

**City of Swartz Creek
AGENDA**

Regular Council Meeting, Monday, June 26, 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 June 12, 2017 MOTION Pg. 26
5. **APPROVE AGENDA:**
 - 5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
 - 6A. City Manager's Report MOTION Pg. 2
 - 6B. Tax Reverted Property List & Maps (Business Item) Pg. 36
 - 6C. Fire Agreement Negotiation Request Pg. 42
 - 6D. Park Board & Zoning Board of Appeals Draft Minutes Pg. 43
 - 6E. Durand Area Industrial Investment Information Pg. 47
 - 6F. Point and Pay System Documentation (Business Item) Pg. 54
 - 6G. Supervisors' Agreement (Business Item) Pg. 80
 - 6H. City Manager's Agreement (Business Item) Pg. 112
 - 6I. Election Equipment Report (Business Item) Pg. 127
 - 6J. Consumers Energy Notices Pg. 134
 - 6K. May Budget Report Pg. 138
 - 6L. Water Consumer Confidence Report (Quality Report) Pg. 140
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Tax Reverted Property Acceptance RESO Pg. 17
 - 8B. Fire Agreement Committee Appointments RESO Pg. 19
 - 8C. Park Board Appointment RESO Pg. 20
 - 8D. Point and Pay System RESO Pg. 21
 - 8E. Supervisors' Agreement RESO Pg. 22
 - 8F. City Manager's Agreement RESO Pg. 22
 - 8G. Election Equipment Grant Approval RESO Pg. 23
 - 8H. Fiscal Year 2018 Meeting Schedule RESO Pg. 23
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

Next Month Calendar

Police Authority:	Wednesday, June 28, 2017, 10:00 a.m., Mundy
City Council:	Monday, July 10, 2017, 7:00 p.m., PDBMB
Planning Commission:	Tuesday, July 11, 2017, 7:00 p.m., PDBMB
Park Board:	Wednesday, July 12, 2017, 6:00 p.m., PDBMB
Downtown Development Authority:	Thursday, July 13, 2017, 6:00 p.m., PDBMB
Fire Board:	Monday, July 17, 2017, 6:00 p.m., Public Safety Building
City Council:	Monday, July 24, 2017, 7:00 p.m., PDBMB

City of Swartz Creek
CITY MANAGER'S REPORT
 Regular Council Meeting of Monday, June 26, 2017 - 7:00 P.M.

TO: *Honorable Mayor, Mayor Pro-Tem & Council Members*
FROM: Adam Zettel, City Manager
DATE: June 22, 2017

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

- ✓ **OUTSTANDING APPEALS** *(No Change of Status)*
 Amazingly, we have not had any commercial appeals filed yet. However, the three remaining appeals (Huizinga Properties, Topvalco, & O'Reilly Auto Parts) have all added 2017 to their 2016 tax appeals.

They were 'due' by May1, but some still trickle in after that date. We may yet receive one or more, but this is a good sign.

We are proceeding with full appraisals on the Topvalco (Kroger) property and O'Reilly Auto Parts. Kroger has been lowered before and is a regular commercial tax appeal filer. We cannot continue to do so for a multitude of reasons. These submissions will take some time to resolve themselves.

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

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 SIGNALS** *(No Change of Status)*
 Mr. Svrcek is checking on the long term replacement schedule for the signal at Miller and Morrish. This is an older signal that will require modernization at some point, though this will be rather expensive. For the time being, the signal functions well and is providing an acceptable level of service and safety per the city's engineers. We will set up a plan for timely replacement and optimization.

The previous report follows:

There has been more concerns about the signal at Morrish and Miller Road. We had studied this intersection using the traffic engineers at OHM. Their report indicated that the level of service, overall, would not likely be improved with the

addition of a dedicated left turn signal. However, I have followed up with them regarding this matter. A note from Mr. Harris with OHM is attached. From a practical standpoint, it appears cost may be a bigger barrier at this point. Please let me know if there are comments or if there is a collective desire to move forward with changes at this intersection.

In addition to Miller Road, 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 have made an inquiry to MDOT regarding this process. They have acknowledged our inquiry but they have not provided an answer. Please let me know if there is any objection to moving forward.

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

The city has only one project slated for federal funding through the regional planning commission Traffic Improvement Program (TIP). Fairchild is to be designed in 2018 and constructed in 2019, which is the last year of the three year TIP cycle. After that, we hope that Miller, west of Morrish will be in the 2020-2022 cycle. Seymour is not on the radar at this point, though we may try to put it on the next cycle as well.

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	\$312,306	\$249,845	\$62,461

✓ **STREET PROJECT UPDATES (Update)**

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

Forestry and water main installation are substantially complete. Water service connection is now underway, with road demolition slated for July. No project abnormalities or issues have arisen yet with the exception of staging issues in Winshall Park that resulted in a new delineation of where the contractor can store equipment, materials, and employee vehicles. This issue has been ongoing and may require the selection of a different staging area if trees are to be protected in the long run. The project is expected to be completed on schedule.

It sounds like the preventative maintenance projects would begin in June, and preliminary spray patching of cracks on impacted streets is underway. However, we did not receive notice of an anticipated start date for sealant application slated for June 22nd until June 20th. We indicated that this was insufficient time to notify residents. However, this did not stop the spray patch crew from coming out and making a mess of Jennie Lane. Tom and I were furious, but the work is done. The aggregate and tar appears to have settled in reasonably well as we await the final slurry seal coat.

We do not know the start date for this phase of preventative maintenance at this time. I will keep the city council and impacted neighborhoods informed of the progress as we learn about the proposed schedule the engineer is working on.

The survey of Daval Drive is complete, and the engineer is giving quantities to the contractor with the expectation that a cost estimate can be generated. Our engineer, street administrator, and most residents are very pleased with the work of the water main contractor. The work is timely, professional, and responsive to resident needs.

The next step will be for the street committee to convene and make final recommendations on 2018 projects. This will also include a recommendation regarding bidding the projects or negotiating prices with the current contractor. I also expect them to debrief on forestry and other contractor issues.

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

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

Lining work is approved for Chelmsford and Valleyview Drives. Inspection of Winshall is also approved. It is expected that this work will be completed in the fall or winter of 2017.

This program is on schedule and budget. Based upon current rates and existing fund balance, staff may recommend expending more in the next year or two on the sewer rehabilitation plan in order to get some higher risk assets completed more quickly. This could include Winshall Drive and Miller Road sections.

✓ **KWA** (*No Change of Status*)

It appears that Flint will not be participating in the KWA after all. At a meeting with county officials on Wednesday, April 19th, we were informed that this should not impact our service or rates due to the nature of the arrangement that is being negotiated between the State of Michigan, Flint, and the Great Lakes Water Authority. For now, it appears Flint's debt will still be provided for by other parties, and service to the city could begin as early as October.

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

We are now working with Genesee County to assess the savings we expect from this leak detection program. For the first week ending in June, we are showing 20.5% less consumption for 2017 than 2016. Note that these reads can vary substantially week-to-week due to the timing of the reads, weather, breaks, and other factors. However, this general level of consumption reduction appears to be gaining consistency and is certainly a positive sign. We will continue to monitor this. We will have better data as time progresses.

Based upon the findings of the leak repairs and future rates of the KWA, the city may be in a position to absorb increases, expend more on replacement water main, decrease rates, or some combination of those three options. No matter what the outcome is, the savings will result in more efficient service to utility customers.

We continue the internal auditing program to find theft, faulty meters, improper billing, and leaks.

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

I have completed training with the Michigan Rural Water Association and will begin putting together the water master plan and reliability study that the Michigan Department of Environmental Quality expects to have by January. This instrument will help us track our water system assets and better plan for investment in tandem with our street plan.

Genesee County Water and Waste Services still intends to update their 2003 Water Master Plan this year. During this process, they are going to analyze the Swartz Creek area to ascertain what current and future needs are. This information will then be used by their consultant to make determinations concerning additional water feeds into the area and the sizing of the water main, including Miller Road.

Their plan is to rely less on Miller Road and more on secondary feeds that could approach the city from the north, south, and west. This would be good for us in the long run and negates the concern that Miller Road would need to be increased in size and/or used as an intercommunity transmission line.

GCWWS also informed us that our customers on border roads can use the 'intercommunity' lines that are redundantly installed. This is the case for Dye Road, which has become a problem in recent years. As we move forward with the study, we will likely be looking at the other border roads (Miller between Seymour and the north city limits, Seymour between Miller and the north city limits, and Bristol between Elms Road and the west city limits). The city has the option of making these intercommunity water mains, thereby giving control, operations, and maintenance to Genesee County.

Regarding the practical needs to secure funding for our larger projects (Miller & Morrish, among others), Lou has put together some figures on our mid-term capital investment needs. It looks like we will need to spread this cost out over time and/or offset it if we are to be successful. As such, Mr. Svrcek and Mr. Fleury have been looking into the use of federal funds as a potential grant and lending source for water main. Because the life of these assets is so long and the cost so high, bonding or borrowing for their replacement is common. Lou feels we may be eligible for some grant funds.

Moving forward, we will begin exploring some of these options. Clio, Davison, and many other communities rely heavily on these programs when their infrastructure needs come due.

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

Beginning July 1, the offices hours at the Swartz Creek Police Department will be 8:00 a.m. – 3:00 p.m., Monday, Wednesday, and Friday.

The authority still appears to be running smoothly. I have been informed that the services exceed expectations (based upon weekly hours of service), and the authority is under budget.

The big remaining issue that is related to this service is the management of the pre-existing pension liabilities. We won't know more until MERS releases their findings from calendar year 2016, expected to be in the next 30 days.

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

I have been speaking to a developer that is interested in building on the city owned lots. I suspect there will be agreement soon between the developer and association concerning who they want to construct homes. Once that is complete, I can negotiate sales instruments.

If negotiations meet the minimum objectives, sale instruments/agreements will be presented to the city council for review. If those are approved, a waiting period would commence that enables comment on the instruments. At that point, the city council would be presented with a final resolution to commence sales and enter into any other related agreements. The previous report follows:

The association is also requesting that proceeds beyond the city's investment be allocated and paid to the association in a manner reflecting the program executed with city-owned lots in Springbrook East.

I think this is a great plan. I believe the highest priority is ensuring the success of the Heritage Village development. New homes that complement the existing neighborhood will enable this. Relieving the city of these real estate assets will also limit our exposure to ongoing carrying cost, as well as to provide some new tax revenues. Lastly, the lot sales should be able to relieve some of the financial burden imposed upon the community by the road assessment that resulted from the housing crisis.

✓ **WINCHESTER WOODS LOTS** *(Update)*

I met with city engineer, Lou Fleury, on June 21st regarding the feasibility and general costs study that was ordered to ascertain what it would take to accomplish our storm management goals. Paul Fortino from Gaines was also able to attend. Initial engineering indicates the need for a large amount of detention, which would require a few lots and/or acreage from the church site at Hill and Seymour. This appears problematic from a cost, safety, and desirability standpoint. Lou is going to see if the county drain office will eliminate or reduce detention requirements since this is an existing plat with existing infrastructure.

With the understanding that there is not a census on how to proceed, the city intends to mail impacted parties about the status of the situation. There is a clear intent to involve them in this process as it relates to what the goals are and how we can collectively accomplish them.

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

The newsletter should have been delivered. Let me know what you think.

✓ **SUNOCO** *(Update)*

The site is being cleaned as we speak. Work should be substantially complete by the end of the month, and the DDA will be holding a workshop to discuss the future of the site on July 13th.

- ✓ **ELMS PARK RENOVATIONS** *(No Change of Status)*
Per the Glaeser Dawes schedule, work in the park is expected to occur in August. The work should not have a large impact, but there will obviously be disruptions to traffic and some facilities as flatwork is installed.

- ✓ **WATER TOWER** *(Update)*
As of writing, the painting crews have been mobilized. Fencing will begin as soon as the contractor can schedule it.

There was an issue with debris and paint chips falling onto private property. We were notified by residents the week of June 19th. The inspector (Dixon Engineering) and contractor (Fedewa) visited all impacted properties and made arrangements to clean and restore them to an appropriate condition. None of the material is known to have any adverse impact that needs to be further mitigated.

In our conversations with Genesee County, there was some interest in using the water tower by the county for a backup water supply for areas west of the city. We will see if they wish to move forward with this. The plan would be for them to invest funds necessary to make the system work. My knee jerk reaction is to cooperate fully.

- ✓ **TRAIL PLANNING CONCEPTS** *(No Change of Status)*
OHM has been investigating trail options. Some concepts have been looked at by staff and shared with the park board on May 3rd. These are still preliminary, and the engineers will be looking at one alternate route for the first segment, and a couple variants for the third segment by GM. The alternates are thought to be optimized for land acquisition needs, if any, as well as construction costs. I will keep the council informed of this progress.

- ✓ **DISC GOLF CONCEPT** *(No Change of Status)*
Conceptual approval has been granted for a course in Winshall Park. There is no active interest in fundraising. I will keep the city council informed.

- ✓ **REDEVELOPMENT READY COMMUNITIES** *(No Change of Status)*
The city is now “formally engaged” in the RRC program. I await word of the next steps that the city is to take.

Related to this, the DDA has approved the branding/marketing proposal. This is a big step in bettering the city’s image and is also a requirement of the RRC program.

Another short term initiative that staff will be taking on is the creation of board and commission job descriptions and applications. I intend to have these created in the next 60 days or so. They will be available on the city’s website.

- ✓ **MEDICAL MARIJUANA LAND USES** *(No Change of Status)*
A consulting company presented on the topic of medical marijuana land uses and their impacts in Michigan at the April 4, 2017 Planning Commission meeting. The meeting was well attended for planning commission standards, and the presentation was well received. No action was taken, but there appeared to be interest in

considering an allowance for one or more of the state enabled land uses that were of the industrial or warehousing in nature (growing, processing, and testing).

Currently, 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 these uses. 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*)

The sewer debt has been paid off.

We have been wired the street/water funds in the amount of \$1,950,000.

I previously eliminated the wall of text that occupied this space in previous packets. See the report from March 27, 2017 if you are interested in more details. In short, the city's remaining existing debt consists of:

City Hall Construction:	<u>\$405,952.50</u> (March 2017 estimate)
General Fund:	\$162,381.00
Garbage Fund:	\$40,595.25
Water Fund:	\$101,488.12
Sewer Fund:	\$101,488.12
Pension Liability:	<u>\$1,598,420</u> (December 31, 2015)
AFSCME:	\$299,877
Police:	\$608,765
Supervisors:	\$689,778
Water/Street Bond:	<u>\$1,950,000</u>

The city hall debt is in its last five years. It might be worth paying off to save interest to the contributing funds. However, the general fund portion is sizable and the return on payoff would be much better in the pension, which is supposed to be building interest at 7.75% annually.

That leaves us with the pensions. These liabilities are the biggest and are 'losing' the most in interest by virtue of the opportunity costs related to their high yield rates. This means that we have savings in accounts accruing almost nothing when such savings could be paid into the pension plan and gaining about 7% a year. It is the equivalent of paying off a high interest credit card.

These liabilities are already accrued (owed for past service), and our funds are best placed here to gain value. Because all of the units are now closed, it also would place the city in a position to put these 'legacy costs' behind us and allocate future budgets to current services instead of these retirement liabilities.

For the time being, there is not much we can do here. We await the 2016 actuarial report, which will indicate the new balances resulting from changes in calendar year

2016. Of which, there were some significant contributions and circumstantial changes which should improve the city's position.

✓ **SEE CLICK FIX (Update)**

We are live with this application and are beginning to circulate marketing materials and promote it. We are doing so without much flair in case use exceed or initial ability to respond. I am still requesting council members, staff, and officials to explore and use the application for service needs. **LET ME KNOW IF YOU ARE INTERESTED IN BEING A USER!**

We are very excited about how this could bring the community closer with common information sharing, efficient problem mitigation, and trust in governance.

✓ **DOG PARK (No Change of Status)**

The Eagle Scout candidates are back on the case. There is now a fundraising platform set up to make this happen (GoFundMe). If you are interested in contributing or know of another person or entity that might be, feel free to contact me.

✓ **FIVE YEAR PARK PLAN (No Change of Status)**

Rowe Professional Services Company will begin work on the revised plan. No workshops are planned yet, but it appears Rowe will be at the July 12 meeting with more information.

✓ **RADAR FEEDBACK SIGNS (Update)**

I have been communicating with other road agencies and cities about the use of these products. They are extremely happy with the impact of the devices, their performance, and the additional data that is provided (such as speed study reports for setting speed limits).

I have received information about a very specific model, priced at about \$2,800 per unit, which appears to work well in similarly situated communities. I am working with their sales team and hope to have quotes by the first July meeting. The previous report follows:

As part of the traffic calming discussion, the street committee was introduced to radar feedback signs. I have included an example of one in the packet. These instruments range in price from \$2,500 to \$4,500 for solar powered fixtures. The committee feels this could be valuable as part of a community-wide program that engages in speed awareness. Given the popularity and noted effectiveness of our speed trailer in the past, I agree.

The committee recommended that the city council invest in six of these that could be strategically placed around the city and relocated from time to time. Please let me know what you think.

✓ **EMERGENCY MANAGEMENT (Update)**

Council member Hicks and I are going to work on bringing a presentation/workshop to the city. Tentatively, it is looking like the presentation may precede a city council

meeting in July (10th or 24th). The idea is to get staff, board/commission members, and affiliated parties to attend on a Wednesday evening in the near future. I will work with her to invite the appropriate people and go from there.

She also would like to see city council members become familiar with the National Incident Management System and Incident Command System. An introductory course that is available to all can be found at:

<https://training.fema.gov/emiweb/is/icsresource/trainingmaterials.htm>

The two baseline courses are a great place to start. I agree that this is worth a couple hours of your time.

✓ **CONSUMERS CONSERVATION PILOT PROGRAM (Update)**

A preliminary meeting with Consumers Energy (CE) was held at city hall with staff on June 20th. The purpose was to engage other stakeholders in the area for participation in a new pilot program that will explore how best to reduce energy load on a specific substation in the city.

CE is specifically seeking to learn how much energy a community-wide energy reduction program can save. They indicated that our sub-station is at 70%+ capacity. Their goal is to reduce energy usage in the 48473 zip code to avoid an upgrade. I indicated that there are growth pressures in the residential and commercial sectors that may conflict with the need to reduce energy consumption. They indicate that the pilot secondary goal is to assess the impact of energy conservation on existing customers as well, making this a learning experience of value, whether or not an upgrade is ultimately needed.

To conduct the program, the city's approval and involvement is not required, however, I indicated that myself or another staff member could serve on their task force if needed. What they are proposing is a targeted marketing campaign to get residents and businesses to reduce energy by: 1. Learning best practices, 2. Competing for prizes for reductions, 3. Gaining access to technology and rebates that can improve efficiency.

One component that does involve the city and broader community is the competition component. The CE representatives indicated that there will be individual and collective competitions. Winners of these savings competitions would be eligible for individual prizes, and there would also be one or more community prizes. The community prize was described as a contribution of about \$10,000 to a community endeavor that participants could vote for. I indicated that there were some items available for donations and/or had pre-existing line items in our budget, such as the Dog Park, Disc Golf, Holland Drive Property, and trails. They will likely pick a candidate from among these options, as well as some school or other community options.

I will be attending some sort of luncheon in the near future to learn more. I suspect the substation in question is on Wade Street.

✓ **TAX REVERTED PROPERTY LIST** (*Business Item*)

After further review, I recommend we acquire all four of the properties that the city can acquire for the expense of taxes owed. The list is included in the packet, along with a map of the properties. A decision must be made at this time, so I have put this on the agenda as a resolution.

