitted by law and from funds lawfully available to the Police Authority. If the Township and City mutually determine by a vote of the Police Authority Board that the Police Authority shall defend the Township, City, or Protected Person of the Township or City, the Police Authority shall immediately assume the defense at its own reasonable and necessary costs, to the extent permitted by law and from funds lawfully available to the Police Authority. Notwithstanding another provision of this section, if the Police Authority refuses to defend a Party or a Protected Person under this section, or a conflict under applicable law or rules prohibits the Police Authority from defending a Party or a

Protected Person, the Party or Protected Person may retain counsel and the Police Authority shall be responsible for the reasonable and necessary litigation costs and expenses of the Party or Protected Person, to the extent permitted by law and from funds lawfully available to the Police Authority.

Section 3.11. Legal Settlements. The Police Authority shall not be liable for any settlement of any proceeding made without its consent, and the Police Authority shall not unreasonably withhold consent.

Section 3.12. Nonprofit Status. As a governmental instrumentality within this State, the Police Authority may not be operated for profit. No part of any earnings of the Police Authority may inure to the benefit of a Person other than the Parties or other contracted entities as allowed by Act 7. It is the intent of the Parties that the Police Authority maintain its nonprofit status.

This is a key determination, resulting in a neutral tie breaking vote agreed by both parties, instead of a swing vote.

ARTICLE IV

POLICE AUTHORITY BOARD; COMMITTEES; CHIEF OF POLICE

Section 4.01. Police Authority Board Composition. The Township Board shall appoint a total of three (3) individuals who shall be residents of the Township to the Police Authority Board. A minimum of one (1) of the individuals appointed by the Township Board shall be a Township Board member. The City Council shall appoint a total of three (3) individuals who shall be residents of the City to the Police Authority Board. A minimum of one (1) of the individuals appointed by the City Council shall be a member of the City Council. The Township and City shall not appoint any alternates to the Police Authority Board. The six (6) appointed Police Authority Board members shall, prior to the Effective Date, select by a majority vote one (1) additional Police Board member who shall serve a one (1) year term, which may be renewed an indefinite number of times by a majority vote of the Police Board. The selected seventh board member shall not vote except in the case of a tie vote. The selected seventh board member shall break all tie votes, if present. The additional Police Board member shall possess the following:

- (1) A background in law enforcement; and
- (2) Knowledge of the geographic area where Police Services are being provided.

In the event that the one (1) additional Police Board member vacates his or her seat by resignation, incapacity, death, extended unexcused absences, or similar event prior to the end of his or her appointment, the same process shall be followed by the six (6) Police Board members appointed by the Township and City to fill said vacancy. With respect to litigation against the Police Authority, neither the Township nor the City shall be considered an agent, employee or supervisor of any Police Authority employee.

Section 4.02. Police Authority Board Power. The Police Authority Board shall authorize and approve the annual budget, audit, hear and render decisions in administrative appeals as set forth in the Police Authority Personnel Manual, and oversee performance of the Police Chief.

Section 4.03. Meetings of the Police Authority Board.

(1) **Presiding Officer, Chairperson, and Vice Chairperson.** At the first meeting of the Police Authority Board after the Agreement Date, the Chief of Police shall preside over the meeting until the Police Authority Board elects one of its members as Chairperson. Thereafter, the Chairperson shall preside over all meetings. The Police Authority Board may also elect from its members a Vice Chairperson to act in the absence of the Chairperson.

The chief will not transfer or be employed by the authority until the effective date.

(2) **First Meeting of Police Authority Board.** At the first meeting of the Police Authority Board after the Agreement Date, the Police Authority shall approve the assignment of Chief Contract to be effective on the Effective Date, adopt a FOIA policy, and appoint a FOIA coordinator.

(3) **Prior to the Effective Date of Agreement.** Prior to the Effective Date of this Agreement, the Police Authority Board shall appoint its seventh member pursuant to Section 4.01 of this Agreement, adopt a purchasing policy, establish a date for a public hearing on the budget for the Police Authority, approve its annual meeting calendar, adopt standard operating procedures, adopt an investment policy, adopt a LIEN policy, adopt any documents required by 911, adopt mutual aid agreements, approve the lease agreement for the Police Authority's principal office location, adopt a Personnel Manual, adopt rules of procedure governing its meetings, adopt an ethics policy pursuant to Section 4.08 of this Agreement, adopt a model contract for any agencies desiring to contract with the Police Authority for Police Services, and ratify or approve a collective bargaining agreement(s), and other necessary documents, agreements or contracts as needed.

This is the purpose of enabling the agreement. This provision enables the authority to begin outlining its operations BEFORE final agreement and transfer of powers/assets.

(4) **Meetings of the Police Authority Board and Police Authority Board Participation in Meetings.** The Police Authority Board shall hold at least three (3) meetings per year (public hearing on budget, adoption of budget, and acceptance of audit) and other special meetings at a time, date, and place determined by the Police Authority Board. Meetings of the Police Authority Board shall comply with the OMA. Public notice of the time, date, and place of the Public Authority Board meetings shall be given in the manner required by the OMA. Members of the Police

Authority Board may participate in meetings by electronic means of communication to the fullest extent permitted by law.

Section 4.04. Police Authority Board Quorum and Voting. With the exception of adopting the budget and hiring the Chief of Police, a majority of the members serving on the Police Authority Board shall constitute a quorum for the transaction of business. A super majority vote of the members serving on the Police Authority Board shall be required for the adoption of the budget and hiring, firing, or disciplining the Chief of Police. The Police Authority Board shall act by a majority vote of the members serving at the time of the vote. Members of the Police Authority Board shall not engage in proxy voting; however, a Police Authority Board member is allowed to participate in a Police Authority Board meeting via Skype, Windows Meeting Space, or similar program. Participation by electronic means is permissible, however, only if the participating Police Authority Board member and the remainder of the Police Authority Board can see and hear each other, and only if any members of the public attending the meeting can hear the participating member. The Police Authority Board member participating via electronic means shall be considered present in determining a quorum. The Police Authority Board member participating in debate via electronic means with the Police Authority Board and thereafter voting shall have its votes included in the total votes cast on any question before the Police Authority Board. Voting by telephone or other means where the Police Authority Board and the Police Authority Board member cannot see each other is expressly forbidden.

Section 4.05. Finance Committee. There shall be only one (1) standing committee of the Police Authority Board, which shall be the Finance Committee. The Finance Committee shall consist of one (1) individual appointed by the City to the Police Authority Board, one (1) individual appointed by the Township to the Police Authority Board, and the seventh member mutually appointed pursuant to Section 4.01 of this Agreement. The powers vested in the Finance Committee is to review the accounts receivable and accounts payable of the Police Authority and ensure that only budgeted items have been purchased and to review requests for purchases not set forth in the budget and make a recommendation of those purchases to the Police Authority Board. The Finance Committee shall be provided with all relevant information needed to review the accounts. The secretary appointed by the Chief of Police shall keep a journal of all Finance Committee meetings that complies with the OMA. The meetings of the Finance Committee shall comply with the OMA. Public notice of the time, date, and place of the Finance Committee meetings shall be given in the manner required by the OMA.

Section 4.06. Ad-Hoc Committees. The Police Authority Board shall have the power to establish ad-hoc committees for a limited purpose and a limited duration. At the time the ad-hoc committee is established, the Police Authority Board shall determine the membership, purpose, and duration of the ad-hoc committee. All ad-hoc committees shall report directly to

the Police Authority Board. The secretary appointed by the Chief of Police shall keep a journal of all ad-hoc committee meetings that complies with the OMA. The meetings of the ad-hoc committees shall comply with the OMA. Public notice of the time, date, and place of the ad-hoc committee meetings shall be given in the manner required by the OMA.

Section 4.07. Finance Committee and Ad-Hoc Committee Quorum and Voting. A majority of the members of the Finance Committee and any ad-hoc committee shall constitute a quorum for the transaction of business. The Finance Committee and any ad-hoc committee shall act by a majority vote of its members serving at the time of the vote. Members of the Finance Committee or any ad-hoc committee may not engage in proxy voting; however, may participate via Skype, Windows Meeting Space, or similar program as more fully set forth in Section 4.04 of this Agreement.

Section 4.08. Ethics and Conflicts of Interest. The Police Authority Board shall adopt ethics policies governing the conduct of the Police Authority Board members, the Finance Committee, any ad-hoc committee, and the officers and employees of the Police Authority. The policies shall be no less stringent than those provided for public officers and employees under Act 196 of the Michigan Public Acts of 1973, as amended, being MCL § 15.341 to 15.348. Members of the Police Authority Board, Finance Committee, ad-hoc committee, and the officers and employees of the Police Authority shall be deemed to be public servants under Act 317 of the Michigan Public Acts of 1968, as amended, being MCL § 15.321 to 15.330, and are subject to any other applicable laws with respect to conflicts of interest. The Police Authority Board shall establish policies and procedures requiring disclosure of relationships that may give rise to conflicts of interest.

Section 4.09. Chief of Police Appointment. The Parties agree that the first Chief of Police shall be the current Chief of Police for the Mundy Township Police Department. As a condition of this Agreement, the Township shall assign the Chief Contract to the Police Authority and the Police Authority shall accept the assignment of the Chief Contract as presented by the Township. At the expiration of the Chief Contract, the Police Authority may renew the Chief Contract or let it lapse on its terms. In the event that the Chief Contract lapses on its terms or if the current Chief of Police decides to vacate the office or is unable to perform the duties of Chief of Police, then the Chief of Police shall be appointed by the Police Authority Board in a manner consistent with Section 4.04 of this Agreement.

Section 4.10. Chief of Police Duties, Contract, and Discipline. The Chief of Police shall be vested with the ability to hire and terminate all personnel of the Police Authority with the exception of the members of the Police Authority Board. The appointments by the Chief of Police shall include, but not be limited to, a secretary, a treasurer, an attorney, and all personnel other than the Police Authority Board members. The secretary, treasurer, and attorney shall

serve at the pleasure of the Chief of Police. The Chief of Police shall, administer all programs, funds, facilities, contracts, and all other administrative and Police Service functions of the Police Authority and negotiate with all collective bargaining units (subject to approval by the Police Authority Board),. The Chief of Police shall serve as an advisor to the Police Authority Board, the Finance Committee, and any ad-hoc committees established by the Police Authority Board. The Chief of Police shall report and be subject to the oversight of the Police Authority Board and in compliance with Section 4.11 of this Agreement. The Chief of Police shall receive compensation as determined by the Police Authority Board. All terms and conditions of the Chief of Police employment, including length of service, shall be specified in a written contract between the Chief of Police and the Police Authority, provided that the Chief of Police shall serve at the pleasure of the Police Authority Board, and the Police Authority Board may suspend, remove or discharge the Chief of Police in a manner consistent with Section 4.04 of this Agreement.

Section 4.11. Fiduciary Duty. The members of the Police Authority Board, the Chief of Police, and the treasurer appointed by the Police Chief are under a fiduciary duty to conduct business in the best interests of the Police Authority, including the safekeeping and use of all Police Authority monies and assets for the benefit of the Police Authority. The members of the Police Authority Board, the Chief of Police, and the treasurer appointed by the Chief of Police shall discharge their duties in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

Section 4.12. Compensation. The members of the Police Authority Board, the Finance Committee, and any ad-hoc committee members shall receive no compensation for the performance of their duties. A member of the Police Authority Board, Finance Committee, or any ad-hoc committee members may engage in private or public employment, or in any profession or business, but may not serve as an employee of the Police Authority. Members of the Police Authority Board, Finance Committee, or any ad-hoc committee members may be reimbursed by the Police Authority for actual and necessary expenses incurred in the discharge of their official duties.

Section 4.13. Oath of Office. Members of the Police Authority Board and the Chief of Police, prior to entering upon the duties of office, shall take and subscribe to the constitutional oath of office as set forth in Section 1 of Article XI of the State Constitution of 1963. The oath of office shall be filed with the Secretary of the Police Authority.

ARTICLE V
POWERS OF THE AUTHORITY

These are
enumerated powers
listed in statute.

Section 5.01. Common and Shared Powers. The enumeration of a power, privilege, or authority in this Agreement shall not be construed as limiting the powers, privileges, or authorities of the Police Authority. In carrying out its purposes, the Police Authority may perform, or perform with any Person, as applicable, any power, privilege, or authority that the Parties share in common and that each might exercise separately to the fullest extent permitted by the Act, including, but not limited to the provision of innovation, flexible, transparent, safe, efficient, and effective Police Services or other common service.

Section 5.02. Powers Under Act 7. In addition to other powers of the Police Authority, the Police Authority shall, consistent with Section 7 of Act 7, have the power to do all of the following:

- (1) Make and enter into contracts;
- (2) Employ agencies or employees;
- (3) Acquire, construct, manage, maintain, or operate buildings, works, or improvements;
- (4) Acquire, hold, or dispose of property;
- (5) Incur debts, liabilities, or obligations that, except as expressly authorized by the Parties, do not constitute the debts, liabilities, or obligations of any of the Parties.
- (6) Cooperate with a public agency, an agency or instrumentality of that public agency, or another legal entity created by that public agency under Act 7;
- (7) Make loans from the proceeds of gifts, grants, assistance funds, or bequests in order to further the purposes of the Police Authority;
- (8) Form other entities necessary to further the purpose of this Agreement; and
- (9) Sue and be sued in the name of the Police Authority.

Section 5.03. Additional Powers Under Act 7. The Police Authority also shall have the power, consistent with Section 5 of Act 7, to do all of the following:

- (1) Fix and collect charges, rates, rents, fees, loan repayments, loan interest rates, or other charges on loans.
- (2) Promulgate necessary rules and provide for their enforcement by or with the assistance of the Parties to accomplish the purposes of this Agreement.
- (3) Determine the manner in which purchases shall be made and contracts entered into by the Police Authority.
- (4) Acquire, own, hold, operate, maintain, lease, or sell real or personal property.
- (5) Accept gifts, grants, assistance funds, or bequests and use the same for the purposes of this Agreement. The Police Authority may apply for and accept grants, assistance

funds, loans, or contributions from any source. Gifts, grants, assistance funds, or bequests accepted by the Police Authority shall become the property of the Police Authority upon acceptance, except as otherwise agreed by the Police Authority and the grantor. The Police Authority may do anything within its power to secure the grants, loans, or other contributions, including, but not limited to, maintaining separate segregated funds for gifts, grants, assistance funds, or bequests.

- (6) Make claims for federal or state aid payable to a Party on account of the execution of this Agreement, with the written consent of the Party.
- (7) Determine the manner of responding for any liabilities that might be incurred through performance of the Agreement and insure against any such liability.
- (8) Adjudicate disputes or disagreements, the effects of failure of the Parties to pay their shares of the costs and expenses agreed to by the Parties, and the rights of the other Party in such cases.
- (9) Engage auditors to perform independent audits of the financial statements of the Police Authority.
- (10) Invest surplus funds or proceeds of grants, gifts, assistance funds, or bequests, consistent with an investment policy adopted by the Police Authority Board.

Section 5.04. Bonds or Notes; Limitation. The Police Authority may borrow money and issue bonds or notes in its name for purposes authorized by law. The Police Authority may not issue any type of bond in its own name, except as provided in this section, or in any way indebted a Party except as expressly authorized by the Party in writing. The Police Authority may not borrow money or issue bonds or notes for a sum that, together with the total outstanding bonded indebtedness of the Police Authority, exceeds 2 mills of the taxable value of the taxable property within the Parties as determined under section 27a of The General Property Tax Act, Act 206 of the Michigan Public Acts of 1893, as amended, being MCL § 211.27a, unless otherwise authorized by Act 7. Bonds or notes issued by the Police Authority are the debt of the Police Authority and not of the Parties. Bonds or notes issued by the Police Authority are for an essential public and governmental purpose. Pursuant to Section 7(7) of Act 7, bonds or notes, together with the interest on the bonds or notes and income from the bonds or notes, are exempt from all taxes. Bonds or notes issued by the Police Authority are subject to the Revised Municipal Finance Act, Act 34 of the Michigan Public Acts of 2001, as amended, being MCL §141.2101 to 141.2821 as required by Section 7(8) of Act 7.

Section 5.05. Transfer Contracts. The Police Authority shall be a special authority and a political subdivision for purposes of Act 8 of the Michigan Public Acts of 1967, Ex. Sess., being MCL § 124.531 to 124.536.

Section 5.06. Tax Limitation. The Police Authority shall not levy any type of tax within the boundaries of any Party. Nothing contained in this Agreement prevents the Township or City from levying taxes, creating a special assessment district, or implementing any other legal method of raising revenue as allowed by law and assigning the revenue to the Police Authority, as agreed in writing by the Parties and to the extent provided by law.

Section 5.07. Limitation on Binding Parties. The Police Authority shall not have the power to bind a Party or to create debts, liabilities, or obligations of a Party, unless otherwise specifically agreed to by the Party in writing.

Section 5.08. No Waiver of Governmental Immunity. The Parties agree that no provision of this Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity provided under Act 7 or other statutory or common law.

Attachments shall be developed during the 180 day research phase.

ARTICLE VI

MANNER AND METHOD FOR EXERCISE OF COMMON POWER

Section 6.01. Township and City. The Township and City have agreed to monetarily fund the Police Authority for the first three (3) years at the rate set forth in Attachment A to this Agreement. The Township and City have agreed to provide as a one (1) time contribution to the Police Authority the assets set forth in Attachment B to this Agreement, which may be supplemented by motion of the Township or City. Personnel currently employed by the Township and City being transferred to the Police Authority are set forth in Attachment C to this Agreement. The Township and the City shall have one hundred eighty (180) days from the Agreement Date to complete Attachments A, B, and C to this Agreement. All existing collective bargaining agreements between the Township or City and the current police officers, supervisors, and support staff of the Township and City are subject to the provisions of Section 5 of Act 7, being MCL § 124.505.

Section 6.02. Funding of Police Authority in Year 4 and Subsequent Years Thereafter. Prior to the expiration of three (3) years from the Effective Date of this Agreement, the Township, City, and the Police Authority shall enter into one (1) or more agreements for the Police Authority to provide Police Services to the Township and City pursuant to the terms of those agreements, which shall set forth the manner in which the Police Authority shall be funded in year four (4) of its existence and for all subsequent years thereafter.

Section 6.03. Cooperation. When exercising a power, privilege, or authority under this Agreement, the Police Authority shall endeavor to actively consult and cooperate with all of the following:

- (1) Other public agency as defined by Section 2(e) of Act 7, being MCL § MCL 124.502(e).
- (2) Parental groups and organizations.
- (3) Community groups and organizations.

Section 6.04. Assumption of Liabilities. Except as provided in Section 3.10, the Police Authority does not assume any liabilities or commitments of the Township or the City.

Section 6.05. Acts and Omissions. Except as provided in Sections 3.10 and 4.09, it is the intent of the Parties that liability for acts or omissions of a Party prior to the Effective Date shall remain with the Party and not be transferred, assigned, or assumed by the Police Authority. The Police Authority shall only be liable for its own acts or omissions and those of its officials, employees and agents that occur after the Effective Date and the Parties shall not be liable for any acts or omissions of the Police Authority, its officials, employees and agents.

ARTICLE VII

BOOKS, RECORDS, AND FINANCES

Section 7.01. Police Authority Records. The Police Authority shall keep and maintain at the principal office of the Police Authority all documents and records of the Police Authority. The records of the Police Authority, which shall be available to the Parties, shall include a copy of this Agreement, any amendments to the Agreement, and any agreements under Article VI. The records and documents shall be maintained until termination of this Agreement and shall be returned to any successor entity.

Section 7.02. Township and City Records. The Township and City shall make the records of their police departments available to the Police Authority either in electronic format, hard copy, or other format as mutually agreed upon by the Township, City, and Police Authority.

Section 7.03. Financial Statements and Reports. The Police Authority shall prepare, or cause to be prepared, at its own expense, audited financial statements (balance sheet, statement of revenue and expense, statement of cash flows, and changes in fund balance) on an annual basis. The financial statements shall be prepared in accordance with generally accepted accounting principles and shall be accompanied by a written opinion of an independent certified public accounting firm. A copy of the annual financial statement and report shall be filed with the State Department of Treasury, made available to each of the Parties, and posted on a public accessible internet website.

Section 7.04. Auditor. The Police Authority shall use Plante Moran as its auditing firm for the first three (3) years that the Police Authority is operational. After the first three (3) years,

the Police Authority may renew its agreement with Plante Moran or hire a new auditor in a manner consistent with the Police Authority's Purchasing Policy.

Section 7.05. Freedom of Information Act. The Police Authority shall be subject to and comply with the Freedom of Information Act, Act 442 of the Michigan Public Acts of 1976, as amended, being MCL § 15.231 to 15.246.

Section 7.06. Uniform Budgeting and Accounting Act. The Police Authority shall be subject to comply with the Uniform Budgeting and Accounting Act, Act 2 of the Michigan Public Acts of 1968, as amended, being MCL § 141.421 to 141.440a. Unless otherwise designated by the Police Authority the Chief of Police shall serve as the Chief Administrative Officer of the Police Authority. The Chief of Police shall prepare all budgets and budget amendments and the Police Authority Board shall approve all budgets and budget amendments for the Police Authority for each Fiscal Year.

Section 7.07. Deposits and Investments. The Police Authority shall deposit and invest money of the Police Authority, not otherwise employed in carrying out the purposes of the Police Authority, in accordance with an investment policy established by the Police Authority Board consistent with laws and regulations regarding investment of public funds.

Section 7.08. Disbursements. Disbursements of money by the Police Authority shall be signed by the treasurer appointed by the Chief of Police and a member of the Finance Committee or Chairperson or Vice Chairperson. Disbursements made in the ordinary course of business that are included in the budget shall be paid pursuant to the disbursement schedule established by the treasurer appointed by the Chief of Police to ensure that no late fee is incurred. Those disbursements shall be available for review to the Finance Committee and ratified by the Police Authority Board at its next regular Police Authority Board meeting after receiving the recommendation of the Finance Committee. For disbursements not included in the budget, those disbursements shall be acted upon by the Police Authority Board after a recommendation by the Finance Committee prior to any moneys being spent.

ARTICLE VIII

TERM AND TERMINATION

Section 8.01. Term. This Agreement shall continue until either the Township or City withdraw from the Police Authority pursuant to Section 8.02 of this Agreement. The name of the Police Authority may continue beyond the term of this Agreement if there remains at least two (2) Public Agencies in the Police Authority with contracts for the Police Authority to provide Police Services to the Public Agencies.

Section 8.02. Township or City Withdrawal. Except as provided in Section 8.04 of this Agreement or as otherwise may be agreed to by the parties hereto in a written addendum hereto, the Township or City may withdraw from the Agreement at any time upon providing a minimum of one (1) Fiscal Year notice. By way of example only, if the Fiscal Year of the Police Authority is January 1 to December 31 and the Township desires to withdraw from the Police Authority, the Township may do so prior to January 1; however, the withdrawal would not be effective until December 31. Therefore, if the Township provided notice of withdrawal from the Police Authority on February 12, 2016; the effective date of the withdrawal would be December 31, 2017.

Section 8.03. Effect of Withdrawal. Except as provided in Section 8.04 of this Agreement, the Party withdrawing from the Police Authority shall not be entitled to any assets of the Police Authority, any of the employees of the Police Authority, or any revenue of the Police Authority. The withdrawing party shall only be entitled to the assets that it contributed to the Police Authority and at no time shall the withdrawing party be entitled to any cash that it has contributed to the Police Authority. Upon withdrawal, the withdrawing party shall be entitled to the current market value of the assets that it has contributed to the Police Authority taking into account depreciation. Additionally, the Party withdrawing from the Police Authority shall be provided with a list of all open and pending cases that are within the jurisdictional limits of the Party. The Party and the Police Authority shall execute a written document setting forth which matters the Police Authority shall continue to see through to conclusion after the date of withdrawal and all expenses which shall be paid by the withdrawing Party to the Police Authority and which matters the withdrawing Party shall be responsible for after the date of withdrawal.

Section 8.04. Mutual Dissolution of Police Authority. At any time, the Township and City may mutually decide to terminate this Agreement. In the event that this Agreement is terminated and the Township and City are the only members of the Police Authority, the Police Authority shall also terminate. The assets contributed by the Township and the City to the Police Authority shall be returned to the Township or City upon dissolution of the Police Authority. The cash shall be distributed to the Township and City after all of the final liabilities of the Authority have been paid in full. Cash shall be distributed using a prorata formula. For instance, if the Township contributes a total of sixty percent (60%) of the revenue of the Police Authority and the City contributes forty percent (40%) of the revenue of the Police Authority, the Township would be entitled to sixty percent (60%) of the remaining cash after all liabilities have been paid in full and the City would receive forty percent (40%) of the cash under the example provided. Any assets of the Police Authority, other than cash, which have been acquired by the Police Authority and not from the Township or the City, shall be distributed in the sole determination of the Police Authority Board to the Township and City. The Township and City

are not required, as a condition of termination, to accept for employment any of the personnel employed by the Police Authority.

ARTICLE IX **MISCELLANEOUS**

Section 9.01. Due Execution of this Agreement. Each Party shall duly execute not less than four (4) copies of this Agreement, each of which, taken together, is an original but all of which constitute one (1) instrument.

Section 9.02. Emergency Manager. Notwithstanding any provision of this Agreement, if an emergency manager has been appointed under the local financial stability and choice act, Act 436 of the Michigan Public Acts of 2012, as amended, being MCL § 141.1541 to 141.1575, with respect to the Police Authority, then the emergency manager may exercise the authority and responsibilities provided in this Agreement to the extent authorized by Act 436 of the Michigan Public Acts of 2012.

Section 9.03. Non-Discrimination. The Police Authority shall employ and contract with individuals and companies without discrimination as to religion, creed, race, color, sex, or national origin as mandated by Section 2 of Article I of the State Constitution of 1963. The Police Authority also shall comply with the Elliott-Larson Civil Rights Act, Act 453 of the Michigan Public Acts of 1976, as amended, being MCL § 37.2101 to 37.284, the Persons with Disabilities Civil Rights Act, Act 220 of the Michigan Public Acts of 1976, as amended, being MCL § 37.1101 to 37.1607, and other applicable civil rights laws.

Section 9.04. Public Purpose and Governmental Function. As both the Township and the City are bodies corporate and governmental agencies, the powers, duties, rights, obligations, functions, and responsibilities of the Police Authority constitute essential public purposes and governmental functions.

Section 9.05. Non-impairment. Nothing in this Agreement authorizes the impairment of a bond, note, security, or uncontested legal obligation of the Township or the City.

Section 9.06. Addresses and Notice. Unless otherwise provided herein and with the exception of invoices for payment and payments submitted, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called “Notice”) herein provided or permitted to be given, made or accepted by any Party to any other Party must be in writing and may be given or be served by depositing the same in the United States mail postage paid and registered or certified and addressed to the party to be notified, with return receipt

requested, or by delivering the same to an officer of such Party, or by prepaid telegram when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Township, to:

Charter Township of Mundy
Attn: Township Clerk
3478 Mundy Avenue
Swartz Creek, Michigan 48473

If to City, to:

City of Swartz Creek
Attn: City Clerk
8083 Civic Drive
Swartz Creek, Michigan 48473

If to Police Authority, to:

Police Authority
Attn: Chief of Police
4029 West Grand Blanc Road
Swartz Creek, Michigan 48473

The Parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other Party hereto.

Section 9.07. Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are contractual and are not mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

Section 9.08. Severability. The Parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses or words of this Agreement or the application of such sections, subsections, provisions, clauses or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality or contravention shall not affect any other sections, subsections, provisions, clauses or words of this Agreement or the application of such sections, subsections, provisions, clauses or words to any other situation or circumstance, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause or word had not been included herein, and the rights and obligations of the Parties hereto shall be construed and remain in force accordingly.

Section 9.09. Governing Law. This Agreement is made and entered into in this State and shall in all respects be interpreted, enforced, and governed under the laws of the State without regard to the doctrine of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

Section 9.10. Jurisdiction and Venue. In the event of any disputes between the Parties over the meaning, interpretation, or implementation of the terms, covenants, or conditions of this Agreement, the matter under dispute, unless resolved between the Parties, shall be submitted to the courts of the State.

Section 9.11. Amendment. This Agreement may be amended or an alternative form of this Agreement adopted only upon written agreement of all Parties. Any agreement or contract among the Parties that is inconsistent with this Agreement shall be adopted as an amendment to the Agreement and be approved as provided in Act 7 by the governing bodies of the Parties prior to becoming effective. Any amendment to allow the participation in the Police Authority by another Public Agency as a Party will be completed in a manner consistent with Act 7.

