

**City of Swartz Creek  
AGENDA**

**Regular Council Meeting, Monday, January 23, 2017, 7:00 P.M.  
Paul D. Bueche Municipal Building, 8083 Civic Drive Swartz Creek, Michigan 48473**

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**  
4A. Council Meeting of January 9, 2017 MOTION Pg. 16
5. **APPROVE AGENDA:**  
5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**  
6A. City Manager's Report MOTION Pg. 2  
6B. Monthly Reports (FANG & Budget) Pg. 25  
6C. Bike Give-away List Pg. 31  
6D. Budget Amendment (Business Item) Pg. 32  
6E. Supervisors Agreement (Business Item) Pg. 36  
6F. Complaint Reporting Proposal – SeeClickFix (Business Item) Pg. 77  
6G. MML Loss Review Report Pg. 82  
6H. Dragon Logo Example (Business Item) Pg. 85  
6I. Consumers Energy Lighting Proposal – Private Fixtures Pg. 86
7. **MEETING OPENED TO THE PUBLIC:**  
7A. General Public Comments
8. **COUNCIL BUSINESS:**  
8A. Proclamation - Swartz Creek School Choice Week PROCLAMATION  
8B. Budget Amendment RESO Pg. 13  
8C. Supervisors Agreement RESO Pg. 14  
8D. Street Update DISC  
8E. SeeClickFix DISC  
8F. Water Tower DISC  
8G. Closed Session – Real Property Transaction/Lease RESO Pg. 15
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

**Next Month Calendar**

Fire Board:	Tuesday, January 24, 6:00 p.m., Public Safety Building
Police Authority:	Wednesday, January 25, 2017, 10:00 a.m., PDBMB
Park Board:	Wednesday, February 1, 2017, 6:00 p.m., PDBMB
Planning Commission:	Tuesday, February 7, 2017, 7:00 p.m., PDBMB
Park Board:	Wednesday, February 1, 2017, 6:00 p.m., PDBMB
Downtown Development Authority:	Thursday, February 9, 2017, 6:00 p.m., PDBMB
City Council:	Monday, February 13, 2017, 7:00 p.m., PDBMB ,
Fire Board:	Tuesday, February 21, 6:00 p.m., Public Safety
City Council:	Building Monday, February 27, 2017, 7:00 p.m., PDBMB

**City of Swartz Creek**  
**CITY MANAGER'S REPORT**  
 Regular Council Meeting of Monday, January 23, 2017 - 7:00 P.M.

**TO:** *Honorable Mayor, Mayor Pro-Tem & Council Members*  
**FROM:** Adam Zettel, City Manager  
**DATE:** January 18, 2017

**ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS**

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

Appeals that the city is preparing to do full appraisals on are the Topvalco (Kroger) property and O'Reilly Auto Parts. These are newer submissions that will take some time to resolve themselves.

I expect a future negotiation for the office building, for which we are awaiting some market data (Huizinga Properties). A complete listing of outstanding appeals is as follows (note that the S.C. Mini Storage is also settled).

Year	Parcel #	docket	Owner	Petitioner's	Assessed	Taxable	Assessed	Taxable	Status
2015	58-02-200-029	15-002787	S.C. Mini Storage	Steve Johnson	765,300	765,300	550,000	550,000	stip pending
2016	58-02-200-029	15-002787	S.C. Mini Storage	Steve Johnson	861,000	859,495	550,000	550,000	
2016	58-31-626-002	16-001553	Huizinga Properties	Mark Pendery	131,800	131,800	85,000	85,000	answered 6/21/16
2016	58-36-576-012	16-002714	Topvalco/Kroger	H. Adam Cohen	2,239,700	2,044,916	1,100,000	1,100,000	answered 8/2/16
2016	58-31-551-006	16-003390	O'Reilly Auto Parts	Thomas Randle	523,900	453,942	150,000	150,000	answered

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

✓ **MORRISH AND BRISTOL SIGNAL** *(Update)*

Installation should begin the first week of February, weather pending.

✓ **MORRISH AND I-69 SOUTH SIGNAL** *(Update)*

There has been a desire by some in the community to re-engage the signal at Morrish Road at the raceway. Anecdotally, it appears this will help with vehicles exiting the interstate and turning left onto the interstate. We are looking into the process to do so. Please let us know if there is any objection to moving forward.

✓ **2017-2020 TRAFFIC IMPROVEMENT PROGRAM (TIP)** *(No Change of Status)*

The three year plan for street funding has been drafted by the county, and the city has committed to a 20% match for those streets that were awarded funding. Based upon discussion in October, I submitted a letter to the Genesee County Metropolitan Planning Commission indicating that we could not make good use of the federal funds for Worchester and directing them to reallocate such funds. That project has been removed from the Traffic Improvement Program, leaving only Fairchild.

Listed below is the breakdown for Fairchild, including federal funding:

<u>Road</u>	<u>Point of Beginning</u>	<u>Point of End</u>	<u>Length (Miles)</u>	<u>Lanes</u>	<u>Lane Feet</u>	<u>Width (Feet)</u>	<u>ADT</u>	<u>Total Cost</u>	<u>Federal Match</u>	<u>Local Match</u>
Fairchild	Cappy	Miller	0.28	2	2956.8	44	2456	\$305,104	\$247,234	\$61,021

✓ **STREET PROJECT UPDATES (*Business Item*)**

This is a standing section of the report on the status of streets as it relates to our dedicated levy, 20 year plan, ongoing projects, state funding, and committee work.

Bids have been opened. At first glance, the bids are below the engineers estimate. However, the low bid needs to be affirmed by the engineer for completeness and competency. In addition, the city shall need to reconcile the line items in the bid to ascertain how those specific components align with the street plan budgeted figures. For example, the bids may be at or below the engineers estimate, but there could be savings in the water main portion and increases in the street portion. There could also be line items that are of a concern for contingencies, such as excavation quantities that are estimated only and have the potential to add costs. Overall, the prices appear to put us in a position to do all of the projects that were bid! They are in the ballpark.

No further action of the city council will be required until February or March, after the bids are analyzed and a more complete financial picture of the project costs, the city's total debts, savings, and operational cash flows is available.

Once that information is analyzed by the financial advisor, a recommendation on the final borrowing amount will be made and the bonds can be placed with city council approval. This would be expected to occur in March or April and be in line with our annual budget planning.

We met with Republic Waste this week regarding collection of garbage, recycling, and yard waste during the project. As it appears the water main work will occur between April and June, the streets probably won't deny the hauler access until late June or so. However, there will still be an extended period of time when curbside pickup is impractical, if not impossible. The solution we are tentatively working with is to set up a dropoff station in the middle parking lot of Winshall Park. This area will be for drop off only and will have special, sealed containers for recycling and yard waste. These will be collected as needed. The site will also have a dumpster or dumpsters that will be emptied five days a week.

Our goal is to inform the impacted households that they will need to take their waste to this location. Note that it may be possible to have other dumpsters throughout the construction area, for convenience purposes. However, we will not know if this can occur until a contractor is selected. We expect to send direct notice of the timeframe, collection locations, hotline number for complaints, and notice of special accommodations. I will keep the council informed on how this waste collection plan is progressing.

Concerning the decorative lighting, we met with another division of Consumers Energy that works with private lighting installations. This is different than the regulated public systems. For example, the street lights on Fortino Drive are part of the public, regulated

street light system that are operated by Consumers and billed with our city-wide, monthly street lighting contract. The lights in the city parking lot off of Morrish Road are part of our private system and are billed with a separate meter just as any home or business would be. The public systems are very regulated in what can be used and how it is installed. Private systems are much more flexible, though metered.

Included in the packet is some information about available street lights that we can buy and install ourselves. The costs, lighting output, and designs are included. Lou Fleury is working on getting a cost to install these as metered accounts.

While Consumers indicated that it would cost over \$150,000 to install decorative replacement lights throughout the street reconstruction area as part of the public system. It appears we can do so on a metered account for about \$110,000. The private system also allows for LED lights, which are cheaper to operate and give off better lighting. Our goal is to be able to present the city council with options for lighting with the street bids. Right now, we have the options for:

1. Do nothing
2. Upgrade all CE lights to decorative fixtures on the public system (~\$150k)
3. Upgrade all CE lights to decorative on a private system (~\$110k)
4. Upgrade some lights on CE's public system to decorative fixtures (?)
5. Upgrade CE lights to LED cobra head (non-decorative)?

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

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

Sewer work has already been completed for the east side of Seymour (Greenleaf) and parts of Chesterfield. There is some restoration work to do, but the entire project should be invoiced and closed this month without any further issues.

✓ **KWA** (*No Change of Status*)

The latest expectation is that we will be receiving KWA water by October of 2017, less than one year! Staff with the county indicated that a budget will be set up in the coming months, with early indications being a stable or slightly lower rate. This rate should float for a few years, while operations are standardized and analyzed.

In addition, there is a report from Jeffrey Wright included in the packet. He covers a number of issues that will help us stay informed. He is also requesting a letter of support from the city. I am not opposed to writing such. Please let me know if there is any objection.

✓ **WATER LOSS** (*Update*)

We have a contract to use auditory technology to complete leak detection in the city. This will begin when the weather is conducive to their needs. In the meantime, we are still looking at master meter function and continue to audit accounts.

✓ **SHARED SERVICES, POLICE DEPARTMENTS** (*Business Item*)

The authority is to be up and running on February 1. In order to make the transition smooth, we have identified the following tasks (among others) that need to be completed:

1. Bill of sale for transferred assets, collectively or individually
2. Transfer of \$285,000 to authority (29% of the fiscal year)
3. Budget amendment to enable split year operations/authority contribution
4. Alteration of webpage; notice that PD has moved location
5. Separation of server/drives/data – pending onboarding of new server
6. Notice to Meadowbrook and a change in service (insurance, workers comp) - Complete
7. Registration removal of staff and/or department from federal, state, and local databases/lists
8. Subrogation/transfer of existing contracts and agreements to the authority, as needed
9. Transfer land line phone service/forward calls to authority PD
10. Termination (transfer) of all employees
  - a. Cancellation of health care, eye care, life insurance, union dues, Aflac, etc.
  - b. Transfer of MERS
  - c. Collection of city property not to be transferred, if any
  - d. Termination of phone service and pagers for PD use
  - e. Removal of employees from city server, security, etc.

In addition, staff has been working with MERS and the authority counsel on identifying the proper instruments to effect the transition of retirement assets and the payment of the outstanding liability.

Of course, this process will be ongoing for some time. I expect the authority board and our respective municipal bodies to be making adjustments to policy, spending, staffing, and similar attributes over the next year or two. So please be patient as the new authority gains its footing. This will not be a one-time transition in which we seamlessly change the provider of police service.

✓ **POLICE AUTHORITY FACILITY PLAN CONCEPT (Update)**

This section will be rolled into the “Police Authority” section above in future meetings.

At this time, the authority is planning to maintain the same office hours for the Swartz Creek station. They will inform us to changes in the staffing and hours of operation as we progress.

The Hill Road facility is expected to be in use by July 1<sup>st</sup>. That is the expected timeframe in which the leases shall formally commence for both municipalities. We have already begun the process of separating operating utilities for our facility, making them the responsibility of the authority on February 1.

✓ **HERITAGE VACANT LOTS (Update)**

With the addition of the two tax sale lots acquired this month, the city still owns six lots in Heritage Village. We have no immediate plans for these at this time. However, a process similar to that undertaken in Springbrook East may be appropriate. The association has expressed some interest in seeing some of these lots used for home development consistent with the neighborhood. I will keep the council informed.

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

We have been making the streets passable by adding more asphalt millings to the base and removing encroaching vegetation. We are also ordering some street signs and "No Dumping" signs.

The street committee considered this neighborhood at their meeting on August 30th. They believe the city should reach out to all property owners with vacant lots. However, it is thought that a cost estimate for the required improvements (sanitary and storm water) should be prepared beforehand. City engineer, Lou Fleury, is looking into the work previously done to see if the storm water plan is detailed enough to price out. At this point, he feels another \$6,000 - \$8,000 is needed to revisit the plans for the current scope and needs.

Gaines Township tentatively agreed to work with us on finding solutions, as had the church on Hill Road that may be involved with the location of utilities. I await more formal commitments, post election, before discussing the specifics of engineering.

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

This has been sent to print. You should have a copy by now. Let me know what you think.

✓ **SUNOCO** (*Update*)

Once again, we have an ability to get the work done as it relates to a cleanup by EM. The council has heard this before, but this time we are working on a more comprehensive agreement that includes terms for potential closure of the site in the eyes of the state. This is worth looking into. I will keep the city council informed.

✓ **ELMS PARK RENOVATIONS** (*No Change of Status*)

The restrooms are complete, and the books are closed on this component of the project. The remainder of the grant funded improvements will be bid during the winter months when the contractor interest and pricing will be in our favor. While any delay is frowned upon, this will enable the improvements to coincide with the Dog Park and Tot Lot projects. There should not be any adverse impacts on our grant status.

The dog park has been approved. The scouts indicated that this should be installed early in 2017. The park board will be addressing operating rules/guidelines for this facility this summer. In the meantime, we await progress by the scouts.

✓ **WATER TOWER PAINTING** (*Business Item*)

The low bid by Fedewa for \$78,400 has been accepted, along with \$11,000 for construction engineering/inspections. I expect the contractor to begin when weather permits.

In the meantime, there is renewed interest in a logo (perhaps two?). Dixon Engineering staff indicate that each logo can range in cost from \$2,000 (for a very simple, single color logo) to \$8,000 for a logo with multiple colors and shading. The logo that appears to be used by the schools for branding is one popular suggestion. I have included this logo in the packet and sent it to the engineer for a pricing estimate. Because it is two

colors and includes a shading layer, I suspect this will be at the higher end of the price scale. In addition, it appears the city will have permissions needed to use this on the tower. Thank you to Mr. Cramer for checking into this.

This item is on the agenda for discussion. Whether the attached logo is used or not may not be as important as getting a feel from the council on whether an investment in branding the tower is worth an expense, and how much expense that might be.

✓ **TRAIL PLANNING CONCEPTS** *(No Change of Status)*

We await OHM to begin investigating trail options. I suspect they will look for park board, planning commission, and general input at some point. I will keep the council informed.

