

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday, September 24, 2018, 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 September 10, 2018 MOTION Pg. 17
5. **APPROVE AGENDA:**
 - 5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
 - 6A. City Manager's Report MOTION Pg. 3
 - 6B. AFSCME Letter of Understanding Pg. 40
 - 6C. Supervisors Amended Agreement Pg. 42
 - 6D. Draft 2019 Fire Board Budget Pg. 73
 - 6E. Planning Commission Zoning Notice Pg. 81
 - 6F. August Budget Report Pg. 82
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Fire Budget Approval RESO Pg. 13
 - 8B. Supervisors Amended Agreement RESO Pg. 14
 - 8C. Trail Maintenance Resolution RESO Pg. 15
 - 8D. Trail Match Resolution RESO Pg. 15
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

Next Month Calendar

Metro Police:	Wednesday, September 26, 2018, 10:00 a.m., Metro PD
Planning Commission:	Tuesday, October 2, 2018, 7:00 p.m., PDBMB
Park Board:	Wednesday, October 3, 2018, 5:30 p.m., PDBMB
City Council:	Monday, October 8, 2018, 7:00 p.m., PDBMB
Downtown Development Authority:	Thursday, October 11, 2018, 6:00 p.m., PDBMB
Fire Board:	Monday, October 15, 2018, 6:00 p.m., Public Safety Bldg
Zoning Board of Appeals:	Wednesday, October 17, 2018, 6:00 p.m., PDBMB
City Council:	Monday, October 22, 2018, 7:00 p.m., PDBMB

City of Swartz Creek Mission Statement

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

City of Swartz Creek Values

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

Honesty, Integrity and Fairness

The City expects and values trust, openness, honesty and integrity in the words and actions of its employees. All employees, officials, and elected officials are expected to interact with each other openly and honestly and display ethical behavior while performing his/her job responsibilities. Administrators and department heads shall develop and cultivate a work environment in which employees feel valued and recognize that each individual is an integral component in accomplishing the mission of the City.

Fiscal Responsibility

Budget awareness is to be exercised on a continual basis. All employees are expected to be conscientious of and adhere to mandated budgets and spending plans.

Public Service

The goal of the City is to serve the public. This responsibility includes providing a wide range of services to the community in a timely and cost-effective manner.

Embrace Employee Diversity and Employee Contribution, Development and Safety

The City is an equal opportunity employer and encourages diversity in its work force, recognizing that each employee has unlimited potential to become a productive member of the City's team. Each employee will be treated with the level of respect that will allow that individual to achieve his/her full potential as a contributing member of the City staff. The City also strives to provide a safe and secure work environment that enables employees to function at his/her peak performance level. Professional growth opportunities, as well as teamwork, are promoted through the sharing of ideas and resources. Employees are recognized for his/her dedication and commitment to excellence.

Expect Excellence

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

Respect the Dignity of Others

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

Promote Protective Thinking and Innovative Suggestions

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

City of Swartz Creek
CITY MANAGER'S REPORT
Regular Council Meeting of Monday, September 24, 2018 - 7:00 P.M.

TO: *Honorable Mayor, Mayor Pro-Tem & Council Members*
FROM: Adam Zettel, City Manager
DATE: September 19, 2018

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

✓ **MICHIGAN TAX TRIBUNAL APPEALS** *(No Change of Status)*

The golf appraisal continues. They do not appear to be cooperating and are offering low values for a settlement. Our strategy is to continue with the appraisal, which has been funded and awarded. We feel we are in a good position.

The 2017 Huizinga appeal has a hearing date for November. The 2016 appeal for this office was very unusual in terms of value sought by petitioner and because of procedural abnormalities by the petitioner and MTT. These anomalies included a drastic change in the requested value days before the end of the discovery process. The MTT accepted this change but denied the city an extension to respond. Because of this, we are leery of entering into negotiations.

Heather recommends that we attempt an appraisal of this and another claim from this office park. Though the values are low, the integrity of the office valuation in the city is at stake. We are working with the professional service firm that was previously retained for other appraisal work to complete both appraisals. The cost will be \$4,500-\$5,000 for both appraisals.

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

✓ **2017-2020 TRAFFIC IMPROVEMENT PROGRAM (TIP)** *(Update)*

Preliminary engineering and design is complete, and the grade inspection with the state is scheduled. We are on track to bid Fairchild Street this coming winter for 2019 construction.

After this three year cycle is complete, 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.

✓ **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.

Consumers Energy has erected lights on Daval! It appears the 2017 project area is due for lights in November. I am not sure why they started on Daval, but at least they are doing work.

Helmsley is now in the hopper for 2019 (excluding water main, which is newer). Design engineering is to be underway soon.

In other news, preventative maintenance for the following streets has been completed.

Jennie Lane (Bristol Road to Abbey Lane)
Miller Road (Dye Road to Morrish Road)
Parkridge Subdivision (All Streets)
Church Street (Morrish to Frederick)

As of writing, we expect the two downtown parking lots to be done in the next week or so.

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

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

Lining work is complete for Chelmsford and Valleyview Drives. Inspection of Winshall has also been completed. There were no unexpected abnormalities, work items, or damages reported. Mr. Svrcek will be debriefing with Liqui-Force and Rowe PSC about this project and future work soon.

We are also going to have camera footage of many Miller Road and downtown lines. This is being provided by Consumers Energy. They are performing the inspections because there is some concern that gas lines may have been bored through sewer lines during installation in the mid 90s.

This multi-year 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.

✓ **WATER MAIN REPLACEMENT** *(Update)*

We are moving forward with the USDA water main replacement project. OHM is beginning survey work and engineering. On September 13th, we met with the feds about other steps and conditions of funding. We are in a good position to benefit from the nearly \$5,000,000 grant/loan, with the understanding that we will be putting the project out to bid in 2019, with some components to be completed in 2020 and 2021.

In addition, the Genesee County Drain Commission - Water and Waste Services Division has officially given the city notice of their intent to update the 2003 Water Master Plan. 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.

As observed with the break that was experienced on December 18th, additional feeds from other directions are essential for the west end of the county.

The city has been working with the county to abandon the Dye Road water main in the vicinity of the rail line. Note that we are holding this action pending the master plan review. This line is prone to breaks, which can be very costly and dangerous near the rail spur. The intention would be to connect our customers to the other side of the street, onto the county line. It appears the transition cost would be about \$25,000. We will work with the county on this matter and report back on our findings.

Lastly, the city should probably complete full demolition on the "Brown Road" site (the old well head) and sell this property. This is not a high priority, but it is now on our radar.

✓ **POLICE SERVICE (Update)**

Metro PD is currently wrapping up the hiring process and expects to extend an offer next week. Our promotional process is underway with the written exam portion being administered Monday 9/17 with oral board examinations to follow within a couple of weeks.

The consolidated violations bureau which would include parking and code for both Swartz Creek and Mundy is still a work in progress. The request to increase parking fines still stands in order to enhance the deterrent effect.

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

The last of the lots acquired prior to the special assessment have been approved for sale. The city has two more lots that were acquired through the tax reversion process. If there is no objection, I will look to prepare instruments for the two units acquired in 2017 at new, negotiated pricing if requested by the buyer, JW Morgan, at some point in the future.

✓ **NEWSLETTER (Update)**

The newsletter is out. Let me know what you think.

✓ **HOLLAND SQUARE (Update)**

The city/DDA is proceeding with design of the streetscape and square features by the DDA, with the intention of bidding the project this winter and constructing improvements in 2019. A steering committee, similar to the street project review committee, is proposed to detail the improvements. The council will have the final say in design, award, and budget of this endeavor.

OHM Advisors is completing the design. Note that the professional service expenses will be covered by the DDA, with improvement costs to be spread among the DDA, city general fund, and the Exxon payment (now in the general fund). There is a total of \$200,000 in the DDA and city budgets for fiscal year 2019 that is related to this project. Estimates indicate the full scope of Phase I could be \$350,000, necessitating additional general fund dollars as an advance or contribution.

✓ **TRAILS** (*Business Items*)

The DNR grant has been scored, and we are resubmitting to improve the application and improve that score. Some items require tweaking. Some items only require submission of existing materials and policy verification. To that end, I am including a resolution that indicates stewardship of the trail by the city. This seems to be an obvious need, but I imagine some grants have gone to communities that assumed the state will maintain the asset after it is constructed. I am also updating the resolution for the commitment of match dollars based upon the most recent information.

The MDOT Enhancement grant appears to be conditionally awarded, but I will refrain from an announcement until money is obligated! We hope this covers 65% of the investment. Work with Consumers Energy and CN Rail is positive for those project components that require their engagement. We are still working with the MTA and GM on some easements and permissions.

The DNR grant can fund up to \$300,000 of the project as well. We will be seeking an amount close to that to offset the 35% that the city must cover to match the Enhancement grant. Again, we are submitting supplemental materials now.

Note that the city will still be heavily invested in this, even if both grants are awarded. Count on a general fund outlay of \$200,000 for all engineering, construction, and inspection services. This outlay will be required because the DNR requires that the city match 25% of the 'ask' from the DNR. So, the actual 'ask' will be 75% of what MDOT does not fund, leaving us with 25% of the DNR match of 35%.

Since this will get us close to the \$300,000 cap, we can expect to self-fund any overages, add-ons, and engineering that exceeds the limit. Again, the city WILL be using general fund dollars to make this connection happen.

The project timeline has changed based upon the engineer's recommendation in order to meet the DNR award schedule. We lose the 2018 construction season and have a new timeline as follows:

1. Plans and estimate complete March 15, 2019.
2. Grade Inspection package submitted March 29, 2019.
3. ROW certification March 29, 2019.
4. Matching funds certified March 29, 2019.
5. Project listed in approved TIP April 20, 2018- this date was not modified from the original application and I have a call into Jacob for verification.
6. Advertisement start date September 16, 2019.
7. Construction letting date November 4, 2019.
8. Construction start date January 20, 2020.
9. Construction end date September 21, 2020.

✓ **REDEVELOPMENT READY COMMUNITIES** (*Update*)

The planning commission is moving forward with implementing some changes to the zoning ordinance. This follows the zoning ordinance technical review that was done earlier this summer. The planning commission is making some immediate zoning

changes that are creating some noticeable barriers to mixed use buildings, outdoor dining/cafes, downtown signs/pickup windows, and similar restrictions. Lower priority changes are likely to follow.

CIB Planning is approved to complete this work, and they already have some changes proposed for review in front of the planning commission for their regular meeting on October 2nd.

The first meeting of the Economic Development Strategy Committee was Tuesday, July 31st at 10am, at the Paul D. Bueche Municipal Building. It went well and was well attended with members of the educational, business, non-profit, and resident community. The consultant gave an overview of the community and objectives. The group then engaged in a productive SWOT (strengths, weaknesses, opportunities, threats) analysis. Results will follow, and we expect an objective action plan.

As we proceed, I ask council members and other officers of the city to make every effort to engage themselves in the economic development strategy process and to encourage the engagement of our affiliates, such as the chamber, senior center, schools, etc.

The following RRC components are also at the forefront of our improvement and certification efforts:

- Development review flowchart and checklist **(In Progress)**
- Integrated community development webpage for city/DDA processes and programs **(Complete)**
- Economic Development Strategy for the city and its partners (chamber of commerce, schools, etc.) **(In Progress)**
- Public participation plan and tracking methods **(In Progress)**
- Consolidated capital improvement plan (compiled list of street, water, sewer, park and other investment for the next six years) **(Complete)**

✓ **BRANDING (Update)**

New letter head is on order, and the logo/tagline is being widely used in other media. I am working with the webpage manager to revamp our online presence. There are also recommendations for additional investments such as downtown and community wayfinding signage and similar features.

The developing relationship with the Swartz Creek Area Chamber of Commerce and the Economic Development Steering Committee will help to operationalize this branding strategy across the community.

✓ **DOG PARK (Update)**

The slip and slide event was a big success. About \$1,200 was raised for the dog park. The scouts are still active in fundraising and plan to complete this. The city assisted by leveling and increasing a grade where the dog park is proposed. It appears that another fundraiser may be in the works for September 27th, put on by the Baptist Church on Miller Road.

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

CE did a promotional event at Feather n Fin in August and is still drumming up support for their initiative. The webpage for this program is still up and running.

Part of the program includes a \$15,000 donation to one of two local projects. These projects included the future "Holland Square" and the trail system that is proposed. It appears the voting has ended and the trail will get the funds! Consumers will look to present the check sometime in 2019!

✓ **DURAND AREA INDUSTRY - PROJECT TIM (No Change of Status)**

There has been some positive chatter about the project in recent weeks. I can attest that many folks involved with the Shiawassee Economic Development Partnership and City of Durand were in Washington D.C. in June, apparently at the White House.

This project potential announcement and potential operation has political implications and drivers. It is clear to everyone that coal and steel production in the U.S. is a key objective of the current administration. Trade tariffs, incentives, and economic growth in the Midwest are all linked to these industries and are very dynamic. I will do my best to keep the council informed.

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

5157 Morrish Road has been sold. The vacant land on Wade Street has not been purchased, but the buyer says they will acquire it under approved terms.

✓ **8002 MILLER (Update)**

We now have a commercial lease for Laser's, using pre-existing terms and conditions.

The architect has drafted floor plans and has consulted the city and occupant regarding the repair and upgrades desired to accommodate the existing user and to modernize the upstairs residential unit. We do not have specifications or a price scope yet. The city council will obviously need to approve any and all bids for contractual services related to the rehabilitation.

The previous report follows:

The city opted to acquire one property this year through the county tax reversion process. The property is 8002 Miller Road, the building that houses Lasers Flower shop downtown. We do not hold the deed yet, but I intend to work with the owner on a game plan for renovation and use. We will also need a temporary lease and a potential plan for building sale.

The plan that appears most agreeable is to lease the building at a market rate to the current occupant with the understanding that all collected revenues will be put toward operations, maintenance, and renovation of the building. Since the tenant is able and willing to work with us on its use, and they are a willing buyer, I will look to bring back a renovation plan, budget, and timeline for proceeding.

The building is two levels, with an apartment on the second floor. The condition of the building is fair and functional, but there are areas in which updates and upgrades are required.

Note that the flower shop is a tenant and this foreclosure in no way reflects the status or fiscal health of that business. They do have an interest in working with the city on the condition of the building. They also have an interest in potentially taking ownership prior to or after improvements.

✓ **DON SHENK HOME SALE** *(No Change of Status)*

A purchase agreement has been approved by the city council and is available for public inspection. The council will see this again for affirmation on October 8.

✓ **MILLER ROAD DRAIN** *(No Change of Status)*

The proposal for repair has been approved, and an agreement prepared. We await the contractor to establish a schedule. Unfortunately, the affected homeowner has passed recently. A family member will be coordinating with the city on repairs.

✓ **GROUNDWATER WITHDRAWAL ORDINANCE** *(No Change of Status)*

The groundwater withdrawal ordinance for the Holland Square project is in the final phase. As noted previously, the practical impact of this is small, since wells are no longer permitted in the city and there are no known 'grandfathered' wells in the impacted area.

The council held a public hearing at our meeting on April 23rd. ExxonMobil, the Michigan DEQ, and other representatives will now be reaching out to property owners to research if there are any well impacts. Once this is done, we should be able to proceed with the ordinance. Representatives of Exxon indicated a fall timeline for approval.

✓ **CGI PROMOTIONAL VIDEO** *(No Change of Status)*

They are done! We will have them on the webpage soon.

✓ **SCHOOL FACILITY PROPOSAL** *(Update)*

There is a ballot initiative now for the Swartz Creek Community Schools. They are seeking 3.9 mils in the November general election for facility improvements. Does the council wish to take a formal stance on this matter?

✓ **PAUL FORTINO PROPERTY PROPOSAL** *(Update)*

The DDA considered next steps at their meeting on September 13th. They approved the commission of a survey and architectural renderings. Please see the DDA packet for details. In short, it appears the builder is interested in proceeding with fifteen 1,600 square foot, two story condos, with garages. There are opportunities and threats, of course, but exploration is proceeding methodically.