Myself, Mr. Svrcek, and the city's building official, Mr. Hart, were able to informally inspect the residential structure on Don Shenk. We believe this property is in reasonable shape for acquisition. Delaying acquisition will certainly increase the risk of ongoing blight or further damage. Based upon the observed condition, the city should easily be able to acquire and sell or acquire and repair/sell the home and remain in a positive financial position.

The properties in Heritage can be controlled for less than their market value and thereby be included in the ongoing Heritage lot sale project that is noted above.

The lot on Second and Wade is vacant and in the floodplain. However, controlling it at this cost ensures a desirable future use as side yard to a neighbor, low-impact public use (community garden), or matching home site that would follow the 'old city hall' project.

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

✓ **MONTHLY REPORTS** (*Update*)

The May budget report is included for reference.

✓ **ANNUAL WATER CONSUMER CONFIDENCE REPORT** (*Update*)

The report is attached in its entirety. It is a 'clean' report (pun intended). Notice of the report availability has been sent to each customer and the report is on the webpage. People request this all the time. Note that the timing for this report (state wide) makes it appear continuously out of date. The reason for this is that the year of the report is the preceding year, and the data is usually not available until May of the next year. Therefore, if someone asks for the most recent report in April of 2017, they would receive the "2015 CCR". This set of circumstances makes it appear that governments are lacking transparency. So, as of now, the "2016 CCR" is just now available.

✓ **CONSUMERS ENERGY NOTICE** (*Update*)

A pair of Consumers Energy hearing notices are included for reference.

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

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

The planning commission meeting for Tuesday, June 6, 2017 was cancelled due to a lack of agenda items. It is very quiet in this arena. The only item on the radar is the eventual discussion on the medical marijuana land uses. This is on hold awaiting state regulatory guidelines.

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

The DDA met on June 8th. There was no quorum. Despite this, the attending members held open discussion with the branding consultant and Sunoco site consultant. Both are interested in being at a Sunoco site workshop meeting on July 13th, which is the next regular DDA meeting. The thought is to invite nearby businesses and the general public to review concepts developed so far and seek general input. The branding process may take a bit longer, with the consultant planning to attend the August 10 meeting with some initial thoughts.

Overall, the DDA is becoming quite busy with these two important projects. With any luck, there may be a public project occurring on the Sunoco site in the spring. On the downside, attendance at the DDA meetings is a problem. With the level of activity we are having, a quorum is necessary. If band members can't make practice, we are going to have a problem.

Lastly, the first Family Movie Night showing is the 23rd. The title is Lego Batman.

✓ **ZONING BOARD OF APPEALS (Update)**

Training was held on June 14. There was full attendance.

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

The Mayor is recommending that resident, Samantha Fountain be appointed to the park board. She will fill in for Mr. Dennis Reno.

The next meeting is scheduled for July 12th (one week later due to the holiday). A workshop for the park plan may be held in Winshall Park later this summer in conjunction with another community event.

The park board met on June 7th. Draft minutes are included in the packet. The board discussed the road construction staging area activities. There is concern about vehicle parking and equipment storage in proximity to the park trees. The contractor was onsite and agreed to extend the staging area east and avoid compacting soil within the 'drip line' of the trees. Due to further observed issues, staff has directed that physical markers be placed to ensure a 10 foot buffer from the drip line.

Doug Schultz was also in attendance. He will be guiding the park board through the park plan update process. It appears that the next installment will focus more on Winshall Park and system maintenance. There was also ongoing discussion about partnerships with the school in Elms Park and consideration of land acquisition near Winshall as well.

The 'My Can' near the tot lot was moved and screened at the request of a property owner across the street. The intent, which staff agree with, was to make the outhouse less visible to residences, but more visible to users of the tot-lot/pavilion for safety/access. This has created disagreement in the community about the best interests of the park and residents across the street, since the My Can is admittedly very close to the pavilion. The locational matter will be placed before the park board.

The flag pole at Winshall Park has also been found to be in disrepair. The city has attempted to keep the pole straight and the flag in good repair, but this has been a

challenge for one reason or another. The American Legion may be adopting this feature. I will keep the council informed.

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

The March Board of Review Sessions have concluded. There were twelve petitioners, two clerical issues, and five disabled veteran exemptions. With some petitioners filing multiple property petitions, the total impacted parcel count is thirty.

The next meeting of the BoR is scheduled for July 18, 2017.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **DURAND AREA INDUSTRIAL INVESTMENT** (*Update*)

There are substantiated rumors of a massive industrial investment that is planned for the Durand area. The best information that I have found is included in an informational brochure that resulted from a recent public hearing. What appears to be affirmed is that some sort of steel or raw material producer is interested in constructing a large facility north of Durand. This facility is alleged to be valued at close to \$5 Billion and would employ hundreds of employees. It is also being promoted as an engine for numerous spin off businesses.

The scale of this investment and its impact would be unprecedented and would dramatically impact the housing, retail, and service market for Swartz Creek, as well as potential industrial demand. However, no information has been substantiated to ameliorate concerns over air quality impacts. Since our community is 4-5 miles east by north east, we are in the immediate crosshairs of any such impacts. I have heard that the facility could be a potential polluter, and I have heard that it could have no measurable or observable impacts on air quality.

At this point, we find ourselves as a stakeholder in this project without much information to respond. I will do my best to learn more and report to the city council. This is something that, if it proceeds, will have a tremendously positive impact on our town, or a mixed impact (economic/environmental). Since various state and federal agencies are involved, we should be prepared to inform ourselves and use our formal and collective voice to promote the best interest to the Swartz Creek community.

✓ **LABOR AGREEMENTS** (*Business Items*)

The Supervisors' Agreement is attached. The agreement is a two year agreement that provides approximately a 2% increase in compensation (based upon wages) each year. There are only three employees left in this unit, and the compensation varies for each in the first year due to circumstance (one employe is eligible for post-retirement medical, two are not; and one employee has extra absent time, two do not).

As such, one employee (and all new hires) are being moved into a Health Care Savings Program (as did the AFSCME Unit in 2016). One employee seeks payout of additional absent time, and one employee is seeking a wage increase. For the

second year, the city is encouraging an increase (if matched 2-1 by employees) in the 401a defined contribution retirement. I believe this is a sound strategy to ensure end-of-career retirements do not become a hindrance to individuals or the city.

Another large feature of this agreement is the desire to dissolve the unit in the near future. With only three members (each operating under different circumstances), bargaining is viewed as more problematic and restrictive than beneficial and flexible. Note the end provision that will potentially place eligible employees into individual professional service agreements and/or under the terms and conditions of the Employee Handbook.

I believe we have very agreeable labor relations with these employees and will continue to have such relations, with or without an agreement. The Health Care Savings Plan and 401 changes are in line with the AFSCME contract, and in my opinion, the general economic expectations of the regional workforce.

I have also included my agreement in the packet. I am requesting that the council remove the defined benefit post-retirement medical provision and replace it with the same 2% Health Care Savings Program that new hires in the Supervisors' unit are getting. I would like to make this standard for all city employees in the future. This is a fair, proportionate, and predicable way to do business for all parties. It is also much cheaper than post-retirement medical benefits as noted in this and preceding agreements. I am also requesting the 401a match increase in year two to match the Supervisors' unit. This is something that I will offer to AFSCME in the next contract for complete uniformity among employees, if applicable at that time.

✓ **ELECTION EQUIPMENT** (*Business Item*)

All municipalities in Genesee County are being required to purchase new election equipment. Specifically, we need voting equipment that includes four (4) precinct tabulators, one absent voter counting board tabulator, one accessible voting device and EMS Software.

The down side is that this costs money. The incredible and unforeseen upside is that there is 'guaranteed' grant support for the purchase. Ms. Eskew has provided the Help America Vote Act Grant Agreement Master Contract that enables this acquisition and funding. I have included a resolution to do so. My understanding is that we need to do so, and I cannot see any reason not to.

✓ **POINT AND PAY SYSTEM** (*Business Item*)

Staff is ready and able (excited) to move forward with electronic payments. The city's proprietary software provider is BS&A, which is used by about 95% of Michigan municipalities. This software is used for budgeting, bookkeeping, utility bills, taxes, building, code enforcement, receivables, assessing, and so much more. This is important to note because BS&A software readily integrates (in-office and on the internet) with only two point of sale electronic payment processing companies.

Mrs. Korth and Ms. Eskew have done their research, and Point & Pay, LLC is leaps and bounds ahead of their competitor for the time being. We have interviewed the company, and they are able to provide integration into our BS&A taxes, utility billing,

and miscellaneous receivables software with a pre-assembled web interface that will enable payments of said bills from any browser with internet access. This means that someone desiring to pay a water bill can go to the city's page, access their account, and be directed to the payment page (with the city banner). This is where the secure transaction will occur.

They will also set us up with the ability to take credit/debit cards in the offices for ALL payments. Software is included to allow customers to swipe their own card or to visually observe our staff swipe and return their card. In-office payments can be expanded to building permits, park reservations, etc.

The general terms and conditions that apply appear to be universal. There is a standard 'convenience fee' of 3% that the consumer must pay for each transaction. I don't see any way around this. There is no setup fee for the city. Point & Pay is Payment Card Industry Data Security Standard Program (PCI) compliant and insured, which protects the city's interest in case of a fraud case resulting from use.

Point & Pay indicated that the first year will see about 5% of payments make use of this system, with this number growing over time. They also indicated that they had two isolated and individual fraud cases out of all \$17 Billion of annual processed payments in the last five years.

We are very pleased to finally offer this service as an option to bill payers in the city. A resolution is included to move this forward.

✓ **FIRE AGREEMENT NEGOTIATION REQUEST - APPOINTMENTS (Update)**

We received a letter from Clayton Township (attached), indicating their desire to negotiate the termination sections of the interlocal agreement for fire services. I met with Chris Gehringer on Monday, June 19, along with Mayor Krueger. There are still ongoing concerns about the Fireboard functionality between the two communities and staff of the department. We agreed to start at the highest level to reset expectations and processes by exploring the interlocal agreement. Doing so should improve relationships and institutionalize a potentially refreshed fireboard composition and/or processes.

While the relationship is obviously strained, there is dedication at the highest levels to provide quality service in a cooperative manner. As such, I am confident the community leaders can craft an instrument that encourages productive fireboard operations, thereby enabling department staff to provide a motivated, trained, well-staffed, and well-equipped fire service to the city and township.

The first step is the selection of a delegation or committee to move the interlocal agreement along. The Mayor and Township Supervisor have tentatively looked to place themselves and one fireboard member from each municipality into such a committee. A resolution is included to effect this change for the city, with the fireboard appointee being Mr. Curt Porath.

✓ **LIBRARY BENCH (Update)**

A bench was donated to the library in memory of a local resident, Mr. Spaulding, a few years back. The bench has suffered some damage, allegedly from the city's snowplow contractor. I was not informed of this until June 15th, by a family member that was instrumental in making the donation. They are disappointed that the city did not properly maintain the bench for the winter months and that the contractor subsequently hit it. I am not sure why we are just learning of this damage, but the remedy requested is for the city to appropriate funds to purchase a new bench. I am awaiting pricing information. I am not sure how the city council desires to handle this.

UPDATE: Mr. Svrcek indicated that he met the donor onsite and was able to amicably address the situation through repairs and an understanding of ongoing maintenance. My understanding is that this is a closed issue. If I hear different from the donor, I will inform the city council.

✓ **FISCAL YEAR 2018 MEETING SCHEDULE (*Business Item*)**

The meeting schedule for the 2018 fiscal year is included in a resolution. Let me know if you find any conflicts or require any amendments.

Council Questions, Inquiries, Requests, Comments, and Notes

Disrepair: Some folks have asked about the home on the southeast corner of Ford and Miller. The bank now has control and is assessing the home for repairs.

Bill & Monte Morgan Plaque: A community award is bestowed each year on July 8th to a noteworthy individual or group whose contributions to Swartz Creek in the areas of Beautification, Maintenance, Preservation, or Donation of Historical Artifacts best exemplifies Bill and Monte's high level of community service. A community member has requested that the recognition plaque be placed in city hall for viewing. If there is no objection, I will see this done.

My Time: I indicated in the last report that I don't plan to take a standard 'vacation' in lieu of taking some long weekends (Fridays). I am also using some compensation time to run/exercise on my lunch once or twice a week, especially on days when there is an evening meeting. This seems to be working without reducing services, despite the office being open for lunch. Folks are still encouraged to call, text, or email to reach me.

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, June 26, 2017, 7:00 P.M.**

Resolution No. 170626-4A MINUTES – JUNE 12, 2017

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, June 12, 2017, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170626-5A AGENDA APPROVAL

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of June 26, 2017, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170626-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of June 26, 2017, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**Resolution No. 170626-8A RESOLUTION TO ACQUIRE TAX REVERTED
PROPERTIES FROM GENESEE COUNTY TREASURER**

Motion by Councilmember: _____

WHEREAS, on June 26, 2017 at a public meeting, the Swartz Creek City Council reviewed the staff and planning commission recommendation to acquire specific parcels listed as Genesee County Treasurers’ tax reverted property currently under foreclosure; and,

WHEREAS, the City Council finds that a public purpose exists for the acquisition of the property, located on Second Street, that purpose being the prevention of blight and neighborhood enhancement through the addition of a private or public improvement or through the transfer to a neighboring residence; and,

WHEREAS, the City Council finds that a public purpose exists for the acquisition of the property at 5256 Don Shenk Drive, that purpose being the elimination of blight and neighborhood enhancement through the investment and repair in an existing residential structure; and,

WHEREAS, the City Council finds that a public purpose exists for the acquisition of the properties on Heritage Blvd, that purpose being the prevention of blight and neighborhood enhancement through the addition of private investment in consultation with the homeowners association; and,

WHEREAS, the list of all such properties for which there is a public purpose includes:

Parcel Number	Address	Minimum Bid
58-01-502-036	Second Street	\$1,441.78
58-02-503-004	5256 Don Shenk Drive	\$23,388.45
58-30-651-110	3337 Heritage Blvd	\$1,204.58
58-30-651-111	3339 Heritage Blvd	\$1,204.58
Total		\$27,239.39

; and,

WHEREAS, the County Treasurers' Office requires certain conditions and stipulations relative to the acquisition of tax reverted properties by local units of government,

NOW, THEREFORE, I Move the City of Swartz Creek enter into an agreement with the Genesee County Treasurers' Office, and further, direct the Mayor Dave Krueger and City Clerk Connie Eskew to execute the agreement on behalf of the City, agreement as follows:

NOTICE TO GENESEE COUNTY TREASURER DEBORAH L. CHERRY, THE FORECLOSING GOVERNMENTAL UNIT, OF ELECTION TO PURCHASE FORECLOSED PROPERTY

The City of Swartz Creek hereby notifies Deborah L. Cherry, Genesee County Treasurer and Genesee County Foreclosing Governmental Unit, that it intends to purchase property described as SEE ATTACHED LISTING, also known as SEE ATTACHED LISTING, which property is located in Swartz Creek, Michigan, for a public purpose. The purchase price is \$27,239.39, which amount is the minimum bid as that term is defined in MCL 211.78m (11).

The public purpose for which the property is being purchased is:

Blight prevention and neighborhood enhancement thus advancing neighborhood stabilization.

The City of Swartz Creek agrees that this Notice will be filed with the Genesee County Register of Deeds and that the City of Swartz Creek will notify the Foreclosing Governmental Unit at least seven days before the event if it ever sells or transfers to a third party all or any part

of the above described property. Further, the City of Swartz Creek understands and agrees that if it should ever sell the purchased property above described for an amount in excess of the minimum bid and all costs incurred relating to demolition, renovation, improvements, or infrastructure development, the excess amount shall be returned to the Genesee County Treasurer for deposit into the delinquent tax property sales proceeds account for the year in which the property was purchased by the City of Swartz Creek.

Upon the request of the Foreclosing Governmental Unit the City of Swartz Creek shall provide without cost to the Foreclosing Governmental Unit information requested regarding any subsequent sale or transfer of the above described property. The information shall be provided within seven days of receipt of the request.

This election by the City of Swartz Creek is made subject to any prior right of election vested in the State of Michigan.

The City of Swartz Creek understands that neither Genesee County nor Deborah L. Cherry, either individually and/or as Genesee County Treasurer and/or as the Foreclosing Governmental Unit, makes any warranty of any kind as to the title transferred to the City of Swartz Creek and will not indemnify, defend, save nor hold harmless the City of Swartz Creek from any or all claims, liabilities, damages, losses, suits, fines, penalties, demands or expenses, including costs of suit and attorney fees, incurred by the City of Swartz Creek because of or related to its election to purchase the property above described.

The City of Swartz Creek agrees to indemnify, defend, save and hold harmless Genesee County and Deborah L. Cherry, individually and/or as Genesee County Treasurer and/or as Foreclosing Governmental Unit, from any and all claims, liabilities, damages, losses, suits, fines, penalties, demands and expenses, including costs of suit and attorney fees, which Genesee County and/or Deborah L. Cherry, individually and/or as Genesee County Treasurer and/or as Foreclosing Governmental Unit incurred because of or related to the election of the City of Swartz Creek to purchase the property above described.

Attached to this notice is a copy of the resolution authorizing the purchase which resolution incorporates the indemnification of Genesee County and Deborah L. Cherry.

Date: _____

David A. Krueger, Mayor

Date: _____

Connie Eskew, Clerk

BE IF FURTHER RESOLVED, the cost to purchase such properties, being \$27,239.39 as well as the addition of the current year taxes, fees, and assessments, shall be appropriated to the unencumbered, unreserved General Fund (101) fund balance.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170626-8B

RESOLUTION TO APPOINT MEMBERS TO A FIRE AGREEMENT REVIEW COMMITTEE

Motion by Councilmember: _____

WHEREAS, under the General Operating Rules of the Council, the Mayor, with the advice and consent of Council, may appoint temporary committees whose membership may include persons not on Council; and

WHEREAS, such committees must be temporary in nature, have a specific purpose, and include a specific time frame for their activities; and

WHEREAS, the city is a party to an inter local agreement with Clayton Township that provides for fire services under the operation of the Swartz Creek Area Fire Department Board; and

WHEREAS, the council and township desire to review the current inter local agreement as it relates to fire board composition, assets, termination, and other provisions.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek City Council hereby recognizes an inter local and temporary committee, to be referred to as the “Fire Board Agreement Review Committee,” for the purpose of reviewing and making recommendations relating to the interlocal agreement.

BE IT FURTHER RESOLVED, the Committee shall deliver such findings on or before the regular meeting on October 23, 2017 and be subsequently dissolved unless otherwise engaged in further reviews at the direction of the city council.

BE IT FURTHER RESOLVED, the membership of the Committee shall be composed of the following individuals:

- Mayor Krueger
- Councilmember Porath
- Adam Zettel – Staff Member (Advisor)

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170626-8C

RESOLUTION TO APPOINTMENT A PARK BOARD MEMBER

Motion by Councilmember: _____

WHEREAS, the laws of the State of Michigan, the Charter and Ordinances of the City of Swartz Creek, interlocal agreements in which the City of Swartz Creek is a member, and previous resolutions of the city council require and set terms of 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 exists a vacancy in the park advisory board; 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:

#170626-8C1 **MAYORAL APPOINTMENT:** Samantha Fountain
Park Board, Citizen
Remainder of a three year term, expiring December 31, 2018

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170626-8D

RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT FOR THE PURPOSE OF PROCESSING CREDIT AND DEBIT CARDS FOR TAXES, UTILITY BILL,S AND MISCELLANEOUS RECEIVABES

Motion by Councilmember: _____

WHEREAS, the City Council finds that electronic payments, both via the internet and in-office debit, credit card, and electronic check services have become an expectation of bill payers in the city; and,

WHEREAS, the city's proprietary software that is used for billing, accounts receivable, and general ledger use is readily compatible with Point & Pay, LLC's (PNP) E-payment services package; and,

WHEREAS, the city can integrate such services, including the provision of necessary hardware and software, for little or no setup or activation fee per the terms and conditions established in the attached agreement; and,

WHEREAS, PNP is highly recommended by BS&A, is Payment Card Industry Data Security Standard Program (PCI) rated and insured, and is able to bring such services online in time for the fall 2017 utility bill cycle.