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

Conceptual approval has been granted for a course in Winshall Park. With winter fast approaching, interest in fundraising has died down. I will keep the city council informed.

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

The State of Michigan oversees a new program in which cities become certified as "Redevelopment Ready Communities". The intent of the program is to encourage and help cities streamline development and review processes in order to better move forward with implementing plans for downtown and commercial improvements. An advantage of being certified is that the state will assist such communities with marketing specific sites and/or plans, such as the raceway or downtown properties.

I have taken one of two courses required to begin the process. The next course is in March. After that is complete, I will likely present the city council with a resolution to pursue certification. Doing so would start a process in which we review our ordinances, permits, applications, and processes related to building, planning, and zoning. The state will then encourage revisions as needed in order to achieve what they believe is the optimal set of policies and procedures (certification).

✓ **MEDICAL MARIHUANA** *(No Change of Status)*

The city has no zoning ordinances that enable any of the five state licensed facilities (growing, processing, testing, transport, and provisioning). This is within the city's rights to enable any, all, or none of those uses. The planning commission is expected to consider those uses throughout the spring and summer months and make recommendations accordingly. Since no licenses can be granted until December of 2017, this is expected to be timely. I will keep the city council informed.

✓ **DEBT** *(No Change of Status)*

At previous meetings, we have discussed existing city debt and how that relates to existing fund balances. Staff believes that we should consider paying off more debt, if not all of it. Why? Due to circumstances, local governments cannot invest savings in any meaningful way. This means our savings (fund balances) are worth less each year in terms of spending power. Meanwhile, we pay interest on some notes at over 4.35% from those same funds. For unfunded retirement, we lose a theoretical 7.75% each year, though this is likely 6% in practice.

In the spring, we analyzed our fund balances in terms of months-of-operating. This means that if we had \$100 in savings after all expenditures for a year and spent \$200 each year from that fund, we would have six months operating remaining. What we found is that sewer and general fund were in very good positions, with the ability to make expenditures on debt or deferred maintenance on facilities. This practice is known as spending down healthy savings. We believe we should seriously consider details in the near future.

The largest debt we have is in the shape of the unfunded, accrued liabilities for retirement. These liabilities hit all major funds, but are owed mostly from the general fund. If the authority forms, there is an expectation that we pay down all of the accrued debt for the police unit. Frankly, we should probably do this anyway since their returns are much higher than what we achieve.

Note that there is still some debt for the other units, but the Supervisors and AFSCME are closed and have no new covered employees. In fact, there are no current pension-eligible supervisors and only two active AFSCME employees in the pension fund. Everyone else is retired. We will have a better understanding of what is owed after our actuarial evaluation by MERS.

The city also has a note outstanding for city hall. According to the information we received, bonds can only be called on an interest payment date. The next interest payment date is March 1, 2017 at that time the payoff will be \$405,952.50. If we pay off the bond early we will save about \$57,000 in interest. The payoff would come from general fund 40%, Garbage Fund 10% and 25% from each water and sewer fund. Ms. Aguilar believes we should seriously consider the early payoff. The fund balance in each of these funds is healthy enough to pay these down.

General Fund:	\$162,381
Garbage Fund:	\$40,595.25
Water Fund:	\$101,488.12
Sewer Fund:	\$101,488.12

The sewer fund also has a separate debt, which incidentally is on the agenda this evening. The interest on this is approximately \$20,000 annually. We are making inquiries into the nature of any possible early payoff for this as well. This note is held by the county and is noted to amount to approximately \$500,000 in our audit. Details will follow. For now, there appears to be enough interest from Clayton and Gaines to make payoff of this note in the spring probable.

The one area of pause we must consider is the street projects. The bids going out this year could come in high, requiring a delay or additional funds from the general fund or borrowed from the sewer fund. As such, a clear picture of debt obligations will not be known until the final police authority pension liability is known and street bids are received. Related to the street bonding, we will likely require professional, certified financial advisor services in addition to our legal bond counsel. They can probably assist with all of the concerns related to our debt.

There is a lot to consider here, and much of it is financial jargon. If you have any questions or concerns, please don't hesitate to ask.

✓ **SPORTS CREEK RACEWAY TEMPORARY LAND USE** (*No Change of Status*)

General Motors and their transport affiliates have been using area parking lots for the temporary storage of new trucks that are produced locally and require pre-transport storage. They worked out a deal with the raceway to use their open parking area for the storage of such vehicles for a period of 30-90 days. Based upon our zoning ordinance, we are able to approve such temporary uses based upon performance criteria and affirmation by the police and fire professionals. We have conditionally granted approval of this temporary use based upon the lease terms, security, duration, estimated trip count, and type of product storage.

There has been no stated intention to continue with this use once the permit expires. There has also been no indication that there is a buyer or other use proposed. We will monitor the performance in terms of traffic, security, lighting glare, and other factors for the time being.

✓ **TAX REVERTED PROPERTIES** (*Update*)

We have all three properties. Unfortunately, we will not be able to spend funds on demolition until May or June per the county. I will attempt to speed this up to get the demolition in front of the festival. The three properties are:

3323 Heritage Boulevard (Vacant condo lot)  
3329 Heritage Boulevard (Vacant condo lot)  
5157 Morrish Road (Single Family Home) ***This is the home targeted for demolition.***

✓ **COMMUNITY DEVELOPMENT BLOCK GRANT** (*Update*)

We have \$12,000 set aside for demolition and another \$16,819 set aside from the Genesee County Home Program. As noted above, the CDBG agreement will not be available to sign until May, thereby delaying action on 5157 Morrish until at least that time, longer if we cannot release bids until the contract is signed.

✓ **FINANCE DIRECTOR DUTIES – SUPERVISORS AGREEMENT** (*Business Item*)

I have negotiated changes to the Supervisors Agreement to enable Mrs. Korth to take on the duties of Finance Director and Office Manager. This is the culmination of our succession plan for Ms. Aguilar's retirement, which also included promoting Ms. Eskew to the City Clerk and seeking new technologies and professional services.

Included in the packet is a resolution to affirm the amended and restated agreement. I have attached the agreement and noted changes, which include adjustments to job titles, descriptions, and the wage of the Treasurer. The Supervisors Unit approved these changes unanimously, and I believe this change will enable the city to move forward efficiently and productively. Admittedly, we will have another adjustment period, but I do believe that Ms. Aguilar and Mrs. Korth were well situated leading up to this transition.

In addition to the staff changes noted, we are also accommodating the change in our administrative operations through the following:

1. Reduce accounts payable frequency from weekly to every two weeks
2. Contract for payroll services
3. Develop an online/electronic bill pay system
4. Email utility bills
5. Reduce budget line items and association entries
6. Secure a Lock Box system for bill pay at Chase Bank
7. Replace Ms. Key (part time receptionist that left in late 2016)

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

✓ **MONTHLY REPORTS** *(Update)*

The Flint Area Narcotics Group and December Budget report are included.

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

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

The commission did not meet in January. Their next meeting is scheduled for February 7, 2017.

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

The DDA did not meet in January. As noted in the "Sunoco" section above, the DDA is interested in funding and planning such improvements. They request the ability to lead the planning process, conditioned upon input from the public and planning commission, as well as final approval by the city council.

The DDA's next regular meeting is scheduled for February 9.

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

There are no pending variances, appeals, interpretations, or other business before the Zoning Board of Appeals. This board shall meet on March 15<sup>th</sup> for their annual meeting. Otherwise, they meet on the third Wednesday of each month when business demands it.

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

The park board met on January 4<sup>th</sup> to discuss fundraising, select officers, and review the park reservation form. The attached draft minutes explain the details. The group is planning to continue with the slip and slide fundraiser, pumpkin sale, and one or two other events.

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

The BoR met on December 13, 2016. They heard a couple Principle Residency Exemption cases. They do not meet again until the March sessions on general appeals.

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

✓ **BUDGET AMENDMENT** *(Business Item)*

At some point in the near future, we shall be making budget adjustments in the normal course of business to adjust for routine deviations to revenues and expenses. This process will be complicated this year by the departure of Ms. Aguilar and the transfer of police services.

In the meantime, one series of amendments is needed prior to the transfer of police services on February 1. This includes a recognition of the reallocation of police expenses from standard accounts (wages, supplies, etc.) to a single account allocation for authority payment. This will only impact the last five months of the year. What this means is that Deanna is looking to reduce most accounts, such as wages, from their year-long totals to amounts generally reflecting seven months of expenses. This will make the budget accurate through February 1. After that point, the police budget will resemble the fire budget and be reduced to a smaller set of payments for service. All of the related police accounts shall require another adjustment prior to the end of the fiscal year as well.

We need to create this new account now and fund it accordingly in order to make the wire transfer of funds in time. Future budgets will resemble the fire department composition for future years.

✓ **CLOSED SESSION (*Business Item*)**

The city has business to discuss related to a potential real property transaction or lease. This is a purpose permitted for discussion in a closed session, and I find it to be advisable to do so in this case. A resolution is included to move the council into a closed session for this purpose.

✓ **SEE CLICK FIX (*Business Item*)**

Included in the packet is a proposal for a new service called See Click Fix. As we look for ways to better serve the public and improve our community, we have begun looking at innovative ways to get common problems identified and solved in a manner that builds confidence in our municipal services and thereby creates a strong brand for our improving community.

This service is one that I came across recently that potentially fills a void in how we communicate with the public and how the public communicates with the city. Specifically, the void is one in which younger folks tend to use their own social media to identify and and share issues in their neighborhood BEFORE and in place of contacting those that can help.

For example, in monitoring Facebook, I often come across images and comments people make about finding graffiti on the sidewalk or a piece of broken park equipment. More often than not, these issues are not reported to us directly using any existing means (phone, email, office visit, letter, or the city's social media). This makes it difficult for us to solve matters, especially if we aren't notified. However, if there are images of community issues on social media, the perception is that the city cannot or will not address them.

This is where See Click Fix may be able to help. This software application allows residents and visitors to use a phone application or the webpage to identify and

report problems in the community, with or without images. The problems are then logged in a mapping system, staff is immediately notified, and the incident is mapped. We then have the opportunity to respond to the complaint, fix it, and note that it was fixed. In short, we believe this will enable the city to address problems that might otherwise not be reported, to do so more quickly, and to build a brand that “Swartz Creek gets things done!”

I have included there proposal. At this point, I don’t see this service saving us any money, though that possibility exists in the long run. However, the cost is small, especially if divided among funds, and it should enhance our community. If not, we can drop it with no large loss. Questions I asked include:

1. Will reports be limited to city problems (avoiding complaints from just outside our jurisdiction)? Yes, the application uses GPS, and if a complaint is logged at a location, just outside of town, the user will be notified.
2. Will “Trolls” (those that post irrelevant/improper content be allowed to post? Initially yes, but the site is monitored, the city can flag posts for removal, and users can be banned by their account and IP address if necessary.
3. Will city employees and our appropriate contractors be notified immediately about issues? Yes, the application can have a menu with specific complaint types, so that garbage complaints go to the proper person and building complaints go to the proper person.

This item is up for discussion. Please let me know what you think. Check out the webpage and some of these references if you have the time.

#### REFERENCES

Tim Moslener (IT Director, Big Rapids)

- [tmoslene@ci.big-rapids.mi.us](mailto:tmoslene@ci.big-rapids.mi.us)
- [\(231\) 592-4033](tel:2315924033)

Vester Davis (Assistant to City Manager, Grand Haven)

- [vdavis@grandhaven.org](mailto:vdavis@grandhaven.org)
- [\(616\) 847-4888](tel:6168474888)

These are both from MI. I can get you more if you'd like

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

*Bike Give-Away:* The list of bikes that we donated to area children is included in the packet.

**City of Swartz Creek  
RESOLUTIONS  
Regular Council Meeting, Monday, January 23, 2017, 7:00 P.M.**

**Resolution No. 170123-4A                    MINUTES – JANUARY 9, 2017**

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

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, January 9, 2017, to be circulated and placed on file.

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

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

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

**Resolution No. 170123-5A                    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 January 23, 2017, to be circulated and placed on file.

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

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

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

**Resolution No. 170123-6A                    CITY MANAGER’S REPORT**

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

**I Move** the Swartz Creek City Council accept the City Manager’s Report of January 23, 2017, including reports and communications, to be circulated and placed on file.

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

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

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

**Resolution No. 170123-8B                    BUDGET AMENDMENT**

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

**WHEREAS**, Act 621 of P.A. 1978 provides for a uniform budgeting system for local units of government; and

**WHEREAS**, Act 275 of P.A. of 1980 further prohibits deficit spending by local units of government; and

**WHEREAS**, the City Council has reviewed the City’s 2016 – 2017 Revenue and Expenditure Report through December 2016, specifically as it relates to the transfer of police services to the Metro Police Authority of Genesee County, and finds that it is not in deficit; however, certain department activity line items may be in deficit; and

**WHEREAS**, the City Council has received a Budget Amendment Summary and Revenue and Expenditure Reports reflecting proposed changes in budgeted items; and

**WHEREAS**, new budget amounts necessitate adjustments to the original adopted budget; and

**WHEREAS**, said supplemental documentation shows the new proposed revenue and expenditures by fund.

**THEREFORE BE IT RESOLVED**, the Swartz Creek City Council hereby authorizes and directs the city manager to make all necessary mid-year budget adjustment amendments to Fund 101 (General) in accordance with the supplemental documentation (pages to ) attached.

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

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

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

**Resolution No. 170123-8C                      SUPERVISORS AGREEMENT AMENDMENT**

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

**WHEREAS**, the City Clerk/Finance Director informed the city of her retirement plans in 2015, and;

**WHEREAS**, the city pursued a succession plan that included the promotion of a staff member to the position of Clerk in 2016, and

**WHEREAS**, the Finance Director retired from the city on December 31, 2016, and;

**WHEREAS**, the city has been engaged in a reorganization of staff duties and a retooling of city administrative processes and services to align with the reduction of staff, and;

**WHEREAS**, the City Manager negotiated with the current City Treasurer to amend the job description to include the remaining duties of the Finance Director, and;

**WHEREAS**, the City of Swartz Creek entered into a labor agreement with the Swartz Creek City Supervisor’s Association on July 25, 2016, for the purpose of setting terms and conditions of employment and to promote orderly and productive labor relations between the Employer and the Association, and;

**WHEREAS**, the Employer and Supervisors Association agree to amend the Agreement, Sections 3, 6, 11, & Appendix E (job descriptions), so as to effect this appointment.