As noted in the last communication with the builder, there may be a potential 'ask' for sewer/water tap fee waivers in order to add value to other parts of the site. Though a

common practice in economic development, the city has not done this in recent history. I would be interested to know what the council thinks.

✓ **MUNICIPAL CIVIL INFRACTIONS VIOLATIONS BUREAU** *(No Change of Status)*

Metro Police, the city attorney, and staff continue to look at the transfer of the municipal infraction bureau as well, for reasons similar to the parking violations bureau. Since the police are the ones that we want enforcing violations for code, blight, and nuisances they should be maintaining the citations, records, and ability to prosecute. Doing so will require an ordinance amendment and subsequent administrative changes. I will keep the city council informed.

✓ **FIRE BOARD BUDGET** *(Business Item)*

The fire board approved their budget at their regular meeting on September 17th. The operational budget includes a routine inflationary increase this year, 3.5%. In addition, there is a proposal for another apparatus and some equipment purchases. The apparatus expense approaches about \$400,000 total, split between Swartz Creek and Clayton. Since the city has been setting funds aside for equipment, the additional impact out of the general fund is \$60,000. I have had many conversations with Chief Plumb and the Clayton Township Supervisor, and we have confidence in the budget and equipment purchase.

At the meeting on the 17th, the fire board is also recommending approval of a \$100,000 compressor. This has been something that they have been attempting to get for a long time. The city share of funds will need to come from unencumbered, unreserved fund balance. Chief Plumb will be at the meeting to explain further. I have included a resolution in the affirmative.

Moving forward, I continue to advocate for a more predictable, annualized contribution for equipment so that we are not faced with periodic large purchases that skew the budget and stress savings. Taking this a step further, it may be prudent to consider allocating equipment costs to use, the same way that labor costs are apportioned by their use. Since our needs are pretty equal at the moment, this may be a good time to proceed with accounting for equipment as an hourly expense to the municipality using the equipment, and including such expenses in the operating budget.

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

✓ **MONTHLY REPORTS** *(Update)*

The August budget report is included. You will observe the negative year to date balances in the general department heading for funds 402, 590 and 591. This is due to the accrual of interest at June 30th on CD's that mature in FY19 which results in a reversal in FY19. The negatives in the water and sewer revenues are similar because they have accrued revenue for June 30th with a reversal in FY19 and the new billing expected at the end of this September. Connie can field questions at the meeting.

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

✓ **PLANNING COMMISSION** *(Update)*

The commission will begin work on the expected zoning changes on October 2nd. A notice of such changes is included in the packet. The September meeting was cancelled. Otherwise there is no other pressing business at the moment.

✓ **DOWNTOWN DEVELOPMENT AUTHORITY (Update)**

The DDA met on September 13th. They are extremely busy, and their meetings are getting to be extremely well attended. The board approved two façade grants, engineering services for the streetscape, and architectural services for the townhome project. They discussed many other initiatives, including a Fall Family Fun Day on October 26th and the potential for a movie screen update. Good things are happening!

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

They held their annual meeting on March 21, 2018. This was their organizational meeting in which they selected officers. Mr. Packer remains Chair, Mr. Plumb remains Vice-Chair, and Mr. Smith remains the Secretary. There are no pending or expected variances, appeals, or interpretations at this time.

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

The Park Board met on September 5th. They debriefed the slip and slide event and set a new date for July 20, 2019. They did not make any recommendations for change as it relates to the Elms Park parking lot or the ground cover on the east end. Abrams Park tennis courts are in disrepair and require a new purpose.

Moving forward, the Christmas decorating contest judging will begin on December 9. Their next meeting is scheduled for October 3.

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

The BoR will be inactive until November. Robert Plumb has been appointed as the BoR alternate.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **AFSCME BARGAINING AGREEMENT (Update)**

Early in the summer, the council agreed to allow for stipends as additional compensation for AFSCME employees that possess water licenses. The intention was to consider potential compensation adjustments for office staff as well. It took some time, but we have identified the most important value-added certifications that such staff can acquire.

Based upon consultation with the bargaining unit and the professional union representative, the proposed changes were intended and can be an extension of the former letter of understanding. I have included that letter to illustrate the language that enables this provision. As such, we have finished the process administratively. I am including the additional compensation in the attached letter of understanding. The impact on the city for the first year is minimal since staff has not yet acquired any certifications beyond the election training. But then, that is why we wish to create the incentives!

As previously noted there is added compensation for those that acquire and maintain Election Officials Certification from the State of Michigan Bureau of Elections, Michigan Certified Assessing Technician, and/or Michigan Certified Assessing Officer status. I have also added compensation for planning and zoning certification through the MSU Extension. This may never be something staff pursue, but if they do it will be an asset in the office.

Because there are participating part time employees, I am advocating that such compensation be paid hourly instead of as a fixed stipend after the initial payment. This makes the added value proportionate to the hours work. For this reason, the initial payment is a stipend with the intention of making such certifications based on an hourly rate moving forward.

✓ **SUPERVISOR BARGAINING AGREEMENT (*Business Item*)**

Ms. Eskew has completed a three year, intensive clerk training program. The bargaining unit feels she is due for a raise. Based upon this request and other factors, I have amended a small section of the current bargaining unit agreement to effect this change. The agreement and resolution are included for consideration.

Council Questions, Inquiries, Requests, Comments, and Notes

Small Cities Meeting: The Small Cities meeting is to be in Swartz Creek on October 3rd, tentatively at the Metro Police Authority headquarters.

Yard Waste Collection Schedule: Yard waste is scheduled to be collected through November 26th. This is in the newsletter.

Family Emergency: My father, Chris Zettel, passed away rather suddenly on September 15th. He was a great man, and this has been tough for the family. I will likely be engaged in managing some family matters from time to time moving forward.

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, September 24, 2018, 7:00 P.M.**

Resolution No. 180924-4A MINUTES – September 10, 2018

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, September 10, 2018, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 180924-5A 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 September 24, 2018, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 180924-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of September 24, 2018, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**Resolution No. 180924-8A RESOLUTION TO APPROVE THE FISCAL YEAR 2019
BUDGET FOR THE FIRE DEPARTMENT**

Motion by Councilmember: _____

WHEREAS, the agreement for fire service between Clayton Township and Swartz Creek City indicates a specific process for budgetary review and approval by the municipalities; and,

WHEREAS, the staff of Clayton Township and the Swartz Creek City have found the proposed budget to be acceptable by both parties; and,

WHEREAS, the Swartz Creek Fire Board anticipates affirming the proposed budget at their regular meeting on September 17, 2018.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Swartz Creek approve the Fiscal Year 2019 Swartz Creek Area Fire Board Budget, a copy of which is attached hereto, gross maximum total not to exceed \$807,746.26, and further, appropriate an amount not to exceed \$403,873.13 from the City General Fund and the Fire Equipment Fund as directed by the Treasurer, to be paid commiserate of the agreement between the City of Swartz Creek and the Township of Clayton, payment being the City's obligation of one-half of the proposed total budget of \$807,746.26.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 180924-8B

RESOLUTION TO AMEND THE SUPERVISORS AGREEMENT AMENDMENT

Motion by Councilmember: _____

WHEREAS, the City Clerk, Ms. Eskew, was appointed on January 25, 2016 by virtue of city council adoption of an amended Swartz Creek Supervisors Association bargaining agreement that provided terms and conditions of employment, and;

WHEREAS, the City of Swartz Creek and the Swartz Creek Supervisors Association are parties to a certain Labor Agreement dated July 1, 2017, which provides for terms and conditions of the employment of the City Clerk, and;

WHEREAS, the Ms. Eskew has completed coursework and testing to acquire the Michigan Municipal Certified Clerk credentials, following three consecutive years of training, and

WHEREAS, the City Manager and the Supervisors Association have negotiated a compensatory stipend to be integrated into the Agreement.

NOW THEREFORE, BE IT RESOLVED the City of Swartz Creek City Council hereby affirms 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. 180924-8C

RESOLUTION TO APPROVE TRAIL MAINTENANCE

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek has partnered with Flint Township and the Genesee County Metropolitan Planning Commission to build a non-motorized trail, and

WHEREAS, the path, known as the Genesee Valley Trail, will connect Flint Township and Swartz Creek at Dye Road, stretching from Norko Drive to Elms Park; and

WHEREAS, the path will be an asset to the surrounding area for residents and visitors to use for necessary and recreational transportation, and

WHEREAS, the path will need to be maintained to ensure optimal safety and enjoyment for users.

NOW, THEREFORE, BE IT RESOLVED that the Swartz Creek City Council commits to maintaining the path in the City of Swartz Creek.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 180924-8D

RESOLUTION TO APPROVE THE SUBMITTAL OF A MICHIGAN DEPARTMENT OF NATURAL RESOURCES TRUST FUND GRANT FOR A MATCH TO THE MICHIGAN DEPARTMENT OF TRANSPORTATION GRANT FOR TRANSPORTATION ALTERNATIVES PROGRAM (TAP).

Motion by Councilmember: _____

WHEREAS, The City of Swartz Creek has recognized through its Parks and Recreation Committee the need to increase its trailway system; and

WHEREAS, the City has received grant funding from the Michigan Department of Transportation’s Transportation Alternative Program that the City must provide a match and engineering for a total project of \$1,005,700.00; and

WHEREAS, the City is requesting \$300,000.00 to come from the Michigan Department of Natural Resources Trust Fund Grant to be used towards the match of the Michigan Department of Transportation’s Transportation Alternative Program Grant and the project’s engineering; and

WHEREAS, the City is providing a 70% match to the Michigan Department of Natural Resources Trust Fund Grant of \$705,700.00, of which \$568,000.00 of the match is from the Michigan Department of Transportation’s Transportation Alternative Program Grant and \$137,700.00 is from the City’s general funds.

NOW, THEREFORE, BE IT RESOLVED THAT, the City Council hereby approves the Submittal of the Michigan Department of Natural Resources Trust Fund Grant and its match.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 09/10/2018**

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, Gilbert, Hicks, Porath.

Councilmembers Absent: Florence, Krueger, Pinkston.

Staff Present: City Manager Adam Zettel, Clerk Connie Eskew.

Others Present: Lania Rocha, Bob Plumb, Steve Shumaker, Tommy Butler, Bud Grimes, Erik & Dawn Jamison, Steve Shumaker, Faye Porath, Andy Harris.

EXCUSE COUNCILMEMBERS

Resolution No. 180910-01

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Hicks

I Move the Swartz Creek City Council excuse councilmember Florence, Mayor Pro Tem Pinkston and Mayor Krueger.

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

APPROVAL OF MINUTES

Resolution No. 180910-02

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Cramer

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday August 27, 2018, to be circulated and placed on file.

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

APPROVAL OF MINUTES

Resolution No. 180910-03

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Minutes of the Special Council Meeting held Wednesday September 5, 2018, to be circulated and placed on file.

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

APPROVAL OF AGENDA

(Carried)

Resolution No. 180910-04

Motion by Councilmember Cramer
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Agenda as, printed for the Regular Council Meeting of September 10, 2018, to be circulated and placed on file.

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

CITY MANAGER'S REPORT

Resolution No. 180910-05

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Hicks

I Move the Swartz Creek City Council accept the City Manager's Report of September 10, 2018, including reports and communications to be circulated and placed on file.

Discussion Ensued.

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

MEETING OPENED TO THE PUBLIC:

Steve Shumaker, 7446 Country Meadow Drive, commented on the 8002 Miller Road zoning, in regards to renting the apartment upstairs.

COUNCIL BUSINESS:

RESOLUTION TO APPROVE A COMMERCIAL LEASE AGREEMENT WITH LASERS FLOWERS AND GIFTS, LLC, LOCATED AT 8002 MILLER ROAD

Resolution No. 180910-06

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Cramer

WHEREAS, the city has acquired a commercial structure located at 8002 Miller Road, Parcel ID Number 58-35-576-049, that is in need of repairs and improvement; and

WHEREAS, the structure is occupied by an existing business that leases the bottom floor for retail space; and

WHEREAS, the council finds that it is in the best interest of the economic viability of the structure and surrounding neighborhood to improve the function of the building for the existing retail use and upper floor residential use; and

WHEREAS, the council apportioned funds for professional services to provide advice and to formalize specifications for the renovation of such structure.

WHEREAS, the retail tenant continues to occupy the space without a valid lease agreement, and the city wishes to remedy this situation to provide expectations of occupancy that meet market expectations; and

WHEREAS, city council approval is not required for the City Manager to negotiate and enter into a lease of one year or less in duration per the Land Sale Policy of 2014; and

WHEREAS, the city may recover invested costs upon sale of the residence, but additional proceeds must be turned over to the appropriate county agency; and

NOW, BE IT RESOLVED, the Swartz Creek City Council hereby approves the lease agreement with Lasers Flowers and Gifts, LLC, as included in the city council packet of September 10, 2018.

BE IF FURTHER RESOLVED, the City Council directs the Mayor to execute the agreement on behalf of the city and further directs the Treasurer to account for

any proceeds from rents collected along with any future sale proceeds of the property.

Discussion Ensued.

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

RESOLUTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH LEGACY ASSESSING SERVICES, INC.

Resolution No. 180910-07

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Hicks

I Move the City of Swartz Creek approve an agreement with Legacy Assessing Services, Inc., of Fenton, Michigan, agreement as follows:

**AGREEMENT FOR
PROFESSIONAL ASSESSOR SERVICES**

This Agreement ("Agreement"), made and entered into this 10th day of September, 2018 by and between the **City of Swartz Creek**, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek Michigan 48473 ("City") and, **Legacy Assessing Services, Inc.**, 110 Mill St, P.O. Box 489, Fenton Michigan 48430 ("Legacy").

WHEREAS, the City desires to retain Legacy Assessing Services, Inc., as an independent contractor, to perform the duties as its certified assessor; and

WHEREAS, Legacy Assessing Services, Inc. has qualified personnel with the proper State CMAE certification to act in that capacity for and on behalf of the City; and

WHEREAS, the parties wish, by this Agreement, to define their respective rights and responsibilities during the term of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto, acting by and through their duly authorized representatives, **HEREBY AGREE AS FOLLOWS:**

SECTION I: BASIC SERVICES OF LEGACY

Legacy Assessing Services, Inc. shall perform the following service for and on behalf of the City.

1.1 General Duties:

Legacy Assessing Services, Inc. shall be required to perform all duties of an assessor pursuant to City Charter, Michigan statutory and case law, Michigan State Tax Commission rules, regulations and policies, and all other rules and guidelines established for the proper performance of said position, as same may from time to time be amended, while this Agreement is in effect, and shall conduct and perform same in accordance with all applicable standards of professional conduct required of such Assessors. If material changes in the laws, statutes, rules, guidelines or City Charter during the term of this Agreement result in

a substantial additional work burden on Legacy Assessing Services, Inc., Legacy Assessing Services, Inc. and the City agree to enter into good faith negotiations regarding possible amendments to this Agreement. For purposes of this paragraph, the term “substantial additional work burden” shall be determined to exist by mutual agreement of Legacy Assessing Services, Inc. and the City. If they cannot agree as to whether a substantial additional work burden has been imposed upon Legacy Assessing Services, Inc., Legacy Assessing Services, Inc. and the City shall select a mutually agreeable mediator/arbitrator who shall facilitate the negotiations to assist the parties in reaching such a determination, and if an impasse is reached in such negotiations, shall make said determination. The determination of the mediator/arbitrator shall be final, however, said mediator/arbitrator shall not have authority to establish the amount of additional compensation, if any.

1.2 Office Hours:

During the term hereof, Legacy Assessing Services, Inc. shall maintain office hours at City Hall at the above address, as follows:

A. Legacy Assessing Services, Inc. shall devote at least one workday each week to maintaining office hours at the City offices for public appointments. The parties shall specifically agree upon a regular schedule for the maintenance of such office hours. In the event Legacy Assessing Services, Inc. is unable to be present for office hours on the appointed days, it shall notify the City of the fact as soon as is reasonably practicable and an alternative day shall be substituted.