NOW, THEREFORE, I Move the City of Swartz Creek enter into an agreement with Point & Pay, LLC, a subsidiary of NAB, doing business in Delaware, and further direct the Mayor Dave Krueger to execute the agreement on behalf of the City.

BE IF FURTHER RESOLVED, the City Treasurer shall be able to make application for expanded module set up and use; including taxes, miscellaneous receivables, and building should such modules be deemed necessary or desirable.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170626-8E

RESOLUTION TO APPROVE THE SUPERVISORS' EMPLOYMENT AGREEMENT AMENDMENT

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek entered into a labor agreement with the Swartz Creek City Supervisor's Association on July 25, 2016, amended January 23, 2017, 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 effective Supervisors Agreement expired on June 30, 2017, and;

WHEREAS, the Employer and Supervisors Association negotiated a tentative agreement that will continue relations with the implementation of a new agreement.

NOW THEREFORE, BE IT RESOLVED the City of Swartz Creek City Council hereby approves the amended and restated 2017-2019 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. 170626-8F

RESOLUTION TO APPROVE THE CITY MANAGER'S EMPLOYMENT AGREEMENT AMENDMENT

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek City Council entered into a labor agreement with the City Manager in December of 2013 for the purpose of setting terms and conditions of employment and to promote orderly and productive labor relations between the Employer and the Manager, and;

WHEREAS, the City Manager is an at will employee with an undated agreement that includes the provision for amendments in writing, and;

WHEREAS, the City Manager is requesting the City Council amend the agreement to match provisions for new hires in the Supervisors' Agreement by eliminating defined benefit post-retirement medical benefits in lieu of a Health Care Savings Program and by offering elective increases in 401a contributions conditioned upon employee voluntary contributions to the same.

NOW THEREFORE, BE IT RESOLVED the City of Swartz Creek City Council hereby approves the Professional Services Agreement between the City Manager and the

Swartz Creek City Council, a copy of which is attached hereto.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170626-8G

RESOLUTION TO APPROVE THE HELP AMERICA VOTE ACT (HAVA) GRANT AGREEMENT VOTING SYSTEM HARDWARE, FIRMWARE AND SOFTWARE

Motion by Councilmember: _____

WHEREAS, the Swartz Creek City Council wishes to apply to the Secretary of State for the Help America Vote Act Grant Agreement in order to receive state appropriated and federal funding to cover the purchase of the election equipment system, the software license fee for the full ten-year contract term, and software and hardware maintenance for years one through five of the contract term; and,

WHEREAS, the purchase will be from Hart Intercivic, Inc., which includes precinct tabulators, Absent Voter Counting Board (AVCB) tabulator, accessible voting devices for use by individuals with disabilities, and related Election Management System (EMS) software; and,

WHEREAS, the City of Swartz Creek plans to begin implementation of the new voting system in August 2017.

NOW, THEREFORE, BE IT RESOLVED that the City of Swartz Creek City Clerk is authorized and directed to submit this Grant Application on behalf of The City of Swartz Creek, Genesee County, on this day of June 26, 2017.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170626-8H

RESOLUTION TO SET THE 2017-2018 COUNCIL MEETING SCHEDULE

Motion by Councilmember: _____

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

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

NOW, THEREFORE, pursuant to the Act, public notice is hereby given that regular meetings for fiscal year 2017-2018 shall be held twice each month, and further, that all meetings shall be held in the Paul D. Bueche Municipal Building Council Chambers located at 8083 Civic Drive, Swartz Creek, Michigan, unless otherwise provided in advance by the City Council, and further, meetings shall commence at 7:00 P.M. on the following dates:

July 2017:	Monday – 10 th Monday – 24 th	
August 2017:	Monday – 14 th Monday – 28 th	
September 2017:	Monday – 11 th Monday – 25 th	
October 2017:	Monday – 9 th Monday – 23 rd	
November 2017:	Monday– 13 th Monday – 27 th	
December 2017:	Monday – 4 th Monday – 11 th	(One Week Earlier) (Two Weeks Earlier)
January 2018:	Monday – 8 th Monday – 22 th	
February 2018:	Monday – 12 th Monday – 26 th	
March 2018:	Monday – 12 th Monday – 26 th	
April 2018:	Monday – 9 th Monday – 23 rd	
May 2018:	Monday – 14 th Tuesday - 29 th	(Monday 28 th is Memorial Day)
June 2018:	Monday – 11 th Monday – 25 th	

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

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

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 06/12/2017**

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, Krueger, Pinkston, Porath.

Councilmembers Absent: Hicks.

Staff Present: City Manager Adam Zettel, Clerk Connie Eskew, Treasurer Deanna Korth, Director Public Service Tom Svrcek, City Attorney Rep. Chris Strickmeyer.

Others Present: Tommy Butler, Lania Rocha, Steve Shumaker, Brenda Steve Long, Bob Plumb, Matt Bade.

ABSENCE OF COUNCILMEMBER HICKS

Resolution No. 170612-01

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Cramer

I Move the Swartz Creek City council excuse Councilmember Hicks.

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

APPROVAL OF MINUTES

Resolution No. 170612-02

(Carried)

Motion by Councilmember Porath
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday May 22, 2017, to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 170612-03

(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 June 12, 2017, to be circulated and placed on file.

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

CITY MANAGER'S REPORT

Resolution No. 170612-04

(Carried)

Motion by Councilmember Florence
Second by Councilmember Cramer

I Move the Swartz Creek City Council accept the City Manager's Report of June 12, 2017, including reports and communications, to be circulated and placed on file.

Discussion Ensued.

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

MEETING OPENED TO THE PUBLIC:

Lt. Matt Bade, Metro Police Authority, informed the council on a few updates such as uniforms and the Swartz Creek School contract. He reminded everyone that there is a Police Authority special meeting Wednesday and that the Bomb Threat Awareness presentation will be at the PAC September 28th.

COUNCIL BUSINESS:

RESOLUTION TO APPROVE FISCAL YEAR 2017 BUDGET AMENDMENTS AND ADJUSTMENTS

Resolution No. 170612-05

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Cramer

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 Fiscal Year Budget and comparative year-to-date balance sheet of expenses and revenues, and finds that it is not in deficit; however, certain department activity line items may be in deficit.

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 or his designee to make all necessary end-year budget adjustment amendments to all city funds in accordance with the supplemental documentation (pages 28 to 68) attached.

BE IT FURTHER RESOLVED, the Swartz Creek City Council hereby authorizes and directs the City Manager or his designee to make all necessary year-end budget adjustment amendments.

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

RESOLUTION TO APPROVE THE 2018 FISCAL YEAR CITY BUDGET

Resolution No. 170612-06

(Carried)

Motion by Mayor Pro Tem Pinkston
Second by Councilmember Cramer

WHEREAS, the Swartz Creek City Council is required to approve a budget in accordance with the General Appropriations Act and Uniform Budgeting and Accounting Act; and

WHEREAS, a public hearing was posted and held in accordance with the city charter on May 22, 2017; and

WHEREAS, the Swartz Creek City Council finds the following Fund-based budget to be an accurate and desirable instrument to appropriate funds to serve the needs of the City of Swartz Creek.

THEREFORE BE IT RESOLVED, the Swartz Creek City Council hereby adopt the following 2017-2018 fiscal budget based upon the following tax mills:

General Operating Levy	4.8289
Public Safety SAD	4.9000
Street Levy	4.2200
Sanitation Levy	2.6270

101	General Fund	Estimated Beginning Fund Balance	\$ 1,674,173
	Estimated Revenues	Adopted	
	General Fund Estimated Operating Revenues	<u>2,437,039</u>	
		2,437,039	
	Appropriations	Adopted	
	General Government Activities 101-299	374,694	
	Public Safety Activities 301-399	1,242,987	
	Public Works Activities 400-799	590,885	
	Other Government Activities 800-999	<u>161,805</u>	
		2,370,371	
	Effect on General Fund's Fund Balance		66,668
	Estimated Ending Fund Balance June 30, 2018		\$ 1,740,841

202	Major Streets	Estimated Beginning Fund Balance	\$ 564,746
	Estimated Revenues	Adopted	
	Major Streets Fund Estimated Operating Revenues	410,200	
	Major Streets Fund Estimated Project Revenues	<u>0</u>	
		410,200	
	Appropriations	Adopted	
	General Government Activities 101-299	575	
	Public Safety Activities 301-399	0	
	Public Works Activities 400-799	659,951	
	Other Government Activities 800-999	<u>0</u>	
		660,526	
	Effect on Major Street's Fund Balance		(250,326)
	Estimated Ending Fund Balance June 30, 2018		\$ 314,421

203	Local Streets Fund	Estimated Beginning Fund Balance	\$(1,443,176)
	Estimated Revenues	Adopted	
	Local Streets Fund Estimated Operating Revenue	537,070	
	Local Streets Fund Estimated Project Revenue	0	

	<u>537,070</u>	
Appropriations	Adopted	
General Government Activities 101-299	575	
Public Safety Activities 301-399	0	
Public Works Activities 400-799	2,001,565	
Other Government Activities 800-999	<u>0</u>	
	2,002,140	
Effect on Local Streets Fund's Fund Balance		(1,465,070)
Estimated Ending Fund Balance June 30, 2018		\$(2,908,246)

204	Municipal Street Fund	Estimated Beginning Fund Balance	\$ 50,018
	Estimated Revenues	Adopted	
	Municipal Street Fund Estimated Revenue	<u>610,535</u>	
		610,535	
	Appropriations	Adopted	
	Other Government Activities 800-999	<u>560,517</u>	
		560,517	
	Effect on Municipal Street Fund's Fund Balance		50,018
	Estimated Ending Fund Balance June 30, 2018		\$ 100,037

226	Garbage Fund	Estimated Beginning Fund Balance	\$ 281,320
	Estimated Revenues	Adopted	
	Garbage Fund Estimated Operating Revenue	<u>374,771</u>	
		374,771	
	Appropriations	Adopted	
	General Government Activities 101-299	49,535	
	Public Works Activities 400-799	<u>344,035</u>	
		393,570	
	Effect on Garbage Fund's Fund Balance		(18,799)
	Estimated Ending Fund Balance June 30, 2018		\$ 262,521

248	DDA Fund	Estimated Beginning Fund Balance	\$ (4,560)
	Estimated Revenues	Adopted	

DDA Fund Estimated Operating Revenue	62,050
	<u>62,050</u>

Appropriations	Adopted
General Government Activities 101-299	3,670
Public Works Activities 400-799	118,900
Other Government Activities 800-999	0
	<u>122,570</u>

Effect on Local Streets Fund's Fund Balance (60,520)

Estimated Ending Fund Balance June 30, 2018	\$ (65,080)
--	--------------------

350	City Hall Debt Fund	Estimated Beginning Fund Balance	\$ 2,899
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Estimated Revenues	Adopted
City Hall Debt Fund Estimated Revenue	93,620
	<u>93,620</u>

Appropriations	Adopted
Other Government Activities 800-999	93,605
	<u>93,605</u>

Effect on City Hall Debt Fund's Fund Balance 15

Estimated Ending Fund Balance June 30, 2018	\$ 2,914
--	-----------------

401	Capital Projects Fund	Estimated Beginning Fund Balance	\$ -
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Estimated Revenues	Adopted
Capital Project Fund Estimated Operating Revenue	0
	<u>0</u>

Appropriations	Adopted
General Government Activities 101-299	0
Other Government Activities 800-999	0
	<u>0</u>

Effect on Capital Projects Fund's Fund Balance 0

Estimated Ending Fund Balance June 30, 2018	\$ -
--	-------------

402	Fire Equipment Fund	Estimated Beginning Fund Balance	\$ 80,239
------------	----------------------------	---	------------------

Estimated Revenues	Adopted
Fire Equipment Replacement Fund Est Operating Rev.	30,070

	<u>30,070</u>
Appropriations	Adopted
Public Safety Activities 301-399	<u>0</u>
	0

Effect on Fire Equip Replacement Fund's Fund Balance 30,070

Estimated Ending Fund Balance June 30, 2018 \$ 110,309

590 Water Fund Estimated Beginning Fund Balance \$ 5,753,588

Estimated Revenues	Adopted
Water Supply Fund Estimated Operating Revenue	<u>2,150,690</u>
	2,150,690

Appropriations	Adopted
General Government Activities 101-299	154,956
Public Safety Activities 301-399	0
Public Works Activities 400-799	2,442,263
Other Government Activities 800-999	<u>61,485</u>
	2,658,704

Effect on Water Supply Fund's Fund Balance (508,014)

Estimated Ending Fund Balance June 30, 2018 \$ 5,245,574

WATER FUND EXPENSES INCLUDE \$189,000 IN DEPRECIATION

591 Sewer Fund Estimated Beginning Fund Balance \$ 7,464,746

Estimated Revenues	Adopted
Sanitary Sewer Fund Estimated Operating Revenue	<u>1,291,120</u>
	1,291,120

Appropriations	Adopted
General Government Activities 101-299	137,088
Public Safety Activities 301-399	0
Public Works Activities 400-799	1,264,918
Other Government Activities 800-999	<u>10,000</u>
	1,412,006

Effect on Sanitary Sewer Fund's Fund Balance (120,886)

Estimated Ending Fund Balance June 30, 2018 \$ 7,343,860

SEWER FUND EXPENSES INCLUDE \$248,000 IN DEPRECIATION

661 Motor Pool Fund Estimated Beginning Fund Balance \$ 419,673

Estimated Revenues	Adopted
---------------------------	----------------

Motor Pool Fund Estimated Operating Revenue	160,270
	160,270
Appropriations	Adopted
General Government Activities 101-299	21,647
Public Safety Activities 301-399	0
Public Works Activities 400-799	178,335
	199,982

Effect on Motor Pool Fund's Fund Balance (39,712)

Estimated Ending Fund Balance June 30, 2018	\$ 379,961
--	-------------------

MOTOR POOL EXPENSES INCLUDE \$33,000 IN DEPRECIATION

865	Sidewalks Fund	Estimated Beginning Fund Balance	\$ 964
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Estimated Revenues	Adopted
Sidewalk Fund Estimated Operating Revenue	1,820
Total Side Walk Fund Estimated Revenue	1,820

Appropriations	Adopted
Public Works Activities 400-799	3,200
Other Government Activities 800-999	0
Total Side Walk Fund Appropriations	3,200

Effect on Side Walk Fund's Fund Balance (1,380)

Estimated Ending Fund Balance June 30, 2018	\$ (416)
--	-----------------

866	Weed Fund	Estimated Beginning Fund Balance	\$ 29,720
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Estimated Revenues	Adopted
Weed Fund Estimated Operating Revenue	7,800
Total Weed Fund Estimated Revenue	7,800

Appropriations	Adopted
Public Works Activities 400-799	1,840
Total Weed Fund Appropriations	1,840

Effect on Weed Fund Fund's Fund Balance 5,960

Estimated Ending Fund Balance June 30, 2018	\$ 35,680
--	------------------

Discussion Ensued.

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

NO: Motion Declared Carried.

Comcast Franchise Fees

Discussion

Adam Zettel, City Manager discussed the new agreement which is a 5% franchise fee to the city. In past agreement it was supposed to be 5% but due to an error on Comcast's part they have only been charging 4%. Comcast noticed this error when preparing the new contract. Comcast commented they would pay the 1% but they would then pass that onto the city residents.

Chris Strickmeyer, City Attorney spoke that this is a pass through fee and he did some research and unfortunately the fees if we choose to make Comcast pay the missing 1% will be passed onto the residents. The city could choose not to have a franchise fee.

Mr. Zettel commented the fees do help recover expenses due to right of way use. He commented going forward staff will verify that we are getting the 5%.

Tax Reverted Property List

Discussion

Adam Zettel, City Manager went over the properties available to the city and wanted to know if the council was interested in purchasing any of the four properties. Three of these properties are vacant lots. Council consensus is they would like more Mr. Zettel to investigate the Don Shenk property and feel it's worth the investment to try and rehab it then he can put a resolution together for all four properties.

MEETING OPENED TO THE PUBLIC:

Tommy Butler resident at 40 Somerset, commented on the police report section in The View is great. He also commented that he has seen more improvements in the city in the last couple of years since he's been in the city and Mr. Zettel is doing a great job.

REMARKS BY COUNCILMEMBERS:

Councilmember Porath commented that he is in favor of the radar signals and would like to move forward with purchase. He commented we need a solution for watering the city plants/flowers.

Councilmember Cramer is looking forward to the water tower work. He wanted to bring to attention of law enforcement a concern from a resident about the Worchester & Cappy corner and people running the stop there.

Councilmember Florence thought it was a great weekend @ Hometown Days.

Councilmember Gilbert agreed with councilmember Florence, it seemed to have a good turnout. He requested the portable speed sign be put in his front yard.

Mayor Pro Tem Pinkston commented neighborhood crime watch door hangers are going to be passed out to Winchester Woods and Winchester Village residents. The hangers are to be used to put in residents windows.

Mayor Krueger spoke of the carnival workers mentioning that they appreciated working in our community. He also mentioned that the radar signs do keep track of the times speeders come through.

ADJOURNMENT

Resolution No. 170612-07

(Carried)

Motion by Mayor Pro Tem Pinkston
Second by Councilmember Gilbert

I Move the Swartz Creek City Council adjourn the regular meeting at 8:27 p.m.

Unanimous Voice Vote.

David A. Krueger, Mayor

Connie Eskew, City Clerk



GENESEE COUNTY
OFFICE OF THE TREASURER
1101 Beach Street, Suite 144
Flint, Michigan 48502-1475
Telephone (810) 257-3054
Fax (810) 257-3885

Deborah L. Cherry

DATE: May 16, 2017
TO: Local Unit Clerks
FROM: Deborah L. Cherry, Treasurer
SUBJECT: Tax Reverted Property

MCL211.78m directs that all parcels foreclosed by a County Treasurer's Office (foreclosing governmental unit) are available to be purchased by the State of Michigan, City, Village, Township or County in which they are located. The acquisition must be made prior to the foreclosed parcels being taken to public auction. Sec 78m (1) is excerpted below:

Sec. 78m.

- (1) Not later than the first Tuesday in July, immediately succeeding the entry of judgment under section 78k vesting absolute title to tax delinquent property in the foreclosing governmental unit, this state is granted the right of first refusal to purchase property at the greater of the minimum bid or its fair market value by paying that amount to the foreclosing governmental unit if the foreclosing governmental unit is not this state. If this state elects not to purchase the property under its right of first refusal, a city, village, or township may purchase for a public purpose any property located within that city, village, or township set forth in the judgment and subject to sale under this section by **payment to the foreclosing governmental unit of the minimum bid**. If a city, village, or township does not purchase that property, the county in which that property is located may purchase that property under this section by payment to the foreclosing governmental unit of the minimum bid. If property is purchased by a city, village, township, or county under this subsection, the foreclosing governmental unit shall convey the property to the purchasing city, village, township, or county within 30 days. If property purchased by a city, village township or county under this subsection is subsequently sold for an amount in excess of the minimum bid and all costs incurred relating to demolition, renovation, improvements, or infrastructure development, the excess amount shall be returned to the delinquent tax property sales proceeds account for the year in which the property was purchased by the city, village, township, or county or, if this state is the foreclosing governmental unit within a county, to the land reutilization fund created under section 78n.

