

**CITY OF MT. MORRIS
CITY COUNCIL AGENDA
September 12, 2016
7:00 P.M.**

- 1. MEETING CALLED TO ORDER:** Mayor Boyce A. Judkins
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. APPROVAL OF AGENDA**
- 5. APPROVAL OF MINUTES:** Regular meeting minutes from August 22, 2016.
- 6. COMMUNICATIONS:**
 - a. **None.**
- 7. APPROVAL OF WARRANT:** Approval of Pre-Warrant #16-19 in the amount of \$15,259.86, and Warrant #16-20 in the amount of \$175,825.47.
- 8. PUBLIC COMMENT (Five Minute Time Limit).**
- 9. UNFINISHED BUSINESS:**
 - a. **None.**
- 10. NEW BUSINESS:**
 - a. **RESOLUTION 16-52: Award Bid for Street Patching.**
 - b. **RESOLUTION 16-53: Comcast Uniform Video Service Local Franchise Agreement.**
 - c. **RESOLUTION 16-54: Approval of POLC Union Contract**
 - d. **Council Approval of Mt. Morris Consolidated Schools Homecoming Parade on Friday, October 7, 2016 at 5:45 p.m. and the closing of Mt. Morris Street.**
 - e. **RESOLUTION 16-55: Confirmation of Mayor Boyce A. Judkins's appointment of Jake LaFurgey, term ending December 2017, to the Compensation Committee.**
- 11. PUBLIC COMMENT (Five Minute Time Limit)**
- 12. COUNCIL MEMBER AND STAFF COMMENTS**
- 13. ADJOURNMENT**

PLEASE TURN OFF ALL CELL PHONES AND OTHER ELECTRONIC DEVICES PRIOR TO THE MEETING.

CITY OF MT. MORRIS
CITY COUNCIL – REGULAR MEETING
August 22, 2016

At 7:00 p.m., Mayor Boyce A. Judkins called the Regular Council Meeting to order.

PRESENT: Boyce A. Judkins, Randy Michaels, Ed Sullivan, Tonya Davis, Dennis Heidenfeldt, Jeff Roth and James Young.

ABSENT: None.

OTHERS: Interim City Manager/Treasurer Vicki Fishell, City Attorney Charles Forrest, Police Chief Becker, Fire Chief Vogt, DPW Superintendent Paul Zumbach, and City Clerk Kristina Somers.

The Pledge of Allegiance.

ROLL CALL:

All members present.

APPROVAL OF AGENDA:

A motion was made by Council member Heidenfeldt, seconded by Council member Roth to approve agenda.

All Ayes.

Motion carried.

MINUTES:

A motion was made by Council member Michaels, and seconded by Council member Davis to approve the minutes for the regular meeting held on August 8, 2016.

Roll Call: ___ 7 ___ Ayes ___ 0 ___ Nay ___ 0 ___ Absent

Motion carried.

COMMUNICATIONS:

1. None.

APPROVAL OF WARRANT:

A motion was made by Council member Michaels, and seconded by Council member Roth to approve Warrant #16-18 in the amount of \$125,991.20.

Roll Call: ___ 7 ___ Ayes ___ 0 ___ Nay ___ 0 ___ Absent

Motion carried.

Council member Roth discussed Zodiac charges for Police Department Polo's.

PUBLIC COMMENT:

Tim Elder – 567 Wilson Ave. – Discussed use of Act 51 Funds to possibly place a railing around the corner building located at Mt. Morris, and Saginaw Street, Water rates, Plante Moran fees charged to DDA, City owned property listing agent contract, and possible uses for the property.

Lillian Bigelow – 381 Oak St. – Discussed the Fire Department using a Peg System.

Jerry Halpin – 923 North St. – Discussed mowing charges, and the current mowing service contract.

UNFINISHED BUSINESS:

1. None.

NEW BUSINESS:

1. Comcast Uniform Video Service Local Franchise Agreement.

John Gardner from Comcast discussed different options for the renewal of the Comcast Uniform Video Service Local Franchise Agreement.

After discussion no motion was made.

2. RESOLUTION 16-49: Designation of DPW Superintendent as Zoning Administrator.

A motion was made by Council member Heidenfeldt, and seconded by Council member Davis to approve RESOLUTION 16-49: Designation of DPW Superintendent as Zoning Administrator.

Roll call: ___ 7 ___ Ayes ___ 0 ___ Nays ___ 0 ___ Absent

Motion carried.

3. RESOLUTION 16-50: Designation of DPW Superintendent as Street Administrator.

A motion was made by Council member Michaels, and seconded by Council member Young to approve RESOLUTION 16-50: Designation of DPW Superintendent as Street Administrator.

Roll call: ___ 7 ___ Ayes ___ 0 ___ Nays ___ 0 ___ Absent

Motion carried.

4. RESOLUTION 16-47: Appointment of Interim City Manager.

A motion was made by Council member Roth, and seconded by Council member Michaels to approve RESOLUTION 16-47: Appointment of Vicki Fishell as Interim City Manager.

Roll call: ___ 7 ___ Ayes ___ 0 ___ Nay ___ 0 ___ Absent

Motion carried.

5. RESOLUTION 16-51: Bikes on the Bricks – September 10, 2016.

A motion was made by Council member Roth, and seconded by Council member Heidenfeldt to approve RESOLUTION 16-51: Bike on the Bricks – September 10, 2016.

Roll call: ___ 7 ___ Ayes ___ 0 ___ Nay ___ 0 ___ Absent

Motion carried.

6. City Sign.

A motion was made by Council member Roth, and seconded by Council member Heidenfeldt to approve the removal of the City Sign by DPW.

Roll call: ___ 7 ___ ___ 0 ___ Nay ___ 0 ___ Absent

Motion carried.

PUBLIC COMMENT:

- Lillian Bigelow – 381 Oak St.** – Discussed the PEG fund balance, and the removal of City sign by DPW.
- Dorothy Lindsey – 423 Spruce** – Discussed the removal of City sign, and fire siren not being in use.
- Jerry Halpin – 923 North St.** – Discussed locations of MTA bus stops located in the City.
- Tim Elder – 567 Wilson Ave.** – Discussed a job well done by the Police, and Fire Department at the Dancing in the streets event.
- Beth Montney – 645 Elm** – Discussed City Ordinance for parking on lawns.
- Lillian Bigelow – 381 Oak St.** – Discussed City Ordinance for parking on lawns, and trash bins.
- Dan Davis – 1009 E. Mt. Morris** – Discussed Council getting information from The Land Bank on available property's in the City.
- Shirley Corcoran – 657 Elm St.** - Discussed mowing of Land Bank owed properties.

COUNCIL MEMBER AND STAFF COMMENTS:

- Police Chief Becker Welcomed Council member Heidenfeldt back.
- City Attorney Charles Forrest discussed POLC status.
- Fire Chief Vogt discussed the Fire Siren, and thanked everyone for their involvement with Back to the Bricks.
- Council member Sullivan asked about the City Manager separation of duties status, and discussed mowing of properties.
- Interim City Manager/Treasurer Vicki Fishell let Council member Sullivan know that Council member Roth will be signing off on her Treasurer reports during her time as Interim City Manager.
- Council member Young discussed MTA services, and Valley Liquor.
- Council member Michaels thanked the Police, and Fire Department for their involvement in Dancing in the Streets.
- Council member Davis discussed mowing of properties.
- Council member Heidenfeldt let Council know that he will not be able to attend the September 12th Council meeting.
- Vicki Fishell discussed title search of owner signatures request for USDA grant, let Council know she will be out of the office next August 31, and September 1, 2016, but will be available by phone.
- Mayor Judkins thanked all department heads for a job well done at Dancing in the Streets event. Let Council member Heidenfeldt know it was good to see him back, and to have a full Council again.

ADJOURNMENT:

With no further business, the Council Meeting was adjourned at **8:08 p.m.**

INVOICE APPROVAL LIST BY FUND REPORT

Pre-Warrant #16-19

Date: 08/24/2016

Time: 4:05 pm

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CITY OF MT.MORRIS

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 101 General							
Dept: 000.000							
101-000.000-066.000	UNDISTRIBL						
	BLUE CARE NETWORK	162260057394	September Health Ins Premium	0	08/24/2016	08/24/2016	7,496.61
	HUMANA INSURANCE COMF	182087525	September Vision/Dental	0	08/24/2016	08/24/2016	1,122.62
							8,619.23
							Total Dept. 000000: 8,619.23
Dept: 190.000 ELECTIONS							
101-190.000-740.000	OPERATING						
	MASONIC TEMPLE		Rental - Elections	0	08/24/2016	08/24/2016	300.00
							300.00
							Total Dept. ELECTIONS: 300.00
Dept: 215.000 ADMINISTRATION							
101-215.000-874.000	RETIREE IN						
	BLUE CARE NETWORK	162260057394	September Health Ins Premium	0	08/24/2016	08/24/2016	5,199.43
							5,199.43
							Total Dept. ADMINISTRATION: 5,199.43
							Total Fund General: 14,118.66
Fund: 591 Water Fund							
Dept: 215.000 ADMINISTRATION							
591-215.000-874.000	RETIREE IN						
	BLUE CARE NETWORK	162260057394	September Health Ins Premium	0	08/24/2016	08/24/2016	570.60
							570.60
							Total Dept. ADMINISTRATION: 570.60
							Total Fund Water Fund: 570.60
Fund: 592 Sewer Fund							
Dept: 215.000 ADMINISTRATION							
592-215.000-874.000	RETIREE IN						
	BLUE CARE NETWORK	162260057394	September Health Ins Premium	0	08/24/2016	08/24/2016	570.60
							570.60
							Total Dept. ADMINISTRATION: 570.60
							Total Fund Sewer Fund: 570.60
							Grand Total: 15,259.86

This Warrant is hereby approved and directed for payment.

