

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MONDAY, MAY 18, 2020
7:30 P.M.**

Virtual Meeting

AGENDA

OPENING PRAYER:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

APPROVAL OF THE AGENDA:

APPROVAL OF THE MINUTES OF REGULAR MEETING OF MAY 4, 2020:

APPROVAL OF THE MINUTES OF SPECIAL MEETING OF MAY 12, 2020:

ADDRESSING THE CITY COUNCIL

1. Your comments shall be made during times set aside for that purpose.
2. Stand or raise a hand to indicate that you wish to speak.
3. When recognized, give your name and address and direct your comments and/or questions to any City official in attendance.
4. Each person wishing to address the City Council and/or attending officials shall be afforded one opportunity of up to four (4) minutes duration during the first occasion for citizen comments and questions. Each person shall also be afforded one opportunity of up to three (3) minutes duration during the last occasion provided for citizen comments and questions and one opportunity of up to three (3) minutes duration during each public hearing. Comments made during public hearings shall be relevant to the subject for which the public hearings are held.
5. In addition to the opportunities described above, a citizen may respond to questions posed to him or her by the Mayor or members of the Council, provided members have been granted the floor to pose such questions.

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

1. 2020-21 Budget Hearing. Conduct a Public Hearing pursuant to Chapter 8, Section 4 of the City Charter to receive citizen comments regarding proposed 2020-21 Budget.

CITIZEN COMMENTS AND QUESTIONS

CONSENT AGENDA

1. Change Order – Manhole Inspection & Analysis Contract. Approve Change Order No. 1 to Addendum No. 6, Manhole Inspection & Analysis Contract, adding additional services in the amount of \$8,400.00, and authorize payment to the engineer upon satisfactory completion of the work or portion thereof.

2. Emergency Repair Authorization – Fire Department Tower 1. Authorize payment to Front Line Services, Inc. for emergency repair and replacement of parts on Fire Department Tower 1 in the amount of \$11,574.69.
3. Check Register – April 2020. Affirm check disbursements totaling \$395,015.83 for April 2020.

ITEMS OF BUSINESS

1. Amendments to Personnel Policy Manual. Consider proposed changes to the Personnel Policy Manual.
2. Retirement System Funds Transfer - AFSCME. Consider accepting the transfer of the American Federation of State, County, and Municipal Employees (AFSCME), Local No. 1059 and its corresponding retirees to the MERS System in an amount to be determined.
3. Retirement System Funds Transfer – Fire Union. Consider accepting the transfer of the International Association of Fire Fighters (IAFF), Local 504 and its corresponding retirees to the MERS System in an amount to be determined.
4. Retirement System Funds Transfer – General City Non-Union. Consider accepting the transfer of the current General City non-union members and its corresponding retirees to the MERS System in an amount to be determined.

COMMUNICATIONS

1. Glenn M. Chinavare, Utilities Director. 2019 Annual Water Consumer Confidence Report (formerly: Annual Water Quality Report)
2. N. Bradley Hissong, Building Official. April 2020 Building Report.
3. Kevin D. Lenkart, Public Safety Director. April 2020 Fire & Ambulance Report.
4. Downtown Development Authority/Main Street. Minutes of April 14, 2020.
5. Downtown Development Authority/Main Street. Minutes of April 28, 2020.

NEXT MEETING

Monday, June 01, 2020

BOARDS AND COMMISSIONS OPENINGS

Brownfield Redevelopment Authority – County Representative – term expires 06-30-2020
Building Board of Appeals – Alternate - term expires June 30, 2022
Building Board of Appeals – Alternate - term expires June 30, 2021
Brownfield Redevelopment Authority – term expires June 30, 2022
Historical Commission – 2 terms expire December 31, 2020
Planning Commission – term expires June 30, 2020

ADJOURNMENT

The City of Owosso will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio recordings of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon seventy-two (72) hours notice to the City of Owosso. Individuals with disabilities requiring auxiliary aids or services should contact the City of Owosso by writing, calling, or emailing the following: Owosso City Clerk's Office, 301 West Main Street, Owosso, MI 48867; Phone: (989) 725-0500; Email: city.clerk@ci.owosso.mi.us. The City of Owosso Website address is www.ci.owosso.mi.us.

**CITY OF OWOSSO
REGULAR MEETING OF THE CITY COUNCIL
MINUTES OF MAY 4, 2020
7:30 P.M.
VIRTUAL MEETING**

Mayor Christopher T. Eveleth called the meeting to order and announced the meeting would be held as a Virtual Meeting due to the COVID-19 pandemic, under the authority of Executive Order No. 2020-15 of the Office of the Governor of the State of Michigan. He also noted the process for making comments during the Citizen Comments and Questions period and indicated those wishing to comment must sign up by 7:35 p.m.

PRESIDING OFFICER: MAYOR CHRISTOPHER T. EVELETH

OPENING PRAYER: COUNCILMEMBER NICHOLAS L. PIDEK

PLEDGE OF ALLEGIANCE: MAYOR CHRISTOPHER T. EVELETH

PRESENT: Mayor Christopher T. Eveleth, Mayor Pro-Tem Susan J. Osika, Councilmembers Loreen F. Bailey, Janae L. Fear, Jerome C. Haber, Daniel A. Law, and Nicholas L. Pidek.

ABSENT: None.

Mayor Eveleth noted that the agenda for this meeting has been arranged slightly different than normal. Due to the constraints of holding a meeting virtually the 2nd opportunity for citizen comments has been removed. He also asked that Councilmembers please state their last name when making a motion or support.

APPROVE AGENDA

Motion by Councilmember Pidek to approve the agenda as presented.

Motion supported by Councilmember Haber and concurred in by unanimous vote.

APPROVAL OF THE MINUTES OF REGULAR MEETING OF APRIL 20, 2020

Motion by Mayor Pro-Tem Osika to approve the Minutes of the Regular Meeting of April 20, 2020 as presented.

Motion supported by Councilmember Law and concurred in by unanimous vote.

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

None.

CITIZEN COMMENTS AND QUESTIONS

County Commission Marlene Webster gave a brief update from the County, noting that much of their efforts were directed toward planning to re-open the County. She also noted that the meetings for the month of May had been moved to the week of May 18 in the hope that the Commission will be allowed to meet in-person.

Paul Galdis of F&V Construction spoke of his disappointment with the treatment he received from one of the City's contract engineers. He said he felt they had been treated unprofessionally and the Council needs to know what is happening.

Tom Manke, 2910 W. Mi21, thanked everyone that has continued working during the pandemic. He went on to ask which side the Council is on in the debate to re-open or continue to quarantine. Mayor Eveleth indicated that he was informed by the City Attorney that the Governor's Executive Orders have the full force and weight of law. He said he knows the topic is controversial but he will continue to follow the Governor's orders until a court rules otherwise. City Attorney Gould maintained his position and recommended the City wait to see how the litigation of the matter plays out.

Mayor Eveleth noted that Council had received an email earlier in the day from the City Manager in regard to Mr. Galdis's complaints.

Mayor Pro-Tem Osika noted that she sits on the Main Street Promotional Committee and they have been holding weekly Zoom meetings to talk about what they can do to help local businesses re-open. Main Street has also conducted a Facebook survey to understand how consumers are perceiving potential reopening of the economy and she would like DDA Director Adams to share some of those results with the Council.

Councilmember Fear asked for an update on the census. City Manager Henne indicated that the pandemic has made things really difficult in regard to the census coordination meetings, that being said City residents are responding at a rate exceeding the County and matching the State. He said the City plans on putting out one more notice for the census and he has not heard of any extensions to the census to date. Councilmember Fear encouraged everyone to complete their census survey.

Main Street/DDA Director Adams relayed some of the more interesting results from the Facebook survey they recently completed. He said they received over 1600 responses and with the information they plan to create a customer trust marketing initiative with business adopting some of the ideas received as part of the survey.

Mayor Pro-Tem Osika said she appreciates the increased use of Facebook by the City and gave kudos to the staff responsible.

CITY MANAGER REPORT

City Manager Henne updated the Council on the FEMA grant application, the Clark Avenue construction project, equipment staging on Lee Street, the status of the Matthews Building, and development of the City's plan for reopening. Lastly he noted the budget workshop for the 2020-2021 budget will be held May 12 and will be a virtual meeting.

Councilmember Bailey asked if the City plans on closing the sidewalk around the Matthews Building for the safety of pedestrians. City Manager Henne explained that the Building Official was satisfied the building does not present a hazard to pedestrians at this time, but they will continue to monitor the building closely.

Councilmember Haber asked if it was true the Utilities Director did not return any communications from Mr. Galdis. City Manager Henne clarified that the situation involved a contract engineer and not City staff. He went on to say that what Mr. Galdis said was indeed true, but he still had significant issues with the

concrete contractor and as such was not recommending Mr. Galdis's firm for the project. Councilmember Haber agreed he wants the project done right the first time.

CONSENT AGENDA

Motion by Councilmember Pidek to approve the Consent Agenda as follows:

Downtown Owosso Farmers' Market. Consider request from Tracy Peltier- Executive Director of the Downtown Owosso Farmers' Market to close Exchange Street from Water Street to Washington Street, Ball Street from Main Street to Mason Street, and Water Street from Exchange Street to Mason Street every Saturday from May 16, 2020 to October 31, 2020 from 7:00 a.m. until 2:00 p.m. for the annual farmers' market, and approve Traffic Control Order No. 1435 formalizing the request.

DDA/Main Street RLF Emergency Response Loans. Approve the loan of \$15,000.00 in emergency response funds to 3 businesses in the downtown to assist them in weathering the mandatory shut-down of non-essential businesses during the COVID-19 pandemic as detailed below:

RESOLUTION NO. 73-2020

AUTHORIZING THE APPROVAL OF THE RELEASE OF OMS/DDA REVOLVING LOAN FUND FOR EMERGENCY RESPONSE LOANS: COVID-19 ROUND 3

WHEREAS, in 1994 the city of Owosso established the Downtown Owosso Revolving (formerly UDAG/CDBG) Loan Program for projects within the Owosso Downtown Development Authority district; and

WHEREAS, on June 17, 2019 City Council approved the new OMS/DDA Revolving Loan & Grant Program, giving stewardship of the loan and grant process to the Owosso Main Street/DDA Board.

WHEREAS, on March 16, 2020 the OMS/DDA Board approved the addition of Emergency Response Loans to the RLF Manual. These loans were created to this deferment action is in response to:

- The COVID-19 Pandemic
- County & State-wide "social distancing" and "community separation" guidelines related to the COVID-19 pandemic;
- The State-mandated shut-down of all non-essential businesses.

WHEREAS, on April 27, 2020 the OMS/DDA Revolving Loan Committee reviewed and approved 3 applications totaling **\$15,000.00** in Emergency Response Loans.

WHEREAS, on April 28, 2020 the OMS/DDA Board of Directors approved the Revolving Loan Committee's recommendations.

NOW THEREFORE BE IT RESOLVED by the city council of the city of Owosso, Shiawassee County, Michigan that:

FIRST: The City of Owosso approves the loan of **\$5,000.00** to below listed applicants according to the terms & specifications determined by the OMS/DDA Loan & Grant Manual.

- We Print Everything, Inc.; 215 N. Ball Street
- Adaptive Technology Solutions, LLC.; 215 N. Water Street, Suite 101
- JE Blanchett, Inc.; 216 W. Main Street

Contract Amendment – Stormwater Geodatabase Development. Approve Amendment No. 1 to Addendum No. 2.5, Stormwater Geodatabase Development Contract, adding \$9,000.00 in services for additional information related to the flooding in Oakhill Cemetery, and authorize payment to the contractor for the contract amount, including Amendment No. 1, upon satisfactory completion of the work or portion thereof as follows:

RESOLUTION NO. 74-2020

APPROVAL OF ADDENDUM NO. 1 TO ADDENDUM NO. 2.5 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OWOSSO AND ORCHARD, HILTZ & MCCLIMENT (OHM) ADVISORS OF SAGINAW, MI FOR DEVELOPMENT OF A STORMWATER GEODATABASE AND COLLECTION SYSTEM MAP

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has budgeted funds for the development of a Stormwater Geodatabase and Mapping System; and

WHEREAS, the existing stormwater collection system map is obsolete and insufficient for regulatory compliance and maintenance management use, and OHM Advisors provided a proposal for the development of a stormwater geodatabase and collection system map at a cost of \$100,736.00; and

WHEREAS, additional funds are required to expand the original scope of services to provide more comprehensive attribute detail for development of a storm water drainage district within the original scope of services needed to create a storm water geodatabase; and

WHEREAS, the Director of Public Services & Utilities has reviewed the proposal provided by OHM Advisors, and has determined that these additional services are necessary for addressing private and public property flooding issues, and in aiding in the development of a storm water drainage district in cooperation with the Shiawassee County Drain office.

NOW THEREFORE BE IT RESOLVED by the city council of the city of Owosso, Shiawassee County, Michigan that:

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to expand the professional services agreement with OHM Advisors for development of a storm water geodatabase, collections system map, and a storm water drainage district.
- SECOND: The accounts payable department is authorized to submit payment to OHM Advisors in the amount not to exceed \$9,000.00 for additional services, plus \$100,736.00 as approved in the initial scope of services, for a total of \$109,736.00.
- THIRD: The above expenses shall be paid from the following accounts: 202/203-463-818.000, 101-441-831.000 and 590-549-818.000.

Bid Award – WWTP Headworks Project. Approve bid of Grand River Construction, Inc. for the WWTP Headworks Project in the amount of \$2,698,000.00 and authorize payment to the contractor upon satisfactory completion of the work or portion thereof as detailed in the two resolutions below:

RESOLUTION NO. 75-2020

AUTHORIZATION TO ENTER INTO A CONTRACT SERVICES AGREEMENT BETWEEN THE CITY OF OWOSSO AND GRAND RIVER CONSTRUCTION OF HUDSONVILLE, MICHIGAN FOR CONSTRUCTION AND INSTALLATION OF INFLUENT SCREW PUMPS AND GRIT REMOVAL SYSTEM FOR USE AT THE WASTEWATER TREATMENT PLANT

WHEREAS, City council previously approved the 2020 State Revolving Fund (SRF) projects at its regular scheduled meeting held on November 18, 2019, and authorized publication of notice of intent to proceed with the same at its regular scheduled meeting held on February 18, 2020; and

WHEREAS, the construction and installation of the influent screw pumps and grit removal system, known as the Wastewater Treatment Plant (WWTP) Head Works projects, are approved 2020 SRF planned projects; and

WHEREAS, the city of Owosso received competitive bids for construction and installation of the Head Works Projects; and

WHEREAS, the Director of Public Services & Utilities has reviewed the bids received and the recommendation provided by OHM Advisors, and has determined that Grand River Construction is the low responsive and responsible bidder, and has the necessary experience and qualifications to perform the construction and installation of the Head Works Projects.

NOW THEREFORE BE IT RESOLVED by the city council of the city of Owosso, Shiawassee County, Michigan that:

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to contract with Grand River Construction of Hudsonville, Michigan for construction and installation of the SRF 2020 Head Works Projects at the WWTP.
- SECOND: The accounts payable department is authorized to submit payment to Grand River Construction in the amount of \$2,698,000.00.
- THIRD: The above expenses shall be paid for from the Wastewater Fund, and SRF Bond Funds.

And

RESOLUTION NO. 76-2020

TO TENTATIVELY AWARD A CONSTRUCTION CONTRACT FOR WASTEWATER SYSTEM IMPROVEMENTS TO GRAND RIVER CONSTRUCTION, INC.

WHEREAS, the City of Owosso wishes to construct improvements to its existing wastewater treatment and collection system; and

WHEREAS, the wastewater system improvements project formally adopted on November 18, 2019 will be funded through Michigan's State Revolving Fund; and

WHEREAS, the City of Owosso has sought and received construction bids for the proposed improvements and has received a low bid in the amount of \$2,698,000 from Grand River Construction, Inc.; and

WHEREAS, the project engineer, C2ae Engineers, has recommended awarding the contract to the low bidder.

NOW THEREFORE BE IT RESOLVED, that the City of Owosso tentatively awards the contract for construction of the proposed wastewater system improvements project to Grand River Construction, Inc., contingent upon successful financial arrangements with the State Revolving Fund.

Service Authorization – Installation of WWTP Line Reactors. Waive competitive bidding requirements, approve the purchase of services from Newkirk Electric for the installation of up to 5 line

reactors at the WWTP in an amount not to exceed \$20,100.00, and further approve payment to the contractor according to unit prices upon satisfactory completion of the work as follows:

RESOLUTION NO. 77-2020

**AUTHORIZING PURCHASE AGREEMENT AND PAYMENT TO
NEWKIRK ELECTRIC OF FLINT, MICHIGAN FOR INSTALLATION SERVICES OF LINE REACTORS
FOR USE AT THE WASTE WATER TREATMENT FACILITY**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted from the Wastewater Capital Fund, the acquisition and installation of an Emergency Standby Generator and Transformer, and

WHEREAS, the Emergency Standby Generator requires additional services to ensure minimum operational design performance standards, and

WHEREAS, installation of up to five line reactors to remove harmonic distortion between the Emergency Standby Generator and the variable frequency drive units is necessary to obtain minimum operational design performance standards, and

WHEREAS, Newkirk Electric of Flint, Michigan has provided a proposal to provide the necessary installation services to resolve the harmonic distortion issues between the Emergency Standby Generator and the variable frequency drive units, and the Director of Public Services & Utilities has reviewed the installation services proposal provided by Newkirk Electric, and recommends authorizing the services of Newkirk Electric for use at the Wastewater Treatment Facility.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that:

- FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to contract with Newkirk Electric for installation services of up to five (5) line reactors to resolve harmonic distortion issues impacting minimum operational design performance standards of the Emergency Standby Generator at the WWTP.
- SECOND: The accounts payable department is authorized to submit payment to Newkirk Electric of Flint, Michigan according to unit prices in the amount not to exceed \$20,100.00 for said line reactor installation services.
- THIRD: The above expenses shall be paid from account no. 599-901-975.000.