Please find attached a list of foreclosed properties in your governmental unit that are available for purchase for the minimum bid. Note that a few foreclosures might be reversed, as allowed by law.

If you are interested in acquiring any of the parcels in your unit, contact Carla Vandefifer and the agreement that must be signed will be forwarded.

The deadline to acquire property from the 2015 foreclosures is July 7, 2017.

If you have any questions, please feel free to call Carla at (810) 257-2243 or email at cvandefifer@co.genesee.mi.us.

cc: Unit Treasurer

Unit	Parcel #	Address		Minimum Bid
City of Swartz Creek	58-01-502-036	SECOND ST	SWARTZ CREEK	1441.78
City of Swartz Creek	58-02-503-004	5256 DON SHENK DR	SWARTZ CREEK	23388.45
City of Swartz Creek	58-30-651-110	3337 HERITAGE BLVD	SWARTZ CREEK	1204.58
City of Swartz Creek	58-30-651-111	3339 HERITAGE BLVD	SWARTZ CREEK	1204.58

5256 Don Shenk



Heritage



Second Street



CHARTER TOWNSHIP OF CLAYTON

2011 South Morrish Road • Swartz Creek, Michigan 48473
Ph. (810) 635-4433 • Fax (810) 635-4526 • claytontownship.org

Chris Gehringer - Supervisor
Dennis Milem - Clerk
Rick Caruso - Treasurer



Greg Childers - Trustee
Mike Crockett - Trustee
Tamara Kapraun - Trustee
Shelley Thompson - Trustee

June 7, 2017

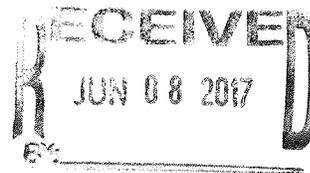
Adam Zettel:

Clayton Township would like to arrange a meeting with city representatives to discuss the reopening of the SCAFD Operating Agreement set to expire on November 1, 2019. Of particular interest to the Township are Article 16 and Article 17.

Thank You,

A handwritten signature in black ink, appearing to read "Chris Gehringer". The signature is fluid and cursive.

For the Clayton Charter Township Board
Chris Gehringer, Supervisor



CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
PARK AND RECREATION ADVISORY BOARD
MINUTES OF REGULAR MEETING
June 7, 2017

Meeting called to order at 6:02 p.m. by Rae Lynn Hicks at the Paul D. Bueche Municipal Building.

Members Present: James Barclay, Connie Eskew, Rick Henry, Rae Lynn Hicks, Joe Perreault, & Trudy Plumb.

Members Absent: Ryan Bueche

Staff Present: Adam Zettel

Others Present: Lania Roche, Bob Plumb, Greg Dawes, Curt Porath & Faye Porath

APPROVAL OF AGENDA: Motion by Henry, to approve agenda of June 6, 2017, supported by Plumb.
Motion carried.

APPROVAL OF MINUTES: Motion by Eskew, to approve minutes of May 3, 2017, supported by Perreault
Motion carried.

MEETING OPEN TO THE PUBLIC: Mr. Pinkston said he was present to make sure everyone stayed honest!

COMMUNICATIONS TO THE BOARD:

- A. May 3, 2017 Minutes
- B. Staff Letter
- C. Rowe PSC Park Plan Agenda
- D. Winshall Park South (Hoover Site) Maps

REPORTS:

- A. DPW REPORT: Concrete slab poured at Elms Park Lion water fountain. Changes will be made to the restroom cleaning at Elms Park.

OLD BUSINESS:

- A. Elms Park Updates: Plays cape at Elms is 50% complete. Grant funded construction to start late July. Tot lot has been purchased.
 - a. Mr. Perreault suggested spraying the plays cape fence.
 - b. Mr. Barclay suggested going forward, mapping out sections that need worked on in the plays cape so if not all sections get done in one year we can pick up the remainder next year. Mr. Barclay commented that the Methodist Church will offered to pay for woodchips.
- B. Projects:
 - a. Mr. Zettel is going to check with Mr. Reno on the pumpkin sale.

- b. Mr. Barclay has concerns with the construction parking at Winshall Park. He would like barriers put up to keep heavy construction equipment from damaging trees. He advocated moving the staging area to Elms and Pierson Roads. Greg Dawes, of Glaser Dawes, indicated that he could denote areas where vehicles and equipment could be present. A snow fence was not preferred. The goal is to prevent heavy equipment and materials from being routinely stored under the drip lines of trees.
- c. Mr. Perreault commented on the shortage of fields.
- d. Mrs. Hicks commented on the Slip & Slide fundraiser in August and Mr. Bueche was still going to organize it.

NEW BUSINESS:

- A. Park Plan Update: Doug Schultz, Rowe representative commented to be eligible for the DNR grant several phases are to be done. Goals & objectives and action plan set. Public input is needed, possibly two meetings one for input and second for public hearing. Looking at having an open house for public comment in August or September. Plan needs completed with draft to issue in October, then adoption in November and final resolution by council in January. The plan should contain lists of costs for maintenance, schedule/action plan on maintenance year by year. Also accomplishments over the last five years should be included. A coffee hour was suggested as an option for the public input. Meeting July 12th need to go through and revise goals and objectives.
- B. Winshall Park South (Hoover Site):
 - a. Mr. Zettel commented that the school was looking at purchasing property with possibility of using some of it for fields. He commented the city should consider in the five year plan possibly purchasing this property along with the school if it's available.

MEETING OPEN TO THE PUBLIC: Mr. Porath commented to look through past minutes for the past accomplishments.

BOARD MEMBER COMMENTS: A dunk tank maybe a good fundraiser. The dog park has a go fund me account. Park board members have to be city residents. Possibly prisoners could do work at parks. This Friday work is being continued on the play scape at Elms.

ADJOURNMENT: Meeting adjourned at 7:15 p.m.

NEXT MEETING: July 12, 2017, 6:00 p.m. at the Paul D. Bueche Municipal Building.

Connie Eskew, Secretary

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE ZONING BOARD OF APPEALS
JUNE 14, 2017**

The Regular Meeting was called to order at 6:02 pm by Chairman Packer in the Swartz Creek City Council Chambers, 8083 Civic Drive.

Board members Present: Packer, Plumb, Porath, Smith, & Stephens.

Alternates Present: Alternates Barclay & Fountain

Board members Absent None

Staff Present: Adam Zettel.

Others Present: Bud Grimes, Dennis Pinkston

APPROVAL OF AGENDA

Resolution No. 170614-01

(Carried)

Motion by Board Member Plumb
Second by Board Member Barclay

The Swartz Creek City Zoning Board of Appeals hereby approves the Agenda of the Regular Board Meeting of June 14, 2017 as printed.

Unanimous Voice Vote
Motion declared carried

APPROVAL OF MINUTES:

Resolution No. 171614-02

(Carried)

Motion by Board Member Porath
Second by Board Member Plumb

The Swartz Creek City Zoning Board of Appeals hereby approves the Minutes of the Regular Board Meeting March 15, 2017, to be approved.

Unanimous Voice Vote
Motion declared carried

Meeting Open To The Public: No comments.

VARIANCE APPLICATION: None.

INTERPRETATION: None.

APPEALS: None.

OTHER BUSINESS:

Training: Mr. Zettel conducted a power point presentation with handouts. The presentation covered the Zoning Enabling Act, city general powers, ethics, Roberts Rules of Order, the Freedom of Information Act, the Open Meetings Act, the city's ordinances, variances, interpretations, appeals, and the ZBA process of fact finding/resolution crafting. Examples were given and discussion ensued.

Meeting Open To The Public: No comments.

Adjourn

Resolution No. 170614-03

(Carried)

Motion by Zoning Board of Appeals Board Member Porath
Second by Board Member Plumb

I Move the Swartz Creek Zoning Board of Appeals adjourns the June 14, 2017 ZBA meeting.

Unanimous Voice Vote
Motion declared carried

The board unanimously declared the meeting adjourned at approximately 7:15 p.m.

Ronald Smith
Secretary

Responses to Land Owner Forum

JUNE 2017



Project Tim

This proposed development is being planned by a small group of globally leading companies and experts.

While we understand and deeply respect the community's concern about the nature of the proposed project, we are currently in a very critical phase of business development and subject to certain nondisclosure requirements. As of this time we cannot share details on the precise nature of Project Tim.

We would strongly reiterate that the proposed project will set new standards for environmental performance worldwide making it the greenest facility of its kind anywhere in the world. It will be a high-tech industrial development unlike anything that you have probably ever seen before.

Once we have cleared the necessary hurdles for due diligence, we will be excited to host community sessions with visual renderings and full site details. This project will require a great deal of local state and federal government approvals, as such we are planning for a highly transparent process that features plenty of public input.

Proposed Project Information

Project scope and size:

- A) Approximately \$4 ½ - \$5 billion dollars for Phase 1.
- B) Approximately 800 contiguous acres needed.
- C) Approximate plant size is 6,200 Ft long & 3,900 Ft wide.
- D) Approximately 10 ½ million construction workhours.
- E) Approximately 800 fulltime on site employees at completion of Phase 1.
- F) This does not include all the related jobs for area businesses that will be created.

Why Durand/Vernon Township:

- A) Centered between Flint and Lansing.
- B) Large available contiguous tracks of land available.
- C) Great highway access.
- D) Great railroad access.
- E) Close proximity to high voltage power lines.
- F) Good access to a highly skilled workforce.
- G) Visionary Community Leadership.

Additional comments:

- A) Desire to be a great community partner.
- B) Positive economic impact for the Durand area, Region and State.
- C) Continuing the effort of securing land options with many being secured since the landowner meeting.

Economic Impacts

The proposed project offers an opportunity for the local community to add a significant number of new jobs and increase tax revenue for the community. The project is also focused on having a positive impact on the environment as this is one of our key value propositions.

Sample Economic Impact Highlights

- 800 fulltime on-site employees.
- 10.5 million man hours in construction.
- Tremendous increase with indirect jobs for the Durand community and the neighboring region.
- Increased tax revenues from new jobs, taxes levied on the new business, and increased spending in the region (total tax foundation increase conservatively \$19.2M annually).
- Increased foot traffic in current small businesses (estimated to support 240 current and new small businesses with annual sales of \$175,000).
- Create demand for more professional occupations (such as dentists, doctors, lawyers, ministers, teachers, etc.).

Source: American Planning Association

Environmental Requirements

- In order for the proposed project in Durand, MI to proceed, the Company will be required to complete a thorough Environmental Assessment (EA) administered by the U.S. Federal Government to ensure compliance with the National Environmental Policy Act (NEPA).
- The EA examines the potential environmental impact associated with the proposed project and considers the full impact on the human environment.
- The EA will also include recommended actions to be taken prior to construction and operation of the facility to ensure the impact to the local community will be mitigated.

Note: A major component of this project is clean energy and the community can be assured that the company is not only willing to make sure it has a positive environmental impact but due to the nature of our funding source, this will be a key requirement. Thus, any project that has an adverse impact on the community will not go forward until those issues are addressed.

Components of the Environmental Assessment

- Areas that are assessed and the Company must comply with maintaining or improving for the local environment include but are not limited to the following:
 - **Water resources** – No impact to wetlands or floodplains on the site, no effects on groundwater and discharges will not adversely impact local water supply.
 - **Socioeconomic and environmental justice** – Achieve long-term beneficial impact on employment and local employment.
 - **Transportation** – Negligible impact associated with construction and operational traffic.
 - **Utilities** – Not have adverse impact on utilities such as electricity or water. If such impacts do exist, the Company will be required to improve current infrastructure prior to proceeding with project.
 - **Noise** – Noise levels shall not disrupt neighboring community.

The project will have to complete a thorough EA assessment before proceeding to ensure adverse impacts to the local community are mitigated.

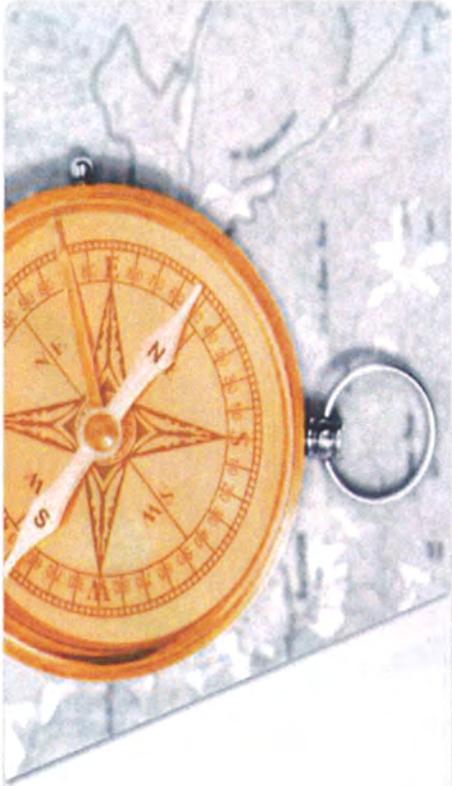
Case Study: Perryville, MO

Welcoming Manufacturing into a Small Town

- Perryville, MO opened its town to manufacturer such as Toyoda Gosei (automotive supplier), Sabreliner (provides maintenance and overhauling for both military and business jet aircraft engines) and other manufacturers that became attracted to the town after seeing that the population was willing to train and welcome these jobs into their community.
- Typically, smaller towns struggle financially compared to metropolitan areas struggling with unemployment and resource constraints. However, the charts below show that Perryville, MO is an exception to that trend due to its manufacturing base

Economic Indicator	United States	Perryville, MO	Durand, MI
Unemployment Rate	4.3%	3.9%	4.7%
Income per Capita	\$28,555	\$20,186	\$19,917
Household Income	\$53,482	\$41,433	\$40,505
Median Family Income	\$65,443	\$52,105	\$49,741
Median Home Value	\$185,800	\$101,400	\$76,300
Home Appreciation (last 10 years)	-0.68%	8.50%	-23.41%

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City of Swartz Creek, MI
February, 2017

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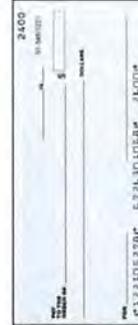
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Amount *			

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First Name * Last Name * Add Item

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Contact: 1234567890

Comments:

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Date: 10/05/11 11:06 PM
Subtotal: \$150.00
Fee: \$2.50
Total: \$152.50
Method: Credit or Debit Card(*****1111)

Item Purchased	Transaction Description	Account	Amount
		9999999999999	\$150.00

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City of Trenton
2800 Third Street, Trenton, MI 48183

Step 4 : Agree

CONVENIENCE FEE-Your agency has partnered with Point & Pay LLC a third party service provider (PSP) to provide you with convenient online payment options. This service is provided to you as a convenience and is not intended to replace your agency's existing payment processing services. A convenience fee will be assessed on all payments processed through this service. This fee is in addition to the amount(s) owed to your payee. Please note that Point & Pay (not your payee) will appear as the merchant of record next to your payment on your bank or credit card statement. ACCESSIBILITY-This service is accessible through the Internet. In order to use this service you will need a personal computer, access to the Internet with an Internet service provider and a web browser which supports this service. ACCURACY OF YOUR INFORMATION AND BILLING-Completion of payment through this service is dependent on the accuracy of the information you provide. Completion of your payment through this service is provided as a convenience and you will be responsible for any errors or omissions. Consideration of your online payment is subject to the authorization of payment by your credit card company (or financial institution) with respect to debit cards and electronic check payments) and (2) acceptance of your payment (and if applicable your tax return) filing by your payee. If PMP is unable to process your payment PMP will attempt to notify you at least once using the contact information you have provided. If your payment is not processed or authorized by your credit card company or financial institution, (ie applicable) or your payment is not accepted by your payee your payment liability will remain with you. This service is provided as a convenience and you will be responsible for any errors or omissions. Consideration of your online payment is subject to the authorization of payment by your credit card company (or financial institution) with respect to debit cards and electronic check payments) and (2) acceptance of your payment (and if applicable your tax return) filing by your payee. If PMP is unable to process your payment PMP will attempt to notify you at least once using the contact information you have provided. If your payment is not processed or authorized by your credit card company or financial institution, (ie applicable) or your payment is not accepted by your payee your payment liability will remain with you. THIS SERVICE IS PROVIDED AS-IS AND AS AVAILABLE WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES. PMP shall not be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from your use of or inability to use this service or that result from mistakes, omissions, interruptions, deletions, file errors, defects, delays in operation or transmission or any failure of performance. ACCEPTANCE - By clicking the ACCEPT TERMS button you agree to these terms and to pay the non-refundable convenience fee charged by PMP for this service.

Subtotal : \$4,583.49
Convenience Fee : \$137.50
Total : \$4,720.99

I would like to go back and review my information again. Please take me back to the previous tab. [Back To Review](#)

I do not agree to this fee. I will exit this payment process now. I understand that my payment has not yet been made. [Leave Now](#)

I have read and accept these terms. Process my Payment. [ACCEPT TERMS >>>](#)

City of Trenton
2800 Third Street, Trenton, MI 48183

Step 5 : Process

PROCESSING YOUR PAYMENT

Thank you for your payment!

This service has been provided by City of Dearborn, MI and Point & Pay. We value your business. Please keep this receipt for future reference.

You have made a payment to City of Dearborn, MI. Your payment was processed at Treasury Office - The City of Dearborn Thanks You for your payment.

Name: ERIN SMITH
Address: 4227 SCHAEFER, DEARBORN MI, US, 48126
Contract: 2036194918
Comments:

Payment ID: 34692
Date: 09/15/10 10:33 PM
Subtotal: \$1451.87
Fee: \$43.56
Total: \$1495.43
Method: Charge(*****1111)

Item Purchased	Transaction Description	Amount
Property Tax - Summer	CSDearbornPropTaxPmt	82101814027 - \$1,451.87

Signature: _____ Date: _____

By signing this receipt you agree to the terms and conditions of this service. You will see two line items on your credit or debit card statement. One line will indicate the amount you paid to the City of Dearborn and will read CSDearbornPropTaxPmt. If you have any questions about either of these charges please call 1-888-891-6064.

[Print Receipt](#) [Close Window](#)

- The information from BS&A is transferred over into our payment screens, once the customer enters in their credit card information they need to accept the convenience fee applied.
- A window opens to avoid multiple transactions.
- Customized receipt issued for them to print or received via email if an email address was provided.



Credit Card Payments in BS&A Cash Receipting




If your municipality accepts payments in BS&A Cash Receipting, you have the option to accept credit card payments in Cash Receipting with out having to log into Point & Pay.

Input Credit Card Information

Swipe or Enter Card: Amount: \$412.07
 41111111111111111111 Fee: \$12.16
 Exp. Date (MMYY): 0313 Total: \$424.23
 Card Type: Visa

AVS and CVV Info:
 Street Address: Zip Code: CVV Code:

Card Signer Information:
 First Name: JEFF
 Last Name: BACKUS
 Street Address: 77 Marsh Rd
 City: Haslett
 State: MI Zip Code: 48840

OK Cancel



In-Person through Point & Pay



solutions

Staff views this screen to begin an over-the-counter transaction

Payment Entry Form

Item* Select Select Birth and Death Certificates Business Licenses Delinquent Personal Property Taxes Dog Licenses Election Supply Maps and Ordinances Miscellaneous Receivables Other Revenue Property Tax - Summer Property Tax - Winter Registrations and Exams Special Assessments Trade Licenses Water Bills	Account [Select] [Select] [Select] [Select]	Amount [Select] [Select] [Select] [Select]	Validate Form
---	---	--	---------------

Partner City of Dearborn(Dtl) Office Treasury User Frank Pollock Your Messages No recent messages	First Name* [BRIN]	Last Name* [SMITH]	Phone Number* [Select]
Street Address* [4227 SCHAEFER]	City* [DEARBORN]	State [Michigan]	Zip* [48126]

Item* Property Tax - Summer Select Select Select	Account [82101814027]	Amount* [1451.87]	Validate Form
--	--------------------------	----------------------	---------------

Credit <input checked="" type="checkbox"/> Check here if this is a swipe transaction Card Number* [10] 2010 CVV*	Expiration [10] 2010 CVV*	Enter new payment information Pay Method Credit <input type="checkbox"/> Check here if this is a swipe transaction Card Number* [10] 2010 CVV*	Comments []
---	---------------------------------	---	-----------------

* Required Field



In-Person through Point & Pay



Thank you for your payment!