B. If the specified office days of Legacy Assessing Services, Inc. fall on a day recognized as a holiday for City employees, then it will be recognized as a holiday by Legacy Assessing Services, Inc..

1.3 Public Relations/Customer Service:

Legacy Assessing Services, Inc. shall work with and advise property owners in the ad valorem taxation system in an attempt to eliminate adversarial situations and establish positive public relations. The parties acknowledge that holding specific office hours for the public is valuable in the process of providing high quality customer service. The City wants to ensure that members of the public and City staff that need information from Legacy Assessing Services, Inc., or wish to speak to Legacy Assessing Services, Inc., are able to do so on a relatively convenient basis. In that regard, in addition to the hours specified in Paragraph 1.2, Legacy agrees to meet with or contact residents and City staff members beyond normal office hours as appropriate to address their tax assessment-related concerns. Phone calls and answers to emails and faxes will be responded to in a timely manner, with every effort made to respond to same within 24 hours of receipt by Legacy Assessing Services, Inc..

1.4 New Construction/Loss Adjustment:

During the term of this Agreement, Legacy Assessing Services, Inc. shall physically observe all new construction and real estate improvements through cooperation with the Zoning Administrator and will review all building permits. A copy of all building permits shall be provided for Legacy Assessing Services, Inc.'s use. All permits shall be provided with the correct permanent parcel identification number entered thereon. Likewise, Legacy Assessing Services, Inc. shall physically observe damaged or destroyed properties with respect to the making of any loss adjustments as shall be necessary in the performance of her duties.

1.5 Economic Condition Factors (ECF):

During the term hereof, Legacy Assessing Services, Inc. shall review and prepare new land values and economic condition factors (ECF) by areas and apply these factors to property records so that the current assessment is reflected as 50% of true cash value on the assessment record.

1.6 “Proposal A” Requirements:

The requirements of Michigan Public Act 415 of 1994 and all related property tax reform legislation amendments and updates shall be followed and monitored as required. This includes by example, but is not limited to, the filing of all associated reports and forms to fulfill the following requirements:

- A. Approve or deny homestead and agricultural exemptions;
- B. Track property transfer affidavits, matching them with deeds within 45 days of being filed;
- C. Apportion the homestead portion of a combination-use building;
- D. Determine the homestead status of parcels resulting when homestead parcels are split or; and
- E. Calculate both assessed and tentative taxable values for all parcels, taking into consideration losses, new construction and replacement in any given year.

1.7 Assessment Roll Preparation and Records:

Legacy Assessing Services, Inc. shall enter the assessments onto the Ad Valorem and Industrial Facilities Tax (IFT) assessment rolls and prepare the warrant authorizing the collection of taxes by the City Treasurer. Legacy Assessing Services, Inc., in cooperation with the City Treasurer, City Clerk shall also enter any delinquent City utility payments onto the appropriate rolls. Assessor shall prepare, obtain and maintain, as necessary or desirable, such property cards, photographs, measurements, sketches, records and documents to meet all requirements set by the City and/or the State of Michigan regarding such assessment rolls and shall organize same on a basis that will provide easy access and comprehension of the information contained in each respective file and regarding each respective roll. Such information shall be entered into the City's records system in a reasonable timely fashion.

1.8 Reports:

The City may require Legacy Assessing Services, Inc. to prepare periodic reports and/or address the City Council regarding the overall activities, progress, problems and corrective measures regarding the various aspects of the duties of Legacy Assessing Services, Inc., under this Agreement. The City shall have the right at any time to require Legacy Assessing Services, Inc. to make available to the City, within 48 hours of notice being provided, all records and documents developed and maintained by Legacy Assessing Services, Inc. under the terms of this Agreement for review and/or audit. All time spent in the preparation and presentation of such reports or in gathering and making information available to City by Legacy Assessing Services, Inc. shall be deemed a part of the services contracted under the terms and provisions of this Agreement.

1.9 Board of Review:

Legacy Assessing Services, Inc. shall keep records regarding the March Board of Review session in accordance with City Charter, attached hereto as “Exhibit A”.

Legacy Assessing Services, Inc. shall advise and provide adequate information to the Board of Review members as to how the assessments, capped and taxable values were determined to allow them to determine how best to decide a taxpayer's appeal; such information shall include the following:

- A. Sales map indicating all neighborhood increases or decreases
- B. Sales “comparable” book to include the following:
 - 1. Current picture
 - 2. Sales price versus assessment at time of sale
 - 3. Building permits issued before or after the sale.

Legacy Assessing Services, Inc. shall also maintain records for the July and December Boards of Review and shall advise and provide adequate information to the Board of Review members as to how the assessments, capped and taxable values were determined

1.10 Sales and Appraisal Studies:

Legacy Assessing Services, Inc. shall prepare sales studies using available data, evaluate all equalization and/or appraisal studies, and respond as appropriate.

1.11 Forms:

Legacy Assessing Services, Inc. shall file all forms fully completed with the Genesee County Equalization Department, State Tax Commission and other agencies and entities, as required, in a timely manner.

1.12 Defense of Appeals:

This Section shall apply to real and personal, IFT and ad valorem property tax appeals.

The City shall retain ultimate control of all litigation and settlement negotiations. Legacy Assessing Services, Inc. shall operate under the direction of the City Manager in any litigation regarding a tax appeal, including appeals to the Small Claims Division.

Legacy Assessing Services, Inc. shall defend all appeals to the Small Claims Division of the Michigan Tax Tribunal. This shall include, but not be limited to, filing necessary petitions, preparing and submitting such material, statistics and other information as is necessary to properly defend any such appeal, and appearing at all hearings and meetings as are required for the purpose of defending said appeal. The City hereby authorizes Assessor to settle, where Legacy Assessing Services, Inc. deems it appropriate or advisable, any appeal where the difference in SEV is \$150,000 or less. All the foregoing regarding appeals to the Small Claims Division is deemed to be included the services compensated pursuant to the terms and provisions of this Agreement. If, in the opinion of the City, additional outside consulting services are needed, the City shall be responsible for the cost of such services.

In all other potential appeals to the Michigan Tax Tribunal or State Tax Commission, Legacy Assessing Services, Inc. shall provide as part of the services included under the terms and provisions of this Agreement, such time and effort as is necessary to properly provide to the City information, documents, analysis and advice as may be required in the determination of Legacy Assessing Services, Inc. or the City to forestall the formal filing of an appeal or to settle a disputed case up to the date of the filing of a petition appealing a decision of the City or any of its agencies or boards to the Michigan Tax Tribunal or State Tax Commission. After the filing of said petition, Legacy Assessing Services, Inc. shall be available to the City for such further assistance as is required by the City in the defense of such appeal. Legacy Assessing Services, Inc. shall be available as an expert witness on behalf of the City in any proceedings. In the event of the termination of this Agreement and the necessity for the services of Legacy Assessing Services, Inc. for purposes of consulting, review of information, analysis or expert testimony after the date of termination, Legacy Assessing Services, Inc. shall be available, notwithstanding the termination of this Agreement, for assistance in the defense of such appeals, provided, same shall not apply to appeals filed in the Small Claims Division of the Michigan Tax Tribunal. Legacy Assessing Services, Inc. shall keep the City Manager informed of all appeals and provide the City Manager with recommendations, the manner in which the appeals are to be handled, proposed settlements and other similar advice.

The above provisions of this Paragraph 1.12 regarding appeals shall apply equally to any appeal of a personal property tax assessment.

1.13 Reappraisal Program:

Legacy Assessing Services, Inc. shall continue to reappraise parcels in the City each year, as time permits, to ensure proper assessments when parcels are “uncapped.” Maintenance renovations to structures are to be tracked so that said costs can be claimed as “new construction” when property is sold rather than treated as an increase in value that is subject to “uncapping” and results in the possibility of a Headlee rollback. The State Tax Commission recommends regular re-inspection of each property, preferably every five years. Legacy Assessing Services, Inc. shall work to meet guidelines and standards of the Tax Commission.

1.14 Personal Property Statements, Canvas and Audits:

Legacy Assessing Services, Inc. shall prepare and maintain the mailing list for personal property tax statements and maintain records for personal property including data entry and calculation of depreciated values and their extension within each statement. Legacy Assessing Services, Inc. shall conduct a personal property canvas to ensure equity among business owners within the City. Legacy Assessing Services, Inc. is required to perform random personal property audits when warranted by questionable data or lack of submitted data.

1.15 Equalization Increases:

Legacy Assessing Services, Inc. shall strive to eliminate across-the-board increases in property values by applying any increases received through the Genesee County Equalization Department to appropriate areas by using the economic condition factors hereinabove described, by adjustment of individual property assessments to 50% of true cash value, or as required by the State Tax Commission, in order to achieve maximum equity by class, and in accordance with the latest laws and regulations then in force.

1.16 Land Division Applications:

Legacy Assessing Services, Inc. shall work with and assist the City Zoning Administrator in reviewing property descriptions, land division and combination applications for compliancy with local ordinance and the Michigan Land Division Act. Such combinations and divisions shall be placed on the assessment rolls in a timely fashion.

1.17 Assessor Certification:

Legacy Assessing Services, Inc. shall be, and maintain a minimum certification as a Level III Assessor, or STC reclassified equivalent) in the State of Michigan.

1.18 Transportation and Equipment:

Legacy Assessing Services, Inc. shall provide all necessary transportation and field equipment to perform the services and meet the requirements of this Agreement.

1.19 Indemnification/Employment:

The parties hereto acknowledge that all personnel that may or might be utilized by Legacy Assessing Services, Inc. in the performance of his/her duties hereunder shall, for all purposes, be considered employees of Legacy Assessing Services, Inc. and not employees of the City. Legacy Assessing Services, Inc. shall be responsible for Worker’s Compensation, Unemployment Compensation, state and federal withholding and payment of personnel. Legacy Assessing Services, Inc. shall indemnify the City and hold the City harmless from any claim, cause of action or other liability that may or might arise by virtue of any claim of any employee of Legacy Assessing Services, Inc. relating to his/her employment by, or as Legacy Assessing Services, Inc..

1.20 Preparation of DDA and Reporting:

Legacy Assessing Services, Inc. shall be responsible for the recording of any property value changes, new or loss, on the ad valorem and IFT rolls relating to the designation of properties within the Downtown Development Authority (DDA).

1.21 Assessor's Recommendations:

Legacy Assessing Services, Inc. shall prepare periodic recommendations and conclusions regarding the current state of the City's assessment rolls, by class, together with specific recommendations concerning actions that, in the opinion of Legacy Assessing Services, Inc., should be taken in order to achieve maximum equity in the assessment rolls and compliance with all State Tax Commission rules, regulations and guidelines.

1.22 Security of Information:

If any documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications or other products or materials are held in the possession of Legacy Assessing Services, Inc. outside of the City offices, then Assessor shall be under an affirmative duty to provide adequate security to safeguard said materials from fire, theft and other hazards of a like nature or type, while same are in possession of Legacy Assessing Services, Inc.. This may include, but not be limited to, providing for a fire proof safe or vault in which to store same, preparing and holding duplicates of same in the possession of Legacy Assessing Services, Inc., but separately or providing same to the City for possession.

1.23 Optional Services:

Legacy Assessing Services, Inc. is not responsible for determination and preparation of special assessment rolls for City projects such as sewer, street, drain, etc. The City may request Legacy Assessing Services, Inc. to perform such services at a rate of compensation agreed to by separate agreement. Legacy Assessing Services, Inc. shall, however, report outstanding special assessments, properly completed, on forms required by the State Tax Commission, and same shall be deemed part of the services required by this Agreement.

SECTION II: TERM OF AGREEMENT

2.1 Contract Period:

Legacy Assessing Services, Inc. shall commence performance of the services herein required on October 1, 2018. Unless sooner terminated, this Agreement shall, by its terms, expire September 30, 2019.

2.2 Mutual Right of Termination:

Either party may terminate this Agreement upon ninety (90) days written notice to the other, United States Certified / Registered Mail, return receipt requested, at the addresses as indicated within. This right of termination is specifically exercisable at the sole discretion of either party, and requires no just cause nor other reason or justification for the exercise thereof. The effective date of such termination shall be ninety (90) days from the date of mailing of such notice.

2.3 Termination for Cause or Breach:

Notwithstanding anything to the contrary on this Agreement, either party may immediately terminate this Agreement in the event of material breach by the other. In such case, either party may seek such remedies as shall be available, at law or equity.

2.4 Notice of Termination:

Upon receipt of notice of termination or upon termination of this Agreement by expiration of its term, Legacy Assessing Services, Inc. shall immediately deliver to the City the originals and original copies of all data, paper and computer files, drawings, specifications, reports, value estimates, summaries and other information and materials as may have been accumulated by Legacy Assessing Services, Inc. in performing this Agreement, whether completed or in process and same shall be in unaltered form, readable by the City. In the event of the failure or refusal of Legacy Assessing Services, Inc. to forthwith deliver the above referenced materials, documents and files, City may seek a Circuit Court order compelling the production of same forthwith, and Legacy Assessing Services, Inc. herein expressly waives notice of hearing thereon agreeing that a mandatory injunction may immediately issue due to the fact that the failure to receive the stated materials, documents and files will result in irreparable harm to the City without leaving the City an adequate remedy at law, thereby entitling the City to an immediate judgment in its favor in this regard. The City shall be entitled to damages from Legacy Assessing Services, Inc. for any information, materials or documents that are turned over to the City in unusable or altered form.

2.5 Amendment/Renegotiation:

Nothing herein contained shall be construed to limit or abrogate the rights of the parties to modify or amend this Agreement at any time hereafter, provided however, that no such amendment or modification shall be effective unless in writing and duly executed by both parties hereto, through their authorized representatives.

If the Agreement is not reviewed or extended prior to its expiration date and the City desires to have Legacy Assessing Services, Inc. continue on a month-to-month basis, the fee will be that which existed for the final month of the original term, being September, 2018.

SECTION III: PAYMENT

3.1 Compensation for Basic Services:

During the term of this Agreement, the City agrees to pay to Legacy Assessing Services, Inc., for performance of the Basic Services set forth in Section I of this Agreement, an amount equal to \$30,792 yearly (thirty thousand, seven hundred and ninety-two dollars). Legacy Assessing Services, Inc. shall invoice the City an amount equal to \$2,566 on a monthly basis, net due 20 days.

3.2 Pro-ration of Payments on 90-Day Termination:

In the event this Agreement is terminated pursuant to Paragraph 2.2, the City shall pay Legacy Assessing Services, Inc. to the date of termination on a prorated daily basis for any part of a month for which services have been rendered by Legacy Assessing Services, Inc. and for which no compensation has been received.

SECTION IV: CITY RESPONSIBILITIES

4.1 Basic Data:

The City shall provide access to Assessor to property description files as currently exist as of the date of execution of this Agreement, containing initial information such as property number, legal description, owner and address information, as well as all data that the City may possess concerning such properties (i.e. measurements, sketches, photographs, etc.)

4.2 Office Equipment:

The City shall provide Legacy Assessing Services, Inc. with appropriate tax parcel maps, office space and furniture, telephone, voice mail, personal computer, printers, copying machine, fax machine and office supplies (as defined in Paragraph 4.5) as reasonably needed during the duration of this Agreement.

Assessor acknowledges that some of the equipment (i.e. fax, printers, copying machine) is shared among all administrative office personnel and Legacy Assessing Services, Inc. will not have exclusive use of such equipment.

Legacy Assessing Services, Inc. shall have access to the City's computer network for the use of the following software products: BS&A Equalizer Assessing & Tax Modules, MS Word, Excel Spreadsheets, Arcview, Pictometry or any other similar software that may assist in maintaining quality assessing records. Legacy Assessing Services, Inc. shall not use any other software within the City's network, download, or upload any software to the City's network, except with the City Manager's prior approval. Legacy Assessing Services, Inc. shall be liable for any adverse consequence upon the City's computer network or function caused by any software introduced in the network by Legacy Assessing Services, Inc. without prior consent of the City.