Section 9.12. Construction. This Agreement has been prepared and negotiations have occurred in connection with said preparation pursuant to the joint efforts of the Parties hereto. This Agreement therefore shall not be construed against any Party to this Agreement.

Section 9.13. Assignability and Successor Interest. This Agreement may be assigned or the rights herein may otherwise be transferred from the Township or City to a duly formed successor agency or entity, or to the State, provided that no obligations of the Police Authority set forth in this Agreement shall be affected by any such assignment or transfer. If either Party desires to make such transfer or assignment, they shall first provide thirty (30) days written notice to the other Party to provide the opportunity for comments.

Section 9.14. Prior Agreements between the Township and City. After this Agreement becomes effective, all prior agreements between the Township and City that relate to Police Services, including, but not limited to, the **AGREEMENT TO OVERSEE POLICE DEPARTMENT**, are hereby repealed and are declared null and void.

Section 9.15. Effective Date. This Agreement is effective on the Effective Date.

CHARTER TOWNSHIP OF MUNDY

Dated: _____

By: _____

David Guigear
Supervisor

Address: 3478 Mundy Avenue
Swartz Creek, MI 48473

CITY OF SWARTZ CREEK

Dated: _____

By: _____

David Krueger
Mayor

Address: 8083 Civic Drive
Swartz Creek, MI 48473

This Agreement was prepared by
Kevin Kilby (P68599)
McGraw Morris P.C.
2075 W. Big Beaver Road
Suite 750
Troy, Michigan 48084
(810) 569-0352
kkilby@mcgrawmorris.com

City of Swartz Creek Building Permit List 2015

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
Building							
PB1500042	09/21/15	Lockhart Roofing Co.	(810) 235 9866	58-35-200-013	\$0	\$120.00 8041 BRISTOL RD	48473-Roofing
PB1500043	09/25/15	AFTC Home Transport & Servi	(810) 640 1215	58-35-776-084	\$3,500	\$115.00 84 ASHLEY CIR	48473-Mobile Home
PB1500044	09/24/15	SCHAEFER, RICHARD		58-35-776-029	\$1,920	\$105.00 29 BROOKFIELD	48473-Res Deck
Total:		3 Permits	Value: \$5,420		Fee Total: \$340.00		Total Number of Dwelling Units 1
Electrical							
PE1500029	09/14/15	HUDKINS, ROSCOE & PATR		58-30-651-067	\$0	\$110.00 3402 HERITAGE BLVD	48473-Electrical
PE1500030	09/25/15	Northern Sign Company	(248) 333 7938	58-31-100-025	\$0	\$110.00 4237 ELMS RD	48473-Electrical
PE1500031	09/25/15	Walker Electric Inc	(810) 233 5111	58-35-400-016	\$0	\$194.00 4935 ITA CT	48473-Electrical
Total:		3 Permits	Value: \$0		Fee Total: \$414.00		Total Number of Dwelling Units 0
Mechanical							
PM150027	09/10/15	Parker-Arntz Plbg & Htg Inc	(616) 225 9150	58-02-526-014	\$0	\$130.00 5097 SCHOOL ST	48473-Mechanical
PM150028	09/14/15	HUDKINS, ROSCOE & PATR		58-30-651-067	\$0	\$130.00 3402 HERITAGE BLVD	48473-Mechanical
PM150029	09/25/15	AFTC Home Transport & Servi	(810) 640 1215	58-35-776-084	\$0	\$105.00 84 ASHLEY CIR	48473-Mechanical
PM150030	09/28/15	Staley's Plbg & Htg, Inc.	(810) 659 5572	58-36-676-053	\$0	\$255.00 7260 LINDSEY DR	48473 Mechanical
PM150031	09/28/15	Staley's Plbg & Htg, Inc.	(810) 659 5572	58-36-676-040	\$0	\$235.00 7247 LINDSEY DR	48473 Mechanical
PM150032	09/28/15	Adkisson & Sons Htg & Clg Inc	(810) 695 9300	58-02-502-003	\$0	\$105.00 5228 WORCHESTER DR	48473-Mechanical
Total:		6 Permits	Value: \$0		Fee Total: \$960.00		Total Number of Dwelling Units 0

City of Swartz Creek Building Permit List 2015

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
Plumbing							
PP150012	09/25/15	AFTC Home Transport & Servi	(810) 640 1215	58-35-776-084	\$0	\$120.00	84 ASHLEY CIR 48473-Plumbing
PP150013	09/22/15	Roberts Plumbing, Inc.	(810) 636 7235	58-31-100-038	\$0	\$296.00	6337 BRISTOL RD 48473-Plumbing
Total:		2 Permits	Value: \$0		Fee Total: \$416.00		Total Number of Dwelling Units 0

Zoning							
PZ15-0014	09/17/15	VALUE HOMES		58-35-776-146	\$0	\$25.00	146 SOMERSET ST 48473-Shed
PZ15-0015	09/21/15	SPENCER, JAMES & JULIE		58-02-529-025	\$700	\$25.00	8077 MILLER RD 48473-Fence
PZ15-0016	09/17/15	FOUR KETZ INC		58-01-502-013	\$200	\$25.00	7543 MILLER RD 48473-Miscellaneous
PZ15-0017	09/22/15	WALKER, GARY		58-35-776-172	\$2,500	\$25.00	172 BROOKFIELD 48473-Shed
Total:		4 Permits	Value: \$3,400		Fee Total: \$100.00		Total Number of Dwelling Units 0

Permit Total: 18 Value: \$8,820 Fee Total: \$2,230.00

Permit.DateIssued Between 9/1/2015 12:00:00 AM AND 9/30/2015 11:59:59 PM

Inspection List

10/01/15

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result	Inspector
3263 HERITAGE BLVD	58-30-651-095	Swr Tap In	09/01/2015	09/01/2015	Approved	Bob Davis
4301 ELMS RD	58-31-551-006	Rough	09/01/2015	09/01/2015	Approved	Leon Buning
7223 LINDSEY DR	58-36-676-043	Rough	09/01/2015	09/02/2015	Approved	Scott Herzberg
7260 LINDSEY DR	58-36-676-053	Rough	09/01/2015	09/02/2015	Approved	Scott Herzberg
8051 CRAPO ST	58-02-530-025	Code	09/02/2015			Marty Johnson
5315 DON SHENK DR	58-02-552-013	Code	09/02/2015			Marty Johnson
6337 BRISTOL RD	58-31-100-038	Footing	09/02/2015	09/02/2015	Approved	Marty Johnson
7223 LINDSEY DR	58-36-676-043	Service	09/02/2015	09/02/2015	Approved	Leon Buning
7223 LINDSEY DR	58-36-676-043	Rough	09/02/2015	09/02/2015	Approved	Leon Buning
4301 ELMS RD	58-31-551-006	Footing	09/02/2015	09/02/2015	Approved	Marty Johnson
7223 LINDSEY DR	58-36-676-043	Rough	09/03/2015	09/03/2015	Approved	Bob Davis
3384 ELMS RD	58-25-576-018	Final	09/03/2015			Scott Herzberg
8109 CRAPO ST	58-02-530-046	Code	09/04/2015			Tom Svrcek
5170 MORRISH RD	58-02-530-044	Code	09/04/2015			Tom Svrcek
5157 MORRISH RD	58-01-100-013	Code	09/04/2015			Tom Svrcek
7556 MILLER RD	58-36-552-009	Status	09/09/2015			Marty Johnson
5016 MC LAIN ST	58-02-526-058	Code	09/09/2015			Marty Johnson
8041 BRISTOL RD	58-35-200-013	Site Inspection	09/09/2015			Marty Johnson
4301 ELMS RD	58-31-551-006	Rough	09/09/2015	09/09/2015	Approved	Marty Johnson
7223 LINDSEY DR	58-36-676-043	Rough	09/09/2015	09/09/2015	Approved	Marty Johnson
5232 MORRISH RD	58-02-200-033	Site Inspection	09/09/2015			Marty Johnson
3263 HERITAGE BLVD	58-30-651-095	Footing	09/10/2015	09/10/2015	Approved	Marty Johnson
7223 LINDSEY DR	58-36-676-043	Insulation	09/14/2015	09/14/2015	Approved	Marty Johnson
7192 PARK RIDGE PKWY	58-36-529-009	Final	09/14/2015	09/14/2015	Approved	Leon Buning
7436 CROSSCREEK DR	58-36-651-096	Final	09/15/2015	09/15/2015	Approved	Leon Buning
5086 SCHOOL ST	58-02-526-022	Code	09/16/2015			Tom Svrcek
7237 LINDSEY DR	58-36-676-041	Final	09/17/2015	09/21/2015	Approved	Leon Buning

October 12, 2015

Inspection List

10/01/15

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result	Inspector
5162 OXFORD CT	58-02-501-032	Final	09/17/2015	09/16/2015	Approved	Bob Davis
7192 PARK RIDGE PKWY	58-36-529-009	Final	09/17/2015	09/17/2015	Disapproved	Marty Johnson
7237 LINDSEY DR	58-36-676-041	Final	09/17/2015	09/16/2015	Approved	Bob Davis
7436 CROSSCREEK DR	58-36-651-096	Final	09/17/2015	09/17/2015	Approved	Marty Johnson
4301 ELMS RD	58-31-551-006	Rough	09/17/2015	09/17/2015	Approved	Leon Buning
4301 ELMS RD	58-31-551-006	Restrooms In Wall	09/17/2015	09/17/2015	Approved	Scott Herzberg
5180 GREENLEAF DR	58-03-533-071	Code	09/17/2015			Tom Svrcek
7237 LINDSEY DR	58-36-676-041	Final	09/17/2015	09/21/2015	Approved	Bob Davis
4301 ELMS RD	58-31-551-006	Rough	09/21/2015	09/21/2015	Approved	Marty Johnson
4301 ELMS RD	58-31-551-006	Water Tap In	09/21/2015	09/21/2015	Approved	Bob Davis
5158 BIRCHCREST DR	58-03-531-123	Final	09/21/2015	09/21/2015	Approved	Marty Johnson
5499 MILLER RD	58-32-100-004	Final	09/21/2015	09/21/2015	Approved	Leon Buning
7191 LINDSEY DR	58-36-676-048	Final	09/21/2015	09/17/2015	Approved	Leon Buning
7192 PARK RIDGE PKWY	58-36-529-009	Final-Reinspection	09/21/2015	09/21/2015	Approved	Marty Johnson
7191 LINDSEY DR	58-36-676-048	Final	09/22/2015	09/22/2015	Approved	Bob Davis
7191 LINDSEY DR	58-36-676-048	Final	09/22/2015	09/22/2015	Approved	Bob Davis
5499 MILLER RD	58-32-100-004	Final	09/22/2015	09/22/2015	Approved	Bob Davis
5499 MILLER RD	58-32-100-004	Final	09/22/2015	09/22/2015	Disapproved	Bob Davis
5499 MILLER RD	58-32-100-004	Final	09/22/2015	09/22/2015	Canceled	Marty Johnson
9027 MILLER RD	58-03-530-002	Code	09/22/2015			Tom Svrcek
7237 LINDSEY DR	58-36-676-041	Final	09/23/2015	09/23/2015	Approved	Marty Johnson
5012 HOLLAND DR	58-02-529-017	Citation	09/24/2015	09/24/2015	Partially Complied	Marty Johnson
5032 HOLLAND DR	58-02-529-009	Citation	09/24/2015	09/24/2015	Complied	Marty Johnson
8403 MILLER RD	58-02-504-013	Citation	09/24/2015	09/24/2015	No Change	Marty Johnson
5233 OAKVIEW DR	58-02-501-110	Citation	09/24/2015	09/24/2015	No Change	Marty Johnson
4301 ELMS RD	58-31-551-006	Swr Tap In	09/24/2015	09/30/2015	Approved	Bob Davis
7191 LINDSEY DR	58-36-676-048	Final	09/24/2015	09/24/2015	Approved	Marty Johnson

Inspection List

10/01/15

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result	Inspector
4301 ELMS RD	58-31-551-006	Gas Pressure Test	09/25/2015	09/23/2015	Approved	Bob Davis
6337 BRISTOL RD	58-31-100-038	Underground	09/28/2015			Bob Davis
29 BROOKFIELD	58-35-776-029	Post Hole	09/28/2015	09/28/2015	Approved	Larry Gramer
5256 MORRISH RD	58-02-200-029	Footing	09/28/2015	09/28/2015	Approved	Larry Gramer
3263 HERITAGE BLVD	58-30-651-095	Backfill	09/28/2015	09/28/2015	Approved	Larry Gramer
5499 MILLER RD	58-32-100-004	Final-Reinspection	09/29/2015			Bob Davis

Inspections: 60

Population: All Records

Inspection.DateTimeScheduled Between 9/1/2015 12:00:00 AM AND 9/30/2015 11:59:59 PM

Enforcements By Category

10/01/15

ZONING

Enforcement Number	Address	Status	Filed	Closed
E15-259	5232 MORRISH RD	Inspection Pending	09/08/15	
			Total Entries: 1	

BLIGHT

Enforcement Number	Address	Status	Filed	Closed
E15-254	5016 MC LAIN ST	Inspection Pending	09/03/15	
E15-255	8041 BRISTOL RD	Inspection Pending	09/03/15	
			Total Entries: 2	

BUILDING VIOLATIONS

Enforcement Number	Address	Status	Filed	Closed
E15-263	5388 DURWOOD DR	Inspection Pending	09/30/15	
			Total Entries: 1	

WEED COMPLAINT

Enforcement Number	Address	Status	Filed	Closed
E15-256	8109 CRAPO ST	Violation	09/04/15	
E15-257	5170 MORRISH RD	Closed	09/04/15	09/15/15
E15-258	5157 MORRISH RD	Complete	09/04/15	09/15/15
E15-260	5086 SCHOOL ST	Inspection Pending	09/16/15	
E15-261	5180 GREENLEAF DR		09/17/15	
E15-262	9027 MILLER RD	Closed	09/22/15	09/22/15
			Total Entries: 6	

Total Records: 10

City Council Packet

Population: All Records

Enforcement.DateFiled Between 9/1/2015 12:00:00 AM AND 9/30/2015 11:59:00 AM

October 12, 2015

September 2015	MILES DRIVEN		GALLONS GAS PURCHASED		GALLONS DIESEL PURCHASED
#7-15 4WD			36		
#1 P/U 4WD					
#3 P/U 4WD			43		
07-03 P/U 4WD					
09-03 P/U 4WD					48
#2 P/U 2WD			25		
#6-00 BACKHOE					
#11 DUMP			23		
#12-02 DUMP					
#12-04 DUMP					45
#12-99 GENERATOR					
#9-02 BRUSH HOG					
#17 CASE BACKHOE					16
#19 JD TRACTOR					
#06-99 BUCKET TRUCK					
#21 WOOD CHIPPER					18
#807 STREET SWEEPER					37
#42 ASPHALT HEATER					
#37 TRAIL ARROW					
#10-98 3" PUMP					
#28A 3" PUMP					
3" PUMP					
#30 4" PUMP					
#31 4" PUMP					
#32 4" PUMP					
1" PUMP					
S-10			25		
TOTAL	190		151		164

DPS ACTIVITY SEPTEMBER 2015

	<u>REGULAR</u>	<u>HOLIDAY</u>	<u>VACATION</u>	<u>ABSENT</u>	<u>OT</u>	<u>DT</u>
101 GENERAL FUND						
262.0 ELECTIONS						
781.0 AMPHI-PARK						
782.0 WINSHALL PARK	5.02	0.24	0.54			
783.0 ELMS PARK	196.72	10.22	11.95	0.93		
784.0 BICENT. PARK						
790.0 SENIOR CENTER/LIBRARY	19.86	1.11	0.78	0.01		
345.0 P S BLDG	19.86	0.99	0.72			
793.0 CITY HALL	13.02	0.67	0.59	0.01		
794.0 COMM PROMO	14.00	0.24	0.12	0.03		
796.0 CEMETERY						
202 MAJOR STREET FUND						
429.0 SAFETY						
441.0 PARK & RIDE	9.00	0.44	0.24			
463.0 STREET MAIN	31.00	1.92	1.94	1.24		1.00
474.0 TRAFFIC	8.00	0.22	1.25			
478.0 SNOW & ICE						
482.0 ADMIN	10.72	0.64	1.44			
203 LOCAL STREET FUND						
429.0 SAFETY						
463.0 STREET MAIN	42.00	1.29	4.83	0.13		1.00
474.0 TRAFFIC	12.50		0.75			
478.0 SNOW & ICE						
482.0 ADMIN	3.35	0.20	0.45			
226 GARBAGE FUND						
528.0 COLLECT	15.02	0.60	1.95	0.25		
530.0 WOODCHIPPING	72.02	2.62	6.35	1.46		
782.0 WINSHALL PARK GARBAGE	12.50	0.44	0.49		4.00	5.00
783.0 ELMS PARK GARBAGE	31.50	1.19	3.05	0.04	4.00	5.00
793.0 CITY HALL	2.25	0.10	0.01			
590 WATER						
540.0 WATER SYSTEM	132.20	6.65	14.40	1.59	9.00	17.50
540.0 WATER-ON CALL	2.00		0.47			
542.0 READ & BILL	41.75	3.04	2.68	2.17		
793.0 CITY HALL	5.63	0.27	0.03	0.01		
591 SEWER						
536.0 SEWER SYSTEM	51.20	3.02	6.36	0.28		
536.0 SEWER-ON CALL	2.00		0.47			
537.0 LIFT STATION	12.00	0.70	1.03	0.17		
542.0 READ & BILL	39.75	2.80	2.56	2.17		
793.0 CITY HALL	5.62	0.27	0.03	0.01		
661 MOTOR POOL FUND						
795.0 CITY GARAGE	5.01	0.12	0.52			
DAILY HOURS TOTAL	815.50	40.00	66.00	10.50	17.00	29.50

**Public Works
Monthly Work Orders**

10/06/15

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
FNRD15-0906 COMPLETED	HT10-003340-0000-02	AVERY, DENNIS & SANDRA 3340 HERITAGE BLVD	09/01/15 09/01/15	FINAL READ
FLAG15-0116 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/01/15 09/02/15	LOWER/RAISE FLAG
WOFF15-1324 COMPLETED	JE10-004134-0000-03	DOLLINGER, D'ANNE 4134 JENNIE LN	09/01/15 09/02/15	WATER TURN OFF
WOFF15-1325 COMPLETED	MA20-008012-0000-04	IDEAL HOMES & REALTY 8012 MAPLE ST	09/01/15 09/02/15	WATER TURN OFF
WOFF15-1326 COMPLETED	MI10-008295-0000-06	VIALPANDO, TARA 8295 MILLER RD	09/01/15 09/08/15	WATER TURN OFF
WOFF15-1327 CANCELLED	WI10-005127-0000-02	LACONIS JR, LAWRENCE 5127 WINSHALL DR	09/01/15	WATER TURN OFF
WOFF15-1328 CANCELLED	WI10-005414-0000-03	ORVIS, JACQUELINE 5414 WINSHALL DR	09/01/15	WATER TURN OFF
WOFF15-1329 COMPLETED	CH20-009055-0000-04	SLACKTA, MICHELLE 9055 CHESTERFIELD DR	09/01/15 09/02/15	WATER TURN OFF
WOFF15-1330 CANCELLED	CA10-008439-0000-02	KELLEY, JEFFREY 8439 CAPPY LN	09/01/15	WATER TURN OFF
WOFF15-1331 COMPLETED	DA10-005189-0000-03	BROWN, RYAN 5189 DAVAL DR	09/01/15 09/02/15	WATER TURN OFF
WOFF15-1332 CANCELLED	CH20-009040-0000-02	STIFF, BRADLEY 9040 CHESTERFIELD DR	09/01/15	WATER TURN OFF
WOFF15-1333 CANCELLED	IN10-008051-0000-04	BANKS, LORI 8051 INGALLS ST	09/01/15	WATER TURN OFF
WOFF15-1334 CANCELLED	MI10-008343-0000-01	KRUMMEL, JEFF 8343 MILLER RD	09/01/15	WATER TURN OFF
WOFF15-1335 COMPLETED	ST10-006287-0000-01	SKINNER, STEPHANIE 6287 ST CHARLES PASS	09/01/15 09/02/15	WATER TURN OFF
FNRD15-0908 COMPLETED	GR10-005159-0000-03	KLORRES, ALICIA 5159 GREENLEAF DR	09/01/15 09/02/15	FINAL READ
WMBK15-0057 COMPLETED	DY10-003266-0000-01	CRIGGER, DEBRA 3266 DYE RD	09/01/15 09/01/15	WATER MAIN BREAK
FNRD15-0894 COMPLETED	BR30-000156-0000-02	MINCE, DENNIS 156 BROOKFIELD DR	09/02/15 09/02/15	FINAL READ
CKME15-0277 COMPLETED	DR10-000001-0000-01	HIGH SCHOOL, SWARTZ CREEK 1 DRAGON DR	09/02/15 09/01/15	CHECK METER
MNT15-0210 COMPLETED	CI10-008100-0000-01	PUBLIC SAFETY BUILDING 8100 CIVIC DR	09/02/15 09/02/15	BUILDING MAINTENA
FNRD15-0909 COMPLETED	CR10-008051-0000-04	DEAN, BUFFY 8051 CRAFT ST	09/02/15 09/02/15	FINAL READ
	City Council Packet			October 12, 2015

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
SI-000001 COMPLETED	CT10-003445-0000-01	GUTHREE, RONALD 3445 CANTERBURY ST	09/02/15 09/03/15	SIGNS
CKME15-0276 COMPLETED	BK10-008243-SUMM-01	BURKESHIRE POINTE 8243 BURKESHIRE CR #SUMM	09/02/15 09/01/15	CHECK METER
WTON15-0854 COMPLETED	DO10-005410-0000-01	MEADER, JANIS 5410 DON SHENK DR	09/02/15 09/02/15	WATER TURN ON
FLAG15-0117 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/03/15 09/04/15	LOWER/RAISE FLAG
WTON15-0856 COMPLETED	ST10-006287-0000-01	SKINNER, STEPHANIE 6287 ST CHARLES PASS	09/03/15 09/02/15	WATER TURN ON
WOFF15-1336 CANCELLED	CH20-009104-0000-03	MCDONALD, ANTHONY 9104 CHESTERFIELD DR	09/03/15 09/03/15	WATER TURN OFF
WOFF15-1337 COMPLETED	CH10-009135-0000-03	PIKE, TRAVIS 9135 CHELMSFORD DR	09/03/15 09/03/15	WATER TURN OFF
WOFF15-1338 CANCELLED	EL10-003277-0000-03	MITCHELL, AMANDA 3277 ELMS RD	09/03/15	WATER TURN OFF
WOFF15-1339 CANCELLED	MA20-008040-0000-02	RANCOUR, ROBERT 8040 MAPLE ST	09/03/15	WATER TURN OFF
WOFF15-1340 CANCELLED	MI10-008103-0000-05	HONKANEN, JEFFREY 8103 MILLER RD	09/03/15	WATER TURN OFF
WOFF15-1341 CANCELLED	MO10-004048-0000-02	BANK OF AMERICA 4048 MORRISH RD	09/03/15	WATER TURN OFF
WOFF15-1342 CANCELLED	MO10-005058-0000-03	PAVLICA, BRIAN 5058 MORRISH RD	09/03/15	WATER TURN OFF
WOFF15-1343 COMPLETED	PA10-007112-0000-06	MCFARLANE, KEELY 7112 PARK RIDGE PKY	09/03/15 09/03/15	WATER TURN OFF
WOFF15-1344 CANCELLED	SE20-005113-0000-01	ROESNER, ERNEST 5113 SEYMOUR RD	09/03/15	WATER TURN OFF
WOFF15-1345 CANCELLED	DY10-003398-0000-02	RASHMAWS, RAHMEH 3398 DYE RD	09/03/15	WATER TURN OFF
WOFF15-1346 COMPLETED	MI10-008267-0000-02	DOOLEY, LISA P 8267 MILLER RD	09/03/15 09/03/15	WATER TURN OFF
WOFF15-1347 CANCELLED	WO10-005192-0000-01	MORRISON, PAUL W 5192 WORCHESTER DR	09/03/15	WATER TURN OFF
WOFF15-1348 COMPLETED	HA10-005019-0000-03	COY, TERRY 5019 HAYES ST	09/03/15 09/03/15	WATER TURN OFF
WOFF15-1349 COMPLETED	MI10-008083-0000-02	LANCASTER, KEITH 8083 MILLER RD	09/03/15 09/03/15	WATER TURN OFF
WTON15-0857 COMPLETED	JE10-004134-0000-03	DOLLINGER, D'ANNE 4134 JENNIE LN	09/03/15 09/03/15	WATER TURN ON
TRDN15-0057	SE20-005231-0000-01	THAYER, DONNA 5231 SEYMOUR RD	09/03/15	TREE-TAKE DOWN
LNDS15-0104	SE20-005231-0000-01	THAYER, DONNA	09/03/15	LANDSCAPING

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
COMPLETED		5231 SEYMOUR RD	09/04/15	
WTON15-0858	CH10-009135-0000-03	PIKE, TRAVIS	09/03/15	WATER TURN ON
COMPLETED		9135 CHELMSFORD DR	09/03/15	
WTON15-0859	PA10-007112-0000-06	MCFARLANE, KEELY	09/03/15	WATER TURN ON
COMPLETED		7112 PARK RIDGE PKY	09/03/15	
WTON15-0855	CR10-008051-0000-04	DEAN, BUFFY	09/03/15	WATER TURN ON
COMPLETED		8051 CRAPO ST	09/03/15	
WTON15-0860	MI10-008267-0000-02	DOOLEY, LISA P	09/04/15	WATER TURN ON
COMPLETED		8267 MILLER RD	09/04/15	
WTON15-0861	HA10-005019-0000-03	COY, TERRY	09/04/15	WATER TURN ON
COMPLETED		5019 HAYES ST	09/04/15	
WTON15-0862	MA20-008012-0000-04	IDEAL HOMES & REALTY	09/04/15	WATER TURN ON
COMPLETED		8012 MAPLE ST	09/04/15	
DAPU15-0018	MI10-005392-0000-03	ELLIOTT, ANNA	09/04/15	DEAD ANIMAL PICK
COMPLETED		5392 MILLER RD	09/04/15	
REPL15-0045	RO10-004370-00G1-01	APPLE CREEK STATION	09/04/15	METER REPLACEMENT
COMPLETED		4370 ROUNDHOUSE # G1 RD	09/21/15	
FLAG15-0118	CI10-008083-0000-01	CITY OF SWARTZ CREEK	09/08/15	LOWER/RAISE FLAG
COMPLETED		8083 CIVIC DR	09/09/15	
WOFF15-1350	MI10-006218-0000-02	NEMER, NEJMEH	09/08/15	WATER TURN OFF
COMPLETED		6218 MILLER RD	09/08/15	
FNRD15-0910	OX10-005155-0000-06	MOORE, JESSICA	09/08/15	FINAL READ
COMPLETED		5155 OXFORD CT	09/08/15	
LND15-0105	YA10-007006-0000-01	BRIER, GLEN	09/08/15	LANDSCAPING
COMPLETED		7006 YARMY DR	09/09/15	
WTON15-0863	MI10-008295-0000-06	VIALPANDO, TARA	09/08/15	WATER TURN ON
COMPLETED		8295 MILLER RD	09/08/15	
WTON15-0864	CH20-009055-0000-04	SLACKTA, MICHELLE	09/08/15	WATER TURN ON
COMPLETED		9055 CHESTERFIELD DR	09/08/15	
WOFF15-1351	MO10-005138-0000-06	BROWN, MICHELLE	09/09/15	WATER TURN OFF
COMPLETED		5138 MORRISH RD	09/10/15	
WOFF15-1352	FA10-005137-0000-02	COPELAND, NELSON	09/09/15	WATER TURN OFF
COMPLETED		5137 FAIRCHILD ST	09/10/15	
WOFF15-1353	CA10-008433-0000-07	CAMPBELL, RENEE	09/09/15	WATER TURN OFF
COMPLETED		8433 CAPPY LN	09/10/15	
WOFF15-1354	MC10-005108-0000-06	BRADLEY, KRISTIN	09/09/15	WATER TURN OFF
COMPLETED		5108 MC LAIN ST	09/10/15	
FNRD15-0912	FI10-005027-0000-04	ROY, WILLIAM	09/09/15	FINAL READ
COMPLETED		5027 FIRST ST	09/09/15	
15-000003	ST10-006245-0000-00	MOSHER, BRIAN	09/10/15	STAKE WATER
COMPLETED		6245 ST CHARLES PASS	09/10/15	
FNRD15-0913	HI10-009229-0000-01	GATICA, SCOTT	09/10/15	FINAL READ
COMPLETED		9229 HILL RD	09/10/15	