This service has been provided by City of Dearborn, MI and Point & Pay. We value your business. Please keep this receipt for future reference.

You have made a payment to City of Dearborn, MI, your payment was processed at Treasury office. The City of Dearborn Thanks You for your payment.

Name: ERIN SMITH
Address: 4227 SCHAEFER, DEARBORN MI, US. 48126
Contact: 2036194918
Comments:

Payment ID: 34692
Date: 09/15/10 10:33 PM
Subtotal: \$1451.87
Fee: \$43.56
Total: \$1495.43
Method: Charge(*****1111)

Clerk can print a receipt for payer's signature, however Point & Pay does not require a signature.

Item Purchased	Transaction Description	Account	Amount
Property Tax - Summer	CtyDearbornPropTxPmt	821018414027	\$1,451.87

Signature: _____ **Date:** ____/____/____
 By signing this receipt you agree to the terms and conditions of this service.

You will see two line items on your credit or debit card statement. One line will indicate the amount you paid to the City of Dearborn and will read *CtyDearbornPropTxPmt*. If you have any questions about either of these charges please call 1-888-891-6064.

[Print Receipt](#) [Close Window](#)



Real-Time Reporting



- Access to web-based real-time reports 24/7
- View data onscreen or export to excel
- Customizable by:
 - Date Range
 - Payment type
 - Channel
 - Office
 - Clerk
- Work-log reports track clerk usage

Home Reports Orders Editors Admin Logout

Payment Report

Start Date: Mar 7 2012 12:00 AM

Office: No Filter

End Date: Mar 7 2012 11:59 PM

Product: No Filter

Partner: ACC Boat Chs, Inc (TX)

Group By: Channel

Update Report

Download to Excel

Print Report

Text Size

Channel Summary				Processor Settlement				MIP Settlement				Total				
Pay ID	Method	Type	Status	Date	Account	Product	Name	Fee	Prnt Amt	Receipt Payment	Partner Paid Fee	Customer Paid Fee	Receipt Payment	Receipt Payment	Customer Paid Fee	Partner Paid Fee
6010398	Credit or Debit Card - Visa	Purchase	Approved - Comp	03/07/2012 12:32 AM	1234567890	Property Taxes	Prnter Kulis	\$25.30	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6010390	Credit or Debit Card - Visa	Purchase	Approved - Comp	03/07/2012 12:33 AM	1234567890	Property Taxes	Prnter Kulis	\$25.30	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6010392	Credit or Debit Card - Visa	Purchase	Approved - PCB	03/07/2012 08:43 AM	650047	ERP	tim feyler	\$72.30	\$2,912.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6010393	Credit or Debit Card - Visa	Purchase	Approved - PCB	03/07/2012 09:05 AM	649910	ERP	tim developer	\$72.30	\$2,912.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total																
Credit Card Payments																
eCheck Payments																
Refunds																
Total																

Report Totals

Summary	Count	Receipt	Payment	Customer Paid Fee
Credit Card Payments	19	\$183.23	\$743.48	\$29.79
eCheck Payments	1	\$3.00	\$1.00	\$2.00
Refunds	0	\$0.00	\$0.00	\$0.00
Total	20	\$186.23	\$744.48	\$41.79

Deposit Summary

Expected Deposit on 02/09/2012

Agency Account #	Checklist	Payment Method	Deposit Amount
1234567890	MP	AT	\$186.23
Total			\$186.23

City Council Packet

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June 26, 2017

Over the Phone: IVR Payments

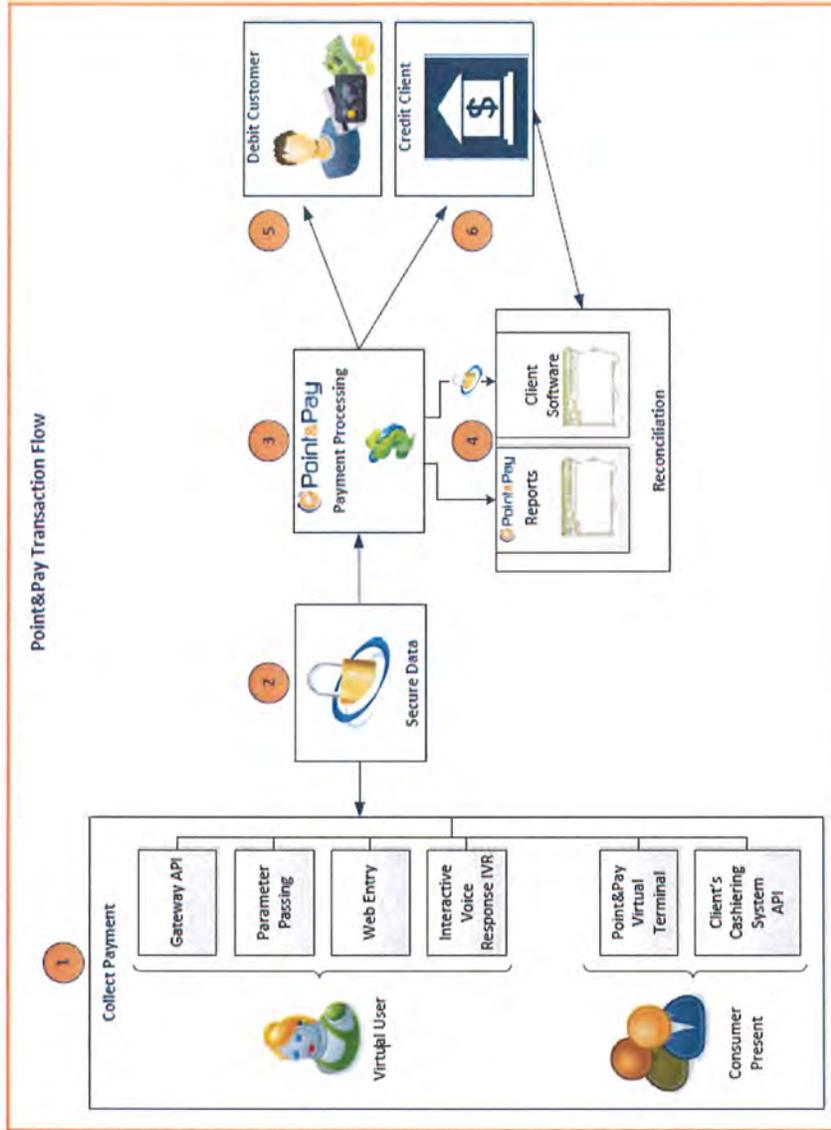


- Unique 800 telephone number for constituents to make payments
- Fully-featured IVR system accepting all credit and debit cards
- Option to connect to hosted data
- Presentation of convenience fee prior to payment
- Unique confirmation number generated for all payments
- Option to speak to live operator



Transaction Flow

- Money Deposits 48 hours from end of day.
example: Monday ends at midnight, 48 hours takes place, when you check your bank account on Thursday deposit has been made.
- Money can be deposited as one lump sum, or multiple deposits to same or different bank accounts, based on product type.
- Access to deposit in route information is available 24/7.



Implementation



- Week 1: Complete Product Worksheets and Client Application to set up each payment type; order Merchant IDs
- Week 2: Receive welcome kit
- Week 2-4: Receive card readers
- Week 3-4: Receive test links and test credit cards
- Week 3-5: Schedule and complete online training
- Week 5-7: Go live
- Timeline may vary by system customization



Personalized Support



- Dedicated Account Manager and Project Manager
- Individual training for agency personnel
- Direct support for customers 24 hours a day, 7 days a week
- Personal assistance to resolve customer charge-backs



You have unique needs... Point & Pay has intuitive payment solutions.



Convenience Fee Pricing

- No set up fees
 - No Maintenance fees
 - No Support Fees
 - Online Training included
- 



- Card Readers
 - 2 card readers for free per department.
 - Each additional card reader is \$50.00 each.



Property Tax Convenience fee
Credit/Debit 3% with a \$2.00 minimum

Non Tax flat convenience fee
*-options of \$3.00 per \$100 or \$1.50 per \$50.00
-no cap on the amount paid*

\$1-\$50	\$1.50
\$51-\$100	\$3.00
\$101-\$200	\$6.00
\$201-\$300	\$9.00
\$301-\$400	\$12.00
\$401-\$500	\$15.00

or
3% with a \$2.00 minimum

E-Checks
\$3.00 up to \$10,000
\$10.00 over \$10,000



Absorbed Pricing Available

Contact Information



Richard Malone

Sales Executive

248-396-6541 Cell

248-622-4204 Direct Line

rmalone@pointandpay.com Email



POINT & PAY, LLC
E-PAYMENT SERVICES AGREEMENT

Parties:

Point & Pay, LLC ("PNP")
A subsidiary of NAB, doing business in Delaware

[Swartz Creek City, MI]("Client")

Terms

SECTION 1 E-PAYMENT SERVICES

1.1 Access to Payment Modules

1.1.1 Pursuant to this E-Payment Services Agreement (this "Agreement"), PNP grants Client a limited, non-exclusive, non-transferable and terminable license for the duration of the Term to use the electronic payment services (the "Services") and payment modules (each, a "Module") chosen in the attached product application ("Product Application") to enable Client's customers ("Customers") to make payments to Client using a Payment Device. "Payment Device" means the payment type(s) chosen by Client on the Product Application. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A (the "Services Description").

1.1.2 At the time of Client's execution of this Agreement, Client shall also return the completed Client Application to PNP. Subject to the terms and conditions of this Agreement, the Services may be also be used by the affiliated offices, bureaus, agencies or departments of Client ("Affiliates"). Each Affiliate shall complete a Client Application prior to commencement of the Services.

1.2 Client Representatives

PNP will provide Client's authorized representatives with a logon and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or logon information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client's passwords, logon information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client's computer equipment, system, browser or Internet connectivity.

1.3 Payment Device Transactions

All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder, the Client and PNP.

1.4 Service Promotion

Client will use reasonable efforts to promote the Services and build awareness of the Services with its customers through various media including, but not limited to:

- Print: Bill inserts, counter displays, and announcements in Client's newsletter
- Online: Home page announcements with an easily accessible, one-click link to payments page.
- Phone/IVR: Pre-recorded message with the ability to transfer to payments IVR (e.g., "Press 2 to make a payment") or provide the IVR phone number to call.
- Joint Press Releases: The parties shall mutually agree upon press releases announcing the availability of electronic payment services and the partnering of Client and PNP.

1.5 Trademark License

PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the "Trademarks") solely in connection with Client's promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way which is disparaging, dilutive or otherwise adversely affects the reputation of PNP.

1.6 Client Logo License

Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks ("Client Marks") solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client's and PNP's use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.

SECTION 2 COMPENSATION

2.1 Services Transaction Fee

PNP will charge the transaction fee to use the Services set forth on the Product Application. If Services fees are charged directly to Customers by PNP, Customers will receive a notice each time they use the Services stating that the Services are provided by PNP and that a convenience fee is charged for use of the Services. PNP may change the amount of such fee by notifying Client of such new amount at least thirty (30) days prior to such change.

2.2 Activation Fee

If applicable, Client shall pay the one-time Activation Fee set forth on the Product Application. If the Activation Fee or any portion of the Activation Fee is waived by PNP and the Client does not implement the Service under this Agreement within six months after the Effective Date, other than due to a material breach by PNP, the waived portion of the Activation Fee shall become immediately due and payable.

2.3 Charge-backs and Returns

Unless otherwise specified in the Product Application, PNP will set off (a) the amount of any charge-backs, refusals to pay and returns from any amounts otherwise owing by PNP to Client and (b) a transaction handling fee for charge-backs and non-sufficient funds (NSF) as specified in the Product Application.

2.4 ACH Debit of Fees

Client hereby authorizes PNP, and any subsidiary or successor thereof, solely with respect to amounts due pursuant to this Agreement and any subsequent agreements between Client and PNP, including but not limited to service fees, transaction fees, charge-backs and returns as set forth in Sections 2.1 and 2.3 of this Agreement, to initiate Automated Clearing House ("ACH") Authorizations to credit and debit Client's bank account as set forth on the Banking Authorization Form attached hereto as Exhibit B or otherwise provided by Client. Client acknowledges that it will be subject to a \$25 reject fee if items are returned for insufficient funds.

SECTION 3 INTELLECTUAL PROPERTY; CONFIDENTIALITY

3.1 No Transfer or License

Except for the rights expressly granted to Client in this Agreement, no PNP Intellectual Property Right is transferred or licensed to Client pursuant to this Agreement, by implication or otherwise. PNP reserves and retains all rights, title and interests in and to the PNP Intellectual Property Rights, and all copies, revisions, modifications, updates, and upgrades thereof. Client agrees not to remove, alter or destroy any copyright, patent notice, trademark or other proprietary markings or confidential legends placed on or within any portion of the PNP Intellectual Property Rights. For purposes of this Agreement, "**Intellectual Property Rights**" means all the intellectual property, industrial

PNP E-Payment Services Agreement v2.0 rev 071008

and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country, or any political subdivision thereof, including (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers, (b) copyrights, moral rights (including rights of attribution and rights of integrity), (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice, (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof, and (e) all goodwill associated with any of the foregoing and (f) all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

3.2 Ownership and Use of PNP Materials

Any software developed by or on behalf of PNP for use in connection with the Services remains the exclusive property of PNP. Client will not sell, transfer, barter, trade, license, modify or copy any such software. Web pages accessible through use of the Services are the copyrighted intellectual property of PNP and may not be copied in whole or part by anyone. Any training materials (including, but not limited to, webinars and manuals) provided to Client by PNP shall remain the exclusive property of PNP. PNP grants Client and Client's personnel a limited, non-exclusive, non-transferrable license to use and to make copies of the training materials with its personnel solely in connection with the Services. Training materials may not be modified by Client or its personnel or disclosed to any third party, including Client's end-user customers. Client shall ensure all personnel shall complete and review all training materials prior to using the Services.

3.3 Reverse Engineering

Client will not reverse engineer, reverse assemble, decompile or disassemble any of PNP's intellectual property, nor will Client attempt to do so or enable any third party to do so or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Client is expressly prohibited from sublicensing use of the Service to any third parties. If Client becomes aware that any person has engaged or is likely to have engaged in any of the activities described in this Section 3.3, Client will promptly notify PNP.

3.4 Confidential Information

3.4.1 Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

3.4.2 For purposes of this Agreement, "Confidential Information" means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multi-level access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement.

3.5 Exclusions

The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client in breach of this Agreement; (b) was within Client's possession prior to its disclosure by or on behalf of PNP, provided that the discloser of such information was not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; (c) becomes available to Client on a non-confidential basis from a source other than PNP, provided that such source is not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; or (d) is developed independently by Client, as demonstrated by the written records of Client, without use of such information. The confidentiality obligations of Client pursuant to this Agreement will not apply to any Confidential Information of PNP that Client is legally compelled to disclose. In the event Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement, Client will provide PNP with prompt written notice so that PNP may seek a protective order or other

appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

3.6 Failure to Comply

If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

3.7 Survival

The rights and obligations of the parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

SECTION 4 WARRANTIES; DISCLAIMER

4.1 Warranties

4.1.1 Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

4.1.2 PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

4.2 Disclaimers

4.2.1 PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

4.2.2 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY.

SECTION 5 LIMITATIONS OF LIABILITY AND OBLIGATION

5.1 Damages and Liability Limit

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. IN NO EVENT WILL PNP HAVE OR INCUR ANY LIABILITY TO CLIENT OR ANY THIRD PARTY IN EXCESS OF THE AGGREGATE COMPENSATION RECEIVED BY PNP FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM FOR SUCH LIABILITY. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

5.2 Refusals of Payment

PNP will not be liable for charge-backs or other refusals of payment initiated by any Customer. All such charge-backs and other refusals of payment will be refunded by PNP to the Customer and Client will mark and otherwise treat the related Customer account as "unpaid."

5.3 Errors and Omissions

PNP will not be liable for any errors or omissions in data provided by Client or Customers. Client will be responsible for the accuracy of data provided to PNP for use in providing the Services.

5.4 Bank Actions

PNP will not be liable for any errors, omissions or delays attributable to the acts or omissions of any bank or other third party involved in the processing of any Payment Device payment.

SECTION 6 CARDHOLDER DATA SECURITY

To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS") in effect and as may be amended from time to time during the term of the Agreement. The current PCI-DSS specifications are available on the PCI Security Standards Council website at <https://www.pcisecuritystandards.org>.

SECTION 7 EXCLUSIVITY

Client agrees that PNP will be the exclusive provider of fee-based electronic payment services and that Client will not procure similar such services from any other party.

SECTION 8 TERM AND TERMINATION

8.1 Term

The initial term of this Agreement will commence on the Effective Date and will end on the third (3rd) anniversary of the Effective Date (the "Initial Term"). This Agreement will automatically renew for successive one (1)-year terms (each, a "Renewal Term," and the Initial Term and any Renewal Term may be referred to as a "Term"). The term of this Agreement will terminate at the end of the Initial Term or any subsequent Renewal Term if either party provides written notice of such termination to the other party at least sixty (60) days prior to the expiration of the applicable Term.

8.2 In the Event of Breach; Effect on Affiliates

8.2.1 Subject to the opportunity to cure set forth below, either party may terminate this Agreement upon sixty (60) days written notice to the other party in the event of a material, uncured breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("Notice").

8.2.2 Following receipt of Notice, the alleged breaching party shall have sixty (60) days to cure such alleged breach. Upon termination or expiration of this Agreement, Client shall have no rights to continue use of the Service or the Modules. Expiration or termination of the Agreement by Client or PNP shall also terminate the Affiliates' rights under the Agreement unless otherwise agreed by the parties in writing. PNP may terminate the Agreement solely with respect to an individual Affiliate without affecting the rights and obligations of Client and other Affiliates under the Agreement.

8.3 Modification to or Discontinuation of the Service

PNP reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In addition, PNP will have the right to discontinue accepting any Payment Device by providing not less than ten (10) days' written notice to Client. In the event that PNP modifies the Service in a manner which removes or disables a feature or functionality on which Client materially relies, PNP, at Client's request, shall use commercially reasonable efforts to substantially restore such functionality to Client. In the event that PNP is unable to substantially restore such functionality within sixty (60) days, Client shall have the right to terminate the Agreement. Client acknowledges that PNP reserves the right to discontinue offering the Service and any support at the conclusion of Client's then-current Term. Client agrees that PNP shall not be liable to Client nor to any third party for any modification of the Service as described in this Section.

SECTION 9 PAYMENT DEVICE TRANSACTION DEPOSITS

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Application. PNP shall initiate such deposits as specified on the attached Client Application. PNP will provide Client’s authorized employees with access to PNP’s online transaction reports for reconciliation purposes.