Purchase Authorization - Ferric Chloride. Authorize a purchase agreement with PVS Technologies, Inc. for Ferric Chloride utilizing the Lansing Board of Water & Light's joint purchasing consortium Competitive Bidding Program in the amount of \$224.96 per liquid ton, with an estimated annual contract of \$62,313.92, and authorize payment based on unit prices for actual quantities required for the fiscal year ending June 30, 2021 as follows:

RESOLUTION NO. 78-2020

**RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FOR
FERRIC CHLORIDE WITH FROM PVS TECHNOLOGIES, INCORPORATED
IN ACCORDANCE WITH THE LANSING BOARD OF WATER & LIGHT 2020
CONSORTIUM COMPETITIVE BIDDING PROGRAM**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, requires Ferric Chloride (iron) in bulk deliveries for use in treating municipal wastewater; and

WHEREAS, the Lansing Board of Water & Light (LBWL) solicited competitive bids for ferric chloride; and it is hereby determined that PVS Technologies, Inc. is qualified to provide such product and that it has submitted the lowest responsible and responsive bid.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that:

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to purchase Ferric Chloride from PVS Technologies Incorporated of Detroit, Michigan, at the price of \$224.96 per liquid ton, for an estimated usage of 277 liquid ton for FY 2020-2021.
- SECOND: The accounts payable department is authorized to submit payment to PVS Technologies, Incorporated in the amount of \$62,313.92 for FY2020-2021.
- THIRD: The above expenses shall be paid from the wastewater fund following delivery, and chargeable to account 599-548-743.100.

Purchase Authorization - Sodium Hypochlorite. Authorize a purchase agreement with Olin Corporation for Sodium Hypochlorite utilizing the Lansing Board of Water & Light's joint purchasing consortium Competitive Bidding Program in the amount of \$0.7100 per gallon, with an estimated annual contract of \$38,340.00, plus \$1,200.00 for split delivery, and authorize payment based on unit prices for actual quantities required for the fiscal year ending June 30, 2021 as follows:

RESOLUTION NO. 79-2020

RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FOR SODIUM HYPOCHLORITE WITH OLIN CORPORATION OF CLAYTON, MISSOURI IN ACCORDANCE WITH THE LANSING BOARD OF WATER & LIGHT CONSORTIUM 2020 COMPETITIVE BIDDING PROGRAM

WHEREAS, the City of Owosso, Shiawassee County, Michigan, requires sodium hypochlorite in bulk deliveries for use in treating municipal wastewater and drinking water; and

WHEREAS, the Lansing Board of Water & Light (LBWL) solicited competitive bids for sodium hypochlorite; and it is hereby determined that Olin Corporation of Clayton, Missouri is qualified to provide such product and that it has submitted the lowest responsible and responsive bid.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that:

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to purchase sodium hypochlorite from Olin Corporation at the price of \$.7100 per gallon at an estimated usage of 54,000 gallons FY2020-2021
- SECOND: The accounts payable department is authorized to submit payment to Olin Corporation in the amount of \$38,340.00, plus a split delivery charge of \$1,200.00, for total of \$39,540.00.
- THIRD: The above expenses shall be paid from the wastewater and water fund following delivery, and chargeable to account 599-548-743.300 in the amount of \$29,260.00 and to account 591-553-743.000 in the amount of \$10,280.00.

Purchase Authorization - Bulk Lime. Authorize a purchase agreement with Graymont Incorporated the purchase of bulk lime for the Filtration Plant and Wastewater Plant, utilizing the Lansing Board of Water & Light's joint purchasing consortium Competitive Bidding Program in the amount of \$143.90 per dry ton, with an estimated annual contract of \$115,120.00 and authorize payment based on unit prices for actual quantities required for the fiscal year ending June 30, 2021 as follows:

RESOLUTION NO. 80-2020

**RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FOR
LIME (PEBBLE QUICK LIME) WITH GRAYMONT INCORPORATED
IN ACCORDANCE WITH THE LANSING BOARD OF WATER & LIGHT CONSORTIUM
2020 COMPETITIVE BIDDING PROGRAM**

WHEREAS, the City of Owosso, Shiawassee County, Michigan, requires Lime in bulk deliveries for use in treating municipal drinking water; and

WHEREAS, the Lansing Board of Water & Light (LBWL) solicited competitive bids for lime; and it is hereby determined that Graymont Incorporated of Westbend, Wisconsin is qualified to provide such product and that it has submitted the lowest responsible and responsive bid.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that:

- FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to purchase Lime from Graymont Incorporated, at the price of \$143.90 per ton at an estimated usage of 800 ton for FY2020-2021.
- SECOND: The accounts payable department is authorized to submit payment to Graymont Incorporated in the amount of \$115,120.00.
- THIRD: The above expenses shall be paid from the water fund following delivery, and chargeable to account 591-553-743.000.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

AYES: Councilmember Pidek, Mayor Pro-Tem Osika, Councilmembers Law, Haber, Bailey, Fear, and Mayor Eveleth.

NAYS: None.

ITEMS OF BUSINESS

None.

COMMUNICATIONS

Nathan R. Henne, City Manager. 2020-2021 Proposed Budget.
Cheryl A. Grice, Finance Director. Revenue & Expenditure Report March 2020.
WWTP Review Board. Minutes of April 28, 2020.

NEXT MEETING

Monday, May 18, 2020

BOARDS AND COMMISSIONS OPENINGS

Brownfield Redevelopment Authority – County Representative – term expires 06-30-2020
Building Board of Appeals – Alternate - term expires June 30, 2022
Building Board of Appeals – Alternate - term expires June 30, 2021
Brownfield Redevelopment Authority – term expires June 30, 2022
Historical Commission – 2 terms expire December 31, 2020
Planning Commission – term expires June 30, 2020

ADJOURNMENT

Motion by Councilmember Bailey for adjournment at 8:07 p.m.

Motion supported by Councilmember Law and concurred in by unanimous vote.

Christopher T. Eveleth, Mayor

Amy K. Kirkland, City Clerk



MEMORANDUM

301 W. MAIN ▪ OWOSSO, MICHIGAN 48867-2958 ▪ WWW.CI.OWOSSO.MI.US

DATE: May 14, 2020

TO: City Council

FROM: Glenn M. Chinavare, Director of Public Services & Utilities

SUBJECT: Sanitary Sewer Collection System - MACP Coding/Manhole Condition Assessments Change Order No. 1

RECOMMENDATION:

Approval of change order No. 1 in the amount of \$8,400.00 to the professional service agreement between the city of Owosso and Orchard, Hiltz, and McClement (OHM) of Livonia, Michigan for additional engineering services to complete Sanitary Sewer Manhole MACP Coding and Structural Condition Assessments.

BACKGROUND:

City council approved the initial services agreement in the amount of \$67,900.00 at its regular council meeting on September 17, 2018.

The Manhole Assessment Certification Program (MACP) is a national standard accepted by regulatory agencies and municipalities, and is the program of choice for managing sanitary sewer collection system structures. Its sister program is PACP (Pipe Assessment Certification program), which addresses only the collection pipes/mains.

The additional services are necessary to complete inspections and geodata recording of less than 355 remaining manholes in the collection system. No contingency funds were included in the initial services agreement for addressing buried manholes, incomplete field location data, inclement weather, and unplanned schedule changes. This project is expected to be completed by June 30, 2020.

FISCAL IMPACTS: Proposed additional engineering services in the amount of \$8,400.00 will be funded from the FY2019-2020 Wastewater Fund Account 590-549-818.000.

Document originated by: Glenn M. Chinavare, Director of Public Services & Utilities

Attachment: (1) Resolution
(2) OHM Proposal

RESOLUTION NO.

**AUTHORIZING CHANGE ORDER NO. 1 TO ADDENDUM NO. 6 BETWEEN
CITY OF OWOSSO AND ORCHARD, HILTZ & MCCLIMENT, INC. D/B/A OHM ADVISORS,
FOR MACP CODING/MANHOLE CONDITION ASSESSMENTS**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, entered into an agreement with Orchard, Hiltz & McClement, Inc. d/b/a OHM Advisors for manhole condition assessments and MACP coding by the adoption of Resolution No. 143-2018 on September 17, 2018; and

WHEREAS, the Director of Public Services & Utilities desires to increase funding to provide additional services for completing the sanitary sewer manhole MACP coding and structural condition assessments, for compliance with Asset Management Plan regulatory requirements.

NOW THEREFORE BE IT RESOLVED by the city council of the city of Owosso, Shiawassee County, Michigan that:

FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the public interest to authorize Amendment No. 1 to Addendum No. 6 to increase funding to cover additional services necessary to complete manhole MACP coding and structural condition assessments for remaining manhole structures.

SECOND: The accounts payable department is authorized to submit payment to OHM Advisors in an amount not to exceed \$67,900.00 plus \$8,400.00 for a total of \$76,300.00.

THIRD: The above expenses shall be paid for from the wastewater fund account 590-549-818.000.

ARCHITECTS. ENGINEERS. PLANNERS.



May 11, 2020

Mr. Glenn M. Chinavare
Director of Public Services
City of Owosso
301 West Main
Owosso, MI 48867

RE: Proposal for Professional Services
Sanitary Manhole MACP Assessments – Continuing Services

Dear Mr. Chinavare:

In response to the City's request to complete the remaining sanitary manhole MACP assessments, we offer the following proposal to supplement our labor efforts completed to date for this project. There are approximately 355 sanitary manholes remaining to be inspected. These additional funds are requested to complete the original services for the sanitary manhole MACP assessments at an increased production rate and decreased bill rates.

SCOPE OF SERVICES

Our scope of services for the remaining work effort is as follows:

- Inspect remaining sanitary sewer manholes using MACP protocol and certified personnel.
- Process MACP coding to determine structural deficiencies and excessive I/I.
- Establish rehab methods with associated costs.
- Incorporate acquired information into City's established sanitary geodatabase.

PROJECT DELIVERABLES

OHM Advisors will provide the City with the following deliverables consistent with the scope of work:

- Final updated wastewater AMP database incorporating all new processed data.

SCHEDULE

355 manholes / 20 manholes per day for an 8-hour day = approximately 140 hours including some additional time to establish rehab methods/costs and update the AMP.



FEE

The services outlined above will be performed on an hourly basis for the sum of \$8,400.

ACCEPTANCE

If this proposal is acceptable to you, a signature below will serve as our authorization to proceed with the completion of the remaining sanitary manhole MACP assessments. Thank you for continuing the opportunity for us to be of service.

Sincerely,
OHM Advisors

Andrew VanWormer, P.E.
Project Manager

Orchard, Hiltz, & McCliment, Inc.
CONSULTANT

City of Owosso
CLIENT

_____	(Signature)	_____
_____	(Name)	_____
_____	(Title)	_____
_____	(Date)	_____

Attachments: Original Proposal and Resolution No. 143-2018

OHM Advisors*

201 EAST ELLSWORTH STREET, UNIT 100
MIDLAND MICHIGAN 48640

T 989.956.2020 OHM-Advisors.com



301 W. MAIN ▪ OWOSSO, MICHIGAN 48867-2958 • (989) 725-0599 • FAX (989) 723-8854

MEMORANDUM

DATE: May 12, 2020

TO: Owosso City Council

FROM: Kevin Lenkart, Public Safety Chief

RE: Front Line Services Inc.– Payment Authorization

Public Safety staff requests City Council for payment to Front Line Services Inc.(FLSI), in the amount of \$11,574.69 for the emergency repair and replacement of equipment. Payment will be from the Fire Department vehicle repair fund.

In March of 2020, Owosso Fire Department (OFD) staff noticed some transmission and suspension problems with Tower 1. Staff from FLSI inspected the vehicle and found some suspension and transmission problems with the vehicle. At the request of FLSI staff, the vehicle was driven to their facility in Freeland, Michigan for a more comprehensive evaluation of the fire truck.

The staff at FLSI recommended completed the necessary repairs to ensure the safety and integrity of the vehicle. The invoice is attached to the memo.

RESOLUTION NO.

**AUTHORIZING PAYMENT TO FRONT LINE SERVICES INC.
FOR EMERGENCY REPAIR OF OWOSSO FIRE DEPARTMENT, TOWER 1**

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has a fire department vehicle, Tower 1 that required an emergency repair of the vehicle, and

WHEREAS, the City directed Front Line Services Inc., to proceed and make the emergency repair, which subsequently totaled \$11,574.69, and

WHEREAS, the Public Safety Chief has reviewed the detailed billing from Front Line Services Inc. for the cost of the repair and recommends payment in the amount of \$11,574.69 for the work that was satisfactorily completed.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that:

- FIRST: The City of Owosso has heretofore determined that it was necessary and in the public interest to contract with Front Line Services, Inc. for the emergency repairs to Owosso Fire Department vehicle Tower 1.
- SECOND: The accounts payable department is authorized to submit payment to Front Line Services Inc. in the amount up to \$11,574.69 as authorized by Council this 18th day of May, 2020.
- THIRD: The above expenses shall be paid from the Fire Department vehicle repair fund.



Front Line Services, Inc.
8588 Carter Road
Freeland, MI 48623

(989) 695-6633
(800) 289-3574
fax (989) 695-6636

Inv #: 33750

Cust #: 0030

Date: 4/30/2020

Page: 1

License # F139978

Bill To:
Owosso Fire Department
rhonda.pritchett@ci.owosso.mi.us
Kevin.Lenkart@ci.owosso.mi.us

Ship To:
Owosso Fire Department
202 S. Water St.

Owosso MI 48867

RECEIVED
MAY 04 2020

Cust PO	SP	Ship Via	FOB	Terms	FLSI No
	FLSI	BEST		Net 30	40512

Order	Ship	B/O	Item Number Description	Price	Disc	Ext Pr
1	1	0	CU01CP01 Turbo Air Activated Solenoid	\$739.68	\$0.00	\$739.68
1	1	0	HM01CP01 Coolant Reservoir Cap	\$14.70	\$0.00	\$14.70
1	1	0	WA0575411 40 amp Relay w/Mount	\$8.82	\$0.00	\$8.82
1	1	0	SU05GLM85140B Gear Lube - 85W 140 Bulk (Qt)	\$5.14	\$0.00	\$5.14
1	1	0	AT02CP01 Torque Rod Kit	\$251.14	\$0.00	\$251.14
1	1	0	AT02CP02 Low Coolant Sensor	\$54.38	\$0.00	\$54.38
1	1	0	CXJ1A Center Bearing	\$133.30	\$0.00	\$133.30
1	1	0	FR03CP03 Heater Hose 3 ft.	\$13.24	\$0.00	\$13.24
1	1	0	BU02CP01 Recore Radiator	\$1,825.00	\$0.00	\$1,825.00
1	1	0	MISC Shaft Seal and O-Rings for Aux Steering Box	\$63.35	\$0.00	\$63.35
18	18	0	SU05AFELC Anti Freeze - DefendAL HD 50/50 (QT) - Red (gray	\$2.83	\$0.00	\$50.94
1	1	0	FLSSHP Shipping Charges	\$111.00	\$0.00	\$111.00
1	1	0	FLSSUPP Supplies	\$39.00	\$0.00	\$39.00
87.00	87.00	0.00	LBR5 Shop Labor	\$95.00	\$0.00	\$8,265.00
5.00	5.00	0.00	LBR5 Shop Labor - NO CHARGE	\$95.00	\$95.00	\$0.00

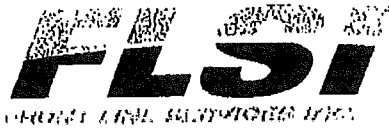
Subtotal \$11,574.69
Tax \$0.00
(Deposit) \$0.00

40512 1 of 1

Tower 1

TOTAL \$11,574.69

FIRE TRUCK SALES * SERVICE * EQUIPMENT



Front Line Services, Inc.

8588 Carter Rd.
Freeland, MI 48623

(800) 289-3574

Fax: (989) 695-6636

www.flsl.net info@flsl.net

Work Order

W.O. # 40512

CUSTOMER:	Owosso Fire Dept	CUST. #:	0030	WO:	1 of 1
VEHICLE:	Tower 1	YEAR:	2009	DATE COMPL:	4/15/2020
MAKE:	HME/RK			MILEAGE:	

A FD reports lack of power, lots of black smoke when cold

Services Performed: Troubleshoot lack of power and excessive smoking. Checked out turbo charger. Found waste gate actuator for turbo broken. Removed and replaced. Test drove, all OK.

Recommendations: None

C FD reports the driveline center bearing needs replacing

Services Performed: Removed drive shaft and replaced center bearing. Reinstalled drive shaft and road tested. All OK.

Recommendations: None

D FD reports sway bar bushings need replacing

Services Performed: Obtained suspension info to order proper replacement parts. Removed rear torque rod and cleaned area thoroughly. Welded and installed new torque rod kit. Road tested, all OK.

Recommendations: None

E FD reports leak at power steering pump

Services Performed: Cleaned up power steering fluid to identify leak origin. Found power steering pump gasket leaking. Some bolts were loose, tightened and ran again. Still leaking fluid. Removed power steering lines and mounting plate and cleaned all surfaces. Applied new sealant to gaskets, reinstalled, and hooked up lines. Cleaned area and ran truck to test for leaks, none found.

Recommendations: None



Work Order

W.O. # 40512

CUSTOMER:	Owosso Fire Dept	CUST. #:	O030	WO:	1 of 1
VEHICLE:	Tower 1	YEAR:	2009	DATE COMPL:	4/15/2020
MAKE:	HME/RK	MILEAGE:			

F FD aux steering linkage box has leak

Services Performed: Identified leak and ordered new seals and o-rings. Removed steering box and installed new seals and o-rings. Reinstalled box and topped off gear lube. Tested, all OK.

Recommendations: None

G FD reports engine tunnel insulation is falling down

Services Performed: Evaluated engine tunnel insulation. Found the cab movement causing insulation to rub on the engine intake piping and radiator causing damage. If it was to be repaired, the damage would happen again quickly. Discussed with Layne and decided to leave as-is at this time.