**NOW THEREFORE, BE IT RESOLVED** the City of Swartz Creek City Council hereby affirms the amended and restated 2016-2017 Collective Bargaining Labor Agreement between the City and the Swartz Creek Supervisor's Association, a copy of which is attached hereto.

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

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

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

**Resolution No. 170123-8G**

**CLOSED SESSION TO CONSIDER PROPERTY  
TRANSACTION/LEASE (ROLL CALL VOTE)**

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

**WHEREAS**, the City of Swartz Creek has potential business concerning the transaction or lease of real property, and;

**WHEREAS**, the MCL 15.268(d) permits a governing body to enter a closed session to consider the purchase or lease of real property up to the time an option to purchase or lease that property is obtained.

**NOW THEREFORE, BE IT RESOLVED** the City of Swartz Creek City Council exit the regular session of the city council and enter into a closed session for the purpose of discussion related to the consideration of the purchase or lease of real property.

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

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

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

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
MINUTES OF THE REGULAR COUNCIL MEETING  
DATE 01/09/2017**

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

Invocation and Pledge of Allegiance.

Councilmembers Present: Cramer, Florence, Gilbert, Hicks, Krueger, Pinkston, Porath.

Councilmembers Absent: None.

Staff Present: City Manager Adam Zettel, City Clerk Connie Eskew, Director of Public Services Tom Svrcek, City Attorney Charles Boike.

Others Present: Bob Plumb, Lania Rocha, Jim Barclay, Steve Shumaker, Tommy Butler, Boots Abrams, Richard Abrams, Lou Fleury, Rebecca Thiell, Steve Long, Rod Gardner, Donald Wyatt, Officer Nicholas Paul, Lt. Matt Bade, Chief Dan Atkinson, Officer Steve McFadden, Anthony Chubb, Kevin Kilby, Faye Porath, Shawna Ferry.

**APPROVAL OF MINUTES**

**Resolution No. 170109-01**

**(Carried)**

Motion by Councilmember Porath  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council hereby approve the amended Minutes of the Regular Council Meeting held Monday December 12, 2016 to be circulated and placed on file.

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

**APPROVAL OF AGENDA**

**Resolution No. 170109-02**

**(Carried)**

Motion by Councilmember Cramer  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council approve the Agenda as presented for the Regular Council Meeting of January 9, 2017, to be circulated and placed on file.

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

NO: None. Motion Declared Carried.

### **City Manager's Report**

#### **Resolution No. 170109-03**

**(Carried)**

Motion by Councilmember Florence  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council accept the City Manager's Report of January 9, 2017, including reports and communications to be circulated and placed on file.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

### **MEETING OPENED TO THE PUBLIC:**

Tom Lorenz resides at 7335 Bristol Road, commented on the installation of the light at Bristol/Morrish Rd.

Tom Svrcek, Director of Public Services responded that a work order number has been set for the light through the county but no timeframe known but Consumers Energy's work has been completed.

### **MICHIGAN MUNICIPAL LEAGUE DUES**

#### **Resolution No. 170109-04**

**(Carried)**

Motion by Councilmember Hicks  
Second by Councilmember Gilbert

**BE IT RESOLVED THAT** the City of Swartz Creek renew its annual membership in the Michigan Municipal League for the period from 02/01/2017 to 01/31/2018, and further, appropriate an amount not to exceed \$3,082 for payment thereof, funds to be apportioned across revenue bearing accounts as determined by the Treasurer.

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

NO: None. Motion Declared Carried.

## LEAK DETECTION PROFESSIONAL SERVICES

**Resolution No. 170109-05**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Cramer

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

**WHEREAS**, the city has been experiencing higher than normal rates of water loss, and

**WHEREAS**, audits of billing accounts, large customer meters, and staff leak detection have not found significant sources of water loss, and

**WHEREAS**, the city is now seeking expert consultation from the Genesee County Drain Commission – Water and Waste Division, as well as other sources, to determine significant sources of loss, and

**WHEREAS**, Mr. Svrcek, in working with Aqua-Line Leak Detection Services of Findlay, Ohio on components of a private distribution system within the city, has found them to be capable and qualified to perform such services for the city.

**NOW, THEREFORE, BE IT RESOLVED** the City of Swartz Creek City Council approves the proposal for such professional services, with total costs for the engagement not exceeding \$5,000 for leak detection services as outlined in the proposal dated December 8, 2016.

**BE IT FURTHER RESOLVED**, that the City Council directs the City Manager to execute said proposal on behalf of the city and for the city Treasurer to appropriate such costs to all impacted funds as appropriate.

Discussion Ensued.

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

**RESOLUTION APPROVING THE AMOUNT OF MONEY THAT IS TO BE CONTRIBUTED BY THE CITY OF SWARTZ CREEK (“CITY”) TO THE METRO POLICE AUTHORITY OF GENESEE COUNTY (“POLICE AUTHORITY”) AND AFFIRMING THE CITY’S PARTICIPATION IN THE POLICE AUTHORITY, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ALL CONTRACTS NECESSARY TO EFFECTUATE THE IMPLEMENTATION OF THE POLICE AUTHORITY, AND OFFICIALLY DISBAND THE CITY POLICE DEPARTMENT.**

**Presentation**

Chief Dan Atkinson and Lt. Matt Bade gave a brief power point presentation going over the goal of the authority, public act, combined resources, requirements and oath of honor.

Discussion took place on these topics:

Lease  
Patrol  
Community involvement on webpage

Budget  
Pension Benefits

Maintenance  
Judging success

**Resolution No. 170109-06**

**(Carried)**

Motion by Mayor Pro Tem Pinkston  
Second by Councilmember Cramer

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

**WHEREAS**, the Charter Township of Mundy (“Township”) operates a police department to provide public safety to the residents and visitors to the Township; and

**WHEREAS**, the City entered into an agreement with the Township on October 12, 2015, pursuant to the Michigan Urban Cooperation Act of 1967 to conditionally form the Police Authority (the “Agreement”); and

**WHEREAS**, the Agreement defined an Agreement Date and an Effective Date, with the Effective Date being 210 days after the Agreement Date. Which was July 6, 2016; and

**WHEREAS**, the City Council and the Township Board agreed that it was in the best interest of the City and the Township to continue to pursue the establishment of the Police Authority and extended the Agreement through October 31, 2016; and

**WHEREAS**, the City Council and the Township Board agreed that it could not complete the requirements of the Agreement prior to October 31, 2016 and determined it was in the best interest of the Township and the City to continue to pursue the establishment of the Police Authority and further extended the Agreement through June 30, 2017; and

**WHEREAS**, the City Council finds that it is in the best interest of the City to establish the Police Authority and thereafter disband the City Police Department; and

**WHEREAS**, the current City Police Department employees will become employees of the Police Authority, pursuant to the seniority levels set forth in Attachment A; and

**WHEREAS**, the City will be required to pay any shortfalls if it is determined that the retirement accounts for those employees are not fully funded through the time of transfer of the employees to the Police Authority, and

**WHEREAS**, going forward, the City agrees to contribute to the Other Post Employment Benefits for those employees consistent with the terms of an agreement thereto; and

**WHEREAS**, the creation of the Authority will require the execution of multiple agreements to effectuate the transfer of employees and creation of the successor accounts, fringe benefits, and property lease;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council affirms that the recitals stated above are true and correct and are incorporated herein by reference.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the City Council has been provided an estimate of the amount of money the City is required to contribute to the Police Authority and the City hereby affirms and establishes the City's partnership in the Metro Police Authority, with the allocation of such funds and participation for services received, excluding prosecution, set at 30% of the budget not otherwise provided for by contracting agencies such as schools.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** the Mayor and City Clerk are hereby granted the authority by the City Council to execute all contracts, including the building lease, necessary to effectuate the implementation of the Police Authority.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that, the City Council hereby officially disbands the City Police Department and transfers employees, assets, and police powers to the Police Authority effective February 1, 2017 at 12:00 a.m.

Discussion Ensued.

YES: Porath, Cramer, Florence, Hicks, Krueger, Pinkston.

NO: Gilbert. Motion Declared Carried.

Break (5 minute)

## **WATER TOWER MAINTENANCE BIDS**

**Resolution No. 170109-07**

**(Carried)**

Motion by Councilmember Porath  
Second by Councilmember Cramer

**WHEREAS**, the City of Swartz Creek owns, operates, and maintains a water distribution system, including a 300,000 gallon Toro Ellipse Elevated Water Tower, and

**WHEREAS**, the water tower, though structurally sound, is physically disconnected from the water distribution system, and

**WHEREAS**, the water tower houses a wireless network provider and there is additional demonstrated interest to house wireless cellular carriers, and

**WHEREAS**, the water tower may yet be reconnected to the city and/or county water system to assist with the maintenance of pressures and/or provision of emergency water supplies in the future, and

**WHEREAS**, alternate uses for the structure may also be advisable or desirable, and

**WHEREAS**, painting of the structure is highly advisable for protective and aesthetic purposes if the tower is not to be removed in the foreseeable future, and

**WHEREAS**, the city requested sealed bids, and received five submissions, with the lowest qualified bid being Fedewa Inc.

**NOW, THEREFORE, BE IT RESOLVED** the City of Swartz Creek City Council approves the proposal by Fedewa Inc. of Hastings, Michigan, in the amount of \$78,400, plus a 15% contingency for painting and other maintenance services related to the water tower.

**BE IT FURTHER RESOLVED** that the City Council approves the professional service agreement for contract oversight and inspections by Dixon Engineering and Inspection Services of Lake Odessa, Michigan, in the amount of \$11,000.

**BE IT FURTHER RESOLVED** that the City Council directs the Mayor to execute said Notice of Award and the Agreement for Water Storage Tank on behalf of the city and for the city Treasurer to appropriate such costs to the Water Fund.

Discussion Ensued.

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

## **Street Update**

## **Discussion**

Adam Zettel, City Manager commented that there's not a lot right now to report. Some of the bidding process is starting prior to our next meeting. Recommendations should be coming soon. We are getting there and it's exciting times.

Tom Svrcek, Director of Public Services commented that this is a big deal for the city.

## **CROSS CONNECTION PROGRAM AGREEMENT**

**Resolution No. 170109-08**

**(Carried)**

Motion by Councilmember Cramer  
Second by Mayor Pro Tem Pinkston

**WHEREAS**, to remain compliant to the Safe Drinking Water Act of 1976, PA 339, the City of Swartz Creek instituted a Cross Connection Control and Compliance Program, and solicited and awarded sealed bids to HydroCorp of Troy, Michigan to implement the program, and;

**WHEREAS**, HydroCorp has brought the City into full compliancy with the Act and MI-DEQ Regulations, and;

**WHEREAS**, it is mandatory for the City to continue the program in order to remain compliant with the Act and MI-DEQ Regulations, and;

**WHEREAS**, the work performed by HydroCorp is a specialized professional service and cannot be done by regularly employed crews of the City, and;

**WHEREAS**, it is efficient and desirable for the City to remain with a single company to maintain compliancy and continued continuity of the established records currently maintained by HydroCorp, and further, HydroCorp has offered a three year agreement for \$293 per month, an increase of 2.8% over 2014 prices.

**NOW THEREFORE, BE IT RESOLVED** the City of Swartz Creek appropriate an amount not to exceed \$293 per month for 36 months, total accrued amount not to exceed \$10,548, payment for continuation of the City's Cross Connection Compliance and Control Program, to HydroCorp, a Michigan corporation located in Troy, Michigan, agreement period to run from January 1, 2017 through December 31, 2019, funds to be appropriated from 590, Water Supply Fund.

**BE IT FURTHER RESOLVED THAT**, the City Council approves the cross connection professional services agreement included in the January 9, 2017 city council packet and direct the Mayor and City Clerk to execute said agreement on behalf of the city.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

## **COMMISSION APPOINTMENTS**

### **Resolution No. 170109-09**

**(Carried)**

Motion by Councilmember Florence  
Second by Councilmember Cramer

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

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

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

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

- |                     |                                                                                                                               |                        |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------|------------------------|
| <b>#170109-09-1</b> | <b><u>MAYOR RE-APPOINTMENT:</u></b><br>Metro Police Authority of Genesee County<br>Three year term, expiring January 31, 2020 | <b>Curt Porath</b>     |
| <b>#170109-09-2</b> | <b><u>MAYOR APPOINTMENT:</u></b><br>Metro Police Authority of Genesee County<br>Two year term, expiring January 31, 2019      | <b>David Krueger</b>   |
| <b>#170109-09-3</b> | <b><u>MAYOR RE-APPOINTMENT:</u></b><br>Metro Police Authority of Genesee County<br>One year term, expiring January 31, 2018   | <b>Dennis Pinkston</b> |

Discussion Ensued.

YES: Krueger, Pinkston, Porath, Cramer, Florence.

NO: Gilbert, Hicks. Motion Declared Carried.

### **MEETING OPENED TO THE PUBLIC**

Dick Abrams resident at 5352 Greenleaf Drive congratulated the council on the job well done tonight and feels the police authority will be an asset to the community.

Tommy Butler resident at 40 Somerset Drive, commented on the authority's name and he hope it works.

### **REMARKS BY COUNCILMEMBERS:**

Mayor Pro Tem Pinkston schools, roads and police is what a community is judged by and we are going to be the best around. He also thanked everyone for all the work done.

Councilmember Gilbert commented to THINK SPRING!

Councilmember Hicks thanked Adam for all his answers today.

Councilmember Cramer commented that tonight is a historical moment with the approval of the police authority and he is looking forward to the new look of the water tower with a fresh coat of paint.

Councilmember Porath thanked David Guigear and Dan Atkinson for the idea of the police authority. He also thanked everyone else for their time and he is very thankful to Adam Zettel and the city is very lucky to have him.

Mayor Krueger thanked everyone for all the work for the success with the street millage and the police authority.