SECTION 10 FORCE MAJEURE

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition, PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

SECTION 11 GOVERNING LAW

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of (Michigan) without reference to its conflicts of law principles.

SECTION 12 NOTICES

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or at the expiration of the third day after the date of deposit if deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

If to Client: See Merchant Application
If to PNP: Point & Pay, LLC
110 State St. E, Suite D
Oldsmar, FL 34677

MISCELLANEOUS

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have, or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party. Each of the parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of PNP. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Client shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that it the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s) and the Client Application set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

The parties have duly executed this Agreement as of the date of the last signature below (the “Effective Date”).

Point & Pay, LLC

[Swartz Creek City, MI]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A Services Description

The following is a description of all Services and Modules offered by PNP. PNP shall provide the Services to Client and its end-user customers via the specific Modules and Payment Devices chosen by Client in the Client Application. Applicable fees, if any, for Client's elections are set forth on the Client Application. The Services include support and training outlined below at no additional charge to Client.

Service Modules

- **Counter Module.** The Counter Module allows customers to make payments to Client in a face-to-face environment or over the phone using a Payment Device. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Counter Module. The Counter Module also enables Client's staff to access reports via the web. The Counter Module is required to access the PNP Services. The Counter Module may be used in conjunction with or independently of point-of-sale (POS) terminals.
- **Web Module.** The Web Module allows customers to make payments to Clients online using a Payment Device via a secure website hosted by PNP. Customers who elect to make payments via the Internet can follow a link from the Client website to the Client-branded, PNP-hosted web pages to submit a payment. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Web Module. Client may elect bill presentment and account validation functionality for the one-time set-up fee set forth on the Client Application under "Data File Integration."
- **Interactive Voice Response (IVR) Module.** The IVR Module allows Customers to make payments to Clients over the phone using a Payment Device. The Customer calls a toll-free phone number provided and managed by PNP to access the Client branded IVR. The IVR system recognizes Customer instructions through making a payment; the phone keypad is used to enter Payment Device numbers. The IVR system is configured and tested by PNP. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the IVR Module. Election of the IVR Module includes a Client-branded IVR environment and, if applicable, Client shall pay the one-time IVR set-up fee for the IVR Module set forth on the Client Application. In addition, Client may elect to have bill presentment and account validation functionality enabled through the IVR for the one-time set-up fee on the Client Application under "Data File Integration."

Customer Payment Devices

Each of the Modules can provide the Customer with the ability to pay by Credit Card, Debit Card and/or Electronic Check.

Training

PNP shall provide instruction manuals and up to four (4) hours of webinar training to Client and Client personnel in connection with the Modules chosen by Client.

Support

The following support shall be provided to Client and Client's customers at no additional charge during the term of the Services:

- First Level Support. PNP shall provide first-level support to Customers via PNP's call center. Customer service representatives shall be available 8 a.m. EST to 10 p.m. EST M-F, to handle customer inquiries.
- Second Level Support. PNP shall provide first-level support to Client via telephone. Second level support shall be available Monday through Friday during normal business hours.

Support availability shall be exclusive of downtime due to scheduled maintenance or events out of PNP's control. Support for the Products may be modified, suspended or terminated in PNP's sole discretion upon prior written notice.

Exhibit B

Client Application

Client Bank Banking Application

Product Application

(Shaded areas are for internal use only)
Partner Code:

Account Representative: **Richard Malone**

Submission Date:

Card Readers Quantity: **1** Price: \$ **0**

Target Live Date:

Client Profile

Client Legal Name as filed with the IRS:

Federal Tax ID:

DBA:

Address:

City: _____ **State:** _____ **Zip:** _____

Website Address:

Phone # to display on customer receipts:

Contacts

Primary Contact Name:

Primary Phone #:

Primary Email:

Accounting Contact:

Accounting Phone #:

Accounting Email:

Fee Summary

Fees Absorbed by Partner Fees Paid by Customer

3% with a \$2.00 minimum

Payment Types:

- Visa, MasterCard Discover
 AMEX
 Electronic Check
 Debit Tax Program

Product Summary

Software Partner: BS&A

Product Name	Total Annual Collections for Payment Type	Average Payment Amount	Highest Payment Amount
1 Summer Tax	\$	\$	\$
2 Winter Tax	\$	\$	\$
3 Utility Billing	\$	\$	\$
4 Permits	\$	\$	\$
5 BS&A Cash Receipting Codes	\$	\$	\$

Banking Summary

Deposit Structure: Net Settlement Debit

Product Name (or # from above)	Bank Name	Routing #	Account #	Acct Type
Summer Tax				<input type="checkbox"/> Check. <input type="checkbox"/> Savings
Winter Tax				<input type="checkbox"/> Check. <input type="checkbox"/> Savings
Utility Billing				<input type="checkbox"/> Check. <input type="checkbox"/> Savings
Permits				<input type="checkbox"/> Check. <input type="checkbox"/> Savings
BS&A Cash Receipting Codes				<input type="checkbox"/> Check. <input type="checkbox"/> Savings

Channels / Notes

POS IVR Web Web/EBPP

Signature

The undersigned agrees to abide by the Terms and Conditions of the Global Merchant Services Agreement, viewable at www.pointandpay.com/agreement.

Signature _____

Title _____

Print Name _____

Date _____



New Product Worksheet

Client Name
Swartz Creek City, MI

Client Code (if available):

Name of Product/Payment Type: Utility Billing

Total Annual Collections for Payment Type: \$ _____

Average Payment Amount: \$ _____

Highest Payment Amount: \$ _____

Classification:

- | | | |
|--|--|---|
| <input type="checkbox"/> Tax (MCC 9311) | <input type="checkbox"/> Ambulance (MCC 4119) | <input type="checkbox"/> Colleges (MCC 8220) |
| <input checked="" type="checkbox"/> Utility (MCC 4900) | <input type="checkbox"/> Insurance (MCC 6300) | <input type="checkbox"/> Other – Please Describe: _____ |
| <input type="checkbox"/> Gov. Services (MCC 9399) | <input type="checkbox"/> Membership Club (7997) | |

Payment Types:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Visa, MasterCard, Discover | <input checked="" type="checkbox"/> Electronic Check |
| <input checked="" type="checkbox"/> AMEX | <input type="checkbox"/> Visa Debit Tax Program |

Channels:

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Web (E-Commerce) | <input checked="" type="checkbox"/> Counter PNP (Retail) | <input type="checkbox"/> Other – Please Describe: _____ |
| <input type="checkbox"/> IVR (Direct Marketing) | <input type="checkbox"/> Counter Other (3rd Party) | |

Technical Integration and Data Transfer:

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Parameter Passing | <input type="checkbox"/> File Exchange/Lookup BDIT | <input checked="" type="checkbox"/> Post Back |
| <input type="checkbox"/> API | <input type="checkbox"/> Real Time Lookup (RTL) | <input type="checkbox"/> Revenue File (RFG) (Email or FTP) |
| <input checked="" type="checkbox"/> Duplicate Payment Prevention | | <input type="checkbox"/> Daily Transaction File |

Unique Consumer Identifier (If multiple, use attachment):

Account #

Software Vendor / Contact Info: BS&A

Transaction Fees:

<input type="checkbox"/> Fees Absorbed by Client		<input checked="" type="checkbox"/> Fee Paid by Customer		<input type="checkbox"/> Other (See Notes)	
<input type="checkbox"/> Credit Card – Flat Fee	\$ _____	<input checked="" type="checkbox"/> E-check – Flat Fee	\$3.00	<input type="checkbox"/> Credit Card - Tiered Fees: Describe: 0-50 = \$ 50.01-100= \$ Each Additional \$100.00 = \$ Each Additional \$50.00 = \$	
		\$10.00 over \$10,000			
<input checked="" type="checkbox"/> Credit Card - Percentage Fee	3%	<input type="checkbox"/> Echeck – Returned Item Fee	\$ _____		
<input checked="" type="checkbox"/> Credit Card - Minimum Fee	\$2.00				
<input type="checkbox"/> Credit Card - Chargeback Fee	\$ _____	<input type="checkbox"/> Visa Tax Program –Debit	\$ _____		

Setup Fees:

- | | | | |
|---|---|-----------------------------------|---|
| <input checked="" type="checkbox"/> Setup Fee: 0 | <input checked="" type="checkbox"/> Integration Fee: 0 | <input type="checkbox"/> IVR Fee: | <input checked="" type="checkbox"/> Other Fee: 0 |
|---|---|-----------------------------------|---|

Notes:

Client Initial:

**AMENDED AND RESTATED
LABOR AGREEMENT
Between
CITY OF SWARTZ CREEK
And
SWARTZ CREEK SUPERVISORS ASSOCIATION
JULY 1, 201~~6~~7 - JUNE 30, 201~~7~~9**

This Amended and Restated Labor Agreement is made this ~~23rd~~____ day of ~~January~~____ 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~~July 25, 2016, amended ~~April 7, 2014~~January 23, 2017 and ~~January 25, 2016~~, and effective for the period of July ~~125~~, 201~~26~~ through June 30, 201~~67~~;and

WHEREAS, the City and the Association wish to extend and ~~update~~amend 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~~1, 2017 and run through June 30, 201~~79~~;and

WHEREAS, the City and Association recognize that this agreement is no longer the preferred instrument to maintain ongoing employment relationships beyond 2019, due to the continued diversification of employee needs and the removal of police positions.

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

SECTION NO. 1 - HEADINGS

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

SECTION NO. 2 - PURPOSE AND INTENT

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

~~Execution Copy Draft~~

1

~~January 23, 2017~~June 20, 2017

with respect to the rates of pay, wages, hours of employment and other terms and conditions of employment during the term of this Agreement for those Association members including:

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

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

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

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

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

SECTION NO. 4 - 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, 20156</u>	<u>Jul 1, 20167 (2%)</u>
<u>City Clerk:</u>	\$44,880	\$44,880
<u>Treasurer-Office Manager:</u>	\$68,845*	\$68,845*
<u>Dir of Public & Comm Services:</u>	\$61,725	\$60,515
<u>Asses – Zon Admin – Code Enf:</u>	N/A	N/A
<u>Chief of Police – Dir of Pub Safety:</u>	\$64,251	\$64,251
<u>Police Lieutenant:</u>	\$60,690	\$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.

~~*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 1st of the following calendar year.

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

SECTION NO. 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. Beginning July 1, 2018, the Employer shall also match an additional 1% for each 2% the employee contributes, up to a total Employer contribution of 9%.

C). Current Employees Not Members of Bargaining Unit.

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

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

D). Defined Contribution Plan Vesting.

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

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

E). Defined Contribution Plan - Employee Voluntary Contribution.

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

SECTION NO. 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 consummate 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	35
Corresponding Employer Share	40%	55%	70%	80%	90%
Corresponding Employee Share	60%	45%	30%	20%	10%

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

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

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

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

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

Employer Contribution Cap Chart

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

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

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

the retired employee must accept this coverage in lieu of coverage offered by the City of Swartz Creek. The City of Swartz Creek retains the right to verify employment and the availability of medical insurance.

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

6). The Employer shall provide, at its sole cost, a stipend in the amount of \$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). The City Clerk and all newly hired/transferred Active Full Time Employees shall be provided with a Health Care Savings Program, into which the Employer shall deposit 2% of gross wages. These funds will be available to the employee after separation for any reason, with no vesting period.

~~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.~~

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

SECTION NO. 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 30th day of June, 201~~69~~.

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.

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

(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 _____
Connie Eskew, City Clerk

By _____
Deanna Korth, Bargaining Team

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

~~Execution Copy~~ Draft

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~~January 23, 2017~~ June 20, 2017

Appendix “E”

JOB DESCRIPTIONS

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

City Clerk

Treasurer-Office Manager

Director of Public & Community Services

Chief of Police – Director of Public Safety

Police Lieutenant

**City of Swartz
Creek
Job Description**

City Clerk
REVISED: October 2015

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.

~~Execution Copy Draft~~

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~~January 23, 2017~~ June 20, 2017

**City of Swartz
Creek
Job**

Director of Public & Community Services

REVISED: August, 2012

Description

FLSA: Exempt, Executive Position
Department: Community Services

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

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

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

EXAMPLES OF WORK PERFORMED:

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

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

REQUIRED KNOWLEDGE, ABILITIES, AND SKILLS:

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~~January 23, 2017~~ June 20, 2017

- 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:

Paul Bueche, City Manager	Date
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Approved:

Rick Clolinger, Association President	Date
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**City of Swartz
Creek
Job
Description**

Director of Public Safety / Chief of Police

REVISED: August, 2012

FLSA: Exempt, Executive Position
Department: Public Safety

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

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

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

EXAMPLES OF WORK PERFORMED:

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

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

REQUIRED KNOWLEDGE, ABILITIES, AND SKILLS:

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~~January 23, 2017~~ June 20, 2017

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

MINIMUM QUALIFICATIONS:

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

Approved:

Paul Bueche, City Manager	Date
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Approved:

Rick Clolinger, Association President	Date
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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.

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~~January 23, 2017~~ June 20, 2017

Job Description

FLSA: Exempt

DEPARTMENT: City Treasurer

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

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

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

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

Oversee or perform:

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

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

REQUIRED KNOWLEDGE, ABILITIES, AND SKILLS:

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

and telephone system.

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

MINIMUM QUALIFICATIONS:

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

Approved:

Adam Zettel, City Manager

Date Approved:

Tom Svrcek, Association President

Date Approved

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

This agreement is made this 27th day of December, _____ by and between the City of Swartz Creek, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473, (the "City"), and Adam Zettel, (the "Manager").

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

~~**WHEREAS**, Paul Bueche currently holds the City Manager's Office, however, will be placed on inactive and insurance provided sick and accident leave due to medical conditions, such conditions likely to be extensive and prohibitive of any return to work; and~~

~~**WHEREAS**, it is the desire of the City to seamlessly transition the City Manager's Position and to that end, the City finds that Mr. Zettel holds a Master of Arts in Urban and Regional Planning, a Bachelor of Arts in Public Administration and a Bachelor of Arts in Political Science and is experienced in the operation of City government as he has been an employee with the City in one form or another in most all positions since 1999, a copy of his resume attached hereto, and further, is instrumental in the revitalization of the DDA, the creation of a new Master Plan and Zoning Code, among many other programs and projects; and~~

WHEREAS, Adam Zettel was appointed to serve full-time in the office of the Assistant City Manager for the City of Swartz Creek in July 2006, ~~and left this post to take a full time appointment as an Assistant City Manager for Owosso in 2010~~performed contracted services for the city between 2010-2013, and was appointed as the City Manager in December of 2013, where in which capacity he continues to serve today; and

WHEREAS, Mr. Zettel, ~~after taking the Owosso position, continued on as a contractual employee with the City of Swartz Creek serves~~ as the City's AICP Certified Planner, Zoning Administrator, and DDA Director ~~and, as well as holder of a S-2 Water Distribution Operator license and Michigan Certified Assessing Officers License, all of these positions he continues to hold to-date;~~ and

WHEREAS, Mr. Zettel and the City agree that defined benefit post-employment health

care benefits are no longer conducive to modern governmental financial abilities and should be removed from the employment agreement; and

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

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

SECTION NO. 1 – ACKNOWLEDGMENT OF APPOINTMENT

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

SECTION NO. 2 - CHARTER REQUIREMENTS

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

SECTION NO. 3 - SALARY

Commencing on January 1st, 2014 and continuing with the effective date of this agreement, the Manager shall receive a salary of Eight-Nine Thousand Dollars (\$89,000) per year. It is understood that the above salary shall be compensation for the following duties to be performed by Mr. Zettel, duties are as follows; City Manager (\$77,000), Planning and Zoning Administrator and DDA Administrator (\$10,000) and continuously maintaining an S-2 Water License (\$2,000). The Manager's performance *may* be reviewed by the City Council or at the request of the Manager, after twelve (12) months from the date of this agreement, and annually thereafter. Such review shall be based on an evaluation method determined by the City Council after consultation with the Manager. All such salary shall be paid in a manner similar to other employees, specifically salary department heads and supervisor's.

SECTION NO. 4 – AUTOMOBILE ALLOWANCE

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

SECTION NO. 5 – RETIREMENT & DEFINED CONTRIBUTION PROGRAMS

A). The City Manager shall participate in the M.M.E.R.S. 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. Beginning July 1, 2018, the Employer shall also match an additional 1% for each 2% the employee contributes, up to a total Employer contribution of 9%.

B). Defined Contribution Plan Vesting.

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

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

C). Defined Contribution Plan - Employee Voluntary Contribution.

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

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

SECTION NO. 6 - COMPENSATORY TIME

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

SECTION NO. 7 - VACATIONS

A). Commencing for the calendar year 2014, the City Manager shall be credited with and allowed to use up to 15 vacation days (120 hours) for the year. The City Manager shall earn credit towards vacation with pay in accordance with the

following schedule, days to be earned in a current year and credited for use after January 1st of the following calendar year:

Completed Years of Service	Annual Maximum
0-4	15 Days (120 Hours)
5-20	20 Days (160 Hours)
20+	25 Days (200 Hours)

- B). The Manager may receive payment in lieu of the fifth week of vacation, if, at the discretion of the City Council the vacation cannot be taken. Such payment in lieu of vacation shall be at the regular rate of pay.
- C). When a day, which is observed by the Employer as a paid holiday, falls within a scheduled vacation, the holiday will not count as a vacation day.
- D). A vacation day or days may be waived by mutual agreement and the Manager shall be paid at the regular rate of pay for the vacation day or days so waived; provided, however, said payment is limited to two (2) weeks in lieu of vacation.
- E). If the Manager becomes ill and is under the care of a duly licensed physician prior to vacation, such vacation will be re-scheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation at his regular rate of pay.
- F). If the Manager is terminated, retires, resigns with proper notice (thirty days), or in the event of death, he will receive any unused vacation credit including that accrued in the current calendar year.
- G). The Manager will be paid his current salary based on his regular scheduled pay rate while on vacation and will receive credit for any benefits provided for in this agreement.
- H). The Manager may accumulate and carry over to the following calendar year a maximum of one (1) week of their annual earned vacation, which must then be used in that following calendar year.

SECTION NO. 10 - HOLIDAY PROVISIONS

- A). The following days are designated as City holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, December 24th,

Christmas Day, December 31st, and Birthday, respectively. The Manager will be paid his current salary based on a regular day for said holidays.

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

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

A). A sickness, accident or disability insurance policy, consisting of Short Term Disability (STD, 26 weeks or less), and Long Term Disability (LTD, 180 days to 24 months) will be provided to each full time employee under the age of sixty-five (65).

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

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

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

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

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

SECTION NO. 12 - LEAVES OF ABSENCE

A). Family and Medical Leave.

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

B). Personal Leave.

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

C). Military Leave for Veterans

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

SECTION NO. 13 - FUNERAL LEAVE

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

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

Grandparents of employee's spouse, Mother-In-Law, Father-In-Law, Stepmother or Stepfather.

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

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

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

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

SECTION NO. 14 - LIFE INSURANCE COVERAGE

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

SECTION NO. 15 - HOSPITALIZATION - MEDICAL COVERAGE

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

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

B). To the extent the plan provider permits, the Employer will reimburse the employee for the co-pay amount for medical and prescription coverage (\$10.00 for office calls, \$10/\$20 for prescriptions), to the extent such co-pays are incurred by the employee and/or his or her immediate family so covered by the Plan, up to a maximum of One-Thousand (\$1,000) Dollars per contract year, per employee. Reimbursement is only for those costs incurred within the contract year. Reimbursement shall be subject to employee submission of [a] paid receipt [s] indicating the name of the provider, the name of the patient, a date and description of the service provided, and the amount paid by the employee. Receipts shall be held by the employee and submitted no later than June 30th of the contract year in which they were incurred.