Recommendations: None

H FD reports ABS light is on

Services Performed: Troubleshoot and worked with Wabco tech support to determine cause of ABS light on. After multiple tests, determined the ABS ECU was bad.

Recommendations: Recommend replacing the ECU.

I FD reports occasional smell of antifreeze in the officers seat

Services Performed: Inspected and found top and bottom of coolant tank leaking and a pinhole in the radiator core. Repair on Phase K.

Recommendations: None

FIRE TRUCK SALES * SERVICE * EQUIPMENT



Front Line Services, Inc.

8588 Carter Rd.
Freeland, MI 48623
(800) 289-3574
Fax: (989) 695-6636
www.flsl.net info@flsl.net

Work Order

W.O. # 40512

CUSTOMER:	Owosso Fire Dept	CUST. #:	0030	WO:	1 of 1
VEHICLE:	Tower 1	YEAR:	2009	DATE COMPL:	4/15/2020
MAKE:	HME/RK	MILEAGE:			

J FD reports open door compartment light comes on intermittently

Services Performed: Unable to duplicate this issue.

Recommendations: None

K Recore Radiator

Services Performed: Removed radiator and took to radiator repair facility where it was recored. Reinstalled radiator and tested for leaks and proper operation. All OK.

Recommendations: None

L Aerial override switch inop

Services Performed: Inspected and found corroded contacts on several switches. Cleaned and reinstalled. Tested, all OK.

Recommendations: None

M Reinforce parking brake valve on dash - It is unstable

Services Performed: Disassembled dash to access air brake switch. Fabricated, painted, and installed a support plate to reinforce the dash. Reassembled dash and tested switch. All OK.

Recommendations: None

CHECK REGISTER FOR CITY OF OWOSSO
CHECK DATE FROM 04/01/2020 - 04/30/2020

Check Date	Check	Vendor Name	Description	Amount
Bank 1 GENERAL FUND (POOLED CASH)				
04/03/2020	132429	FEENY KEVIN	OVERPAYMENT	\$ 100.00
04/03/2020	132430	AFLAC	PAYROLL DEDUCTION-AFLAC PREMIUM	\$ 887.94
04/03/2020	132431	H K ALLEN PAPER CO	SUPPLIES	\$ 84.00
04/03/2020	132432	H K ALLEN PAPER CO	SUPPLIES	\$ 324.50
04/03/2020	132433	H K ALLEN PAPER CO	SUPPLIES	\$ 55.00
04/03/2020	132434	AMERICAN ELECTRIC MOTOR CORP	TERTIARY PUMP #3 MOTOR RECONDITION	\$ 2,721.00
04/03/2020	132435	CHAPTER 13 TRUSTEE AT FLINT	PAYROLL DEDUCTION-CASE 18-32306-DOF	\$ 115.40
04/03/2020	132436	D & D TRUCK & TRAILER PARTS	SUPPLIES	\$ 44.19
04/03/2020	132437	D & D TRUCK & TRAILER PARTS	PARTS	\$ 532.60
04/03/2020	132438	DELTA DENTAL PLAN OF MICHIGAN	APRIL 2020-DENTAL INSURANCE PREMIUM	\$ 3,836.34
04/03/2020	132439	GLOBAL ENVIRONMENTAL CONSULTING LLC	LAB TESTING	\$ 500.00
04/03/2020	132440	H2O COMPLIANCE SERVICES INC	INSPECTION SERVICES FOR CROSS CONNECTION PROGRAM	\$ 731.25
04/03/2020	132441	HOME DEPOT CREDIT SERVICES	MATERIALS/SUPPLIES	\$ 38.85
04/03/2020	132442	HOME DEPOT CREDIT SERVICES	MATERIALS/SUPPLIES	\$ 21.38
04/03/2020	132443	HOME DEPOT CREDIT SERVICES	MATERIALS/SUPPLIES	\$ 38.97
04/03/2020	132444	HOME DEPOT CREDIT SERVICES	MATERIALS/SUPPLIES	\$ 34.59
04/03/2020	132445	HOME DEPOT CREDIT SERVICES	MATERIALS/SUPPLIES	\$ 27.93
04/03/2020	132446	HOME DEPOT CREDIT SERVICES	MATERIALS/SUPPLIES	\$ 27.97
04/03/2020	132447	HOME DEPOT CREDIT SERVICES	MATERIALS/SUPPLIES	\$ 27.95
04/03/2020	132448	HOME DEPOT CREDIT SERVICES	MATERIALS/SUPPLIES	\$ 15.24
04/03/2020	132449	HOME DEPOT CREDIT SERVICES	MATERIALS/SUPPLIES	\$ 26.71
04/03/2020	132450	HOME DEPOT CREDIT SERVICES	MATERIALS/SUPPLIES	\$ 405.27
04/03/2020	132451	HOME DEPOT CREDIT SERVICES	MATERIALS/SUPPLIES	\$ 23.20
04/03/2020	132452	MICHIGAN ASSOCIATION OF CHIEFS OF P	MEMBERSHIP-KEVIN LENKART-5/1/20-5/1/21	\$ 115.00
04/03/2020	132453	MISDU	PAYROLL DEDUCTIONS	\$ 1,703.90
04/03/2020	132454	NATIONAL FIRE PROTECTION ASSOCIATIO	MEMBERSHIP-RICK BREWBAKER-6/1/20-5/21/23	\$ 445.00
04/03/2020	132455	OWOSSO-WATER FUND	WATER/SEWER BILLS	\$ 4,370.55
04/03/2020	132456	SHIAWASSEE FAMILY YMCA	PAYROLL DEDUCTION-MEMBERSHIPS	\$ 197.20
04/03/2020	132457	TRACTOR SUPPLY COMPANY	SUPPLIES	\$ 11.99
04/03/2020	132458	WIN'S ELECTRICAL SUPPLY OF OWOSSO	MATERIALS/SUPPLIES	\$ 432.30
04/03/2020	132459	WIN'S ELECTRICAL SUPPLY OF OWOSSO	MATERIALS/SUPPLIES	\$ 51.80
04/03/2020	132460	WIN'S ELECTRICAL SUPPLY OF OWOSSO	MATERIALS/SUPPLIES	\$ 311.98
04/03/2020	132461	WIN'S ELECTRICAL SUPPLY OF OWOSSO	MATERIALS/SUPPLIES	\$ 626.58
04/03/2020	132462	WIN'S ELECTRICAL SUPPLY OF OWOSSO	MATERIALS/SUPPLIES	\$ 107.28
04/03/2020	132463	ZORO TOOLS INC	BARRICADE (2)	\$ 170.79

04/15/2020	132464	10 COMPUTER REPAIR & MORE LLC	RLF EMERGENCY RESPONSE LOAN	\$ 5,000.00
04/15/2020	132465	ASHLEIGH'S DANCE SHACK LLC	RLF EMERGENCY RESPONSE LOAN	\$ 5,000.00
04/15/2020	132466	AZEE BUSINESS SOLUTIONS	BUSINESS DEVELOPMENT LOAN	\$ 27,000.00
04/15/2020	132467	CHAPTER 13 TRUSTEE AT FLINT	PAYROLL DEDUCTION-CASE 18-32306-DOF	\$ 115.40
04/15/2020	132468	FIRST BANKCARD	HOTEL FOR STEVE CHAPKO WHILE AT TRAINING	\$ 640.50
04/15/2020	132469	FIRST BANKCARD	HOTEL ROOM-JANEA FEAR	\$ 116.63
04/15/2020	132470	IMERMAN INC	RLF EMERGENCY RESPONSE LOAN	\$ 5,000.00
04/15/2020	132471	M A HANNA CORP OF MICHIGAN	PROPERTY DEVELOPMENT LOAN	\$ 6,000.00
04/15/2020	132472	MA HANNA CORP OF MICHIGAN	RLF EMERGENCY RESPONSE LOAN	\$ 5,000.00
04/15/2020	132473	MISDU	PAYROLL DEDUCTIONS	\$ 1,703.90
04/15/2020	132474	O. MARIE'S LLC	RLF EMERGENCY RESPONSE LOAN	\$ 5,000.00
04/15/2020	132475	STANDARD INSURANCE COMPANY	APRIL 20-GROUP LIFE INSURANCE	\$ 5,023.66
04/15/2020	132476	STATE OF MICHIGAN	WATER SUPPLY SYSTEM REVENUE BOND FILING FEE	\$ 644.00
04/15/2020	132477	THE VINTAGE BARREL LLC	BUSINESS DEVELOPMENT LOAN	\$ 20,000.00
04/15/2020	132478	WOODWORTH COMMERCIAL LLC	RLF EMERGENCY RESPONSE LOAN	\$ 5,000.00
04/17/2020	132479	MARK D AGNEW	UPDATE TO CITY WELCOME SIGNS	\$ 225.00
04/17/2020	132480	H K ALLEN PAPER CO	SUPPLIES	\$ 424.00
04/17/2020	132481	AMERICAN SPEEDY PRINTING	PURCHASE ORDER BOOKS-20 BOOKS .	\$ 389.00
04/17/2020	132482	THE ARGUS-PRESS	PRINTING OF LEGAL NOTICES ETC	\$ 325.00
04/17/2020	132483	CALEDONIA CHARTER TOWNSHIP	PAYMENT PER WATER DISTRICT AGREEMENT	\$ 32,619.65
04/17/2020	132484	CENTRAL MICHIGAN DIESEL, INC.	ENGINE 1 REPAIRS	\$ 615.10
04/17/2020	132485	CHARLES F GILBERT & SONS INC	RLF EMERGENCY RESPONSE LOAN	\$ 5,000.00
04/17/2020	132486	CITY OF CORUNNA	FY 19/20-MAINTENANCE SHIAWASSEE RIVER TRAIL	\$ 6,873.23
04/17/2020	132487	JUDY ELAINE CRAIG	COURIER SERVICES	\$ 193.50
04/17/2020	132488	DAYSTARR COMMUNICATIONS	MAY 20-PHONE AND BROADBAND INTERNET	\$ 1,050.92
04/17/2020	132489	DICK'S AUTO SERVICE	TOWING	\$ 65.00
04/17/2020	132490	FOSTER COFFEE COMPANY LLC	RLF EMERGENCY RESPONSE LOAN	\$ 5,000.00
04/17/2020	132491	IN STOCK MARKETING	SUPPLIES	\$ 124.00
04/17/2020	132492	INDUSTRIAL SUPPLY OF OWOSSO INC	PARTS	\$ 368.85
04/17/2020	132493	J HARRISON PROPERTIES	PROPERTY DEVELOPMENT LOAN	\$ 9,400.00
04/17/2020	132494	J'S TUX & BRIDAL	RLF EMERGENCY RESPONSE LOAN	\$ 1,800.00
04/17/2020	132495	KLEEMAN PROPERTIES LLC	BUSINESS DEVELOPMENT LOAN	\$ 30,000.00
04/17/2020	132496	MICHIGAN MUNICIPAL LEAGUE	UNEMPLOYMENT CONTRIBUTIONS/WAGE STUDY	\$ 26,797.08
04/17/2020	132497	MARK A MITCHELL	REIMBURSEMENT FOR SUPPLIES	\$ 4.23
04/17/2020	132498	MOWINSKI PROPERTIES LLC	PROPERTY DEVELOPMENT LOAN	\$ 50,000.00
04/17/2020	132499	PROFESSIONAL ANSWERING SERVICES	APRIL 2020-TELEPHONE ANSWERING SERVICE	\$ 75.00
04/17/2020	132500	SAW INVESTORS LLC	RLF EMERGENCY RESPONSE LOAN	\$ 5,000.00
04/17/2020	132501	SHIAWASSEE COUNTY CLERK	PRESIDENTIAL PRIMARY ELECTION SUPPLIES	\$ 3,375.96
04/17/2020	132502	SHIAWASSEE DISTRICT LIBRARY	SATA PAYROLL	\$ 685.56
04/17/2020	132503	SHIAWASSEE REGIONAL CHAMBER OF COMMERSE	REIMBURSEMENT FOR ELIGIBLE DEVELOPER EXP	\$ 62,654.28
04/17/2020	132504	SPARTAN STORES LLC	SUPPLIES	\$ 21.04

04/17/2020	132505	SPRINT COMMUNICATIONS	CELL PHONE SERVICE/EQUIPMENT-3/7/20-4/6/20	\$ 716.50
04/17/2020	132506	STATE OF MICHIGAN	QUALITY ASSURANCE ASSESSMENT-1/1/20-3/31/20	\$ 1,473.16
04/17/2020	132507	STATE OF MICHIGAN	SEX OFFENDER REGISTRATION FEES	\$ 240.00
04/17/2020	132508	THOMAS JANITORIAL INC	COVID19 CLEANING OF PUBLIC SAFETY VEHICLES	\$ 160.00
04/17/2020	132509	TRECHA ENTERPRISES AB, LLC	RLF EMERGENCY RESPONSE LOAN	\$ 5,000.00
04/17/2020	132510	VALLEY LUMBER	MATERIALS/SUPPLIES	\$ 178.69
04/17/2020	132511	WAKELAND OIL COMPANY	POLICE DEPARTMENT CAR WASHES-JAN-MAR 2020	\$ 318.00
04/17/2020	132512	WISTEX II LLC	PARTS	\$ 455.41
04/27/2020	132513	AAMAZON LEGAL SERVICES PLLC	RLF EMERGENCY RESPONSE LOAN	\$ 5,000.00
04/27/2020	132514	H K ALLEN PAPER CO	SUPPLIES	\$ 328.25
04/27/2020	132515	CHAPTER 13 TRUSTEE AT FLINT	PAYROLL DEDUCTION-CASE # 18-32306-DOF	\$ 115.40
04/27/2020	132516	ELITE PET STYLING	RLF EMERGENCY RESPONSE LOAN	\$ 5,000.00
04/27/2020	132517	IHM ENTERPRISES LLC	RLF EMERGENCY RESPONSE LOAN	\$ 5,000.00
04/27/2020	132518	LIQUID RAINBOW INC	RLF EMERGENCY RESPONSE LOAN	\$ 5,000.00
04/27/2020	132519	MISDU	PAYROLL DEDUCTIONS	\$ 1,703.90
04/27/2020	132520	OFFICE DEPOT	SUPPLIES	\$ 481.85
04/27/2020	132521	CHASE PEIFFER	REIMBURSEMENT FOR SUPPLIES	\$ 9.53
04/27/2020	132522	R & B SOUND AND MUSIC LLC	RLF EMERGENCY RESPONSE LOAN	\$ 5,000.00
04/27/2020	132523	THOMAS JANITORIAL INC	COVID19 CLEANING OF PUBLIC SAFETY VEHICLES	\$ 340.00
04/27/2020	132524	TOWN TO TOWN GOURMET PASTRIES	RLF EMERGENCY RESPONSE LOAN	<u>\$ 5,000.00</u>

1 TOTALS:

Total of 96 Disbursements:	<u>\$ 395,015.83</u>
----------------------------	----------------------

Bank 10 OWOSSO HISTORICAL FUND

04/17/2020	5344	LINDA J BEEMAN	PROFESSIONAL SERVICES-GRANT WRITING	\$ 420.00
04/17/2020	5345	CONSUMERS ENERGY	515 N WASHINGTON ST	\$ 235.32
04/17/2020	5346	OWOSSO-WATER FUND	WATER/SEWER USAGE	<u>\$ 299.92</u>

10 TOTALS:

Total of 3 Disbursements:	<u>\$ 955.24</u>
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301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 • (989) 725-0599 • FAX (989) 723-8854

MEMORANDUM

DATE: May 14, 2020

TO: Mayor & City Council

FROM: Jessica B. Unangst, Director of HR & Administrative Services

RE: Personnel Policy Manual Update

The Personnel Policy Manual covers all non-union employees (we call them General City). It has been almost 11 years since we have made updates. I have attached a draft of the Manual with "Track Changes" so you can see my recommended changes. I will update the Table of Contents once approved and all changes have been made.

The updates includes:

1. Corrections, typos and punctuation throughout the document.
2. Updated the Non-Discrimination & Anti-Harassment Policy, Definitions of Harassment, (b) – added additional protected characteristics.
3. Updated the Employee Categories, Full-Time Employees – to reflect the number of hours per day they work, seven (7) hours.
4. Also updated the Employee Categories, Part-Time Employees – to a maximum of 30 hours per week. Given the Patient Protection & Affordable Care Act part-time employees must work, on average, under 30 hours per week, otherwise we are required to provide them with health insurance.
5. Under Performance Management & Compensation Programs – increases are not tied to performance reviews at the City, so that section has been struck.
6. Under Payment of Wages – we are now requiring all employees to enroll in direct deposit. We have required all union employees to do the same. Also, we will no longer do a payroll advance.
7. Vacation – if an employee becomes sick on vacation, we will allow them to change the time they use to sick time, instead of vacation.

8. Holidays – Added Martin Luther King, Jr. as a holiday day off (same as the unions). And struck the old language regarding employee birthdays as a holiday.
9. Health Insurance – Added PA152 language regarding the hard caps that we follow now and struck the contribution amounts that used to be in place.
10. Health Insurance Opt-Out – added that two employees cannot be double-covered on the city's insurance (if spouses work for us, we cannot double-cover one person or the entire family).
11. Struck the Health Savings Accounts (HSA) section – we do not offer these accounts.
12. Life Insurance – struck the language regarding contractual agreements. Our General City employees either receive one time their annual salary (hourly employees) or two times their annual salary (salaried employees).
13. Retirement, Retirement Option A – Added language to address the MERS plan and specify other portions of the benefit. Similar to the Firefighters, we are offering the General City employees in the pension plan an additional 30 days' vacation upon notification of their plans to retire.
14. Retirement, Retirement Option B – The City is contributing four percent (4%) to all employees defined contribution account, whether they choose to contribute or not.
15. Section 125 Flexible Spending Account Plan – Debit cards are now available for employees to use for this plan. Instead of specifying the amounts that change regularly, I added that we will follow the federal maximum.
16. Short Term Disability Benefits – Our provider looks at the last 12 months of wages, not six months of wages.
17. Moving Expenses – taken out, we have never offered that in the 12 years I have been with the City.
18. Appearance & Conduct – Added that we have Casual Fridays.
19. Post Resignation/Termination Procedures – Updated to the vendors we now use for the retirement plans. And also updated the benefits that employees can COBRA when they leave.
20. Struck Residency – we have removed from all union contracts as well.
21. Use of City Vehicles by City Employees – Added current procedures and gassing requirements.
22. Smoke-Free Workplace Policy – Added additional tobacco that may currently be used.