**Adjournment**

**Resolution No. 170109-10**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Cramer

**I Move** the Swartz Creek City Council adjourn the regular meeting at 8:45 pm.

Unanimous Voice Vote.

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**David A. Krueger, Mayor**

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**Connie Eskew, City Clerk**

Please see below for the monthly activity report for December 2016:

On 12-1-16, FANG officers obtained and executed a search warrant at a residence in the city of Flint. Officers seized 3 grams of heroin a small amount of codeine and 2 semi-auto handguns, one being a 7.62 caliber Draco pistol. 3 subjects were lodged at the Flint City Jail. 2 of the subjects lodged are convicted felons.

On 12-1-16, FANG officers responded to a methamphetamine dump site discovered by MSP Troopers in the city of Flint. Officers made the components safe and transported the hazardous materials to the MSP methamphetamine hazardous materials storage container in Bridgeport. There are no suspects.

On 12-1-16, FANG officers performed a controlled purchase of heroin and crack from a suspect in the city of Flint. The investigation is on-going.

On 12-1-16, FANG officers obtained and executed a search warrant at a residence in the city of Flint. Officers seized 28 grams of heroin, 2 grams of crack cocaine, 13 grams of cocaine and initiated forfeiture proceedings on \$2537.00. 3 subjects were lodged in the Flint City Jail.

On 12-3-16, FANG officers responded to a request for assistance from MSP Troopers reference a one pot meth lab found in motel room in Flint Twp. Clandestine trained FANG members responded to the scene, completed a search of the motel room, dismantled the lab, made the components safe and transported the hazardous materials to the MSP methamphetamine hazardous materials storage container in Bridgeport. Officers completed a methamphetamine lab assessment for prosecution.

On 12-5-16, FANG officers performed a knock and talk at a residence in the city of Flint reference attempt to locate a suspect wanted by FANG on a PWID Crack cocaine case. Officers made contact with the suspect finding him to be in possession of 13 grams of crack cocaine packaged in 58 individual corner ties. The subject was lodged in the Flint City Jail.

On 12-6-16, FANG officers received information from a confidential informant that a subject wanted by FANG on warrants was setting up to sell heroin out of hotel room in the city of Burton. Officers conducted surveillance at the hotel, observing the suspect. Officers made contact with the suspect and another male, finding them in possession of heroin packaged in bindles for sale. Forfeiture proceedings were initiated on \$1520.00. Both subjects were lodged in the Flint City Jail.

On 12-6-16, FANG officers assisted MDOC with initial contact and subsequent search of a probationer's residence. Officers seized suboxone, zanex, Adderall, and marijuana. Forfeiture proceedings were initiated on \$2014.00.

On 12-7-16, FANG officers performed a controlled purchase of crack cocaine from a suspect in the city of Flint. As a result of this controlled purchase officers executed a search warrant at a residence in the city of Flint on 12-8-16. Offices seized 13 grams of crack cocaine, 15 grams of marijuana, 31 vicodin, 5 fentanyl transdermal patches, 1 pump shotgun and 3 semi-auto handguns, one being a 7.62 caliber Draco pistol. Forfeiture proceedings were \$631.00. One subject was lodged in the Flint City Jail. Federal charges will be sought as the suspect is a convicted felon.

On 12-7-16, FANG officers obtained and executed a search warrant at a residence in the city of Flint. Officers seized 7 grams of cocaine and a semi-auto handgun. Forfeiture proceedings were initiated on \$7263.00. The suspect was lodged in the Flint City Jail. The suspect is a convicted felon, federal prosecution will be sought.

On 12-9-16, FANG officers conducted an undercover officer purchase of crack cocaine from a suspect in the city of Flint. On 12-15-16, FANG officers conducted another undercover officer purchase of crack cocaine from this suspect in the city of Flint. After the deal back up officers converged arresting the suspect. He was found to be in possession of an additional amount of crack cocaine packaged for sale. The suspect was lodged in the Flint City Jail.

On 12-9-16, FANG officers assisted a TFO assigned to the ATF with an undercover officer buy of cocaine and heroin from a suspect in the city of Burton. After the deal the suspect was allowed to drive away. A short distance away a traffic stop was conducted on the suspect vehicle by a Burton P.D. uniform officer. The suspect was taken into custody without incident and turned over to the A.T.F.

On 12-14-16, FANG officers conducted surveillance at the 67<sup>th</sup> District court in the City of Flint with the knowledge that a suspect known to FANG (meth cook) was scheduled for court and his girlfriend who had a probation violation warrant (and also a meth cook suspect) would likely be with him. Officers observed the suspect arrive and observed the wanted female suspect sitting in the vehicle. Officers made contact with the suspect arresting her without incident. The suspect was found to be in possession of heroin, methamphetamine (both local one pot type and crystal methamphetamine), suboxone, and 69 grams of pseudoephedrine (pre-cursor for one pot methamphetamine). The suspect was lodged in the Flint City jail.

On 12-14-16, FANG officers conducted a controlled purchase of crack cocaine from a suspect in the city of Flint. The investigation is on-going.

On 12-14-16, FANG officers conducted a controlled purchase of "crack" cocaine using an Undercover Officer (UC). The UC made a call to a known drug dealer's cellphone and was told to come to a house in the City of Flint. The UC was kept under surveillance by fellow FANG officers during the buy. The UC drove to the address and was met in the road by a male. The UC purchased "crack" from the male and drove away. The investigation is still on going.

On 12-15-16, FANG officers conducted a controlled purchase of heroin from a house in the City of Flint from a known male drug dealer using a Confidential Informant. Intelligence was gathered on the house and the investigation is still on going.

On 12-15-16, FANG officers assisted Flint Township PD with a drug overdose death investigation.

On 12-16-16, FANG officers executed a search warrant at a house in the City of Flint. The male homeowner was a known drug dealer and convicted felon. FANG officers seized approximately 386.5 grams of Marijuana and \$5300 in counterfeit one hundred dollar bills. Forfeiture was initiated on \$2893.00 in US currency. The male was lodged in the Genesee County Jail.

On 12-19-16, FANG officers conducted a controlled purchase of heroin from a house in the City of Flint from a known male drug dealer using a Confidential Informant. Intelligence was gathered on the house and the investigation is still on going.

On 12-20-16, FANG officers conducted a controlled purchase of "crack" cocaine using an Undercover Officer (UC). The UC made a call to a known drug dealer's cellphone and was told to come to a house in the City of Flint. The UC was kept under surveillance by fellow FANG officers during the buy. The UC drove to the address and was met in the road by a male. The UC purchased "crack" from the male and drove away. The investigation is still on going.

On 12-20-16, FANG officers conducted a controlled purchase of "crack" from a house in the City of Flint from a known male drug dealer using a Confidential Informant. Intelligence was gathered on the house and the investigation is still on going.

On 12-21-16, FANG officers conducted a buy/bust with the assistance of a Confidential Informant(CI). The CI contacted a known drug dealer and ordered a large amount of cocaine. The suspect arrived in the area and FANG officers made contact. Officers seized approximately 249.7 grams of cocaine and initiated forfeiture on \$470 in US currency. The male was arrested and lodged in the Flint City lock up.

On 12-22-16, FANG officers executed search warrants at (2) houses in Grand Blanc Township and (1) house in the City of Flint, all associated with the same known drug dealer. The male suspect is a convicted felon and was arrested at one of the Grand Blanc Township homes. Officers seized approximately 143.3 grams of cocaine, 7.6 grams of "crack", 1409 grams of processed Marijuana and 75 Marijuana plants. Officers also seized (2) handguns from the house the suspect was arrested at. The suspect and his wife were both lodged in the Genesee County Jail. Forfeiture was initiated on several pieces of property. The investigation is still on going.

On 12-23-16, FANG officers responded to a residence in the city of Flint reference a methamphetamine lab. Flint Post Troopers were requesting assistance on a methamphetamine lab. FANG officers assisted Troopers with the investigation then searched, seized, packaged and transported the methamphetamine hazardous materials to the MSP methamphetamine hazardous materials storage container in Bridgeport.

On 12-27-16, FANG officers executed a search warrant at a house in the City of Flint. No one was at the residence at the time of the search warrant. Officers seized approximately 5.1 grams of "crack" from the home. The investigation is still on going.

On 12-28-16, FANG officers conducted a controlled purchase of heroin using an Undercover Officer (UC). The UC made a call to a known drug dealer's cellphone and was told to come to a house in the City of Flint. The UC was kept under surveillance by fellow FANG officers during the buy. The UC drove to the address and was met in the driveway by a male. The UC purchased heroin from the male and drove away. The investigation is still on going.

On 12-30-16, FANG officers conducted a controlled purchase of heroin from an unknown drug dealer at a store parking lot in the City of Flint. The purchase was made using a Confidential Informant. Intelligence was gathered on the suspect and the investigation is still on going.

As always, thanks for the continued support!

Pat

D/F/Lt. Patrick Richard  
Section Commander-Flint Area Narcotics Group  
Third District Headquarters  
Michigan State Police  
Mailing Address:  
F.A.N.G.  
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Grand Blanc, Mi 48480  
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FAX: 810-233-7119  
[richardp@michigan.gov](mailto:richardp@michigan.gov)

“A PROUD tradition of SERVICE through EXCELLENCE, INTEGRITY, and COURTESY”

**REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK  
PERIOD ENDING 12/31/2016**

GL NUMBER	2016-17 AMENDED BUDGET	YTD 12/31/16 NORMAL (ABNORMAL)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
<b>Fund 101 - General Fund</b>				
TOTAL REVENUES	2,410,900.06	1,838,491.35	572,408.71	76.26
TOTAL EXPENDITURES	2,473,976.88	1,151,608.03	1,322,368.85	46.55
NET OF REVENUES & EXPENDITURES	<b>(63,076.82)</b>			
<b>Fund 202 - Major Street Fund</b>				
TOTAL REVENUES	442,400.00	174,516.95	267,883.05	39.45
TOTAL EXPENDITURES	572,199.70	389,086.01	183,113.69	68.00
NET OF REVENUES & EXPENDITURES	<b>(129,799.70)</b>			
<b>Fund 203 - Local Street Fund</b>				
TOTAL REVENUES	336,702.00	224,679.29	112,022.71	66.73
TOTAL EXPENDITURES	432,292.08	165,123.44	267,168.64	38.20
NET OF REVENUES & EXPENDITURES	<b>(95,590.08)</b>			
<b>Fund 204 - MUNICIPAL STREET FUND</b>				
TOTAL REVENUES	608,000.00	564,985.43	43,014.57	92.93
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES	608,000.00			
<b>Fund 226 - Garbage Fund</b>				
TOTAL REVENUES	380,907.00	346,872.87	34,034.13	91.06
TOTAL EXPENDITURES	427,206.75	174,882.10	252,324.65	40.94
NET OF REVENUES & EXPENDITURES	<b>(46,299.75)</b>			
<b>Fund 248 - Downtown Development Fund</b>				
TOTAL REVENUES	67,900.00	45,040.57	22,859.43	66.33
TOTAL EXPENDITURES	67,730.00	4,414.95	63,315.05	6.52
NET OF REVENUES & EXPENDITURES	170.00			
<b>Fund 265 - Drug Enforcement Fund</b>				
TOTAL REVENUES	7,851.00	0.18	7,850.82	0.00
TOTAL EXPENDITURES	7,851.00	9,813.26	<b>(1,962.26)</b>	124.99
NET OF REVENUES & EXPENDITURES	0.00			
<b>Fund 350 - City Hall Debt Fund</b>				
TOTAL REVENUES	98,535.00	98,506.79	28.21	99.97
TOTAL EXPENDITURES	98,000.00	11,327.50	86,672.50	11.56
NET OF REVENUES & EXPENDITURES	535.00			

Fund 402 - Fire Equip Replacement Fund				
TOTAL REVENUES	30,060.00	30,006.70	53.30	99.82
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES	30,060.00			
Fund 590 - Water Supply Fund				
TOTAL REVENUES	1,829,950.00	599,999.17	1,229,950.83	32.79
TOTAL EXPENDITURES	2,056,990.05	1,080,288.11	976,701.94	52.52
NET OF REVENUES & EXPENDITURES	(227,040.05)			
Fund 591 - Sanitary Sewer Fund				
TOTAL REVENUES	1,289,230.00	310,279.87	978,950.13	24.07
TOTAL EXPENDITURES	1,828,988.88	529,408.17	1,299,580.71	28.95
NET OF REVENUES & EXPENDITURES	(539,758.88)			
Fund 661 - Motor Pool Fund				
TOTAL REVENUES	277,820.00	101,534.47	176,285.53	36.55
TOTAL EXPENDITURES	261,301.00	85,392.03	175,908.97	32.68
NET OF REVENUES & EXPENDITURES	16,519.00			
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	7,800.00	6,450.00	1,350.00	82.69
TOTAL EXPENDITURES	1,640.00	1,595.00	45.00	97.26
NET OF REVENUES & EXPENDITURES	6,160.00			

Thank you to the Swartz Creek **Meijer Store** , **Flint Walmart Store** and all the local citizens that donated the bikes and to **Assenmacher's** once again for generously donating the time and supplies to repair the bikes that need repairing.