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
WTON15-0865 COMPLETED	FA10-005137-0000-02	COPELAND, NELSON 5137 FAIRCHILD ST	09/10/15 09/10/15	WATER TURN ON
WTON15-0867 COMPLETED	CA10-008433-0000-07	CAMPBELL, RENEE 8433 CAPPY LN	09/10/15 09/11/15	WATER TURN ON
FLAG15-0119 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/11/15 09/11/15	LOWER/RAISE FLAG
WTON15-0868 COMPLETED	MC10-005108-0000-06	BRADLEY, KRISTIN 5108 MC LAIN ST	09/11/15 09/11/15	WATER TURN ON
WTON15-0869 COMPLETED	DA10-005189-0000-03	BROWN, RYAN 5189 DAVAL DR	09/11/15 09/11/15	WATER TURN ON
WTON15-0866 COMPLETED	HA10-005026-0000-04	HILL, MATT 5026 HAYES ST	09/11/15 09/11/15	WATER TURN ON
FNRD15-0911 COMPLETED	GR10-005388-0000-01	MORGAN, WINFRED 5388 GREENLEAF DR	09/15/15 09/15/15	FINAL READ
TRDN15-0058	DU10-005240-0000-01	GENOVESI, MONICA 5240 DURWOOD DR	09/15/15	TREE-TAKE DOWN
WTON15-0870 COMPLETED	MO10-005138-0000-06	BROWN, MICHELLE 5138 MORRISH RD	09/15/15 09/15/15	WATER TURN ON
FLAG15-0120 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/15/15 09/17/15	LOWER/RAISE FLAG
WOFF15-1355 CANCELLED	YA10-007036-0000-03	ROBISON, JACK 7036 YARMY DR	09/17/15	WATER TURN OFF
MNT15-0211 COMPLETED	CI10-008095-000B-01	SENIOR CENTER 8095 CIVIC DR 000B	09/18/15 09/18/15	BUILDING MAINTENA
SWR15-0050 COMPLETED	MI10-008056-0000-01	ROBERTSON, BARBARA 8056 MILLER RD	09/18/15 09/18/15	SEWER DRAIN PROBL
WOFF15-1356 CANCELLED	OX10-005149-0000-03	HYRMAN, DANIEL J 5149 OXFORD CT	09/21/15	WATER TURN OFF
WOFF15-1357 COMPLETED	RA10-004525-0000-02	ALEXANDER, BRIAN 4525 RAUBINGER RD	09/21/15 09/22/15	WATER TURN OFF
WOFF15-1358 COMPLETED	EL10-003493-0000-06	SPALDING, MICHELLE 3493 ELMS RD	09/21/15 09/22/15	WATER TURN OFF
CHIP15-0026 COMPLETED	SE20-005145-0000-01	HORTON, SHIRLEY 5145 SEYMOUR RD	09/21/15 09/22/15	TREE CHIPPING
SI-000002 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/22/15 09/22/15	SIGNS
SETM15-0025	EL10-004301-0000-04	O'REILLEY AUTO PARTS 4301 ELMS RD	09/22/15	SET METER
READ15-0435 COMPLETED	CH20-008506-0000-02	CAMPBELL, BRIAN D 8506 CHESTERFIELD DR	09/22/15 09/22/15	METER REPAIR
WTON15-0872 COMPLETED	EL10-003493-0000-06	SPALDING, MICHELLE 3493 ELMS RD	09/22/15 09/22/15	WATER TURN ON
WTON15-0874	RA10-004525-0000-02	ALEXANDER, BRIAN	09/23/15	WATER TURN ON

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
COMPLETED		4525 RAUBINGER RD	09/23/15	
READ15-0436	EL10-003259-0000-01	ELMS ELEMENTARY	09/23/15	READ METER
COMPLETED		3259 ELMS RD	09/23/15	
READ15-0437	EL10-004311-0000-01	TACO BELL OF AMERICA	09/23/15	READ METER
COMPLETED		4311 ELMS RD	09/23/15	
READ15-0438	HT10-003426-0000-00	WARREN, TRACY	09/23/15	READ METER
COMPLETED		3426 HERITAGE BLVD	09/23/15	
READ15-0439	IN10-008101-0000-02	CROSS, DAVID	09/23/15	READ METER
		8101 INGALLS ST	09/23/15	
READ15-0440	SP10-004451-0000-01	MILLER, SANDRA	09/23/15	READ METER
COMPLETED		4451 SPRINGBROOK DR	09/23/15	
BXRP15-0101	CC10-007354-0000-01	DAVIDSON, JUDITH	09/23/15	CURB BOX REPAIR
COMPLETED		7354 CROSSCREEK DR	09/23/15	
MTRP15-0460	SE20-004373-0000-01	SWARTZ CREEK ESTATES	09/23/15	METER REPAIR
COMPLETED		4373 SEYMOUR RD	09/23/15	
CKME15-0279	MA30-007557-0000-02	OCENASEK, NANCY	09/23/15	CHECK METER
COMPLETED		7557 MASON ST	09/23/15	
WTON15-0873	MI10-006218-0000-02	NEMER, NEJMEH	09/23/15	WATER TURN ON
COMPLETED		6218 MILLER RD	09/23/15	
MTRP15-0459	EL20-007516-0000-02	HUDAK, EILEEN	09/23/15	METER REPAIR
COMPLETED		7516 ELIZABETH CT	09/23/15	
CKME15-0281	SP10-004381-0000-02	GROSHEK, RICHARD	09/23/15	CHECK METER
COMPLETED		4381 SPRINGBROOK DR	09/23/15	
BXRP15-0102	SP10-004276-0000-01	CARRIERE, PHILLIP	09/24/15	CURB BOX REPAIR
COMPLETED		4276 SPRINGBROOK DR	09/24/15	
BXRP15-0103	SP10-004270-0000-02	COLLARD, RAYMOND	09/24/15	CURB BOX REPAIR
COMPLETED		4270 SPRINGBROOK DR	09/24/15	
CKME15-0280	SE20-004373-0000-01	SWARTZ CREEK ESTATES	09/24/15	CHECK METER
		4373 SEYMOUR RD		
LNDS15-0106	CI10-008083-0000-01	CITY OF SWARTZ CREEK	09/25/15	LANDSCAPING
COMPLETED		8083 CIVIC DR	09/25/15	
SAMP15-0016	CI10-008083-0000-01	CITY OF SWARTZ CREEK	09/28/15	WATER SAMPLES
COMPLETED		8083 CIVIC DR	09/28/15	
WOFF15-1359	CH20-009111-0000-01	JEWELL, MICHAEL P	09/28/15	WATER TURN OFF
CANCELLED		9111 CHESTERFIELD DR		
WOFF15-1360	HO10-005032-0000-06	RANDALL, CHARLA	09/28/15	WATER TURN OFF
COMPLETED		5032 HOLLAND DR	09/28/15	
DAPU15-0019	MI10-006104-0000-07	AYALA, GREGORIO L	09/28/15	DEAD ANIMAL PICK
COMPLETED		6104 MILLER RD	09/29/15	
WTON15-0876	HO10-005032-0000-06	RANDALL, CHARLA	09/29/15	WATER TURN ON
COMPLETED		5032 HOLLAND DR	09/29/15	
READ15-0441	RO10-004370-00G1-01	APPLE CREEK STATION	09/30/15	READ METER
COMPLETED		4370 ROUNDHOUSE # G1 RD	09/30/15	

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
MTRP15-0462	EL10-003317-0000-01	HERD, ERIC	09/30/15	METER REPAIR
COMPLETED		3317 ELMS RD	09/30/15	
MTRP15-0461	HT10-003426-0000-00	WARREN, TRACY	09/30/15	METER REPAIR
COMPLETED		3426 HERITAGE BLVD	09/30/15	

Total Records: 108

Report Generated: 10/6/2015 1:16 PM
 Report Options: Scheduled From: 9/1/2015 To: 9/30/2015

**SWARTZ CREEK POLICE DEPARTMENT
MOTOR POOL RENTAL HOURS
SEPTEMBER 2015**

	<u>101-301-941</u>	<u>101-302-941</u>	<u>101-303-941</u>	<u>101-304-941</u>
#05-168	19	0	0	0
#05-649	63	0	0	0
#12-144	99	0	0	0
#13-384	190	0	0	0
#09-226	48	0	0	77
#10-161	0	0	101	0
#14-514	486	0	0	0
TOTAL	905	0	101	77

210 OFFENSE SUMMARY

9/1/2015 12:00:00 AM – 9/30/2015 12:00:00

AM

Offense	Total
1171 - 11001 - CSC First (1st) Degree -Penetration Penis/Vagina	1
1178 - 11008 - CSC Fourth (4th) Degree - Forcible Contact	1
1313 - 13001 - Assault and Battery/Simple Assault	2
2305 - 23005 - Larceny - Personal Property from Vehicle	2
2404 - 24001 - Vehicle Theft	1
2605 - 26002 - Illegal Use of Credit Card	1
2606 - 26006 - Non-Sufficient Funds Checks	1
2902 - 29000 - Damage to Property - Private Property	1
3073 - 30002 - Retail Fraud Theft 1st Degree	2
3078 - 30002 - Retail Fraud Theft 3rd Degree	1
4899 - 48000 - Obstruct Police (Other)	1
5006 - 50000 - Obstructing Justice	1
5309 - 53002 - Harassing Communications	1
7070 - 70000 - Runaway	1
8011 - 54001 - Motor Vehicle Accident - Failed to Stop and Identify	4
8013 - 54001 - Motor Vehicle Accident - Failed to Report Accident	1
8028 - 54002 - Operating with Blood Alcohol Content of .08% or more	1
8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License	3
8275 - 54003 - Traffic - Driver License Law Violations	1
9910 - 93001 - Traffic, Non-Criminal - Accident	5
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	3
9947 - 99002 - Miscellaneous - Natural Death	1
9948 - 99003 - Miscellaneous - Missing Persons	1
Total:	37

SCPD200 Ticket Ledger Report
 9/1/2015 12:00:00 AM - 9/30/2015 12:00:00
 AM

Citation No	Citation Date Time	Location	Offense
10531	9/16/2015	Worcester At Cappy	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10672	9/3/2015	8359 Cappy Ln	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10779	9/13/2015	Parkridge	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10780	9/13/2015	Don Shenk	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10781	9/13/2015	Don Shenk	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10782	9/14/2015	Oakview	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10783	9/14/2015	Winshall	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10801	9/23/2015	Swartz Crk High School	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10802	9/23/2015	Swartz Crk High School	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10803	9/23/2015	Swartz Crk High School	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10804	9/23/2015	Swartz Crk High School	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10805	9/23/2015	Swartz Crk High School	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10806	9/23/2015	Swartz Crk High School	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
1220972	9/24/2015	Miller Rd At Krogers	
			3078 - 30002 - Retail Fraud Theft 3rd Degree
1264377	9/15/2015	4141 Morrish Rd At Meijers	
			3073 - 30002 - Retail Fraud Theft 1st Degree
			5393 - 53001 - Disorderly Conduct (Other)

1345074	9/3/2015	Miller Rd E/b Near Bristol	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1345075	9/7/2015	Morrish Near I-69	
			8214 - 54003 - Traffic - Failed to Properly Wear Safety Belt
1345076	9/8/2015	Miller W/b Near School	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
			8280 - 54003 - Traffic - No Proof of Insurance
1345077	9/11/2015	Miller Rd E/b At Elms	
			8128 - 54003 - Traffic - Improper Stop and Turn on Red
1345078	9/13/2015	Morrish Rd Near Apple Crk	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1345079	9/21/2015	Morrish Near Grv	
			8277 - 54003 - Traffic - Registration Law Violations
			8920 - 89003 - Violation - Insurance - Fail to File PLPD Insurance
1345080	9/21/2015	7084 Miller Rd At Krogers	
			3073 - 30002 - Retail Fraud Theft 1st Degree
1345081	9/22/2015	Miller Rd At Elms	
			8280 - 54003 - Traffic - No Proof of Insurance
1345082	9/26/2015	7561 Miller Rd Admiral	
			8041 - 54002 - Operating Under the Influence of Intoxicating Liquor
1345083	9/27/2015	Miller Near School	
			8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
			8213 - 54003 - Traffic - Child Restraint Violation
1345084	9/27/2015	Miller Rd Near School	
			8275 - 54003 - Traffic - Driver License Law Violations
1345104	9/7/2015	Morrish Rd N/b Near 69	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1345139	9/11/2015	Morrish, 69	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1345140	9/11/2015	Morrish, 69	
			8280 - 54003 - Traffic - No Proof of Insurance
1345141	9/11/2015	Morrish, 69	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1345142	9/17/2015	Seymour, Miller	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)

1345143	9/19/2015	Morrish, 69	
			8280 - 54003 - Traffic - No Proof of Insurance
1345144	9/23/2015	Morrish, 69	
			8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License
			8280 - 54003 - Traffic - No Proof of Insurance
1345145	9/25/2015	N/b 75	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1345155	9/17/2015	Miller Rd At Morrish Rd	
			8114 - 54003 - Traffic - Failed to Yield (All Others)
1345156	9/28/2015	Morrish Rd N/b Near Mary St	
			8277 - 54003 - Traffic - Registration Law Violations
			8280 - 54003 - Traffic - No Proof of Insurance
1345157	9/28/2015	Morrish Near Mary	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1345158	9/29/2015	Morrish Rd N/b Rd Roundhouse	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1345176	9/24/2015	Miller Rd At Krogers	
			4899 - 48000 - Obstruct Police (Other)
1345627	9/5/2015	Meijers At Morrish Rd	
			8291 - 54003 - Traffic - Parked in Handicap Space
1345628	9/5/2015	Morrish Near Mary	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)

Total Tickets : 41

Total Offenses : 48

**REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK
PERIOD ENDING 09/30/2015**

GL NUMBER	2015-16 AMENDED BUDGET	YTD BALANCE 09/30/2015 NORMAL (ABNORMAL)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - General Fund				
TOTAL REVENUES	2,259,665.33	1,435,006.55	824,658.78	63.51
TOTAL EXPENDITURES	2,259,665.33	580,547.22	1,679,118.11	25.69
NET OF REVENUES & EXPENDITURES	0.00			
Fund 202 - Major Street Fund				
TOTAL REVENUES	1,830,486.00	58,915.79	1,771,570.21	3.22
TOTAL EXPENDITURES	2,083,372.00	133,097.79	1,950,274.21	6.39
NET OF REVENUES & EXPENDITURES	(252,886.00)			
Fund 203 - Local Street Fund				
TOTAL REVENUES	159,360.00	62,147.65	97,212.35	39.00
TOTAL EXPENDITURES	159,360.00	16,495.15	142,864.85	10.35
NET OF REVENUES & EXPENDITURES	0.00			
Fund 226 - Garbage Fund				
TOTAL REVENUES	384,450.00	355,018.80	29,431.20	92.34
TOTAL EXPENDITURES	401,467.00	86,463.72	315,003.28	21.54
NET OF REVENUES & EXPENDITURES	(17,017.00)			
Fund 248 - Downtown Development Fund				
TOTAL REVENUES	45,750.00	30,820.65	14,929.35	67.37
TOTAL EXPENDITURES	36,718.00	4,448.83	32,269.17	12.12
NET OF REVENUES & EXPENDITURES	9,032.00			
Fund 265 - Drug Enforcement Fund				
TOTAL REVENUES	7,851.00	0.20	7,850.80	0.00
TOTAL EXPENDITURES	9,251.00	1,962.66	7,288.34	21.22
NET OF REVENUES & EXPENDITURES	(1,400.00)			
Fund 350 - City Hall Debt Fund				
TOTAL REVENUES	103,020.00	102,822.27	197.73	99.81
TOTAL EXPENDITURES	103,020.00	0.00	103,020.00	0.00
NET OF REVENUES & EXPENDITURES	0.00			
Fund 402 - Fire Equip Replacement Fund				
TOTAL REVENUES	30,060.00	29,980.11	79.89	99.73
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES	30,060.00			
Fund 590 - Water Supply Fund				
TOTAL REVENUES	1,778,700.00	418,053.76	1,360,646.24	23.50
TOTAL EXPENDITURES	1,804,476.32	340,153.84	1,464,322.48	18.85
NET OF REVENUES & EXPENDITURES	(25,776.32)			
Fund 591 - Sanitary Sewer Fund				
TOTAL REVENUES	1,267,500.00	300,488.23	967,011.77	23.71
TOTAL EXPENDITURES	1,328,869.00	109,756.56	1,219,112.44	8.26
NET OF REVENUES & EXPENDITURES	(61,369.00)			

Fund 661 - Motor Pool Fund				
TOTAL REVENUES	238,120.00	64,228.32	173,891.68	26.97
TOTAL EXPENDITURES	232,013.00	58,102.32	173,910.68	25.04
NET OF REVENUES & EXPENDITURES	6,107.00			
Fund 865 - Sidewalks				
TOTAL REVENUES	10,000.00	0.00	10,000.00	0.00
TOTAL EXPENDITURES	9,500.00	0.00	9,500.00	0.00
NET OF REVENUES & EXPENDITURES	500.00			
Fund 866 - Weed Fund				
TOTAL REVENUES	4,000.00	6,000.00	(2,000.00)	150.00
TOTAL EXPENDITURES	1,200.00	830.00	370.00	69.17
NET OF REVENUES & EXPENDITURES	2,800.00			

10/06/2015

CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 09/02/2015 - 09/30/2015

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
09/03/2015	40961	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV. MATS, SUPPLIES	103.04 <u>32.42</u>
				135.46
09/03/2015	40962	BARBARA SYKES	ELMS PARK DEPOSIT REFUND 8/22/15 #4	100.00
09/03/2015	40963	CHARLES H KNOX SR	ELMS PARK DEPOSIT REFUND 8/23/15	100.00
09/03/2015	40964	CHRIS THIBODEAU	ELMS PARK DEPOSIT REFUND 8/23/15 #3	100.00
09/03/2015	40965	CHURCH OF GOD	ELMS PARK DEPOSIT REFUND 8/22/15 #2	100.00
09/03/2015	40966	CITY OF SWARTZ CREEK	PETTY CASH REIMBURSEMENT	180.13
09/03/2015	40967	COMCAST BUSINESS	9/1-9/30/15 PUBLIC SAFETY BLDG	147.80
09/03/2015	40968	D & G SIGNS LLC	EML/PAUL D. BUECHE MUNICIPAL BUILDING SI	1,441.12
09/03/2015	40969	FAMILY FARM AND HOME INC	TIRE INNER TUBE ANT SPRAY/WASP & HORNET SPRAY NUTS/BOLT/WASHERS TARP/ANCHOR/HOOK (2) HEX CONCRETE/ANCHOR QUICK LINK (6)/TARP GLOVES (3)/STARTING FLUID (2)/PB BLASTER NUTS/BOLTS/WASHERS/HVY STRAP (4) GLOVES (1)/2" ANG BRUSH MANURE FORK/BOW RAKE TARP/RETURN TARP & QUICK LINKS	14.99 13.99 1.44 14.27 2.68 31.93 51.04 30.24 19.48 72.98 <u>(11.94)</u>
				241.10
09/03/2015	40970	FIDELITY SECURITY LIFE INSUR/EYEMED	SEPT 2015 VISION-RETIREEES (6)/COBRA (1)	38.83
09/03/2015	40971	FRANCES WELCH	ELMS PARK DEPOSIT REFUND 8/23/15 #1	100.00
09/03/2015	40972	FRANK CHRASTEK	ELMS PARK DEPOSIT REFUND 8/22/15 #1	100.00
09/03/2015	40973	GILL ROYS HARDWARE	ANT KILLER MARKING COVERS/PLASTIC TRAY/YELLOW PAINT SOAP (3)/CLEANER (1), BOWL CLEANER (3)/4 PAINT BRUSH YELLOW TRAFFIC PAINT YELLOW TRAFFIC PAINT MORTAR MIX 1 BAG COPY/STARTING FLUID SOAP (2)/CAULK (2) PUTTY SILICONE CAULK PAINT 1 GAL/LINE MARKING COVERS UPS SHIPPING 2 BAGS CONCRETE MIX PLASTIC TRAY ROLLER/DROP CLOTH/BRUSH/TRAY/PAINT DRILL BIT (2)/TARP STRAPS (8)/NUTS, BOLT BRUSH (1)/BRUSH & ROLL CUP (2) KEY COPIES (5)/LAUNDRY SOAP ADHESIVE REMOVER/SOAP (4)/NUTS, BOLTS, S TOILET SEAT BOLTS 1 BOX DRYWALL SCREWS RETURN WHITE STRIPING PAINT RETURN CAULK (2) MASONRY DRILL BIT RETURN AUGUST 2015 DISCOUNT	9.99 33.97 25.13 7.99 27.99 27.99 5.59 3.99 11.56 2.29 5.59 36.98 13.73 9.98 1.99 58.95 43.69 11.17 13.44 22.95 4.59 5.59 <u>(6.59)</u> <u>(7.58)</u> <u>(2.59)</u> <u>(33.47)</u>

334.91

09/03/2015	40974	INTEGRITY BUSINESS SOLUTIONS	OFFICE SUPPLIES	67.23
09/03/2015	40975	JOHNS TRUCK SERVICE	REPLACE STARTER	381.78
09/03/2015	40976	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES/RESIDENTIAL (860.00
			MOW & TRIM ELMS PARK	325.00
				<u>1,185.00</u>
09/03/2015	40977	MARGARET EVANS OR KERRY EVANS	ELMS PARK DEPOSIT REFUND 8/23/15 #2	100.00
09/03/2015	40978	MARGARET SHELLEY	WINSHALL PARK DEPOSIT REFUND 8/23/15 #2	100.00
09/03/2015	40979	MICHIGAN SECTION-AWWA	DISTRIBUTION SYSTEM SHORT COURSE THIEL 9	0.00 V
		Void Reason: Voided Check Range Void Utility		
09/03/2015	40980	ROWE PROFESSIONAL SERVICES CO	PAVEMENT REPAIRS MILLER/FAIRCHILD MILLER	0.00 V
		Void Reason: Voided Check Range Void Utility		
09/03/2015	40981	ROWE PROFESSIONAL SERVICES CO	GRANT APPLICATION ELMS PARK	0.00 V
		Void Reason: Voided Check Range Void Utility		
09/03/2015	40982	RWS OF MID MICHIGAN	AUG 2015 FY16 GARBAGE/RECYCLING/YARD WAS	0.00 V
		Void Reason: Voided Check Range Void Utility		
09/03/2015	40983	SARAH RICHARDSON	ELMS PARK DEPOSIT REFUND 8/22/15 #3	0.00 V
		Void Reason: Voided Check Range Void Utility		
09/03/2015	40984	SHERWIN WILLIAMS	WHITE PAINT (24)	0.00 V
		Void Reason: Voided Check Range Void Utility		
09/03/2015	40985	STATE OF MICHIGAN DEPT TRANS	SIGNAL ENERGY 4/1-6/30/15	0.00 V
		Void Reason: Voided Check Range Void Utility		
09/03/2015	40986	VERIZON WIRELESS	AUG 2015 MONTHLY INVOICE	0.00 V
		Void Reason: Voided Check Range Void Utility		
09/03/2015	40987	VERMEER OF MICHIGAN	BLADE SHARPENING/CHIPPER	0.00 V
		Void Reason: Voided Check Range Void Utility		
09/03/2015	40988	MICHIGAN SECTION-AWWA	DISTRIBUTION SYSTEM SHORT COURSE THIEL 9	480.00
09/03/2015	40989	ROWE PROFESSIONAL SERVICES CO	PAVEMENT REPAIRS MILLER/FAIRCHILD MILLER	2,732.00
09/03/2015	40990	ROWE PROFESSIONAL SERVICES CO	GRANT APPLICATION ELMS PARK	107.00
09/03/2015	40991	RWS OF MID MICHIGAN	AUG 2015 FY16 GARBAGE/RECYCLING/YARD WAS	20,847.36
09/03/2015	40992	SARAH RICHARDSON	ELMS PARK DEPOSIT REFUND 8/22/15 #3	100.00
09/03/2015	40993	SHERWIN WILLIAMS	WHITE PAINT (24)	227.76
09/03/2015	40994	STATE OF MICHIGAN DEPT TRANS	SIGNAL ENERGY 4/1-6/30/15	44.78
09/03/2015	40995	VERIZON WIRELESS	AUG 2015 MONTHLY INVOICE	385.35
09/03/2015	40996	VERMEER OF MICHIGAN	BLADE SHARPENING/CHIPPER	46.18
09/10/2015	40997	A+ SUPPLY CO INC	BULBS (10)/FAN (1)	60.03
09/10/2015	40998	ACE OUTDOOR SERVICES LLC	TOP SOIL	107.50
09/10/2015	40999	AMERICAN MESSAGING	SEPT 2015 8108332563/8108331159	26.03
09/10/2015	41000	ARROW UNIFORM RENTAL	MATS, SUPPLIES	32.42
			UNIFORMS, MATS, SUPPLIES, ENV.	117.61
				<u>150.03</u>
09/10/2015	41001	ARROWHEAD POLICE EMERGENCY VEH EQUI	COMPUTER MOUNT & INSTALL 12-144	331.00
09/10/2015	41002	C & H CONSTRUCTION CO INC	WATERMAIN REPAIR/OAKWOOD DR	2,172.00
09/10/2015	41003	CONSUMERS ENERGY	8/1-8/31/15 A 8499 MILLER RD	23.90
09/10/2015	41004	CONSUMERS ENERGY	8/1-8/31/15 A 8059 FORTINO DR	75.06
09/10/2015	41005	CONSUMERS ENERGY	8/1-8/31/15 A 8100 CIVIC DR	1,316.32
09/10/2015	41006	CONSUMERS ENERGY	8/1-8/31/15 4524 MORRISH RD	43.89
09/10/2015	41007	CONSUMERS ENERGY	8/1-8/31/15 TRAFFIC LIGHTS	421.85
09/10/2015	41008	CONSUMERS ENERGY	8/1-8/31/15 SIRENS	27.88
09/10/2015	41009	CONSUMERS ENERGY	8/1-8/31/15 ELMS PARKING LOT	29.53
09/10/2015	41010	CONSUMERS ENERGY	8/6-9/2/15 A 6425 MILLER RD PARK RIDE	75.50
09/10/2015	41011	CONSUMERS ENERGY	7/31-8/28/15 A 9099 MILLER RD	35.81
09/10/2015	41012	CONSUMERS ENERGY	8/1-8/31/15 A 8095 CIVIC DR	1,164.77
09/10/2015	41013	CONSUMERS ENERGY	7/31-8/31/15 ADJ 5361 WINSHALL DR	22.62
09/10/2015	41014	CONSUMERS ENERGY	8/1-8/31/15 E 8301 CAPPY LN	283.48
09/10/2015	41015	CONSUMERS ENERGY	7/31-8/31/15 A 5257 WINSHALL DR	22.62
09/10/2015	41016	CONSUMERS ENERGY	8/1-8/31/15 A 8083 CIVIC DR	737.91
09/10/2015	41017	CONSUMERS ENERGY	8/1-8/31/15 A 5121 MORRISH RD	895.08
09/10/2015	41018	CONSUMERS ENERGY	7/31-8/31/15 A WINSHALL RESTROOMS	50.11
09/10/2015	41019	CONSUMERS ENERGY	8/6-9/3/15 A 4125 ELMS RD	52.68