Boyce A. Judkins, Mayor

Kristina K. Somers, City Clerk

INVOICE APPROVAL LIST BY FUND REPORT

Warrant#16-20

Date: 09/08/2016

Time: 11:23 am

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CITY OF MT.MORRIS

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 101 General							
Dept: 000.000							
101-000.000-066.000	UNDISTRIBL MML WORKER'S COMP FUN	6716204	Installment#2 Policy Premium	0	09/06/2016	09/06/2016	2,606.00
							2,606.00
Total Dept. 000000:							2,606.00
Dept: 210.000 ATTORNEY							
101-210.000-801.000	PROFESSIC FORREST, JR./CHARLES A./	16-099	July/August Attorney Fees	0	09/06/2016	09/06/2016	9,402.00
							9,402.00
Total Dept. ATTORNEY:							9,402.00
Dept: 215.000 ADMINISTRATION							
101-215.000-740.000	OPERATING GENESEEE COUNTY HERALD	H143630CL	Ordinance Adoption Notice	0	09/06/2016	09/06/2016	23.88
	MARQUEE ENGRAVING	028633	Council Name Plate- Roth	0	09/06/2016	09/06/2016	15.00
	PURCHASE POWER	8000-9000-0233-4567	Postage	0	09/06/2016	09/06/2016	124.78
	SHRED-IT	9412051915	August Charges	0	09/06/2016	09/06/2016	17.50
							181.16
101-215.000-825.000	MAINTENAN BRADY'S BUSINESS SYSTEI	148985	Copier Maintenance - Sept.	0	09/08/2016	09/08/2016	13.90
							13.90
101-215.000-850.000	COMMUNIC, COMCAST CABLEVISION		Monthly Charges	0	09/07/2016	09/07/2016	63.85
							63.85
101-215.000-990.400	DEBT SERV US BANK	312892	Bond Payment	0	09/06/2016	09/06/2016	19,000.00
							19,000.00
101-215.000-995.400	DEBT INTEF US BANK	312892	Bond Payment	0	09/06/2016	09/06/2016	2,937.87
							2,937.87
Total Dept. ADMINISTRATION:							22,196.78
Dept: 253.000 TREASURER							
101-253.000-740.000	OPERATING PURCHASE POWER	8000-9000-0233-4567	Postage	0	09/06/2016	09/06/2016	62.39
							62.39
101-253.000-825.000	MAINTENAN BRADY'S BUSINESS SYSTEI	148985	Copier Maintenance - Sept.	0	09/08/2016	09/08/2016	13.90
							13.90
Total Dept. TREASURER:							76.29
Dept: 265.000 CITY HALL & GROU							
101-265.000-910.000	INSURANCE MML LIABILITY & PROPERTY	6823204	Installment#3 Pool Premium	0	09/06/2016	09/06/2016	14,645.00
							14,645.00
101-265.000-920.000	PUBLIC UTIL CITY OF MT. MORRIS		August Utilities	0	09/08/2016	09/08/2016	30.53
							30.53
Total Dept. CITY HALL & GROUNDS:							14,675.53
Dept: 305.000 POLICE DEPARTM							

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
101-305.000-740.000	OPERATING						
	MAPLE TOWNE PRINTING	15770	Business Cards - PD	0	09/06/2016	09/06/2016	30.00
	PURCHASE POWER	8000-9000-0233-4567	Postage	0	09/06/2016	09/06/2016	62.39
	SHRED-IT	9412051915	August Charges	0	09/06/2016	09/06/2016	17.50
							109.89
101-305.000-745.000	GAS & FUEL						
	MICHIGAN PETROLEUM TEC	340150	Unleaded Fuel	0	09/06/2016	09/06/2016	734.03
							734.03
101-305.000-759.000	UNIFORMS						
	NYE UNIFORM COMPANY///	559590	Uniforms - PD	0	09/06/2016	09/06/2016	712.97
	NYE UNIFORM COMPANY///	567486	Uniforms - PD	0	09/06/2016	09/06/2016	71.00
	NYE UNIFORM COMPANY///	566690	Uniforms - PD	0	09/06/2016	09/06/2016	120.44
	NYE UNIFORM COMPANY///	567493	Uniforms - PD	0	09/06/2016	09/06/2016	219.30
	NYE UNIFORM COMPANY///	569020	Uniforms - PD	0	09/06/2016	09/06/2016	20.50
							1,144.21
101-305.000-850.000	COMMUNIC.						
	COMCAST CABLEVISION		Monthly Charges	0	09/07/2016	09/07/2016	36.48
	VERIZON	9770991191	Monthly Charges	0	09/06/2016	09/06/2016	58.38
							94.86
101-305.000-930.000	REPAIR & M						
	LOUIES TOWING & SERVICE	27244	Service Work - PD	0	09/08/2016	09/08/2016	45.00
	LOUIES TOWING & SERVICE	27776	Service Work - PD	0	09/08/2016	09/08/2016	88.50
	LOUIES TOWING & SERVICE	27976	Service Work - PD	0	09/08/2016	09/08/2016	115.78
	LOUIES TOWING & SERVICE	27244	Service Work - PD	0	09/08/2016	09/08/2016	868.37
	LOUIES TOWING & SERVICE	27778	Service Work - PD	0	09/08/2016	09/08/2016	208.96
	LOUIES TOWING & SERVICE	27774	Service Work - PD	0	09/08/2016	09/08/2016	252.39
							1,579.00
							Total Dept. POLICE DEPARTMENT: 3,661.99
Dept: 336.000	FIRE DEPARTMEN'						
101-336.000-740.000	OPERATING						
	ACME TOOLS - ECOMMERCI	4382281	Gas Detector/FD	0	09/25/2016	09/06/2016	247.94
							247.94
101-336.000-745.000	GAS & FUEL						
	MICHIGAN PETROLEUM TEC	340150	Unleaded Fuel	0	09/06/2016	09/06/2016	14.89
	MICHIGAN PETROLEUM TEC	340151	Diesel Fuel	0	09/06/2016	09/06/2016	153.19
							168.08
101-336.000-850.000	COMMUNIC.						
	COMCAST CABLEVISION		Monthly Charges	0	09/07/2016	09/07/2016	18.23
	VERIZON	9770991191	Monthly Charges	0	09/06/2016	09/06/2016	37.81
							56.04
101-336.000-930.000	REPAIR & M						
	ARROWHEAD PUBLIC SAFE	1165	MDT Mount - FD	0	09/24/2016	09/06/2016	270.00
	LEAR MOTORS		Squad 16 Engine Repair	0	09/06/2016	09/06/2016	3,678.26
							3,948.26
							Total Dept. FIRE DEPARTMENT: 4,420.32
Dept: 441.000	PUBLIC WORKS						
101-441.000-740.000	OPERATING						
	MENARDS - CLIO	20385	DPW - Supplies	0	09/06/2016	09/06/2016	13.74
							13.74
101-441.000-745.000	GAS & FUEL						
	MICHIGAN PETROLEUM TEC	340150	Unleaded Fuel	0	09/06/2016	09/06/2016	2.50
	MICHIGAN PETROLEUM TEC	340151	Diesel Fuel	0	09/06/2016	09/06/2016	166.71

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CITY OF MT.MORRIS

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							169.21
101-441.000-850.000	COMMUNIC, COMCAST CABLEVISION VERIZON	09501 809829-01-4 9770991191	DPW Charges Monthly Charges	0 0	09/06/2016 09/06/2016	09/06/2016 09/06/2016	46.64 26.15
							72.79
101-441.000-920.000	PUBLIC UTIL CITY OF MT. MORRIS		August Utilities	0	09/08/2016	09/08/2016	27.90
							27.90
101-441.000-922.000	STREET LIG CONSUMERS ENERGY		Aug Utilities - Street Lights	0	09/07/2016	09/07/2016	3,685.94
							3,685.94
101-441.000-923.000	DRAINS-AT- GENESEE COUNTY DRAIN C	GCDC2016-0058	NPDES Phase II July-Sept	0	09/07/2016	09/07/2016	402.17
							402.17
						Total Dept. PUBLIC WORKS:	4,371.75
Dept: 528.000 TRASH COLLECTI							
101-528.000-801.000	PROFESSIC REPUBLIC SERVICES	0237-001499661	August Trash Services	0	09/06/2016	09/06/2016	10,525.95
							10,525.95
						Total Dept. TRASH COLLECTION:	10,525.95
Dept: 738.000 LIBRARY							
101-738.000-740.000	OPERATING MENARDS - CLIO	20385	DPW - Supplies	0	09/06/2016	09/06/2016	9.48
							9.48
101-738.000-801.000	PROFESSIC SHERWOOD PROFESSIONA	1515	Aug. Library Cleaning	0	09/06/2016	09/06/2016	240.00
							240.00
101-738.000-920.000	PUBLIC UTIL CITY OF MT. MORRIS CONSUMERS ENERGY		August Utilities August Utilities - Library	0 0	09/08/2016 09/07/2016	09/08/2016 09/07/2016	42.86 562.79
							605.65
						Total Dept. LIBRARY:	855.13
						Total Fund General:	72,791.74
Fund: 202 Major Street							
Dept: 451.000 STREET CONSTR							
202-451.000-820.000	ENGINEERII ROWE PROFESSIONAL SER	0080184	Saginaw Street Improvements	0	09/06/2016	09/06/2016	2,223.94
							2,223.94
						Total Dept. STREET CONSTRUCTION:	2,223.94
Dept: 463.000 STREET ROUTINE							
202-463.000-740.000	OPERATING MENARDS - CLIO VERIZON	20406 9770991191	DPW - Crack Seal Monthly Charges	0 0	09/06/2016 09/06/2016	09/06/2016 09/06/2016	1,008.00 52.30
							1,060.30
						t. STREET ROUTINE MAINTENANCE:	1,060.30
Dept: 474.000 TRAFFIC SERVICE							
202-474.000-801.000	PROFESSIC						