The bikes that were given away were:

New

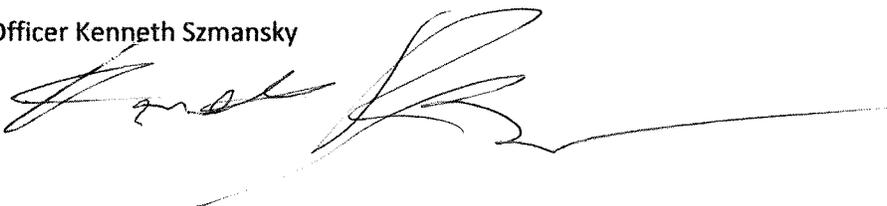
- |                                    |                                       |
|------------------------------------|---------------------------------------|
| <u>1 Mongoose blue 20" boys</u>    | <u>9 Mongoose white 24" girls</u>     |
| <u>2 Mongoose purple 20" girls</u> | <u>10 Mongoose black 26" boys</u>     |
| <u>3 Mongoose purple 20" girls</u> | <u>11 Mongoose silver 24" boys</u>    |
| <u>4 Mongoose blue 20" boys</u>    | <u>12 Mongoose silver 24" boys</u>    |
| <u>5 Mongoose blue 20" boys</u>    | <u>13 Ninja turtle green 16" boys</u> |
| <u>6 Mongoose black 26" boys</u>   | <u>14 Mongoose white 26" boys</u>     |
| <u>7 Mongoose silver 24" boys</u>  | <u>15 Mongoose silver 24" boys</u>    |
| <u>8 Mongoose pink 24" girls</u>   |                                       |

Used

- 1 Avio pink 24" girls
- 2 Schwinn teal 24" girls
- 3 Magna blue 24" boys
- 4 Schwinn silver 26" boys
- 5 Roadrunner lt. blue 26" girls
- 6 Chaos black 20" boys
- 7 Quest silver 26" boys
- 8 Schwinn orange 20" boys

Repectfully,

Officer Kenneth Szmansky



PROPOSED BUDGET ADJUSTMENT

GL NUMBER	DESCRIPTION	2016-2017 CURRENT BUDGET	PROPOSED ADJUSTMENT FY 2017	AMENDED BUDGET 2016- 2017 1-17-17
<b>Public Safety Departments</b>				
<b>Revenues</b>				
<b>Dept 301.000-Police Dept</b>				
101-301.000-505.200	Dept of Justice Grant (BVP)	0.00		0.00
101-301.000-543.000	State Liquor Returns	3,500.00	38.15	3,538.15
101-301.000-597.000	Grants from Private Entities	0.00		0.00
101-301.000-627.000	Charges for Services	6,000.00		6,000.00
101-301.000-656.000	Parking Fees	4,600.00		4,600.00
101-301.000-657.000	Ordinance Fees	6,500.00		6,500.00
101-301.000-668.000	Police Cost Recovery	1,000.00		1,000.00
101-301.000-668.100	PA302 Law Enf Dist	1,630.00		1,630.00
101-301.000-677.000	Reimbursements	425.00	1,545.17	1,970.17
<b>Total Dept 301.000-Police Dept</b>		<b>23,655.00</b>	<b>1,583.32</b>	<b>25,238.32</b>
<b>Dept 303.000-Public Safety - Schools</b>				
101-303.000-505.200	Dept of Justice Grant (BVP)	0.00		0.00
101-303.000-627.000	Charges for Services	60,000.00	(20,000.00)	40,000.00
<b>Total Dept 303.000-Public Safety - Schools</b>		<b>60,000.00</b>	<b>(20,000.00)</b>	<b>40,000.00</b>
<b>Dept 304.000-Canine Program</b>				
101-304.000-674.000	Contributions & Donations	100.00	2,406.25	2,506.25
<b>Total Dept 304.000-Canine Program</b>		<b>100.00</b>	<b>2,406.25</b>	<b>2,506.25</b>
<b>Dept 334.000-Metro Police Authority</b>				
101-334.000-677.000	Reimbursements	0.00		0.00
<b>Total Dept 334.000-Metro Police Authority</b>		<b>0.00</b>		<b>0.00</b>
<b>Dept 345.000-PUBLIC SAFETY BUILDING</b>				
101-345.000-627.000	Charges for Services	7,000.00		7,000.00
101-345.000-677.000	Reimbursements	670.00		670.00
<b>Total Dept 345.000-PUBLIC SAFETY BUILDING</b>		<b>7,670.00</b>	<b>0.00</b>	<b>7,670.00</b>
<b>TOTAL REVENUES</b>		<b>91,425.00</b>		<b>75,414.57</b>
<b>Expenditures</b>				
<b>Dept 301.000-Police Dept</b>				
101-301.000-702.000	Wages	489,964.00	(150,000.00)	339,964.00
101-301.000-704.100	FICA - Employer's Share	30,378.00	(9,300.00)	21,078.00

GL NUMBER	DESCRIPTION	2016-2017 CURRENT BUDGET	PROPOSED ADJUSTMENT FY 2017	AMENDED BUDGET 2016- 2017 1-17-17
101-301.000-704.200	Medicare - Employer's Share	7,104.00	(2,175.00)	4,929.00
101-301.000-705.000	Medical Insurance - ER	62,947.00	(25,000.00)	37,947.00
101-301.000-705.100	Vision Benefits	512.00	(170.00)	342.00
101-301.000-705.200	Dental Benefits	6,966.00	(2,500.00)	4,466.00
101-301.000-706.000	Life Insurance - ER cost	1,530.00	(500.00)	1,030.00
101-301.000-707.000	Retirement Contributions-ER	59,610.00	(5,000.00)	54,610.00
101-301.000-707.100	Health Care Savings Plan - ER	0.00	19.57	19.57
101-301.000-708.000	Sick & Accident Premiums-ER	7,297.00	(3,000.00)	4,297.00
101-301.000-726.000	Supplies	6,000.00	(3,800.00)	2,200.00
101-301.000-726.200	Uniforms	4,000.00	(3,700.00)	300.00
101-301.000-726.201	Clothing Allowance	500.00		500.00
101-301.000-750.000	Equip - NonDepreciable	3,500.00	(3,000.00)	500.00
101-301.000-801.000	Contractual Services	49,500.00	(17,400.00)	32,100.00
101-301.000-850.000	Communications	5,000.00	(2,100.00)	2,900.00
101-301.000-900.000	Printing and Publishing	50.00		50.00
101-301.000-910.100	Property Insurance	40.00		40.00
101-301.000-910.400	Police Insurance	24,280.00		24,280.00
101-301.000-910.500	Workers Comp Insurance	16,878.50		16,878.50
101-301.000-940.000	Vehicle and Travel Expense	25.00		25.00
101-301.000-941.000	Equipment Rental	88,000.00		88,000.00
101-301.000-960.000	Education and Training	6,000.00	(4,800.00)	1,200.00
101-301.000-976.000	Equipment	6,000.00	(3,500.00)	2,500.00
Total Dept 301.000-Police Dept		876,081.50	(235,925.43)	640,156.07
Dept 301.228-IT Services PSFY				
101-301.228-726.000	Supplies	650.00	(600.00)	50.00
101-301.228-801.000	Contractual Services	5,500.00	(4,500.00)	1,000.00
101-301.228-976.000	Equipment	950.00	(800.00)	150.00
Total Dept 301.228-IT Services PSFY		7,100.00	(5,900.00)	1,200.00
Dept 301.266-Legal Council PSFY				
101-301.266-801.000	Contractual Services	18,000.00		18,000.00
Total Dept 301.266-Legal Council PSFY		18,000.00	0.00	18,000.00
Dept 303.000-Public Safety - Schools				
101-303.000-702.000	Wages	55,029.00	(18,000.00)	37,029.00
101-303.000-704.100	FICA - Employer's Share	3,412.00	(1,240.00)	2,172.00
101-303.000-704.200	Medicare - Employer's Share	798.00	(290.00)	508.00
101-303.000-705.000	Medical Insurance - ER	9,908.00	(6,000.00)	3,908.00
101-303.000-705.100	Vision Benefits	84.00	(35.00)	49.00
101-303.000-705.200	Dental Benefits	1,226.00	(700.00)	526.00
101-303.000-706.000	Life Insurance - ER cost	191.00	(100.00)	91.00
101-303.000-707.000	Retirement Contributions-ER	9,214.00	(4,000.00)	5,214.00

GL NUMBER	DESCRIPTION	2016-2017 CURRENT BUDGET	PROPOSED ADJUSTMENT FY 2017	AMENDED BUDGET 2016- 2017 1-17-17
101-303.000-708.000	Sick & Accident Premiums-ER	984.00	(600.00)	384.00
101-303.000-726.000	Supplies	500.00	(500.00)	0.00
101-303.000-726.200	Uniforms	750.00	(750.00)	0.00
101-303.000-726.201	Clothing Allowance	250.00	(250.00)	0.00
101-303.000-750.000	Equip - NonDepreciable	800.00	(800.00)	0.00
101-303.000-801.000	Contractual Services	200.00	(200.00)	0.00
101-303.000-850.000	Communications	250.00	(250.00)	0.00
101-303.000-940.000	Vehicle and Travel Expense	50.00	(50.00)	0.00
101-303.000-941.000	Equipment Rental	7,000.00	(2,200.00)	4,800.00
101-303.000-960.000	Education and Training	0.00		0.00
101-303.000-976.000	Equipment	800.00	(800.00)	0.00
Total Dept 303.000-Public Safety - Schools		91,446.00	(36,765.00)	54,681.00
Dept 304.000-Canine Program				
101-304.000-702.000	Wages	17,624.00	(12,800.00)	4,824.00
101-304.000-704.100	FICA - Employer's Share	1,093.00	(750.00)	343.00
101-304.000-704.200	Medicare - Employer's Share	256.00	(175.00)	81.00
101-304.000-705.000	Medical Insurance - ER	3,595.00	(2,500.00)	1,095.00
101-304.000-705.100	Vision Benefits	27.00	(15.00)	12.00
101-304.000-705.200	Dental Benefits	396.00	(280.00)	116.00
101-304.000-706.000	Life Insurance - ER cost	61.00	(30.00)	31.00
101-304.000-707.000	Retirement Contributions-ER	2,903.00	(2,000.00)	903.00
101-304.000-708.000	Sick & Accident Premiums-ER	318.00	(225.00)	93.00
101-304.000-726.000	Supplies	1,500.00	(1,500.00)	0.00
101-304.000-726.201	Clothing Allowance	2,500.00		2,500.00
101-304.000-750.000	Equip - NonDepreciable	800.00	(700.00)	100.00
101-304.000-801.000	Contractual Services	50.00	(50.00)	0.00
101-304.000-910.400	Police Insurance	500.00		500.00
101-304.000-920.500	Utilities - Fuel	0.00		0.00
101-304.000-941.000	Equipment Rental	3,150.00	(1,225.00)	1,925.00
101-304.000-960.000	Education and Training	170.00	(170.00)	0.00
101-304.000-961.000	Miscellaneous	400.00		400.00
101-304.000-976.000	Equipment	0.00		0.00
Total Dept 304.000-Canine Program		35,343.00	(22,420.00)	12,923.00
Dept 334.000-Metro Police Authority				
101-334.000-801.000	Contractual Services	0.00		0.00
101-334.000-998.334	Police Authority Appropriation	0.00	285,000.00	285,000.00
Total Dept 334.000-Metro Police Authority		0.00	285,000.00	285,000.00
Dept 345.000-PUBLIC SAFETY BUILDING				
101-345.000-702.000	Wages	13,164.00		13,164.00

GL NUMBER	DESCRIPTION	2016-2017 CURRENT BUDGET	PROPOSED ADJUSTMENT FY 2017	AMENDED BUDGET 2016- 2017 1-17-17
101-345.000-704.100	FICA - Employer's Share	816.00		816.00
101-345.000-704.200	Medicare - Employer's Share	191.00		191.00
101-345.000-705.000	Medical Insurance - ER	1,998.00		1,998.00
101-345.000-705.100	Vision Benefits	15.00		15.00
101-345.000-705.200	Dental Benefits	152.00		152.00
101-345.000-706.000	Life Insurance - ER cost	29.00		29.00
101-345.000-707.000	Retirement Contributions-ER	1,019.00		1,019.00
101-345.000-707.100	Health Care Savings Plan - ER	0.00		0.00
101-345.000-708.000	Sick & Accident Premiums-ER	168.00		168.00
101-345.000-726.000	Supplies	1,500.00		1,500.00
101-345.000-801.000	Contractual Services	1,500.00		1,500.00
101-345.000-850.000	Communications	2,200.00		2,200.00
101-345.000-910.100	Property Insurance	2,178.00		2,178.00
101-345.000-910.500	Workers Comp Insurance	481.80		481.80
101-345.000-920.000	Utilities	19,500.00		19,500.00
101-345.000-930.000	Repairs and Maintenance	12,500.00		12,500.00
101-345.000-941.000	Equipment Rental	5,000.00		5,000.00
101-345.000-961.000	Miscellaneous	0.00		0.00
101-345.000-976.000	Equipment	0.00		0.00
Total Dept 345.000-PUBLIC SAFETY BUILDING		62,411.80	0.00	62,411.80
TOTAL EXPENDITURES		1,090,382.30	(16,010.43)	1,074,371.87
TOTAL REVENUES		91,425.00		75,414.57
TOTAL EXPENDITURES		1,090,382.30		1,074,371.87
NET OF REVENUES & EXPENDITURES		(998,957.30)		(998,957.30)

**AMENDED AND RESTATED  
LABOR AGREEMENT  
Between  
CITY OF SWARTZ CREEK  
And  
SWARTZ CREEK SUPERVISORS ASSOCIATION  
JULY 1, 2016 - JUNE 30, 2017**

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This Amended and Restated Labor Agreement is made this \_\_\_ day of \_\_\_\_\_, 2017, between the City of Swartz Creek, a Michigan Municipal Corporation, hereinafter referred to as the "Employer" or the "City" and the Swartz Creek City Supervisor's Association, hereinafter referred to as the "Association."

WHEREAS, The City and the Association are parties to that certain Labor Agreement dated August 27, 2012, amended April 7, 2014 and January 25, 2016, and effective for the period of July 1, 2012 through June 30, 2016; and

WHEREAS, the City and the Association wish to extend and update that Labor Agreement; and

WHEREAS, the City and the Association request that the changes they desire to make shall be effective as of July 25, 2016 and run through June 30, 2017;

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

**SECTION NO. 1 - HEADINGS**

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

**SECTION NO. 2 - PURPOSE AND INTENT**

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

**SECTION NO. 3 - RECOGNITION**

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

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

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

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

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

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

#### **SECTION NO. 4 - MANAGEMENT RIGHTS**

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

- A). Of exclusive management and control of the governmental system, its property, facilities, operations, and affairs.
- B). To hire employees, determine their qualifications, conditions of employment, dismissal, demotion, suspension, or layoff; to create, combine, separate, schedule, transfer or promote supervisory employees and/or positions; to determine the size of the working force; and to assign duties to, and to direct all employees;
- C). To make and change rules and regulations not inconsistent with the terms and conditions of employment set forth in the provisions of this agreement.
- D). To determine services, supplies and equipment; to determine all methods and means of distributing, dissemination or selling its services, methods, scheduling, and standards of operation; to determine the means, methods, and processes of carrying on its services and duties; and to determine any changes in all of the preceding, including innovative programs and practices.
- E). To subcontract the performance of services, but not to erode the work force.
- F). To determine the number and location or relocation of its facilities.
- G). To determine all financial practices and policies, including all accounting procedures, and all matters pertaining to public relations of the City of Swartz Creek.