09/10/2015	41020	CONSUMERS ENERGY	8/6-9/3/15 A 4125 ELMS RD PAVILION	25.61
09/10/2015	41021	CONSUMERS ENERGY	8/1-8/31/15 A 4510 MORRISH	32.19
09/10/2015	41022	CONSUMERS ENERGY	8/1-8/31/15 A 8011 MILLER RD	22.62
09/10/2015	41023	CONSUMERS ENERGY	8/1-8/31/15 STREET LIGHTS	6,416.43
09/10/2015	41024	CREEK AUTO SERVICES LLC	MONTHLY MAINT. 09-226 AIR FILTER	57.03
			MONTHLY MAINT. 05-168	34.95
			MONTHLY MAINT. 13-384	34.95
			MONTHLY MAIN. 14-514	34.95
				<u>161.88</u>
09/10/2015	41025	FLINT WELDING SUPPLY	FAX/COMPRESSED OXYGEN/DISSOLVED ACETYLEN	296.04
			FAX/CYLINDER COMPRESSED OXYGEN	5.00
				<u>301.04</u>
09/10/2015	41026	GENESEE CTY DRAIN COMMISSIONER	WESTERN TRUNK EXT BOND PAYMENT	11,132.86
09/10/2015	41027	INTEGRITY BUSINESS SOLUTIONS	KITCHEN ROLL TOWELS (2)	73.98
			GARBAGE BAGS (2)	119.98
			TOILET TISSUE (2)	128.74
				<u>322.70</u>
09/10/2015	41028	JERRY'S TIRE	EML/REPAIR TIRE/TUBE	208.00
09/10/2015	41029	JOHNS TRUCK SERVICE	REPLACE DUMP CABLE	298.18
09/10/2015	41030	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES/RESIDENTIAL (860.00
09/10/2015	41031	LANDMARK APPRAISAL CO	SEPT 2015 ASSESSOR SERVICES JULY-SEPT 20	2,370.48
09/10/2015	41032	MICHAEL R SHUMAKER	SMALL CITIES MTG 9/2/15 DINNER	18.47
09/10/2015	41033	MICHIGAN METER TECHNOLOGY GRP. INC	R900 METER/METER STRAINER	2,233.53
09/10/2015	41034	MY-CAN LLC	PORTAJON RENTAL 8/22-9/19/15	650.00
09/10/2015	41035	NICK PAUL	SUPPLIES FOR K-9 KENNEL	98.01
09/10/2015	41036	OHM ADVISORS	MILLER RD MORRISH TO ELMS THRU 8/15/15	35,682.26
09/10/2015	41037	OHM ADVISORS	MILLERE RD TALLMADGE TO DYE THRU 8/15/15	12,639.02
09/10/2015	41038	RICHARD ABRAMS	SMALL CITIES MTG DINNER/MILEAGE	36.25
09/10/2015	41039	SELF SERVE LUMBER CO.	LUMBER/SPIKES	41.80
			24" PATIO STONES (8)	71.92
			LUMBER	73.29
			LUMBER/BOLTS	62.26
				<u>249.27</u>
09/10/2015	41040	SUPER FLITE OIL CO INC	8/1-8/31/15 FUEL USAGE - DPW	1,191.31
09/10/2015	41041	SUPER FLITE OIL CO INC	8/1-8/31/15 FUEL USAGE - POLICE	1,614.94
09/10/2015	41042	SWARTZ CREEK KIWANIS CLUB	ELMS PARK DEPOSIT REFUND ART FAIR 8/29/1	100.00
09/10/2015	41043	THOMAS SVRCEK	AIR HOSE (2)/NAIL GUN	125.97
			CREDIT FOR NAIL GUN	(15.20)
				<u>110.77</u>
09/10/2015	41044	TRANSUNION RISK AND ALTERNATIVE	TRANSUNION INVESTIGATIVE	6.50
09/10/2015	41045	VIEW NEWSPAPER GROUP	PUBLIC WORKSHOP 8/15 HEARINGS 9/14&9/28/	126.90
09/10/2015	41046	VILLAGE CLEANERS	UNIFORM CLEANING AUG 2015	76.50
09/17/2015	41047	A+ SUPPLY CO INC	LIGHT BULBS (50)	73.75
09/17/2015	41048	ACME BUILDING MATERIALS	FASCIA (25) / NAILS/ BOX	352.70
09/17/2015	41049	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV	103.04
			MATS, SUPPLIES	32.42
				<u>135.46</u>

09/17/2015	41050	C & H CONSTRUCTION CO INC	WATER MAIN REPAIR 5373 MILLER	4,910.00
09/17/2015	41051	CAMERON TUCKER	ELMS PARK DEPOSIT REFUND 9/7/15 #1	100.00
09/17/2015	41052	CAMIYA NICHOLSON	ELMS PARK DEPOSIT REFUND 9/6/15 #3	100.00
09/17/2015	41053	DONALD KORTH	AOMEI SERVER EDITION PARTITION ASSISTANT	229.00
			UPDATE WORKSTATIONS CITY HALL/POLICE	300.00
				<u>529.00</u>
09/17/2015	41054	GENESEE CTY DRAIN COMMISSIONER	NPDES PHASE II IMPL FEES 7/1-9/30/15	709.57
09/17/2015	41055	GLORIA BRUMLEY	ELMS PARK DEP REFUND 9/6/15 #1	100.00
09/17/2015	41056	JESSE MORGAN	ELMS PARK DEPOSIT REFUND	100.00
09/17/2015	41057	JOSE A MIRELES	MOW AND TRIM CITY PROPERTIES/RESIDENTIAL	950.00
09/17/2015	41058	MICHIGAN PIPE AND VALVE	REPAIR CLAMP/CLAMP SINGLE BAND	433.95
09/17/2015	41059	MORE LIFE TABERNACLE	ELMS PARK DEPOSIT REFUND	100.00
09/17/2015	41060	PLANTE & MORAN PLLC	FY15 AUDIT BILL #1	15,000.00
09/17/2015	41061	RUBY IVORY	ELMS PARK DEPOSIT REFUND 9/7/15 #4	100.00
09/17/2015	41062	SELF SERVE LUMBER CO.	SHINGLES (24)/3 PK ROOFING BLADES	388.29
09/17/2015	41063	SIMEN FIGURA & PARKER PLC	AUG 2015 GENL/TRAFFIC/ORD	1,043.25
09/17/2015	41064	SUBURBAN AUTO SUPPLY	FUEL FILTER	9.59
09/17/2015	41065	SWARTZ CREEK AREA FIRE DEPT.	AUGUST 2015- MONTHLY RUNS	2,052.83
09/17/2015	41066	TASINDA RIDSDALE	ELMS PARK DEP REFUND 9/6/15 #2	100.00
09/17/2015	41067	UNUM LIFE INSURANCE	OCT 2015 LIFE INS SHANNON/CLOLINGER	18.63
09/24/2015	41068	ARROW UNIFORM RENTAL	MATS, SUPPLIES	32.42
			UNIFORMS, MATS, SUPPLIES, ENV.	103.04
				<u>135.46</u>
09/24/2015	41069	BLUE CARE NETWORK-EAST MI	OCT 2015 RETIREE MED INS KELLY	778.76
			OCT 2015 RETIREE MED INS O'BRIEN	1,361.59
			OCT 2015 RETIREE MED INS SHANNON	818.12
			OCT 2015 RETIREE MED INS CLOLINGER	1,370.06
			OCT 2015 COBRA INS BUECHE	793.14
				<u>5,121.67</u>
09/24/2015	41070	BOOTS ABRAMS	ELMS PARK DEPOSIT REFUND 9/13/15 #2	100.00
09/24/2015	41071	COMCAST BUSINESS	9/26-10/25/15 CITY HALL	286.75
09/24/2015	41072	DELTA DENTAL PLAN	OCT 2015 DENTAL-RETIRES (7)/COBRA (1)	542.86
09/24/2015	41073	DONNA PETERFI	ELMS PARK DEPOSIT REFUND 9/12/15 #1	100.00
09/24/2015	41074	FIRST ADVANTAGE OCCUP HEALTH SER CO	CLINIC COLLECTION/MILEAGE	36.58
			CLINIC COLLECTION/MILEAGE	11.87
				<u>48.45</u>
09/24/2015	41075	GEN CTY ROAD COMMISSION	AUG 2015 S-MTCE & OPERATIONS	2,109.81
09/24/2015	41076	GENESEE CTY DRAIN COMMISSIONER	AGENT FEES WESTERN TRUNK 9/1/15-8/31/16	162.39
09/24/2015	41077	GENESEE CTY DRAIN COMMISSIONER	COMM/READY TO SERVE 7/29-8/26/15	117,501.09
09/24/2015	41078	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	800.00
09/24/2015	41079	MICHIGAN METER TECHNOLOGY GRP. INC	REPAIR CLAMP	240.41
			FIRE HYDRANT METER	1,186.37
			RETURN FIRE HYDRANT METER	(1,172.00)
				<u>254.78</u>
09/24/2015	41080	MODERN INDUSTRIES INC	FAX/CONCRETE FOR FIRE STATION	1,870.63
			FAX/CONCRETE FOR FIRE STATION	1,778.02
				<u>3,648.65</u>

09/24/2015	41081	OFFICE DEPOT CREDIT PLAN	RECORDER	105.99
09/24/2015	41082	SELF SERVE LUMBER CO.	SHINGLES	287.10
			KNEE PADS (3)	60.39
				<u>347.49</u>
09/24/2015	41083	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	128.00
09/24/2015	41084	STEVE MCFADDEN	AR-15 RECEIVER VISE BLOCK	32.99
			TAPCO MULTI TOOL	37.08
			ARMOR TOOLS/SUPPLIES	46.50
				<u>116.57</u>
09/25/2015	41085	GOV'T FINANCE OFFICERS ASSOC.	GFOA TRAINING 11/5/15 AGUILAR	135.00
09/25/2015	41086	U. S. POST OFFICE	POSTAGE FOR OCT 2015 UTILITY BILLING	699.74
				<u>699.74</u>
GEN TOTALS:				
(9 Checks Voided)				
Total of 117 Disbursements:				<u>274,686.83</u>

Flint Area Narcotics Group September 2015 Activity report:

On 9-2-15, FANG officers conducted a controlled purchase of cocaine from a suspect in the city of Flint. The investigation is on-going.

As part of an on-going investigation FANG officers have conducted controlled purchases of heroin from a suspect in the city of Flint and Burton on 9-3, 9-8, 9-10, 9-15, and 9-23. Officers have obtained a search warrant and placed a GPS tracking device on the suspect's vehicle. The investigation is on-going.

On 9-4-15, FANG offices observed two (2) subjects in a vehicle in a high crime area that appeared to be getting ready to use heroin. Officers made contact with the subjects arresting one subject for possession of heroin and arresting another on a probation violation warrant out of Lapeer County.

On 9-8-15, FANG officers obtained and executed a search warrant at a residence in the city of Flint. Officers seized 29 bindles of heroin packaged for sale. The suspect was lodged at the Flint City Jail.

On 9-8-15, FANG officers conducted a controlled purchase of crack cocaine from a suspect in a residence in the city of Flint. Based on this buy, officers obtained and executed a search warrant at the residence on 9-9-15. Officers seized crack cocaine, codeine, and marijuana. Forfeiture proceedings were initiated on \$350.00. The suspect was lodged at the Flint City Jail.

On 9-9-15, FANG officers conducted surveillance on a known drug dealer that is a convicted sex offender that had failed to change his address. Officers made contact with the suspect finding him to be in possession of marijuana and crack cocaine. The suspect was lodged in the Flint City Jail. A warrant request has been submitted on the drug charges and sex offender fail to change address.

On 9-9-15, FANG officers conducted a controlled purchase of heroin from a suspect in the city of Flint. The investigation is on-going.

On 9-9-15, FANG officers conducted a controlled purchase of crack cocaine from a suspect in the city of Flint. The investigation is on-going.

On 9-10-15 and 9-23-15, FANG officers conducted controlled purchases of heroin from a suspect in Mt. Morris Twp. Based on these buys officers obtained and executed a search warrant at the residence on 9-23-15. Officers seized 17 grams of heroin and initiated forfeiture proceedings on \$501.00. The suspect was lodged in the Genesee County Jail.

On 9-10-15, FANG offices received information regarding the location of a suspect wanted on a carjacking warrant. Officers observed the suspect in the city of Flint. Officers followed him, making contact with him when he pulled into a driveway. The suspect was arrested and lodged in the Flint City Jail.

On 9-14-15, FANG officers conducted a controlled purchase of heroin from a suspect in a residence in the city of Flint. Based on this buy officers obtained and executed a search warrant at the residence on 9-15-15. Officers seized crack cocaine, suboxone pills, and lidocaine patches. The suspect was lodged in the Flint City Jail.

On 9-14-15, FANG officers conducted a controlled purchase of heroin from a suspect in the city of Flint. The investigation is on-going.

On 9-14-15, FANG officers conducted a controlled purchase/buy bust of heroin from a suspect in the parking lot of a business in the city of Flint. The suspect was arrested without incident. Officers seized 13 bindles containing heroin and initiated forfeiture proceedings on \$243.00. The suspect was lodged in the Flint City Jail.

On 9-15-15, FANG officers were conducting surveillance in Mt Morris Township. Officers observed a possible drug transaction in the parking lot of a township car wash. FANG continued surveillance on the suspect vehicle until an Mt Morris Township PD unit was able to make a traffic stop. The male driver was arrested for PWID prescription pills and an outstanding civil warrant. Sixty (60) pills were seized from the male. He was later lodged in the Flint City lockup.

On 9-15-15, FANG officers conducted a controlled purchase of Heroin using a Confidential Informant (CI). FANG officers surveilled the CI to a house in the City of Flint. The CI entered the house and purchased Heroin from a female inside the home. Intelligence was gathered on the suspect and the house. The investigation is still on going.

On 9-15-15, FANG officers executed a search warrant a residence in the City of Flint. Officers seized approximately 3 grams of "crack" cocaine, 2 suboxone strips and 18 Lidocaine patches. A male and female were both arrested and lodged in the Flint City lockup.

On 9-16-15, FANG officers obtained and executed a search warrant at a residence in the city of Flint. Officers seized a small amount of marijuana. The suspect was lodged on 2 child neglect warrants.

On 9-16-15, FANG officers conducted a controlled purchase of Heroin using a Confidential Informant (CI). FANG officers surveilled the CI to a parking lot in the City of Flint. The CI walked up to a vehicle and purchased Heroin from a female passenger. Intelligence was gathered on the suspect vehicle. The investigation is still on going.

On 9-17-15, FANG officers conducted a controlled purchase of "crack" cocaine using a Confidential Informant (CI). FANG officers surveilled the CI to a house in the City of Flint. The CI entered the house and purchased "crack" cocaine from a male inside the home. Intelligence was gathered on the suspect and the house. The investigation is still on going.

On 9-17-15, FANG officers conducted a second controlled purchase of "crack" cocaine using a Confidential Informant (CI). FANG officers surveilled the CI to another house in the City of Flint. The CI entered the house and purchased "crack" cocaine from a male inside the home. Intelligence was gathered on the suspect and the house. The investigation is still on going.

On 9-17-15, FANG officers conducted a controlled purchase of "crack" cocaine using a Confidential Informant (CI). FANG officers surveilled the CI to a house in the City of Burton. The CI entered the house and purchased "crack" cocaine from a male inside the home. Intelligence was gathered on the suspect and the house. The investigation is still on going.

On 9-17-15, FANG officers worked with a confidential informant to locate a suspect with active warrants for manufacture methamphetamine, sex offender fail to verify address, and probation violation. The

wanted suspect's girlfriend was reported to be with him and also had a manufacture methamphetamine warrant. The primary suspect's information had been televised on FOX 66 fugitive files, and Crime Stoppers. After surveillance at two locations it was determined the suspect and his girlfriend were inside a residence in the city of Flint. Officers arrested the subjects in the residence without incident.

On 9-17-15 and 9-21-15, FANG officers conducted controlled purchases of crack cocaine from a suspect in a residence in the city of Burton. As a result of the buys officers obtained and then executed a search warrant at the residence on 9-22-15. Officers seized 40 grams of crack cocaine and a large amount of prescription narcotics for sale, including suboxone, adderal, vicodin, xanax, morphine and 166 oxycodone pills. The suspect is a convicted felon and was also found to have a 22 caliber rifle in the residence. Forfeiture proceedings were initiated on \$562.00. The suspect was lodged in the Genesee County Jail.

On 9-18-15, FANG officers responded to an empty field in Genesee Township reference a methamphetamine lab dump site discovered by the Genesee Township PD. Officers found a large amount of old methamphetamine one pots, gas generators, and methamphetamine related trash that appeared to have been dumped in the field. Officers made the components safe and transported the hazardous materials to the MSP methamphetamine hazardous material storage container in Bridgeport.

On 9-21-15, FANG officers conducted a controlled purchase of Heroin using a Confidential Informant (CI). FANG officers surveilled the CI to a motel in the City of Flint. The CI entered a room of the motel and purchased Heroin from a male inside. Intelligence was gathered on the suspect and the motel. The investigation is still on going.

On 9-21-15, FANG officers conducted a knock and talks at suspected illegal Marijuana grow operation in Mundy Township. Officers found the grow operation to be illegal and seized (12) large Marijuana plants and approximately 1.5 pounds of processed Marijuana from the property. A male homeowner was released pending further investigation.

On 9-22-15, FANG officers were on scene executing a search warrant at a house in the City of Burton. A female arrived at the house with (25) prescription drugs. She was arrested for Delivery of the prescription pills after admitting that she was delivering the pills to the homeowner. She was later lodged in the Genesee County Jail. The investigation is still on going.

On 9-22-15, FANG officers assigned to the MSP Third District Methamphetamine Team responded to the city of Standish for a meth lab. Officers processed and packaged the methamphetamine components for destruction. Offices completed a methamphetamine assessment for prosecution, turning the case over to Standish Police Department.

On 9-25-15, FANG officers responded to a house in Flint Township reference a methamphetamine lab dump site discovered by the Flint Township PD. Officers found a large amount of old methamphetamine one pots, gas generators, and methamphetamine related trash that appeared to have been dumped in the field. Officers made the components safe and transported the hazardous materials to the MSP methamphetamine hazardous material storage container in Bridgeport.

On 9-29-15, FANG officers assisted Western Wayne Narcotics with a search warrant in Mundy Township associated with a large Marijuana investigation. Officers seized (119) large Marijuana plants from an

outdoor area. The male and female residence were arrested and turned over to Western Wayne Narcotics for questioning.

On 9-29-15, FANG officers assisted MSP Troopers with a methamphetamine investigation. FANG officers were called to the scene after the Troopers had discovered a one pot methamphetamine lab in a residence in the city of Flint. FANG officers assumed the investigation, dismantled the lab, made the components safe and transported the hazardous materials to the MSP methamphetamine hazardous material storage container in Bridgeport. Two subjects were lodged in the Genesee County Jail

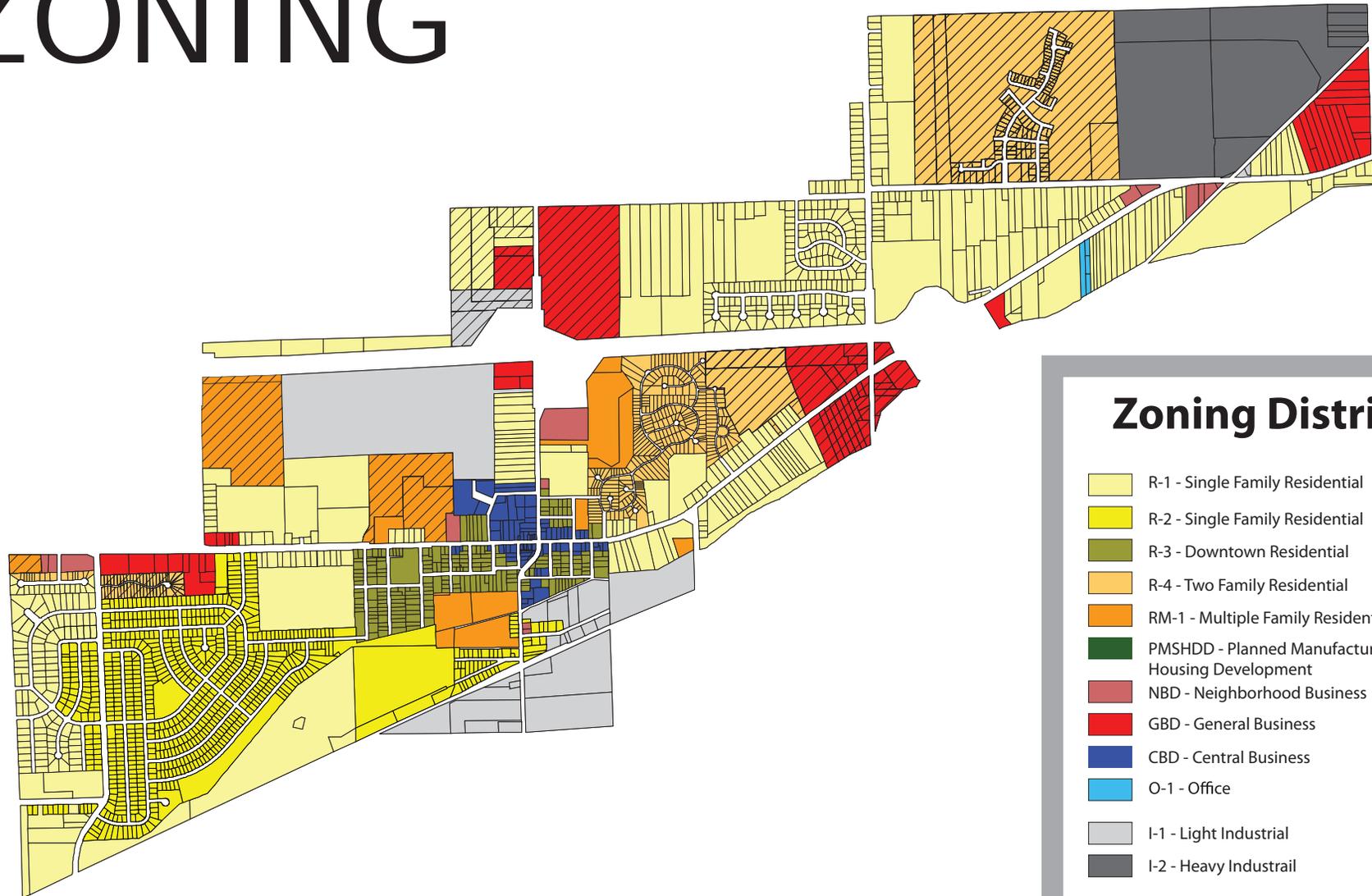
On 9-29-15, FANG officers conducted a controlled purchase of "crack" cocaine using a Confidential Informant (CI). FANG officers surveilled the CI to a house in the City of Burton. The CI entered the house and purchased "crack" cocaine from a male inside the home. Intelligence was gathered on the suspect and the house. The investigation is still on going.

On 9-29-15, FANG officers conducted a controlled purchase of Cocaine using a Confidential Informant (CI). FANG officers surveilled the CI to a house in the City of Flint. The CI entered the house and purchased Cocaine from a male inside the home. Intelligence was gathered on the suspect and the house. The investigation is still on going.

Thanks to all for the continued support.

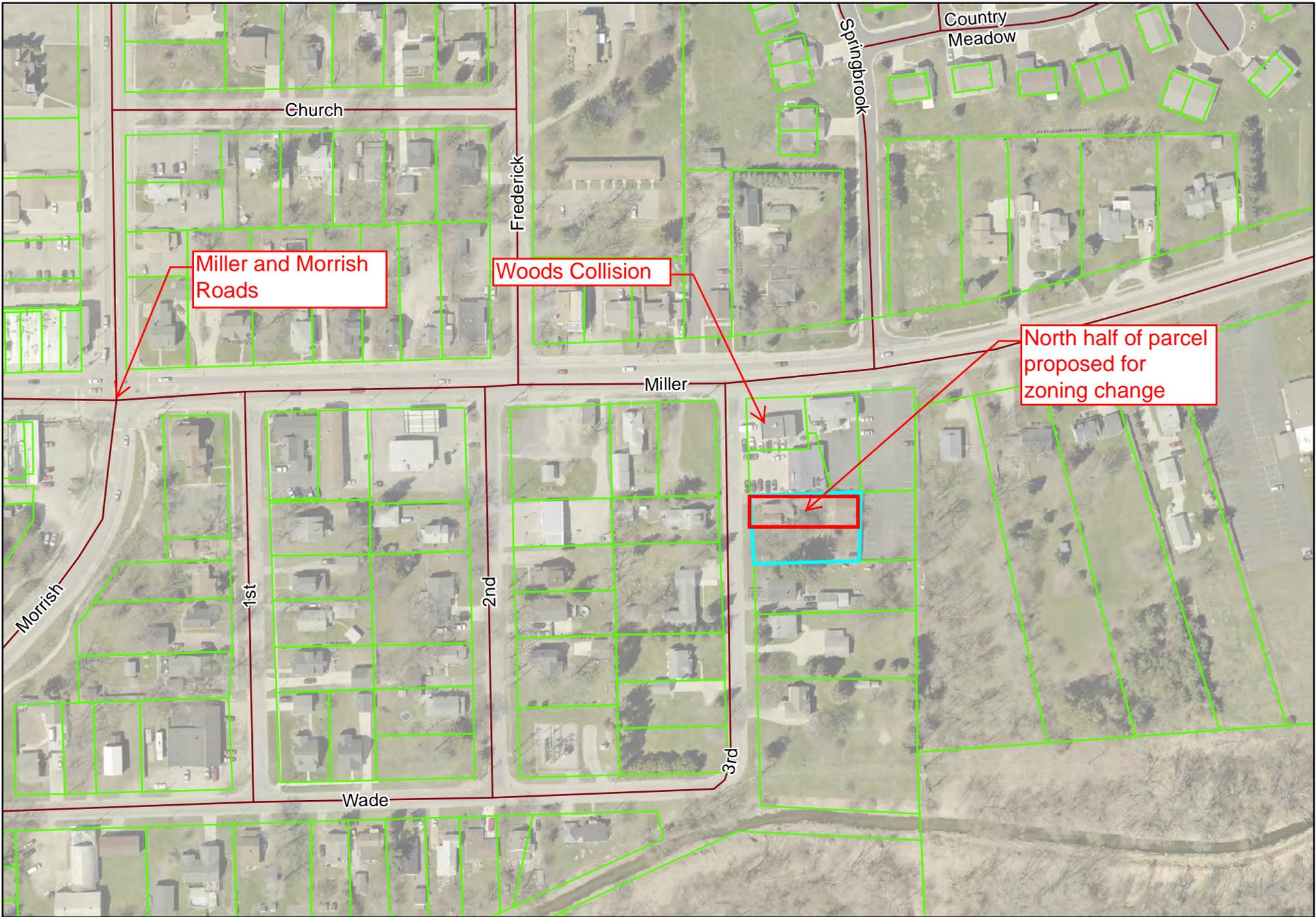
Pat

ZONING



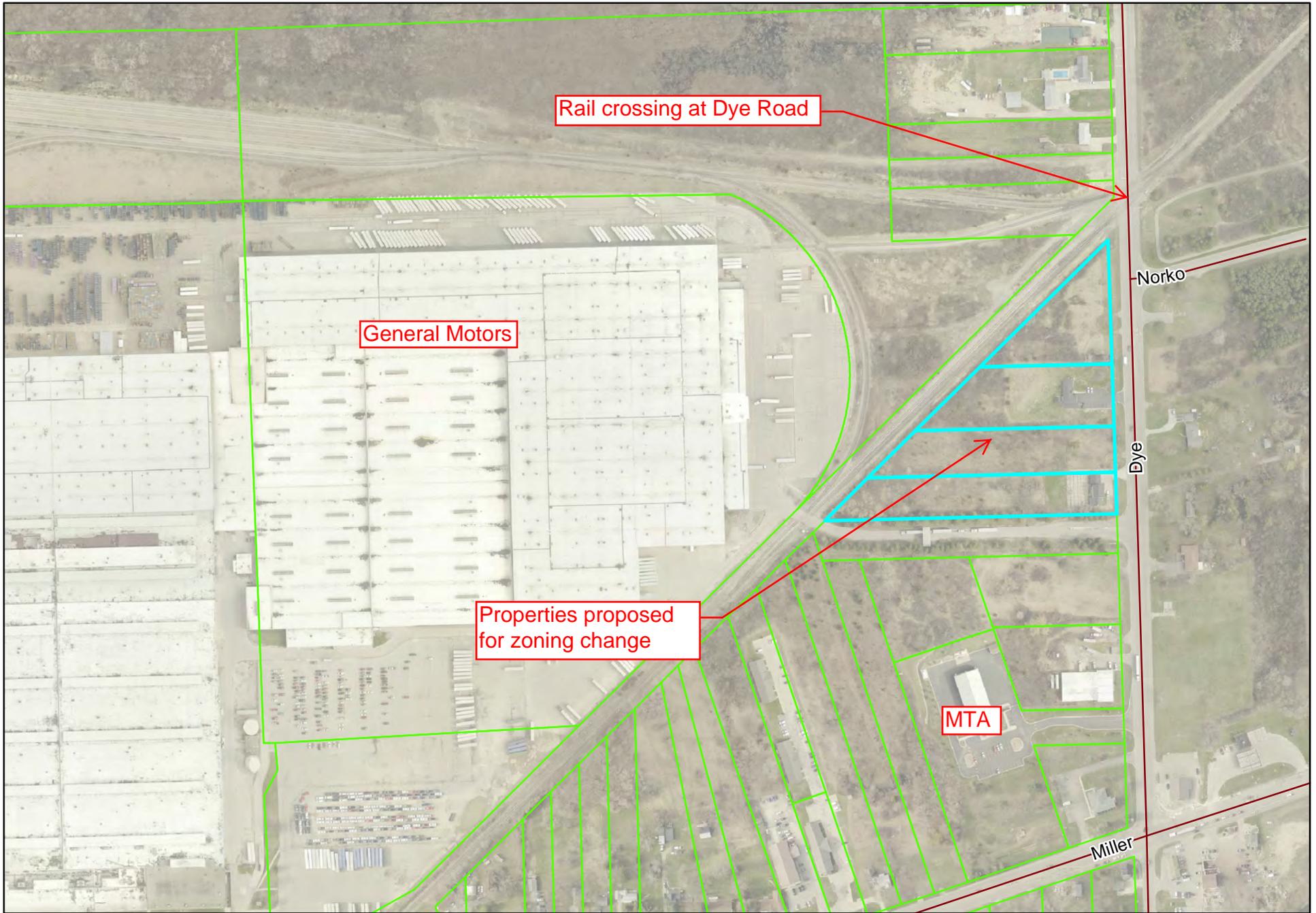
Zoning Districts

- R-1 - Single Family Residential
- R-2 - Single Family Residential
- R-3 - Downtown Residential
- R-4 - Two Family Residential
- RM-1 - Multiple Family Residential
- PMSHDD - Planned Manufactured Seniors Housing Development
- NBD - Neighborhood Business
- GBD - General Business
- CBD - Central Business
- O-1 - Office
- I-1 - Light Industrial
- I-2 - Heavy Industrial
- PUDD - Planned Unit Development District

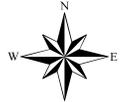
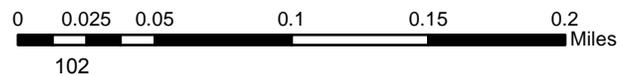


City of Swartz Creek
5017 Third Street





City of Swartz Creek Dye Road Properties



CITY OF SWARTZ CREEK
PERSONNEL POLICIES MANUAL

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**CITY OF SWARTZ CREEK
PERSONNEL POLICIES MANUAL**

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**CITY OF SWARTZ CREEK
FOREWORD TO THE PERSONNEL POLICIES MANUAL**

Mission Statement

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

City of Swartz Creek Values

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

Honesty, Integrity and Fairness

The City expects and values trust, openness, honesty and integrity in the words and actions of its employees. All employees, officials, and elected officials are expected to interact with each other openly and honestly and display ethical behavior while performing their 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 their peak performance level. Professional growth opportunities, as well as teamwork, are promoted through the sharing of ideas and resources. Employees are recognized for their dedication and commitment to excellence.