INVOICE APPROVAL LIST BY FUND REPORT

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CITY OF MT.MORRIS

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	GENESEE COUNTY ROAD C	24986	Signal Maintenance	0	09/06/2016	09/06/2016	80.48
	M & M PAVEMENT MARKING	2940	Pavement Marking	0	09/06/2016	09/06/2016	2,388.25
							2,468.73
202-474.000-920.000	PUBLIC UTIL						
	CONSUMERS ENERGY		Aug Utilities - Traffic Lights	0	09/07/2016	09/07/2016	147.39
							147.39
							Total Dept. TRAFFIC SERVICES: 2,616.12
							Total Fund Major Street: 5,900.36
Fund: 203 Local Street							
Dept: 463.000 STREET ROUTINE							
203-463.000-740.000	OPERATING						
	MENARDS - CLIO	20406	DPW - Crack Seal	0	09/06/2016	09/06/2016	1,008.00
							1,008.00
							t. STREET ROUTINE MAINTENANCE: 1,008.00
							Total Fund Local Street: 1,008.00
Fund: 591 Water Fund							
Dept: 215.000 ADMINISTRATION							
591-215.000-740.000	OPERATING						
	PRINTING SYSTEMS	97073	Shut off Notices	0	09/06/2016	09/06/2016	291.99
	PURCHASE POWER	8000-9000-0233-4567	Postage	0	09/06/2016	09/06/2016	124.78
							416.77
591-215.000-825.000	MAINTENAN						
	BRADY'S BUSINESS SYSTEI	148985	Copier Maintenance - Sept.	0	09/08/2016	09/08/2016	13.90
							13.90
591-215.000-850.000	COMMUNIC,						
	COMCAST CABLEVISION	09501 809829-01-4	DPW Charges	0	09/06/2016	09/06/2016	46.64
	COMCAST CABLEVISION		Monthly Charges	0	09/07/2016	09/07/2016	36.48
	VERIZON	9770991191	Monthly Charges	0	09/06/2016	09/06/2016	26.16
							109.28
591-215.000-990.400	DEBT SERV						
	US BANK	312892	Bond Payment	0	09/06/2016	09/06/2016	31,000.00
							31,000.00
591-215.000-995.400	DEBT INTEF						
	US BANK	312892	Bond Payment	0	09/06/2016	09/06/2016	4,793.38
							4,793.38
							Total Dept. ADMINISTRATION: 36,333.33
Dept: 537.000 WATER DISTRIBUT							
591-537.000-740.000	OPERATING						
	EJ USA, INC.	110160059943	DPW Parts	0	09/06/2016	09/06/2016	295.64
	GENESEE COUNTY DRAIN C	2016-00000054	Aug. Water Sample	0	09/06/2016	09/06/2016	75.00
	GRAPHIC CONTROLS	MK4957	Chart Recorder Felt Pens - DPW	0	09/06/2016	09/06/2016	80.76
							451.40
591-537.000-745.000	GAS & FUEL						
	MICHIGAN PETROLEUM TEC	340150	Unleaded Fuel	0	09/06/2016	09/06/2016	76.13
	MICHIGAN PETROLEUM TEC	340151	Diesel Fuel	0	09/06/2016	09/06/2016	581.27
							657.40
591-537.000-930.000	REPAIR & M						
	ROD'S MOBILE TIRE SERVIC	2878	DPW Tractor #43 Repair	0	09/06/2016	09/06/2016	90.00
	TRI COUNTY EQUIPMENT	1160495	DPW - Parts	0	09/06/2016	09/06/2016	71.33

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							161.33
591-537.000-990.000	DEBT SERV THE BANK OF NEW YORK M	MOUGEN99B	Water Supply Rev Bonds	0	09/06/2016	09/06/2016	10,000.00
							10,000.00
591-537.000-990.200	DEBT PRIN. THE BANK OF NEW YORK M	3025-MFA	State Revolving Funds	0	09/06/2016	09/06/2016	25,000.00
							25,000.00
591-537.000-995.000	DEBT INTEF THE BANK OF NEW YORK M	MOUGEN99B	Water Supply Rev Bonds	0	09/06/2016	09/06/2016	1,645.00
							1,645.00
591-537.000-995.200	DEBT INTEF THE BANK OF NEW YORK M	3025-MFA	State Revolving Funds	0	09/06/2016	09/06/2016	1,223.05
							1,223.05
Total Dept. WATER DISTRIBUTION:							39,138.18
Total Fund Water Fund:							75,471.51
 Fund: 592 Sewer Fund							
Dept: 215.000 ADMINISTRATION							
592-215.000-740.000	OPERATING PURCHASE POWER	8000-9000-0233-4567	Postage	0	09/06/2016	09/06/2016	124.80
							124.80
592-215.000-825.000	MAINTENAN BRADY'S BUSINESS SYSTEI	148985	Copier Maintenance - Sept.	0	09/08/2016	09/08/2016	13.90
							13.90
592-215.000-850.000	COMMUNIC, COMCAST CABLEVISION	09501 809829-01-4	DPW Charges	0	09/06/2016	09/06/2016	46.66
	COMCAST CABLEVISION		Monthly Charges	0	09/07/2016	09/07/2016	27.39
	VERIZON	9770991191	Monthly Charges	0	09/06/2016	09/06/2016	26.16
							100.21
Total Dept. ADMINISTRATION:							238.91
 Dept: 536.000 SEWER DISTRIBUTION							
592-536.000-921.000	COST OF SE GENESEE COUNTY DRAIN C	W57 CP0916	July Sewer Usage	0	09/07/2016	09/07/2016	20,414.95
							20,414.95
Total Dept. SEWER DISTRIBUTION:							20,414.95
Total Fund Sewer Fund:							20,653.86
Grand Total:							175,825.47

This Warrant is hereby approved and directed for payment.

Boyce A. Judkins, Mayor

Kristina K. Somers, City Clerk

**CITY OF MT. MORRIS
RESOLUTION 16-52**

WHEREAS: Specifications were issued by the Superintendent of Public Works for street patch repairs at sixteen (16) locations throughout the city; and;

WHEREAS: Pursuant thereto, bids were received as follows:

BIDDER:	PRICE PER SQUARE FOOT:	TOTAL:
Ace – Saginaw Paving	\$4.61	\$137,889.71
Chippewa Asphalt	\$4.79	\$143,273.69
Mark’s Paving Inc.	\$4.22	\$126,224.42

WHEREAS: Bids were opened on September 6, 2016 and copies thereof are attached thereto; and;

WHEREAS: The said bids have been reviewed by the Superintendent of Public Works and the City Manager and all have been found to be from responsible contractors and that the proposed work is pursuant to specifications; and;

WHEREAS: Based upon the above, staff recommends that the low responsible bidder, to wit: Mark’s Paving Inc. be awarded the contract;

NOW THEREFORE, BE IT RESOLVED,

That this Council does hereby accept the bid of Mark’s Paving Inc. after inspection of all of the bids submitted; does determine that the said bid is in accordance with specifications; has determined that the said Mark’s Paving Inc. is a responsible bidder and does hereby award the contract to Mark’s Paving Inc. and does direct the manager and staff to prepare an appropriate memorandum incorporating this award.

Moved by Council member _____, seconded by Council member _____ and thereafter adopted by the City Council of the City of Mt. Morris at a regular meeting held Monday, September 12, 2016 at 7:00 p.m.

_____ Yea _____ Nay _____ Absent

Boyce A. Judkins, Mayor

Kristina K. Somers, City Clerk

2016 Road Repair List

Location	Approximant Square Feet
Parklane South of Wilson	2415
Elm West of Washington	3768
Van Buren in front of Library	196
Church North of Maple	280
Chruch South of Mt. Morris	1425
Louisa	1182
Alexandrine	1203
Walter near Baptist Church	2100
Temperance South of Mt. Morris	190
Washington North of Garfield	450
Maple West of Union	720
Union North of Maple	480
Oak West of Washington	2760
Beach West of Washington	3174
Beach West of Wilcox	4255
Beach West of Margert R.O.W	5313
Total	29911

(PURCHASING OFFICER)

Bid:

Unit Price, per square foot of pavement patching

\$ 4.61 / SFT

Total price for 29,911 square foot

\$ 137,889.71

Company ACE-SAGINAW PAVING CO.

Date: 8-31-16

Signature Mark Marshall

Printed Name Mark Marshall/Asst. Gen. Mgr.

Title _____

Address 115 S. AVERILL AVE
FLINT, MI 48506

Telephone 810-238-1737

Fax 810-238-4326

Email MMARSHALL@ACESAGINAWPAVING.COM

(PURCHASING OFFICER)

Bid:

Unit Price, per square foot of pavement patching

\$ 4.79

Total price for 29,911 square foot

\$ 143,273.69

Company CHIPPEWA Asphalt Paving Co

Date: August 31, 2016

Signature Ronald Ayohe

Printed Name Ronald Ayohe

Title PRESIDENT

Address PO Box 515

LLIO, MI 48420

Telephone 810-238-2660

Fax 810-687-9565

Email info@chippewaasphalt.com

(PURCHASING OFFICER)

Bid:

Unit Price, per square foot of pavement patching

\$ 4.22

Total price for 29,911 square foot

\$ 126,224.42

Company MARK'S PAVING, Inc.

Date: August 31, 2016

Signature Kimberly A. Szymanski

Printed Name Kimberly A. Szymanski

Title President

Address 6339 N. Dort Hwy

Mt. Morris, MI 48458

Telephone (810) 686-1636

Fax (810) 686-7122

Email _____

CITY OF MT. MORRIS
RESOLUTION 16-53

WHEREAS: Comcast in a letter dated August 12, 2016, has forwarded a Uniform Video Service Local Franchise Agreement. Pursuant to Michigan law, MCL 484.3303, the City must, within 15 days of receipt, determine if the agreement is complete and if the City does not notify Comcast regarding the completeness within said 15 day period, the agreement shall be deemed complete; and

WHEREAS: Review of said document discloses that it is complete, with the exception of applicable fees as set forth in paragraphs VI and VIII; and

WHEREAS: Said fees are required to be the same as those applicable to the incumbent provider, AT&T; and

WHEREAS: Said fees shall be as follows, same being the AT&T fee:

1. Franchising fee: 5% of gross revenue
2. PEG fees \$1.75 per connection per year

WHEREAS: Under Michigan law, said franchise shall become effective if the City does not approve the proposed franchise agreement within the required time period, to wit: 30 days after submission date.

NOW THEREFORE, BE IT RESOLVED:

That this Council does hereby determine that the document is in proper form; that the fees shall be as above set forth and does hereby approve the same and does authorize the Manager to execute the same on behalf of the City.