Legacy Assessing Services, Inc. agrees that City equipment shall be used only for the purposes of fulfilling Assessor's obligations under this Agreement and shall not be used for personal reasons or to conduct other business not authorized under this Agreement.

4.3 Computer:

The City shall supply computer hardware, software and peripherals to perform the property pricing and valuation. The City will maintain the hardware, software and peripheral equipment through a regular maintenance program. The City will back up the system on a daily basis with alternate tapes or disks. Any data loss not due to the negligence of Legacy Assessing Services, Inc. as a result of hardware or software malfunction will be replaced at the City's expense.

4.4 Map Maintenance/Tax Roll Printing:

The City shall assume the responsibility for printing, stuffing and mailing of the assessment change notices, assessment rolls, tax bills, maps, etc. during the term of this Agreement. Legacy Assessing Services, Inc. shall develop and maintain land value maps showing dates of property sales, sale amounts and ratio to the current estimated value of the property.

4.5 Office Supplies:

The City shall provide Legacy Assessing Services, Inc. with office supplies, including computer paper, file folders, hanging folders, new State Tax Commission Assessor's Manual Volumes I and II, assessment notices and forms, postage and such other supplies as shall be necessary for the performance of Assessor's responsibilities hereunder.

4.6 Existing ECF Areas:

The City will provide Legacy Assessing Services, Inc. with all currently existing information as available in the City files concerning previously completed E.C.F. studies and subsequent conclusions reached by the former City Assessors.

4.7 Preparation of DDA and Reporting:

The Treasurer shall be responsible for the compilation and reporting of all necessary data, forms and documents relating to the operation, tax increment capture and financial condition of the D.D.A.

4.8 Legal Counsel:

The City shall supply legal counsel, at its expense, for Small Claims and full Tax Tribunal hearings, should the need arise.

SECTION V: RE-APPRAISAL, NON-BASIC SERVICES

5.1 Additional Services (Pricing/Reappraisal):

In the event that the City desires to implement some or all of the recommendations made by Legacy Assessing Services, Inc. as herein contemplated, the City may request and Legacy Assessing Services, Inc. shall provide such services as are desired by the City, provided however, an addendum to this Agreement, reduced to writing and executed by both parties, shall set forth the terms and provision under which the additional services shall be rendered. Such addendum shall specify the nature, extent and timetable for the performance of such additional services and establish the rate of compensation therefor.

5.2 Implementation/Responsibility:

The parties acknowledge that it shall be the sole responsibility of the City to determine the nature and extent of implementation of Legacy Assessing Services, Inc.'s recommendations under this Section or any other additional, non-basic services. To that end, the City assumes responsibility for defense of any claim, cause of action or other proceeding that may or might be instituted by the Michigan State Tax Commission, or other entity, arising from any failure, or alleged failure, to implement such recommendations.

SECTION VI: MISCELLANEOUS PROVISIONS

6.1 Relationship Between City and Assessor:

In the fulfillment of the services provided herein Legacy Assessing Services, Inc. and his/her employees, agents and officers shall be at all times be deemed in a relationship of independent contractor to the City.

6.2 Indemnification/Insurance:

Legacy Assessing Services, Inc. shall secure and maintain general liability and property damage, unemployment, errors and omissions, workers' disability compensation, automobile liability and any other insurance required by law for Legacy Assessing Services, Inc., or his/her employees, agents or officers as will protect him/her and the City from claims under the Worker's Compensation Acts and from claims for bodily injury, death or property damage that may arise from his/her negligence or that of his/her employees in the performance of services under this Agreement or failure to properly perform his/her duties as Assessor. Legacy Assessing Services, Inc. shall save the City harmless and indemnify the City from any claims for bodily injury, death or property damage that may arise due to his/her acts or negligence or that of his/her employees in the performance of services under this Agreement or that arise from error or omissions to properly perform duties as Legacy Assessing Services, Inc.. Legacy Assessing Services, Inc. shall, however, have no liability arising out of adjustments to assessments or other actions by Legacy Assessing Services, Inc., the City's Board of Review and/or the Michigan Tax Tribunal if such adjustments or actions result from honest differences of opinion regarding the value of the subject property and if Legacy Assessing Services, Inc. established the assessment pursuant to professional assessment standards. Said policies shall be in such minimum amounts as shall from time to time be acceptable to the City or as set by the City.

A Certificate of Insurance incorporating such requirements and naming the City and its officers and employees as an Additional Insured Party and Certificate Holder along with a certificate showing its premium has been paid and a copy of the policy shall be filed each year with the City Clerk. Any such insurance policy shall provide the City will be given at least thirty (30) days advance notice before cancellation of the policy. The coverage's provided by the General Liability and Automobile Liability policies of Legacy Assessing Services, Inc. shall be primary to any insurance maintained by the City.

6.3 Non-Assignability:

The parties to this Agreement acknowledge that, inasmuch as the Agreement is in the nature of a Personal Services Contract, and as the City's decision to contract with Legacy Assessing Services, Inc. is based in part on the perceived expertise and ability of Legacy Assessing Services, Inc., it is agreed that Legacy Assessing Services, Inc.'s duties and obligations hereunder may not be assigned, transferred nor conveyed without the advance written approval of the City. Nothing in this Agreement shall prevent Legacy Assessing Services, Inc. from employing such employees or agents, as Legacy Assessing Services, Inc. shall deem reasonably necessary to assist him/her in the performance of obligations under this Agreement. Also, in the event that vacation, illness, injury or incapacity in any form, whether elective or imposed, should cause Legacy Assessing Services, Inc. to be unable to personally fulfill the terms and obligations of this Agreement for a period exceeding three (3) calendar weeks (21 days), Legacy Assessing Services, Inc. shall provide the City, at Legacy Assessing Services, Inc.'s expense, a certified Level III Assessor to perform any and all such functions as required by this Agreement for the complete term of the absence or incapacity. The City reserves the right to approve or reject, without cause and at its sole discretion, any Assessor designee named to "fill-in" for Legacy Assessing Services, Inc. for a period exceeding two (2) calendar months (60 days), and to consider, as mutually agreed by the parties hereto, that a rejection of said Assessor designee shall constitute a material breach of the Agreement pursuant to the "material breach" provision of Section 2.3 herein.

6.4 Professional Standards:

Legacy Assessing Services, Inc. shall be responsible, to the highest levels of competency presently maintained by other practicing professional assessors and appraisers, for the professional and technical soundness, accuracy and adequacy of property valuations, drawings, property inspection data and all other work and materials furnished under this Agreement. At the time of commencement of performance, Legacy Assessing Services, Inc. shall be properly certified, equipped, organized and financed to perform the services required by this Agreement. Subject to compliance with the requirements of this Agreement, Legacy Assessing Services, Inc. shall work independently.

6.5 Ownership of Documents:

All documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications and other information, products or materials produced or held by Legacy Assessing Services, Inc., of whatsoever nature or type, in connection with this Agreement shall be the sole property of the City with the City having sole and exclusive right, title and interest in any and all records, compilation, documents, papers, maps or manuscripts pertaining to or prepared pursuant to this Agreement. All of the foregoing shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if any of the foregoing, prepared by Legacy Assessing Services, Inc., are used for purposes other than those intended by this Agreement, the City does so at its sole risk and agrees to hold Assessor harmless for such use. All services performed under this Agreement shall be conducted solely for the benefit of the City and will not be used for any other purpose by Legacy Assessing Services, Inc. without written consent of the City. Any information relating to the services shall not be released without the written permission of the City. Legacy shall act and preserve the confidentiality of all City documents and data accessed for use in Legacy Assessing Services, Inc. work products to the extent allowed or required by law. Any requests for information under the Freedom of Information Act shall be immediately forwarded to the City Manager for a proper determination of the response to be provided.

6.6 Validity:

If any paragraph or provision of this Agreement shall be determined to be unenforceable or invalid by any court of competent jurisdiction, such provision shall be severed and the remainder of this contract shall remain in force.

6.7 Survival:

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of all services of Assessor under this Agreement or the termination of the Agreement for any reason.

6.8 Controlling Law/Venue:

This Agreement is to be governed by the laws of the State of Michigan. It is mutually agreed that, in the event of any proceeding, at law or at equity, arising under this Agreement or breach thereof, that the venue of any such action shall be in the County of Genesee and the State of Michigan.

6.9 Authorization:

The respective signatories hereto expressly acknowledge that this Agreement is made and entered into with full authority of the City of Swartz Creek Council and Legacy Assessing Services, Inc. and that the persons executing this Agreement on behalf of the respective parties have been duly authorized and empowered to make and enter into this Agreement by said Council and said Assessor.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF SWARTZ CREEK, MICHIGAN:

LEGACY ASSESSING SERVICES, INC.

By: _____
David A. Krueger, Mayor

By: _____
Heather MacDermaid, Partner

By: _____
Connie Eskew, City Clerk

EXHIBIT "A"
City of Swartz Creek, Charter Provisions, Taxation

CHAPTER 9. TAXATION*

***State law references:** General property tax act, MCL 211.1 et seq., MSA 7.1 et seq.

Section 9.1. Power to tax--Tax limit.

The city shall have the power to assess taxes and to lay and collect rents, tolls, and excises. During the first five years of the existence of the city, the annual general ad valorem tax levy for municipal purposes shall not exceed one-half of one per cent (5 mills) of the assessed value of all real and personal property in the city as determined by the City's Assessor and Board of Review, or one-quarter of one per cent (2 1/2 mills) of such assessed value, as equalized by the State of Michigan, as required by law, whichever basis of limitation will result in the lesser taxation upon the taxable property in the city. Thereafter, the levy shall not exceed one per cent of the said assessed value as determined by the City's Assessor and Board of Review, or one-half of one percent (5 mills) of such value as equalized by the State of Michigan, as required by law, whichever basis of limitation will result in the lesser taxation upon the taxable property in the city, unless the proposition to approve an increase above the tax rate so limited is first approved by the electors of the city. No such increase shall cause the total tax rate to exceed two per cent of the assessed value of all real and personal property in the city.

State law references: Mandatory that Charter provide for annually levying and collecting taxes, MCL 117.3(g), MSA 5.2073(g).

Section 9.2. Subjects of taxation--Tax procedure.

- (a) The subjects of ad valorem taxation for municipal purposes shall be the same as for state, county, and school purposes under the general law.
- (b) Except as otherwise provided by this chapter, city taxes shall be assessed, levied, and collected in the manner provided by law.

State law references: Mandatory that Charter provide that subject of taxation for municipal purposes shall be the same as for state, county and school purposes under general law, MCL 117.3(f), MSA 5.2073(f); property subject to taxation, MCL 211.1 et seq., MSA 7.1 et seq.

Section 9.3. Exemptions.

The power of taxation shall never be surrendered or suspended by any grant or contract to which the city shall be a party. No exemptions from taxation shall be allowed, except such as are expressly required or permitted by law.

State law references: Property exempt from taxation, MCL 211.7 et seq., MSA 7.7 et seq.

Section 9.4. Tax day.

Subject to the exceptions provided or permitted by law, the taxable status of persons and property shall be determined as of the thirty-first day of December, or such other date as may subsequently be required by law, which shall be deemed the tax day. Values on the assessment roll shall be determined according to the facts existing on the tax day for the year for which such roll is made, and no change in the status or location of any such property after that day shall be considered by the Assessor or the Board of Review.

State law references: Designation of tax day, MCL 211.2, MSA 7.2; time, place and method of assessment, MCL 211.10 et seq., MSA 7.10 et seq.

Section 9.5. Personal property--Jeopardy assessment.

If the Treasurer finds or reasonably believes that any person who is, or may be, liable for taxes upon personal property, the taxable situs of which was in the city on tax day, intends to depart or has departed from the city; or to remove or has removed therefrom personal property which is, or may be, liable for taxation; or to conceal or conceals himself or his property; or does any other act tending to prejudice, or to render wholly or partly ineffectual the proceedings to collect such tax, he shall proceed to collect the same as a jeopardy assessment in the manner provided by law.

State law references: Jeopardy assessment of personal property taxes, MCL 211.691 et seq., MSA 7.51(1) et seq.

Section 9.6. Preparation of the assessment roll.

Prior to the date of the meeting of the Board of Review in each year, the Assessor shall prepare and certify an assessment roll of all property in the city. Such roll shall be prepared in accordance with the requirements of law, and may be divided into volumes, which the Assessor shall identify the number for purposes of convenience in handling the assessment roll and for locating properties assessed therein. The attachment of any certificate or warrant required by this chapter to any volume of the roll, either as an assessment roll or as a tax roll, shall constitute the attachment thereof to the entire roll, provided the several volumes are identified in such certificate or warrant. Values of property set forth on the assessment roll shall be determined according to recognized methods of systematic assessment.

State law references: Mandatory that Charter provide for preparation of assessment roll, MCL 117.3(i), MSA 5.2073(i); assessment roll, MCL 211.24 et seq., MSA 7.24 et seq.

Section 9.7. Board of Review.

(a) A Board of Review is hereby created, composed of three members who have the qualifications of holding elective city office as set forth in Section 4.4 of this charter.

(b) The members of the Board of Review shall be appointed by the Council, and may be removed for reasons of nonfeasance or misfeasance by the vote of five members of the Council. The first members shall be appointed during the month of January, 1960, for terms expiring on July 1, 1961, 1962, and 1963. Thereafter one member shall be appointed in the month of May of each year, for a term of three years, commencing on the following July first.

(c) The Board shall, annually, on the first day of its meeting, select one of its members chairman for the ensuing year. The Assessor shall be Clerk of the Board, and shall be entitled to be heard at its sessions, but shall have no vote on any proposition or question.

State law references: Mandatory that Charter provide for a board of review, MCL 117.3(a), MSA 5.2073(a).

Section 9.8. Duties and functions of Board of Review.

For the purpose of revising and correcting assessments, the Board of Review shall have the same powers and perform like duties, in all respects, as are, by law, conferred upon and required of boards of review in townships, except as otherwise provided in this charter. At the time, and in the manner provided in the following section, it shall hear the complaints of all persons considering themselves aggrieved by assessments. If it shall appear that any person or property has been wrongfully assessed or omitted from the roll, the Board shall correct the roll in such manner as it deems just. Except as otherwise provided by law, no person other than the Board of Review shall make any change upon, or addition or correction to, the assessment roll. The Board shall make no such changes, additions, or corrections after it has certified the roll as provided and required by Section 9.11 of this chapter. The Assessor shall make a permanent record of all proceedings of the Board and enter therein all resolutions and decisions of the Board. Such record shall be filed with the Clerk on or before the first day of September following the meeting of the Board of Review.

Section 9.9. Meetings of Board of Review.

(a) The Board of Review shall convene at 9:00 o'clock a.m. on the third Monday in March in each year at a place designated by the Council, or on such other date as may subsequently be required by law for the meeting of boards of review in cities, and shall meet at the same time and continue in session from day to day for not less than three days for the purpose of considering the assessment roll of the city.

(b) The Board of Review may examine on oath any person appearing before it respecting the assessment of property on the assessment roll. Any member of the Board may administer the oath.

State law references: Mandatory that Charter provide for meeting of board of review, MCL 117.3(i), MSA 5.2073(i).

Section 9.10. Notice of meetings.

Notice of the time and place of the annual meeting of the Board of Review shall be published by the Assessor not less than one week nor more than three weeks prior thereto.

Section 9.11. Certification of roll.

After the Board of Review has completed its review of the assessment roll, and not later than the Tuesday following the fourth Monday in March, or such other date as may subsequently be required by law, the majority of its members shall sign a certificate to the effect that the same is the assessment roll of the city for the year in which it has been prepared, as approved by the Board of Review, which certificate, when attached to any volume of the roll shall constitute a conclusive presumption of the validity of the entire roll, as provided in Section 9.6 of this chapter. In the event that the Board of Review shall fail or refuse to so review the assessment roll of the city, such roll, as prepared and presented to the Board of Review by the Assessor shall be the assessment roll for the year for which it was prepared and shall stand as though it had been certified by the Board of Review.