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

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

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

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

B). When Deductions Begin

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

C). Remittance of Dues to Financial Officer

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

D). Termination of Check-Off

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

E). Disputes Concerning Membership

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

F). Limit of Employer's Liability

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

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

G). Authorization of Dues Check-Off Form

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

SWARTZ CREEK CITY SUPERVISOR'S ASSOCIATION  
Swartz Creek, Michigan 48473      Effective Date \_\_\_\_\_

To: City of Swartz Creek, Payroll Department

From: \_\_\_\_\_

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

( ) Regular Membership      ( ) Agency Shop Fee

Street Address \_\_\_\_\_

City-State-Zip Code \_\_\_\_\_

Member's Signature \_\_\_\_\_

**SECTION NO. 6 - ANNUAL SALARIES AND JOB DESCRIPTIONS**

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

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

<u>Position</u>	<u>Jul 1, 2015</u>	<u>Jul 1, 2016 (2%)</u>
<u>City Clerk:</u>	\$44,000	\$44,880
<del><u>Finance Director-Office Manager:</u></del>	<del>\$74,174</del>	<del>\$75,657</del>
<del><u>Treasurer-Office Manager:</u></del>	<del>\$57,691</del>	<del>\$58,845</del> <u>\$68,845*</u>
<u>Dir of Public &amp; Comm Services:</u>	\$60,515	\$61,725
<u>Asses – Zon Admin – Code Enf:</u>	N/A	N/A
<u>Chief of Police – Dir of Pub Safety:</u>	\$62,991	\$64,251
<u>Police Lieutenant:</u>	\$59,500	\$60,690

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

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

~~E). Due to the reduction in duties, the Finance Director-Office Manager position, formally the City Clerk/Finance Director position, shall be subject to four (4) unpaid furlough days each calendar month, said furlough days to be scheduled with the city manager at least one month in advance as practical.~~

\*This wage shall be effective on the date of ratification of this agreement by the City Council

## **SECTION NO. 7 - COMPENSATORY TIME/OVERTIME**

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

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

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

## **SECTION NO. 8 - LONGEVITY PAY**

Eliminated in October, 2004.

## **SECTION NO. 9 - VACATIONS**

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

calendar year following the year in which they commence employment, said employees shall earn vacation days to be used in the next subsequent year in accordance with the schedule set forth below.

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

<b>Completed Years of Service</b>	<b>Annual Maximum</b>
1-4	15 Days
5-20	20 Days
20+	25 Days

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

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

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

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

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

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

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

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

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

## **SECTION NO. 10 - HOLIDAY PROVISIONS**

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

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

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

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

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

C). Absent Leave. All employees of the bargaining unit will be allowed to be absent from work up to ninety-six (96) hours during the calendar year. In consideration of the fact that positions in the bargaining unit, with the exception of the Police Lieutenant, are not entitled to overtime pay, the Finance Director-Office Manager, ~~Treasurer~~Office Manager and Police Lieutenant shall receive an additional forty (40) hours of absent time, for a total of one-

hundred thirty-six (136) hours. The Positions of Finance Director-Office Manager, Treasurer and Police Lieutenant are not eligible for compensatory time. Such absent leave shall be earned at the rate of eight (8) hours leave per calendar month for the positions of Police Chief, City Clerk, and the Department of Public and Community Services Director and at the rate of 11.33 hours leave per calendar month worked for the positions of City Clerk-Finance Director, Treasurer and Police Lieutenant. All such corresponding leave shall be credited on January first of each year for use during that calendar year. If said employee terminates employment during said calendar year and has used more absent leave hours than he or she has earned as of the date of termination, said employee shall reimburse the employer for the excess absent leave used, and said amount may be deducted by the City from said employee's final pay check. Absent leave will be prorated on all new hires and terminations, at the rate as defined by position herein.

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

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

## **SECTION NO. 12 - LEAVES OF ABSENCE**

A). Family and Medical Leave.

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

B). Personal Leave.

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

C). Military Leave for Veterans

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

## **SECTION NO. 13 - FUNERAL LEAVE**

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

**SECTION NO. 14 - RETIREMENT PROGRAM**

- A). Senior Members of Bargaining Unit.

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

- 1). Retirement Plan B-4, with attachment of the following Options: F-50 Rider (after 25 years), FAC - three years, with E-1 and E-2 options contracted by the Employer with the Michigan Municipal Employees Retirement System (MMERS), will be in force for the life of this agreement. The MMERS contract shall be kept on file in the City Clerk's office of the Employer.
- 2). For the term of this agreement, employee contributions to the retirement plan shall be made at the rate of 4% of gross wages. The remaining contribution required annually by said retirement plan shall be made by the Employer.

- B). Newly Hired Employees.

Those employees of this bargaining unit who were hired on or after July 1, 1997 shall not be participants in the defined benefit plan, but shall be entitled to participate in the MMERS defined contribution plan, with the Employer's contribution to said plan to be equal to and no greater than 7% of the employee participant's gross wages.

C). Current Employees Not Members of Bargaining Unit.

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

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

D). Defined Contribution Plan Vesting.

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

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

E). Defined Contribution Plan - Employee Voluntary Contribution.

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

**SECTION NO. 15 - LIFE INSURANCE COVERAGE**

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

**SECTION NO. 16 - HOSPITALIZATION - MEDICAL COVERAGE**

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

The Employer may search for and change to a replacement Health Care Benefit Plan and provider if deemed necessary for cost savings to both the employer and/or employees. The change in Benefit Plans/Providers must remain substantially equivalent to the current

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

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

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

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

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

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

package currently offered to employees in the bargaining unit. In the event health and prescription are not elected, those employees who elect not to participate shall be paid the sum of Two Hundred-Fifty Dollars (\$250) for each calendar month the employee does not participate. If an eligible employee wishes to opt back into the Plan, he or she may do so on the terms as determined by the insurance provider. Any partial month shall be prorated.

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

Retiree Medical Benefit Chart

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

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

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

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

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

Employer Contribution Cap Chart

	2016	2017	2018	2019	2020	2021
	\$6,780.88	\$7,119.93	\$7,475.92	\$7,849.72	\$8,242.20	\$8,654.31
	\$14,180.91	\$14,889.95	\$15,634.45	\$16,416.17	\$17,236.98	\$18,098.83

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

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

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

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

6). The Employer shall provide, at its sole cost, a stipend in the amount of \$325.00 monthly, into the MERS HCSP, to supplement healthcare coverage for eligible retirees that have attained the age of 65.

H). Retiring Employees (post April 7, 2014). For employees of this unit hired on or after April 7, 2014, subject to availability, rules and conditions set forth by the provider, the employer will pay a maximum of 70% of the monthly cumulative premium for medical & prescription insurance coverage as defined within this section, Section 16, subsection "(A)", for members of the bargaining unit who retire within the term of this agreement and the person who is such retiree's spouse at the time of said retiree's retirement, subject to the terms of Section 16, G), 1). The retiree will be responsible for the remaining 30% cost of the selected medical coverage (Section 16 A). The retiree shall have the option of purchasing additional coverage's listed in Section 16 (dental and vision) provided such retiree pays the full cost of the plan(s). Such coverage will be provided for the retiree commencing on the date of the retiree's retirement, provided the retiree has twenty-five (25) years credited service with the City of Swartz Creek and in the City's MMERS Defined Benefit or Defined Contribution Retirement Plan and has attained the age of fifty (50) years, or, has 25 years of credited service with the City of Swartz Creek and in the City's MMERS Defined Benefit or Contribution Retirement Plan and meets the criteria for MMERS Disability Retirement as determined under the provisions of the MMERS Disability retirement plan. Such coverage will continue until the month said retiree attains the age of sixty-five (65) years. No coverage will be provided for a retiree or spouse who is eligible for Medicare benefits.

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

- a). That such person is the spouse of the retiree at the time of retirement.
- b). If the spouse ceases to be the spouse of an eligible retiree by divorce or becomes separated, then such coverage shall be terminated. In the event that a court orders the retiree to provide such coverage for the former spouse or separated spouse than the retiree shall be responsible for payment of the extended coverage.

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

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

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

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

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

## **SECTION NO. 17 - WORKERS' COMPENSATION - ON THE JOB INJURY POLICY**

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

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

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

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

## **SECTION NO. 18 - UNIFORMS**

The Employer will provide to the Chief of Police, Director of Public Services, Foreman of the Public Services, Police Lieutenant, and Code Enforcement Officer, or any other salaried employee required to wear a uniform, all necessary and appropriate uniforms at the Employer's expense.

## **SECTION NO. 19 - JURY DUTY**

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

## **SECTION NO. 20 - DISCHARGE AND DISCIPLINE**

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

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

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

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

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

## **SECTION NO. 21 - GRIEVANCE PROCEDURE**

## Definition of Grievance

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

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

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

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

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

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

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

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

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

### C). STEP TWO

1). If the grievant is not satisfied with the decision of the grievance at Step One, the grievant may appeal in writing the grievance to the City Attorney for Unit I members and the City Manager for Unit II members within ten (10) working days after the date of the Step One answer (See Subsection (B)(5), above).

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

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

D). **STEP THREE**

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

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

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

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

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

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

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

E). Restitution/Reinstatement.

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

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

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

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

## **SECTION NO. 22 - PROFESSIONAL MEMBERSHIP FEES**

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

## **SECTION NO. 23 - TERM OF AGREEMENT**

A). This agreement shall continue in full force and effect until the 30<sup>th</sup> day of June, 2016.

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

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

*(Signature Page to Follow)*

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

**CITY OF SWARTZ CREEK**  
A Michigan Municipal Corporation

**SWARTZ CREEK CITY SUPERVISORS  
ASSOCIATION**

By \_\_\_\_\_  
David A. Krueger, Mayor

By \_\_\_\_\_  
Thomas Svrcek, President

By \_\_\_\_\_

By \_\_\_\_\_

Connie Eskew, City Clerk

Deanna Korth, Bargaining Team

APPROVED AS TO FORM:  
Richard J. Figura,  
City Attorney

**Appendix “E”**

**JOB DESCRIPTIONS**

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

**City Clerk**

~~**Finance Director-Office Manager**~~

**Treasurer-Office Manager**

**Director of Public & Community Services**

**Chief of Police – Director of Public Safety**

**Police Lieutenant**

**City of Swartz  
Creek  
Job  
Description**

**City Clerk**  
REVISED: October 2015

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**FLSA:** Exempt

**DEPARTMENT:** City Clerk

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

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

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

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

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

10. Attend job related training courses and seminars
11. Perform related duties as assigned.

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

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

**MINIMUM QUALIFICATIONS:**

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

Approved:

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Adam Zettel, City Manager

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Tom Svrcek , Association  
President

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**City of Swartz  
Creek  
Job  
Description**

**~~Finance Director-Office Manager~~**  
—REVISED: July 2016

**FLSA:** Exempt

**DEPARTMENT:** Finance Director

**GENERAL STATEMENT OF DUTIES:** Responsible for the maintenance of all financial functions of the City, including payroll, accounting, utility billing, real and personal property administration and collections and other duties as set forth in the City Charter. Serves as the general accountant of the City and performs or oversees the performance of the functions assigned to the finance officer under the City Charter.

**SUPERVISION RECEIVED:** Works under the general direction of City Manager and with consultation with the City Finance Officer (City Clerk).

**SUPERVISION EXERCISED:** Provides general and technical direction and supervision to the Treasurer, Administrative Assistant positions, cashiers, administrative temporary employees, and subcontracted services such as Assessing and Building Inspector. Coordinates services between the Zoning Department, Public Works Department and Public Safety Department.

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

Oversee, delegate, perform and administrate all duties as set forth in the City Charter, including, but not limited to:

1. Supervise the daily operation of cash receipts, bank deposits, bank reconciliation, account payable/receivable, financial reporting, and posting of funds.
2. Supervise utility billing and preparation of payroll.
3. —
4. Audit payroll records, withholding and employee benefit reports.
5. Maintain the City general ledger.
6. Maintain an inventory of the city's assets and liabilities.
7. Assist the City Manager in preparation, implementation of the City's annual capital and operating budget.

- ~~8. Monitor expenditures levels of all city departments for compliance with budgetary and management objectives.~~
- ~~9. Prepare annual comprehensive financial report and monthly financial statements.~~
- ~~10. Oversee the security and investment of city funds.~~
- ~~11. Review and report on programs and activities influencing the city's financial condition.~~
- ~~12. Prepare revenue forecasts for budget and management decisions.~~
- ~~13. Assist external auditors by providing needed data and by responding to inquiries in the course of an audit.~~
- ~~14. Direct purchasing for the city.~~
- ~~15. Coordinate the preparation of real and personal property rolls, special assessment rolls, jeopardy tax and assessment collections and administration.~~
- ~~16. Attend job related training courses and seminars, complete appropriate N.I.M.S. Training.~~
- ~~17. Perform related duties as assigned.~~

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

- ~~➤ Knowledge of governmental purchasing practices and requirements.~~
- ~~➤ Working knowledge of the principles and practices of public administration, including budgeting, personnel administration and records management.~~
- ~~➤ Working knowledge of governmental auditing procedures.~~
- ~~➤ Comprehensive knowledge of the principles and practices of public finance, budgeting and fund accounting.~~
- ~~➤ Extensive knowledge of procedures, including use of automated accounting systems (BS&A, Excel databases, etc.).~~
- ~~➤ Knowledge of economic trend forecasting and analysis techniques.~~
- ~~➤ Knowledge of State and Federal laws and local policies relating to the investment of governmental funds.~~
- ~~➤ Ability to maintain complex financial records and prepare financial statements.~~
- ~~➤ Ability to obtain a financial surety bond.~~
- ~~➤ Working knowledge of word processing, spreadsheet and database programs (Microsoft Word, Excel and Access).~~
- ~~➤ Working knowledge of record keeping and filing systems.~~
- ~~➤ Ability to operate standard office equipment, including word processor, copier and telephone system.~~
- ~~➤ Ability to communicate clearly and effectively, orally and writing, with co-workers, supervisors and the general public.~~
- ~~➤ Ability to write reports and correspondence.~~
- ~~➤ Ability to understand and follow complex oral and written instructions.~~
- ~~➤ Ability to operate a keyboard, copier and other office equipment, lift loads of up to 25 pounds, sit for prolonged periods of times, hear verbal communications on the phone and in an office environment, read and manipulate written text.~~

### **MINIMUM QUALIFICATIONS:**

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

Approved:

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~~Adam Zettel, City Manager~~

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Approved:

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~~Thomas Svrcek, Association  
President~~

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**City of Swartz  
Creek  
Job  
Description**

**City Treasurer**

REVISED: April, 2014

**FLSA:** Exempt

**DEPARTMENT:** City Treasurer

**GENERAL STATEMENT OF DUTIES:** Has custody of all moneys of the city, the Clerk's Bond and other personnel bonds, and all evidences of value belonging to or held in trust by the city. Maintains a current log of all city investments and insures such investments are made in accordance with city policy and state law. Collects and distributes real and personal property taxes. Maintains the repository for all business licenses and permits held by the city, including computer software licenses. Assist in the performance of the functions assigned to the Finance Director-Office Manager under the City Charter, or as designated by state statute. Holds Deputy Clerk Position.