It is without hesitation that I recommend approval of the updated Personnel Policy Manual.

RESOLUTION NO.
APPROVING THE UPDATED PERSONNEL POLICY MANUAL
FOR THE CITY OF OWOSSO

WHEREAS, the City Council, previously adopted the City of Owosso Personnel Policy Manual on September 22, 2009; and

WHEREAS, the Director of Human Resources has presented the City Council the revised Personnel Policy Manual; and

WHEREAS, the City Council has reviewed the revised Manual and finds it in the best interest of the City and its employees to adopt the revisions; and

WHEREAS, the City Council finds that the proposed revisions will serve to further inform employees of City personnel policies and that current and sound personnel policies are an essential part of recruiting and retaining excellent employees and extending high quality services to the public.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that:

- FIRST: The City of Owosso Personnel Policy Manual updated May 18, 2020 is hereby approved and adopted by the City Council.
- SECOND: This Resolution and the Manual shall take effect immediately, on May 18, 2020. All employees of the City shall be provided a copy of such Employee Handbook and shall sign an acknowledgement and receipt.
- THIRD: The Mayor and Councilmembers approve this resolution.

City of Owosso

PERSONNEL POLICY MANUAL

July 1985

Adopted November 4, 1985
by the City Council

Additions/Revision Made
and Adopted by the
City Council on
July 10, 1989
December 18, 1989
January 7, 1991
August 19, 1991
January 16, 2001
March 18, 2002
March 6, 2006
September 22, 2009

May 18, 2020

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FOREWORD

ON BEHALF OF THE CITIZENS OF OWOSSO, WE WILL PROVIDE SUPERIOR MUNICIPAL SERVICES, AND IMPLEMENT GUIDING ~~PRINCIPALS~~ **PRINCIPLES** THAT CONTINUALLY ENHANCE QUALITY OF LIFE.

The City of Owosso strives to set the bar. We focus on conducting daily business as a City aiming to provide our citizens with the best quality of life possible. The City Council and City staff are committed to moving in a direction that is best for the overall character and betterment of our community based on the voices and opinions of those living in Owosso. We believe that the cornerstones needed for a successful community are a fierce entrepreneurial spirit, a highly qualified and inspired city staff, an educated and extremely engaged citizenry, and a set of focused and attainable short-term and long-term goals.

As a historic city with an entrepreneurial heritage, we recognize the importance of quality of life, neighborhood integrity, education, and responsible growth and rehabilitation in our community. We must focus on forward thinking policies that retain the integrity and standard of service to which our citizens have become accustomed. Continual revitalization of our downtown commercial corridor, the city's neighborhoods, and our educational system is of the utmost importance to the city government.

Owosso, the proud home of numerous creative and entrepreneurial leaders and the heart of Shiawassee County, will be a vibrant, progressive, knowledge-based community, which promotes the highest quality of life by...

- > ensuring safe, tranquil, clean, and healthy neighborhoods with enduring character,
- > increasing and maintaining the mobility of Owosso citizens through a comprehensive and well-planned transportation system,
- > expecting urban development and management that strives to preserve our natural environment,
- > supporting well planned, quality and sustainable growth,
- > valuing and protecting our cultural and historical community resources,
- > developing and maintaining quality cost-effective community facilities, infrastructure and services which ensure our city is cohesive and well connected,
- > pro-actively creating and maintaining educational and economic opportunities for all citizens.

Owosso will remain among the friendliest and most responsive of communities and a demonstrated partner in maintaining and enhancing all that is good and celebrated in the Shiawassee County area. It will forever be a place where history is in the making.

City of Owosso Core Values to Uphold:

The health, safety, and general ~~well-being~~**well-being** of the community.
Excellence in customer service from City employees.
Fiscal responsibility.
Involvement and participation of the citizenry.
Collaboration and cooperation among City departments.
Regionalism: be an active member of the Shiawassee community and beyond.
Active community participation that fosters municipal empowerment.
Well-equipped, clean, safe community parks and green space.
Community accessibility via support for a variety of means of transportation.

City of Owosso Organizational Values to Uphold:

Be One City, One Team
Respect everyone
Deliver excellent service
Initiate
Create
Innovate
Be personally responsible
Do the right thing
Act with integrity and honesty
Have fun

Whether you have just joined our staff or have been at the City of Owosso for a while, we are confident that you will find our organization a dynamic and rewarding place in which to work and we look forward to a productive and successful association. We consider the employees of the City of Owosso to be one of its most valuable resources. We encourage you, the employee, to provide us with feedback (information, questions and suggestions) on a regular basis. The goal is to keep communications flowing both ways (from management to employees and from employees to management). Your thoughts are valued and absolutely necessary for the success of the City of Owosso. This manual has been written to serve as the guide for the employer/employee relationship.

There are several things that are important to keep in mind about this ~~handbook~~ manual. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific question(s) to the Human Resources Department. Neither this handbook nor any other organizational document, confers any contractual right, either express or implied. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated by the City or you may resign for any reason, at any time. No supervisor or other representative of the City (except the City Manager) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

Second, the procedures, practices, policies and benefits described here may be modified or discontinued from time to time. We will try to inform you of any changes as they occur.

Finally, some of the subjects described here are covered in detail in official policy documents. You should refer to these documents for specific information, since this ~~handbook~~ manual only briefly summarizes those benefits. Please note that the terms of the written insurance policies are controlling.

It is the intention of the City of Owosso to follow all federal, state and local regulations. We ask that you come directly to the City Manager or Human Resources Director to report any violations or report it to any agency you feel appropriate.

INTRODUCTION

Purpose of the Personnel Manual

It is the purpose of this City of Owosso Personnel Manual to give effect to the intent and requirements of Chapter 7 of the Charter of the City of Owosso pertaining to personnel management. The rules and procedures hereinafter set forth the framework for the conditions of employment for City employees and administrative officers as defined, determined and implemented by the City Manager. The City Manager has the discretion to add and/or subtract conditions to assist in the effective and efficient management of the City of Owosso. This manual is to be a guide for General City - City of Owosso employees, if there is a conflicting section in this manual, as compared to an employment agreement, the employment agreement shall prevail. If you have a complaint while employed with the City please report it first to your direct supervisor. If your issue is not resolved by your supervisor or you are not comfortable approaching your supervisor, please report the complaint directly to the Human Resources Director.

Personnel Director

The City Manager shall assume all of the duties and responsibilities as the Personnel Director of all City employees and administrative officers. The City Manager may delegate such duties to some other employee of the City who has the necessary training or experience to act in this capacity. Further, the City Manager may establish necessary procedures for the orderly administration of the Personnel Manual and human resources management in such a way as to insure the following:

1. That the City of Owosso shall not discriminate in regard to hiring, terms of employment, promotion, transfer, or other conditions of employment because of race, color, creed, national origin, sex, religious affiliation, age, height, weight, marital status, disability status, or any other protected characteristic as established by law.
2. That employment in the City service shall be made attractive as a career.
3. That all appointments and promotions to positions in this plan shall be on the sole basis of merit and fitness, which so far as is practical, shall be ascertained by means of comprehensive interviews and the City reserves the option to conduct competitive exams.
4. That a performance management program shall be provided and all employees may be evaluated on a yearly basis.
5. That each employee shall be encouraged to render the best service to the City.

Employer Rights

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

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

Equal Employment Opportunity Policy

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at the City of Owosso, where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, sex, age, national origin, disability, or any other protected characteristic as established by law.

This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment.

The Human Resources Department has overall responsibility for this policy and maintains reporting and monitoring procedures. Employees' questions or concerns should be referred to the Human Resources Department.

Appropriate disciplinary action may be taken against any employee willfully violating this policy.

Non-Discrimination & Anti-Harassment Policy

—The City of Owosso is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, the City expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment. Harassment and discrimination, based upon protected characteristics, are not tolerated at the City of Owosso and will be treated seriously with discipline up to and including discharge.

Definitions of Harassment

a. Sexual harassment will not be tolerated at the City of Owosso. For the purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); and other physical, verbal or visual conduct of a sexual nature. Sex-based harassment is harassment not involving sexual activity or language (e.g., male manager yells only at female employees and not males) may also constitute discrimination if it is severe or pervasive and directed at employees because of their sex.

b. Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of race, color, religion, national origin, age, disability, **gender, genetic information, pregnancy, military status** or any other characteristic protected by law or that of the individual's relatives, friends or associates, and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).

Individuals and Conduct Covered

These policies apply to all applicants and employees, and prohibit harassment, discrimination and retaliation whether engaged in by fellow employees, by a supervisor or manager or by someone not directly connected to the City (e.g., an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

Retaliation Is Prohibited

The City of Owosso prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action, up to and including termination.

Complaint Procedure

Reporting an Incident of Harassment, Discrimination or Retaliation:

The City of Owosso strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they believe is contrary to the City's policy or who have concerns about such matters should file their complaints with their immediate supervisor, the Human Resources Director ~~or any member of the Human Resources Department~~, or the City Manager before the conduct becomes severe or pervasive. The City prefers that employees submit concerns in writing, for a more thorough investigation. All concerns will be investigated, whether they are in a written format or not. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of one of the other City designated representatives identified above.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, the City strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. The City will make every effort to stop alleged harassment before it becomes severe or pervasive, but can only do so with the cooperation of its staff/employees.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that the behavior is unwelcome and requesting that it be discontinued.

The Investigation

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly, thoroughly and impartially. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Responsive Action

Misconduct constituting harassment, discrimination or retaliation will be dealt with promptly and appropriately. Responsive action may include, for example, training, referral to counseling, monitoring of the offender and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reduction of wages, demotion, reassignment, temporary suspension without pay or termination, as the City believes appropriate under the circumstances.

If an employee making a complaint does not agree with its resolution, the employee may appeal to the City Manager. Individuals who have questions or concerns about these policies should talk with the Human Resources Director.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions in order to avoid allegations of harassment. The law and the policies of the City prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further these policies, not to form the basis of an exception to them.

Employees with Disabilities Policy

It is the City's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, the City will provide reasonable accommodations to a qualified individual with a disability who has made the City aware of the disability, provided that such accommodation does not constitute an undue hardship on the City.

Employees with a disability believing they need a reasonable accommodation to perform the essential functions of their job should contact the Human Resources Department. The City encourages individuals with disabilities to come forward and request reasonable accommodation. Such requests must be made in writing and within 182 days of the employee learning of the need for an accommodation.

Procedure for Requesting an Accommodation

On receipt of an accommodation request, a member of the Human Resources Department and the employee's supervisor will meet with the employee to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the City might make to help overcome those limitations.

The City will determine the feasibility of the requested accommodation considering various factors, including, but not limited to, the nature and cost of the accommodation, outside funding, the City's overall financial resources and organization, and the accommodation's impact on the operation of the City, including its impact on the ability of other employees to perform their duties and on the City's ability to conduct business.

The City will inform the employee of its decision on the accommodation request or by making the accommodation. If the accommodation request is denied, the employee will be advised of the right to appeal the decision by submitting a written statement explaining the reason(s) for the request to the HR Department. If the request on appeal is denied, that decision is final.

Employees or job applicants who have questions regarding this policy or believes that they have been discriminated against based on a disability should notify the Human Resources Department. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

Conflict of Interest

In General

The City of Owosso expects all employees to conduct business according to the highest ethical standards of conduct. Employees are expected to devote their best efforts to the interests of the City. Business dealings that appear to create a conflict between the interests of the City and an employee are unacceptable. The City recognizes the right of an employee to engage in activities outside of employment which are of a private nature and unrelated to our business. However, the employee must disclose any possible conflicts so that the City may assess and prevent potential conflicts of interest from arising. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (i.e., spouse or significant other, children, parents, siblings) as a result of the City's business dealings.

Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth the ones which most frequently present problems. Employees with any question on whether an action or proposed course of conduct would create a conflict of interest, they should immediately contact the Human Resources Director to obtain advice on the issue. The purpose of this policy is to protect an employee from any conflict of interest that may arise.

A violation of this policy will result in immediate and appropriate discipline, up to and including immediate termination.

Contact with City Council Members

Each employee should use the City Charter as a guide to understand the relationship between the City Council and City employees. City employees shall report all substantive City policy discussions with a City Council Member to the City Manager within a reasonable amount of time.

Outside Employment

Outside employment is only allowed if it does not conflict with the City's interest. In general, outside work activities are not allowed when they:

- prevent employees from fully performing work for which they are employed at the City, including overtime assignments;
- involve organizations that are doing or seek to do business with the City, including actual or potential vendors or customers; or
- violate provisions of law or the City's policies or rules.

From time to time, a City employee may be required to work beyond the normally scheduled hours. In cases of conflict with any outside activity, the employee's obligations to the City must be given priority. The employee is hired and continues in the City's employ with the understanding that the City is the primary employer and that other employment or commercial involvement which is in conflict with the business interests of the City is strictly prohibited.

Acceptance of Gifts

No employee, or group of employees, may solicit or accept, either directly or indirectly, any bribe, gift, reward, gratuity, loan or any material thing (including: items of significant value (i.e., in excess of \$50.00), lavish entertainment or other benefits) from potential and actual customers, suppliers or competitors who, through conflict of interest, might be in a position to benefit by such action. City of Owosso employees are prohibited from using their official position, badge or official identification for personal or financial gain or for obtaining privileges not otherwise available to them. Special care must be taken to avoid even the impression of a conflict of interest. The City Manager may authorize the receipt of a gift if it's in the best interest of the City of Owosso.

Reporting Potential Conflicts

An employee must promptly disclose actual or potential conflicts of interest, in writing, to the HR Director. Approval to proceed with the activity will only be given in instances where the relationship does not interfere with the employee's duties or will not damage the City's relationship.

EMPLOYMENT

Initial Employment Period

Every new employee goes through an initial period of adjustment in order to learn about the City of Owosso and about the employee's job. During this time employees will have an opportunity to find out if they are suited to, and like, their new position.

Additionally, the initial employment period gives the employee's supervisor a reasonable period of time to evaluate the employee's performance. The initial employment period is six (6) months from the date of hire.

During this time, new employees will be provided with training and guidance from their supervisor. Employees may be discharged at any time during this period if their supervisor concludes that they are not progressing or performing satisfactorily. Under appropriate circumstances, the initial employment may be extended. Additionally, as is true at all times during an employee's employment with the City, employment is not for any specific time and may be terminated at-will, with or without cause and without prior notice.

At the end of the initial employment period, employees and their supervisor may discuss their performance. Provided their job performance is "satisfactory" at the end of the initial employment period, they will continue in the City's employ as an at-will employee.

Employee Categories

Employees of the City fall into the following categories:

- Full-Time Employees,
- Part-Time Employees,
- Temporary Employees,
- Seasonal Employees, and
- Flexible Work Arrangements.

Full-Time Employee

A non-exempt employee who works ~~eight (8)~~**seven (7)** hours per day or an exempt employee who works the number of hours necessary to fulfill the day-to-day job responsibilities.

1. An exempt employee is classified as such if the employee's job duties are exempt from the overtime provisions of the Federal and State Wage and Hour Laws. Exempt employees are not eligible for overtime pay. The employee's salary is calculated on a weekly basis. Full-time employees are allowed a sixty (60) minute lunch period, when time is available.

2. A non-exempt employee receives overtime pay in accordance with the overtime provisions of our policy and Federal and State Wage and Hour Laws. The employee's salary is calculated on an hourly basis. A full-time employee is allowed a 60 minute unpaid lunch period, when time is available.

Part-Time Employee

A part-time employee is classified as exempt or non-exempt and works a regular schedule for an indefinite term and works less than thirty-two (32) hours per week. A part-time employee will not receive any additional compensation or benefits provided by the City.

Temporary Employee

A temporary employee is hired for a specified project or time frame and works an irregular schedule. A temporary employee in a non-exempt position is paid by the hour and receives overtime when necessary; while a temporary employee in an exempt position is paid according to the terms of hire for that individual. A temporary employee will not receive any additional compensation or benefits provided by the City.

Seasonal Employee

A seasonal employee is one hired for a definite term, which shall not be longer than one hundred twenty (120) calendar days. In general, a seasonal employee holds a position which can be expected to be available from year to year.

Flexible Work Arrangements

Flextime is a variable work schedule outside the traditional work day. If you currently have what is termed "flextime" you must have your current supervisor and Department Manager approve it and then send to the HR Director for review and approval. Once it has been approved, you may then continue to take your "flextime." If you are a non-exempt employee you will need to indicate the actual hours worked on your timecard. This is limited to a minimum number of people that have a business reason to work a varied schedule.

Transfers and Promotions

The City of Owosso encourages all employees to assume higher-level positions or lateral transfers for which they qualify. The City Manager may add, change or remove responsibilities, duties and/or title from a position or transfer to a different position.

The City has a job posting program that offers each employee the opportunity to apply for certain positions within the City. Generally, an employee must be in the job for at least one year before applying for a change in position. In addition, an employee must have a good performance, attendance and punctuality record.

An employee who wishes to apply for a transfer should discuss it first with the supervisor/manager and the Human Resources Department so that it may be determined if the employee's skills fit the

requirements of the desired job. An employee should also feel free to discuss career aspirations with the employee's supervisor/manager or the Human Resources Department at any time.