Expect Excellence

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

Respect the Dignity of Others

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

Promote Protective Thinking and Innovative Suggestions

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

CITY OF SWARTZ CREEK PERSONNEL POLICIES MANUAL

PREFACE: CODE OF ETHICS

1. Conflicts of Interest

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

- A public servant shall not make a loan of public funds, grant a subsidy, fix a rate, issue a license, permit or certificate, participate in the negotiation or execution of contracts or otherwise regulate, supervise or participate in a decision that pertains to an entity in which the public servant, or a member of his or her immediate family, has a direct ownership interest.
- A public servant shall not solicit or accept a gift or loan of money, compensation, goods, services, or other things of value which would tend to influence the manner in which the officer or employee performs his or her official duties.
- A public servant shall not represent his or her personal opinion as that of the city.
- A public servant shall not accept any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a contract or order.
- A public servant shall not retain a person to solicit or secure a contract with the local government upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee where the public servant would otherwise be prohibited from soliciting or securing such for himself.
- A public servant shall not be a party, directly or indirectly, to any contract with the city except for the renewal or negotiation of an employment or independent contractor contract with a city officer or employee, or a collective bargaining agreement or contracts with any bona fide union.
- Except for personal employment agreements authorized by the governing body, a public servant shall not solicit, negotiate, renegotiate, or approve, directly or indirectly, any contract, or amendment of any contract, with the city and 1) himself or herself, 2) any partnership, limited liability company or unincorporated association, or other legal entity of which the officer or employee is a partner, member, owner or part owner or employee, 3) any corporation in which the officer or employee is an owner or stockholder of more than one percent (1%) of the total outstanding stock of any class where the stock is not

listed on an exchange or of value of \$25,000 or more where the stock is listed on a stock exchange or of which the public servant is a director, officer, or employee, or 4) any trust of which the officer or employee is a beneficiary or trustee, or represents any party to such contract.

2. Disclosure

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

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

3. Impartiality

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

- It is the intent of this Code that a public servant shall avoid any action which might result in, or create the appearance of,
 1. Using public office or employment for private gain.
 2. Giving improper preferential treatment to any person or organization.
 3. Impeding government efficiency or economy.
 4. A lack of independence or impartiality of action.
 5. Making a government decision outside of official channels.
 6. Affecting adversely the confidence of the public in the integrity of the local government.

- No public servant shall request, use or permit the use of any consideration, treatment, advantage or favor beyond that which is the general practice to grant or make available to the public at large. All public servants shall treat all citizens of the local community with courtesy, impartiality, fairness, and equality under the law.

4. Improper Use of Position

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

- A public servant shall not make any policy statements which promise to authorize or to prevent any future action, agreement, or contract, when, in fact, the public servant has no authority to do so.
- A public servant shall not act on behalf of the city in the making of contracts when, in fact, he or she has no authority to do so.
- A public servant shall not make policies that affect the citizens of the community that are not authorized by the local government Charter, Code of Ordinances, governing body, an authorized agency of the local government, or its adopted policies.
- A public servant shall not use his or her official position in violation of federal or state law, or to obtain or to create the appearance to obtain a private gain for the public servant in return for improperly influencing a decision of the mayor, of the city council, of the city clerk, or of a member of a city authority, board, commission, committee, council or group, or other city agency.
- A public servant shall not use, or attempt to use, his or her official position to secure, request or grant, any privileges, exemptions, advantages, contracts, or preferential treatment for himself or herself, a relative, his or her immediate family, or others.
- A public servant shall not use his or her public office and employment for personal gain, or use or attempt to use his official or her official position to secure special privileges or exemptions for himself or herself, or others, except as provided by law.
- A public servant shall not make or participate in making a decision in his or her capacity as a public servant knowing that the decision will provide him or her, a member of his or her immediate family, or a business with which he or she is associated, a financial benefit of more than an incidental nature which is distinguishable from the benefits to the public servant as a member of the public or as a member of a broad segment of the public.
- A public servant shall not take any action or create the appearance of making a government decision outside official channels.

- A public servant shall not take any action or create the appearance of impeding government efficiency or economy.
- A public servant shall not take any action or create the appearance of giving preferential treatment to any organization or person.
- A public servant shall not take any action, or create the appearance, that adversely affects the confidence of the public in the integrity of the city.
- A public servant shall not interfere with the ordinary course of law enforcement within the city, and shall not suggest or request special favors or consideration or of any law enforcement person of the city, including the city manager, chief of police, police officers, ordinance officers, city attorney or administrative staff, concerning any city law enforcement matter including, but not limited to, parking tickets, traffic tickets, ordinance tickets, or the enforcement of city codes.

5. Incompatible or Dual Employment

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

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

- A public servant who, while a city employee, is participating directly or indirectly in the procurement process, shall not become or be the employee of, or perform a service for, any person who is contracting with the city.
- An elected public servant shall not engage in employment with any other agency or department of the city.

6. Nepotism

Purpose: Whether deserved or not, the limitation or prohibition of public service by certain persons related by blood, adoption or marriage, to others within the governmental organization avoids actual and perceived favoritism or partiality. The very fact of the relationship creates the perception of unfairness. In smaller communities, it may be common for related parties to work for, or to serve in, the local government, particularly in dual-income families. In these situations, the perception of favoritism can be reduced if the local government requires that such relationships be fully and publicly disclosed.

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

7. Personal Interests

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

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

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

8. Political Activity

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

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

9. Public Information

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

- A public servant shall not benefit financially or further his or her private economic interests or that of a relative or any other person from confidential information acquired in the course of holding office or employment, or knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.
- Except as authorized by law, a public servant shall not knowingly disclose to a third party to any unauthorized person confidential information that is acquired in the course of his or her employment in the course of holding office including, but not limited to, information provided, obtained or discussed in closed or executive sessions of city council in advance of the time prescribed by the governmental body, department head, city manager or law for its authorized release to the public, except as otherwise required or permitted by law.

- A public servant shall not use information protected from disclosure by the Michigan Freedom of Information Act, which she or he has obtained by reason of such position or authority.
- A public servant shall not disclose any confidential information, without prior formal authorization of the public body having jurisdiction, concerning any city official or employee, or any other person, or any property or governmental affairs of the city.
- A public servant shall not suppress or refuse to provide city reports or other information, which is publicly available.
- A public servant shall not suppress any public city report, document, or information available to the general public because it might tend to affect unfavorably his or her private financial or political interest.

10. Public Property and Personnel

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

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

1. INTRODUCTION TO THE MANUAL

1.01 Purpose of the Manual

The purpose of this manual is to establish formal policies and procedures to be used as a guide for personnel matters and as a basis for consistent and fair treatment of employees, officials, volunteers, and the public of the City of Swartz Creek (City). Management reserves the right to change or delete any provision contained in this personnel policies manual or provide additional terms, conditions and benefits of service. Such changes may be made by contractual or collective bargaining agreements (including memorandums of understanding), amendment to this manual as approved by the City Council, or by administrative policies and or statements as enabled by this manual (e.g. notification to staff regarding specific break times). This policies manual does not constitute an employment agreement with any employee or group of employees. Employees are responsible to inform themselves regarding the content of this manual.

1.02 Application of Policies

These policies and procedures apply to all of the Public Servants of the City unless otherwise specifically provided. In situations where collective bargaining agreements, individual employment agreements, charter provisions, ordinances, rules of procedure, or insurance plan documents specifically differ from these policies, the applicable provision(s) of the subject agreement shall govern. In all other areas, these policies should be referred to as guidance in personnel matters.

The policies contained herein shall govern regardless of past practices or former policies.

Public Servant shall consist of the following:

Note these definitions as they apply to specific sections throughout, often exempting a class of public servant from an applicable policy.

- Employee: Those individuals that are classified as exempt or non-exempt payroll employees, functioning under a collective bargaining agreement or personal contract with the city, inclusive of a job description. Examples include maintenance workers, the city manager, and police officers.
- Official: Those individuals that are elected or appointed, through legislative action, contract, or similar to serve the city in an official capacity. Examples include the mayor, planning commission members, and the contract assessor.
- Volunteer: Those individuals that are given enumerated or general responsibilities to function on behalf of or for the city in an uncompensated, temporary capacity. Examples include interns, park laborers, and grounds keepers.

From time to time, Third Party Service Providers are also referenced in this manual and employed or contracted by the city in an official capacity to carry out business on behalf of the city. Such individuals are employed by other agencies or companies but may act in place of the city or on the city's behalf. Examples include the cross-connection program administrator, the city attorney, and the city engineering providers.

1.03 Employer Rights

The City retains the sole and exclusive right to manage and operate the City in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations; to maintain order and efficiency; to continue and maintain its operations as in the past; to study and implement improved methods and equipment, and in all respect to carry out the ordinary and customary functions of city management.

The City shall have the exclusive right to hire, promote, assign, transfer, suspend, discipline, discharge, layoff and recall employees; to establish work rules and to fix and determine penalties for violations of such rules; to make judgments as to ability and skill; to determine workloads; to establish and change work schedules; and to provide and assign relief personnel.

1.04 At-Will Employment and Exceptions

Some employees of the City are employed “at-will”. This means that an employee so designated may be terminated at any time for any reason or for no reason at all, with or without notice and with or without cause.

Similarly, an employee designated as an at-will employee may resign his/her employment with the City at any time for any reason or for no reason at all, with or without notice and with or without cause.

This at-will employment relationship with the City may not be changed by any written document or oral representation unless the City Council specifically acknowledges such change in writing.

Employees represented by a collective bargaining agreement are not considered at-will employees. Employees with contractual relationships could also be exempted from at-will status depending on contractual provisions. Employees subject to collective bargaining agreements or employment contracts should consult those documents for alternative processes of discipline and separation which may apply.

1.05 Distribution

A copy of this manual shall be provided to each employee and official of the City. Each individual receiving a copy of this manual will sign and return a standard form certifying his/her receipt of, and review of the manual. The City Manager will promptly forward revisions of the manual to all affected individuals. This manual shall be available for inspection at City Hall during regular business hours.

Volunteers and Third Party Service Providers may be given excerpts pertinent to their relationship and expectations. Such excerpts may be given to individuals or a liaison that will be responsible for forwarding the same to individuals in their respective organization.

1.06 Severability

If one or more provisions of this policies manual are superseded by or become in conflict with state or federal laws, or if they are determined by a court of competent jurisdiction to be inappropriate and voided, then the balance of the manual shall remain in effect.

2. WORKFORCE

2.01 Public Servant Responsibilities

Public Servants are expected to use good judgment in their actions, especially regarding the impact of their actions upon peers and the public image of the City.

To accomplish this, it shall be the responsibility of each public servant to:

- Treat other servants and the general public in a courteous manner.
- Act in accordance with the highest ethical standards in all dealings with public officials, employees, volunteers, residents, consultants and contractors.
- Understand that discrimination based on race, color, religion, national origin, sex, marital status, sexual orientation, age, handicap, political affiliation or other protected classes is unacceptable.
- Perform job duties in a proper, efficient and safe manner and to the best of his/her ability.
- Observe at all times, all applicable work rules, policies and procedures.

2.02 Employee Types

The City's workforce is comprised of different types of employees, depending upon employment arrangements. Unless specified otherwise or addressed by a collective bargaining agreement, all employees are subject to the conditions outlined in this personnel policies manual and are subordinate to the City Manager and his/her respective department heads. The various employee types are described below.

Full-Time Employees: Full-time employees are scheduled to work forty (40) hours per week. The majority of full-time employees are members of a recognized labor organization or association and work under the provisions of a collective bargaining agreement. Such employees may also be subject to individual contracts.

Part-time Regular Employees: Part-time regular employees work for the City year-round and are regularly scheduled to work less than forty (40) hours per week, except in cases of filling in for absent co-workers or when operational needs dictate. Employees in this category are not eligible for employee benefits.

Irregular Part-time, Seasonal and Temporary Employees: Irregular part-time, seasonal and temporary employees are limited-term employees assigned to work on an as-needed

basis on a part-time or full-time basis. The City Manager shall determine the hourly rate of pay for all such employees in consultation with the appropriate department head. Employees in this category are not eligible for employee benefits.

Volunteers & Interns: Individuals doing volunteer work for the City are unpaid and do not receive fringe benefits. The City may grant such individuals monetary or non-monetary awards, including job training, as determined by the City Manager. Depending upon the work expected to be performed, the city may require pre-qualification testing, including a background check or physical. Waivers may also be required.

Probationary Employees: Some employees of the City are subject to a probationary period. Specifics regarding probation are included in in Section 3 and applicable labor agreements.

3. EMPLOYEE SELECTION AND RELATED REQUIREMENTS

3.01 Equal Employment Opportunity

It is the policy of the City of Swartz Creek to provide equal opportunity to all qualified individuals in its recruitment, hiring and employment practices and to assure that there will be no discrimination against any person on the grounds of race, color, religion, sex, age, sexual orientation, national origin, political affiliation, marital status, handicap, or other protected classes.

3.02 Accommodation of Handicaps

Michigan law requires employers to make accommodations to handicapped applicants and employees where the accommodation does not impose an undue hardship on the employer. Handicapped employees and applicants may request an accommodation of their handicap by notifying the City in writing of the need for accommodation within one hundred and eighty-two (182) days of the date the individual knows or should know that an accommodation is needed. Failure to properly notify the City will preclude any claim that the City failed to accommodate the individual.

3.03 Employment Postings

Position openings for full-time positions are posted, and in some cases advertised in news print. Applications for employment are available through the City Clerk's office.

In some cases, outside experts or consultants are used to assist the City in recruiting, testing and evaluating applicants.

3.04 Application for Position Opening

All applicants seeking employment with the City must complete a job application form. Additionally, a résumé may be required depending on the particular position. The purpose of the application is to obtain pertinent information related to the applicant's education, training and qualifications. Collective bargaining agreements may specify application and posting procedures for vacant union positions and the Police Department's Policy and Procedure Manual specifies the process for application and

selection criteria for Police Officers. Consult these documents for details. Applications submitted for full-time employment will be kept on file for six (6) months. Internal applicants are encouraged to apply.

3.05 Rejection of Applications

The City considers the accuracy of the information the applicant provides during the employment process to be of utmost importance. The City may reject employment applications or dismiss current employees if the City finds inaccuracies in the job application, submitted résumé, or related statements attachments. Further, applications may be rejected for reasons including, but not limited to, the following:

- The applicant is found to lack any of the established qualification requirements for the position to which he/she seeks appointment.
- The applicant has made a false statement on his/her application or with regard to any material facts.
- The applicant has practiced or attempted to practice deception or fraud in his/her application or résumé, in his or her examination or interview, or in securing eligibility for appointment.

3.06 Background and Reference Checks

The City will verify information provided during the application process through background and reference checks. This will include a driver's license review and driving record check to establish insurability and validity. Driving records will be checked periodically for employees who operate vehicles for City-related business.

In addition to the driver's license and driving record check, the City will contact the personal and professional references provided by the applicant, and verify criminal conviction records. Applicants may also be subject to a credit history check.

Consent forms will be provided to inform employees or applicants of the specific checks being conducted, and to obtain liability waivers.

3.07 Physical Examination and Drug Screening

Upon conditional hire, full-time employees must present satisfactory proof of physical fitness to perform job duties, with or without accommodation, and complete a drug screening. Proof of physical fitness and the drug screening must be obtained from a qualified physician as designated by the City. The cost of the physical exam and drug screening will be borne by the City. Returning seasonal employees may be required to complete this process upon each return to employment with the City.

3.08 Nepotism

To ensure fair and impartial hiring and supervision of employees, the City of Swartz Creek has established that relatives of elected or appointive officers of the City are

ineligible for hire during the tenure of their relative. Relatives are defined as persons related by blood, marriage or adoption, including spouse, child, parent, grandchild, grandparent, sibling, half-sibling, or spouse of any of the aforementioned. Further, no employee of the City shall be supervised by a relative.

Individuals who are appointive officers or employees of the City at the time a relative is elected are in no way disqualified or jeopardized by this policy. An exception to this policy is allowed for relatives of elected or appointed officers who were employed as of the initial adoption date of this edition of the Personnel Policies Manual.

3.09 Probation Period

Some employees must complete a probationary period beginning with their first day of work with the City. The length of the probationary period is typically twelve (12) months of consecutive service, but may vary, depending on the particular position or bargaining unit provisions.

During the probationary period, training is provided regarding City operations and specific job duties. Probationary employees are provided instruction and guidance from their supervisors and co-workers. Employees should seek job and performance clarification and actively participate in orientation to the City and their jobs during this period.

A satisfactory performance rating must be maintained during the probationary period in order for a probationary employee to become a regular employee. See Labor Agreements.

The City may terminate an employee's employment during the probationary period with or without cause and with or without notice. Employees are free to separate from employment with the City with or without notice and with or without reason during a probationary period.

At will employees or those employees without a bargaining agreement may have a probationary period or other conditions stipulated in an offer of employment and/or contract.

4. GENERAL OPERATING PROCEDURES

4.01 Work Day and Work Week

The City Manager, department head or collective bargaining agreement shall determine an employee's daily starting and ending times. An employee's hours of work may be rescheduled to satisfy workload demands, operational needs, or to accommodate special requests, if deemed in the interest of both parties.

In general, all full-time employees work eight (8) hours per day, and are entitled to either a paid, or unpaid lunch period of differing lengths, as specified in employer agreements. Where such agreement does not exist, lunches are unpaid. Part-time and seasonal employees may also be afforded an unpaid lunch period, depending on the length of shift and/or supervisory discretion. The full-time workweek typically consists of five (5) concurrent workdays for a total of forty (40) hours worked.

Shift start times, end times, and lunch durations may be adjusted to reflect seasonal or other needs.

Any overtime work must be specifically approved by the respective department head, and overtime pay is subject to the guidelines in Section 5, "Compensation and Classification".

4.02 Attendance

To some degree, all City jobs involve providing services to the public. Therefore, it is important that employees report to work in accordance with the start-time of his/her designated shift, leave for and return from lunch and breaks according to established schedules, and depart at the end of the day according to policies and schedules. Prompt and regular attendance is an important job performance factor. Each employee shall attend each day of scheduled work unless he or she receives authorized leave. Employees who will be reporting at a time other than their scheduled start time or who will be absent from work for the day are expected to call in as directed by their supervisor within a half hour of the scheduled start time. Unnecessary, habitual or frequent tardiness or absence will result in disciplinary action up to and including discharge.

4.03 Breaks

In addition to a lunch break, some employees, as specified in labor contracts, receive a paid rest break during the first and third quarter halves of the work day. Timing and location of breaks are subject to operational needs and, in certain instances, an employee may be required to delay or forego a break.

Breaks may not be saved, split, aggregated or used at the beginning or end of a day unless specifically approved by a supervisor in advance. Employees are expected to limit all lunch breaks to specified time limits.

Collective bargaining agreements and the Police Department's Policy and Procedure Manual specify guidelines for lunch and break periods. Consult those documents for particulars.

4.04 Courtesy

Public inquiries, questions and complaints should be addressed in a prompt and tactful manner. In dealing with confrontational individuals, all public servants are expected to remain calm and composed and, if possible, direct the individual to an appropriate person for assistance.

In addition to personal contacts, courtesy and consideration are expected of City public servants while operating a City vehicle, talking on the phone, or otherwise representing the City.

4.05 Personal Appearance

The appearance and demeanor of our public servants is important to demonstrating the professionalism of our organization and commitment to public service. For this reason,

each individual is expected to report for work each day with appropriate appearance and attire for his or her position.

Attire should be consistent with job responsibilities and should not jeopardize the safety of the individual or distract others. Anyone reporting to work in inappropriate clothing will be sent home to change. While it is not possible to describe or define every possible combination of attire, clothing should be in keeping with the image of a professional organization. The City Manager and/or department supervisor may determine whether or not attire is acceptable.

4.06 Personal Hygiene

Cleanliness is a must for all City employees. Appropriate personal hygiene provides for the individual's comfort and also for the protection and safety of fellow employees. Body odors, strong perfume, or smoke may all be particularly offensive to the public and co-workers. Employees should take pride in their personal appearance and assure cleanliness and neatness of hair, shoes, clothing and uniforms.

4.07 Drug-Free Workplace

The City of Swartz Creek is dedicated to maintaining a safe and drug-free workplace. To do so, employees must comply with the following rules:

- Public servants may not possess or use any controlled substance, except when legally prescribed by a doctor for the treatment of the employees. When controlled substances are prescribed, the public servant is required to inform his/her immediate supervisor of any restrictions pertaining to equipment or vehicle use.
- All other controlled substances or alcohol are not permitted on the City's property with the exception of items held in evidence by the Police Department. Police Officers under special assignment from the Police Chief may also be exempted from this policy.
- Public servants may not use, distribute, manufacture, dispense, or possess controlled substances or alcohol while on work time or in the workplace.
- Public Servants may not come to work under the influence of any controlled substances or alcohol. While on call, public servants are expected to remain free from the influence of controlled substances or alcohol.
- The City encourages any public servants with a chemical dependence problem or concern about chemical dependence to seek professional treatment before the problem becomes a deterrent to job performance.
- Possession, use or being under the influence of alcohol or a controlled substance while on work time or in the workplace is grounds for disciplinary action up to and including immediate termination.

The City's Drug-Free Workplace policy, contained in Appendix A of this manual, provides further detail related to the City's drug-free workplace policies. Additionally, specific rules and guidelines for random drug testing apply to those employees with a Commercial Driver's License (CDL), and provisions for drug testing based on "reasonable suspicion" are contained in collective bargaining agreements and CDL publications. Consult those documents for details.

4.08 Use of the City's Resources

Vehicles, materials, facilities and equipment owned by the City shall be used for City business only. Further, City employees shall only perform work related to City business while on work time. Specific applications include the following:

- Mail – Public servants may not use the City's postage for personal mail. Additionally, public servants should not receive personal mail or package deliveries while at work. City letterhead is to be used for official City business only.
- Vehicles – City-owned vehicles are to be used for official City business only, unless otherwise approved by the City Council or City Manager, or specified in an employment or union contract. Exceptions exist for the procurement of lunch or break services during work hours when the City-owned vehicle is the only practical vehicle option.
- Equipment, Facilities and Supplies - Equipment, facilities and supplies are to be used for City business only, including tools, machinery, computers, copiers and other office machines.
- Personnel – City personnel are only to perform work related to City business and/or projects while on work time.

Exceptions to these policies can be made and directed only by the City Manager or, in the city manager's case, the City Council.

4.09 Electronic Communications

Personal communication and entertainment devices should be limited in use to break times only or otherwise limited so as not to interfere with the conduct of business or the perception of the proper conduct of business. Supervisors retain the right to prohibit personal communication or other device use if it is found to inhibit or appear to inhibit official duties, save for during a bona fide emergency.

The City also provides and utilizes a variety of electronic communications equipment and systems to serve the residents of the community, including electronic mail (e-mail), Internet, smart phones, computer systems, facsimile equipment and telephone systems. To safeguard against electronic viruses and prevent the inappropriate uses of communications equipment and systems, the City has adopted certain electronic communications policies. These policies are specified in their entirety in the Electronics Communications Policy contained in Appendix B. It is required that all employees review Appendix B and are familiar with its content.

As stipulated in Appendix B, employees are to limit their use of electronic communications equipment, while on work time, to City-related business with the exception of incidental Internet or phone use. In all instances, public servants using the City's communications equipment and systems should not:

- Infringe on copyrights
- Retrieve, store or communicate material or information of a defamatory, fraudulent, illicit, sexual, profane or otherwise abusive nature
- Communicate materials of a harassing, discriminatory, illegal, wrongful or malicious nature
- Engage in political or religious promotions or activities while on city time
- Knowingly disseminate electronic viruses or other interference that in any way interferes with the City's or a recipient's work or electronic systems
- Hide the identity of the sender or misrepresent the sender
- Invade the privacy of others
- Copy or forward City-owned or licensed information or software for personal use or for use by another party without authorization of the City
- Allow unauthorized persons to use City-owned communication equipment or systems.
- Engage in other unauthorized activities as specified in Appendix B.

All communications systems, equipment and data are the property of the City. All messages, images or other data created, sent or retrieved using the City's communications resources are the property of the City. Employees' electronic files, messages and usage are subject to review or monitoring by the City to ensure compliance with the City's communications policy. Employees should not expect privacy when using the City's communications resources.

Information created or stored in e-mail systems is considered a public record. Confidential information, as provided by the Michigan Freedom of Information Act, should not be transmitted by e-mail.

Public servants using private communication resources to conduct city business should expect that those specific transactions may be subject to FOIA. For example, an employee or city council member that is contacted for official business on their private cell phone, social media, or email by call or message may be required to make that specific transaction/communication a public record.

Employees failing to follow communications policies are subject to disciplinary action up to and including discharge.

E-mail messages and the transfer of information through the Internet cannot always be guaranteed as secure. Any employee preparing to transmit information must include the following disclaimer or use the traditional paper mail system:

"This communication, along with any documents, files or attachments, is intended only for the use of the addressee and may contain legally privileged and confidential information. If you are not the intended recipient, you are hereby notified that any

dissemination, distribution or copying of any information contained in or attached to this communication is strictly prohibited. If you have received this message in error, please notify the sender immediately and destroy the original communication and its attachments without reading, printing or saving in any manner. This communication does not form any contractual obligation on behalf of the sender or the City of Swartz Creek and, when applicable, the opinions expressed here are my own and do not necessarily represent those of the City.”

4.10 Visitors

Visitors to City buildings or facilities or those seeking access to City property should be greeted and assisted in a courteous manner. Access should be limited to public areas unless otherwise authorized by a supervisor. Visitors within the work areas of the building(s) should be closely monitored. Employees should refrain from personal visits while working. Visitors shall not be allowed in areas of operating machinery or equipment, such as excavation sites or the DPW garage area, except during recognized breaks. Exceptions can be made for special events, bring your child to work day, and similar occurrences with prior approval of the city manager.

4.11 Care of Equipment

The City of Swartz Creek possesses and maintains a wide array of costly equipment and rolling stock. Public servants are expected to follow prescribed procedures for equipment and vehicle usage, refrain from equipment abuse and guard against equipment loss.

Should a public servant encounter equipment malfunction or be involved in an accident, the incident should be immediately reported to the appropriate supervisor or department head. Intentional equipment abuse, careless use of equipment, or habitual loss of equipment may result in disciplinary action, up to and including discharge.