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

**SUPERVISION EXERCISED:** Coordinates the work of the Contract City Assessor. Provides general and technical direction to the Administrative Assistant positions.

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

Oversee or perform:

1. Collect municipal revenues and serve as initial depository of all city receipts.
2. Deposit and invest city funds in accordance with Council policy, state law and the Michigan Department of Treasury Guidelines and Procedures.
3. Maintain records of municipal funds and treasury transactions and prepare necessary reports and records.
4. Supervise and oversee preparation of statements for personal property taxes and accounts receivable.
5. Assist the Finance Director with the examination of expenditures, cash flow and income projections.
6. Assist the City Clerk in fulfilling the functions of the Finance Officer under the City Charter.
7. Assist in maintaining the City's general ledger and inventory.
8. Assists the Finance Director in implementation, development of the City budget.
9. Assist in preparation of annual comprehensive financial report and monthly financial statements.
10. Assist in the preparation of revenue forecasts for budget and management decisions.
11. Monitor expenditure levels of all city departments for compliance with budgetary and management objectives.

- ~~12. Prepare revenue forecasts for budget and management decisions.~~
- ~~13. Supervise the city's real property and personal tax records, including property transfer affidavits.~~
- ~~14. Prepare property tax and special assessment roles.~~
- ~~15. Oversee meetings of the Board of Equalization.~~
- ~~16. Prepare and execute jeopardy tax assessments.~~
- ~~17. Compile delinquent tax rolls, including computation of interest, penalty, and collection fees for the County Treasurer.~~
- ~~18. Process delinquent tax settlements from the County Treasurer and distribute funds to proper accounts.~~
- ~~19. Provide assistance and information to the public.~~
- ~~20. Supervise/assist daily operations including cash receipts, bank deposits, bank reconciliation, account payable/receivable, financial reporting, general ledger and posting of funds.~~
- ~~21. Supervise/assist with utility billing and preparation of payroll.~~
- ~~22. Audit payroll records, withholding and employee benefit reports.~~
- ~~23. Assist external auditors by providing needed data and by responding to inquiries in the course of an audit.~~
- ~~24. Attend job related training courses and seminars, complete appropriate N.I.M.S. Training~~
- ~~18. Perform related duties as assigned.~~

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

- ~~➤ Knowledge of the principles and practices of governmental accounting.~~
- ~~➤ Working knowledge of the practices and procedures used to administer the State of Michigan's real and personal property system and related automated programs (Equalization).~~
- ~~➤ Working knowledge of maintaining payables and receivable accounts, and related automated systems (Fund Balance, B-S & A, etc).~~
- ~~➤ Working knowledge of word processing, spreadsheet and database programs (Microsoft Word, Excel and Access).~~
- ~~➤ Working knowledge of record keeping and filing systems.~~
- ~~➤ Ability to plan and implement efficient procedures for the computation, billing and collection of real and personal property taxes and other revenues.~~
- ~~➤ Ability to maintain complex financial records and prepare financial reports and statements.~~
- ~~➤ Ability to operate standard office equipment, including word processor, copier and telephone system.~~
- ~~➤ Ability to effectively manage, motivate and supervise personnel.~~
- ~~➤ Ability to communicate clearly and effectively, orally and writing, with co-workers, supervisors and the general public.~~
- ~~➤ Ability to write reports and correspondence.~~
- ~~➤ Ability to understand and follow complex oral and written instructions.~~
- ~~➤ Ability to operate a keyboard, copier and other office equipment, lift loads of up to 25 pounds, sit for prolonged periods of times, hear verbal communications on the phone and in an office environment, read and manipulate written text.~~
- ~~➤ Ability to obtain a financial surety bond.~~

**MINIMUM QUALIFICATIONS:**

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

Approved:

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~~Adam Zettel, City Manager~~

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Approved:

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~~Rick Clolinger, Association  
President~~

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## Description

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

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

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

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

### **EXAMPLES OF WORK PERFORMED:**

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

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

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

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

**MINIMUM QUALIFICATIONS:**

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

Approved:

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Paul Bueche, City Manager

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Approved:

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Rick Clolinger, Association  
President

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## Description

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

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

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

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

### EXAMPLES OF WORK PERFORMED:

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

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

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

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

**MINIMUM QUALIFICATIONS:**

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

Approved:

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Paul Bueche, City Manager

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Rick Clolinger, Association

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**City of Swartz  
Creek  
Job  
Description**

**Police Supervisor - Lieutenant**

REVISED: August, 2012

**FLSA:** Non-exempt

Department: Public Safety

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

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

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

**EXAMPLES OF WORK PERFORMED:**

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

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

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

- Knowledge of federal, state, and local laws, traffic regulations and departmental policies and procedures.
- Knowledge of the geographical limits of the City of Swartz Creek.

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

**MINIMUM QUALIFICATIONS:**

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

Approved:

\_\_\_\_\_  
Paul Bueche, City Manager

\_\_\_\_\_  
D  
at  
e

Approved:

\_\_\_\_\_  
Rick Clolinger, Association  
President

\_\_\_\_\_  
D  
at  
e

Job Description

---

**FLSA: Exempt**

**DEPARTMENT: City Treasurer**

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

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

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

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

Oversee or perform:

1. Collect municipal revenues and serve as initial depository of all city receipts.
2. Deposit and invest city funds in accordance with Council policy, state law and the Michigan Department of Treasury Guidelines and Procedures.
3. Maintain records of municipal funds and treasury transactions and prepare necessary reports and records.
4. Monitor expenditure levels of all city departments for compliance with budgetary and management objectives.
5. Assist the City Clerk in fulfilling the functions of the Finance Officer under the City Charter.

6. Maintains the City's general ledger and inventory.
7. Assists the City Manager in preparation, implementation, and development of the City Budget.
8. Prepares annual comprehensive financial report and monthly financial statements.
9. Prepares revenue forecasts for budget and management decisions.
10. Directs purchasing for the city.
11. Coordinates the preparation of real and personal property tax rolls, special assessment rolls, jeopardy tax and assessment collections and administration.

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

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

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

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

**MINIMUM QUALIFICATIONS:**

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

Approved:

\_\_\_\_\_  
Adam Zettel, City Manager                      Date Approved:

\_\_\_\_\_  
Tom Svrcek, Association President                      Date



**SeeClickFix**

## Partnership Proposal

SeeClickFix Inc  
770 Chapel Street  
New Haven, CT 06510

*Prepared for:*

*Adam Zettel  
City Manager  
Swartz Creek, Michigan, City  
8083 Civic Drive  
Swartz Creek, MI, 48473  
azettel@cityofswartzcreek.org  
(810) 635-4464 ext 18*

*Prepared by:*

*Zubin Doshi  
Growth Market Manager  
zubin.doshi@seeclickfix.com  
203.349.6603*



## ORIGIN

SeeClickFix was founded in 2009 to empower citizens with tools to publicly document quality of life concerns in their neighborhoods. By radically improving the quantity and quality of data related to these concerns, SeeClickFix was quickly adopted by local governments as well — who needed a better way to receive information from citizens.

These partnerships began with some of the largest and most innovative cities in the country, including Houston, Albuquerque, Minneapolis, Oakland, and Boston. During the early years, SeeClickFix also helped to establish the Open311 standard used by many of the most progressive 311 centers.

To date, more than 2 million issues have been resolved via SeeClickFix. 500,000 users use SeeClickFix every month and we are working with more than 300 municipalities, counties and state agencies.

As we grew, we leveraged the knowledge and need of these partners. This customer development has pushed us further and further down the stack, from citizen input tools toward municipal work management. While we started as a citizen endpoint into a separate municipal platform, we are increasingly serving the role of a stand alone system, where municipalities can manage services from beginning to end.

## PLATFORM

SeeClickFix connects local neighborhoods with government services. This engagement has both a tangible and emotional effect — improving infrastructure, increasing understanding and building trust.

At its core, SeeClickFix is a robust routing system built on top of a public platform — allowing for complex routing based on location and issue type. In addition to this, SeeClickFix Admin tools give service organizations an integrated platform for service request collection and work management.

Citizens submit requests via SeeClickFix mobile apps and website tools — city call takers enter phone calls, drop ins, emails and tweets into the SeeClickFix as well. From there, these requests are routed either manually or automatically based on location and request type, to the right person with the right information.

Then, city staff will be notified within SeeClickFix (or an external work order system via integration) that work has been assigned. As the work is updated and subsequently closed, the citizen will receive automatic updates. Through this process, SeeClickFix increases the total level of citizen participation as well as the perceived quality of these services. SeeClickFix also reduces the costs associated with these services by reducing phone calls, introducing automated responses and reducing the frictional costs of communication.

SeeClickFix is building the future of service management, with internal communication systems that are foundationally connected to public needs and interests.



## COMMUNITY

The foundation of SeeClickFix is a free, public network for neighbors, community groups, and local governments around the world. We call this global network the SeeClickFix Community. Anyone can join the SeeClickFix Community and use these web and mobile tools to collaborate around solving neighborhood issues and improving communities.



## REQUEST

SeeClickFix Request is an integrated solution to collect and manage public needs and requests. This begins with comprehensive input tools like mobile apps, web forms and a call-taker interface. From there, Request gives you internal communication tools to assign and track these issues to completion. Meanwhile, SeeClickFix Request keeps citizens in the loop on public and private issue pages where they are able to track the progress of issues and well ask questions, share with neighbors and thank the city.



## WORK

SeeClickFix Work addresses the two primary needs of work management — Groups and Roles and Workflow Management — with a suite of internal communication tools. Now, crews can use SeeClickFix to manage field work. Customer service staff can use SeeClickFix as a direct connection and view into the progress of requests. Management can use SeeClickFix for a single view into the entire service operation.



## ENGAGE

SeeClickFix Engage gives you tools to customize the brand and content of your mobile app and develop messaging and notification systems that further connect your community. SeeClickFix brings together some of the most passionate neighbors in your community. Engage allows you leverage this audience to promote new services, events and information.



## ANALYZE

Organizations use SeeClickFix to measure the success of services and the health of neighborhoods. SeeClickFix Analyze offers dashboards, reports and interactive analytics to help organizations better access, understand and present data internally and to the public.



## CONNECT

Integrate SeeClickFix with your current asset, work or task management, CRM, or ERP system. Bi-directional synchronization means no more double entry and all departments are up to date and in-sync.



# Feature Layout

## SeeClickFix Admin Tools

The SeeClickFix Admin tools are built around the four pillars of successful service delivery: Requests, Work, Engagement, and Analysis. Each module has been designed based on the needs of our government partners – who represent some of the most experienced and innovative government officials in the world.



### Request

Your service organization needs a central system to collect data, route and assign requests and communicate with citizens so nothing gets lost.

- |                                   |                                   |                                   |
|-----------------------------------|-----------------------------------|-----------------------------------|
| SeeClickFix iOS and Android Apps  | Request Management System         | Digital and Printable Work Orders |
| Interactive Website Forms         | Structured Request Categorization | Internal Comments                 |
| Facebook Application              | Public Comments & Status Updates  | Priority and Re-categorization    |
| SeeClickFix iOS and Call Taker    | Customizable Email Status Updates | Assignment and Email Routing      |
| Public Issue Page and Watch Areas | Multi-Agency Routing              | @Mention References               |



### Work

Your workforce needs group controls and user permissions to manage communication, measure cost and increase efficiency.

- Roles and Permissions
- Workflow Stages
- Stage Escalations
- Scheduled Work



### Engage

Your communications team needs a way to engage citizens and distribute information in a way that is simple and accessible.

- Custom iOS and Android Apps
- Geo-driven Email Notifications
- Mobile Content Management
- Native Push Notifications



### Analyze

Your management team needs to measure success, identify risks and report to stakeholders in a way that is complete and concise.

- Insight Analytics Tool
- Customized and Recurring Exports
- Image, PDF, and Excel Exports
- Enhanced Dashboards



### Connect

Integrate SeeClickFix with your asset, work or task management, CRM, or ERP system. Bi-directional synchronization means no more double entry!



### Community

SeeClickFix will always offer a completely free platform for communities around the world to connect around problems in the public space.