If an employee fits the basic criteria for the position, the employee must complete an internal application and return it to Human Resources within the specified time frame as stated in the job posting. The Human Resources Department will make arrangements to set up an interview with the employee.

Each employee requesting a transfer will be considered for the new position along with all other applicants.

Each transfer is judged on an individual basis, depending on the needs of both departments involved. All final decisions regarding transfers will be made by the City Manager, in conjunction with the Human Resources Department.

Classification Plan

The Human Resources Director shall prepare a classification plan. In order to create any new full-time position, the Human Resources Director may study and define the position, allocate it to the proper class, ascertain that adequate funds are available to support the position for the remainder of the fiscal year and forward this information for action by the City Council.

Pay Grades

The Human Resources Director shall determine the appropriate pay grade for each classification, considering such factors as the rates of pay for comparable positions in other communities and in the private sector, the duties and responsibilities of the position, the pay grades for similar positions in the City, and the importance of the position to the accomplishment of organizational objectives.

Examinations

Unless the Human Resources Director determines otherwise, all full-time positions filled by recruitment from outside the City shall be filled through an interview process and the City reserves the option to conduct competitive exams for the appointment process of positions which require technical skill(s). All appointments and promotions in the City service shall be made without regard to race, color, creed, national origin, sex, religious affiliation, age, height, weight, marital status, disability status, or any other protected characteristic as established by law, and shall be based on merit and fitness. Examinations may be written, oral, physical and/or performance tests or any combination of these which may take into consideration such factors as education, experience, aptitude, knowledge, skill, character, or any other qualifications which may enter into the determination of the relative fitness of applicants. Promotional examinations shall be open to all regular employees who meet the necessary requirements.

Physical Examination

Employees may be required to undergo a physical examination at City expense. If the employee has City health care insurance, the City shall have the employee use this benefit to pay for the physical. However, the employee will be reimbursed for any costs not covered by the health care insurance plan. Continued employment may be contingent upon the employee passing a fitness-for-duty evaluation.

Disciplinary Action

Every General City employee has the status of "at-will employment," no one has a contractual right, express or implied, to remain in the City's employ. The City may terminate an employee's employment, or an employee may terminate employment, without cause, and with or without notice, at any time for any reason. No supervisor or other representative of the City (except the City Manager) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

THE FOLLOWING GUIDELINES MAY BE APPLIED AT THE DISCRETION OF THE CITY MANAGER (This list merely provides examples of situations that may result in disciplinary action and is not exhaustive):

IMMEDIATE DISMISSALS/MISCONDUCT

Any employee whose conduct, actions or performance violates or conflicts with the City's policies may be terminated immediately and without warning.

The following are examples of grounds for disciplinary action, up to and including immediate dismissal of an employee:

- Breach of trust or dishonesty
- Conviction of a felony
- Willful violation of an established policy or rule
- Falsification of City documents
- Gross negligence
- Insubordination
- Violation of the Anti-Harassment (including Sexual Harassment) and/or Equal Employment Opportunity Policies
- Time card or payroll voucher violations
- False representation of another employee
- Undue and unauthorized absence from duty during regularly scheduled work hours
- Deliberate non-performance of work
- Inability to communicate effectively with co-workers/customers, including responding in a timely manner
- Larceny or unauthorized possession of, or the use of, property belonging to any co-worker or resident
- Possession of unauthorized dangerous weapons on the premises, whether or not an employee holds a permit to carry such a weapon

- Unauthorized possession, use or copying of any records that are the property of the City
- Unauthorized posting or removal of notices from bulletin boards
- Excessive absenteeism or lateness
- Marring, defacing or other willful destruction of any supplies, equipment or property of the City
- Failure to call or directly contact their supervisor when they will be late or absent from work
- Fighting or serious breach of acceptable behavior
- Violation of the Alcohol or Drug Policy
- Theft
- Violation of the City's Conflict of Interest/Outside Employment Policy and/or Confidentiality Policy
- Gambling, conducting games of chance or possession of such devices on the premises or during work hours
- Leaving the work premises without authorization during work hours
- Sleeping on duty
- Solicitation or acceptance of bribes, fees, or other items of value to influence performance of work for the City
- Making or publishing of false, vicious or malicious statements concerning any employee, Department Manager, or the City.

This list is intended to be representative of the types of activities that may result in disciplinary action. It is not exhaustive, and is not intended to be comprehensive and does not change the relationship between the employee and the City.

In the event of dismissal for misconduct, all benefits terminate at the end of the month.

DISCIPLINE OTHER THAN IMMEDIATE TERMINATION

All employees are expected to meet the City's standards of work performance. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency and general compliance with the City's policies and procedures. Employees are expected to work to create a positive working environment between and amongst departments and co-workers.

If an employee does not meet these standards, the City may, under appropriate circumstances, take corrective action, other than immediate dismissal.

The intent of corrective action is to formally document problems while providing the employee with a reasonable timeframe within which to improve performance. The process is designed to encourage development by providing employees with guidance in areas that need improvement such as poor work performance, attendance problems, personal conduct, general compliance with the City's policies and procedures and/or other disciplinary problems.

WRITTEN WARNINGS

The supervisor should discuss the problem and present a written warning to the employee. This should clearly identify the problem and outline a course of corrective action within a specific time frame. The employee should clearly understand both the corrective action and the consequence (i.e., suspension, termination) if the problem is not corrected or reoccurs. The employee will acknowledge receipt of the warning and include any additional comments before signing it. A record of the discussion and the employee's comments will be placed in the employee's personnel file in the Human Resources Department.

Employees who have had formal written warnings are not eligible for salary increases or promotions for one (1) year after receiving the warning.

COMPENSATION

Performance Management and Compensation Programs

In order to attract and retain a highly qualified and competent work force, the City of Owosso has instituted a performance management program to compensate employees in a fair and equitable manner based upon demonstrated job performance and in accordance with its Equal Employment Opportunity policy.

Through this program employees may receive constructive work reviews designed to address performance and skill development needs and interests. Annually, the employee becomes eligible for consideration of a salary review. ~~Increases will be tied directly to the rating received during the performance review process. The HR Director will develop a performance management incentive program.~~

Performance Management Program Schedule

Employees may receive constructive work reviews on the following schedule:

FULL-TIME EXEMPT AND NON-EXEMPT EMPLOYEES MAY RECEIVE:

- a. a yearly performance review .

PART-TIME EMPLOYEES MAY RECEIVE:

- a. an annual work and salary review.

Under usual and appropriate circumstances, employees may receive a performance review annually. If an employee's job responsibilities change substantially at any time after the annual work review, however, another may be performed before the next annual review, after the new assignment has begun.

Payment of Wages

Wages are usually paid bi-weekly by Friday of every other week. Hours at City Hall are generally 9:00 a.m. to 5:00 p.m., Monday through Friday, with a sixty (60) minute unpaid lunch period each day. Each employee is responsible for recording the employee's own hours on a daily basis. Each day, the time the employee starts and finishes work must be recorded on a time card. The employee's supervisor must approve the employee's hours worked at the end of each week. Each employee is responsible for recording the actual hours worked (including arrival time, departing/arriving from lunch and departure time). It is imperative that employees record the exact times they began and ended their work day. Nonexempt employees arriving late or leaving early will be docked, unless the employee uses vacation, sick or personal time to offset it.

It is the City's policy that employee paychecks will only be given personally to that employee. All other arrangements for mailing or pick-up must be made in advance and in writing with the Human Resources Department.

If the normal payday falls on a City-recognized holiday, paychecks will be distributed one workday prior to the aforementioned schedule. Under no circumstances will the City release any paychecks prior to the announced schedule.

Employees ~~may be~~ paid ~~by check or through~~ **only by** direct deposit of funds to either a savings or checking account at their bank of choice (providing the bank has direct deposit capability). To activate direct deposit, a Direct Deposit Authorization form from Human Resources must be obtained and the employee must complete the form accurately. The completed form must then be returned with a voided personal check or a bank deposit slip to the Human Resources Department. Due to banking requirements it may take several weeks for activation of the Direct Deposit.

In the event of a lost paycheck, the Human Resources Department must be notified in writing as soon as possible before a replacement check can be issued. In the event the lost paycheck is recovered and the City identifies the endorsement as that of the employee, the employee must remit the amount of the replacement check to the City within 24 hours of the time it is demanded.

A statement of earnings is given each pay period to employees indicating:

- Gross Pay
- Statutory Deductions
- Voluntary Deductions
- Leave Bank Accumulations
- City Paid Expenses

The amount of Federal withholding is affected by the number of exemptions claimed on Form W-4, Employee's Withholding Allowance Certificate. If an employee's marital status changes or the number of exemptions previously claimed increases or decreases, a new Form W-4 must be submitted to the Human Resources Department.

~~Except for extreme emergencies and vacation pay, no salary advances will be made.~~

Overtime Pay

Depending on City of Owosso work needs, an employee will be required to work overtime when requested to do so. Prior approval of a supervisor and the Department Manager, however, is required before any non-exempt employee works overtime, please use the "Prior Approval for Overtime" form. The form must be completed prior to actually working the overtime, unless the overtime is unforeseeable (which should be very limited instances) and submitted with the bi-weekly payroll. An employee working overtime without approval will be subject to disciplinary action.

A non-exempt full-time employee is eligible for additional pay for work performed beyond the regularly scheduled thirty-five (35) weekly hours. Hours worked over thirty-five (35) in a workweek, but less than forty (40) will be paid at straight time. Any hours worked over forty (40) in a workweek will be paid at time and one-half.

Each day, the time the employee starts and finishes work must be recorded on a time card. The employee's supervisor must approve all hours worked at the end of each week. All additional overtime worked must be approved by a supervisor each day. Additionally, time records with overtime must be signed by the supervisor and must be turned in to the Payroll office by 11:00 a.m. the Monday preceding payday in order for an employee's pay to be processed for payday.

Time Records

The attendance of all employees is recorded daily by each individual employee and is submitted to the Department Manager bi-weekly. Employees are expected to turn in their timecard to their supervisor the last Friday of the pay period (if they are not working the weekend). The supervisor will use the timecard to complete the payroll voucher and submit to Payroll as soon as possible, but no later than 11am Monday morning. If the department is not working over the weekend, please make every effort to get the payroll voucher to payroll on Friday afternoon. Our attendance records are City records, and care must be exercised in recording the actual hours worked, overtime hours, and absences. An employee is not to clock or sign in or out for other employees. Violations of this policy may result in appropriate disciplinary action, up to and including immediate discharge.

Non-exempt employees must record the time they arrived/departed, each day, on their time card. If you come in early or stay late, please also indicate accordingly on your timecard. Each employee is responsible only for the employee's own recordkeeping.

Lunch time is sixty (60) minutes unpaid unless otherwise indicated in the space provided on the time card (subject to your supervisor's approval on a daily basis). A non-exempt employee is expected to take lunch after 11am and before 2pm. Employees may not take a shortened lunch to make-up time or to come in late/leave early. If you work all or a portion of your lunch, please include that as time worked on your timecard. Please note that if you work through your lunch your supervisor needs to approve that time.

Once an employee clocks or signs in, work is to commence immediately. Failure to do so is considered falsification of timekeeping records.

A non-exempt employee must calculate overtime on a weekly basis (see overtime section for further explanation). An employee's supervisor must approve each overtime entry and the Department Director must sign-off on the overtime; an employee with overtime entries that does not have prior approval will be subject to disciplinary action.

An exempt employee is not required to sign in or out; however, business trips, vacation, sick and personal days must be recorded on the attendance sheet by the employee designated to monitor attendance.

Personnel Records

To keep necessary City records up-to-date, it is extremely important that you notify the Human Resources Department of any changes within thirty (30) days:

Name and/or marital status

Address and/or telephone number

of eligible dependents

W-4 deductions

Person to contact in case of emergency

LEAVE TIME

Vacation

Time away from work to relax and pursue special interests is important to everyone. Each full-time employee is eligible for paid vacation days. A vacation day is equivalent to seven (7) hours. A vacation day shall only be taken in increments of two (2) hour blocks of time or more. During the first year of employment at the City, each full-time employee will be eligible for five (5) vacation days after completing six (6) months of service.

AFTER THE FIRST YEAR OF EMPLOYMENT THE FOLLOWING TABLE IS IN EFFECT:

Length of Service	Total Vacation Days
1-4 years of service	10
5-9 years of service	13
10-14 years of service	15
15-19 years of service	17
20+ years of service	20

An employee should make a vacation request as far in advance as possible. Based upon department needs, the department manager will attempt to grant employees the vacation days requested.

When a City holiday falls during a scheduled vacation day, it is not counted as a vacation day.

~~Any employee that becomes ill during a scheduled vacation day cannot change a vacation day to a sick day; a scheduled vacation day counts as vacation even if an employee would ordinarily take a sick day.~~

Unused Vacation Days

When employees earn more than thirteen (13) days of vacation leave per year, they may elect to be compensated for unused vacation days in accordance with the following schedule:

<u>Vacation Days Earned Per Year</u>	<u>Maximum Unused Days Paid</u>
10	0
13	3
15	5
17	7
20	10

This payment will be made following the employee's anniversary date.

Guidelines for Vacation Pay for Terminating Employees

An employee leaving the City due to voluntary resignation or dismissal will be eligible to be paid for unused vacation days. An employee who is dismissed for misconduct shall not be paid for unused vacation days. An employee that does not provide adequate notice of at least two weeks upon resignation forfeits any rights to unused vacation pay. An employee who does not return City equipment shall not be paid for unused vacation days.

Personal Business Days

Each full-time employee will, in addition to regular vacation time, be granted four (4) additional days off with pay for necessary personal business, provided it can be scheduled by the department in such a manner so as not to inconvenience City/department operations. Each employee will receive these four (4) personal days on July 1 of each year. New employees hired between July 1 and December 31 are eligible to receive two (2) personal business days. New employees hired between January 1 and June 30 will not receive any personal business days until July 1. Personal business days shall not be carried from one year to the next.

Holidays

All full-time employees (including those in the initial employment period) are eligible for ~~ten~~ **eleven (4011)** paid holidays per year as follows:

New Year's Day
Martin Luther King, Jr. Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day

Where a holiday falls on a weekend, it will be observed on either the preceding Friday or following Monday. For employees to receive holiday pay, they must work the day before and day after the holiday to receive pay for the holiday. If a holiday occurs during a vacation leave, the employee will not be charged vacation for the holiday. ~~Employees will be able to take their birthday as a holiday until January 1, 2010.~~

Bereavement Leave

Bereavement leave is granted for purposes of allowing the employee the opportunity to attend the funeral/memorial and/or attending to matters related to the death. If a delay is necessary, approval is required from the employee's immediate supervisor. The City may request documentation for

verification purposes. An employee shall be allowed five (5) calendar days as funeral leave not to be deducted from sick leave for a death in the immediate family. However, if, during the five allowed funeral days, the employee's scheduled day off falls within the five funeral days the employee will not be paid for the scheduled off days. The immediate family shall include: mother, father, spouse, child, step-parent, and stepchild.

An employee shall be allowed three (3) calendar days as funeral leave not to be deducted from sick leave for a death in the family. However, if, the employee's scheduled off day falls within the three funeral days the employee will not be paid for the scheduled off day. The family shall include: foster children, sister, brother, half-sister, half-brother, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law and brother-in-law.

An employee shall be allowed up to four (4) hours of funeral leave, not to be deducted from sick leave for a death in the extended family. The extended family shall include: aunts, uncles, cousins, nieces, nephews, stepmother-in-law, stepfather-in-law, ex-spouse, stepsister, stepbrother, stepsister-in-law, stepbrother-in-law, stepdaughter-in-law, stepson-in-law, great grandparents, stepgrandparents, grandparents-in-law, stepgrandparents-in-law, and stepgrandchildren.

Jury Duty

A leave of absence for jury duty will be granted to any full-time or part-time employee who has been notified to serve. An employee is paid 100% of wages while on jury duty. All checks received from the court system must be signed over to the City, less any amount paid for travel. All documents the employee receives from the court must be turned in or copied to the City so we can verify if we need to subtract meals and/or mileage reimbursements. Employees on jury duty are expected to report to work any day they are excused from jury duty. If an employee is dismissed for the day from jury duty and 3.5 hours of work remain, the employee must report to work for the remainder of the work day. Failure to do so will result in the employee not being paid for the time off.

Upon receipt of the notice to serve jury duty, the employee should immediately notify the supervisor, as well as the Human Resources Department. Additionally, a copy of the notice to serve jury duty should be attached to the employee's attendance record for attendance purposes.

Upon the employee's return, the employee must notify Human Resources and must submit a signed Certificate of Jury Service indicating the number of days served.

If the jury duty falls at a time when the employee cannot be away from work, the City may request that the court allow the employee to choose a more convenient time to serve if the employee makes a request in accordance with the court's procedures. The employee must cooperate with this request.

Military Leave

An employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, Reserves or Public Health Service will be granted an unpaid leave of absence for military service, training or related obligations in accordance with applicable law. The employee may use accrued vacation or personal leave, but is not required to do so. At the conclusion of the

leave an employee has a right to return to the same position the employee held prior to the leave or to a position with like seniority, status, benefits and pay that the employee is qualified to perform. Employees are requested to notify their supervisor as soon as they are aware of the military obligation. Group health insurance coverage for the employee and covered dependents will continue for thirty-one (31) days from the date the military leave of absence begins. After the thirty-one (31) days expires, the employee will have access to COBRA to continue coverage.

The City of Owosso abides by the mandatory provisions of Federal and State laws, and its judicial interpretations with respect to leaves of absence due to active military service, re-employment of veterans, Reserves/National Guard and the U.S. Public Health Service, contact the Human Resources Director if you require such a leave.

Absence Due to Illness

To keep the business and each department running smoothly and efficiently, it is important that every employee be on the job on time regularly. For this reason, careful attention is given to promptness, absence record and overall dependability.