Moved by Council member _____, seconded by Council member _____, and thereafter adopted by the City Council of the City of Mt. Morris at a regular meeting held Monday, September 12, 2016 at 7:00 p.m.

_____ Yea _____ Nay _____ Absent

Boyce A. Judkins, Mayor

Kristina K. Somers, City Clerk



Sent Via UPS

August 12, 2016

Ms. Kristina Somers, Clerk
City of Mount Morris
11649 N. Saginaw St.
Mount Morris, MI 48458

Re: Michigan Uniform Video Service Local Franchise Agreement

Dear Ms. Somers:

In accordance with the instructions set forth by the Michigan Public Service Commission in its provision of the Uniform Video Service Local Franchise Agreement, enclosed please find two completed Uniform Video Service Local Franchise Agreements along with the necessary Attachment 1s thereto filed on behalf of Comcast of Flint, Inc. Kindly return one executed copy of the Agreement to me in the self-addressed stamped envelope.

Please note that Sec. VI(A)(ii) has been left blank for the City to fill in the amount of franchise fees to be collected up to the federal law cap of 5.0%. Additionally, Sec. VIII(A)(1) & (2) have been left blank for the City to fill in based upon the amount required in the previous franchise. Although the previous franchise contains a PEG fee requirement of \$1.75 (adjusted for inflation) per subscriber, per year – currently the equivalent of 0.22% of Gross Revenues – there were also provisions allowing for a 0.50% PEG fee to replace the \$1.75 per subscriber, per year. The City may fill in an amount up to 0.50% in Sec. VIII(A)(2).

If you have any questions, please contact me directly at 517-334-5686 or Leslie Brogan, Senior Director of Government Affairs, at 517-334-5890. We look forward to continuing to be the company that your residents look to first for the communication products and services that connect them to what's important in their lives.

Sincerely,

John P. Gardner
Director of External Affairs
Comcast, Heartland Region
1401 E. Miller Rd.
Lansing, MI 48911

Enclosure

INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

The forms shall meet the following requirements:

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "Attachment 2 - Uniform Video Service Local Franchise Agreement" is not required to be filed at this time *unless* it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement. (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)
- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and MUST BE KEPT CONFIDENTIAL.
 1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
 3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.
- Responses to all questions must be provided and must be amended appropriately when changes occur.
 - All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
 - The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.
 - For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
 - The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
 - A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.
 - For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "**Attachment 2 - Uniform Video Service Local Franchising Entity**" form, and send the form to the appropriate Franchising Entity.
 - For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission
 Attn: Video Franchising
 6545 Mercantile Way
 P.O. Box 30221
 Lansing, MI 48909

Fax: (517) 241-6217

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 241-6200.

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the City of Mount Morris, a Michigan municipal corporation (the "Franchising Entity"), and Comcast of Flint, Inc., a Michigan Corporation doing business as Comcast.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that term as defined in 47 USC 522(5).
- B. "Cable Service" means that term as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.

- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**
- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
 - i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.

- iv. Natural disasters
- v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
 - i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail; certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
 - i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.
- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of _____% (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.
 - iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barters, services, or other items of value shall be included in gross revenue.

- viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
 - F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
 - G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
 - H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
 - I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
 - J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
 - K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.
- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.

- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
1. If there is an existing Franchise on the effective date of the Act, the fee (_____%_) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is _____% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and MUST BE KEPT CONFIDENTIAL.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

City of Mount Morris:

Attn: _____

Fax No.: _____

1.

41112 Concept Dr.

Plymouth, MI 48170

Attn: VP of Government Affairs

Fax No.: 248-233-4719

2.

600 Galleria Pkwy

Atlanta, GA 30339

Attn: Sen. Vice President, Government Relations

3.

One Comcast Center

Philadelphia, PA 19103

Attn: Government Affairs Department

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A. Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

City of Mount Morris, a Michigan Municipal Corporation

Comcast of Flint, Inc., a Michigan Corporation doing business as Comcast

By	
Print Name	
Title	
Address	
City, State, Zip	
Phone	
Fax	
Email	



By	Timothy P. Collins
Print Name	Regional Senior Vice President
Title	41112 Concept Drive
Address	Plymouth, MI 48170
City, State, Zip	734-254-1525
Phone	248-233-4719
Fax	Tim_Collins@cable.comcast.com
Email	

FRANCHISE AGREEMENT *(Franchising Entity to Complete)*

Date submitted:
Date completed and approved:

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480)

(Form must be typed)

Date: July 20, 2016		
Applicant's Name: Comcast of Flint, Inc		
Address 1: 41112 Concept Dr.		
Address 2		
City: Plymouth	State: MI	Phone: 248-233-4700
Federal I.D. No. (FEIN): 31-0873877		Zip: 48170

Company executive officers:

Name(s): Timothy P. Collins
Title(s): Regional Senior Vice President

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: John P. Gardner		
Title: Director, External Affairs		
Address: 1401 E. Miller Rd. Lansing, MI 48911		
Phone: 517-334-5686	Fax: 517-334-1880	Email: John_Gardner@cable.comcast.com

Name: Leslie A. Brogan		
Title: Senior Director, Government Affairs		
Address: 1401 E. Miller Rd., Lansing, MI 48911		
Phone: 517-334-5890	Fax: 517-334-1880	Email: Leslie_Brogan@cable.comcast.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

As an incumbent provider, Comcast, is satisfying this requirement by allowing a franchising entity to seek right-of-way related information comparable to that required by a permit under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120, as set forth in its last cable franchise entered before the effective date of this act.
--

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

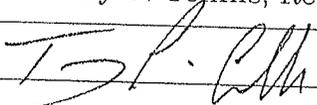
Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date:

For All Applications:

Verification
(Provider)

I, Timothy P. Collins, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Timothy P. Collins, Regional Senior Vice President	
Signature: 	Date: 7-27-16

(Franchising Entity)

City of Mount Morris, a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date

AGREEMENT BETWEEN

CITY OF MT. MORRIS

and the

POLICE OFFICERS LABOR COUNCIL

JULY 1, 20132016 - JUNE 30, 20162019



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AGREEMENT

THIS AGREEMENT is entered into this 1st day of July, ~~2013~~2016, between the City of Mt. Morris, hereinafter referred to as the "Employer", and the Police Officers Labor Council (P.O.L.C.), Mt. Morris City Police Department Division, hereinafter referred to as the "Union". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic agreement between the parties concerning rates of pay, wages, hours of employment, and other conditions of employment.

ARTICLE 1. RECOGNITION

Section 1. Bargaining Unit. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all full-time, regular salaried employees of the Mt. Morris Police Department employed or whose positions are classified as Patrolman. The term "officer", as used hereinafter in this Agreement, shall refer to all employees represented by the Union in the bargaining unit. The term "regular" refers to full-time employees employed throughout the year who have completed the formal or informal probationary period as distinguished from seasonal, probationary and/or temporary employees.

Section 2. Aid to Other Organizations. The Employer agrees not to bargain in regard to the salaries, hours, or working conditions of members of this unit with any labor organization other than the Union for the duration of this Agreement.

ARTICLE 2. MANAGEMENT RIGHTS

Section 1. Rights. The Union recognizes that the Employer reserves and retains, solely and exclusively, all rights to manage and operate the Employer's affairs.

Section 2. Powers and Duties. The Employer on its own behalf and on the behalf of its electors hereby retains and reserves unto itself without limitations all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Michigan, and the United States, the City Charter, the City of Mt. Morris Ordinances, as amended, and any resolutions passed by the City elected officials. Any resolution dealing with wages, hours and working conditions of employment of the bargaining unit members shall be subject to the grievance procedure.

All rights which ordinarily vest in and are exercised by the Employer except such as are specifically relinquished with this Agreement are reserved to and remain vested in the Employer.

Section 3. Notification of Amendments. The Employer agrees to notify except in case of emergency, the Union of any amendments to the department's personnel policy and department regulations in advance of their effective date.

Section 4. Rules and Regulations. The Employer has the right to promulgate reasonable rules and regulations governing the operation of the Police Department and the conduct of employees. The Union representative and each employee shall be furnished with a copy of all rules and regulations and amendments thereto, and the Union has the right to grieve the reasonableness of any rule or regulation.

ARTICLE 3. UNION RIGHTS

Section 1. Facilities. The Union, or any committee thereof, shall have the right to use the facilities of the Police Department without charge for Union meetings. Proper clearance for the use of the facilities shall be received prior to the scheduling of any meeting. The meetings shall be conducted in a manner which shall not prove disruptive to the normal functioning of the Police Department.

Section 2. Bulletin Boards. The Employer will provide space within the Police Department for a bulletin board to be used by the Union for posting non-political notices of interest to its members. The Union will not use the bulletin board for notices prejudicial to any city-elected or administrative officials.

There shall be a bulletin board in the briefing room designated for the P.O.L.C. use in posting notices of meetings and activities.

Section 3. Personnel Files. Union members' Police Department personnel files shall be kept under the direct control of the Chief of Police.

The Employer will not allow anyone other than authorized personnel to read, view, have a copy of or in any other way peruse in whole or in part, a Union member's police personnel file or any document which may become a part of his/her file. The Employer agrees not to divulge the contents of the employee's file without a written release from the employee concerned.

A member of the Union may by right view his/her own police personnel file as to its total content, except the background investigation report, upon written request to the Chief of Police. All police personnel files must be kept and maintained in a secure area.

It is understood by both parties that the City Manager may review the police files.

Section 4. Past Infractions. Past infractions may only be used in administering discipline up to a two and one-half (2 1/2) year period, and after the two and one-half (2 1/2) year period, past infractions shall not be used against any employee for disciplinary purposes; provided however, that minor violations shall only be considered for a period of one year. Minor violations shall include the following: First time disciplinary action involving attendance (absences, tardiness) and first time violations involving technical rule infractions. In no event shall disciplinary action taken for mistreatment of citizens, persons arrested or other departmental personnel, police brutality or other matters involving violence be deemed minor violations for the purposes hereof. The employee's records of past infractions may remain in the Employer's file for the period permitted by law, however, after two and one-half (2 1/2) years, or one year as the case may be, the employee's record of past infractions may not be disseminated to any prospective employer.