- |                                 |                                    |                   |
|---------------------------------|------------------------------------|-------------------|
| Issues w/ Commenting and Voting | Watch Areas and Points of Interest | Public Place Page |
|---------------------------------|------------------------------------|-------------------|

 In development,



**Prepared for:**  
Adam Zettel  
Swartz Creek, Michigan, City  
8083 Civic Drive  
Swartz Creek, MI, 48473  
azettel@cityofswartzcreek.org  
(810) 635-4464 ext 18

**Prepared by:**  
Zubin Doshi  
Growth Market Manager  
zubin.doshi@seeclickfix.com  
203.349.6603

**Issue Date:** 1/13/2017  
**Pricing Expires:**

ANNUAL PRODUCT SUBSCRIPTIONS		Quantity	Annual Fee
<b>Engage</b>	Custom iOS and Android apps, brand development, mobile content management	1	\$900.00
<b>Request</b>	Complete request management system: citizen submission and administrative management tools.	1	\$1,800.00
<b>Users</b>	Distinct internal users who will have access to the SeeClickFix tools below.	3	\$540.00
<b>TOTAL ANNUAL SUBSCRIPTION FEES</b>			<b>\$3,240.00</b>

TOTAL FEES	
<b>YEAR ONE FEES</b>	<b>\$3,240.00</b>
<b>YEAR ONE SAVINGS</b>	<b>\$1,080.00</b>

The undersigned agree to the following Terms and Conditions and have caused this Contract to be executed as of the date signed by the Customer which will be the Effective Date: <http://legal.seeclickfix.com/terms-and-conditions/>

**SeeClickFix**

**Swartz Creek, Michigan, City**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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Date

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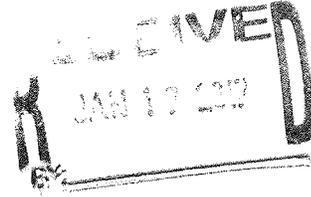
SeeClickFix's W9 information is available here: [https://drive.google.com/file/d/0BwW\\_zrHi8QH2anF0bElKU3h5bFk/view](https://drive.google.com/file/d/0BwW_zrHi8QH2anF0bElKU3h5bFk/view)



michigan municipal league

# Liability & Property Pool Workers' Compensation Fund

January 13, 2017



Mr. Adam Zettel, City Manager  
City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473-1377

**RE: MML POOL & FUND LOSS CONTROL SERVICES-PR**

Dear Mr. Zettel:

This letter is sent in confirmation of my January 12, 2017 meeting with you, Public Services Director Tom Svrcek and Rebecca Thiell. The purpose of this meeting was to review claims, buildings/grounds maintenance and employee training practices. As we discussed, the "Safetysurance" site can provide substantial assistance in training efforts.

The attached recommendations were developed to assist you in your risk management efforts. I **look forward to your response within the next 30 days**. You can respond by e-mail or use the space on the attached form and return mail it to me using the enclosed envelope.

Many services are available to MML members. Our web site is [www.mml.org](http://www.mml.org) and has publications, forms, articles and links that provide you with an array of risk management services unmatched by other insurance programs.

The courtesy shown me was appreciated. Should you have any questions concerning my visit, please call at 800-482-0626, ext. 8037. You may also contact me by e-mail at [jgraczyk@meadowbrook.com](mailto:jgraczyk@meadowbrook.com).

Sincerely,

LOSS CONTROL SERVICES

Jerry Graczyk  
Loss Control Consultant

Service Provider: Meadowbrook Insurance Group, Inc.

Loss Control & Member Services: P.O. Box 2054, Southfield, MI 48037-2054; (248) 358-1100; (800) 482-0626; Fax: (248) 358-0534  
Grand Rapids Claims: 3196 Kraft Ave SE, Suite 206, Grand Rapids, MI 49512-2065; (616) 942-0311; (800) 752-7477; Fax: (616) 942-0390

## **LOSS REVIEW**

We noted that your Fund mod @ .94 continues to be good. The prior seven years were .94, .98, .88, .92, .08, .96 and .93 respectively. Number of claims were 5 in 2010, 2 in 2011, 0 in 2012, 3 in 2013, 0 in 2014, 3 in 2015 and 5 in 2016.

On the Pool side, the City's loss ratios over the last seven years @ 55%, 0%, 9%, 16%, 25%, 0% and 261% YTD have been, except for this year, very good. The high loss ratio for 2016 is due to the reserve on the 7-31-16 car/pedestrian incident.

No trends were apparent.

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**Loss Control Recommendations**

These recommendations address specific loss exposures. Other elements of your operations may present varying degrees of risk. I cannot guarantee to have identified and addressed every potential cause of loss that exists today or which may arise in the future. It is important therefore to continue your risk reduction efforts.

**DPW**

01-17-02      To minimize liability exposures, consider installation of signs at all City parks indicating that park patrons use the facility at their own risk. The signs should be easily visible and located in a prominent location, preferably at the entrance to the respective park.

Consult your attorney for exact wording.

Please respond here:  Agree. Anticipated date of completion: \_\_\_\_\_  
 Disagree for reasons listed below:

---

---

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02-17-02      There were a very high number (10) of fall fatalities, particularly involving tree trimmers, in 2016. I would therefore expect a strong push from MIOSHA for tree trimming/aerial platform compliance. Insure employees are properly trained and lanyard/harness systems are used and inspected with documentation maintained.

Please respond here:  Agree. Anticipated completion date: \_\_\_\_\_  
 Disagree for reasons listed below:

---

---

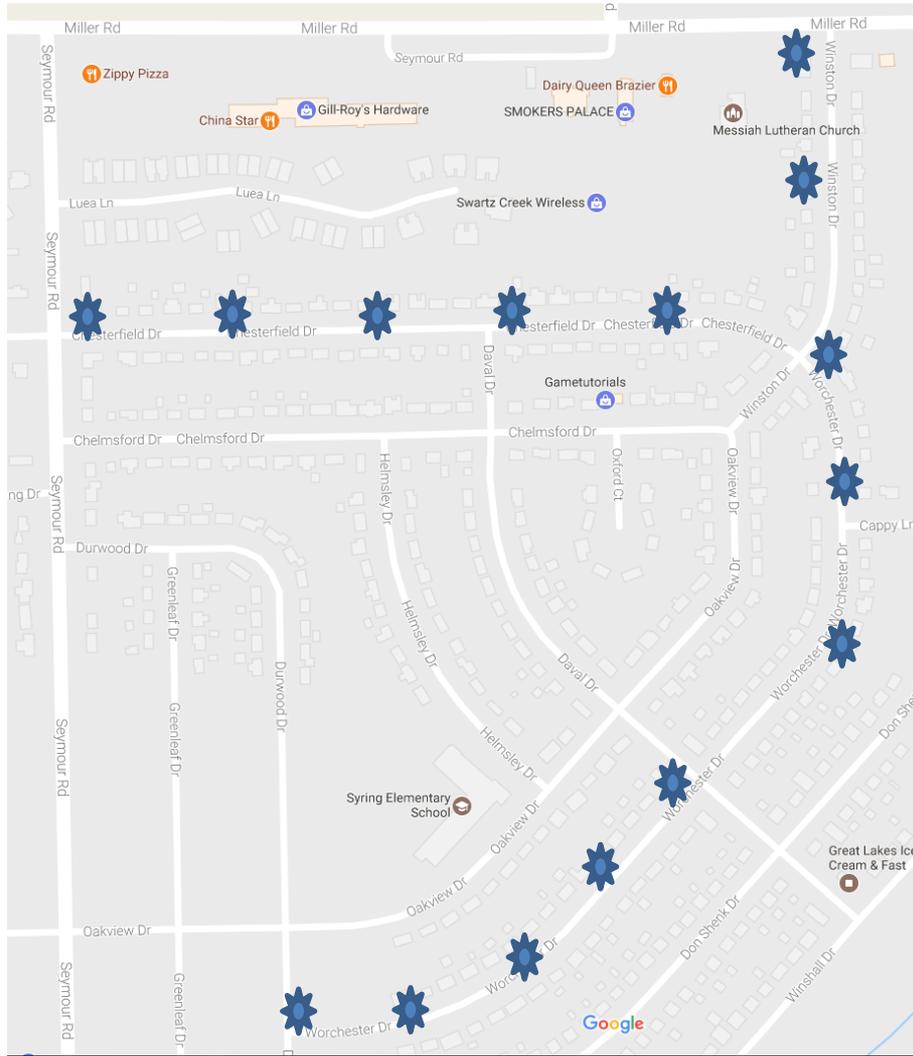
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**Business Customer Technical Services**  
**City of Swartz Creek**  
**Decorative Lighting**  
*Patrick Sackrider/2016*



# Subdivision Proposed Layout



# Existing Luminaire

- 15 Existing Fixtures
  - Standard utility cobra head
  - Fixtures controlled via top mounted photoeye
  - X Watts / Volts
- Pole
  - Utility pole
  - Individually wired to distribution from behind the homes.



# Luminaire Options

- Luminaires

- 150 Watt HPS Arlington

- Glass reflector
- Consumers Energy – standard stock item

- 70 Watt LED Arlington

- 4000°K light output / 3,797 lumens
- Consumers Energy – standard stock item

- 78 Watt LED Traditionaire

- 4000°K light output / 6,676 lumens
- No glass or acrylic lens – won't discolor or break
- Consumers Energy – standard stock item



Utility Arlington®



UTILITY ARLINGTON LED



UTLD  
TRADITIONAIRE  
LED DOWNLIGHT

# Street Light Pole Options

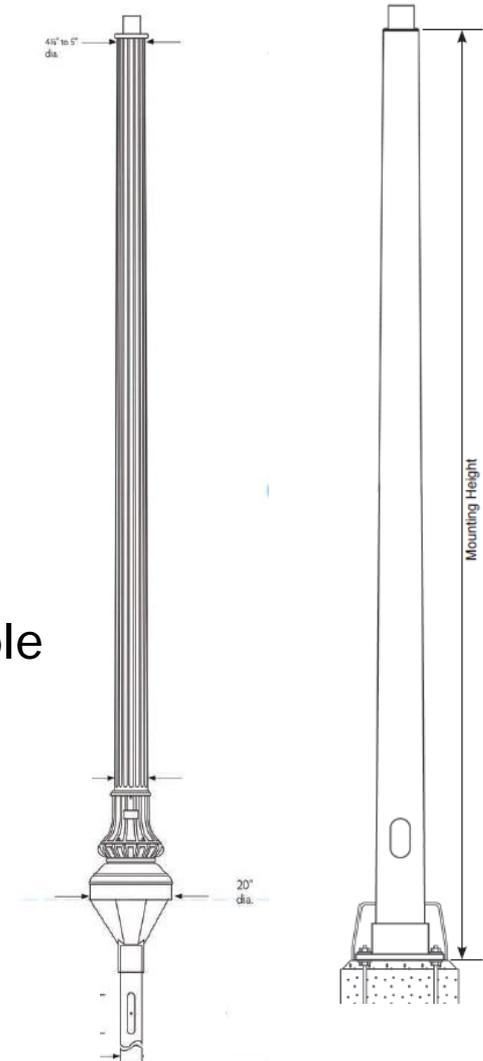
- Poles

- Decorative

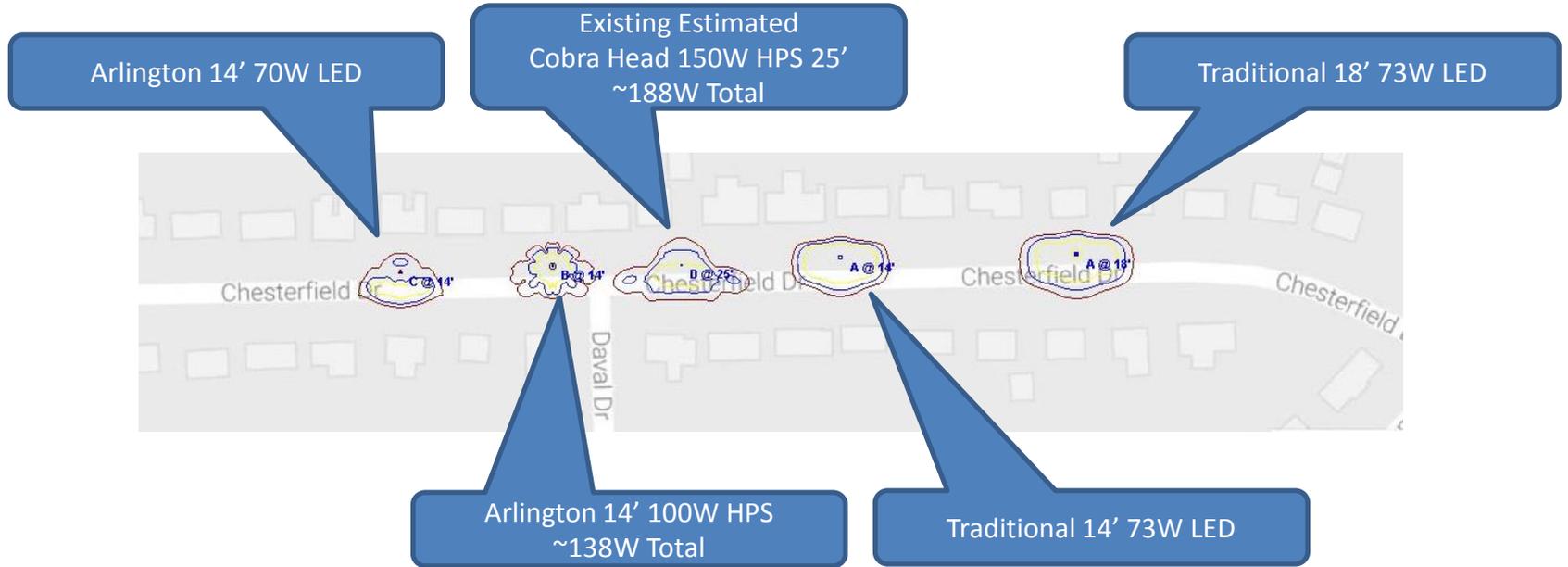
- 14.5' Fluted pole
- Includes duplex outlet
- Anchor base design with twist in foundation
- Consumers Energy – standard stock item

- Post top

- 14' or 19' mounting height round, straight pole
- Includes duplex outlet
- Anchor base design with twist in foundation
- Consumers Energy – standard stock item



# Street Light Comparisons



# Project Pricing Summary

Fixture	Per unit	Photoeye
Arlington - HPS	\$ 865	\$ 50
Arlington - LED	\$ 1,610	\$ 50
Traditional - LED	\$ 785	\$ 50
Decorative, fluted pole 14.5', anchor base, w/ footer	\$ 1,590	\$ 0
Round, tapered 18' pole, anchor base, w/ footer	\$ 735	\$ 0
Footer only	\$ 335	\$ 0