The City recognizes, however, that an employee may occasionally have an injury or illness. As a result, the Absence Due to Illness policy is designed to provide protection to each employee against loss of income during unavoidable illness or injury. A sick day may also be taken for an illness of the employee's child, spouse or for a child in which the employee is standing in "loco parentis". For an employee's own personal doctor or dentist appointments, sick time may be used. The employee may also use sick time for doctor or dentist appointments for the employee's child, spouse or for a child in which the employee is standing in "loco parentis". The employee's supervisor/Department Manager may request a physician's note be provided to verify appointments.

For employees hired prior to January 1, 2006: Each full-time employee will receive six (6) sick days per calendar year (receiving on January 1 of each year) and may carry over the days into the employee's sick bank. These will accumulate up to one hundred twenty (120) sick days. The banks will be capped at one hundred twenty (120) days, any days over one hundred twenty (120) accumulated will not be paid out at the end of the year. If the employee leaves the City or is terminated, prior to retirement, the payout of sick days will not be allowed. On retirement, the employee will be paid one-half of the accumulated unused sick leave at their current rate of pay, with maximum payment not to exceed sixty (60) days.

For employees hired after January 1, 2006: Each full-time employee will receive six (6) sick days on January 1. Because sick leave benefits are intended to provide income protection in the event of an actual illness or injury, sick days can be carried over from one calendar year to the next up to an accumulation of twelve (12) days. An employee will be paid out at fifty percent (50%) for any sick days over twelve accumulated at the end of the calendar year or when leaving the City.

To be eligible for sick pay, an employee unable to report to work due to illness must telephone the employee's supervisor directly, each day of absence, as far in advance as possible, but no later than the start of the employee's shift. If the supervisor is not available, the Human Resources Department should be contacted. If an employee is unable to make the call personally, a family member or a friend should contact the supervisor. The supervisor or Human Resources

Department must be contacted each day of absence. An employee who fails to contact the immediate supervisor or Human Resources may be considered as having voluntarily resigned. This policy must be followed unless an exception has been made for a particular absence, and a written memo to this effect has been sent to the Human Resources Department.

If the City has questions about the nature or length of an employee's disability, a written certification from a physician or licensed health care professional may be required. Any Family and Medical Leave Act (FMLA) leave to which an employee may be entitled runs concurrently with time off granted under this policy. In other words, an employee cannot take sick pay, and then take three months off under the FMLA; any time spent on sick leave counts as part of an employee's FMLA leave, as long as it is for an FMLA qualified reason.

Family and Medical Leave Act ("FMLA")

Please see Appendix A for the current City of Owosso FMLA policy.

Leave of Absence Without Pay

Should a situation arise that temporarily prevents an employee from working, the employee may be eligible for a personal leave of absence without pay. However, employees must be employed for at least twelve (12) months prior to the requested leave.

Any request for a leave of absence without pay must be submitted in writing as far in advance as possible and will be reviewed on a case-by-case basis by the employee's supervisor/manager and the Human Resources Department. The decision to approve or disapprove is based on the circumstances; the length of time requested; the employee's job performance, attendance and punctuality record; the reasons for the leave; the effect the employee's absence will have on the work in the department and the expectation that the employee will return to work when the leave expires.

Leaves of absence will be considered only after all vacation time (and in some instances sick time) has been exhausted. While on a leave of absence without pay, time for pension purposes will not accrue. The duration of a leave of absence, if granted, is according to the following schedule:

Length of Service	Allowable Leave of Absence (# of months without pay)
Under 5 years	6 months
5 years and over	12 months

An employee will not receive holiday pay while on an unpaid leave of absence.

Continuing Benefit Plan Coverage

While on a personal unpaid leave of absence an employee's medical coverage will end on the first day of the month following the start of such leave. An employee will have the opportunity of continuing benefits for a maximum period of eighteen (18) months by paying the monthly premiums as required by COBRA legislation. Unemployment Insurance benefits cannot be collected while on a leave of absence without pay.

Salary Action

Any planned salary increase for an employee returning from an approved unpaid leave of absence will be deferred by the length of the leave.

Vacation and Personal Time

During the calendar year that an employee takes an approved unpaid leave of absence, the employee is not eligible for vacation. Unused vacation and personal days must be used before an approved unpaid leave of absence will be granted.

Performance Appraisal

The normal performance appraisal of an employee on an approved unpaid leave of absence will be extended by the length of the leave.

Returning/Not Returning From a Leave

Due to the nature of our business, the City cannot guarantee either that an employee's job will remain available or that a comparable position will exist when return from an unpaid leave is sought. When an employee is ready to return from a leave of absence without pay, the City will attempt to reinstate the employee to the employee's former position or to one with similar responsibilities. If the position or a similar position is not available, the employee will be terminated.

An employee who returns to work following an unpaid leave will be considered as having continuous service. If an employee does not return from an unpaid leave of absence, the termination date is the last day of the authorized leave period or the date the employee notifies the supervisor/manager the employee is not returning, whichever is sooner. Such employees may be considered for reemployment.

An employee who secures employment from another employer or who becomes self-employed without the prior approval of the City of Owosso while on an approved leave of absence shall be deemed to have voluntarily terminated employment with the City of Owosso. An employee's failure to return to work at the end of a leave of absence will result in termination of employment.

Return to Work Policy

From time to time it may be necessary for employees to be absent from work when an illness or injury renders the employee unable to perform the essential job functions of the position, regardless of whether such illness or injury is work-related or non-work related.

During such periods of leave, the City may require an employee to report periodically upon the employee's status and intent to return to work to the HR Department. The City may also require, at the employee's expense, periodic reports from the physician while the employee is on leave.

At the expiration of a medical leave or if the employee wishes to return to work before the scheduled completion of the leave, there shall be a physician's certification confirming the employee's fitness to perform the essential functions of the job, with or without reasonable accommodation. The City may delay the return to work until the certification is provided.

Light duty may be given, when necessary, for work-related injuries. Light duty is not an option for non-work related injuries unless an accommodation is required under the American's with Disabilities Act (ADA). If a physician's certification indicates that the employee is able to return to work with certain restrictions, the City will reasonably accommodate such request as required by law, and, in light of the operational needs of the city, may consider the following options:

- Reinstatement of the employee to the position vacated, while restructuring or removing certain non-essential functions, to meet the restrictions set forth in the physician's certification.
- The reinstatement of the employee to a vacant position for which the employee is qualified, the essential functions of which are within the restrictions set forth in the physician's certification. Such a reassignment may be for a temporary period of time.
- Reinstatement to a temporarily created position, the essential functions of which are within the restrictions set forth in the physician's certification.
- The City at ~~its~~^{its} sole discretion may provide light duty.

Such assignments must be approved by the Human Resources Director or the City Manager, and may differ considerably from the assignment and shift previously held by the employee. No employee shall return to the previous position from such an assignment without a physician's certification confirming the employee's fitness to perform the essential functions of that position, with or without reasonable accommodation.

Nothing contained in this policy shall be construed to limit either the City's or the employee's rights and obligations under the Workers' Disability Compensation Act, the Family and Medical Leave Act, the Americans with Disabilities Act, the Michigan Person's with Disabilities Civil Rights Act and/or any applicable collective bargaining agreement.

EMPLOYEE BENEFITS

Disclaimer

The City of Owosso has established a variety of employee benefit programs designed to assist you and your eligible dependents in meeting the financial burdens that can result from illness and disability, and to help you plan for retirement. This portion of the Personnel Policy Manual contains a very general description of the benefits to which you may be entitled as an employee of the City. Please understand that this general explanation is not intended to, and does not provide you with all the details of these benefits. Therefore, this ~~M~~anual does not change or otherwise interpret the terms of the official plan documents. Your rights can be determined only by referring to the full text of the official plan documents, which are available for your examination from the Human Resources Department. To the extent that any of the information contained in this ~~M~~anual is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases.

Please note that nothing contained in the benefit plans described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between the City and its employees, retirees or their dependents, for benefits or for any other purpose. All employees shall remain subject to discharge or discipline to the same extent as if these plans had not been put into effect.

As in the past, the City reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to retirees and their dependents. Further, the City reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans.

For more complete information regarding any of our benefit programs, please refer to the Summary Plan Descriptions, which were provided to you separately or contact the Human Resources Department. If you lost or misplaced those descriptions, please contact the Human Resources Department for another copy.

Health Insurance

All full-time employees are eligible for health care coverage. Coverage begins the first of the month following thirty (30) days after the employee's date of hire. For example, if a full-time employee begins employment on August 15, coverage will be effective on October 1. Booklets detailing the medical plan will be given at the time coverage goes into effect. The City reserves the right to change any aspect of the carrier/medical plan at any time.

Changes in an employee's health care coverage (including adding or deleting dependents) must be made during the annual open enrollment period or within thirty (30) days of a life-changing event. The following are considered life-changing events to an employee or dependent: birth, adoption, marriage, divorce, death or loss of coverage. Employees must sign an enrollment form in order to

be covered by this benefit. If an employee has specific questions concerning health care contact the Human Resources Department.

The City abides by PA 152 of 2011. City Council has approved the hard caps for the cost of medical coverage, but Council may decide to change that at any time.

~~Beginning July 1, 2010 employees enrolled in the medical plan will be responsible for contributing 2.5% towards the total health insurance premium, based on the level of coverage the employee is enrolled in (single, 2 person or family). Beginning July 1, 2011 employees enrolled in the medical plan will be responsible for contributing 5.0% towards the total health insurance premium, based on the level of coverage the employee is enrolled in (single, 2 person or family). This amount will be deducted from the employee's bi-weekly paycheck.~~

Health Insurance Opt-Out

An eligible employee, covered by health insurance from another source, may elect to forego the City provided health insurance set forth above and receive, in lieu of such coverage, an annual stipend equal to one-quarter (1/4) of the subscriber rate for the coverage in which the employee would be enrolled, for each year the eligible employee has foregone the City provided health insurance. For example, single employees will receive one-quarter (1/4) the single rate; employees with only one dependent will receive one-quarter (1/4) the double rate; and employees with a family would receive one-quarter (1/4) the family rate. Retirees, non-bargaining unit members and bargaining unit members whose spouse works for the City are not eligible for the program set forth in this section, **nor can they be double covered**. The stipend payment will be paid by separate check on or about June 30 of each year and will be pro-rated on the basis of one-twelfth (1/12) of the stipend payment for each full month the eligible employee has foregone the City provided health insurance. Employees choosing the Health Insurance Opt-Out must submit on a form provided by the City, evidence satisfactory to the City, of health coverage from another source. In the event an eligible employee elects to forego City provided health insurance coverage, the employee will be allowed to elect, once each year, to be re-covered by the City health insurance, effective during the City's annual open enrollment period or at any time if the employee loses coverage from the other source. If an employee retires or leaves the City's employment the employee is entitled to a pro-rated payment in the final paycheck for each full month the employee has opted out of health insurance. Any time an employee opts-out of health insurance the employee will be paid for each pro-rated month the employee opted-out at the rate specified above.

Dental Insurance

All full-time employees are eligible for dental coverage, which will be effective on the first of the month following thirty (30) days of employment. For example, if a full-time employee begins employment on August 15 dental coverage takes effect on October 1. Booklets detailing the dental plan will be given at the time coverage goes into effect. The City reserves the right to change the carrier or plan as necessary. An eligible employee, covered by dental insurance from another source, may elect to forego the City provided dental insurance and receive, in lieu of such coverage, an annual stipend equal to one-quarter (1/4) of the subscriber rate for the coverage in which the employee would be enrolled, for each year the eligible employee has foregone the City provided dental insurance. For example, single employees will receive one-quarter (1/4) the single

rate; employees with only one dependent will receive one-quarter (1/4) the double rate; and employees with a family would receive one-quarter (1/4) the family rate. Retirees, non-bargaining unit members and bargaining unit members whose spouse works for the City are not eligible for the program set forth in this section, **nor can they be double covered**. The stipend payment will be paid by separate check on or about June 30 of each year (and if more than one insurance is opted-out, will be combined into one check) and will be pro-rated on the basis of one-twelfth (1/12) of the stipend payment for each full month the eligible employee has foregone the City provided dental insurance.

Vision Insurance

All full-time employees are eligible for vision coverage, which will be effective on the thirtieth (30th) day of employment. For example, if a full-time employee begins employment on August 25 vision coverage will go into effect on September 25. Booklets detailing the vision plan will be given at the time coverage goes into effect. The City reserves the right to change the carrier or plan as necessary. An eligible employee, covered by vision insurance from another source, may elect to forego the City provided vision insurance and receive, in lieu of such coverage, an annual stipend equal to one-quarter (1/4) of the subscriber rate for the coverage in which the employee would be enrolled, for each year the eligible employee has foregone the City provided vision insurance. For example, single employees will receive one-quarter (1/4) the single rate; employees with only one dependent will receive one-quarter (1/4) the double rate; and employees with a family would receive one-quarter (1/4) the family rate. Retirees, non-bargaining unit members and bargaining unit members whose spouse works for the City are not eligible for the program set forth in this section, **nor can they be double covered**. The stipend payment will be paid by separate check on or about June 30 of each year (and if more than one insurance is opted-out, will be combined into one check) and will be pro-rated on the basis of one-twelfth (1/12) of the stipend payment for each full month the eligible employee has foregone the City provided vision insurance.

Health Savings Accounts (HSA)

~~The City may choose to offer a health savings account (HSA) to all employees. An HSA is a tax-sheltered savings account that is dedicated for medical expenses, tied to a high deductible health insurance plan. Funds in the account can be used to pay for medical expenses until the deductible threshold is reached. Deposits into the spending account are tax deductible. The account can be used to pay routine medical bills, including insurance premiums. Any amount that remains at the end of the year stays in the account and grows. HSAs help reduce premium cost, lowers an employees taxable income, gives employees more choice and control over their health care spending, provide interest income on unused portions and provide opportunities for tax deferred investments.~~

~~Funds that are not used and are desired for nonmedical expenses may be withdrawn from the account but will be taxed as income along with an additional 10 percent penalty unless distributed after death or disability. When the employee becomes eligible for Medicare, the account funds may be withdrawn for any reason. At this time, withdrawals will be taxed as income but will not be subject to any withdrawal penalty. In effect, the HSA becomes a supplemental retirement account.~~

Life Insurance

The City will provide group life insurance for each employee of at least one times the employee's annual salary, ~~but not less than the least allowed in any employee contractual agreement.~~ Coverage takes effect the first of the month following date of hire. For example, if an employee begins August 15, coverage takes effect September 1.

Retirement

Retirement-Option A

- (a) General City employees hired prior to January 1, 2006 shall remain in the employer's current Defined Benefit pension plan adopted by City Council, Chapter 2, Administration, Article VII, Municipal Employees' Pensions of the Code of Ordinances of the City of Owosso, Michigan, **effective November 17, 2003, as amended.** The City reserves the ability to establish for employees the option to convert to an Option B Defined Contribution Plan available to employees hired before January 1, 2006.
- (b) **For those employees hired prior to January 1, 2006 who remained in the City's defined benefit plan, their retirement plan will be administered by MERS as soon as practicable. Benefits shall be the terms of the City Ordinance in effect on May 31, 2020 or the MERS equivalent plan, whichever results in the greater benefit. The exception is that the City's retirement plan (defined benefit pension) allowing nine (9) months in the last year of service to count as one year (12 months) of service will no longer be in effect. The City shall maintain and make available the ordinance for reference regarding potential questions about the terms of the ordinance.**_____
- (c) Vacation, sick leave, life insurance, hospitalization insurance and all other benefits, shall terminate at the date of the employee's retirement.
- ~~(e) General City employees benefit formula shall be Final Average Compensation (FAC) times the sum of 2.5% for all years of credited service. Retirement eligibility is age sixty (60) with ten (10) years or more of service.~~
- (d) Effective July 1, 2010: Benefit formula will change to Final Average Compensation (FAC) times the sum of 2.5% for all years of credited service, total benefit not to exceed 80% of FAC. Retirement eligibility is age sixty (60) with ten (10) years or more of service. **Retirees will receive a 1.4% non-compounding cost of living adjustment (COLA) for the first 10 years in retirement effective January 1st, after the retiree has been receiving a pension for at least 12 months. As non-compounding, COLA is based on the original retirement amount and the same increase is added each year. After the addition of 10 years of COLA increases, retirement benefits remain at that level thereafter.**

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(e) FAC shall include all taxable income, such as regular wages, including training time, overtime, vacation and sick time and longevity, taken, earned and paid out, holiday, bereavement, jury duty, health care opt-out and workers compensation payments. The only exception to inclusion of the FAC is non-taxable amounts, such as reimbursement for expenses paid based on receipts.

(f) It is specifically agreed that each employee's annual retirement contribution cost shall be six percent (6%) of their gross annual compensation. The employer shall be responsible for any required contribution above the employee's six percent (6%). The employee's contribution shall be made by payroll deduction.

(g) Once the employee completes the MERS Application for Defined Benefit Retirement form and returns a copy to the Director of Human Resources the employee shall be granted thirty (30) vacation days or two hundred ten (210) hours. This grant of an additional thirty (30) vacation days shall be added to the employee's leave bank.

1. This time may be used at the end of his/her employment to accumulate the full ten (10) years of service/age 60 required under the MERS pension plan.

2. This time may be used at the end of his/her employment once a minimum of ten (10) years of service/age 60 is attained, as vacation time off.

(d) 3. This time may be used at the end of his/her employment once a minimum of ten (10) years of service/age 60 is attained as compensation of unused vacation credits under "Leave Time, Vacation, Unused Vacation Days" consistent with maximum unused credits paid plus these thirty (30) granted days, which shall count toward the employee's FAC.