State law references: Completion of review of assessments prior to first Monday in April required, MCL 211.30a, MSA 7.30(1).

Section 9.12. Validity of assessment roll.

Upon the completion of the assessment roll, and from and after midnight ending the last day of the meeting of the Board of Review, or the first Monday in April, whichever date first occurs, it shall be the assessment roll of the city for county, school and city taxes, and for other taxes on real and personal property that may be authorized by law. It shall be presumed by all courts and tribunals to be valid, and shall not be set aside, except for cause set forth by law.

State law references: Mandatory that Charter provide for levy, collection and return of state, county and school taxes, MCL 117.3(i), MSA 5.2073(i).

Section 9.13. Clerk to certify levy.

Within three days after the Council has made the appropriations for the ensuing year, the Clerk shall certify to the Assessor the total amount which the Council determines shall be raised by general ad valorem taxation, together with such other assessments and lawful charges and amounts which the Council requires to be assessed, reassessed, or charged upon the city tax roll against property or persons.

Section 9.14. City tax roll.

After the Board of Review has completed its review of the assessment roll, the Assessor shall prepare a tax roll, or a combined assessment and tax roll, to be known as the "City Tax Roll." Upon receiving the certification of the several amounts to be raised, assessed, and charged for city taxes, as provided in the preceding section, the Assessor shall proceed forthwith, (1) to spread the amounts of the general ad valorem tax according to and in proportion to the several valuations set forth in said assessment roll, and (2) to place such other assessments and charges upon the roll as are required and authorized by the Council. For convenience, the city tax roll may be divided into two or more volumes.

Section 9.15. Taxes a debt and lien.

The taxes on real and personal property shall become a debt to the city from the owner or person otherwise to be assessed, on the tax day provided by law. The amounts assessed on any interest in real property shall become a lien upon such real property on the first day of July next subsequent to the tax day, and shall so remain, until paid. Said tax liens shall take precedence over all other claims, encumbrances, and liens upon said personal property whatsoever, whether created by chattel mortgage, title retaining contract, execution, or upon any other final process of a court, attachment, replevin, judgment, or otherwise, and no transfer of personal property assessed for taxes shall operate to divest or destroy such lien, except where such property is actually sold in the regular course of retail trade.

Section 9.16. Tax roll certified for collection.

After spreading the taxes and placing other assessments and charges upon the roll, the Assessor shall certify the tax roll, and attach his warrant thereto directing and requiring the Treasurer to collect, prior to March first of the following year, from the several persons named in the roll the several sums mentioned therein opposite their respective names as a tax, charge, or assessment. Said warrant shall grant to and vest in the Treasurer, all the statutory powers and immunities possessed by township treasurers for the collection of taxes. The tax roll shall be delivered to the Treasurer on or before the thirtieth day of June.

State law references: Collection of taxes, MCL 211.44 et seq., MSA 7.87 et seq.

Section 9.17. Tax payment date.

City Taxes shall be due and payable on July first of each year.
(Amended by electors 4-3-67)

Section 9.18. Taxes due--Notification thereof.

The Treasurer shall not be required to make personal demand for the payment of taxes but, upon receipt of the city tax roll, he shall forthwith mail a tax statement to each person named in the tax roll, which mailed statement shall be a sufficient demand for the payment of all taxes assessed. Neither the failure on the part of the Treasurer to mail such statement, nor the failure of any person to receive the same, shall invalidate the taxes on the tax roll or release any person or property assessed from the liabilities in this chapter in case of nonpayment.

Section 9.19. Tax payment schedule.

The Council shall provide, by ordinance, the tax payment schedule for city taxes, the times when the same may be paid without the addition of collection fees or interest, and the amount of collection fees and interest to be added thereafter. All amounts collected as collection fees and interest shall be paid into the city's treasury for the use and benefit of the city.

Section 9.20. Failure or refusal to pay personal property tax.

If any person shall neglect or refuse to pay any tax on personal property assessed to him, the Treasurer shall collect the same by seizing any personal property of such person, to an amount sufficient to pay such tax, together with any charges and interest added thereto, wherever the same may be found in the State. No property shall be exempt from such seizure. He may sell the property seized, to an amount sufficient to pay the taxes and all charges, fees, penalties, and interest, in accordance with statutory provisions. The Treasurer may also sue the person to whom a personal property tax is assessed, in accordance with the powers granted to him by law.

State law references: Failure or refusal to pay tax, MCL 211.47, MSA 7.91.

Section 9.21. State, county and school taxes.

For the purposes of assessing and collecting taxes for state, county, and school purposes, the city shall be considered the same as a township and all provisions of law relative to the collection of, and accounting for, such taxes and the penalties and interest thereon shall apply. For the purpose of collection of state, county, and school taxes, the Treasurer shall perform the same duties and have the same powers as township treasurers under state law.

State law references: Mandatory that Charter provide for levy, collection and return of state, county and school taxes, MCL 117.3(i), MSA 5.2073(i); state law relative to the assessment, levy and collection of taxes, MCL 211.1 et seq., MSA 7.1 et seq.

Section 9.22. Protection of city lien.

The city shall have power, insofar as the exercise thereof shall not conflict with or contravene the provisions of law, to acquire such an interest in any premises within the city, by purchase at any tax or other public sale, or by direct purchase from or negotiation with the State of Michigan or the owner, as may be necessary to assure to the city the collection of its taxes, special assessments, charges, and any interest thereon which are levied against any lot or parcel of real property or to protect the lien of the city therefor, and may hold, lease, or sell the same. Any such procedure exercised by the city to assure the collection of its taxes or the protection of its tax or other liens shall be deemed to be for a public purpose. The Council may adopt any ordinance which may be necessary to make this section effective.

Section 9.23. Collection of delinquent taxes.

All taxes and charges, together with fees, penalties, and interest upon real property on the tax roll, remaining uncollected by the Treasurer on the first day of March following the date when the roll was received by him shall be subject to one of the following procedures:

(1) The real property against which such taxes and charges are assessed shall be subject to disposition, sale, and redemption for the enforcement and collection of the tax lien against the same in the method and manner which may be provided by ordinance. The Council may provide by ordinance the procedure for the sale and redemption of real property for such unpaid taxes and charges, together with fees, penalties, and interest, by judicial sale on petition filed in behalf of the city. Such procedure shall correspond substantially to the procedure provided by law for the sale by the State of tax delinquent real property and redemption therefrom, except that the acts performed by state and county officers shall be performed by appropriate city officers and that city tax sales shall be held not less than thirty nor more than ninety days prior to the date of corresponding tax sales under the general law.

(2) If no ordinance is in effect pursuant to subsection (1) of this section, such taxes shall be returned to the County Treasurer, to the extent and in the same manner and with like effect as provided by law for returns by township treasurers of township, school and county taxes. Such returns shall include all the additional assessments, charges, fees, penalties, and interest hereinbefore provided, which shall be added to the amount assessed in said tax roll against such property or person. The taxes thus returned shall be collected in the same manner as other taxes returned to the County Treasurer are collected, in accordance with law, and shall be and remain a lien upon the property against which they are assessed until paid.

Section 9.24. Disposition of real property held by city.

When the city has acquired any interest in property to protect the city's tax lien thereon, the owner of any interest therein by fee title, as mortgagee, or as vendor or vendee under a land contract, shall have the right to purchase the city's interest therein, upon payment to the city of the amount of money which the city has invested therein in the form of taxes, special assessments, charges, fees, penalties, interest, and costs, paid by the city to protect its title in such property. After the lapse of ninety days after the date that the city acquires title to any such property, the Council may remove the same from the market by determining that such property is needed for and should be devoted to public purposes, naming such purposes, or may sell the same at a price which shall be not less than the market value, as determined.

And further, direct the Mayor and City Clerk to endorse and execute this agreement on behalf of the City.

Discussion Ensued.

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

RESOLUTION TO APPROVE BURN PERMIT

Resolution No. 180910-08

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Cramer

WHEREAS, the City of Swartz Creek city council may authorize open burning per ordinance section 8-1 if it finds that such burning will provide for the general welfare of the community, and

WHEREAS, a burning permit is sought by the resident at 7325 Bristol Road; and

WHEREAS, the city finds that the circumstances of this request, being a substantial amount of brush on a large and open lot, enable burning as a potentially preferred solution over curbside chipping.

NOW, THEREFORE, BE IT RESOLVED that the Swartz Creek City Council approve a single occurrence permit for open burning conditioned upon and in conformance with the standard burning requirements of the fire department.

Discussion Ensued.

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

RESOLUTION TO APPROVE A BUDGET AMENDMENT FOR PROFESSIONAL SERVICES RELATED TO THE USDA FOR GRANT AND LOAN ASSISTANCE FOR WATER MAIN REPLACEMENT

Resolution No. 180910-09

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Hicks

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

WHEREAS, the city has been awarded USDA grant funds and low interest loans that will defray some of the expense of providing for this local and regional water main infrastructure, and

WHEREAS, the application included fixed amounts for preliminary engineering services by an approved engineer, OHM Advisors, and

WHEREAS, OHM Advisors recommends commencing the engineering functions, as a reimbursable expense, in order to proceed with the replacement effort.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek City Council amends the fiscal year 2019 budget to include \$357,880 more for engineering services.

BE IT FURTHER RESOLVED that the City of Swartz Creek directs the City Manager to engage OHM in the provision for such services as applied for in the USDA application and execute such documents as necessary to proceed.

Discussion Ensued.

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

MEETING OPENED TO THE PUBLIC:

Erik Jamison, 5015 Holland Drive, waiting for the zoning changes that are coming soon from the RRC but plans are moving forward. We are on target for timeline and soon as Holland Square construction starts we are trying to coordinate with the Holland Square for a big release for the downtown.

REMARKS BY COUNCILMEMBERS:

Councilmember Hicks requested we put results or a general statement of our water samples in the newsletter. Mr. Zettel responded he will make this information available in the council packet and in newsletter. She questioned if the council will receive reports from Metro PD on the code enforcement after they take it over. Mr. Zettel responded reports will go to council. She also liked the safety information provided with the burn permit resolution.

Councilmember Cramer congratulated Ms. Eskew on her clerk certification. He suggested naming a section of the trail after Mike Shumaker. He suggested appropriating funds for a new wood chipper.

Councilmember Porath wanted clarification on the Supervisor's Association. Mr. Zettel explained the association exists of only three members. Mr. Porath suggested conversation take place with Clayton Township supervisor for future capital funding for equipment. Mr. Zettel agreed.

ADJOURNMENT

Resolution No. 180910-10

(Carried)

Motion by Councilmember Gilbert
Second by Mayor Pro Tem Pinkston

I Move the Swartz Creek City Council adjourn the regular meeting at 8:04 p.m.

Unanimous Voice Vote.

David A. Krueger, Mayor

Connie Eskew, City Clerk

LETTER OF UNDERSTANDING

By and Between the City of Swartz Creek and AFSCME Local 1918.23 affiliated with MI AFSCME Council 25 affiliated with the AFL-CIO

The City of Swartz Creek and AFSCME Local 1918.23 are parties to a collective bargaining agreement which expires June 30, 2019.

The Parties met and agreed upon a modification to be effective July 1, 2018. The following was agreed upon:

Employees with water treatment certifications will receive a stipend the first regular payroll following July 1, 2018. The Stipend will be based upon the level of certification as follows:

- S-4 Stipend amount \$1,000.00
- S-3 Stipend amount \$2,500.00
- S-2 Stipend amount \$4,000.00
- S-2 as the Official DEQ Operator in Charge \$6,000.00

Other certifications and licenses are still being discussed and may be added to this list either prior to, or following July 1, 2018.

In addition, effective July 1, 2018, all employees in the bargaining unit, except Rod Gardner and Dave Wright, will receive an additional one (1%) percent increase in their wage scale to be included with the two (2%) percent increase in their wage scale that was previously agreed upon in the collective bargaining agreement.

Rod Gardner and Dave Wright will receive a one (1%) percent lump sum amount based on hours worked in the previous twelve (12) months, payable in the first regular payroll following July 1, 2018.

This Letter of Understanding will remain in effect until expiration of the contract June 30, 2019 or upon ratification of a new agreement, in which all subject matter will be open by the parties to negotiate further.

Union:

Date_____

Employer:

Date_____

LETTER OF UNDERSTANDING

By and Between the City of Swartz Creek and AFSCME Local 1918.23 affiliated with MI AFSCME Council 25 affiliated with the AFL-CIO

The City of Swartz Creek and AFSCME Local 1918.23 are parties to a collective bargaining agreement which expires June 30, 2019.

The Parties met and agreed upon a modification to be effective July 1, 2018 and approved by the Swartz Creek City Council on June 25, 2018. The Letter of Understanding provided provisions for noted and future compensation. Subsequent to July 1, 2018, the following was agreed upon:

Bargaining Unit 2 employees currently possessing the following certifications upon execution of this letter will receive a onetime stipend with the first regular payroll following execution of this letter. The Stipends will be as follows:

- Election Officials Certification from the State of Michigan Bureau of Elections: \$500.00
- Michigan Certified Assessing Technician: \$1,000

Bargaining Unit 2 employees acquiring the following certifications subsequent to the execution of this letter will receive additional compensation as follows:

- Election Officials Certification from the State of Michigan Bureau of Elections: \$0.25/hour
- Michigan Certified Assessing Technician (MCAT): \$0.50/hour
- Michigan Certified Assessing Officer (MCAO): \$1.00/hour (replaces MCAT rate)
- MSU Extension Citizen Planner Certification: \$0.25/hour
- MSU Extension Zoning Administrator Certification: \$0.50/hour

This Letter of Understanding will remain in effect until expiration of the contract June 30, 2019 or upon ratification of a new agreement, in which all subject matter will be open by the parties to negotiate further. It is the intention of the Employer to memorialize hourly compensation for all certifications into the bargaining agreement.

Union:

Date

Employer:

Date

**AMENDED AND RESTATED
LABOR AGREEMENT
Between
CITY OF SWARTZ CREEK
And
SWARTZ CREEK SUPERVISORS ASSOCIATION
JULY 1, 2017 - JUNE 30, 2019**

This Amended and Restated Labor Agreement is made this ____ day of _____ 2018, 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 July 25, 2016, amended and effective for the period of July 1, 2017 through June 30, 2019; and

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

WHEREAS, the City and the Association request that the changes they desire to make shall be effective immediately and run through June 30, 2019; 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 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:

Execution Copy

1

June 27, 2017

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, 2016</u>	<u>Jul 1, 2017</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	\$62,960
<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.

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

SECTION NO. 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 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.

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, 2019.