Section 5. Agency Shop and Dues

A. Agency Shop Membership in the Union is not compulsory. Police officers have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters. Likewise, there will be no discrimination against any employee because of membership in the Union or Labor Council or because of his/her duties as a member of the Bargaining Committee.

B. Membership in the Union is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he receives equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union. Accordingly, it is required that each employee in the bargaining unit shall pay his own way and assure his fair share of the obligation along with the grant of equal benefits contained in this Agreement by paying to the Union an amount equal to the monthly service fee of the P.O.L.C.

In accordance with the policy set forth above, all employees in the bargaining unit, shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual fees and/or dues. For present police officers, such payments shall commence the effective date of this Agreement and for new employees the payment shall start thirty-one (31) days following the date of employment. If any provision of this Section is invalid under Federal Law or the Laws of the State of Michigan, such provision shall be subject to negotiations.

C. Pay Roll Deduction. The Employer agrees to deduct from the pay of any employee covered by this Agreement, Union dues or service fees and up to three deductions to financial institutions, when such deduction is authorized in writing by the employee. Such union dues or service fees shall be remitted to the Treasurer of the Police Officers Labor Council.

ARTICLE 4. UNION REPRESENTATIVES

Section 1. Bargaining Committee. The Employer agrees to recognize not more than three (3) representatives. These representatives shall be composed of at least one (1) member of the Union and at least one (1) Labor Council member who may be designated by the Union. The Union will furnish the Employer with a written list of the Union. The Union will furnish the Employer with a written list of the Union bargaining committee prior to the first bargaining meeting and substitute changes thereto, if necessary.

Section 2. Payment for Bargaining. Members of the collective bargaining committee engaged in bargaining who are off duty at the time of the bargaining sessions shall receive no pay or compensation of any type. For those hours spent in negotiations when the employee is scheduled to work, those employees shall be compensated at the employee's regular straight time pay. The employee will be credited with the number of hours spent in negotiations as time worked during his tour of duty of that day. The Chief of Police may alter the work schedule previously posted as necessary to have members of the collective bargaining committee off duty for periods of negotiations.

Section 3. Union Steward. The Employer recognizes the right of the Union to designate a steward and an alternate from the seniority list of the unit described in the section entitled "Agreement". Once a steward and an alternate are selected, their names will be submitted to the Chief of Police, to the Personnel Department, and to the City Manager for their information.

Section 4. Duties of Chief Steward. When requested by an employee, the Chief Steward may investigate any alleged or actual grievance and assist in its presentation. He/she may be allowed reasonable time therefore during working hours without loss of time or pay, upon notification and prior approval of his/her immediate supervisor outside the bargaining unit.

When an employee presents his/her own grievance without intervention of a Chief Steward, the representative shall be given the opportunity to be present.

Section 5. Consultation. A non-employee Union representative may consult with employees in assembly areas before the start of each shift or after the end thereof. Before entering the assembly area, notification must be given to the Chief of Police or his/her designee.

ARTICLE 5. HOURS OF WORK AND RATES OF PAY

Section 1. Workday and Workweek. A regular workday for full-time members of the bargaining unit shall consist of **six (6) twelve hour days and one eight (8) hour day** in a ~~workday~~ **two week pay period** and a ~~workweek~~ shall consist of **eighty (80) forty (40)** work hours. Unless for good cause, days off shall be scheduled at approximately weekly intervals and **days off shall be scheduled consecutively.** ~~shall be scheduled two (2) days or more together except as required to rotate days off.~~

Section 2. Rates of Pay. Hourly and annual rates of pay shall be as set forth in Appendix A.

Section 3. Overtime. All hours worked in excess of **a scheduled eight (8) in a work day**, or in excess of **eighty (80) forty (40) hours in a work two week pay period**, shall be considered overtime and shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate of pay.

It is understood that, while no employee is entitled to overtime work, the Chief may determine that overtime work is necessary and may assign overtime to members of this bargaining unit. If the Chief or his designee makes such a determination and assignment twenty-four (24) or more hours in advance, the overtime shall be considered to be scheduled overtime and shall be offered to members of this bargaining unit on a rotating patrol officers list, irrespective of seniority and excluding supervisors. It is the employee's responsibility to provide the City with a working telephone number, cell phone or pager number. The Chief or his designee is required to make only one phone call per officer to satisfy the intent of the contract. Any officer on a paid day off will be considered N/A for scheduled shift overtime and bypassed in their position of rotation for that day.

Unscheduled overtime shall be defined as any time assigned in excess of an employee's regularly scheduled work day or work week with less than twenty-four (24) hours prior notice to the employee. Unscheduled overtime, which is available within 24 hours of duty, may be assigned randomly to patrol officers by the Chief or his designee.

Section 4. Call Back. Officers called in to work at any time shall be guaranteed a minimum of two (2) hours of work.

Section 5. Work Schedule. A shift schedule shall be posted once every thirty (30) days indicating the normal workday of every member of the department. Said schedule shall be posted at least thirty (30) days prior to its effective date. Changes may be made in the posted

schedule by the Chief of Police as may be required to meet the needs of the department.

When assigning personnel to shifts, the Chief of Police will determine the preferences of employees and will take these preferences into consideration when preparing the shift schedule. In all cases, however, the needs of the Police Department as determined by the Chief shall determine assignment. The City will attempt to assign personnel to regular shifts whenever possible. Whenever it becomes necessary to change the type of schedule (i.e. permanent, semi-permanent or rotating) it shall be the subject of a special meeting.

Whenever any change is made to the posted shift schedule, each person affected will receive specific, individual notice of the changes, which affect him/her.

Section 6. Court Time. Officers subpoenaed or directed into court, including probate court and official hearings, during off-duty hours shall receive a minimum of three (3) hours pay at time and one-half his regular hourly rate for each day's appearance in court, with the exception of the Mt. Morris District Court. Officers subpoenaed or directed to Mt. Morris District Court shall receive a minimum of three (3) hours time at one and one-half his/her regularly hourly rate for each day's appearance. When officers receive witness fees and/or mileage fees for such court appearances for official hearings, such fee and mileage shall be turned into the City of Mt. Morris.

Section 7. Field Training Officer Compensation. Officers that are trained as field training officers shall receive extra compensation of one hour pay for each shift assigned to training a new officer.

Section 7. Step-up Pay. Officers that are assigned to do the work of a higher classified employee shall after 3 weeks of the assignment receive their regular pay plus ten percent (10) of the pay of the higher class pay for the position that they are assigned to. Officers that are assigned to do the work of a higher classified employee shall after 9 weeks of the assignment receive their regular pay plus 20 percent (20%) of the pay of the higher class pay for the position that they are assigned to.

ARTICLE 6. INSURANCE AND PENSION

Section 1. Life Insurance. The Employer shall furnish life insurance on the employees covered by this Agreement in the amount of fifty thousand dollars (\$50,000) with double indemnity for accidental death.

Section 2. Hospitalization, Medical and Dental Insurance The City shall furnish all full-time employees and their eligible dependents with ~~McLaren Health Plan Custom 6~~ **the BCN HMO Gold \$1000 plan**, Humana Dental PPO Plan #9 and the HumanaVision VCP Network Option 1.

The City shall be responsible for the \$3000 one member deductible and the \$6000 family deductible per year. Employees will remain responsible for any of the out of network deductibles and /or coinsurance applied to medical claims. Employees are responsible to pay a \$20 co-payment for office visits, consultations, chiropractic and urgent care

services. Employees are also responsible to pay a \$100 co-payment for emergency room visits.

Employees are responsible to pay a \$10-generic, \$25-preferred brand and \$50-non preferred brand for co-payments on prescription drugs. Additionally, the employee has the option of purchasing a 90 day supply of maintenance drugs through mail order for 2x their established prescription drug co-payment.

In addition the City shall pay 100% of the premiums for retirees who retire with 22 years or more of service and the retirees spouse at the time of retirement until the retiree is eligible for Medicare at which time the City's obligation ceases. If a retiree covered under the above named insurance moves out of the State of Michigan then the City will reimburse said retiree for Medical Coverage in the same dollar amount that it would have cost the city to pay for the above listed coverage.

Section 3. Liability Insurance. The Employer shall furnish liability insurance protecting the employee from liability that arises out of and in the course of their employment, such as is now in effect. A copy of Liability Insurance Policy shall be attached to and become a part of this contract agreement.

Section 4. Worker's Compensation. The Employer shall, for a period not to exceed twenty-six (26) weeks, supplement without charge to sick leave or vacation, workmen's compensation benefits for employees injured on the job by the difference between worker's compensation benefits and the normal weekly earnings, excluding overtime. **The Employer shall issue a regular paycheck to the employee and the employee shall sign and submit any check sent to him/or her from worker's compensation to the City treasurer.** In the event an employee receives absent leave compensation and subsequently such employee is awarded worker's compensation for the same period of time, the employee shall reimburse the Employer for such amounts received as absent leave compensation and Employer shall credit the employee's absent leave account with the number of days so used as absent leave.

Section 5. Accident and Sickness Insurance. The City will provide to all members of the bargaining unit a short term, and long term, disability insurance policy. The following is a summary of the plan, and should not be considered complete. For complete details refer to the plan document.

Short Term Policy:

The short term policy shall provide benefits of .70 x Basic weekly salary, rounded to the nearest \$1.00 with a maximum of \$750.00 on the first day of disability due to an accident and on the 8th day of disability due to a sickness.

Basic weekly salary will be based on a normal workweek not exceeding 40 hours exclusive of bonuses, commissions and overtime.

Successive periods of disability will be considered one period of disability unless commencing after return to work on an active full time basis for at least 2 weeks unless they arise from unrelated causes. Weekly disability Income benefits terminate at retirement.

Long Term Policy:

The long term policy shall begin after 180 days and last until age 65 and provide benefits of 66.7% of Basic Monthly Earnings with a Maximum Monthly Benefit of \$3,500.

Both Parties agree that an employee on the disability plan shall be bound by all the provisions of the plan and that the carrier will make all determinations as to eligibility and/or benefit levels.