4.12 Expense Advances and Reimbursements

The City will advance funds and reimburse certain expenses incurred on behalf of the City. Out-of-state or overnight business travel must be approved in advance by the City Manager. To obtain an advance, the proper form must be completed and submitted to the City Manager or his/her designee. To support an advance or to obtain reimbursements, the proper voucher must also be completed and submitted to the City Manager or designee with supporting receipts.

Meals reimbursements, including tax and tip, are subject to maximums, unless otherwise approved by the City Manager. Please refer to the City’s travel policy, contained in Appendix C, for additional information on meals reimbursement and other reimbursement and authorization policies.

4.13 Employment and Credit Checks

All requests for personnel information from non-City personnel shall be referred to the City Clerk or his/her designee. Information provided will be limited to confirmation of employment, job title, date of hire, and if applicable, date of separation – unless written authorization is provided by the employee. In this event, actual wage information will be

provided in response to specific oral and written requests after the employee has signed a release.

4.14 Political Activity

The City does not discourage political participation or activity. However, certain restrictions are imposed to ensure the integrity and impartiality of the City. In this regard:

- Employees of the City shall not engage in political activities on behalf of a candidate for partisan or non-partisan election during those hours when the employee is being compensated for the performance of his/her duties as a City employee. This includes distributing or circulating literature or paraphernalia for or against an issue or candidate.
- Solicitation and/or distribution of literature, including signing and circulating petitions for candidates, propositions and other political matters, is prohibited during working hours or in work areas. Working hours include the actual working time of both the individual performing the solicitation or distribution and the employee to whom it is directed.
- Employees of the City shall not solicit or receive or be in any manner concerned in soliciting or receiving any assessment, subscription or contribution for any political party or any political purpose whatsoever, during those hours when the employee is being compensated for the performance of his/her duties as a City employee.
- Employees involved with political campaigns shall do so as private citizens. Employment status with the City shall not be referenced when campaigning for or against any candidate or ballot issue, question or proposal. Employees involved with political activity shall neither claim to represent the City nor claim their views or opinions reflect the views or opinions of the City.
- Equipment, materials and supplies belonging to the City, including the City's letterhead, business cards or other such material supplied by the City, shall not be used in support of political activities.

Employees who violate these restrictions on political activity are subject to disciplinary action up to and including discharge. Elected and appointed officials are exempt from this section.

4.15 Harassment

The City of Swartz Creek will not tolerate harassment in the workplace; each public servant has a right to work in an environment free from intimidation. This policy applies equally to all unlawful forms of harassment in the workplace including sexual, ethnic, racial, religious, age, sexual orientation, handicap, or other protected classes.

Harassment consists of unwelcome or discriminatory conduct, whether verbal, physical or visual that:

- Affects tangible job benefits
- Interferes unreasonably with a public servant's work performance
- Creates an intimidating, hostile or offensive working environment.

Any public servant or applicant who believes that he or she has suffered harassment should report the incident(s) directly to his/her department head, the City Manager, Mayor, or to a City Council member. The City will not tolerate retaliation against any individual reporting a violation of this policy. Violation reports should progress through immediate supervision unless the supervisor is engaged in or compromised by said harassment or if there are other extenuating circumstances.

In determining whether the alleged conduct constitutes harassment, the totality of the circumstances, the nature of the harassment, and the context in which the alleged incident(s) occurred will be investigated.

The City considers harassment to be a serious offense, which will result in disciplinary action up to and including dismissal of the offender, regardless of the offender's position with the City.

Please review the City's formal sexual harassment and unwanted conduct policy, contained in Appendix D, for greater detail on this particular type of harassment, and the guidelines and procedures to be followed for allegations and investigation of issues of harassment more generally. The Police Department's Personnel Policy Manual also contains particular procedures for that department.

4.16 Workplace Violence

The City of Swartz Creek is committed to reducing the potential for workplace violence. In this regard, it is the policy of the City to prohibit acts or threats of violence by any party, directed toward employees, citizens, elected officials, visitors to the City's facilities or others.

Related to this policy, the City is committed to the following:

- Providing a safe and healthful work environment, consistent with health and safety rules. To assure this outcome, any person making threats, exhibiting threatening behavior or engaging in violent acts will be removed from City property.
- Taking prompt remedial action, up to and including discharge or criminal prosecution against any public servant who engages in threatening behavior or acts of violence.
- Taking appropriate action against any non-employee who engages in such behavior, up to and including criminal prosecution. This includes both former employees and visitors to City facilities.
- Prohibiting unauthorized firearms or other weapons on City premises.

All employees are responsible for notifying their department head or the City Manager of threats, threatening behavior or violent acts that they have been subjected to, or witnessed. Employees who display a tendency to engage in violent, abusive or threatening behavior will be referred to the City's health plan for counseling or other appropriate treatment. Such employees will also be subject to disciplinary action, up to and including discharge. The City will not tolerate retaliation against any employee reporting a violation of this policy.

4.17 Concealed Weapons

City employees, other than police officers, may not carry a concealed weapon, as defined by the State's Concealed Weapons Act, while on-duty, regardless of whether or not an employee has obtained a license to carry a concealed weapon. On-duty is defined as the hours between which an employee reports for work and the time the employee leaves work, including overtime work and call-outs, emergencies and required attendance at meetings of the City of Swartz Creek – whether such meetings occur during or after normal working hours.

An employee found to carry a concealed weapon, as defined by the Act, while on-duty will be subject to disciplinary action up to and including discharge.

4.18 Smoking and Other Tobacco Products

The City acknowledges the health and safety benefits of a smoke-free workplace. Therefore, smoking, including vaporizers and all similar electronic cigarettes/cigars, is prohibited in all City buildings and all City vehicles and equipment.

Public servants wishing to smoke on City-owned property must do so during their break periods, and in designated smoking areas. All public servants are expected to properly extinguish and discard any litter that may result from smoking.

Public servants wishing to use smokeless tobacco must do so during their break periods and away from public areas where the public can observe such activity. Public servants using smokeless tobacco must properly discard any associated litter.

4.19 Safety

The City has established safety rules, regulations and programming which may be City-wide or apply only to a specific department or activity. Each employee, including volunteers, must be familiar with applicable safety rules and follow prescribed courses of action. No employee should perform any work tasks, or take any action which may endanger the employee, another employee or the public. If an employee is in doubt about the safeness of a situation, the employee should report his/her concerns to the immediate supervisor and/or department safety representative prior to engaging in the activity.

4.20 Right-To-Know

The City complies with federal and state Right-To-Know laws. In this regard, the City will make every effort to provide information to employees about any hazardous chemical to which they may be exposed. Right-To-Know information is posted near the

areas in which employees, including volunteers, may be exposed to chemicals or other potentially hazardous materials. Employees are required to read and be familiar with all posted materials.

4.21 Gifts and Gratuities

As public servants, services must be rendered and business contracts awarded without favoritism or the suggestion that gifts and/or gratuities are expected in return. Related, no gifts or gratuities should be solicited or accepted by City of Swartz Creek employees. The City Manager may approve the acceptance of gifts presented for the benefit of the City as a whole, its employees and the public. If a situation should arise that an employee considers inappropriate, he or she should promptly report it to his/her department head or the City Manager.

4.22 Outside Employment

A City employee wishing to work for another employer in addition to his or her City employment must notify his/her department head of the nature of the job and the hours of work. The department head will determine whether a conflict of interest exists or if the employee's ability to perform the City's position effectively will be hampered. Additional information regarding the conditions and stipulations of outside employment for Police Officers can be found in the bargaining agreement.

Employees may not wear a City uniform or related apparel furnished by the City in performing outside work. Employees found to be working on outside employment during scheduled working hours with the City will be subject to disciplinary action up to and including immediate dismissal.

4.23 Personal Articles in the Workplace

The City is not responsible for loss or damage to personal articles or items brought into the workplace. Some exceptions are made for Police Officers as defined in the collective bargaining agreement.

4.24 Key and Property Dispersal

Keys to City buildings, facilities or equipment may be issued to employees, officials, emergency personnel, and other affiliates upon proper completion of key dispersal forms. Keys are never to be duplicated, given or lent to anyone, including a fellow public servant. Lost or unknown keys should be reported to the appropriate supervisor.

Employees, officials, and city affiliates may also be granted the use of cell phones, pagers, laptops, and other equipment upon completion of the property dispersal forms. Individuals are responsible to operate and maintain such property and must return such property upon leaving employment or at the request of the city manager.

4.25 Internal Complaint/Grievance Procedure

The purpose of the City's internal complaint/grievance procedure is to establish a process for fair, consistent treatment of any employee grievance arising from employment with the City.

Employees subject to collective bargaining agreements should reference the applicable contract for alternative procedures.

To foster sound employee-employer relations through communication and reconciliation of work-related problems, the City provides employees with an established procedure for expressing employment related concerns in addition to the contract specified grievance procedures.

In situations where employees feel a complaint is in order, the following steps should be taken:

1. If employees believe that they have a legitimate work-related complaint, employees are encouraged to first attempt to resolve the issue(s) through discussions with their immediate supervisor.
2. If the situation is not resolved within five (5) working days from the time the complaint is discussed with the employee's immediate supervisor, barring extenuating circumstances, it should be brought to the attention of the city manager with written documentation.

The City will attempt to resolve the complaint within a reasonable period of time while preserving the confidentiality and privacy of those involved to the extent possible.

4.26 Romantic Relationships

Consenting "romantic" or sexual relationships between a supervisor/manager and an employee may at some point lead to unhappy complications and significant difficulties for all concerned - the employee, the supervisor/manager and the City. Any such relationship may, therefore, be contrary to the best interests of the City.

Accordingly, the City strongly discourages such relationships and any conduct (such as dating between a supervisor/manager and an employee) that is designed or may reasonably be expected to lead to the formation of a "romantic" or sexual relationship.

By its discouragement of romantic and sexual relationships, the City does not intend to inhibit the social interaction (such as lunches, dinners or attendance at entertainment events) that are or should be an important part or extension of the working environment; and the policy articulated above is not to be relied upon as justification or excuse for a supervisor's/manager's refusal to engage in such social interaction with employees.

If a romantic or sexual relationship between a supervisor/manager and an employee should develop, it shall be the responsibility and mandatory obligation of the supervisor/manager promptly to disclose the existence of the relationship to the city manager. The employee may make the disclosure as well, but the burden of doing so shall be upon the supervisor/manager.

The City recognizes the ambiguity of and the variety of meanings that can be given to the term "romantic". It is assumed, or at least hoped, however, that either or both of the parties to such a relationship will appreciate the meaning of the term as it applies to either or both of them and will act in a manner consistent with this policy.

Upon being informed or learning of the existence of such a relationship, the city manager may take all steps necessary and as deemed appropriate. At a minimum, the employee and supervisor/manager will not thereafter be permitted to work together on the same matters (including matters pending at the time disclosure of the relationship is made), and the supervisor/manager must withdraw from participation in activities or decisions (including, but not limited to, hiring, evaluations, promotions, compensation, work assignments and discipline) that may reward or disadvantage any employee with whom the supervisor/manager has or has had such a relationship.

In addition, and in order for the City to deal effectively with any potentially adverse consequences such a relationship may have for the working environment, persons who believe that they have been adversely affected by such a relationship, notwithstanding its disclosure, are encouraged to make their views about the matter known to the city manager.

This policy shall apply without regard to gender of the participants in a relationship of the kind described.

4.27 Open Door Policy

The City promotes an atmosphere whereby employees can talk freely with members of the management staff. Employees are encouraged to openly discuss with their supervisor any problems, so appropriate action may be taken. If the supervisor cannot be of assistance, the city manager is available for consultation and guidance. The City is interested in all of our employees' success and happiness. We, therefore, welcome the opportunity to help employees whenever feasible.

4.28 Searches

From time to time, the City may conduct internal investigations pertaining to security, auditing or work-related matters. Employees are required to cooperate fully with and assist in these investigations if requested to do so.

Whenever necessary, in the City's discretion, work areas (i.e., desks, file cabinets, etc.) and personal belongings (i.e., brief cases, handbags, etc.) may be subject to a search without notice. Employees are required to cooperate.

The City will generally try to obtain an employee's consent before conducting a search of work areas or personal belongings, but may not always be able to do so.

4.29 Audio and Video Recording

It is a violation of City policy to record conversations with a camera, tape recorder, or other recording device unless prior approval is received from your supervisor or the city manager, unless all parties to the conversation give their consent.

The purpose of this policy is to eliminate the unsettling effect on the expression of views that may exist when one person is concerned that the conversation with another is being secretly recorded. This concern can inhibit spontaneous and honest dialogue especially when sensitive or confidential matters are being discussed.

Violation of this policy will result in disciplinary action, up to and including immediate termination.

Meetings of official bodies subject to the Open Meetings Act, as well as gatherings of authorized affiliations such as the Historical Commission, are exempt from this provision.

4.30 Public Relations/Media

The City of Swartz Creek will generally provide a response to media inquiries within 24 hours of receipt. Individuals designated to speak on the City's behalf are the City Manager or designee. No one other than these individuals (with the exceptions noted below) should represent the City's position to the media.

Exceptions: When inquiries require a detailed technical explanation, a spokesperson may be designated to address a particular issue. That spokesperson will usually be a senior volunteer leader, senior staff person or outside expert who is qualified to speak on the City's behalf on the issue in question.

Procedure: All media inquiries, whether verbal or written, are to be directed to the City Manager who will evaluate the request and answer or direct it as appropriate.

All press releases will be issued as deemed necessary and relevant by the City Manager or designee. The City Manager will approve all press releases prior to distribution. In addition, press releases that include quotes by staff will be approved by the individual quoted. Staff who work with organizations seeking approval for press releases that mention the City of Swartz Creek must send such releases to the City Manager for review prior to distribution. Inquiries should be directed to the City Manager.

4.31 Use of City Vehicles

Purpose

1. To standardize the use of city-owned vehicles;
2. To provide standard funding toward on-going maintenance and daily expenses for those public servants driving;
3. To reduce maintenance and overall expenses for the City car fleet and related traveling expenses; and
4. The City recognizes that certain employees are required to be "on-call" during off-duty hours. This policy is intended to assure that these employees are able to have the vehicles at their disposal to fulfill the duties of their positions while at the same time ensuring that those uses are authorized and permitted by the City.

Procedures

Employee's with a designated City vehicle:

1. City employees must leave city-owned vehicles on city-owned property nearest to their main office when they leave for the workday. The City Manager may give approval with limited exceptions to this policy only when there is a specific demonstrated business need to take the city-owned vehicle to another location.
2. A log book must be maintained by the employee. The Finance Director shall report the employee's personal use of the City vehicle while not "on call" as a taxable fringe benefit to the Internal Revenue Service (IRS). If the employee fails to maintain a legible log book of the employee's off-duty use of an unmarked vehicle, then all of such off-duty use of the vehicle, whether "on call" or "off call", will be deemed to be personal use that is reportable as a taxable fringe benefit.
3. Employees who must use marked vehicles during off-duty hours to respond to emergency calls, may with the prior approval of the City Manager, use the City's unmarked vehicles while "on call" during off-duty hours, they may also use such vehicles to travel to and from the employee's home. Any other personal use of the City's vehicles during off-duty hours is strictly prohibited.
4. An employee with an employment agreement will be allowed to follow the agreement for City vehicle use, travel compensation, and/or car allowances.

Public Servants' utilizing a non-designated City vehicle for City business:

1. The only reimbursement or compensation individuals will receive for transportation purposes is for specific mileage reimbursement, unless designated in an employee contract. When a City vehicle is not available, a servant who uses their own vehicle for strictly a City purpose shall receive mileage reimbursement based on the current IRS reimbursement standard rate. If a servant uses their own vehicle when a City vehicle is available, then the individual shall be reimbursed at a rate of 1/4 of IRS reimbursement standard rate.
2. The servant must submit the reimbursement application within seven (7) days. Day, time, start location, end location, and calculation of total miles must be submitted with the application. The City Clerk or designee shall pre-approve this reimbursement method when feasible. A servant with a need to conduct City business, who does not have a designated City car, may sign out a City-owned car with their respective department.

5. CLASSIFICATION AND COMPENSATION

5.01 Compensation Philosophy

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

- The wages of full-time employees that are not members of a bargaining unit are negotiated individually and included in an employment agreement.

- The wages of part-time and seasonal employees are established by City administration and may be adjusted periodically if deemed appropriate by the City.

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

5.02 Job Classification

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

The City Manager is charged with maintaining the classification system modifying the system as appropriate. An employee seeking a job reclassification should present his/her request to the City Manager for review. The City Manager is responsible for making an appropriate determination on the reclassification request.

5.03 Longevity

Only employees in particular bargaining units are eligible for longevity. Employees should reference their bargaining agreement to determine both eligibility and the particular schedule of payouts.

5.04 New Hires

The majority of full-time employees are covered by collective bargaining agreements with wage levels and pay progression specified by formal contract. In regard to other employees, the starting rate of new employees will be assessed on a case-by-case, or classification-by-classification basis, and established at a level that meets the City's organizational needs and/or market demand.

5.05 Employees Returning from Military Service

An employee who leaves or has left the City service to enter the active service of the armed forces of the United States will be reinstated after completion of military duty in accordance with state and federal laws applicable to the particular situation.

5.06 Overtime for Non-Exempt Employees

Union employees will find language governing overtime in their union contracts. Other non-union employees who are defined as non-exempt by the Fair Labor Standards Act (FLSA) will be compensated for overtime work at the rate of time and one-half (1.5) for all time worked over forty (40) hours in a week.

5.07 FLSA Exempt Employees

Employees who are defined as exempt by the FLSA may be required to work more than forty (40) hours in a particular workweek to satisfy work demands. Overtime pay is not provided to exempt positions. See designations in contracts or labor agreements.

FLSA exempt positions, including, though not limited to, supervisory positions represented by the Supervisor's Association may request flex schedules and/or compensatory time in cases in which work hours have exceeded reasonable limits, as defined by the City Manager. The City Manager will review such requests and grant or deny such schedules or compensatory time. The City has full discretion regarding compensatory time – there is no vested right to this benefit for FLSA exempt employees. Such time shall not be banked, accrued, or carried over in any form for monetary payout or to offset the use of other forms of time off.

5.08 Unexcused Weather-related Absence

The city manager shall have the ability to close non-essential offices and functions of the city due to weather conditions or incidents of a similar nature. Management shall attempt to ascertain conditions as soon as possible and disseminate notification via phone, text, or other means as quickly as possible. For closures prior to the scheduled start of a shift, the employer shall attempt to notify impacted staff 30 minutes prior to the beginning of said shift. Employees scheduled to work during the affected time period need not report to work in such instances and may still receive pay for time not served due to closure. Employees who are found absent due to snow, other acts of nature or weather when City offices remain open to the public will be charged vacation time. If the employee does not have vacation time, absent time may be used. If no such time remains, the time will be Approved Leave Without Pay as defined by this manual.

5.09 Transfers

A transfer is an assignment to a position with comparable duties, responsibilities, authority, and compensation. Transfers between departments require the approval of the City Manager.

Union employees should consult their contract for provisions governing transfers.

5.10 Promotions

A promotion is a change in work assignment that results in an expanded scope of job duties and responsibilities. An employee can be promoted to fill an existing, vacant classification; or an employee's position can be reclassified if duties and responsibilities have been expanded over time. Management may grant promotions based upon education, performance, experience, and related attributes. Such promotions may result in an increase in pay.

Union employees seeking promotions within a bargaining unit should consult their contract for provisions governing promotions.

5.11 Performance Evaluations

An evaluation system may be used to conduct annual performance evaluations at the City's discretion. At the conclusion of the appraisal process, evaluation forms will be filed in the employee's personnel file. Employees have the right to read and discuss their evaluation, and submit a statement covering points of disagreement to their official personnel file. Should the City employ performance evaluations, guidelines will be established and articulated to employees.

5.12 Personnel Files

Personnel files containing job performance records, benefits data, and related employment information are maintained on each employee. The files are considered strictly confidential with access allowed for very limited reasons as specified by federal or state law. The files are maintained by the City Manager.

Employees are legally entitled to review their file's contents upon reasonable notice. The City Manager, or his/her designee, will at all times, observe the review of personnel files to protect against tampering. Copies of file contents may be obtained for a reasonable copy fee.

5.13 Pay Periods and Paychecks

Pay periods cover two (2) weeks, beginning every other Saturday and concluding every other Friday. Pay shall not be released to anyone other than the employee unless a written note, signed by the employee, is provided. Direct deposit shall be the method of payment for all employees unless a special waiver is granted by the City Manager due to extenuating circumstances.

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

6. TERMINATION OF EMPLOYMENT

6.01 Voluntary Termination

The City desires written notification to the City Manager of an employee's resignation at least two (2) weeks prior to the effective date of resignation, or as designated within particular contracts or labor agreements. Advance notice will allow the City to process paperwork and payments due the employee. Employees resigning will be paid for actual time worked. Employees providing a minimum of two weeks notification of separation will also be paid for earned, unused absent leave and vacation days.

In the case of retirement, it is recommended that an employee provide the City Manager with as much notice as possible; a minimum of thirty (30) days is requested. This advance notice will ensure that retirement issues are satisfactorily addressed prior to the actual date of retirement.

6.02 Involuntary Termination

Some employees of the City are at-will employees. An employee classified as at-will can be dismissed at any time, with or without notice and with or without cause. Conversely, employees are free to separate from employment at any time, with or without notice and with or without reason.

Employees subject to collective bargaining agreements or employment contracts should consult those documents for layoff provisions and alternative processes of discipline and separation which may apply.

6.03 Exit Interview

In the event of separation, voluntary or involuntary, the employee is encouraged to engage in an exit interview with the City Manager or his/her designee. It is the responsibility of the applicable supervisor to ascertain an employee's desire to participate in the exit interview, and to schedule the interview.

6.04 Return of Property

A public servant or city affiliate separating from employment or otherwise terminating their relationship with the City shall return all City-owned equipment, uniforms, property, City identification badges, and all building and equipment keys. Payment for services rendered by contract or accumulated cash-equivalent benefits due employees upon termination of employment with the City is conditioned upon full compliance by the employee of all requirements for the return of all City-owned and issued property and equipment as certified in writing by the employee's department head and approved by the City Manager. The City may take appropriate action including legal prosecution for such City-owned items that are not returned by a separating employee.

7. EMPLOYEE DISCIPLINE

7.01 Rules of Conduct

The City has certain rules of conduct that must be followed if the organization is to operate in a safe and efficient manner. Employee cooperation is essential; therefore, each employee is required to familiarize himself/herself with the Rules of Conduct listed below and any department-level rules that may exist.

An employee committing any of the following offenses may be subject to disciplinary action including immediate discharge. This list is provided as guidance. It is not all-inclusive; there may be other circumstances that result in disciplinary action or dismissal.

- Insubordination
- Rudeness to or mistreatment of others; offensive language or conduct
- Possession of, dispensing, consuming or being under the influence of alcohol or narcotics
- Dishonesty or falsification of documents

- Willful damage, carelessness or negligence with City property or money
- Disregard for safety rules
- Neglect of duty, inefficiency, incompetence, unsatisfactory performance ratings or other poor work performance
- Irregular attendance, excessive absenteeism, excessive tardiness, or absence without notification or permission
- Committing unlawful acts, violating City rules or regulations, or inducing other employee(s) to do so
- Solicitation or acceptance of gifts, fees, valuables, or any form of payment intended to gain favorable treatment
- Posting or removing bulletin or media notices without proper authorization
- Fighting and disorderly conduct
- Gambling while on duty
- Sleeping on duty
- Theft
- Conviction of a felony
- Unauthorized possession of weapons
- Violation of other conditions or procedures specified within this policies manual or through department-level mandates.

Disciplinary procedures are specified in labor agreements or employment contracts.

8. PAID AND UNPAID LEAVE TIME

8.01 Holidays

The following dates shall be recognized as paid holidays for full time employees:

- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Dr. Martin Luther King Day
- Presidents Day
- Thanksgiving Day
- Friday following Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve (Full Day)
- Employee's Birthday.

Employees should consult their labor agreements for additional information regarding the use of, and compensation of holidays.

8.02 Vacation Leave

Detail regarding vacation time accrual and usage is contained in the various labor agreements and individual contracts. Employees with employment agreements may have other accrual schedules and conditions of use.

8.03 Absent Leave

Absent leave is provided to all full-time employees that have successfully completed their probationary period. Eligible employees are credited with ninety-six (96) hours of absent leave on January 1 of each year for use in that calendar year or as specified by labor agreements or contracts. If, at the end of a calendar year, an employee has unused absent leave, the employee will be paid for accrued absent leave, up to a maximum of seventy two (72) hours. No unused absent leave may be carried over for use in a subsequent calendar year.

Absent days are intended to be used for the employee's personal illness, to care for an immediate family member, medical and dental appointments, or for lost time due to an injury, whether occurring in the workplace or otherwise, that is not covered by other compensation or benefit. "Immediate Family" is defined as the employees' spouse, children, siblings, parents, grandparents, legal dependents or similarly defined immediate relatives of the employees' spouse. All absent leave should be approved in advance by the employee's immediate supervisor and shall be used in increments of no less than one (1) hour. Prior to the return from any absent leave, the City reserves the right to require medical documentation that the employee is capable of performing the duties associated with his or her position.

Employees should reference their applicable labor agreement for additional information regarding absent leave notification, use and buyback provisions.

8.04 Jury Duty Leave

A full-time employee who serves on jury duty will be paid the difference between his or her pay for jury duty and his or her regular pay. Employees who are dismissed early from jury duty are required to report back to work. Employees are responsible to bring the check to the City Clerk for deposit and reconciliation of payroll in order to receive the difference in pay.

8.05 Funeral Leave

Employees shall be allowed up to four (4) working days with pay as funeral leave days for the death of a member of the immediate family. "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 step-father.

Employees shall be allowed up to a maximum of eight (8) hours paid funeral leave to attend the funeral of an uncle, aunt, spouse's aunt and uncle, niece or nephew. The City Manager may also authorize funeral leave of up to eight (8) hours for the attendance of an employee at the funeral for a deceased or retired City employee or official.

Funeral leave must be used within 20 calendar days unless prior arrangements are made with the City Manager for extenuating circumstances.

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

Employees should consult the applicable labor agreement for additional information regarding funeral leave.

8.06 Personal or Educational Leave

The City's labor agreements contain stipulations for personal and educational leave. However, these are unique to different bargaining units and employee groups. Employees should consult their contracts to determine what is, and is not allowable for their particular group.

8.07 Military Leave for National Guard or other Reserve Units

Employees who participate in the National Guard or other reserve units of the United States Armed Forces will be provided time off for military exercises or service in accordance with applicable state and federal laws. The City will pay the difference between the employee's reserve/military pay and regular wage, provided that proof of service and pay is submitted. The limit for this pay subsidization is a maximum of two (2) weeks per year.

8.08 Family and Medical Leave Policy

As a governmental entity, The City of Swartz Creek complies with all statutory requirements of the Family and Medical Leave Act of 1993. The Act provides for up to twelve (12) weeks of unpaid leave for "eligible" employees requiring time away from work due to serious personal illness, to care for a seriously ill family member or following the birth or adoption of a child.

Eligibility for FMLA is subject to certain criteria included in the Act, including the requirement that the employee work at a location in the United States or in any territory or possession of the United States where at least fifty (50) employees are employed by the employer within seventy-five (75) miles. Because the City of Swartz Creek meets this threshold, City employees are eligible for FMLA leave.

See Appendix E for further information regarding the benefits, requirements and limitations of the Act.

8.09 Approved Leave Without Pay

Approved absences of any length of time during which an employee receives no pay will require the employee to be responsible for the cost of all fringe benefits for the employee and any dependents during this period. The cost to the employee will be calculated as follows: the rate that was in effect on the first day of the employee's absence will be used to calculate the employee's cost for this period. Each fringe benefit amount will be

pro-rated based on the number of work days in that month excluding all Saturdays and Sundays. The pro-rated amount will be multiplied by the number of days the employee is absent. This amount will be deducted from his/her next payroll check

8.10 Unapproved Leave

Unapproved absences of any length of time are subject to disciplinary action and will not be paid, including all fringe benefits for the employee and any dependents. During this time period the cost to the employee will be calculated as follows, the rate that was in effect on the first day of the employee's absence will be used to calculate the employee's cost. Each fringe benefit amount will be pro-rated based on the number of work days in that month excluding all Saturdays and Sundays. The pro-rated amount will be multiplied by the number of days the employee is absent. This amount will be deducted from his/her next payroll check. Unapproved absences of more than three (3) consecutive days may be considered a resignation.

9. HEALTH AND WELFARE BENEFITS

9.01 Coverage and Eligibility

Full-time regular employees are eligible for health and welfare benefits per the specifics of their labor contract or employment agreement. Collective bargaining agreements contain provisions related to health and welfare benefits, and procedures for modifying coverages, benefit offerings, or benefit levels. Reference your contract for specifics.