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

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

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

(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:
Michael Gildner,
City Attorney

Appendix “E”

JOB DESCRIPTIONS

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

City Clerk

Treasurer-Office Manager

Director of Public & Community Services

Chief of Police – Director of Public Safety

Police Lieutenant

FLSA: Exempt

DEPARTMENT: City Clerk

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

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

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

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

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

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June 27, 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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June 27, 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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June 27, 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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June 27, 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

**SWARTZ CREE AREA FIRE DEPT: 2019
BUDGET-DRAFT**

ACCT #		16 BUDGET	16 ACTUAL	17 BUDGET	17 ACTUAL	18 BUDGET	19 BUDGET	DEFINITION
	REVENUES:							
3582	Contributions-Operating	\$269,880.00	248,645.99	\$290,019.00	278,881.00	\$296,739.21	\$407,746.26	Estimated Operating Contributions
3583	Contributions-Equipment	XXXXXXXX	0.00	XXXXXXXX	0.00	\$0.00	\$0.00	Estimated Equipment Contributions-combined with 3582 for 2013
3628	Misc. Income (Sundry)	\$0.00	13,852.13	\$0.00	12,356.00	\$0.00	\$0.00	Miscellaneous Income
3630	Grant Income	\$0.00	2,446.00	\$0.00	0.00	\$0.00	\$0.00	Grant Income
3664	Interest Income	\$120.00	23.99	\$0.00	22.00	\$0.00	\$0.00	Interest from Deposits
3673	Sale of Fixed Assests	\$0.00	0.00	\$0.00		\$0.00	\$0.00	Sale of Miscellaneous Used Items
	TOTAL REVENUES	\$270,000.00	264,968.11	\$290,019.00	291,259.00	\$296,739.21	\$407,746.26	
	EXPENSES							
4703	Social Security	\$11,300.47	9,462.03	\$11,831.00	9,956.00	12,251.21	12,207.26	Social Security - .0145%, FICA - .062%
4704.1	Salaries - Chief	\$30,979.00	\$30,979.00	\$33,670.00	\$34,086.00	33,670.00	33,000.00	Chief
4704.2	Salaries - Staff	\$6,695.00	3,481.44	\$12,480.00	5,247.00	14,700.00	14,700.00	Accounting Specialist & Clerical
4705	Salaries - Maintenance	\$11,372.00	12,257.63	\$13,729.00	13,416.00	21,704.00	21,800.00	Maint., Qtr. Master, Train. Officer, FF Labor, Pump Testing
4706	Salaries - Officers	\$15,672.00	15,201.00	\$18,072.00	14,151.00	18,072.00	18,072.00	1 Asst. Chief, 1 Batt. Chief, 2 Capt., 4 Lieut.2 Sgt.
4707	Salaries - Firefighters	\$83,000.00	61,766.58	\$76,700.00	73,483.00	72,000.00	72,000.00	Est. Fire Run/Training Payment for Firefighters
4708	Deferred/Direct Response Comp.	\$2,692.50	2,142.75	\$2,468.00	1,411.00	2,468.00	2,468.00	Deferred Comp. Employer Paid
4709	Medical - Firefighters	\$3,665.00	2,074.30	\$3,605.00	3,920.00	5,165.00	4,265.00	Physicals, Hept. - B Shots
4710	Unemployment Payments	\$1,500.00	0.00	\$750.00	0.00	750.00	750.00	Unemployment Payments
4727	Office Supplies	\$2,000.00	1,507.61	\$2,000.00	1,659.00	2,000.00	2,000.00	Clerical Supplies,Postage,Shipping
4728	Building Supplies/Maint	\$1,000.00	857.99	\$1,100.00	481.00	1,150.00	1,150.00	Utility Paper, Cleaning Supplies, Light Bulbs, Keys
4741	Equip/Oper. supplies	\$7,000.00	4,598.18	\$5,650.00	3,834.00	5,650.00	5,650.00	Small tool, Batteries, Fuel, Filters etc...
4801	Contract Services	\$7,085.00	8,048.64	\$11,200.00	9,110.00	13,850.00	8,200.00	Audit,Legal,Cleaning,Advertising,Copier Maint. Agree.,Photos
4850	Communications	\$4,550.00	\$4,927.06	\$4,400.00	\$4,448.00	4,650.00	6,250.00	Telephone/Internet Service
4910	Insurance	\$17,330.00	19,044.00	\$19,069.00	17,551.00	19,069.00	19,069.00	Fleet, Liability, Workers' Comp.
4920	Utilities	\$14,000.00	10,423.64	\$14,000.00	12,722.00	17,400.00	18,200.00	Gas/Electric, Water/Sewer
4960	Education & Training	\$5,910.00	6,151.37	\$7,490.00	3,845.00	8,790.00	8,935.00	Dues, Classes/Materials, Prevention Materials,Subscriptions
4970	Office Equipment	\$390.00	69.00	\$5,173.00	4,941.00	240.00	500.00	Office Equipment
4976	Fire Equipment	\$9,900.00	12,143.93	\$9,770.00	15,055.00	25,080.00	131,650.00	Gear,Suppression Equip.Pagers,Radios
4978	Fire Equip-Maint./Repair/Upgrades	\$31,687.00	35,263.68	\$30,725.00	44,740.00	14,180.00	23,480.00	Maint. Agree., Repair & Upgrades of Fire Equipment
4984	Computer Hardware/Repair	\$972.03	605.12	\$4,737.00	6,045.00	2,300.00	1,800.00	Computer Hardware & Hardware Repair
4988	Computer Software/Upgrade	\$1,300.00	1,348.99	\$1,400.00	455.00	1,600.00	1,600.00	Computer Software, Software Upgrades, Train. Matls.
	Sub-total Expenses	270,000.00	242,353.94	290,019.00	280,556.00	296,739.21	407,746.26	3.5% increase / 7.3% increase
4981	Apparatus						400,000.00	Truck Purchases
	Total Expenses	270,000.00	242,353.94	290,019.00	280,556.00	296,739.21	807,746.26	
	Net Income (Loss)	\$0.00	\$22,614.17	\$0.00	\$10,703.00	\$0.00	\$0.00	
	Fund balance beginning of the year	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	Fund balance end of the year	\$0.00	\$22,614.17	\$0.00	\$10,703.00	\$0.00	\$0.00	

2018 BUDGET-DRAFT

2019 BUDGET BREAKDOWN :

Account				2018	2019	Change
4703 Social Security				12,251.21	12,207.26	(43.95)
	2015 Actual		\$9,476.27			
	2016 Actual		\$9,462.03			
	2017 Actual		\$9,956.00			
	Chief Salary			\$33,670.00	\$33,000.00	-\$670.00
	Acct & Clerical Wage			\$14,700.00	\$14,700.00	\$0.00
	Officers			\$18,072.00	\$18,072.00	\$0.00
	Main/Train			\$21,704.00	\$21,800.00	\$96.00
	Firefighters			\$72,000.00	\$72,000.00	\$0.00
	TOTA	\$159,572.00	0.0765	<u>\$12,251.17</u>	<u>\$12,207.26</u>	-\$43.91
4704.1 Chief Salary				\$33,670.00	\$33,000.00	-\$670.00
	2015 Actual		\$30,979.00			
	2016 Actual		\$30,979.00			
	2017 Actual		\$34,086.00			
	Chief's Salary			\$33,670.00	\$33,000.00	-\$670.00
4704.2 Accounting Specialist & Clerical Wages				\$14,700.00	\$14,700.00	\$0.00
	2015 Actual		\$12,257.63			
	2016 Actual		\$3,481.44			
	2017 Actual		\$5,247.00			
	Accting Specialist Wage	\$14.00/HR APPROX 20 HOURS PER WEEK		\$14,700.00	\$14,700.00	\$0.00
	TOTAL			<u>\$14,700.00</u>	<u>\$14,700.00</u>	\$0.00
4705 Maint. & Train. Wages				\$21,704.00	\$21,800.00	\$96.00
	2015 Actual		\$12,501.39			
	2016 Actual		\$12,257.63			
	2017 Actual		\$13,416.00			
	Truck Maintenance Duties	\$267/mth to 200		\$3,204.00	\$2,400.00	-\$804.00
	Quarter Master Duties	\$188/mth to \$200/mth		\$2,256.00	\$2,400.00	\$144.00
	Assit Quarter Master Duties	\$100/Mth			\$1,200.00	
	IT Specialist	\$100/Mth			\$1,200.00	
	Training Duties	\$200/mth		\$2,544.00	\$2,400.00	-\$144.00
	Fire Prevention Duties	\$100/mth		\$1,200.00	\$1,200.00	\$0.00
	Firefighter Labor:					
	Hall/Apparatus Duties	Normal Firefighter hourly rate		\$7,000.00	\$7,000.00	\$0.00
	Flow Testing/SCBA Tech Maint	Normal Firefighter hourly rate		\$1,000.00	\$1,000.00	\$0.00
	Mechanic Maintenance Duties	Normal Firefighter hourly rate		\$4,500.00	\$3,000.00	-\$1,500.00
	TOTAL			<u>\$21,704.00</u>	<u>\$21,800.00</u>	\$96.00
4706 Officer Salary				\$18,072.00	\$18,072.00	\$0.00
	2015 Actual		\$15,672.00			
	2016 Actual		\$15,201.00			
	2017 Actual		\$14,151.00			
	Asst. Chief (1)	217/mth		\$2,604.00	\$2,604.00	\$0.00
	Batt. Chief (1)	187/mth		\$2,244.00	\$2,244.00	\$0.00
	Captain (2)	334/mth		\$4,008.00	\$4,008.00	\$0.00
	Lieutenant (4)	568/mth		\$6,816.00	\$6,816.00	\$0.00
	Sergeant (2)	\$200/mth		\$2,400.00	\$2,400.00	\$0.00
	TOTAL			<u>\$18,072.00</u>	<u>\$18,072.00</u>	\$0.00

2018 BUDGET-DRAFT

4707 Firefighter Wages		\$72,000.00	\$72,000.00	\$0.00
	2015 Actual	\$57,555.86		
	2016 Actual	\$61,766.58		
	2017 Actual	\$73,483.00		
FIREFIGHTER				
	Probation I		\$11.73	\$11.73
	Probation II		\$12.52	\$12.52
	FFI		\$13.23	\$13.23
	FFII		\$14.45	\$14.45
	Officer I		\$15.59	\$15.59
	Officer II		\$16.50	\$16.50
	Officer III		\$16.96	\$16.96
	Tenure	+ .30 for 3yrs; 5yrs & 5 year increments		
	Pump Operator		\$0.27	\$0.27
4708 Deferred Compensation			\$2,468.00	\$2,468.00
	2015 Actual	\$2,225.50		
	2016 Actual	\$2,142.75		
	2017 Actual	\$1,411.00		
	Firefighters: flat rate, \$52 per yr X15 FF		\$780.00	\$780.00
	Firefighters: \$1.50 per run x 15 FF X 75 runs (includes alarms & training)		\$1,688.00	\$1,688.00
	TOTAL		\$2,468.00	\$2,468.00
4709 Medical Expense			\$5,165.00	\$4,265.00
	2015 Actual	\$3,461.00		
	2016 Actual	\$2,071.30		
	2017 Actual	\$3,920.00		
	Physical 30 FF		\$5,000.00	\$4,000.00
	Hept B injections 3 shots @ \$55		\$165.00	\$265.00
	TOTAL		\$5,165.00	\$4,265.00
4710 Unemployment Payments			\$750.00	\$750.00
	2015 Actual	\$0.00		
	2016 Actual	\$0.00		
	2017 Actual	\$0.00		
	Unemployment Payments		\$750.00	\$750.00
	TOTAL		\$750.00	\$750.00

2018 BUDGET-DRAFT

4727 Office Supplies			\$2,000.00	\$2,000.00	\$0.00
	2015 Actual	\$1,902.60			
	2016 Actual	\$1,507.61			
	2017 Actual	\$1,659.00			
	Supplies (forms, envelopes, pens, etc...)		\$700.00	\$700.00	\$0.00
	Postage (stamps, special mailings)		\$300.00	\$300.00	\$0.00
	Shipping		\$955.00	\$955.00	\$0.00
	Sam's Club Membership		\$45.00	\$45.00	\$0.00
	TOTAL		\$2,000.00	\$2,000.00	\$0.00
4728 Building Supplies			\$1,150.00	\$1,150.00	\$0.00
	2015 Actual	\$1,330.93			
	2016 Actual	\$857.99			
	2017 Actual	\$481.00			
	Paper Products		\$300.00	\$300.00	\$0.00
	Cleaning Products		\$230.00	\$230.00	\$0.00
	Light Bulbs		\$40.00	\$40.00	\$0.00
	Keys		\$100.00	\$100.00	\$0.00
	Repairs/Updates		\$230.00	\$230.00	\$0.00
	Rehab Supplies		\$200.00	\$200.00	\$0.00
	First Aid Kit (restock)		\$50.00	\$50.00	\$0.00
	TOTAL		\$1,150.00	\$1,150.00	\$0.00
4741 Equipment Supplies			\$5,650.00	\$5,650.00	\$0.00
	2015 Actual	\$3,879.20			
	2016 Actual	\$4,598.18			
	2017 Actual	388\34			
	Fuel		\$3,000.00	\$3,000.00	\$0.00
	Filters		\$300.00	\$300.00	\$0.00
	Oil		\$250.00	\$250.00	\$0.00
	Small Tools		\$400.00	\$400.00	\$0.00
	Misc. Supplies		\$1,700.00	\$1,700.00	\$0.00
	TOTAL		\$5,650.00	\$5,650.00	\$0.00
4801 Contract Services			\$13,850.00	\$8,200.00	-\$5,650.00
	2015 Actual	\$6,220.37			
	2016 Actual	\$8,048.64			
	2017 Actual	\$9,110.00			
	Emergency Excavating/Towing		\$600.00	\$600.00	\$0.00
	Auditing Service		\$5,000.00	\$5,000.00	\$0.00
	Maintenance Agreement-Copier		\$600.00	\$600.00	\$0.00
	Legal Service		\$2,000.00	\$2,000.00	\$0.00
	Snow/Lawn Maint.		\$5,650.00	\$0.00	-\$5,650.00
	TOTAL		\$13,850.00	\$8,200.00	-\$5,650.00
					\$0.00

2018 BUDGET-DRAFT

4850 Communications			\$4,650.00	\$6,250.00	\$1,600.00
	2015 Actual	\$3,905.02			
	2016 Actual	\$4,927.06			
	2017 Actual	\$4,448.00			
					\$0.00
	Web Site Domain Name (renew in 2020 GoDaddy)		\$0.00	\$0.00	\$0.00
	Web Site Domain Hosting (1and1 renew 2020)		\$0.00	\$0.00	\$0.00
	IAR (I Am Responding) Smart Phone Program		\$650.00	\$650.00	\$0.00
	Phone Equipment		\$0.00	\$1,500.00	\$1,500.00
	Phones/Internet Access		\$4,000.00	\$4,100.00	\$100.00
	TOTAL		<u>\$4,650.00</u>	<u>\$6,250.00</u>	\$1,600.00
					\$0.00
4910 Insurance			\$19,069.00	\$19,069.00	\$0.00
	2015 Actual	\$18,236.78			
	2016 Actual	\$19,044.00			
	2017 Actual	\$17,551.00			
					\$0.00
	Michigan Par Plan		\$13,337.00	\$13,337.00	\$0.00
	Worker's Compensation		\$5,557.00	\$5,557.00	\$0.00
	MML Membership		\$175.00	\$175.00	\$0.00
	TOTAL		<u>\$19,069.00</u>	<u>\$19,069.00</u>	\$0.00
					\$0.00
4920 Utilities			\$17,400.00	\$18,200.00	\$800.00
	2015 Actual	\$13,013.56			
	2016 Actual	\$10,423.64			
	2017 Actual	\$12,722.00			
					\$0.00
	Water/Sewer		\$3,200.00	\$3,200.00	\$0.00
	Gas/Electric		\$14,200.00	\$15,000.00	\$800.00
	TOTAL		<u>\$17,400.00</u>	<u>\$18,200.00</u>	\$800.00
					\$0.00
4960 Education & Training			\$8,790.00	\$8,935.00	\$145.00
	2015 Actual	\$5,703.22			
	2016 Actual	\$6,151.37			
	2017 Actual	\$8,790.00			
					\$0.00
	FIREFIGHTER TRAINING				\$0.00
	Misc. FF Classes		\$3,200.00	\$3,200.00	\$0.00
	ADVANCED TRAINING				\$0.00
	Officer Classes		\$2,000.00	\$2,000.00	\$0.00
	CERTIFICATIONS				\$0.00
	CPR		\$60.00	\$60.00	\$0.00
	MEMBERSHIPS				\$0.00
	Michigan Fire Chiefs		\$85.00	\$170.00	\$85.00
	Genesee Co. Fire Chiefs \$60 ea x 3 + \$125 dept		\$305.00	\$305.00	\$0.00
	Shiawassee Co. Firefighters		\$75.00	\$75.00	\$0.00
	Mi State Fireman's Assoc \$30 ea x35 + \$75 dept		\$1,065.00	\$1,125.00	\$60.00
	TRAINING SUPPLIES		\$500.00	\$500.00	\$0.00
	FIRE PREVENTION				\$0.00
	Misc. Materials/handouts/audio visual aides		\$500.00	\$500.00	\$0.00
	Fire Safety Trailer		\$1,000.00	\$1,000.00	\$0.00
	TOTAL		<u>\$8,790.00</u>	<u>\$8,935.00</u>	\$145.00