The City shall not be responsible for any other benefits for an employee who is on disability for a period of 1 year for non-duty related disability or 2 years for a duty related disability; nor shall the employee have any right to return to his/her job after one year on disability for non-duty related injury or 2 years for duty related disability.

Medicare Supplement Coverage for Retirees:

A retiree shall be permitted to purchase, at his or her own cost, and without cost to the City, ~~BC/BS~~ a Medicare Supplement coverage or similarly designated plan under the City's existing ~~BC/BS~~ **healthcare** coverage when the retiree is eligible for and receives Medicare. It is intended and understood that the right herein granted shall exist only if coverage on this basis is available under the City's then existing ~~BC/BS~~ **healthcare** program and the City shall not be obligated to alter its then existing retirement program to facilitate the availability of the coverage.

~~**City to Advance Funds:**~~

~~The employee, at his or her option, may request that the City advance payments during a period of disability, pending receipt of payment from the insurance company, subject to reimbursement when insurance payments are made, at the disability rate of pay. Appropriate documentation shall be prepared to provide for such reimbursement directly from the insurance company to the City, if possible. Funds shall be advanced during such period of disability on regular payday(s).~~

Section 6. Humanitarian Clause. Should an employee, covered by his Agreement, become physically or mentally handicapped to the extent that he cannot perform his regular job, the Employer will make reasonable effort to place him in a position that he is physically or mentally able to perform. This determination shall be made by a physician selected by the Employer.

Section 7. Pension. All members of the bargaining unit shall continue to be members of Genesee County Employees' Retirement System (GCERS), subject to the rules and requirements of that system. Operation of the Retirement System is necessarily governed by the detailed provisions of the Genesee County Retirement Ordinance and amendments thereto, together with the Retirement Commission's Administration rules and regulations. Copies of the Genesee County Retirement Ordinance may be obtained from the County Retirement Department.

In general, the Retirement Ordinance provides the following benefits for individuals employed by the City of Mt. Morris and included within the Supervisory and Police Department Division represented by the Police Officers Labor Council.

Retirement Allowance Factor:

Effective December 31, 2002 the retirement allowance factor shall be:

- a) 2.5 % of the employee's final average compensation multiplied by their credited years of service for employees.

The Maximum portion of the retirement allowance financed by the Employer shall not exceed

seventy five percent (75%) of the employee's final average compensation.

Pop-up Clause for Surviving spouse:

Effective December 31, 2002, when a member selects a beneficiary option (Option A or B) at the time of retirement and the beneficiary subsequently dies after the member retires, the retirement selection shall automatically revert to the Straight Life Allowance for the surviving spouse.

Voluntary Retirement:

An employee may retire after twenty-two (22) years or more of credited service with no age restriction. An employee may also retire at sixty (60) years of age with a minimum of eight (8) years credited service. After eight (8) years an employee's participation in the Retirement System is considered to be vested.

Final Average Compensation:

Effective July 1, 1996 final average compensation is computed on the employees best three (3) years of credited service prior to termination of employment.

Employee Contributions:

Employee contributions to the Retirement System are five (5%) of annual compensation, deducted bi-weekly.

Memorandum of Understanding superseding April 17, 2001 Letter of Understanding:

Subject to Article 6, Section 8, in recognition of their prior part-time service, the following employees shall be credited with additional years of service as follows:

<u>Name</u>	<u>Date Vested under Ordinance Section 18 (Eight Years)</u>	<u>Additional Credit</u>
Dennis McDermitt	12/27/93	1 year
Keith Becker	4/27/03	1 year
John Plunkey	7/6/06	3 years
Brian Turner	2/1/08	2 years

No credit shall be granted for less than twelve months. The Additional Credit shall be credited on the basis of a full year (i.e. 2080 hours) regardless of the hours actually worked by the employee. The four employees shall not be required to contribute to the Retirement System for the Additional Credit years. The City shall determine whether to pay for the Additional Credit by special contribution or by allocating funds from existing assets. If Brian Turner, Keith Becker or John Plunkey become eligible for non-duty disability (Section 28), duty disability (Section 29) or death benefits (Section 34), then the disabled/deceased employee(s) shall receive the Additional Credit, regardless of

whether they vested a Voluntary Retirement. (“Vesting” shall be as defined in Section 22). For purposes of eligibility for a non-duty disability retirement, the Additional Credit shall be included in the 10-year minimum requirement for eligibility under Section 28. (Section numbers in this memorandum refer to the Retirement Ordinance.)

Other Governmental Service:

Employees may apply in writing to the Retirement coordinator to receive credit for other governmental service for credited service purposes for retirement only under the provision of Section 12a(1)b(9) of Act No. 156 of the Public Acts of 1851, as amended by Act No 507 of the Public Acts of 1982, being Section 46.12 a of the Compiled laws of 1970. The employee must meet all the qualifications and conditions outlined in the above Act. The method of calculation to purchase other governmental service shall be the method specified by the retirement ordinance.

Military Service:

Employees may apply in writing to the Retirement Coordinator to receive credit for military service for credited service purposes for retirement only under the provisions of Section 12 a(11) and (14) of Act No 156 of the Public Acts of 1851, as amended by Act No. 507 of the Public Acts of 1982. The employee must meet all the qualifications and conditions outlined in the above Act.

Cost of Living Adjustment:

Effective July 1, 1996 the pensions of bargaining unit employees retiring subsequent to that date shall be adjusted in accordance with a formula reflecting changes, up or down in the official Consumer Price Index for Urban Wage Earners and Clerical Workers for all Cities published by the Bureau of Labor Statistics, United States Department of Labor (1982-84), hereinafter referred to as the Index.

Cost of living adjustments of up to three percent (3%), rounded to four (4) decimal points, shall be made annually for the first (1st) five (5) years following an employee's retirement. The initial cost of living adjustment shall be payable in the next retirement payment after the completion of one (1) full year of retirement.

In January of each calendar year, there shall be determined the percentage increase or decrease, if any, between the Index for November of the immediately preceding calendar year and the Index for the month of November twelve (12) months earlier. Whatever the change in the index is from the base period, up or down to a maximum of three percent (3%), shall result in a cost of living adjustment of that percent.

In the event of a decline in the Index, in any November to November base period, a pension cost of living adjustment shall be made in the reverse order that the upward adjustments were made.

In the event the Bureau of Labor Statistics does not issue the appropriate Index on or before January 15th, any required adjustments will be made on the next pension check or on the earliest check after receipt of the index.

No adjustment, retroactive or otherwise, shall be made due to any revision that may later be made in the published figure for the Index for any month on the basis of which the allowance shall have been determined.

ARTICLE 7. PROBATIONARY PERIOD

Section 1. Probation. When a new employee is hired in the unit, he/she may be considered as a probationary employee for the first twelve (12) months. Trained, new employees with experience shall serve a probationary period of twelve (12) months from the date of hiring. The Union shall represent probationary employees for purposes including, but not limited to, rates of pay, wages, hours of employment, and grievances concerning interpretation of all aspects of this contract except those related to discharge and discipline, except that after twelve (12) months, all discharge and discipline shall be subject to review by the union.

Section 2. Notification. The Employer will notify the probationary employee in writing after he/she has completed the first three (3) and six (6) months of his probationary period, advising him/her of his/her areas of weakness and his/her general overall acceptability to law enforcement.

ARTICLE 8. LAYOFF AND RECALL

Section 1. Definition. Layoff shall mean the separation of employees from the active work force due to lack of work or funds or abolition of positions because of changes in organization.

Section 2. Order of Layoff. When there is a decrease in the work force, the following procedure shall be followed: Part-time employees shall be laid off first, then probationary employees, then seniority employees according to seniority on a unit-wide basis with employees with the least seniority being laid off first.

Section 3. Notice of Layoff. Employees to be laid off indefinitely shall be given at least fourteen (14) days prior notice. However, the Employer will make reasonable effort for earlier notice depending on the conditions causing the layoffs.

Section 4. Recall List. Employees laid off shall have their names placed on a recall list in order of seniority.

An employee who is laid off will have their name remain on the list for a period of time equal to their seniority at the time of their layoff or two (2) years, which ever is lesser. Employees shall be recalled from layoff in inverse order of their layoff before other persons are selected for employment.

In order to remain on the recall list, the employee shall maintain their certification to be employed as a police officer.

Section 5. Recall from Layoff. Employees to be recalled from layoff shall be given a maximum of 14 days to respond after notice has been issued by certified and regular mail to their last known address.

Employees who decline recall, or who, in absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from the seniority and recall lists.

ARTICLE 9. LEAVE

Section 1. Vacation Allowance. All permanent, full-time employees **that were hired prior to July 1, 2016** shall receive a vacation allowance as set forth in the following schedule:

SERVICE:	ALLOWANCE:
After one (1) year	56 hours (7 days)
After two (2) years	80 hours (10 days)
After five (5) years	120 hours (15 days)
After eight (8) years	160 hours (20 days)
After thirteen (13) years	200 hours (25 days)
After eighteen (18) years	240 hours (30 days)

All permanent, full-time employees that were hired on or after July 1, 2016 shall receive a vacation allowance as set forth in the following schedule:

SERVICE:	ALLOWANCE:
After one (1) year	40 hours (5 days)
After two (2) years	80 hours (10 days)
After five (5) years	120 hours (15 days)
After ten (10) years	160 hours (20 days)
After fifteen (15) years	200 hours (25 days)

An employee, with approval, may take his vacation at any time during the course of the year as long as it conforms with the requirements of the department. Employees may at no time have accumulated more vacation time than the sum of the vacation time given for their current year of service and their previous year of service. Vacation leave shall be granted to employees covered here by the Chief and such vacations will be granted at such times as they least interfere with the efficient operation of the department. Officers who make the request by April 1 of each year shall be granted vacation preference in accordance with seniority throughout the police

department. An employee will not be permitted to take his/her vacation leave one (1) day at a time unless otherwise approved by the Chief.

Section 2. Payment for Vacation. An employee will be paid for the vacation period on the basis of forty (40) hours per week and eight (8) hours per day, at the employee's rate at the time he takes his vacation. An approved leave of absence will not be counted as a break in the employee's service record when determining his vacation allowance under the progressive vacation plan.