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

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

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

- 1). That such sponsored dependent coverage is available.
- 2). The days on which such sign up is permitted are those established by the provider or providers of such benefits.
- 3). On or before the day in which the employee signs up for such benefit, such employee shall pay to the City of Swartz Creek a sum equal to two (2) months premiums for said coverage.
- 4). After signing up for such benefits, the employee shall thereafter pay to the City a monthly premium for such coverage as established by the provider or providers of such benefits. Said monthly premium shall be paid on or before the first day of the month following the sign up day and shall be paid on or before the first day of each month thereafter.

- 5). The employee shall, in addition, be liable for and pay any other costs or expenses charged to the City by any provider in connection with the provision of such sponsored dependent rider and, upon presentation of a bill therefore, shall pay same within ten (10) days of the date thereof.
- 6). If the City has not received from the employee any sum due as provided in subsections 1 through 5 above, the City Manager shall forthwith terminate such benefit for such employee and shall advise the employee of such termination. Any sum due to the City as of such date shall be paid by the employee forthwith.

F). Cash Opt-Out Option. An eligible full time employee, upon written request to the City Manager, may elect not to participate in the health, prescription insurance package currently offered to employees in the bargaining unit. In the event health and prescription are not elected, those employees who elect not to participate shall be paid the sum of Two Hundred Dollars (\$200) for each calendar month the employee does not participate. If an eligible employee wishes to opt back into the Plan, he or she may do so on the terms as determined by the insurance provider. Any partial month shall be prorated.

G). Retiring Employees. The City Manager shall be provided with a Health Care Savings Program, into which the Employer shall deposit 2% of gross wages. These funds will be available to the employee after separation for any reason, with no vesting period.

~~Subject to availability, rules and conditions set forth by the provider, the employer 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 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 the Defined 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.~~

~~G). [REDACTED]~~

~~G). 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:~~

~~G). —~~

~~G). a). That such person is the spouse of the retiree at the time of retirement.~~

~~G). 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.~~

~~G). 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.~~

~~G). 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.~~

~~G). [REDACTED]~~

~~G). 2). It is agreed between the parties that retiree medical shall be re-negotiated at such a time that employees participating in the Defined Contribution retirement programs reach fifteen (15) years credited service with the City of Swartz Creek.~~

~~G). —~~

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

H). —

~~H). 4). The City reserves the right to require a thirty day advance deposit of all sums due the City. Thereafter, such retiree or eligible widow(er) shall pay the monthly premium on or before the first day of each month. If such retiree or widow(er) fails to pay said premium, then the City shall send by U.S. Mail, at the last known address, a fourteen day notice of termination. If such retiree or retiree's widow(er) desires to correct the arrearage, a 10% late fee shall be added along with any additional associated costs. If no response is received, then the coverage shall be terminated.~~

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

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

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

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

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

SECTION NO. 17 - JURY DUTY

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

SECTION NO. 18 - PROFESSIONAL MEMBERSHIP FEES / TRAINING

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

maintain and improve the Manager's performance under this agreement and be beneficial to the City.

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

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

SECTION NO. 19 - DISCHARGE

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

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

Should this agreement not be renewed by the City, or should it be extended as provided in paragraph 20, below, the severance pay provisions contained herein, including the designation of same as liquidated damages, shall continue and remain

a separate and continuing obligation of the City existing Independent of this agreement if the Manager's employment is later terminated.

SECTION NO. 20 – TERMINATION BY MANAGER; RESIGNATION

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

SECTION NO. 21 - INDEMNIFICATION

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

SECTION NO. 22 - TERM

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

SECTION NO. 23 - ARBITRATION

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

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

SECTION NO. 24 - SEVERABILITY

All agreement and covenants contained herein are severable and, if any of them are held to be invalid by a court of competent jurisdiction, such ruling shall not invalidate

this agreement, and each provision of this agreement, including the termination and severance pay provisions, shall be interpreted as if such invalid agreement or covenants were not contained therein.

SECTION NO. 25 - REPRESENTATIONS

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

SECTION NO. 26 – BINDING EFFECT

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

SECTION NO. 27 – APPLICABLE LAW

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

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

THE CITY OF SWARTZ CREEK:

By: Dave Krueger, Mayor

MANAGER:

Adam H. Zettel

By: ~~Juanita Aguilar~~Connie Eskew , City Clerk

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

**State Of Michigan
Michigan Department of State
And
Genesee County
City of Swartz Creek
Help America Vote Act (HAVA) Grant Agreement
Voting System Hardware, Firmware and Software
RE: Master Contract
- Hart Intercivic, Inc.**

This Grant Agreement is the mechanism by which Counties, Cities, and Townships apply to the State of Michigan to receive Federal HAVA and State-appropriated funded voting systems, including optical scan tabulators, accessible voting devices and Election Management System (EMS) software, pursuant to the Federal Help America Vote Act (HAVA) of 2002.

Definitions:

“*Contractor*” means the voting system vendor selected by the county.

“*County*” means any county within the State of Michigan.

“*Department*” means the Michigan Department of State.

“*Grantee*” means the county or local jurisdiction entering into this *Grant Agreement*.

“*Local Jurisdiction*” means any city or township within the State of Michigan.

“*Voting Systems*” means optical scan tabulators, accessible voting devices (for use by voters with disabilities), and EMS software (as applicable) acquired by the counties and local jurisdictions statewide and funded by State-appropriated and Federal HAVA funds.

1. Period of Agreement

The *Grant Agreement* process applies to voting system purchases occurring between March 1, 2017 and April 30, 2018.

2. Program, Budget and Agreement

This *Grant Agreement* is to establish a grant program to use State-appropriated and Federal HAVA funds to acquire and implement replacement voting systems throughout the state. Each county, with the involvement of the local jurisdictions within the county, will select one Contractor for the entire county and will develop a countywide implementation plan to replace its voting systems.

Once the county certifies its Contractor selection to the Department, the county will provide the Department with its implementation plan for individual local jurisdictions participating in each planned purchasing phase. The Department will verify the number of voting systems authorized for purchase using State-appropriated and Federal HAVA funds. If changes are required after the *Grant Agreement* is signed and approved, instructions for amending the *Grant Agreement* will be provided and the Grantee will be required to enter into a new *Grant Agreement*.

This grant program only covers the acquisition and implementation of the voting system selected by each county, and the individual voting system components which will be funded utilizing available State-appropriated and Federal HAVA funds. Approved quantities of each voting system component have been determined by the Department and are listed in Section 15 of this *Grant Agreement*.

The Michigan Department of Technology, Management and Budget has entered into a Master Contract with each approved Contractor, which has established maximum statewide prices for each voting system component. The Department has established the available level of grant funding for each component of each Contractor's voting system. State-appropriated and Federal HAVA funding provided via this *Grant Agreement* covers the purchase of the voting system, the software license fee for the EMS software for the full 10-year contract term, and the *initial* service and maintenance period for all components (which covers the acquisition year, plus 4 additional years). The Master Contract includes an *extended* service and maintenance period beyond the *initial* service and maintenance period, for an additional five-year period. Costs for the *extended* service and maintenance period and other additional costs, if any, are the sole responsibility of each individual county / local jurisdiction.

All Contractors will be required to enter into a "purchase agreement" with each local jurisdiction and county in those counties that have selected that Contractor. Typically, this document is the purchase agreement provided by the Contractor. The terms and conditions of the local purchase agreements shall not contradict the Master Contract. The terms of the Master Contract will supercede any conflicting terms in the local purchase agreements.

Each Contractor will enter into a software license agreement with each county and any local jurisdictions that receive EMS. The license agreement shall not contradict any terms contained in the Master Contract. The terms of the Master Contract supercede any conflicting terms in the license agreement.

The Department will initiate voting system orders at the county level, once all *Grant Agreements* for the county are submitted and approved for the designated purchasing phase. Once voting systems have been delivered, tested, and accepted by each Grantee in the county for the designated purchasing phase, the Department will release the State/HAVA funds to the Contractor.

3. General

The individual submitting the *Grant Agreement* must have the proper authority to do so, and must certify in Section 16 of this *Grant Agreement* that this authority has been granted. Examples of authority include, but are not limited to, a resolution from the Board of County Commissioners, City Council or Township Board authorizing the individual submitting the *Grant Agreement* to execute the *Grant Agreement* on behalf of the county, city, or township.

4. Performance

Each Grantee will certify and sign the *Grant Agreement* and forward it to the Department per the instructions provided. The Department will review and, once approved, will provide the Grantee with a copy of this fully-executed *Grant Agreement*, which will serve as Notice of the Grant Award. The Department will initiate equipment orders directly with the Contractor, and will provide the Grantee with the *Acceptance Certificate & Payment Authorization Form*, which must be submitted by the Grantee to the Department within 10 business days of voting system delivery. This form indicates acceptance of equipment and payment authorization.

The Grantee is responsible for overseeing its contractual agreement with the Contractor and is responsible for ensuring Contractor performance. Any subsequent malfunction or performance issue with the voting system must be addressed by the Grantee directly with the Contractor. The Grantee is responsible for maintaining any and all Contractor performance records. The Grantee has the sole responsibility to verify Contractor compliance with delivery dates, terms and conditions of delivery, and equipment verification and testing in accordance with the statewide Master Contract for the Grantee's selected Contractor. The Grantee will be solely responsible for additional costs incurred that are not covered by service, maintenance and warranty provisions in the Master Contract.

Grant funding is not provided for the purchase of additional ("backup") voting systems. The Grantee will be responsible for developing and implementing a backup strategy to ensure continued operation on Election Day, in the event of voting system failure in any individual precinct.

5. Testing, Acceptance and Payment

1. Successful acceptance testing of the voting system shall be completed within 10 business days from the date of delivery.
2. Upon completion of all acceptance testing, the Grantee must complete the State-issued *Acceptance Certificate & Payment Authorization Form* and forward the completed form to the Department.
3. This form will indicate the date of delivery, successful completion of acceptance testing, and will provide authorization to the Department to release funds to the Contractor.
4. Payment to the Contractor shall be made in accordance with the Master Contract with the Grantee's selected Contractor.

6. Ownership of Equipment and Software Purchases: Title

Any voting system purchased pursuant to this *Grant Agreement* is the property of the Grantee.

7. Optional Purchases

If the Grantee desires to purchase additional items beyond those authorized in this *Grant Agreement*, it may do so at its sole expense, outside of this *Grant Agreement*. No State or HAVA funds will be available for such purchases. Prices established via the Master Contract are extended to counties and local jurisdictions by the Contractors for these purposes.

8. Records Maintenance/Retention

The Grantee will maintain a complete set of records and files related to the ordering, delivery, testing, maintenance, and repairs of voting systems. The Grantee shall assure all the terms of this *Grant Agreement* are adhered to and that records and detailed documentation regarding this grant shall be maintained for a period of not less than six (6) years from the date of Contract termination, the date of submission of the final expenditure report or until any litigation and audit findings have been resolved, whichever is later.

9. Management Requirements

Grantee must maintain property records that include a description of the property; a serial number or other identification number; acquisition date; cost of the property; location, use and condition of the property; and any ultimate disposition data including the date of disposal and sale price of the property (if any). Grantee must also maintain records showing 71% Federal participation in the cost of the property.

Grantee must perform a physical inventory of the property and reconcile the results with the property records at least once every two years.

Grantee must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated by the Grantee and reported to the Department.

Grantee must develop adequate maintenance procedures to keep the property in good condition. Grantee agrees to maintain extended service and maintenance coverage for the voting system in years 6-10 of the Master Contract, after the expiration of the initial service and maintenance period. If the Grantee fails to maintain extended service and maintenance coverage for the full Contract period, the Department may require Grantee to pay the Department the full amount of voting system grant funds paid to the vendor for the Grantee's county, city or township.

10. Disposition

When the voting system acquired under this grant is no longer needed, the Department must be notified. Disposition of the equipment will be made as follows:

- Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the Department.
- Disposition of EMS software must follow the terms of the Contractor's Software License Agreement.

11. Authorized Access

The Grantee will permit, upon reasonable notification and at reasonable times, access to all records regarding this *Grant Agreement* by the Department and other representatives duly authorized by State or Federal law.

12. Mandatory Conditions

A. Statutory or Regulatory Requirements

The Master Contract for the Grantee's selected Contractor must be incorporated and made a part of the ensuing contract between the Grantee and the Contractor, as a condition for grant approval. The Grantee will comply with applicable Federal and State laws, guidelines, rules and regulations in carrying out the terms of this *Grant Agreement*.

Laws

This is a State of Michigan *Grant Agreement* and is governed by the laws of the State of Michigan. Any dispute arising as a result of this Agreement shall be resolved in the State of Michigan.

Funding

This *Grant Agreement* is subject to and contingent upon the availability and appropriation of Federal funds and any necessary State appropriation.

Costs

The State will not assume any responsibility or liability for costs incurred in relation to this grant.

Cancellation

The Department may cancel the *Grant Agreement* upon failure to comply with the terms of this grant.

Entire Agreement

The *Grant Agreement* shall represent the entire agreement between the State and Grantee and supercedes any prior oral or written agreements, and all other representations between the parties relating to this subject. The State reserves the right to require counties and local jurisdictions to attend required training sessions with regard to new equipment purchases made under HAVA.

Adherence to Terms

The failure of a party to insist upon strict adherence to any term of this *Grant Agreement* shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term of the *Grant Agreement*.

B. Other

Additional terms and conditions may be negotiated in the contract between the Grant Applicant and the Contractor as long as they do not conflict with the required terms and conditions of this *Grant Agreement* and Master Contract with the Grantee's selected Contractor.

13. Administration of Agreement

The Grant Manager on behalf of the Department for this *Grant Agreement* and the final *Grant Agreement* will be:

Jeremy Lange, Office of Financial Services
Michigan Department of State

All questions, comments and correspondence regarding this grant process, the *Grant Agreement* and the final *Grant Agreement* must be submitted in writing to the Grant Manager.

14. Completed Agreement

In order to complete this *Grant Agreement*, it must be filled out in its entirety by completing all indicated fields* below, and must be signed by the individual authorized by the county or local jurisdiction to enter into this agreement. The signed grant must be scanned and submitted electronically via the Elections eLearning Center.

15. Voting Systems Authorization

Note: Grant Applicant to fill in all fields indicated (*) below:

This *Grant Agreement* is between the Michigan Department of State and:

**Genesee County
City of Swartz Creek**

*Grant Manager for County, City, or Township (point of contact for the State):

*Name	
*Title	
*Office Address	
*Office Phone	
*Office Email Address	

Authorized Voting System Component Totals:

Number of Precinct Tabulators Authorized for State-Federal Funding:	4
Number of Absent Voter Counting Board Tabulators Authorized for State-Federal Funding: (funded at precinct tabulator price) *	1
Number of Accessible Voting Devices Authorized for State-Federal Funding:	1
EMS Software Authorized for State-Federal Funding:	No None

16. Special Certification/Signature

The following signatory certifies that the person signing is authorized to sign and enter into this *Grant Agreement*. Further, the signatory has reviewed and agrees to the conditions as outlined in this *Grant Agreement*, and has personally examined and is familiar with the information submitted here, as well as the requirements of the Help America Vote Act, under which this grant has been submitted.

For the COUNTY OR LOCAL JURISDICTION:

*Name: _____

*Title: _____ *Date: _____

*Signature

For the STATE OF MICHIGAN, DEPARTMENT OF STATE:

Cindy Paradine, Director, Office of Financial Services

Signature

Date

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-18381**



- Consumers Energy Company requests Michigan Public Service Commission approval for an electric rate case self-implementation reconciliation for case no. U-17990.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, (800) 477-5050 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A public hearing will be held:

DATE/TIME: **Thursday, June 29, 2017, at 9:00 a.m.**
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

BEFORE: Administrative Law Judge **Dennis W. Mack**

LOCATION: Michigan Public Service Commission
7109 West Saginaw Highway
Lansing, Michigan

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider Consumers Energy Company's (Consumers Energy) May 19, 2017 application, which seeks the Commission to 1) order that the refund required pursuant to MCL 460.6a(2) with respect to the provisional rates implemented by Consumers Energy in Case No. U-17990 for the period September 1, 2016 through March 6, 2017 is \$15.602 million, plus interest; 2) direct that amount to be returned to customers during the December 2017 billing month by means of a negative surcharge added to customers' bills 3) approve the negative surcharges for the December 2017 billing month; and 4) other relief.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by June 22, 2017. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy's Legal Department – Regulatory Group, One Energy Plaza, Jackson, Michigan 49201.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private.

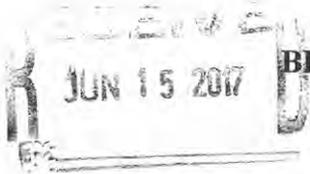
Requests for adjournment must be made pursuant to the Michigan Administrative Hearing System's Administrative Hearing Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of Consumers Energy's application may be reviewed on the Commission's website at: michigan.gov/mpscedockets, and at the office of Consumers Energy Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and the Michigan Administrative Hearing System's Administrative Hearing Rules, 2015 AC, R 792.10401 et seq.

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

1078-E



**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
CONSUMERS ENERGY COMPANY CASE
NO. U-18392**

- Consumers Energy Company requests that the Michigan Public Service Commission review its application for approval of Amendment 2 of the Power Purchase Agreement with T.E.S. Filer City Station Limited Partnership.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, (800) 477-5050 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A public hearing will be held:

DATE/TIME: **Tuesday, June 27, 2017 at 9:00 a.m.**
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

BEFORE: Administrative Law Judge **Martin D. Snider**

LOCATION: Michigan Public Service Commission
7109 West Saginaw Highway
Lansing, Michigan

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider Consumers Energy Company's (Consumers Energy) May 8, 2017 application, which seeks Commission's approval of Amendment No. 2 of Consumers Energy's Power Purchase Agreement with T.E.S. Filer City Station Limited Partnership and specifically find that the Commission approves recovery by Consumers Energy of the payments under the amended Power Purchase Agreement, as amended by Amendment No. 2, for the kilowatt hours delivered by T.E.S. Filer City Station Limited Partnership to Consumers Energy after the Converted Plant Initial Delivery Date for the purposes of Section 6j(13)(b) of 1982 PA 304 1982, 1987 PA 81, and all other applicable law.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by June 20, 2017. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy's Legal Department – Regulatory Group, One Energy Plaza, Jackson, Michigan 49201.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private.

Requests for adjournment must be made pursuant to the Michigan Administrative Hearing System's Administrative Hearing Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of Consumers Energy's application may be reviewed on the Commission's website at: michigan.gov/mpscedockets, and at the office of Consumers Energy Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and the Michigan Administrative Hearing System's Administrative Hearing Rules, 2015 AC, R 792.10401 et seq.