2018 BUDGET-DRAFT

4970 Office Equipment			\$240.00	\$500.00	\$0.00
2015 Actual	\$574.35				\$260.00
2016 Actual	\$69.00				
2017 Actual	\$4,941.00				
Upgrades/Repairs			\$240.00	\$500.00	\$0.00
TOTAL			\$240.00	\$500.00	\$260.00
4976 Fire Equipment			\$25,080.00	\$131,650.00	\$106,570.00
2015 Actual	\$18,832.50				
2016 Actual	\$12,143.93				
2017 Actual	\$15,055.00				
Securitex Turn Out Gear (7)			\$15,400.00	\$16,100.00	\$700.00
Misc Equipment			\$1,000.00	\$3,500.00	\$2,500.00
Uniforms			\$2,500.00	\$2,500.00	\$0.00
10 yr Anniversary Helmet (2)			\$750.00	\$0.00	-\$750.00
Fire Hose				\$3,830.00	\$3,830.00
Nozzeles and adaptors				\$4,500.00	\$4,500.00
Farm Extrication Equip			\$450.00	\$0.00	-\$450.00
Replacement Helmets (2)			\$1,330.00	\$500.00	-\$830.00
Leather Fire Boots (2)			\$3,650.00	\$720.00	-\$2,930.00
Air Compressor				\$100,000.00	
TOTAL			\$25,080.00	\$131,650.00	\$106,570.00
4978 Fire Equipment-Maint/Repair			\$14,180.00	\$23,480.00	\$9,300.00
2015 Actual	\$43,665.42				
2016 Actual	\$35,263.68				
2017 Actual	\$44,740.00				
Truck Repair			\$4,500.00	\$7,500.00	\$3,000.00
Jaws Pump Maint - Bi-Annually 2019			\$0.00	\$1,500.00	\$1,500.00
Turn-Out Gear Repair/Cleaning			\$400.00	\$500.00	\$100.00
Ladder Certification			\$400.00	\$400.00	\$0.00
Annual Pump Test/Maint			\$1,900.00	\$5,500.00	\$3,600.00
Pager/Radio Repair/Upgrade			\$600.00	\$1,200.00	\$600.00
SCBA Repair			\$1,500.00	\$1,500.00	\$0.00
Fire Extinguishers Maint			\$500.00	\$500.00	\$0.00
Misc. Equipment Repair			\$1,000.00	\$1,500.00	\$500.00
Posi Check Calibration		**potential split 50/50 with GTFD	\$700.00	\$700.00	\$0.00
OHD Facemask Fit Equipment		**potential split 3 ways with GTFD,MTFD	\$820.00	\$820.00	\$0.00
Air Compressor M/A (2)			\$1,860.00	\$1,860.00	\$0.00
TOTAL			\$14,180.00	\$23,480.00	\$9,300.00
4981 Apparatus			\$0.00	\$400,000.00	\$400,000.00
2015 Actual	\$0.00				
2016 Actual	\$0.00				
2017 Actual	\$0.00				
TOTAL			\$0.00	\$400,000.00	\$400,000.00
4984 Computer Hardware/Repairs			\$2,300.00	\$1,800.00	-\$500.00
2015 Actual	\$610.49				
2016 Actual	\$605.12				
2017 Actual	\$6,045.00				
Computer/Monitor Upgrades			\$2,000.00	\$1,500.00	-\$500.00
Repairs			\$300.00	\$300.00	\$0.00
TOTAL			\$2,300.00	\$1,800.00	-\$500.00
4988 Computer Software Upgrades			\$1,600.00	\$1,600.00	6 \$0.00

2018 BUDGET-DRAFT

2015 Actual	\$1,249.00
2016 Actual	\$1,348.99
2017 Actual	\$455.00

Fire Tools Upgrade		\$400.00	\$400.00	\$0.00
Quickbooks		\$1,200.00	\$1,200.00	\$0.00
	TOTAL	<u>\$1,600.00</u>	<u>\$1,600.00</u>	\$0.00

	Description	Current Mth	Y-T-D	Budget	Remain.Bud get	% Budget
Revenues						
3582	OPERATING CONTRIBUTIONS	248,645.99	248,645.99	0.00	(248,645.99)	0.00
3583	EQUIPMENT CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00
3628	MISC. INCOME (SUNDRY)	13,852.13	13,852.13	0.00	(13,852.13)	0.00
3630	GRANT INCOME	2,446.00	2,446.00	0.00	(2,446.00)	0.00
3664	INVESTMENT INCOME	23.99	23.99	0.00	(23.99)	0.00
3673	SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00
	Total Revenues	264,968.11	264,968.11	0.00	(264,968.11)	0.00
Expenses						
4703	SOCIAL SECURITY	9,462.03	9,462.03	0.00	(9,462.03)	0.00
4704	STAFF SALARIES	34,460.44	34,460.44	0.00	(34,460.44)	0.00
4705	MAIN/TRAIN-SALARIES	12,257.63	12,257.63	0.00	(12,257.63)	0.00
4706	OFFICER SALARIES	15,201.00	15,201.00	0.00	(15,201.00)	0.00
4707	FIREFIGHTERS SALARY	61,766.58	61,766.58	0.00	(61,766.58)	0.00
4708	DEFERRED COMPENSATION	2,142.75	2,142.75	0.00	(2,142.75)	0.00
4709	MEDICAL-FIREFIGHTERS	2,074.30	2,074.30	0.00	(2,074.30)	0.00
4710	UNEMPLOYMENT PAYMENTS	0.00	0.00	0.00	0.00	0.00
4727	OFFICE SUPPLIES	1,507.61	1,507.61	0.00	(1,507.61)	0.00
4728	BUILDING SUPPLIES	857.99	857.99	0.00	(857.99)	0.00
4740	OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00
4741	EQUIPMENT SUPPLIES	4,598.18	4,598.18	0.00	(4,598.18)	0.00
4801	CONTRACT SERVICES	8,048.64	8,048.64	0.00	(8,048.64)	0.00
4850	COMMUNICATIONS	4,927.06	4,927.06	0.00	(4,927.06)	0.00
4910	INSURANCE	19,044.00	19,044.00	0.00	(19,044.00)	0.00
4920	UTILITIES	10,423.64	10,423.64	0.00	(10,423.64)	0.00
4960	EDUCATION & TRAINING	6,151.37	6,151.37	0.00	(6,151.37)	0.00
4970	OFFICE EQUIPMENT	69.00	69.00	0.00	(69.00)	0.00
4976	FIRE EQUIPMENT	12,143.93	12,143.93	0.00	(12,143.93)	0.00
4978	FIRE EQUIP.-MAINT/REPAIR	35,263.68	35,263.68	0.00	(35,263.68)	0.00
4979	FIRE EQUIPMENT-UPGRADES	0.00	0.00	0.00	0.00	0.00
4981	APPARATUS	0.00	0.00	0.00	0.00	0.00
4982	Loose Equip. New Apparatus	0.00	0.00	0.00	0.00	0.00
4983	FEMA GRANT MATCHING	0.00	0.00	0.00	0.00	0.00
4984	COMPUTER EQUIPMENT	605.12	605.12	0.00	(605.12)	0.00
4988	COMPUTER SOFTWARE/UPGRADES	1,348.99	1,348.99	0.00	(1,348.99)	0.00
4999	RESERVE	0.00	0.00	0.00	0.00	0.00
	Total Expenses	242,353.94	242,353.94	0.00	(242,353.94)	0.00
	Net Income/(<Loss>	22,614.17	22,614.17	0.00	(22,614.17)	0.00
3400	FUND BALANCE-Beginning of Year	(37,683.64)	2,578.00	0.00	(2,578.00)	0.00
	Fund Balance-End of Year	(15,069.47)	25,192.17	0.00	(25,192.17)	0.00

NOTICE OF PUBLIC HEARING
CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
PLANNING COMMISSION

Notice is hereby given that a public hearing will be held at a regular meeting of the Swartz Creek Planning Commission, on Tuesday, October 2, 2018, said meeting to begin at or shortly after 7:00 p.m., in the City Council Chambers, Paul D. Bueche Municipal Building, 8083 Civic Drive, Swartz Creek, Michigan. The purpose of the hearing is to hear all persons interested in proposed amendments to Zoning Appendix A of the City of Swartz Creek Code of Ordinances.

Proposed amendments include: adding provisions for administrative approval of outdoor dining as a permitted accessory use; provisions for mixed use development within the Central Business District; amending site development and parking requirements within the Central Business District; and standards for restaurant drive-up windows as well as organizational attributes of the code and definitions.

Written comments may be submitted prior to or at the public hearing.

Connie Eskew, City Clerk
City of Swartz Creek

“An Equal Opportunity Employer”

PUBLISH: Thursday, September 13, 2018
PROOF REQUIRED
THE SWARTZ CREEK VIEW

Please bill: City of Swartz Creek
8083 Civic Dr.
Swartz Creek MI 48473

REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK
PERIOD ENDING 08/31/2018

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 08/31/2018	AVAILABLE BALANCE	% BDGT USED
Fund 101 - General Fund					
000.000 - General	2,293,643.00	2,293,643.00	730,539.02	1,563,103.98	31.85
215.000 - Administration and Clerk	75.00	75.00	8.25	66.75	11.00
253.000 - Treasurer	1,000.00	1,000.00	120.00	880.00	12.00
301.000 - Police Dept	5,400.00	5,400.00	450.00	4,950.00	8.33
345.000 - PUBLIC SAFETY BUILDING	18,200.00	18,200.00	2,826.82	15,373.18	15.53
410.000 - Building & Zoning & Planning	51,350.00	51,350.00	12,355.00	38,995.00	24.06
448.000 - Lighting	8,990.00	8,990.00	1,286.92	7,703.08	14.32
782.000 - Facilities - Abrams Park	195.00	195.00	0.00	195.00	0.00
783.000 - Facilities - Elms Rd Park	7,600.00	7,600.00	940.00	6,660.00	12.37
783.016 - Elms Park Brm-Trail Reno RP15-000:	0.00	0.00	0.00	0.00	0.00
790.000 - Facilities-Senior Center/Libr	8,200.00	8,200.00	1,374.81	6,825.19	16.77
790.012 - CDBG Senior Center Operations	1,724.00	1,724.00	0.00	1,724.00	0.00
TOTAL REVENUES	2,396,377.00	2,396,377.00	749,900.82	1,646,476.18	
000.000 - General	1,000.00	1,000.00	0.00	1,000.00	0.00
101.000 - Council	16,708.82	16,708.82	6,254.80	10,454.02	37.43
172.000 - Executive	103,388.18	103,388.18	19,133.03	84,255.15	18.51
201.000 - Finance,Budgeting,Accounting	46,874.00	46,874.00	4,415.38	42,458.62	9.42
215.000 - Administration and Clerk	28,262.00	28,262.00	6,035.38	22,226.62	21.36
228.000 - Information Technology	16,300.00	16,300.00	6,764.11	9,535.89	41.50
247.000 - Board of Review	6,104.00	6,104.00	242.22	5,861.78	3.97

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 08/31/2018	AVAILABLE BALANCE	% BDGT USED
253.000 - Treasurer	42,127.00	42,127.00	5,452.89	36,674.11	12.94
257.000 - Assessor	48,198.00	48,198.00	5,880.17	42,317.83	12.20
262.000 - Elections	39,358.40	39,358.40	9,380.35	29,978.05	23.83
266.000 - Legal Council	15,500.00	15,500.00	378.00	15,122.00	2.44
301.000 - Police Dept	0.00	0.00	124.99	(124.99)	100.00
301.851 - Retiree Employer Health Care PSFY	24,000.00	24,000.00	3,071.96	20,928.04	12.80
334.000 - Metro Police Authority	995,200.00	995,200.00	242,731.75	752,468.25	24.39
336.000 - Fire Department	178,200.00	178,200.00	61,387.84	116,812.16	34.45
345.000 - PUBLIC SAFETY BUILDING	51,632.26	51,632.26	8,397.66	43,234.60	16.26
410.000 - Building & Zoning & Planning	81,648.24	81,648.24	13,398.48	68,249.76	16.41
410.025 - 2017 CDBG 5157 Morrish Demo	0.00	375.00	0.00	375.00	0.00
448.000 - Lighting	140,000.00	140,000.00	9,085.67	130,914.33	6.49
781.000 - Facilities - Pajtas Amphitheat	2,217.98	2,217.98	432.26	1,785.72	19.49
782.000 - Facilities - Abrams Park	41,629.78	41,629.78	8,935.51	32,694.27	21.46
783.000 - Facilities - Elms Rd Park	62,552.39	62,552.39	18,236.61	44,315.78	29.15
783.016 - Elms Park Brm-Trail Reno RP15-000:	2,710.50	2,710.50	0.00	2,710.50	0.00
784.000 - Facilities - Bicentennial Park	1,527.00	1,527.00	675.52	851.48	44.24
786.000 - Non-Motorized Trailway	150,000.00	150,000.00	0.00	150,000.00	0.00
787.000 - Veterans Memorial Park	3,273.55	3,273.55	621.68	2,651.87	18.99
790.000 - Facilities-Senior Center/Libr	36,065.22	36,065.22	6,399.26	29,665.96	17.74
790.012 - CDBG Senior Center Operations	1,724.00	1,724.00	0.00	1,724.00	0.00
793.000 - Facilities - New City Hall	19,468.56	19,468.56	3,310.83	16,157.73	17.01

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 08/31/2018	AVAILABLE BALANCE	% BDGT USED
794.000 - Community Promotions Program	32,056.05	32,056.05	6,744.30	25,311.75	21.04
796.000 - Facilities - Cemetary	2,535.77	2,535.77	305.21	2,230.56	12.04
797.000 - Facilities - City Parking Lots	105,825.60	105,825.60	8,138.17	97,687.43	7.69
851.000 - Retired Employee Health Care	26,800.00	26,800.00	1,442.32	25,357.68	5.38
852.000 - Insurance Claims Assessmernt (Tax)	110.00	110.00	17.20	92.80	15.64
965.000 - Transfers Out	168,730.00	168,730.00	168,730.00	0.00	100.00
TOTAL EXPENDITURES	2,491,727.30	2,492,102.30	626,123.55	1,865,978.75	
Fund 101 - General Fund:					
TOTAL REVENUES	2,441,377.00	2,396,377.00	749,900.82	1,646,476.18	31.29
TOTAL EXPENDITURES	2,544,639.37	2,492,102.30	626,123.55	1,865,978.75	25.12
NET OF REVENUES & EXPENDITURES	(103,262.37)	(95,725.30)	123,777.27	(219,502.57)	
Fund 202 - Major Street Fund					
000.000 - General	419,300.00	419,300.00	(100.20)	419,400.20	(0.02)
441.000 - Miller Rd Park & Ride	5,200.00	5,200.00	(495.24)	5,695.24	(9.52)
453.105 - Fairchild-Cappy to Miller TIP	230,601.00	230,601.00	0.00	230,601.00	0.00
478.000 - Snow & Ice Removal	500.00	500.00	0.00	500.00	0.00
TOTAL REVENUES	655,601.00	655,601.00	(595.44)	656,196.44	
228.000 - Information Technology	825.00	825.00	308.71	516.29	37.42
429.000 - Occupational Safety	26.91	26.91	0.00	26.91	0.00
441.000 - Miller Rd Park & Ride	6,787.80	6,787.80	1,057.52	5,730.28	15.58
449.500 - Right of Way - General	10,000.00	10,000.00	9.05	9,990.95	0.09
449.501 - Right of Way - Storms	200.00	200.00	0.00	200.00	0.00
453.105 - Fairchild-Cappy to Miller TIP	288,251.00	288,251.00	2,065.36	286,185.64	0.72
463.000 - Routine Maint - Streets	104,333.87	104,333.87	38,769.33	65,564.54	37.16