Employees shall receive payment for accrued, but unused, vacation upon termination for any reason from their employment with the City of Mt. Morris. Compensatory time and personal leave days may be coupled with vacation leave.

Section 3. Funeral Leave. A Full-time employee shall be entitled to five (5) days of leave with pay for the death of a spouse or child or in the event of the death of a parent, parent-in-law, brother or sister, brother or sister-in-law; grand parent or grandparent-in-law or in the event of the death of a person, male or female, with whom the employee has lived on a regular, uninterrupted basis in a family-type arrangement for a period of at least 6 months. A family-type arrangement imports a substantial affinity and only one person is eligible for this status at a given time. In the event there is an issue as to the eligibility of a person under this Section, matters such as joint ownership of property, status as principal beneficiary under a will, joint obligations and specific arrangements for marriage will be considered. ~~An employee shall be entitled to 1 day of leave with pay for the death of an aunt, uncle, niece or nephew.~~

Section 4. Absent Leave. A full time employee will be allowed to be absent from work ~~seventy-two (72)~~ **one hundred and four (104)** hours during the City's Fiscal Year. Such leave will be available to the employee on July 1st of each year; however, such leave shall be earned at the rate six (6) hours leave per calendar month. Accordingly, absent leave will be prorated on all new hires at the rate of six (6) hours per full calendar month of service. As of July 1st of any year, employees with unused sick time shall be paid up to ~~48~~ **fifty-six (56)**-hours with any remaining absent leave being forfeited to the Employer.

The use of such absent leave for purposes other than sickness may not be less than 4 hours nor more than 16 consecutive hours. Further, such leave shall not be used to precede or extend vacation or holiday leaves.

Such absent leave may be used as sick leave; however, in the event such use exceeds twenty-three (23) consecutive working hours, the employee, prior to returning to work, may be required to submit a medical report indicating that the employee has sought medical care and is able to resume their duties and responsibilities. Employees absent due to illness shall give notice to their immediate supervisor of such illness at least two (2) hours prior to the beginning of their shift and in any case as soon as possible and shall give said supervisor reasonable continuing information relative to the expected length of such absence.

Any new hire whose probationary period encompasses June 30, the city shall bank the unused absent leave which shall be paid to the employee if they successfully complete their probation. Any probationary employee who is released from employment or any full time employee who is

fired for just cause shall not be entitled to payment of any unused absent leave

Section 5. Medical Certification. Medical certification will not generally be required to substantiate sick leave of absence of three (3) consecutive working days or less; however, medical certification or, in lieu thereof, a signed written statement from the employee setting forth the reasons for the sick leave may be required at the discretion of the Employer for each absence regardless of duration if the Employer has reason to believe the employee is abusing the sick leave privileges. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal.

Section 6. Medical Dispute. If an employee is absent from work for twelve (12) consecutive days due to illness, he/she may be required to submit a doctor's statement for return to work. Any additional examinations or reports shall be at the Employer's expense.

Section 7. Military Leave. Any permanent employee who enters active service of the Armed Forces of the United States or in the United States National Guard or reserve shall receive an unpaid leave of absence for the period of such duty. An employee returning from the military service shall be re-employed in accordance with the applicable federal and state statutes and shall be entitled to any other benefits set forth in this Agreement, providing he satisfies the eligibility requirements established under this Agreement.

Section 8. Training Program. Any permanent employee participating in a branch of the Armed Forces Reserve Training Program shall be granted a leave of absence adequate to complete his minimum requirement assignment upon presentation of proper documentation by the commanding officer.

Section 9. Emergency Duty Leave. Any permanent employee who is called out on emergency duty by any of the established Armed Forces Reserve Training Units or by the Michigan National Guard in order to protect the rights of the citizens of the State of Michigan and the citizens of the United States shall be paid by the Employer the difference between the amount the employee receives for such duty and his regular salary or wage for a period not to exceed five (5) working days.

ARTICLE 10. HOLIDAYS

Section 1. Holidays. It is understood that because of the nature of the job, many employees will have to work during periods normally classified as holidays. Because of this, all employees within the bargaining unit shall receive a full day's pay for all of the holidays listed below regardless if such a holiday was worked or not. In addition, all employees who are required to work on one of the holidays listed below, shall receive in addition to the holiday pay, one and one-half (1 1/2) times their normal hourly rate of pay for the holiday so worked.

The holiday shall be deemed to commence at the last shift closest to midnight of the day preceding and terminate at the last shift closest to midnight of the designated day. It is understood that the officers may be allowed to elect which days they wish to be designated as a

holiday and if such days do not conform with those listed below, such designation shall be made prior to January 1 of the year it is to be taken. The recognized holidays are:

New Years Day	Thanksgiving
Easter	Christmas Eve Day
Memorial Day	Christmas Day
July 4th	New Years Eve Day
Labor Day	

~~**Section 2. Personal Leave Days.** Each employee covered by this Agreement shall be allowed four (4) personal leave days with pay, to be used for the purpose of attending to or caring for personal business or family emergencies. Employees shall request personal leave twenty-four (24) hours in advance, except in case of emergency on approval of the Chief of Police or his designee.~~

Section 3 2. Personal Leave without Pay. Employees may be granted a personal leave of absence without pay upon approval. Request for personal leave of absence shall be in writing and shall be signed by the employee and given to the Chief. Such requests shall state the reasons for leave. Approval from the Chief and the personnel director shall be in writing.

An educational leave may be granted upon permission of the Chief for one term or semester without pay, but without loss of benefits and seniority. However, the officer shall sign a letter of understanding to remain in the employ of the City for one (1) year from the date he returns from his educational leave.

Section 4 3. Leave for Lodge Conferences and Union Conventions. The Employer will grant leaves of absence with pay to Lodge members of the bargaining unit of the Police Officers Labor Council for the following functions:

a) One (1) officer for three (3) days every other calendar year to attend the P.O.L.C. National Conference. The designated officer, who desires attending the National meeting, shall notify the Employer sixty (60) days in advance of his/her intentions for the time off.

b) One (1) officer for three (3) days to attend the P.O.L.C. State of Michigan meeting each calendar year. The designated officer, who is desirous of attending the State meeting, shall notify the Employer sixty (60) days in advance of his/her intentions for the time off.

c) Once a month the division president may be excused to attend the local division meeting during the officer's duty hours. Absence shall be limited to four (4) hours per meeting, one meeting per month. The officer shall notify the Chief at least three (3) days in advance of a scheduled meeting.

d) One (1) officer for one (1) day each calendar year to attend the P.O.L.C. Labor Council meeting.

ARTICLE 11. DISCHARGE AND DISCIPLINE

Section 1. Discipline. Discipline is primarily the responsibility of the Chief of Police and is intended to be a positive or developmental rather than a negative or punishing procedure, and

shall be progressive in nature and for just cause.

Section 2. Transfer to Non-Bargaining Unit Position. Any employee covered by this Agreement who is transferred from a classification covered by this Agreement to a supervisory or command or other position within the Mt. Morris Police Department which is not included within this Agreement shall retain his seniority within the bargaining unit. The employee transferred outside the bargaining unit, except an employee so transferred shall have the right, if he/she selects, to return to the bargaining unit: (1) whenever his position is eliminated; (2) if he is laid off from his position; or (3) if he elects to voluntarily return to the bargaining unit. Upon return to the collective bargaining unit, the employee shall be returned to the classification with seniority from the original date of hire with the City of Mt. Morris Police Department.

Section 3. Violations and Procedures. Whenever a charge is preferred against an employee for (1) an alleged violation of a department rule or regulation, or (2) alleged violations of criminal code, it shall be the prerogative of management to suspend such employee without prejudice, but without pay, until the hearing shall be completed; provided, however, that suspension without pay in the case of an alleged violation of a departmental rule or regulation shall not extend longer than ten (10) working days, and if the hearing shall not have been finalized within that time period, the suspension shall alter to one with pay unless the delay is occasioned by action of the employee himself. While it is considered that an employee who is charged with violation of a criminal code should be suspended without pay until final determination of the case, an exception may be if the Chief or his designee shall conclude that the charge appears flimsy and fanciful with strong probability of innocence, in which event he/she may authorize alternation in suspension to one with pay. Acquittal by the court, as the case may be, entitles the employee to back pay at regular rate for the time of his/her suspension without pay.

ARTICLE 12. GRIEVANCE PROCEDURE

Section 1. Definition. For the purpose of this Agreement, "grievance" shall mean any disagreement concerning terms, conditions, or circumstances of discipline, layoffs, or discharge of police officers.

Section 2. Procedure. An employee having a grievance in connection with the terms of this Agreement shall present it to the Employer as follows:

Step 1. If an employee has a grievance and wishes to enter it into the grievance procedure, the employee and/or the steward will orally discuss it with the Chief of Police within five (5) days of the occurrence of the event or situation which gives rise to the grievance.

Step 2. If the grievance is not resolved at Step 1, the Union representative must reduce the grievance to writing and present it to the Chief within five (5) days in order to be a proper matter for the grievance procedure. The grievance shall be dated and signed by the aggrieved employee and his Union representative, who shall set forth the facts, including dates and provisions of the Agreement that are alleged to have been violated and the remedy desired. The grievance shall not be considered submitted until the Chief receives the written grievance. At the time it is received, it shall be dated and a copy returned to the aggrieved employee. A meeting will be arranged by the Union representative and the Chief to discuss the grievance. The Chief shall then answer the grievance, in writing, within seven (7) days from the date of the meeting at

which the grievance was discussed.

Any grievance not appealed from an answer at Step 2 of the grievance procedure to Step 3 within five (5) days after such answer in Step 2 is received shall be considered settled on the basis of the last answer and not subject to further review.

Step 3. If the answer of the Chief is not satisfactory, the grievance may be referred to the Labor Council Representative who may submit his appeal to the City Manager indicating the reasons why the written answer of the Chief was unsatisfactory. A meeting among no more than two (2) representatives of the Union, one (1) non-employee representative, and three (3) designated representatives of the Employer will be arranged to discuss the grievance or grievances appealed from. Said meeting to be held within seven (7) days from the date when the request for appeal was received by the Employer.