9.02 Health Insurance

The City of Swartz Creek maintains medical, dental, vision, short-term disability and long-term disability insurance for full-time employees, and their dependents, where applicable. Plan documents which detail policies, coverages, limitations and other important information are available in the City Manager's office.

All employees and retirees receiving the benefit of dependent health insurance coverage are responsible for informing the City Manager of the coverage eligibility status of dependents. Employees will be held responsible for the City's cost of dependent coverage when coverage is provided while the dependent is ineligible.

Employees should consult their collective bargaining contract for details regarding health insurance coverage.

9.03 Continuation of Health Insurance Benefits Upon Termination

If an employee's employment terminates for reasons other than retirement, health insurance coverage will be made available at the employee's expense at group rates according to guidelines established by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) which may include an administrative fee, permitting employer eligibility for COBRA benefits. COBRA requires that employers, under certain circumstances, offer qualified employees the option to continue to select insurance coverage at the employee's expense for limited time periods.

Employees that take a normal retirement under provisions of the City's retirement programs shall receive payment for a portion of coverage for medical care/hospitalization for the retired employee and spouse. This coverage will continue until age 65. Specifics are available through the City Manager's office. Employees should also consult their collective bargaining contract for details regarding retiree health care conditions and stipulations.

9.04 Life Insurance

The City provides group term life insurance for full-time employees in varying amounts to different labor groups. Additionally, employees with employment agreements may have different conditions.

Employees should consult their collective bargaining agreement for details regarding life insurance coverage.

9.05 Retirement Plans

The City participates in different retirement plans for its full-time employees depending on the bargaining unit and date of hire. Some employees are provided retirement plans with a defined benefit provision. In this case, a fixed monthly retirement amount is determined based on years of service, historic wage levels and a predetermined multiplier. Employees in these plans must contribute a percentage of earned income to support the system. Though vested at an earlier point, employees must meet established service requirements to qualify for full retirement.

Other employees participate in defined contribution retirement plans. In this case, the City contributes a set percentage of earned income into a tax-deferred retirement account. Employees may be required to contribute a "match" amount in pre-tax dollars. The retirement account is invested per the employee's instructions and grows tax-free until withdrawn in retirement.

For further information regarding vesting periods and specific pension benefits, consult the City Manager's office. Collective bargaining agreements stipulate varying retirement and pension benefits. Reference your contract for details.

9.06 Worker's Compensation

The applicable Worker's Compensation laws cover each employee. Employees are responsible for immediately reporting any work-related injury, no matter how slight, to their supervisor. Supervisors shall then inform the City Clerk and City Manager. Employees or their representative is responsible for filling out the workers compensation form within three business days. Forms are available at the City Clerk's office.

In the case of illness or injury on the job for which an employee receives payment for lost wages under the Worker's Compensation Law, the employee will receive a supplemental salary payment which, depending on the bargaining unit or employment agreement, will be some percentage between the Worker's Compensation pay level and the employee's base rate of pay. This pay difference will be paid only during the period that an

employee is eligible to receive Worker's Compensation payments and, regardless, will end after twenty six (26) weeks. During the period of Worker's Compensation payments for lost wages, employees are also eligible to receive payment coverage for certain employee benefits for a six (6) month period. Collective bargaining agreements stipulate varying conditions for worker's compensation administration and benefits. Reference your contract for details.

9.07 Unemployment Compensation

The City participates in the State of Michigan unemployment insurance program according to statutory guidelines. Terminated employees are advised to refer questions of benefit eligibility to any office of Michigan Works.

9.08 Social Security

All employees of the City are covered by Social Security, a federally administered plan for supplemental old age pensions and survivor's insurance. Questions concerning Social Security benefits and coverage should be directed to any Social Security office.

9.09 Professional and Trade Associations

The City will reimburse some or all of the expense associated with membership in certain professional or trade associations. Prior approval of the City Manager is required. Reimbursement is subject to budgetary constraints and is not guaranteed.

9.10 Uniforms and Safety Attire

The City provides uniforms, safety equipment and gloves for eligible employees and volunteers. Uniforms, equipment, and other attire required as part of an individual's personal protective equipment shall be worn in accordance with applicable regulations and the direction of the respective supervisor. Consult your collective bargaining agreement for details.

APPENDIX A
DRUG FREE WORKPLACE POLICIES

APPENDIX A

CITY SWARTZ CREEK DRUG FREE WORKPLACE POLICY

1. Purpose

- 1.01 The purpose of this policy is to eliminate substance abuse and its effects in the workplace.
- 1.02 Involvement with drugs and alcohol can take its toll on job performance and safety. The City's concern is that servants are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public, as well as themselves.
- 1.03 This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of the City Manager, department heads and other employees. Briefly stated, the City will act to eliminate any substance abuse, which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to City or private property, or to the City's reputation. Employees violating this policy will be subject to discipline, up to and including discharge.

2. Policy

- 2.01 It is the policy of the City that employees shall not be under the influence of alcohol or drugs while subject to being called to work, nor report for work following the use of alcohol or drugs.
- 2.02 The possession and/or use of illegal substances while on duty or while on City property is strictly prohibited and will not be tolerated. Possession alone is grounds for discipline up to and including discharge.
- 2.03 The use of medically prescribed medications and drugs is not a violation of this policy. However, it is the responsibility of the employee, including volunteers, to notify his/her supervisor, prior to beginning work, of any substance, which to the employee's knowledge, might interfere with the safe and effective performance of duties or operation of City equipment. Failure to do so can result in discipline, up to and including discharge. In the event there is a question regarding an employee's ability to perform safely and effectively the duties of his/her job or operation of City equipment as a result of medications or drugs, clearance from a qualified physician may be required.
- 2.04 The City reserves the right to search, without employee consent, all areas and property in which the City maintains control or joint control with the employee. The City may also notify the appropriate law enforcement agency that an employee may have illegal drugs in his or her possession.
- 2.05 An employee, including volunteer, reasonably believed to be impaired and under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be requested to remain at the work site for a reasonable time until he or she can be safely transported from the work site.

3. Responsibility

3.01 Employee Responsibilities

An employee, including volunteers, must:

- Not report to work or be subject to duty while his/her ability to perform job duties is impaired due to on- or off-duty alcohol or drug use.
- Not possess, provide, or use impairing drugs (illegal drugs and prescription drugs without a prescription), or drug paraphernalia during working hours or while subject to duty, on breaks, during meal periods or at any time while in a City-operated facility or vehicle or on City property.
- Not possess, provide, or use alcohol during working hours or while subject to duty, on breaks, during meal periods or at any time while in a City-operated facility or vehicle or on City property.
- Submit immediately to an alcohol and drug test when requested by management.
- Notify his/her supervisor, before beginning work, when taking any medications or drugs, prescriptions or non-prescription, that the employee knows, or should know, may interfere with his/her safe and effective performance of duties or operation of City equipment.

3.02 Management Responsibilities

Supervisors and department heads are responsible for:

- Communication of and enforcement of this policy.
- Assuring that standards for drug testing programs are clearly communicated to all employees, including volunteers, and are administered consistently throughout the City.

4. Definitions

4.01 **Substance abuse** in this policy is defined as the use and/or abuse of alcohol, illegal drugs, prescription drugs or any other substance, which may impair an employee's ability to safely and effectively perform the functions of the particular job.

4.02 **Under the influence** includes being in a drug/alcohol induced physical or mental condition which (1) creates a risk to the safety or well-being of the individual, other employees, or public or private property; or (2) impairs judgment, performance or behavior, including the ability to perform assigned tasks or fulfill employment obligations; or (3) tests positive for drugs or alcohol.

4.03 **In the workplace** refers to entry upon or presence on City property, including the parking lot, driveway or any other City premises or work sites such as City vehicles

or private vehicles parked on City premises - or when on City business in any location.

- 4.04 **Drug free** means the prohibition of the manufacture, distribution, dispensing, possession or use of controlled substances (including alcohol) and associated paraphernalia. This also includes the misuse or abuse of prescription drugs, as well as attempting to enter or being in the workplace under the influence of alcohol, drugs or controlled substances.
- 4.05 **“Reasonable suspicion”** is a belief, based on objective facts, sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol to the extent that the employee’s ability to safely perform the functions of the job is impaired.

Any of the following (but not limited to the following), alone or in combination, may constitute reasonable suspicion:

- Slurred speech
- Alcohol and/or other odors on breath
- Unsteady walking and movement
- An accident involving City or private property, while on duty where alcohol or controlled substances may be involved
- Physical altercation
- Verbal altercation
- Unusual behavior
- Possession of alcohol or drugs
- Information obtained from a reliable person with personal knowledge.

5. Procedures

5.01 Reasonable Suspicion

- Department heads and supervisors shall notify the City Manager when they have reasonable suspicion to believe that an employee may have alcohol and/or illegal drugs in his or her possession or in an area jointly or fully controlled by the City.
- If the department head or supervisor suspects that an employee is under the influence of drugs or alcohol or is otherwise impaired, he/she will order the employee to stop working for the remainder of the shift and contact the City Manager immediately. Documentation by the supervisor, as well as any

witnesses, will be required, describing the behavior which gave rise to suspicion of impairment.

- Following consultation with the department head or supervisor, the City Manager may request that an employee submit to a drug and/or alcohol test when there is reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol while on the job.
- The City Manager, when encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon request shall remind the employee of the requirements and disciplinary consequences of this policy.
- A refusal to submit to an evaluation will be considered a positive test result.
- An employee who is tested pursuant to the reasonable suspicion provision of this policy will be suspended without pay pending the test outcome. If the test is not positive, the employee will be allowed to return to work with full back pay, unless the suspension was imposed for reasons unrelated to this policy.
- Where there is reasonable suspicion that the employee is under the influence of alcohol or drugs, the department head or supervisor should request that the employee remain at the workplace for a reasonable time, unpaid, until the employee can be safely transported home.
- Employees may be subject to searches of their personal property (e.g., handbags, lunch or tool boxes, etc.) when there is reasonable suspicion of substance abuse or of the presence of alcohol/drugs in the workplace. Refusing to cooperate with such search is cause for disciplinary action up to and including discharge. All planned searches must have the approval of the City Manager. The search should be conducted by a certified law enforcement officer.
- An employee who is at fault in a work-related accident which causes or has the potential for causing serious bodily harm to self or other employees may be tested for drugs and/or alcohol as part of the investigation in determining the cause of the accident.
- An employee involved in an injury accident that is found to be under the influence of alcohol and/or drugs may be held personally liable for the accident and injuries including punitive damages.
- Employees covered by Michigan Department of Transportation (MDOT) regulations will be subject to unannounced, random drug testing.
- If a contractor or his/her employee or a visitor violates this policy, he or she is to be escorted off the City premises and reported to local law enforcement officials, if appropriate. The City Manager is to be notified of this action.

5.02 Drug Rehabilitation

- The City encourages employees to seek professional help for their drug or alcohol problems. **Related, a confidential referral service is available to City employees – contact phone numbers are posted in designated areas in each City facility.** Employees who seek help before their problem becomes a disciplinary matter benefit themselves and the City. An employee who voluntarily notifies the City that he or she has a drug or alcohol problem may be allowed, upon request, to take a leave of absence to undergo rehabilitation. This would be an unpaid leave of absence, possibly under provisions of the Family Medical Leave Act.
- Further:
 - An employee who successfully completes a rehabilitation program may be allowed to return to work in his or her former position, if it is available, or another available position for which the employee is qualified.
 - The employee will be required to sign a “Condition of Employment Letter,” last chance agreement, indicating that he/she is subject to unannounced drug/alcohol screening for the next twelve (12) months and that he/she will follow the prescription and treatment; and if a positive test result occurs within that twelve (12) month period, discharge will result.

5.03 The Testing Process

- The drug and/or alcohol test may test for any substance which could impair an employee’s ability to effectively and safely perform the functions of his/her job, including, but not limited to, prescription medications, heroin, cocaine, morphine and its derivatives, methadone, barbiturates, amphetamines, marijuana and other illegal drugs.
- An employee will be notified that a drug and/or alcohol test will be performed and the employee’s consent will be obtained prior to any such test being performed.
- Applicants who are made an offer of employment may be required to successfully complete a drug-screening test as a condition of employment.
- An applicant for employment at the City whose initial test result is positive may, at the candidate’s own expense, have the initial result confirmed by the medical personnel that performed the initial test.
- The confirmation test must be performed on the same specimen supplied for the initial test. If the confirmation test is negative for illegal drugs or alcohol, the candidate’s initial positive test result will be disregarded.

5.04 Results of Drug/Alcohol Tests

- A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including discharge.
- If an alcohol and/or drug test is positive for alcohol or drugs, the City shall conduct an investigation to gather all the facts. The decision to discipline or discharge will be based on the extent and severity of any incriminating findings.
- Employees who test positive for drugs or alcohol and are not discharged are subject to unannounced testing at any time following twelve (12) months from the date of their most recent positive test.

5.05 Confidentiality of Records

All records pertaining to drug and alcohol testing shall be placed in the employee's personnel file and maintained confidentially.

APPENDIX B
ELECTRONIC COMMUNICATIONS POLICY

APPENDIX B

CITY OF SWARTZ CREEK ELECTRONIC COMMUNICATION POLICIES

1. Purposes of Policy

The City of Swartz Creek aims to provide public servants with accessible, up-to-date and reliable information to support them in their work. This goal requires us to provide access to the vast information resources of the Internet, Computer Systems, Facsimile Systems, and Telephone Systems to assist with the execution of job duties. Users must understand that this access is for the purpose of increasing productivity and not for non-business activities. Users must also understand that any connection to the Internet offers an opportunity for non-authorized users to view or access municipal information. The City's communications resources are to comply with acceptable use standards established herein and applicable federal and state laws.

2. Privacy

Communications systems are the property of the City of Swartz Creek. All messages created, sent, or retrieved using the City's communications systems are the property of the City. The City reserves the right to review any employee's electronic files, messages and usage to the extent necessary to ensure that electronic media and services are being used in compliance with the law, this policy and other City policies and regulations. Employees shall consent to this policy before utilizing the City's Internet communications equipment. The City Manager and department heads are authorized to monitor the use of communications equipment and to monitor Internet and e-mail transmissions for compliance with the City's communications policy. Random audits may be used under the direction of the City Manager to monitor Internet use.

3. Authorized Use

The City of Swartz Creek's internet connection is intended primarily for business use. That means we expect users to access the internet primarily for business-related purposes, i.e., to communicate with customers and suppliers, to research relevant topics, and to obtain useful business information.

Users may use the City of Swartz Creek's internet services for personal improvement during breaks, outside of scheduled hours of work, and as incidental to normal business provided such use is consistent with professional conduct.

4. Appropriate Uses

Communication network, equipment or facilities are to be used at all times in a responsible and acceptable manner. Applicable standards in the use of City communication systems include ethical behavior, honesty and restraint in the consumption of shared resources. Acceptable uses of communications systems include:

- A. Access to the internet is primarily for the exchange of information and research consistent with the goals and activities of the City of Swartz Creek and of the employee's assigned duties.

- B. Personal communication using City communication systems should be severely limited during working hours. Local phone calls of a short duration are permitted. Employees should avoid using City telephone equipment for making long distance calls. Employees shall reimburse the City for long distance charges. Employees of the City may use City Internet only incidentally. Incidental internet communication is permissible during the working hours of an employee under the following conditions, with limits defined by the supervisor:
1. It does not overload the network with excessive data or wastes the municipalities other technical resources.
 2. It does not interfere with the employee's or other employees' productivity.
 3. It minimizes unnecessary network traffic that may interfere with the ability of others to make effective use of the municipality's resources.
 4. It does not involve the solicitation for business, buying or selling products or services or otherwise involve commercial activity.
 5. It does not involve locating, storing, or transmitting data or information that is or has the potential to be considered offensive in nature.

5. Inappropriate Uses

Unacceptable uses of the City's communication systems by any public servant at any time include the following:

- A. Infringement on the copyrights or other intellectual or proprietary rights of third parties (third parties are anyone other than the sender and the recipient).
- B. Engaging in any illegal, wrongful or malicious conduct.
- C. Efforts to gain unlawful access to information or computer and communications resources.
- D. Offensive content of any kind, including pornographic material.
- E. E-mail or other electronic communication which hides the identity of the sender or represents the sender as someone else. All messages communicated with City equipment shall contain the name of the sender.
- F. Propagate a virus, worm, Trojan horse, or trap-door program code.
- G. Copying City-owned or licensed information to another computer system for personal use, external use or use by another party without authorization.
- H. Attempting to modify, damage, or disrupt City-owned or licensed equipment, software, data or communication lines.
- I. Invading the privacy of an individual by using electronic means to ascertain confidential information except as authorized herein or as part of a legally constituted police investigation.
- J. Gambling websites and internet gaming.

- K. Downloading entertainment software games.
- L. Forwarding email chain letters.
- M. Opening files received from the internet without performing a virus scan.
- N. Making unreasonable use of personal internet service e-mail accounts.
- O. Use the network to sign up with websites or organizations that offer rewards, monetary or otherwise, for surfing the internet.

6. Miscellaneous Communications Policies

Remote Access: An employee may access a City account from a remote location other than the site designated for that account only for City business. Examples include checking messages and e-mail from a remote site.

Freedom of Information Act: Information created or stored in e-mail systems is considered a public record. Confidential information, as provided by the Michigan Freedom of Information Act, should not to be transmitted by e-mail.

Public Records: E-mail transmissions that are needed for the City's permanent records are to be moved to an electronic filing system or placed in hard (paper) master file copy. Regulations governing the retention of these files will be the same as other official City files.

7. Privacy and Monitoring

The City of Swartz Creek may have software and systems in place to monitor and record all internet usage. Our security systems are capable of recording each website and e-mail message into and out of our internal networks. The City reserves the right to do so at any time. No employee should have any expectation of privacy as to his or her internet usage. Our designated supervisors will review internet activity and analyze usage patterns. We reserve the right to inspect any and all files stored in private areas of our network in order to insure compliance with this policy.

8. Accidental/Unintended Violations

The City of Swartz Creek uses independently supplies software and data to indentify inappropriate or sexually-explicit internet sites. We may block access from within our networks to all such sites. If you find yourself connected accidentally to a site that contains sexually-explicit material, you must disconnect from that site immediately, regardless of whether that site has been previously deemed acceptable by any screening or rating program. A user who accidentally accesses a prohibited site is encouraged to report the incident to their supervisor without the threat of incurring a violation penalty.

9. Administration

The City Manager is authorized to administer the use of the Internet and online services in support of City functions. The use of the Internet is a privilege, not a right, which may be revoked at any time for unacceptable use. The City retains the right to keep, retrieve and monitor all access to the internet and online service activity. The City Manager shall review the communications policy of the City periodically and make recommendations to the City Council for changes as may be appropriate.

10. Violation Penalties

Violations will be reviewed on a case-by-case basis. If it is determined that a user has violated one or more use regulations, that user will receive further direction or a reprimand from his or her supervisor and his or her future internet use will be closely monitored. If a gross violation has occurred, management will take immediate action. Such action may result in losing internet privileges, severe reprimand, or termination of employment.

APPENDIX C

TRAVEL POLICY AND REIMBURSEMENT OF EXPENSES

APPENDIX C

CITY OF SWARTZ CREEK TRAVEL AUTHORIZATION, TRAVEL EXPENSE REIMBURSEMENT AND TRAVEL ADVANCE POLICIES

The following policies and procedures are effective for business travel of public servants.

1. Authorization for travel: Out-of-state or overnight business travel including conferences and training will be approved in advance by the City Manager or his/her designee. The City Council shall provide approval in advance for travel by any public servant where expenses are reasonably expected to exceed \$750.00.
2. Travel Reimbursement Policy: Travel reimbursement will be for the actual documented expenses of the individual. Expenses for a spouse or companion will not be reimbursed (except by special authorization of the City Council).
 - A. Mileage shall be reimbursed at the IRS rate for personal vehicle use if a city vehicle is not available. The use of a City vehicle, when available, is encouraged for out-of-town travel.
 - B. Receipts for auto expenses including tolls, parking etc. are required where such exceed \$5.00 per toll, parking fee etc.
 - C. Reimbursement for meals shall be the current rate based on the low point of the U.S. General Service Administration's guidelines. This amount will be inclusive of all meals. Actual costs need to be documented by a receipt while a City employee or Council Member is out of the City limits on approved travel.

Reimbursement will not be allowed for alcoholic beverages.
 - D. Bus, plane or train travel: Travel shall be at the standard coach or business travel fare (first class travel is not authorized). Whenever possible, advance ticket purchase discounts shall be used.
 - E. Motel/Hotel expenses: Reimbursement shall be allowed for actual costs of standard room rates at double occupancy. Government or other discounts shall be taken when available.
 - F. Rental cars: Rental cars should be scheduled in advance at the lowest available rate for an economy size car (do not purchase insurance from the rental agency, as the City has coverage).
3. Travel expense documentation: Actual receipts are required for all travel expenses, except as noted. Credit card receipts that include an itemized listing of charges are acceptable. In the event a receipt of \$20 or less is lost, a detailed cost with explanation shall be provided for approval by the City Manager. The City Council must approve of any reimbursement where more than one receipt is lost per trip in excess of \$20.
4. Business/entertainment events: Occasionally, it is in the best interests of the City to provide moderate entertainment expenses for special guests such as visiting officials from another city etc. In such cases, the Mayor or Council may authorize expenses which exceed the requirements and limitations

of this policy.

5. Advances for travel: Travel advances may be approved upon application for a maximum of the U.S. General Service Administration's guidelines current rate per day for the number of days involved to attend an event including travel time and time at the event, this includes mileage.
6. Reconciliation of travel expenses: Travel expenses and advances shall be reconciled within fourteen days of return from a trip. Travel expense should be reconciled using the Expense Voucher Form. This form is available from the administrative staff. If a travel advance has not been reconciled, the City Treasurer shall inform the individual and the City Manager that 30 days from notification the amount advanced for travel shall be included as income on his/her yearly W2.

APPENDIX D

SEXUAL HARASSMENT AND UNWANTED CONDUCT POLICY

APPENDIX D

CITY OF SWARTZ CREEK SEXUAL CONDUCT AND UNWANTED CONDUCT POLICY

PURPOSE: To establish prevention in a working environment against sexual harassment and unwanted conduct.

DEFINITIONS:

1. "Employee", for this section, includes all City public servants, elected, appointed, or employed.
2. "Sexual Harassment" includes any unwanted or repeated verbal or physical sexual advances, sexually explicit, provocative, or suggestive statements, innuendo, or comments, or sexually oriented conduct or physical conduct, made by another employee which are reasonably offensive or objectionable to the recipient or which reasonably causes the recipient discomfort or humiliation, or which reasonably interferes with the recipient's work performance.
3. "Unwanted Conduct" includes any conduct, verbal or physical, which is of an ethnic, racial or religious nature, which reasonably causes the recipient discomfort or humiliation, or which reasonably interferes with the recipient's work performance.
4. "Shall" is mandatory, not permissive.

POLICY:

It shall be the policy of the City of Swartz Creek that as an employee you have the right to expect a working environment free of unwelcome sexual advances, requests for sexual favors, communication of a sexual nature and/or other unwanted verbal or physical conduct which is of an ethnic, racial, or religious nature.

This policy shall be followed at all times including but not limited to the following:

1. When submission to such conduct or communication is made an express or implied condition of obtaining employment.
2. When submission to or rejection of such conduct is used as a basis of or a factor in decisions affecting the employment of any personnel.
3. When such conduct or communication has the purpose or effect of interfering with an employee's duty assignment or work performance or creating an intimidating, hostile or offensive environment.

PROCEDURE:

1. An employee who believes he/she has been subjected to sexual harassment or unwanted conduct shall report the incident within ten (10) days after the alleged occurrence, to the City Manager, a department head or other supervisory personnel. Any management

employee receiving notification of alleged harassment is obligated to promptly inform the City Manager of the allegation. In the event the City Manager is charged with harassment, the charges of harassment shall be reported to the Mayor, a member of City Council, or the city attorney, who shall fulfill the obligations of the City Manager stipulated below.

2. The City Manager shall promptly investigate a complaint of sexual harassment or unwanted conduct. Every effort will be made to handle all such complaints in a fair, impartial and speedy manner, with concern for the principles of due process and fairness. In order to protect both the person making the complaint and the person(s) against whom the complaint is made, every reasonable effort will be made to handle all complaints in a confidential and discreet manner.
3. A meeting shall be held between the person making the complaint and the City Manager as soon as possible, but not later than ten (10) days following the report of the alleged occurrence(s). Following this meeting, the employee(s) against whom the complaint has been made shall be given a full opportunity to respond to the allegations.

The investigation conducted shall also include interviews, where appropriate, with other witnesses to the alleged occurrence(s) of sexual harassment or unwanted conduct.

Following completion of the investigation, if it is determined that sexual harassment or unwanted conduct did, in fact, take place, immediate action, including discipline up to and including dismissal if necessary, will be taken to remedy the situation and prevent its recurrence.

4. All department heads and supervisory personnel shall be expressly responsible for immediately reporting to the City Manager any occurrence they witness or become aware of in any area of the department.
5. If at all possible, immediate action shall be taken by the department head and supervisory personnel to limit and restrict, during the process of a sexual harassment or unwanted conduct complaint, any work assignments or contact between the employee making the complaint and the employee against whom the complaint is made.
6. Retaliatory action or conduct of any kind taken by any member of the department or the City against an employee as the result of that employee having sought redress under this policy is strictly prohibited and shall be regarded as a separate and distinct violation of the City's policies and procedures.
7. Any questions, concerns, or other inquiries regarding the conduct that is prohibited by this policy or the procedures contained herein shall be directed immediately to the City Manager.

NON-COMPLIANCE:

Failure to comply with the provisions of this order shall result in disciplinary action up to and including immediate discharge. Any employee who has an alleged misconduct complaint filed against him/her and violates Paragraph 6 above, during or after the investigation, shall be subject to further disciplinary actions up to and including immediate discharge.

APPENDIX E
FAMILY AND MEDICAL LEAVE POLICY

APPENDIX E

CITY OF SWARTZ CREEK FAMILY AND MEDICAL LEAVE ACT

YOUR RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT OF 1993

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

REASONS FOR TAKING LEAVE:

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

- to care for a new child after birth or placement by adoption or foster care;
- to care for the employee's spouse, son or daughter, or parent, who has a serious health condition;
or
- for a serious health condition that makes the employee unable to perform the employee's job.

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

ADVANCE NOTICE AND MEDICAL CERTIFICATION:

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

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

JOB BENEFITS AND PROTECTION:

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

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

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

UNLAWFUL ACTS BY EMPLOYERS:

FMLA makes it unlawful for any employer to:

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

ENFORCEMENT:

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

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

For Additional Information:

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

U.S. Department of Labor	WH Publication 1420
Employment Standards Administration	June 1993
Wage and Hour Division	
Washington, D.C. 20210	

Fact Sheet No. ESA 95-24

THE FAMILY AND MEDICAL LEAVE ACT OF 1993

The U.S. Department of Labor’s Employment Standards Administration, Wage and Hour Division, administers and enforces the Family and Medical Leave Act (FMLA) for all private, state and local government employees, and some federal employees. Most Federal and certain congressional employees are also covered by the law and are subject to the jurisdiction of the U.S. Office of Personnel Management or the Congress.

FMLA became effective on August 5, 1993, for most employers. If a collective bargaining agreement (CBA) was in effect on that date, FMLA became effective on the expiration date of the CBA or February 5, 1994, whichever was earlier.

FMLA entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave in a 12-month period for specified family and medical reasons. The employer may elect to use the calendar year, a fixed 12-month leave or fiscal year, or a 12-month period prior to or after the commencement of leave as the 12-month period.

The law contains provisions on employer coverage; employee eligibility for the law’s benefits; entitlement to leave, maintenance of health benefits during leave, and job restoration after leave; notice and certification of the need for FMLA leave; and, protection for employees who request or take FMLA leave. The law also requires employers to keep certain records.

EMPLOYER COVERAGE:

FMLA applies to all:

- public agencies, including state, local and federal employers, local education agencies (schools), and
- private sector employees who employed 50 or more employees in 20 or more workweeks in the current or preceding calendar year **and** who are engaged in commerce or in any industry or activity affecting commerce — including joint employers and successors of covered employers.

EMPLOYEE ELIGIBILITY:

To be eligible for FMLA benefits, an employee must:

- work for a covered employer (see above);
- have worked for the employer for a total of 12 months; have worked at least 1,250 hours over the previous 12 months; and
- work at a location in the United States or in any territory or possession of the United States where at least 50 employees are employed by the employer within 75 miles.