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 08/31/2018	AVAILABLE BALANCE	% BDGT USED
463.104 - Winston Drive Reconstruction	1,200.00	1,200.00	0.00	1,200.00	0.00
473.000 - Routine Maint - Bridges	400.00	400.00	0.00	400.00	0.00
474.000 - Traffic Services	39,708.00	39,708.00	8,676.13	31,031.87	21.85
478.000 - Snow & Ice Removal	41,544.80	41,544.80	106.65	41,438.15	0.26
482.000 - Administrative	18,887.00	18,887.00	1,002.26	17,884.74	5.31
538.500 - Intercommunity storm drains	7,000.00	7,000.00	911.64	6,088.36	13.02
786.000 - Non-Motorized Trailway	20,000.00	20,000.00	0.00	20,000.00	0.00
965.000 - Transfers Out	85,000.00	85,000.00	85,000.00	0.00	100.00
TOTAL EXPENDITURES	624,164.38	624,164.38	137,906.65	486,257.73	
Fund 202 - Major Street Fund:					
TOTAL REVENUES	655,601.00	655,601.00	(595.44)	656,196.44	0.09
TOTAL EXPENDITURES	624,164.38	624,164.38	137,906.65	486,257.73	22.09
NET OF REVENUES & EXPENDITURES	31,436.62	31,436.62	(138,502.09)	169,938.71	
Fund 203 - Local Street Fund					
000.000 - General	133,125.00	133,125.00	18.79	133,106.21	0.01
449.000 - Right of Way Telecomm	15,000.00	15,000.00	0.00	15,000.00	0.00
463.000 - Routine Maint - Streets	475.00	475.00	0.00	475.00	0.00
478.000 - Snow & Ice Removal	300.00	300.00	0.00	300.00	0.00
931.000 - Transfers IN	596,500.00	596,500.00	596,500.00	0.00	100.00
TOTAL REVENUES	745,400.00	745,400.00	596,518.79	148,881.21	
228.000 - Information Technology	825.00	825.00	308.72	516.28	37.42
449.500 - Right of Way - General	8,800.00	8,800.00	8,537.89	262.11	97.02
449.501 - Right of Way - Storms	1,500.00	1,500.00	0.00	1,500.00	0.00
463.000 - Routine Maint - Streets	261,810.47	261,810.47	165,580.30	96,230.17	63.24

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 08/31/2018	AVAILABLE BALANCE	% BDGT USED
463.103 - Worchester/Chesterfield Reconstruct	0.00	0.00	0.00	0.00	0.00
463.105 - Daval Reoncstruction	96,386.78	96,386.78	4,245.00	92,141.78	4.40
463.106 - Hemsley Reconstruction	0.00	0.00	3,298.50	(3,298.50)	100.00
474.000 - Traffic Services	8,990.20	8,990.20	1,265.83	7,724.37	14.08
478.000 - Snow & Ice Removal	50,206.02	50,206.02	178.13	50,027.89	0.35
482.000 - Administrative	19,538.64	19,538.64	984.14	18,554.50	5.04
538.500 - Intercommunity storm drains	6,800.00	6,800.00	911.64	5,888.36	13.41
TOTAL EXPENDITURES	454,857.11	454,857.11	185,310.15	269,546.96	
Fund 203 - Local Street Fund:					
TOTAL REVENUES	745,400.00	745,400.00	596,518.79	148,881.21	80.03
TOTAL EXPENDITURES	1,991,853.13	454,857.11	185,310.15	269,546.96	40.74
NET OF REVENUES & EXPENDITURES	(1,246,453.13)	290,542.89	411,208.64	(120,665.75)	
Fund 204 - MUNICIPAL STREET FUND					
000.000 - General	628,290.00	628,290.00	301,610.47	326,679.53	48.00
TOTAL REVENUES	628,290.00	628,290.00	301,610.47	326,679.53	
905.000 - Debt Service	164,444.40	164,444.40	320.83	164,123.57	0.20
965.000 - Transfers Out	462,000.00	462,000.00	461,500.00	500.00	99.89
TOTAL EXPENDITURES	626,444.40	626,444.40	461,820.83	164,623.57	
Fund 204 - MUNICIPAL STREET FUND:					
TOTAL REVENUES	628,290.00	628,290.00	301,610.47	326,679.53	48.00
TOTAL EXPENDITURES	626,444.40	626,444.40	461,820.83	164,623.57	73.72
NET OF REVENUES & EXPENDITURES	1,845.60	1,845.60	(160,210.36)	162,055.96	
Fund 226 - Garbage Fund					
000.000 - General	393,465.00	393,465.00	187,317.10	206,147.90	47.61
TOTAL REVENUES	393,465.00	393,465.00	187,317.10	206,147.90	
000.000 - General	10,373.00	10,373.00	0.00	10,373.00	0.00

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 08/31/2018	AVAILABLE BALANCE	% BDGT USED
101.000 - Council	5,865.88	5,865.88	1,399.78	4,466.10	23.86
172.000 - Executive	8,937.06	8,937.06	1,912.85	7,024.21	21.40
201.000 - Finance,Budgeting,Accounting	6,497.00	6,497.00	517.91	5,979.09	7.97
215.000 - Aministration and Clerk	4,587.00	4,587.00	499.94	4,087.06	10.90
228.000 - Information Technology	2,200.00	2,200.00	700.69	1,499.31	31.85
253.000 - Treasurer	7,993.00	7,993.00	1,013.30	6,979.70	12.68
257.000 - Assessor	3,000.00	3,000.00	0.00	3,000.00	0.00
528.000 - Sanitation Collection	282,905.90	282,905.90	47,184.05	235,721.85	16.68
530.000 - Wood Chipping	41,993.60	41,993.60	11,318.58	30,675.02	26.95
782.000 - Facilities - Abrams Park	3,366.80	3,366.80	2,135.87	1,230.93	63.44
783.000 - Facilities - Elms Rd Park	5,384.54	5,384.54	2,117.11	3,267.43	39.32
793.000 - Facilities - New City Hall	3,904.49	3,904.49	719.58	3,184.91	18.43
TOTAL EXPENDITURES	387,008.27	387,008.27	69,519.66	317,488.61	
Fund 226 - Garbage Fund:					
TOTAL REVENUES	393,465.00	393,465.00	187,317.10	206,147.90	47.61
TOTAL EXPENDITURES	387,008.27	387,008.27	69,519.66	317,488.61	17.96
NET OF REVENUES & EXPENDITURES	6,456.73	6,456.73	117,797.44	(111,340.71)	
Fund 248 - Downtown Development Fund					
000.000 - General	49,600.00	49,600.00	6.64	49,593.36	0.01
728.004 - Family Movie Night	1,000.00	1,000.00	0.00	1,000.00	0.00
TOTAL REVENUES	50,600.00	50,600.00	6.64	50,593.36	
173.000 - DDA Administration	3,365.00	3,365.00	2,502.35	862.65	74.36
728.000 - Economic Development	10,125.00	10,125.00	1,363.75	8,761.25	13.47
728.002 - Streetscape	101,200.00	101,200.00	0.00	101,200.00	0.00

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 08/31/2018	AVAILABLE BALANCE	% BDGT USED
728.003 - Facade Program	10,000.00	10,000.00	0.00	10,000.00	0.00
728.004 - Family Movie Night	3,900.00	3,900.00	1,991.00	1,909.00	51.05
TOTAL EXPENDITURES	128,590.00	128,590.00	5,857.10	122,732.90	
Fund 248 - Downtown Development Fund:					
TOTAL REVENUES	50,600.00	50,600.00	6.64	50,593.36	0.01
TOTAL EXPENDITURES	128,590.00	128,590.00	5,857.10	122,732.90	4.55
NET OF REVENUES & EXPENDITURES	(77,990.00)	(77,990.00)	(5,850.46)	(72,139.54)	
Fund 350 - City Hall Debt Fund					
000.000 - General	14.50	14.50	0.19	14.31	1.31
931.000 - Transfers IN	88,730.00	88,730.00	88,730.00	0.00	100.00
TOTAL REVENUES	88,744.50	88,744.50	88,730.19	14.31	
905.000 - Debt Service	89,480.00	89,480.00	0.00	89,480.00	0.00
TOTAL EXPENDITURES	89,480.00	89,480.00	0.00	89,480.00	
Fund 350 - City Hall Debt Fund:					
TOTAL REVENUES	88,744.50	88,744.50	88,730.19	14.31	99.98
TOTAL EXPENDITURES	89,480.00	89,480.00	0.00	89,480.00	0.00
NET OF REVENUES & EXPENDITURES	(735.50)	(735.50)	88,730.19	(89,465.69)	
Fund 402 - Fire Equip Replacement Fund					
000.000 - General	70.00	70.00	(864.92)	934.92	(1,235.60)
931.000 - Transfers IN	30,000.00	30,000.00	30,000.00	0.00	100.00
TOTAL REVENUES	30,070.00	30,070.00	29,135.08	934.92	
Fund 402 - Fire Equip Replacement Fund:					
TOTAL REVENUES	30,070.00	30,070.00	29,135.08	934.92	96.89
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES	30,070.00	30,070.00	29,135.08	934.92	
Fund 590 - Water Supply Fund					
000.000 - General	1,100.00	1,100.00	(6,566.95)	7,666.95	(597.00)
540.000 - Water System	2,164,550.00	2,164,550.00	(66,759.89)	2,231,309.89	(3.08)

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 08/31/2018	AVAILABLE BALANCE	% BDGT USED
TOTAL REVENUES	2,165,650.00	2,165,650.00	(73,326.84)	2,238,976.84	
000.000 - General	71,858.10	71,858.10	0.00	71,858.10	0.00
101.000 - Council	8,736.44	8,736.44	3,544.65	5,191.79	40.57
172.000 - Executive	28,347.05	28,347.05	6,080.61	22,266.44	21.45
201.000 - Finance,Budgeting,Accounting	20,581.00	20,581.00	1,855.31	18,725.69	9.01
215.000 - Aministration and Clerk	17,209.00	17,209.00	2,092.28	15,116.72	12.16
228.000 - Information Technology	6,855.00	6,855.00	2,067.92	4,787.08	30.17
253.000 - Treasurer	28,629.00	28,629.00	3,944.49	24,684.51	13.78
540.000 - Water System	1,974,615.10	1,974,615.10	210,156.58	1,764,458.52	10.64
542.000 - Read and Bill	53,243.20	53,243.20	7,338.91	45,904.29	13.78
793.000 - Facilities - New City Hall	9,588.51	9,588.51	1,793.14	7,795.37	18.70
850.000 - Other Functions	12,000.00	12,000.00	0.00	12,000.00	0.00
905.000 - Debt Service	49,115.60	49,115.60	95.83	49,019.77	0.20
TOTAL EXPENDITURES	2,280,778.00	2,280,778.00	238,969.72	2,041,808.28	
Fund 590 - Water Supply Fund:					
TOTAL REVENUES	2,165,650.00	2,165,650.00	(73,326.84)	2,238,976.84	3.39
TOTAL EXPENDITURES	2,280,778.00	2,280,778.00	238,969.72	2,041,808.28	10.48
NET OF REVENUES & EXPENDITURES	(115,128.00)	(115,128.00)	(312,296.56)	197,168.56	
Fund 591 - Sanitary Sewer Fund					
000.000 - General	1,080.00	1,080.00	(3,400.07)	4,480.07	(314.82)
536.000 - Sewer System	1,287,485.00	1,287,485.00	(26,021.04)	1,313,506.04	(2.02)
TOTAL REVENUES	1,288,565.00	1,288,565.00	(29,421.11)	1,317,986.11	
000.000 - General	23,582.50	23,582.50	0.00	23,582.50	0.00
101.000 - Council	8,336.44	8,336.44	3,544.62	4,791.82	42.52

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 08/31/2018	AVAILABLE BALANCE	% BDGT USED
172.000 - Executive	29,315.89	29,315.89	6,080.41	23,235.48	20.74
201.000 - Finance,Budgeting,Accounting	19,646.00	19,646.00	1,855.21	17,790.79	9.44
215.000 - Aministration and Clerk	15,744.00	15,744.00	2,092.38	13,651.62	13.29
228.000 - Information Technology	6,900.00	6,900.00	2,067.92	4,832.08	29.97
253.000 - Treasurer	29,730.00	29,730.00	3,944.60	25,785.40	13.27
536.000 - Sewer System	950,565.12	950,565.12	18,950.02	931,615.10	1.99
537.000 - Sewer Lift Stations	14,257.20	14,257.20	1,395.94	12,861.26	9.79
542.000 - Read and Bill	59,561.04	59,561.04	9,210.33	50,350.71	15.46
543.401 - Flush & TV Sewers	30,904.00	30,904.00	0.00	30,904.00	0.00
543.408 - Sewer Rehab Phase 8	220,000.00	220,000.00	0.00	220,000.00	0.00
793.000 - Facilities - New City Hall	10,861.55	10,861.55	1,786.35	9,075.20	16.45
850.000 - Other Functions	10,000.00	10,000.00	0.00	10,000.00	0.00
TOTAL EXPENDITURES	1,429,403.74	1,429,403.74	50,927.78	1,378,475.96	
Fund 591 - Sanitary Sewer Fund:					
TOTAL REVENUES	1,288,565.00	1,288,565.00	(29,421.11)	1,317,986.11	2.28
TOTAL EXPENDITURES	1,429,403.74	1,429,403.74	50,927.78	1,378,475.96	3.56
NET OF REVENUES & EXPENDITURES	(140,838.74)	(140,838.74)	(80,348.89)	(60,489.85)	
Fund 661 - Motor Pool Fund					
000.000 - General	161,750.00	161,750.00	23,272.74	138,477.26	14.39
TOTAL REVENUES	161,750.00	161,750.00	23,272.74	138,477.26	
172.000 - Executive	11,424.12	11,424.12	10,420.00	1,004.12	91.21
201.000 - Finance,Budgeting,Accounting	7,602.00	7,602.00	1,019.26	6,582.74	13.41
228.000 - Information Technology	865.00	865.00	254.59	610.41	29.43
795.000 - Facilities - City Garage	153,877.11	153,877.11	8,024.87	145,852.24	5.22

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 08/31/2018	AVAILABLE BALANCE	% BDGT USED
TOTAL EXPENDITURES	173,768.23	173,768.23	19,718.72	154,049.51	
Fund 661 - Motor Pool Fund:					
TOTAL REVENUES	161,750.00	161,750.00	23,272.74	138,477.26	14.39
TOTAL EXPENDITURES	173,768.23	173,768.23	19,718.72	154,049.51	11.35
NET OF REVENUES & EXPENDITURES	(12,018.23)	(12,018.23)	3,554.02	(15,572.25)	
Fund 865 - Sidewalks					
478.000 - Snow & Ice Removal	1,400.00	1,400.00	0.00	1,400.00	0.00
TOTAL REVENUES	1,400.00	1,400.00	0.00	1,400.00	
478.000 - Snow & Ice Removal	1,950.00	1,950.00	0.00	1,950.00	0.00
TOTAL EXPENDITURES	1,950.00	1,950.00	0.00	1,950.00	
Fund 865 - Sidewalks:					
TOTAL REVENUES	1,400.00	1,400.00	0.00	1,400.00	0.00
TOTAL EXPENDITURES	1,950.00	1,950.00	0.00	1,950.00	0.00
NET OF REVENUES & EXPENDITURES	(550.00)	(550.00)	0.00	(550.00)	
Fund 866 - Weed Fund					
000.000 - General	7,000.00	7,000.00	1,800.00	5,200.00	25.71
TOTAL REVENUES	7,000.00	7,000.00	1,800.00	5,200.00	
000.000 - General	1,000.00	1,000.00	450.00	550.00	45.00
TOTAL EXPENDITURES	1,000.00	1,000.00	450.00	550.00	
Fund 866 - Weed Fund:					
TOTAL REVENUES	7,000.00	7,000.00	1,800.00	5,200.00	25.71
TOTAL EXPENDITURES	1,000.00	1,000.00	450.00	550.00	45.00
NET OF REVENUES & EXPENDITURES	6,000.00	6,000.00	1,350.00	4,650.00	