Retirement-Option B

- (a) General City employees hired after January 1, 2006 may participate in a Defined Contribution (401a) pension program by making contributions to the ICMA--RC Governmental Money Purchase Plan and Trust immediately upon hire.
- (b) Vacation, sick leave, life insurance, hospitalization insurance, and all other benefits shall terminate at the date of the employee's retirement.
- (c) Employees may make contributions to the program in such amounts as permitted by the Federal laws and regulations.
- (d) The employer will ~~match employee contributions~~ **contribute** to the employee's defined contribution account, ~~dollar for dollar, up to~~ a maximum of four percent (4%) of the employee's gross annual salary.
- (e) Employees are one hundred percent (100%) vested in their contributions. Employees will become vested in the Employer's contributions in accordance with the following schedule :

50% upon completion of two (2) years of service

- 60% upon completion of three (3) years of service
- 70% upon completion of four (4) years of service
- 80% upon completion of five (5) years of service
- 90% upon completion of six (6) years of service
- 100% upon completion of seven (7) years of service

Section 125 Flexible Spending Account Plan

Employees may elect to have a certain dollar amount transferred from the employee's paycheck into a special account to pay for expenses as they occur. This money is taken from the employee's gross pay prior to taxes. The employee saves by not having to pay federal and most state and local taxes on the amount the employee sets aside. Employees can pay for eligible out-of-pocket health care and dependent care expenses with pre-tax dollars. A flex plan is a Section 125 Plan, which provides tax savings by reducing employee medical premiums and employee elected dollars for out-of-pocket health care expenses and dependent care expenses from the employee's gross salary prior to calculation of federal income and FICA taxes, as allowed under Internal Revenue Code (IRC) Section 125. Each employee's participation is purely voluntary. To enroll an employee must:

1. Complete ~~an Agreement to Participate~~ a **"Reimbursement Account Election Form,"** this ~~agreement form~~ helps the employee determine the contribution to be placed into the flex account during the plan year.
2. Each pay period this amount is deducted from the employee's pay prior to deducting federal income tax and social security tax.
3. As applicable expenses occur, the employee is reimbursed with the monies in the employee's account.

To get reimbursed for eligible expenses, the employee submits a simple reimbursement form and attaches the appropriate receipt. If the charges are applicable according to IRS code, the employee is reimbursed with the funds in the employee's account. **The employee may choose to sign up for a debit card, instead of submitting reimbursement receipts.** All applicable charges are defined by the IRS. Any funds left in the account at year end are lost. There are two types of reimbursement accounts:

1. Medical Reimbursement: This can be used to pay for qualified medical costs and health care expenses that are not paid by insurance. Examples include: chiropractor, podiatrist, deductibles, co-pays, office visits, prescriptions, hearing aids, glasses, contact lenses, orthodontic, ~~diabetic supplies, birth control devices,~~ therapy, physical impairment needs, smoking cessation programs, ~~over the counter drugs,~~ etc. An employee may elect to contribute up to ~~\$1,000~~ **the federal maximum** in the account. Any leftover money will be forfeited.
2. Dependent Care Reimbursement: This can be used to pay for eligible dependent care expenses such as child care for children under age 13 or children who are physically or mentally incapable of self-care and, in some cases, elder care, so that the employee (and the employee's spouse, if married) can work, look for work, or attend school full-time. A single parent or a married couple filing jointly can elect up to \$5,000 per family, while a married person filing separately can elect up to \$2,500. This is a pay as you go account.

Reimbursements are not made until funds are available. The child care provider must claim payments as income. Any leftover money will be forfeited.

An employee may change the annual election if the employee has a qualified change in status (marriage, birth, adoption, death or divorce). The change in status must correlate with the event and be made within thirty (30) days of the event. The City of Owosso Human Resources Director is the administrator of the plan.

Short Term Disability (STD) Benefits

The short-term disability benefit is a source of income replacement for employees unable to work due to illness, pregnancy or injury.

Eligibility

For all regular, full-time employees, the employee must exhaust the employee's bank of sick time prior to the short-term disability taking effect.

A regular, full-time employee who has completed six months of continuous employment and who is unable to work due to illness, pregnancy or injury (other than a self-inflicted injury) is eligible. There is an eight (8) calendar day waiting period, sick time must be used for this waiting period (if the employee's sick time is exhausted the employee must use personal or vacation time to fill the eight (8) day waiting period if they wish to be paid for scheduled work days missed during the eight (8) day waiting period). The employee must have exhausted all sick time before the STD will begin. The employee may also use personal or vacation time in lieu of STD. An employee receiving workers' compensation or disability pay under any state or federal plan is ineligible for this benefit. To be eligible for continued disability benefits, the employee must not engage in outside employment and is expected to avoid activities that may delay recovery and a return to work.

Medical certification

The employee must provide medical certification of the disability that includes the starting and expected ending date of the disability. This certification must be submitted to the Human Resources Department. The enrolled carrier will make the determination of disability.

Benefit payment

The short-term disability benefit payment is 66 2/3 percent of the employee's base weekly wages calculated on average earnings in the previous ~~six~~-12 months. The benefit may be paid for a maximum of twelve (12) weeks per calendar year. Payments are made once a week. The benefit is taxable income.

Return to work

The employee must return to work as soon as permitted by the health care provider. The employee must submit a fitness-to-return-to-duty clearance to the Human Resources Department. An employee whose absence has been designated as FMLA (Family and Medical Leave Act) leave is eligible for reinstatement as provided by the FMLA.

The City will attempt to return an employee who is returning from a short-term disability leave to the same or similar job, at the same salary that the employee held prior to the leave. Under some

circumstances, however, permanent replacement during a leave may be required, or in some instances, staffing requirements may change. Therefore, unless an employee is entitled to return to the same or an equivalent position under the FMLA, a job cannot be guaranteed when the employee is ready to return to work from a short-term disability leave. In the event the employee is not entitled to return to the same or an equivalent position under the FMLA and a position is not available or if the employee chooses not to return to work, upon the expiration of the disability leave, the employee will be terminated. If an employee does not return from a short-term disability leave, the termination date is the last day that the employee was authorized to return or the date the employee notifies the supervisor that the employee is not returning, whichever is sooner. Such employees may be considered for reemployment. An employee who returns to work following a short-term disability leave will be considered as having continuous service.

Long-Term Disability

The City offers regular, full-time employees (who are regularly scheduled to work a minimum of 32 hours per week) a non-contributory Long-Term Disability (LTD) base plan. This non-contributory base plan provides for monthly LTD benefits of 66 2/3% of basic monthly earnings to a maximum benefit of \$5,000 per month, less any other offsets. Eligible employees are automatically enrolled the first of the month following their date of hire. The benefit continues until age 65.

Workers' Compensation Benefits

Each regular full-time employee covered by this Plan who is unable to work as the result of an injury incurred in the performance of the employee's job shall receive pay during such workers' compensation as follows:

1. During the first seven (7) days, the City shall pay the employee the basic weekly wage.
2. An Employee will be paid the regular bi-weekly income while out on worker's compensation. The City's Worker's Compensation provider will still send a check to the Employee. When the check arrives, the City requires that the Employee sign it over to the City. The Employee's bi-weekly income shall not exceed twenty-six (26) weeks.
3. If, upon expiration of the six (6) month period, the employee is unable to return to work, the employee may elect to use accumulated sick leave to supplement the difference between the employee's regular weekly wage and Workers' Compensation benefits.
4. To become eligible for injury leave with pay, an employee must immediately report the injury to the department manager and the Human Resources department on prescribed forms and be available for first aid treatment.

5. No employee shall be entitled to regular compensation for absence from duty on account of injuries, if said injuries were not job incurred. Such absence from duty will be considered as sick leave and will be governed by the rules pertaining to sick leave.

Employee Assistance Program

We all experience times when we need a little help with life's challenges. The City understands this and is providing the employee assistance program (EAP) to offer support, guidance and resources to help the employee and the employee's family resolve personal issues. An EAP can help by assisting the employee in balancing work and personal life.

A master's level Member Advocate will confidentially consult with the employee over the phone and help him/her find solutions and resources to meet life's challenges. The Member Advocate will provide the employee with consultation, resources, an action plan and information to help the employee address any issues. The employee may also receive referrals to support groups, community resources, a counselor or health plan. The EAP can help with the following issues, among others;

- Child care and elder care
- Alcohol and drug abuse
- Life improvement
- Difficulties in relationships
- Stress and anxiety with work or family
- Depression
- Personal achievement
- Emotional well-being
- Financial and legal concerns
- Grief and loss

All calls and counseling services are completely confidential. Information will be released only with the employee's permission or as required by law. Phone consultation and online access to EAP services is always available. This program also includes up to three (3) face-to-face assessments and counseling sessions. If you accept a referral to services that are not a part of your program, you may be responsible for the costs associated with those services. For more information contact the Human Resources Department.

Longevity

After completion of the third year of employment, the employee will be paid annual longevity pay according to the following schedule on or after the employee's anniversary date of employment.

Longevity Schedule	
3 – 4 years completed	\$150.00
5 – 9 years completed	\$400.00
10 – 14 years completed	\$650.00
15 or more years completed	\$750.00

An employee leaving the employ of the City under any circumstances other than retirement or death shall not be granted longevity pay for any partially completed year. Upon retirement or death, the longevity pay shall be prorated according to full calendar months completed.

Expense Reimbursement

Each employee shall be entitled to recover actual out-of-pocket expenses that may be incurred while on official City business. Reimbursement for use of automobiles is discussed in Appendix ~~F~~ **E** (Use of City Vehicles by City Employees).

Moving Expenses

~~The City Manager may find it necessary to recruit key personnel from outside the Shiawassee County area which could involve the payment of up to 100% of actual moving expenses.~~

Conferences and Workshops

The City of Owosso strongly supports professional development by sending employees to conferences and workshops. Employees are encouraged to attend these events to get up-to-date information in their field and network with colleagues in other municipalities. Knowledge is fundamental to the efficient operation of the City. Prior to registering for a conference/workshop, please seek the approval of your direct supervisor and Department Director. If you have any professional development or training suggestions, please contact the HR Department.

Employee Training, Recognition and Service Programs

It shall be the responsibility of the Human Resources Director to foster and promote programs of employee training, employee recognition, and employee service programs for the purpose of improving the quality of personnel services rendered to the City and of aiding employees to develop themselves for advancement in the service. City resources may be expended to develop these programs.

Administration of Employee Development Program

The Human Resources Director shall develop and conduct supervisory and management training and other types of training and employee development programs common to all departments; the HR Director shall establish standards of performance and procedures for evaluating employee efficiency and shall assist supervisors in development and conducting training to meet the specific needs of their departments and in developing and utilizing other techniques for increasing employee efficiency in present positions, and in preparing for promotions to higher positions in the City service.

Political Activity

No employee will be required to contribute to or work in any election on behalf of any candidate and no such employee shall participate in any political activities or electioneering on City property during business hours.

ON-THE-JOB

Attendance, Punctuality and Dependability

Because the City depends heavily upon its employees, it is important that employees attend work as scheduled. Dependability, attendance, punctuality, and a commitment to do the job right are essential at all times. As such, an employee is expected at work on all scheduled work days and during all scheduled work hours and to report to work on time. Moreover, an employee must notify the employee's supervisor or the Human Resources Department as far in advance as possible, and no later than the starting time of the employee's shift. This policy applies for each day of absence. An employee who fails to contact the employee's immediate supervisor or the Human Resources Department may be considered as having voluntarily resigned. A careful record of absenteeism and lateness is kept by the employee's supervisor and becomes part of the personnel record. To the extent permitted by law, absenteeism and lateness lessen an employee's chances for advancement and may result in dismissal.

Appearance and Conduct

The City expects employees to maintain a neat, well groomed appearance at all times. City Hall is a business casual environment and all employees working in City Hall must abide by this dress code. Jeans, beach footwear, shorts and bare-midriiffs are prohibited attire for employees, unless prior approval is granted by the supervisor. On special occasions jeans and/or shorts may be appropriate, with prior approval by the Department Manager. **Fridays are considered casual days and jeans are appropriate.**

The City requires order and discipline to succeed and to promote efficiency, productivity and cooperation among its employees. The orderly and efficient operations of the City require that employees maintain proper standards of conduct at all times.

Employees who fail to maintain proper standards of conduct toward their work, their co-workers or the City's customers, or who violate any of the City's policies, are subject to appropriate disciplinary action, up to and including discharge.

All instances of misconduct should be referred to the Human Resources Department immediately.

Anti-Nepotism Policy

Members of an employee's immediate family will be considered for employment on the basis of qualifications. Immediate family may not be hired, however, if employment would:

- (i) Create a supervisor/subordinate relationship with a family member;
- (ii) Have the potential for creating an adverse impact on work performance; or
- (iii) Create either an actual conflict of interest or the appearance of a conflict of interest.

This policy must also be considered when assigning, transferring, or promoting an employee. For the purpose of this policy, immediate family includes: spouse, parent, child, sibling, in-law, aunt, uncle, niece, grandparent, grandchild and members of household. This policy also applies to romantic relationships.

An employee who becomes an immediate family member or establishes a romantic relationship may continue employment as long as it does not involve any of the above situations. If one of the conditions outlined above should occur, attempts will be made to find a suitable position within the City of Owosso to which one of the employees may transfer. If employees become immediate family members or establish a romantic relationship, the City will make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security or morale. If accommodations of this nature are not feasible, the employees will be permitted to determine which of them will resign. If the employees cannot make a decision, the City will decide in its sole discretion who will remain employed.

Romantic or Sexual Relationships

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

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

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

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

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

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

may reward or disadvantage any employee with whom the supervisor/manager has or has had such a relationship.

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

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

Violence in the Workplace

The City strongly believes that all employees should be treated with dignity and respect. Acts of violence will not be tolerated. Any instances of violence must be reported to the employee's supervisor and/or the Human Resources Department. All complaints will be fully investigated.

The City will promptly respond to any incident or suggestion of violence. Violation of this policy will result in disciplinary action, up to and including immediate discharge.

Accidents and Emergencies

Maintaining a safe work environment requires the continuous cooperation of all employees. The City strongly encourages employees to communicate with fellow employees and their supervisor regarding safety issues.

All employees will be provided care, first-aid and emergency service, as required, for injuries or illnesses while on City premises. Employees should contact their supervisor, the nearest supervisor, and/or 911 in the event of an accident or emergency.

If an employee is injured on the job, the City provides coverage and protection in accordance with the Worker's Compensation Law. When an injury is sustained while at work, it must be reported immediately to the employee's supervisor, who in turn, will notify Human Resources of the incident.

Failure to report accidents is a serious matter as it may preclude an employee's coverage under Worker's Compensation Insurance.

Open Door Policy

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

Internal Complaint Procedures

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

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

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

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

Solicitations, Distributions and Use of Bulletin Boards

Employees may not solicit any other employee during working time, nor may employees distribute literature in work areas at any time. Under no circumstances may an employee disturb the work of others to solicit or distribute literature to them during their working time.

Persons not employed by the City may not solicit the City employees for any purposes on City premises.

Bulletin Boards

Bulletin boards maintained by the City are to be used only for posting or distributing material of the following nature:

- notices containing matters directly concerning City business;
- announcements of a business nature which are equally applicable and of interest to employees.

All posted material must have authorization from Human Resources. All employees are expected to check these bulletin boards periodically for new and/or updated information and to follow the rules set forth in all posted notices. Employees are not to remove material from the bulletin boards.

Internal Investigations and Searches

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

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

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

Reference Checks

All inquiries regarding a current or former City employee must be referred to the ~~Human Resources Department~~ **HR Director**.

Should an employee receive a written request for a reference, the employee should refer the request to the ~~Human Resources Department~~ **HR Director** for handling. No City employee may issue a reference letter to any current or former employee without the permission of the ~~Human Resources Department~~ **HR Director**.

Under no circumstances should any City employee release any information about any current or former City employee over the telephone. All telephone inquiries regarding any current or former employee of the City must be referred to the Human Resources Department.

In response to an outside request for information regarding a current or former City employee, the Human Resources Department will furnish or verify only an employee's name, dates of employment, job title and department. No other data or information regarding any current or former City employee, or prior employment with the City, will be furnished unless the employee authorizes the City to furnish this information in writing that also releases the City from liability in connection with the furnishing of this information or the City is required by law to furnish any information.

Tape Recording Policy

It is a violation of City policy to record conversations with a tape recorder or other recording device unless prior approval is received from your supervisor or a member of upper-level management or all parties to the conversation give their consent.

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

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

Tuition Reimbursement Policy

If an employee is a regular, full-time non-union employee and has worked for the City at least one (1) year, the employee may be eligible to participate in the City's tuition reimbursement program. In the event that the City agrees to support an employee's academic efforts, and believes that the employee's general job performance warrants such, the City will partially reimburse the employee's tuition for certain courses that it believes are job-related. Eligible courses must be directly and substantially related to an employee's improving productivity in the employee's current job. Costs for textbooks and materials will not be reimbursed. The amount an employee receives will depend on the City's approval and upon the grade received and will not exceed \$600 per semester.

To receive tuition reimbursement, an employee must apply and be approved before the course begins. This is how the program works:

1. Complete a Tuition Reimbursement Form. See the Human Resources department for the form. Complete the form and submit to the City Manager.
2. If the City Manager approves the form, return the signed form to the Human Resources Department.
3. The employee pays the initial course fees.
4. Once the employee receives grades, the employee should attach the tuition bill and the final grades to a copy of the initial Tuition Reimbursement Form and send them to the Human Resources Department.
5. Within thirty (30) days, the employee will receive a reimbursement.
 - For 90 percent reimbursement, the employee must receive a grade of "A" or grade point average (gpa) in the range of 4.0-3.5.
 - For 70 percent reimbursement, the employee must receive a grade of a "B" (gpa of 3.4-3.0).
 - For 50 percent reimbursement, the employee must receive a grade of a "C" (gpa of 2.9-2.5/pass).
 - No reimbursement is provided for a grade of a "D" or less (or below a gpa of 2.5/fail).

If an employee resigns or is terminated before receiving a grade, the employee will not be reimbursed for tuition expenses. If an employee resigns within twelve (12) months after receiving reimbursement, the employee must repay the City in full.