The City Manager shall then answer the grievance in writing within seven (7) days from the date of the meeting at which time the grievance was discussed.

Step 4. In the event the answer of the City Manager is unsatisfactory, the grievance shall be subject to Step 4 and submitted to arbitration. Upon written notice by the Union within fifteen (15) days after the answer in Step 3, the Union requests from the Michigan Employment Relations Commission a list of seven (7) arbitrators, and a copy of said list to be sent to the Employer. The Union and Employer shall make alternate strikes from the list of arbitrators and the last name on the list shall be the arbitrator. A mutually agreed date and time shall be set for such scheduled hearing. If the Union and the Employer cannot agree on such a date and time, the arbitrator shall set the date and time for such hearing. The Employer and the Union Representative shall mutually agree to the question to be decided and shall transmit this question to the arbitrator who shall render his/her decision according to the applicable state law.

Section 3. Time Limitations. The time limitations for this provision as set forth herein shall be strictly adhered to. Saturdays, Sundays and holidays shall not be counted for the purpose of submitting written grievances or answers.

Section 4. Withdrawal of Cases. A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be canceled.

Section 5. Grievance Form. The grievance form shall be as herein provided for: See Attachment.

ARTICLE 13. SPECIAL MEETINGS

Section 1. Definition. Special meetings between the Employer and the Union shall be for the purpose of discussing important matters of employment relations or clarification of the terms of the Agreement. Special meetings shall not be for the purpose of conducting continuing collective bargaining nor to in any way modify, add to, or detract from the provisions of the Agreement.

Section 2. Request. The Employer and the Union agree to meet at a time and place which is mutually agreeable upon a request in writing from either party. The written request shall contain an agenda of matters to be discussed. The meeting shall be held within ten (10) calendar days after receipt of request, or may be extended by mutual agreement of the parties.

Section 3. Attendance. Each party may be represented by up to, but no more than, four (4) persons. Employee representatives of the Union will be paid by the City for time spent in the special meetings if a man is on duty but only for straight time hours they would otherwise have worked in their regular work schedule.

Section 4. Consultation. The Union representative may meet at a place designated by the Employer, on the Employer's property, for a period not to exceed one-half hour immediately preceding a meeting.

ARTICLE 14. MANAGEMENT SECURITY

Section 1. No Strike Clause. The Union recognized the cessation or interruption of services by officers and defined in Section 1 of Public Act 336 of 1947, State of Michigan, as amended, is contrary to law and public policy. Accordingly, the Union and the officers agree that they will not direct, instigate, participate in, encourage, or support any cessation, interruption, or interference of services by any officer or group of officers. Any officer who participates in any such act may be disciplined or discharged without recourse to the grievance procedure herein provided although the question of participation may be the subject of a grievance.

ARTICLE 15. JURY DUTY LEAVE

Section 1. Pay: Any employee(s) who is summoned and reports for jury duty prescribed by applicable law shall **endorse and submit their jury check to the City Treasurer. The employee will be paid at their current straight time pay as if they had worked.** ~~the difference between jury duty fee which they receive for had worked.~~ The employee shall not work on any days they are scheduled for jury duty **except that they will return to work and complete a regular shift in the event the jury duty hours are less than their regular shift hours.**

Section 2. Notice: In order to receive payment, an employee must give the Employer prior notice that they have been summoned for jury duty and must furnish evidence that jury duty was performed on the day(s) which payment is claimed.

ARTICLE 16. MISCELLANEOUS

Section 1. Lockers. Every officer shall be assigned a full-length locker capable of holding police equipment and personal gear. The lockers will be placed in a separate and distinct room with adequate ventilation.

Section 2. Promotions. Promotions to any vacant or created position shall be made to place the applicant best qualified by reason of knowledge, skill and experience in the vacancy or created position. Prior to filling, notice of the existence of a vacancy or created position shall be posted and applications from employees with five (5) or more years seniority shall be solicited. If there are no employees with five (5) or more years seniority, then employees with three (3) or more years may be solicited. The notice of vacancy or created position shall set forth the criteria to be used in selecting him/her. The criteria shall take into consideration past performance, knowledge, as determined by a written examination, skill, experience, and seniority. If no current full-time employees apply and/or qualifies for the vacant or created position, the

Employer may consider hiring from the outside. The promoted employee shall be granted a six (6) month trial period to determine his/her desire to remain in the position and/or his/her former position. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee.

Upon completion of the trial period, the employee may be demoted with cause to his/her former position. In the event the position to which the employee is promoted is abolished, the employee will be given the opportunity to transfer back to his/her former position.

Any of the aforementioned transfers, whether voluntary or involuntary, shall be made in accordance with Article 11, Section 2, of this Agreement.

Section 3. Waiver. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from areas of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge of contemplation of either or both parties at the time that they negotiated or signed this agreement.

Section 4. Educational Payment: The City will reimburse an employee for educational expenses incurred towards a degree in the field they are currently employed in when, in the city's opinion, said degree shall benefit the city. Prior permission of the Chief of Police shall be required in order to be eligible for reimbursement as herein set forth. Reimbursement shall be at the following rate per class to a maximum of \$2,000 per contract year provided the employee completes the course and receives at least a "C" grade.

Employee Gets the <u>Following Grade</u>	<u>Reimbursement for Tuition and Books</u>
C or above	100%

Section 5. Boot Allowance: The City shall reimburse the employee for the price of one pair of uniform boots every fiscal year: (July 1 to June 30) The cap on the reimbursement shall be \$150.00.

ARTICLE 17. SAFETY

Section 1. The City shall provide reasonably safe working conditions. There shall be a joint Safety Committee consisting of one (1) representative of the City and one (1) representative of the Union to which all disputes regarding the safety of employees shall be referred. In the event this Committee is unable to promptly resolve a safety dispute, the matter may be grieved directly to Step 4, Arbitration.

ARTICLE 18 LETTERS OF UNDERSTANDING

All Letters of Understanding and Addendums effective under the prior contract shall remain in effect.

ARTICLE 19. DURATION

This Agreement shall become effective on ~~2013~~**2016**, and continue in full force and effect through June 30, ~~2016~~**2019**.

This Agreement shall be automatically renewed from year to year unless either party shall notify the other in writing not less than ninety (90) days prior to its expiration of their desire to modify, alter or terminate the Agreement upon its expiration.

If written notice of desire to modify, alter, amend or change this Agreement is given, it shall remain in full force and effect throughout the period of negotiations and until such time as a new contract Agreement has been reached and signed.

IN WITNESS WHEREOF, This Agreement has been executed by the duly authorized representatives of the Union and the City of Mt. Morris on this _____ day of _____, ~~2013~~**2016**.

FOR THE CITY OF MT. MORRIS

~~Thomas Darnell~~, City Manager

FOR THE POLICE OFFICERS LABOR
COUNCIL, MT. MORRIS CITY POLICE DEPT.

~~Tom Plumb~~ **Cody Fender**

Cody Fender

Duane Smith, POLC Rep

APPENDIX A - ANNUAL AND HOURLY WAGES

Effective as follows at each step, increases in wages shall be compounded each effective date.

Annual Wage Increase, Effective:

~~7/01/13 @ (+1%)~~ **7/1/16 @ (+3%)**

Effective on November 1, 2013, ~~2014 and 2015~~ **2016, 2017** either party may elect to negotiate a wage **without any decrease in pay** and/or a health insurance re-opener.

Officers Hourly Rate at Seniority of:

- Probationary/First Year Employee:

~~2013~~ **2016-** \$16.19 hr. / \$33,675 yr. **\$16.68 hr. /\$34,694 yr.**

- After 1 year:

~~2013~~ **2016-** \$18.05 hr. / \$37,542. yr. **\$18.59 hr. /\$38,667 yr.**

- After 2 years:

~~2013~~ **2016-** \$19.92 hr. / \$41,428. yr. **\$20.52 hr./\$42,682 yr.**

- After 3 years:

~~2013~~ **2016-** \$21.40 hr. / \$44,516. yr. **\$22.04 hr./\$45,843 yr.**

- After 4 years:

~~2013~~ **2016-** \$23.30 hr. / \$48,466. yr. **\$24.00 hr./\$49,920 yr.**

- After 5 years:

~~2013~~ **2016-** \$24.72 hr. / \$51,427. yr. **\$25.46 hr./\$52,957 yr.**

Patrol Shift Premiums:

2nd shift - one per cent (1%)

3rd shift - one per cent (1%)

September 7, 2016

Mt Morris City Council,

This letter is to inform you of this year's plan, and to request permission for the annual Mt Morris Consolidated Schools Homecoming Parade.

The date for the Homecoming Parade has been set for Friday, October 7, 2016. We will begin lining up for the parade on Walter Street at 4:30pm. The parade will start at 5:45 pm. It will follow the usual route, which starts at the middle school on Walter Street. From there the parade will travel south to Mt Morris Rd, then west through town, heading north on Neff Road, and will end in the parking lot of Elisabeth Ann Johnson High School.

We respectfully request your assistance in blocking the roads from traffic during the duration of the parade. This plan is similar to those in the past. It is our sincere hope that this plan will be approved and our Homecoming parade will proceed accordingly.

Please feel free to contact me with any questions or concerns.

Thank you in advance,

Kelly King

Homecoming Parade Coordinator

810-591-2370 ext 2177

kking@mtmorrisschools.org

Cell 810-577-6249

**CITY OF MT. MORRIS
RESOLUTION 16-55**

WHEREAS: There currently exists vacancies on the Compensation Committee, and

WHEREAS: Mayor Judkins has appointed Jake LaFurgey, term ending December 2017, to the Compensation Committee, and

WHEREAS: It is required that the City Council confirm Mayor Judkins's appointments.

NOW THEREFORE BE IT RESOLVED:

That the City Council does hereby confirm Mayor Judkins's appointment of Jake LaFurgey, term ending December 2017, to the Compensation Committee.

A motion was made by Council member _____, seconded by Council member _____, and thereafter adopted by the City Council of the City of Mt. Morris at a regular meeting held Monday, September 12, 2016, at 7:00 p.m.

_____ Yea

_____ Nay

_____ Absent

Boyce A. Judkins, Mayor

Kristina K. Somers, City Clerk