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

1077-E

REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK
PERIOD ENDING 05/31/2017

GL NUMBER	2016-17 AMENDED BUDGET	YTD BALANCE 05/31/2017	AVAILABLE BALANCE	% BDGT USED
Fund 101 - General Fund				
Fund 101 - General Fund:				
TOTAL REVENUES	2,536,645.48	2,267,568.78	269,076.70	89.39
TOTAL EXPENDITURES	2,539,509.90	2,144,594.34	394,915.56	84.45
NET OF REVENUES & EXPENDITURES	(2,864.42)	122,974.44	(125,838.86)	4,293.17
Fund 202 - Major Street Fund				
Fund 202 - Major Street Fund:				
TOTAL REVENUES	445,250.74	329,960.51	115,290.23	74.11
TOTAL EXPENDITURES	677,401.12	531,264.34	146,136.78	78.43
NET OF REVENUES & EXPENDITURES	(232,150.38)	(201,303.83)	(30,846.55)	86.71
Fund 203 - Local Street Fund				
Fund 203 - Local Street Fund:				
TOTAL REVENUES	922,474.00	2,359,965.28	(1,437,491.28)	255.83
TOTAL EXPENDITURES	688,547.68	268,518.16	420,029.52	39.00
NET OF REVENUES & EXPENDITURES	233,926.32	2,091,447.12	(1,857,520.80)	894.06
Fund 204 - MUNICIPAL STREET FUND				
Fund 204 - MUNICIPAL STREET FUND:				
TOTAL REVENUES	608,060.00	2,090,219.84	(1,482,159.84)	343.75
TOTAL EXPENDITURES	585,772.00	2,086,157.00	(1,500,385.00)	356.14
NET OF REVENUES & EXPENDITURES	22,288.00	4,062.84	18,225.16	18.23
Fund 226 - Garbage Fund				
Fund 226 - Garbage Fund:				
TOTAL REVENUES	381,583.47	364,068.39	17,515.08	95.41
TOTAL EXPENDITURES	429,816.06	313,517.25	116,298.81	72.94
NET OF REVENUES & EXPENDITURES	(48,232.59)	50,551.14	(98,783.73)	104.81
Fund 248 - Downtown Development Fund				
Fund 248 - Downtown Development Fund:				
TOTAL REVENUES	68,320.00	65,704.74	2,615.26	96.17
TOTAL EXPENDITURES	68,630.00	21,223.32	47,406.68	30.92
NET OF REVENUES & EXPENDITURES	(310.00)	44,481.42	(44,791.42)	14,348.85
Fund 265 - Drug Enforcement Fund				
Fund 265 - Drug Enforcement Fund:				
TOTAL REVENUES	5,999.48	5,999.48	0.00	100.00
TOTAL EXPENDITURES	10,213.26	10,213.26	0.00	100.00

NET OF REVENUES & EXPENDITURES	(4,213.78)	(4,213.78)	0.00	100.00
Fund 350 - City Hall Debt Fund				
Fund 350 - City Hall Debt Fund:				
TOTAL REVENUES	98,535.00	98,514.38	20.62	99.98
TOTAL EXPENDITURES	98,000.00	97,655.00	345.00	99.65
NET OF REVENUES & EXPENDITURES	535.00	859.38	(324.38)	160.63
Fund 402 - Fire Equip Replacement Fund				
Fund 402 - Fire Equip Replacement Fund:				
TOTAL REVENUES	30,060.00	30,116.94	(56.94)	100.19
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES	30,060.00	30,116.94	(56.94)	100.19
Fund 590 - Water Supply Fund				
Fund 590 - Water Supply Fund:				
TOTAL REVENUES	1,839,745.88	1,638,944.92	200,800.96	89.09
TOTAL EXPENDITURES	2,845,756.12	1,911,301.25	934,454.87	67.16
NET OF REVENUES & EXPENDITURES	(1,006,010.24)	(272,356.33)	(733,653.91)	27.07
Fund 591 - Sanitary Sewer Fund				
Fund 591 - Sanitary Sewer Fund:				
TOTAL REVENUES	1,290,860.88	937,075.55	353,785.33	72.59
TOTAL EXPENDITURES	1,846,272.58	1,179,150.27	667,122.31	63.87
NET OF REVENUES & EXPENDITURES	(555,411.70)	(242,074.72)	(313,336.98)	43.58
Fund 661 - Motor Pool Fund				
Fund 661 - Motor Pool Fund:				
TOTAL REVENUES	236,166.44	183,025.35	53,141.09	77.50
TOTAL EXPENDITURES	298,542.48	134,989.88	163,552.60	45.22
NET OF REVENUES & EXPENDITURES	(62,376.04)	48,035.47	(110,411.51)	77.01
Fund 865 - Sidewalks				
Fund 865 - Sidewalks:				
TOTAL REVENUES	10,000.00	1,755.00	8,245.00	17.55
TOTAL EXPENDITURES	9,500.00	2,790.00	6,710.00	29.37
NET OF REVENUES & EXPENDITURES	500.00	(1,035.00)	1,535.00	207.00
Fund 866 - Weed Fund				
Fund 866 - Weed Fund:				
TOTAL REVENUES	7,800.00	5,400.00	2,400.00	69.23
TOTAL EXPENDITURES	1,640.00	1,635.00	5.00	99.70
NET OF REVENUES & EXPENDITURES	6,160.00	3,765.00	2,395.00	61.12

CONSUMER CONFIDENCE REPORT

ATTENTION CITY OF SWARTZ CREEK WATER CUSTOMERS

As part of the regulations from the Department of Environmental Quality, a water quality report (CCR) advising customers of the quality of public drinking water must be submitted to the DEQ each year.

City of Swartz Creek water is currently supplied by the Great Lakes Water Authority. Water is tested at the State lab for Coliforms/E Coli two times per month at sites around the city. Lead and copper is also tested for, following the DEQ's schedule. These results are kept at the City Hall.

A copy the annual report will be mailed to each recorded City of Swartz Creek water customer and will be posted on the Bulletin Board at the City of Swartz Creek City Hall, 8083 Civic Dr., and at the Swartz Creek Senior Center, 8095 Civic Dr. and at the Swartz Creek Post Office, 8055 Paul Fortino Dr.

If you have any questions on this report you may contact me at the Swartz Creek City Hall at 810-635-4464.

Thank you,



Tom Svrcek
Director of Public Works



MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
 OFFICE OF DRINKING WATER AND MUNICIPAL ASSISTANCE
**CONSUMER CONFIDENCE REPORT FOR COMMUNITY WATER SUPPLY
 CERTIFICATE OF DISTRIBUTION**

Issued under authority of 1976 PA 399 and Administrative Rules, as amended.
 Failure to submit certification is a violation of the Act and may subject the water supply to enforcement penalties.

Supply Name: <u>City of Swartz Creek</u>	County: <u>Genesee</u>	WSSN: <u>6505</u>
Population: <input type="checkbox"/> 500 or fewer people	<input checked="" type="checkbox"/> 501 – 9,999 people	<input type="checkbox"/> 10,000 or more people

Community water supplies must confirm that the Consumer Confidence Report (CCR) and any enclosed Public Notices (PN) or notices of CCR availability, have been distributed to customers by July 1 as required under administrative rules R 325.10415 and R 325.10404(4)(c). Supplies must also certify that the information contained in the CCR is correct and consistent with the compliance monitoring data previously submitted to the Michigan Department of Environmental Quality (DEQ). **Return the certification to the appropriate DEQ district office by October 1.** For addresses, visit www.michigan.gov/deq, click on Locations.

Method of delivery to DEQ

Mail Email Hand Delivery Other _____ Date delivered: _____

Method of delivery to Local Health Department

Mail Email Hand Delivery Other _____ Date delivered: _____

Method or combination of methods to directly deliver CCR to each bill paying customer. Check all that apply.

Mail or hand deliver a paper copy of CCR. Date(s) mailed or hand delivered: 6-6-2017

Mail or hand deliver notification that the CCR is available at a direct URL. Date(s) delivered to customers: _____

Email notification that CCR is available at direct URL: Date(s) emailed: _____

Email notification that CCR is attached to the email. Date(s) emailed: _____

Email notification that CCR is embedded in the email. Date(s) emailed: _____

- If using notification of CCR availability:
1. Mail a paper CCR to customers who request it and to customers known to be incapable of receiving electronically.
 2. Include a copy of the notification to the DEQ district office with this certification form.
 3. Explain the nature of the notification, prominently display the direct URL, include statement how to request a paper copy.

Example of Notification of CCR Availability Subject Line: 2012 Drinking Water Quality Report Available.
 Message: Your annual report on the source and quality of your drinking water is available on the Web at www.anytown.gov/waterqualityreport. To have a copy mailed to you, contact Anytown at 555-111-1111 or water@anytown.gov.

Option for supplies serving fewer than 10,000 persons: Publish entire report in newspaper, and notify customers via newspaper(s) in which CCR published, mail, email or hand delivery that individual copies will not be mailed, and include statement how to request a paper copy.
 Date(s) of publication: _____

Option for supplies serving 500 or fewer persons: Notify customers via mail, email, hand delivery or, with DEQ approval, posting in public places, that a copy of the report is available from the water supply on request.
 Date(s) of notification: _____

Post on Internet (required for supplies serving ≥100,000, optional for others)

Internet address: www.CityofSwartzCreek.org Date accessible: 6-30-17

"Good Faith" efforts to reach non-bill-paying consumers (in addition to the method(s) above). Check all that apply.

Mail the report to all postal patrons. Zip codes and dates mailed: _____

Mail to each service connection physical address. Date(s) mailed: _____

Advertise the availability of the report in the newspapers, on TV, and on the radio.

Publish the report in a local newspaper.

Post the report in public places such as cafeterias in public buildings, libraries, churches, and schools.

Deliver multiple copies for distribution by single-bill customers, e.g., apartments or private employers.

Deliver the report to community organizations.

Other: _____

Send to the DEQ a copy of the news articles, a list of channels broadcast and dates, and a list of locations/organizations reports delivered to and dates.

A Tier 3 Public Notice is Distributed with this CCR

This CCR is being used to deliver a Tier 3 Public Notice for one or more violations. To use this Tier 3 delivery option, the CCR must be directly delivered to each bill paying customer or, with DEQ approval, continuously posted, and must be issued within 12 months of learning of the violation. A copy of this form must be delivered to the DEQ within 10 days of delivering the CCR to customers to meet the public notification requirements.

Name/Title: Thomas R Surick Dir of Public Ser

Signature: Thomas R Surick Date: 6-5-17

See reverse side for U.S. EPA Expectations for Electronic Delivery of CCR

2016 Water Quality Report for City of Swartz Creek

This report covers the drinking water quality for City of Swartz Creek for the 2016 calendar year. This information is a snapshot of the quality of the water that we provided to you in 2016. Included are details about where your water comes from, what it contains, and how it compares to Environmental Protection Agency (EPA) and state standards.

Your water comes from the Detroit Water River, situated within the Lake St. Clair, Clinton River, Detroit River, Rouge River, Ecorse River, in the U.S. and parts of the Thames River, Little River, Turkey Creek and Sydenham watersheds in Canada. The MDEQ in partnership with the U.S. Geological Survey, the Detroit Water and Sewage Department, and the Michigan Public Health Institute performed a source water assessment in 2004 to determine the susceptibility of potential contamination. The susceptibility of our Detroit River source water intakes were determined to be highly susceptible to potential contamination. However, all four Detroit water treatment plants that use source water from Detroit River have historically provided satisfactory treatment of this source water to meet drinking water standards.

- **Contaminants and their presence in water:** Drinking Water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the **EPA's Safe Drinking Water Hotline (800-426-4791)**.
- **Vulnerability of some populations:** Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune systems disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline (800-426-4791).

Sources of drinking water: The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up

substances resulting from the presence of animals or from human activity.

- Contaminants that may be present in source water include:
 - T **Microbial contaminants**, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations and wildlife.
 - T **Inorganic contaminants**, such as salts and metals, which can be naturally-occurring or result from urban storm water runoff, industrial or domestic wastewater discharges, oil and gas production, mining or farming.
 - T **Pesticides and herbicides**, which may come from a variety of sources such as agriculture and residential uses.
 - T **Radioactive contaminants**, which can be naturally occurring or be the result of oil and gas production and mining activities.
 - T **Organic chemical contaminants**, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban storm water runoff, and septic systems.

In order to ensure that tap water is safe to drink, EPA prescribes regulations that limit the amount of certain contaminants in water provided by public water systems. Food and Drug Administration regulations establish limits for contaminants in bottled water which provide the same protection for public health.

The table below lists all the drinking water contaminants that were detected during the 2016 calendar year. The presence of these contaminants in the water does not necessarily indicate that the water poses a health risk. Unless otherwise noted, the data presented in this table is from testing done January 1 - December 31, 2016. The State allows us to monitor for certain contaminants less than once per year because the concentrations of these contaminants are not expected to vary significantly from year to year. All of the data is representative of the water quality, but some are more than one year old.

Terms and abbreviations used below:

- **Maximum Contaminant Level Goal (MCLG):** The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
- **Maximum Contaminant Level (MCL):** The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.
- **Maximum Residual Disinfectant Level (MRDL):** means the highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
- **Maximum Residual Disinfectant Level Goal (MRDLG):** means the level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants
- **N/A:** Not applicable **ND:** not detectable at testing limit **ppb:** parts per billion or micrograms per liter **ppm:** parts per million or milligrams per liter **pCi/l:** picocuries per liter (a measure of radioactivity).
- **Action Level:** The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

2016 Regulated Detected Contaminants Tables

Regulated Contaminant	Test Date	Units	Health Goal MCLG	Allowed Level MCL	Highest Level Detected	Range of Detection	Violation yes/no	Major Sources in Drinking Water
Inorganic Chemicals - Annual Monitoring at Plant Finished Water Tap								
Fluoride	05/10/2016	ppm	4	4	0.5	n/a	No	Erosion of natural deposits; Water additive, which promotes strong teeth; Discharge from fertilizer and aluminum factories.
Nitrate	5/10/2016	ppm	10	10	0.46	n/a	No	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits
Combined radium Radium 226 & 228	5/13/2014	pCi/L	0	5	Level Detected 0.86+ or - 0.55		No	Erosion of natural deposits
Disinfectant Residuals and Disinfection By-Products - Monitoring in Distribution System								
Total Trihalomethanes (TTHM)	Aug. 2016	ppb	n/a	80	6.6 ug/l	6.6-22 ug/l	no	By-product of drinking water chlorination
Haloacetic Acids (HAA5)	Aug. 2016	ppb	n/a	60	14 ug/l	n/a	No	By-product of drinking water disinfection
Disinfectant (Total Chlorine residual)	Jan-Dec 2016	ppm	MRDGL 4	MRDL 4	0.79	0.61-0.85	No	Water additive used to control microbes

2016 Turbidity - Monitored every 4 hours at Plant Finished Water Tap			
Highest Single Measurement Cannot exceed 1 NTU	Lowest Monthly % of Samples Meeting Turbidity Limit of 0.3 NTU (minimum 95%)	Violation yes/no	Major Sources in Drinking Water
0.28 NTU	100%	No	Soil Runoff
Turbidity is a measure of the cloudiness of water. We monitor it because it is a good indicator of the effectiveness of our filtration system.			

2016 Microbiological Contaminants - Monthly Monitoring in Distribution System					
Regulated Contaminant	MCLG	MCL	Highest Number Detected	Violation yes/no	Major Sources in Drinking Water
Total Coliform Bacteria	0	Presence of Coliform bacteria >5% of monthly samples	14 ug/l	No	Naturally present in the environment
E. coli Bacteria	0	A routine sample and a report sample are total coliform positive and one is also fecal or E.coli positive	0	No	Human and animal fecal waste

2014 Lead and Copper Monitoring at Customers' Tap

Contaminant	Test Date	Units	Health Goal MCLG	Action Level AL	90th Percentile Value*	Number of Samples Over AL	Violation yes/no	Major Sources in Drinking Water
Lead	2014	ppb	0	15	2.5 ppb	0	No	Corrosion of household plumbing system; Erosion of natural deposits.
Copper	2014	ppb	1.3	1.3	170 ppb	0	No	Corrosion of household plumbing system; Erosion of natural deposits; Leaching from wood preservatives.

*The 90th percentile value means 90 percent of the homes tested have lead and copper levels below the given 90th percentile value. If the 90th percentile value is above the AL, additional requirements must be met.

Regulated Contaminant	Treatment Technique	Running annual average	Monthly Ratio Range	Violation yes/no	Typical Source of Contaminant
Total Organic Carbon (ppm)	The Total Organic Carbon (TOC) removal ratio is calculated as the ratio between the actual TOC removal and the TOC removal requirements. The TOC was measured each month and because the level was low, there is no requirement for TOC removal.				Erosion of nature deposits

2016 Special Monitoring

Contaminant	MCLG	MCL	Level Detected	Source of Contamination
Sodium (ppm)	n/a	n/a	4	Erosion of natural deposits

*EPA considers 50 pCi/l to be the level of concern for beta particles.

**Unregulated contaminants are those for which EPA has not established drinking water standards. Monitoring helps EPA to determine where certain contaminants occur and whether it needs to regulate those contaminants. Beginning in July of 2008, the Detroit Water and Sewerage Department (DWSD) began monitoring quarterly for unregulated contaminants under the Unregulated Contaminant Monitoring Rule 2 (UCMR3).

Key to Detected Contaminants Tables

Symbol	Abbreviation for	Definition/Explanation
MCLG	Maximum Contaminant Level Goal	The level of contaminant in drinking water below which there is no known or expected risk to health.
MCL	Maximum Contaminant Level	The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.
MRDLG	Maximum Residual Disinfectant Level Goal	The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
MRDL	Maximum Residual Disinfectant Level	The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
ppb	Parts per billion (one in one billion)	The ppb is equivalent to micrograms per liter. A microgram = 1/1000 milligram.
ppm	Parts per million (one in one million)	The ppm is equivalent to milligrams per liter. A milligram = 1/1000 gram.
NTU	Nephelometric Turbidity Units	Measures the cloudiness of water.
TT	Treatment Technique	A required process intended to reduce the level of a contaminant in drinking water.
pCi/L	Picocuries per liter	A measure of radioactivity. Picocuries (pCi) means the quantity of radioactive material producing 2.22 nuclear transformations per minute.
AL	Action Level	The concentration of a contaminant, which, if exceeded, triggers treatment or other requirements which a water system must follow.
HAA5	Haloacetic acids	HAA5 is the total of bromoacetic, chloroacetic, dibromoacetic, dichloroacetic, and trichloroacetic acids. Compliance is based on the total.
TTHM	Total Trihalomethanes	Total Trihalomethanes is the sum of chloroform, bromodichloromethane, dibromochloromethane, and bromoform. Compliance is based on the total.
n/a	Not applicable	
>	Greater than	

Information about lead: If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The City of Swartz Creek is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

Infants and young children are typically more vulnerable to lead in drinking water than the general population. It is possible that lead levels at your home may be higher than at other homes in the community as a result of materials used in your home's plumbing. If you are concerned about elevated lead levels in your home's water, you may wish to have your water tested and flush your tap for 30 seconds to 2 minutes before using tap water. Additional information is available from the Safe Water Hotline (800-426-4791).

Monitoring and Reporting to the DEQ Requirements: The State and EPA require us to test our water on a regular basis to ensure its safety. We met all the monitoring and reporting requirements for 2016.

We will update this report annually and will keep you informed of any problems that may occur throughout the year, as they happen. Copies are available at the Paul D. Bueche Municipal Building, 8083 Civic Dr., Swartz Creek, MI 48473. This report may not be sent to you.

GLWA voluntarily developed and received approval in 2016 for a source water protection program (SWIPP) for the Lake Huron Water Treatment Plant intake. The program includes seven elements that include the following: roles and duties of government units and water supply agencies, delineation of a source water protection area, identification of potential of source water protection area, management approaches for protection, contingency plans, siting of new sources and public participation and education. If you would like to know more information about the Source Water Assessment or the SWIPP please, contact your water department at 810-635-4464.

We invite public participation in decisions that affect drinking water quality. City Council meetings are the second and fourth Mondays of each month. For more information about your water, or the contents of this report, contact Thomas Svrcek at (810)635-4464. (www.cityofswartzcreek.org)]. For more information about safe drinking water, visit the U.S. Environmental Protection Agency at www.epa.gov/safewater/.

2016 Consumer Confidence Report is available at the Paul D. Bueche Municipal Building or the City website www.cityofswartzcreek.org.