LEAVE ENTITLEMENT:

A covered employer must grant an eligible employee up to a total of 12 workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

- for the birth and care of the newborn child of the employee;
- for placement of a child with the employee by adoption or foster care;
- to care for an immediate family member (spouse, child, or parent) with a serious health condition; or
- to take medical leave when the employee is unable to work because of a serious health condition.

Spouses employed by the same employer are jointly entitled to a combined total of 12 work-weeks of family leave for the birth and care of the newborn child, for placement of a child by adoption or foster care, and to care for a family member who has a serious health condition.

Leave for birth and care, or adoption or foster care placement must conclude within 12 months of the birth or placement.

Under some circumstances, employees may take FMLA leave intermittently — which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

If FMLA leave is for birth and care or adoption or foster care placement, use of intermittent leave is subject to the employer’s approval.

FMLA leave may be taken intermittently whenever **medically necessary** to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Also, subject to certain conditions, employees **or** employers may choose to use accrued **paid** leave (such as sick or vacation leave) to cover some or all of the FMLA leave.

The employer is responsible for designating if an employee’s use of paid leave counts as FMLA leave, based on information from the employee.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either:

- any period of incapacity or treatment connected with inpatient care (e.g., an overnight stay) in a hospital, hospice, or residential medical-care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; **or**
- Continuing treatment by a health care provider which includes any period of incapacity (ie, inability to work, attend school or perform other regular daily activities) due to:

A health condition (including treatment therefore, or recovery there from) lasting more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that **also** includes:

- treatment two or more times by or under the supervision of a health care provider; or
- one treatment by a health care provider with a continuing regimen of treatment; or
- Pregnancy or prenatal care. A visit to the health care provider is not necessary for each absence; or
- A chronic serious health condition which continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity (eg, asthma, diabetes). A visit to a health care provider is not necessary for each absence; **or**
- A permanent or long-term condition for which treatment may not be effective (eg, Alzheimer's, a severe stroke, terminal cancer). Only supervision by a health care provider is required, rather than active treatment; **or**
- Any absences to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than three days if not treated (eg, chemotherapy or radiation treatments for cancer).

"Health care provider" means:

- doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctors practice; **or**
- podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; **or**
- nurse practitioners, nurse-midwives and clinical social workers authorized to practice, and performing within the scope of their practice, as defined under state law; **or**
- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; **or**
- Any health care provider recognized by the employer or the employer's group health plan benefits manager.

MAINTENANCE OF HEALTH BENEFITS:

A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave.

In some instances, the employer may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

JOB RESTORATION:

Upon return from FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment.

In addition, an employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to **before** using FMLA leave, nor be counted against the employee under a "no fault" attendance policy.

Under specified and limited circumstances where restoration to employment will cause substantial and grievous economic injury to its operations, an employer may refuse to reinstate certain highly-paid "**key**" employees after using FMLA leave during which health coverage was maintained. In order to do so, the employer must:

- notify the employee of his/her status as a "key" employee in response to the employee's notice of intent to take FMLA leave;
- notify the employee as soon as the employer decides it will deny job restoration, and explain the reasons for this decision;
- offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; **and**
- make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

A "**key**" employee is a salaried "eligible" employee who is among the highest paid ten percent of employees within 75 miles of the work site.

NOTICE AND CERTIFICATION:

Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practical.

Employers may also require employees to provide:

- medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member;
- second or third medical opinions (at the employer's expense) and periodic recertification; **and**
- periodic reports during FMLA leave regarding the employee's status and intent to return to work.

When intermittent leave is needed to care for an immediate family member or the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the employer's operation.

Covered employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA. An employer that willfully violates this posting requirement may be subject to a fine of up to \$100 for each separate offense.

Also, covered employers must inform employees of their rights and responsibilities under FMLA, including giving specific written information on what is required of the employee and what might happen in certain circumstances, such as if the employee fails to return to work after FMLA leave.

OTHER PROVISIONS:

Special rules apply to **employees of local education agencies**. Generally, these rules provide for FMLA leave to be taken in blocks of time when intermittent leave is needed or the leave is required near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under Regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for FLSA's exemption extends only to "eligible" employees' use of leave required by FMLA.

The FMLA does not affect any other federal or state law which prohibits discrimination, nor supersede any state or local law which provides greater family or medical leave protection. Nor does it affect an employer's obligation to provide greater leave rights under a collective bargaining agreement or employment benefit plan. The FMLA also encourages employers to provide more generous leave rights.

FURTHER INFORMATION:

The final rule implementing FMLA is contained in the January 6, 1995, Federal Register. (An interim final rule was published in the Federal Register on June 4, 1993.) For more information, please contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor, Employment Standards Administration.

APPENDIX F
SOCIAL MEDIA POLICY

Appendix F

Use of Social Media

I. Purpose

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

II. Rules

- A. Employees shall not use city computers, cell phones, electronic devices, any department electronic e-mail address, or other identifier, including social media or social networking, for illegal or unauthorized purposes.
- B. Employees shall not use any social media or social networking platform while on duty, unless the city manager or a designee grants permission (breaks and lunches are excluded).
- C. Unless granted permission by the city manager or a designee, or are otherwise permitted by law, employees shall not represent themselves as a city spokesperson nor post the following on any social media or networking platform, either on their own sites or any other site, news media pages, or other forums:
 1. Text, photograph, audio, video, or any other multimedia file related to any current or past police investigation or activities of this city and/or its employees that will result in any of the following:
 - Interfere with law enforcement or other legal proceedings.
 - Deprive a person of the right to a fair trial or impartial administrative adjudication.
 - Constitute an unwarranted invasion of personal privacy.
 - Disclose the identity of a confidential source, or if the record is compiled by a law enforcement agency in the course of a criminal investigation, disclose confidential information furnished only by a confidential source.
 - Disclose law enforcement investigative techniques or procedures.
 - Endanger the life or physical safety of city personnel.
 - Prejudice a public body's ability to maintain the physical security of custodial or penal institutions occupied by persons arrested or convicted of a crime or admitted because of a mental disability.

- Disclose records or information specifically described and exempted from disclosure by statute.
 - Identify or provide a means of identifying an informant.
 - Identify or provide a means of identifying a law enforcement undercover officer or agent or a plain-clothes officer as a law enforcement officer or agent.
 - Disclose the personal address or telephone number of active or retired law enforcement officers or agents or a special skill that they may have, except when explicit permission is obtained directly from the person impacted.
 - Disclose the name, address, or telephone numbers of family members, relatives, children, or parents of active or retired law enforcement officers or agents except when explicit permission is obtained directly from the person impacted.
 - Disclose operational instructions or contents of staff manuals for law enforcement officers or agents.
 - Endanger the life or safety of law enforcement officers or agents or their families, relatives, children, parents, or those who furnish information to law enforcement departments or agencies.
 - Identify or provide a means of identifying a person as a law enforcement officer, agent, or informant.
 - Identify or provide a means of identifying residences that law enforcement agencies are requested to check in the absence of their owners or tenants.
2. Unless granted permission by the city manager or designee any logos, badges, seals, uniforms, vehicles, or issued equipment with this department.
 3. Electronic addresses or passwords, likeness, or material that is identifiable as associated with the city.
 4. Text, photograph, audio, video, or any other multimedia file that is related to any occurrence within the city.
- D. Employees who choose to maintain or participate in social media or social networking platforms while off duty shall conduct themselves in a manner that will not reflect damagingly upon the city or its mission. In the course of operating or participating in such venues, the following rules shall apply:
1. Identifying one's self as a member of the municipal entity is acceptable, but it is important to evaluate the potential risk involved.
 2. Employees are responsible for the content that appears on their maintained social media or social networking sites. All postings should be evaluated to ensure they do not place the

employees or their families at risk.

3. Any social media post or display of comments about coworkers or supervisors or the employer that are knowingly untruthful, libelous, vulgar, obscene, threatening, intimidating, harassing, or are a violation of the employer's workplace policies against violence, discrimination, harassment, or hostility on account of age, race, religion, sex, ethnicity, nationality, disability, or other protected class, status, or characteristic is prohibited.
 4. Employees shall not post, or permit anyone else to post on their site, materials that are sexually graphic or explicit, disparaging of any race, religion, gender, sexual orientation, weight, disability or national origin, otherwise promoting legal or illegal substance abuse of any kind, or the promotion or depiction of gratuitous violence.
 5. Employees shall treat social media in the same manner as traditional media and refrain from acting as a spokesperson for the city unless given prior authorization. Release of statements pertaining to city business, policies, and events must be authorized prior to posting or dissemination.
- E. The employer may order employees to provide the city, or its designated investigator, opportunity to view any social media and social networking platforms they maintain or in which they participate if the employer reasonably believes that the person's social media activity is relevant to an administrative or internal investigation.

III. Complaint or Grievance

Procedures are available to report mistreatment or displeasure with the operation of the city, a practice, an issued directive or any illegal activity so the matter may be investigated and acted upon. These procedures do not preclude reporting suspected illegal activity to a federal or state agency or inhibit discussions among employees to facilitate the reporting of a complaint or grievance.

Terms Used In Relation To This Subject

1. Avatar: A computer user's representation of himself/herself, or an alter ego.
2. Blog: A series of entries, written by either one person or a group of people, in an online journal, usually posted in chronological order, like a diary. Blogs can allow comments on entries or not.
3. Commenting: The act of creating and posting a response to a blog post, news article, social media entry or other social networking post. Commenting can also entail the act of posting an original composition to an unrelated post or article.
4. Forum: An online discussion site.
5. Handle: The name of one's online identity that is used most frequently. It can also be the name of one's Twitter identity.
6. Identity: An online identity, Internet identity or Internet persona that a social networking user establishes. This can be a real name, an alias, a pseudonym or a creative description.

7. Internet: A computer network consisting of a worldwide network of computer networks that use the TCP/IP network protocols to facilitate data transmission and exchange.
8. Mobile Social Networking: Social networking using a mobile phone or other cellular based device.
9. Posting: The act of creating, uploading, editing, or adding to any social media outlet. This includes text, photographs, audio, video, or any other multimedia file.
10. Social Media: A variety of online sources that allow people to communicate, share information, share photos, share videos, share audio and exchange text and other multimedia files with others via some form of online or cellular network platform.
11. Social Networking: Using such Internet or mobile formats including but not limited to Facebook, Twitter, MySpace, LinkedIn, Foursquare, Gowalla Police Pulse, The Squad Room, Usenet groups, online forums, message boards or bulletin boards, blogs and other similarly developed formats, to communicate with others using the same groups while also networking with other users based upon similar interests, geographical location, skills, occupation, ideology, beliefs, etc.
12. User Name: The name provided by the participant during the registration process associated with a Web site that will be displayed publicly on the site.
13. World Wide Web: Computer network consisting of a collection of Internet sites that offer text, graphics, sound and animation resources through the hypertext.

APPENDIX G
ACKNOWLEDGEMENT OF RECEIPT

CITY OF SWARTZ CREEK

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

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

Signature

Date

PUBLIC SERVANT COPY

CITY OF SWARTZ CREEK

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

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

Signature

Date

FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT
(BU 826779)

THIS FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (“First Amendment”) is made effective this ____ day of _____, 2015, by and between CITY OF SWARTZ CREEK, a municipal corporation (“Owner”), and T-MOBILE USA TOWER LLC, a Delaware limited liability company (“Tenant”), by and through CCTMO LLC, a Delaware limited liability company, its Attorney-in-Fact.

WHEREAS, Owner and Omnipoint Holdings, Inc., a Delaware corporation (“Omnipoint”), entered into a Communications Site Lease Agreement dated December 1, 2005 (as assigned, the “Agreement”), whereby Owner leased to Omnipoint a portion of land being described as a 450 square feet portion of that property (said leased portion, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement being the “Premises”) located at 8100B Civic Drive (Tax Parcel #58-35-576-037), Swartz Creek, Genesee County, State of Michigan, and being further described in Book 1552, Page 669 in the Genesee County Register of Deeds (“Registry”). Notice of the Agreement is provided by, and the Premises is described in that certain Memorandum of Lease (“Memorandum”), recorded as Instrument Number 200602210014042 in the Registry; and

WHEREAS, Tenant is successor in interest in the Agreement to Omnipoint; and

WHEREAS, the Agreement has an original term, including all Renewal Terms (as defined in the Agreement), that will expire on December 27, 2035 (“Original Term”), and Owner and Tenant now desire to amend the terms of the Agreement to provide for additional Renewal Terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, Owner and Tenant agree to amend the Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this First Amendment are incorporated herein by this reference.

2. Section 3 of the Agreement is amended by replacing “five (5) successive” with “eleven (11) successive”, thereby adding six (6) additional five (5)-year Renewal Terms to the Agreement beyond the Original Term, and extending its total term to December 27, 2065, unless sooner terminated as provided in the Agreement.

3. Section 4 of the Agreement is amended by adding the following to the end thereto:

Notwithstanding and in lieu of the foregoing ten percent (10%) Rent escalations, commencing on December 1, 2035, and every year thereafter (each an “Adjustment Date”), the annual Rent shall increase by an amount equal to two and one half percent (2.5%) of the annual Rent in effect for the year immediately preceding the Adjustment Date.

4. Section 17(e) of the Agreement is amended by supplementing Tenant's notice address with the following:

with a copy to: T-Mobile USA Tower LLC
c/o Crown Castle USA Inc.Owner
E. Blake Hawk, General Counsel
Attn: Legal-Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317-8564

5. The Agreement is amended by adding a new Section 19 to the end thereto:

19. Right of First Refusal. If Owner receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Owner's interest in this Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Owner's interest in this Agreement, or an option for any of the foregoing, Owner shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Premises. If Owner's notice covers portions of Owner's parent parcel beyond the Premises, Tenant may elect to acquire an interest in only the Premises, and the consideration shall be pro-rated on an acreage basis. Owner's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Owner's parent parcel is to be sold, leased or otherwise conveyed, a description of said portion. If the Owner's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Tenant does not exercise its right of first refusal by written notice to Owner given within thirty (30) days, Owner may convey the property as described in the Owner's notice. If Tenant declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of this Agreement or as part of an assignment of this Agreement. Such assignment may occur either prior to or after Tenant's receipt of Owner's notice and the assignment shall be effective upon written notice to Owner.

6. As further consideration for Tenant entering into this First Amendment, during the term of the Agreement, Tenant shall have the irrevocable option ("Option") to lease up to a maximum of 400 square feet of real property adjacent to the north side of the existing Premises at a location to be determined at Tenant's sole discretion ("Additional Lease Area") on the same

terms and conditions set forth in the Agreement. Tenant may conduct any reasonable due diligence activities on the Additional Lease Area at any time after full execution of this First Amendment. If Tenant elects to exercise the Option, after full execution of the Additional Lease Area Documents (as defined below), Tenant shall pay the same rent per square foot for the Additional Lease Area as the rent paid per square foot by Tenant for the existing Premises at the time of full execution of the Additional Lease Area Documents. The rent for the Additional Lease Area shall increase in the same manner as the rent increases for the existing Premises. Tenant may exercise the Option by providing written notice to Owner at any time; provided, however, that following Tenant's delivery of notice to Owner, Tenant may at any time prior to full execution of the Additional Lease Area Documents withdraw its election to exercise the Option if Tenant discovers or obtains any information of any nature regarding the Additional Lease Area which Tenant determines to be unfavorable in its sole discretion. Within thirty (30) days after Tenant's exercise of the Option, Owner agrees to execute and deliver an amendment to the Agreement, a memorandum of lease and/or amendment, and any other documents necessary to grant and record Tenant's interest in the Additional Lease Area ("Additional Lease Area Documents"). In addition, within thirty (30) days after Tenant's exercise of the Option, Owner shall obtain and deliver any documentation necessary to remove, subordinate or satisfy any mortgages, deeds of trust, liens or encumbrances affecting the Additional Lease Area to Tenant's satisfaction.

7. As additional consideration for amending the Agreement in accordance with this First Amendment, Tenant agrees to pay to Owner \$5,000.00 within sixty (60) days of full execution of this First Amendment by both parties.

8. If requested by Tenant, Owner will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Premises for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Owner agrees to be named applicant if requested by Tenant. In furtherance of the foregoing, Owner hereby appoints Tenant as Owner's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Owner's behalf. Owner shall be entitled to no further consideration with respect to any of the foregoing matters.

9. Representations, Warranties and Covenants of Owner. Owner represents, warrants and covenants to Tenant as follows:

(a) Owner is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Owner's obligations under the Agreement as amended hereby.

(b) Except as expressly identified in this First Amendment, Owner owns the Premises free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Premises, or any right of any individual, entity or governmental

authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Tenant arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

(c) Upon Tenant's request, Owner shall discharge and cause to be released (or, if approved by Tenant, subordinated to Tenant's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Premises.

(d) Upon Tenant's request, Owner shall cure any defect in Owner's title to the Premises which in the reasonable opinion of Tenant has or may have an adverse effect on Tenant's use or possession of the Premises.

(e) Tenant is not currently in default under the Agreement, and to Owner's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

(f) Owner agrees to execute and deliver such further documents and provide such further assurances as may be requested by Tenant to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Agreement as amended hereby.

10. Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Premises and any access and utility easements associated therewith. Tenant shall be permitted to attach the Survey as an exhibit to this First Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this First Amendment.

11. IRS Form W-9. Owner agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Tenant. In the event the Premises is transferred, the succeeding Owner shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new Owner. Owner's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

12. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this First Amendment is hereby amended to be consistent with this First Amendment. This First Amendment supersedes that certain Letter Agreement by and between Owner and Tenant dated July 21, 2015, and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this First Amendment, the terms and conditions in this First Amendment shall control. This instrument may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Tenant have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

OWNER:
City of Swartz Creek,
a municipal corporation

By: _____(SEAL)

Print Name: _____

Title: _____

IN WITNESS WHEREOF, Owner and Tenant have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

TENANT:

T-Mobile USA Tower LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company,
its Attorney-in-Fact

By: _____(SEAL)
Print Name: _____
Title: _____

Prepared out of State.
Return to:
Crown Castle
1220 Augusta, Suite 500
Houston, Texas 77057

Cross Index with Instrument Number 200602210014042

Tax Map #: 58-35-576-037

MEMORANDUM OF FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (“Amended Memorandum”) is made effective this ____ day of _____, 2015, by and between CITY OF SWARTZ CREEK, a municipal corporation (“Owner”), with a mailing address of 8083 Civic Drive, Swartz Creek, Michigan 48473, and T-MOBILE USA TOWER LLC, a Delaware limited liability company (“Tenant”), by and through CCTMO LLC, a Delaware limited liability company, its Attorney-in-Fact, with a mailing address of c/o Crown Castle USA Inc. 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564.

WHEREAS, Owner and Omnipoint Holdings, Inc., a Delaware corporation (“Omnipoint”), entered into a Communications Site Lease Agreement dated December 1, 2005 (as assigned, the “Agreement”), whereby Owner leased to Omnipoint a portion of land being described as a 450 square feet portion of that property (said leased portion, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement being the “Premises”) located at 8100B Civic Drive (Tax Parcel #58-35-576-037), Swartz Creek, Genesee County, State of Michigan, and being further described in Book 1552, Page 669 in the Genesee County Register of Deeds (“Registry”). Notice of the Agreement is provided by, and the Premises is described in that certain Memorandum of Lease (“Memorandum”), recorded as Instrument Number 200602210014042 in the Registry; and

WHEREAS, Tenant is successor in interest in the Agreement to Omnipoint; and

WHEREAS, the Agreement has an original term, including all Renewal Terms (as defined in the Agreement), that will expire on December 27, 2035 (“Original Term”), and Owner

and Tenant now desire to amend the terms of the Agreement to provide for additional Renewal Terms beyond the Original Term, and to make other changes; and

WHEREAS, Owner and Tenant made and entered into a First Amendment to Communications Site Lease Agreement of even date herewith ("First Amendment") and pursuant to the terms of, and for that consideration recited in, the First Amendment, the parties wish to hereby amend certain provisions of the Agreement, and provide this Amended Memorandum as notice thereof, as follows:

1. Owner does hereby lease and grant unto Tenant, its successors and assigns, the Premises for six (6) additional five (5) year Renewal Terms beyond the Original Term, such that the Original Term and all Renewal Terms of the Agreement may last for a term of sixty (60) years, expiring on December 27, 2065, unless sooner terminated as provided in the Agreement.

2. The description of the Premises is as provided in that Memorandum of Lease recorded in the Registry in Instrument Number 200602210014042.

3. If Owner receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Owner's interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Owner's interest in the Agreement, or an option for any of the foregoing, Owner shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Premises. The details of the right of first refusal granted to Tenant in the First Amendment are provided in the First Amendment.

4. Owner has granted Tenant an Option (as defined in the First Amendment) to lease an additional 400 square feet of land contiguous to the north side of the Premises during the term of the Agreement, which Option is more particularly defined in the First Amendment. The consideration for the additional land shall be calculated as provided in the First Amendment. The Option shall expire upon the expiration of the Agreement. Owner may not market, lease, license, grant easement rights over or otherwise encumber any property which would prevent or interfere with Tenant exercising the Option.

5. If requested by Tenant, Owner will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Premises for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Owner agrees to be named applicant if requested by Tenant. In furtherance of the foregoing, Owner hereby appoints Tenant as Owner's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Owner's behalf. Owner shall be entitled to no further consideration with respect to any of the foregoing matters.

6. This Amended Memorandum contains only selected provisions of the First Amendment, and reference is made to the full text of the Agreement and the First Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the First Amendment and this Amended Memorandum, the terms and conditions of the Agreement remain in full force and effect. This instrument may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Owner and Tenant have signed this instrument under seal, and have caused this Amended Memorandum to be duly executed on the day and year first written above.

OWNER:
City of Swartz Creek,
a municipal corporation

By: _____(SEAL)
Print Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2015, by _____, _____ of the City of Swartz Creek, a municipal corporation, on behalf of the city.

Notary Public
_____ County, Michigan
My commission expires _____ 2015

IN WITNESS WHEREOF, Owner and Tenant have signed this instrument under seal, and have caused this Amended Memorandum to be duly executed on the day and year first written above.

TENANT:

T-Mobile USA Tower LLC, a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company,
its Attorney-in-Fact

By: _____(SEAL)
Print Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2015, by _____, _____ of CCTMO LLC, a Delaware limited liability company as attorney-in-fact for T-Mobile USA Tower LLC, a Delaware limited liability company, on behalf of the company.

Notary Public
_____ County, _____

My commission expires _____ 2015

Medical marijuana dispensaries, taxes and edibles approved by Michigan House



Different strains of marijuana on display in Denver. (Associated Press File Photo)



[<http://connect.mlive.com/user/joosting/index.html>] By Jonathan Oosting | joosting@mlive.com [<http://connect.mlive.com/user/joosting/posts.html>]
 Follow on Twitter [<http://twitter.com/jonathanoosting>]
 on October 07, 2015 at 3:58 PM, updated October 07, 2015 at 4:26 PM

LANSING, MI — The Michigan House on Wednesday signed off on sweeping plans to create a **highly-regulated medical marijuana industry** [http://www.mlive.com/lansing-news/index.ssf/2015/10/proposed_tax_changed_as_michig.html] and allow patients to purchase the drug at storefront dispensaries, which would be taxed.

"These are regulated, inspected facilities where patients can feel safe obtaining their medicine," said Rep. Mike Callton, R-Nashville, who sponsored the dispensary legislation.

House Bill 4209 [<http://legislature.mi.gov/doc.aspx?2015-HB-4209>], approved in a 95-11 vote and now heading to the Senate, would create a new state board to license dispensaries, large-scale growers, processors, distributors and testing facilities in communities that allow them.

The House also approved bills to create a "**seed-to-sale**" [http://www.mlive.com/lansing-news/index.ssf/2015/08/seed-to-sale_tracking_system_p.html] tracking system for medical marijuana and extend legal protections to registered patients who prefer to use non-smokable forms of the drug, including edibles and oils.

A series of state court rulings have clouded the legal status of dispensaries and marijuana-infused products, which some patients — **and parents with sick kids** [http://www.mlive.com/lansing-news/index.ssf/2015/02/medical_marijuana_dispensary_e.html] — find more effective and healthier than smoking.

"This is not a criminal justice issue, this is a health issue, and even more it's a moral issue," said Rep. Lisa Lyons, R-Alto, who sponsored the edibles bill. "Put yourself in these peoples' place. What would you do if it was your child?"

Combined, the three-bill package proposes the most significant changes to Michigan's medical marijuana program since voters approved use of the drug in 2008, but it would not eliminate the current patient-caregiver system that allows for limited home growing.

Dispensary owners would be required to pay a 3-percent tax on their gross retail income, and proceeds would be divided between local municipalities, counties, sheriff's and the state's general fund. Patients would also be required to pay Michigan's 6-percent sales tax on dispensary purchases.

MARIJUANA IN MICHIGAN

Medical marijuana dispensaries, taxes and edibles approved by Michigan House
[\http://www.mlive.com/lansing-news/index.ssf/2015/10/medical_marj

Proposed tax changed as Michigan House preps vote on major medical marijuana package
[\http://www.mlive.com/lansing-news/index.ssf/2015/10/proposed_tax

Medical Marijuana Act may be unfixable, says attorney
[\http://www.mlive.com/news/grand-rapids/index.ssf/2015/09/medical_mar

Medical marijuana dispensary, tax proposal passed by Michigan House panel despite concerns
[\http://www.mlive.com/lansing-news/index.ssf/2015/09/medical_marj

Michigan marijuana legalization group, at half way point in petition drive, dives deep into data
[\http://www.mlive.com/lansing-news/index.ssf/2015/09/michigan_pot

All Stories
[\http://topics.mlive.com/tag/marijuana/po

An earlier draft of the bill would have seen the state impose an 8 percent tax on dispensaries, but critics argued the higher rate would have led to **unreasonable prices** [http://www.mlive.com/lansing-news/index.ssf/2015/09/medical_marijuana_dispensary_r.html] for patients and encouraged continued trade on the black market.

State Rep. Jeff Irwin, D-Ann Arbor, called the updated bills "imperfect , but a good compromise," a sentiment also expressed by Robin Schneider of the National Patients Rights Association.

"I think it's a workable system," Schneider said earlier Wednesday before the vote. "It will provide safe access for patients and require testing, proper packaging and labeling. This will be good for patients."

But some long-time medical marijuana advocates remain unhappy the the proposed distribution system, which would create additional bureaucracy and prohibit registered caregivers from selling their excess home-grown pot to dispensaries.

"The biggest problem we're concerned about is the criminality of people involved in medical marijuana," said Matthew Abel, an attorney and executive director of Michigan NORML. "While these bills go quite far in allowing infused products and dispensaries, they freeze out of the system all the people who are currently growing. All of them."

The regulatory system would not be cheap to maintain. The House Fiscal Agency estimates that the Department of Licensing and Regulatory Affairs, Michigan State Police and the attorney general's office would have to employ more than 100 full-time employees to handle licensing, enforcement and prosecution related to medical marijuana.

To cover those costs, the state would require licensees to pay application fees and an annual regulatory assessment. One bill specifies that the assessment for a CLASS A grower, who would be allowed to maintain 500 plants, could not exceed \$10,000, but other rates are not specified.

The House approved less strenuous dispensary and edible legislation last year, but the bills were buried in the Senate when law enforcement officials raised concerns about the "uncharted course" they would forge.

This time around, Callton made it a point to seek input from law enforcement groups earlier in the legislative process, and he said the looming possibility of full legalization in Michigan -- there are already **two petition drives** [http://www.mlive.com/lansing-news/index.ssf/2015/06/michigan_marijuana_legalizatio_3.html] underway -- made police officials more willing to consider medical regulations.

"They saw it happen in Colorado, they saw it happen in Washington, and they said it's not a matter of if, it's a matter of when," Callton said. "So let's create some sort of regulation and some sort of oversight that makes sense before this happens."

Still, the new-look bills face an uncertain future in the Senate, where previous proposals stalled out last year. Senate Judiciary Committee Chairman Rick Jones said he'll likely study the bills for a couple of weeks before taking any action, but does not expect to wait too long.

"I'm disappointed that they lowered the tax. I think that was a mistake, and we're going to revisit that," Jones, a Grand Ledge Republican and former sheriff, said earlier Wednesday before the House vote.

"I'm going to make sure that Michigan State Police, the sheriffs, the chiefs of police and the prosecutors are on board, so I may have to tighten it up a bit, but I do anticipate passing the bills."

*Jonathan Oosting is a Capitol reporter for MLive Media Group. **Email him**, find him on **Facebook** [<https://www.facebook.com/jonathan.oosting>] or follow him on **Twitter** [<http://twitter.com/jonathanoosting>].*

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