LEAVING THE CITY OF OWOSSO

Resignation

When an employee decides to leave for any reason, the employee's supervisor and the Human Resources Department would like the opportunity to discuss the resignation before final action is taken. The City often finds during this conversation that another alternative may be better. If, however, after full consideration the employee decides to leave, it is requested that the employee provide the City with a written two-week advance notice period (bear in mind that vacation days or personal days may not be included in the two-week notice period). The City will only compensate employees for unused vacation when the employee works throughout the notice period, and is not terminated for gross misconduct or cause; otherwise, unused vacation will be forfeited. If, as sometimes happens, the employee's supervisor wishes for the employee to leave prior to the end of the employee's two-weeks notice, the employee may be paid for the remainder of that period.

Post Resignation/Termination Procedures

Exit Interview

Human Resources is responsible for scheduling an exit interview with a terminating employee on the employee's last day of employment and for arranging the return of City property including:

- Office keys
- City-issued credit cards/gas cards
- City manuals
- Any additional City-owned or issued property

In order to receive a disbursement of any amounts due from the ~~Retirement-Pension~~ Plan, the employee is required to complete and sign a distribution form and submit it to ~~the Treasurer's Office~~**MERS**. **For employees in the defined contribution plan, a form must be submitted to ICMA-RC.** Specific information will be provided at the exit interview.

Employees may choose the continuation or waiver of comprehensive medical~~-coverage,-and~~ dental **and vision** coverages under Consolidated Omnibus Budget Reconciliation Act (COBRA). Specific information will be provided at the exit interview.

Benefits

Benefits (Life, Medical, Vision and Dental) end on your last day of employment. An employee has the option to convert to individual life insurance, and/or to continue Medical, Vision, or Dental Benefits in accordance with the COBRA regulations.

Final Paycheck

Employees leaving the City must return office keys, city credit cards, etc., before their final paycheck can be issued. This final paycheck will be mailed during the next normal pay period. If there are unpaid obligations to the City, the final paycheck will reflect the appropriate deductions.

Retirement Plan

If an employee is in the retirement plan, information regarding this plan will be provided at the exit interview.

Approved as to substance: _____
City Manager Date

Approved as to form: _____
City Attorney Date

Approved by City Council: Monday, ~~September 21, 2009~~ **May 18, 2020** _____
Date

Mayor

City Clerk

ACKNOWLEDGMENT

PLEASE READ THE FOLLOWING AND SIGN BELOW TO INDICATE RECEIPT OF THIS PERSONNEL POLICY MANUAL AND ACKNOWLEDGMENT OF THE FOLLOWING.

I have received my copy of the Personnel Policy Manual. I have read and agree to keep my Manual for future reference and observe present and future City personnel policies and rules outlined in this Manual. I agree that if there is any policy or provision in the ~~Handbook-Manual~~ that I do not understand, I will seek clarification from the Human Resources Department. I understand that this Manual is simply intended as an informational guide describing personnel policies, benefits and general information and that these guidelines are not to be construed as either a contract or guarantee of continued employment. This Manual is to be a guide for all City of Owosso employees, if there is a conflicting section in this manual, as compared to a union contract, the union contract shall prevail. I also understand that within the limits allowed by law, the City of Owosso reserves the right to unilaterally amend, modify or cancel this Manual, as well as any or all of the various policies, procedures and programs outlined within it at any time without any required notice period; this also extends to any other employment-related policies and/or procedures and standards. It supersedes any and all past manuals, handbooks, policies, procedures, understandings, and standards written or verbal, express or implied.

I understand that the City of Owosso is an "at will" employer and as such employment with the City is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice.

Please sign and date this receipt and return it to the Human Resources Department.

Date: _____ Signed: _____
Employee's Signature

Print Name: _____

FAMILY AND MEDICAL LEAVE ACT ("FMLA")

In accordance with the Family and Medical Leave Act (FMLA), an employee who has been employed by the City of Owosso for twelve (12) consecutive months (and has worked 1250 hours during those months) may take a leave of absence for up to a total of twelve (12) weeks during any 12-month period for the following reasons:

- The employee's own health condition;
- To care for a child, spouse or parent who has a serious health condition;
- Birth of a child;
- The placement of a foster or adoptive child with the employee; or
- A qualifying exigency.

The City utilizes a "rolling" 12-month period for purposes of computing the amount of remaining leave an employee has available to use at any given time. Thus, an employee's current entitlement to leave is based on how much FMLA leave the employee has taken in the preceding 12 months, as measured backwards from the date the currently requested leave would commence. For example, if an employee has taken eight weeks of leave during the past 12 months, an additional four weeks of leave could be taken.

1. Employees anticipating the need for a leave pursuant to the FMLA are requested to provide at least thirty (30) days advance written notice of a need for the leave. If it is not possible for the employee to provide thirty (30) days advance notice for a foreseeable leave, based upon the circumstances, the employee should provide advanced notice as soon as practicable, on the same day or the next business day. An employee's notice of FMLA leave should include:
 - The employees statement asserting the need for leave
 - The reason for the need for leave
 - The anticipated duration of the leave
 - The anticipated start of the leave
2. When the need for FMLA leave is foreseeable at least thirty (30) days in advance, and the employee fails to provide notice, without a reasonable excuse, the City reserves the right to delay FMLA coverage for thirty (30) days after the employee actually provided notice.
3. Employees needing to initiate FMLA leave where the approximate timing of the leave is not foreseeable, the employee must provide notice to the City as soon as practicable. It is expected that the employee will provide the notice for an unforeseeable leave, however, in emergency situations notice may be given by a

spokesperson for the employee.

4. When the necessity for the leave is foreseeable based upon planned medical treatment, employees are required to make a reasonable effort to schedule the treatment so as to not unduly disrupt the operations of the City of Owosso.
5. The family or medical leave can be taken intermittently or on a reduced work schedule when there is a medical necessity.
6. Employees requesting a medical leave for a serious health condition, including intermittent or reduced schedule leaves, must provide certification of the serious health condition of the employee or eligible family member which includes the following:
 - A. The date on which the serious health condition began;
 - B. The probable duration of the condition;
 - C. Appropriate medical facts regarding the condition; and
 - D. The name, address, and telephone number of the health care provider.

Such certification shall be on a form approved by the U.S. Department of Labor. An employee requesting leave should return the medical certification for FMLA leave within fifteen (15) calendar days.

If the City questions the need for the leave or the adequacy of the medical certification, it shall have the right to obtain a second opinion, at the City's expense. If the two health care providers' opinions differ, a third opinion from a health care provider may be requested by the employee mutually agreed upon by the City and the employee, which opinion shall be paid for by the City and will be final and binding on the parties.

7. The City may require periodic re-certification from the employee during the leave period. Furthermore, if the leave is necessitated by the employee's own serious health condition, the employee will be required, before a return to work, to provide medical certification that the employee is able to resume work.
8. There shall be no loss of seniority or accrued benefits during the period of FMLA leave. Health insurance benefits shall be maintained during the FMLA leave at the same level and conditions as if the employee had continued to work. Employees will be asked to utilize any accrued paid time-off as part of the twelve (12) week period granted for any of the reasons set forth above.
9. The employee shall accrue seniority while on an FMLA leave.
10. An employee on FMLA leave who desires to return to work must notify the Human Resources Director, in writing, at least seven (7) calendar days prior to the return date.

11. An employee who has been absent for medical reasons must obtain a return to work release from the physician which must certify the employee is fit for duty without restriction or specify the type, nature and duration of any work restriction, if applicable.
12. An employee on FMLA leave for twelve (12) weeks or less shall be returned to work either to the position held prior to taking the leave, or to an equivalent position. An employee is returned to the position with the same rights the employee would have had if the employee had been continuously employed during the FMLA leave. An employee is not entitled to any greater rights or benefits than the employee would have been entitled had the employee not taken the leave.
13. An employee seeking to return to work with medical restrictions shall be returned to work in line with the employee's seniority to an available position, if any, which the restricted employee is capable and qualified to perform. If an employee cannot be placed in a suitable position, the employee will be placed on continued leave status until an appropriate accommodation can be made, up to a maximum of twelve (12) months. Nothing in this provision is intended to preclude the rights and obligations of either the employee or the City of Owosso under the American with Disabilities Act (ADA) and related state law.
14. Once an employee has expended the full 12-week allotment of leave time, the employee is no longer entitled to the benefits and protections of this Section, which include, but are not limited to, the right to continued health insurance benefits and the right to be returned to the prior position or an equivalent position. An employee's failure to return to work at the expiration of FMLA leave may result in termination of employment.
15. If an employee on FMLA leave fails to return to work, and the reason for the failure to return to work is due to circumstances within the employee's control, such employee shall reimburse the City of Owosso for the health insurance premiums paid on behalf of the employee during the leave.

If an employee is the spouse, son, daughter, parent, or next of kin of a "covered service member" in the military, who is suffering from a "serious injury or illness," the employee is entitled to take up to twenty-six (26) weeks of leave during a single twelve (12) month period to care for the "covered service member." This twelve (12) month period begins on the first day the eligible employee takes this military caregiver leave to care for a covered service member, and not on the "rolling" basis described in the first portion of this exhibit. Any other leaves taken under FMLA during the twelve (12) month period, other than military caregiver leave, are considered in calculating how much leave the employee has available, up to twenty-six (26) weeks. The employee will be required to provide certification that the "covered service member's" serious injury or illness was incurred in the line of duty on active duty.

An employee may take up to twelve (12) weeks of FMLA leave for a "qualifying exigency" that arises when a spouse, parent or child is on or has been called to active duty. The availability of this twelve (12) weeks of qualifying exigency leave will be based upon the "rolling" twelve (12) month period described above. A qualified exigency leave can be taken for: (1) Short-Notice Deployment, (2) Military Events, (3) Childcare and School Activities, (4) Financial and Legal Arrangements, (5)

Counseling, (6) Rest and Recuperation, (7) Post-Deployment Activities, and (8) Other events that arise out of the active duty or military call-up, where the City and employee agree that such leave shall qualify as an exigency, and agree to the timing and duration of the leave. The employee will be required to provide certification of a qualifying exigency leave, on the first occasion that an employee requests such leave.

The above FMLA benefits are in coordination with other leave of absence benefits provided by the City of Owosso. To the extent that any provision of this Section conflicts with the FMLA, the language of the Act will prevail.

SOCIAL SECURITY NUMBER PRIVACY POLICY

Purpose

The City of Owosso is required by the Michigan Social Security Number Privacy Act, Public Act 454 of 2004, MCL 445.81, *et seq.*, to create a privacy policy concerning the Social Security numbers that it possesses or obtains.

Policy

The City will protect the confidentiality of the Social Security numbers obtained in the ordinary course of business from employees, vendors, contractors, customers or others. No person shall knowingly obtain, store, transfer, use, disclose, or dispose of a Social Security number that the City obtains or possesses except in accordance with the Act and this Privacy Policy.

Procedure

- a. **Obtaining Social Security Numbers.** Social Security numbers should be collected only where required by federal and state law, or as otherwise permitted by federal and state law for legitimate reasons consistent with this Privacy Policy.

Legitimate reasons for collecting a Social Security number include, but are not limited to:

- Applicants may be required to provide a Social Security number for purposes of a pre-employment background check.
 - Copies of Social Security cards may be obtained for purposes of verifying employee eligibility for employment.
 - Social Security numbers may be obtained from employees for tax reporting purposes, for new hire reporting or for purposes of enrollment in any City employee benefit plans.
 - Social Security numbers may be obtained from creditors or vendors for tax reporting purposes.
- b. **Public Display.** All or more than four sequential digits of a Social Security number shall not be placed on identification cards, badges, time cards, employee rosters, bulletin boards, permits, licenses or any other materials or documents designed for public display. Documents, materials or computer screens that display all or more than four sequential digits of a Social Security number shall be kept out of public view at all times.
 - c. **Account Numbers.** All or more than four sequential digits of a Social Security number shall not be used as a primary account number for an individual.

- d. **Computer Transmission.** All or more than four sequential digits of a Social Security number shall not be used or transmitted on the Internet or on a computer system or network unless the connection is secure or the transmission is encrypted.
- e. **Mailed Documents.** City documents containing all or more than four sequential digits of a Social Security number shall only be sent in cases where state or federal law, rule, regulation, or court order or rule authorizes, permits or requires that a Social Security number appear in the document. Documents containing all or more than four sequential digits of a Social Security number, that are sent through the mail, shall not reveal the number through the envelope window or otherwise be visible from outside the envelope or package.
- f. **Freedom of Information Act.** Where all or more than four sequential digits of a Social Security number are contained within a document subject to release under the Freedom of Information Act, the Social Security number shall be redacted or otherwise rendered unreadable before the document or copy of a document is disclosed.
- g. **Storage.** All documents containing Social Security numbers shall be stored in a physically secure manner. Social Security numbers shall not be stored on computers or other electronic devices that are not secure against unauthorized access.
- h. **Access to Social Security Numbers.** Only personnel who have legitimate business reasons to know will have access to records containing Social Security numbers. The Department Manager having access to records containing Social Security numbers shall determine which other personnel within their departments have legitimate reason in the City's ordinary course of business to have access to such Social Security numbers. Personnel using records containing Social Security numbers must take appropriate steps to secure such records when not in immediate use.
- i. **Disposal.** Documents containing Social Security number will be retained in accordance with the requirements of state and federal laws and the City's retention policy. At such time as documents containing Social Security numbers may be disposed of, such disposal shall be accomplished in a manner that protects the confidentiality of the Social Security numbers, such as shredding.
- j. **Unauthorized Use or Disclosure of Social Security Numbers.** The City shall take reasonable measures to enforce this Privacy Policy and to correct and prevent reoccurrence of any known violations. Any employee who knowingly obtains, uses or discloses Social Security numbers for unlawful purposes or contrary to the requirements of this Privacy Policy shall be subject to discipline up to and include discharge. Additionally, certain violations of the Act carry criminal and/or civil sanctions. The City will cooperate with appropriate law enforcement or administrative agencies in the apprehension and prosecution of any person who knowingly obtains, uses or discloses Social Security numbers through the City for unlawful purposes.

- k. **Guidance.** If any questions regarding Social Security number privacy and security should arise, contact the office of the City Manager for policy clarification and guidance.

TECHNOLOGY USE, INTERNET AND E-MAIL POLICY

I. Overview

The City of Owosso maintains a tremendous amount of information in electronic form. Likewise, the City depends on technology to provide vital public services. While computer/Information technology is an invaluable tool for local government, it can also represent a tremendous risk if it is misused or abused. These facts make it necessary to maintain information systems and technology that are secure, efficient and effective. The policies in this document are intended to regulate the use and development of electronic data resources and technology used by the City to assure that these ends are met.

This policy serves to delineate acceptable uses of the Internet, e-mail, and computer systems while using government owned/leased equipment, facilities, Internet addresses, domain names, and/or e-mail services registered to or provided by the City. It seeks to ensure that the use of the Internet, e-mail and computer systems by city employees and elected officials and others who may be conducting work for the City and/or while using City provided systems is consistent with the City of Owosso's policies, all applicable laws, and the individual user's job responsibilities.

Information is Not Private: The City computers and the data stored on them are at all times the property of the City of Owosso. As such, all messages created, sent or retrieved over the Internet or the City's electronic mail systems are the property of the City of Owosso, and should not be considered private information. Employees have no right to privacy to any information or file transmitted through or stored in the City's computer systems or electronic mail.

The Information Technology Support Staff's responsibility within this policy is to provide resources to City Management so that they may administer the policy. Any and all enforcement actions are the responsibility of the City Manager.

Computer/Information technology shall be defined to include electronic-based communication and records, personal computers, software, network servers, E-mail, the Internet and other systems and devices that transmit and/or store information on media other than paper. Employees of the City are expected to maintain the same standards of propriety, professionalism and confidentiality for electronic-based communication and records as any written correspondence.

Authorized Users: Current employees, elected or appointed officials of the City of Owosso that have received, read and agreed to the City of Owosso Technology Use, Internet, and E-Mail Policy. User accounts will be created only when authorized by the Human Resources Director by submission of the electronic Network Access Form to the Information Technology Department. User account modifications will only be changed when authorized by the appropriate Department Director by submission of the electronic Network Access Form to the Information Technology Department.

Password Projection: Employees will safeguard their computer passwords and will not post them in public places, such as the computer monitor, under keyboards or places where they could easily be lost, such as on nametags.

Employees will not allow anyone, including other employees, to use their password to log on to or utilize the City's computers.

Authorized Use of Computer/Information Technology: The City encourages authorized and trained personnel to make use of information technology to improve the efficiency or effectiveness of City services. City employees are encouraged to be creative in their use of technology and to share their discoveries of techniques with other employees.

Unauthorized Use of Computer/Information Technology: The City prohibits the use of City information technology resources in the following circumstances:

- By unauthorized persons
- Political activity
- Accessing or transmitting obscene language, sexually explicit materials or materials that disparage any person, group or classification of individuals except as required for official business
- Anything that violates the law

Protection of Sensitive, Confidential and Proprietary Information: All employees are expected to maintain the integrity of the sensitive, confidential and proprietary information that is stored on or is passed through City information systems. This definition includes but is not limited to:

- Personnel information including salaries, performance reviews, complaints, grievances, disciplinary records and medical records.
- Criminal history information, mug shot images, police investigation records, intelligence files, and tactical information.
- Names, addresses or other personal information about City residents or vendors.
- To protect all sensitive, confidential and proprietary information all City personnel shall observe the following practices:
 - Access to network directories and databases shall be restricted to personnel with a demonstrated "need to know" as determined by the Department Director and City Manager.
 - Personal access codes and passwords shall not be shared, even with other City employees.
 - All employees are prohibited from allowing unauthorized individuals access to City Information Technology.
 - Employees shall either lock their computers or log off whenever they leave their work area and log off their computers whenever they leave the building. Outside of normal job duty performance, no employee shall make copies of information stored on City information systems without authorization from their Department Director. This includes printed reports, CDs and USB drives.
 - City personnel are prohibited from encrypting or password-protecting computer files without authorization from their Department Director (at least two employees shall have access to any protected or encrypted file).

II. Technology

Hardware Installation: Only hardware that has been approved by the Information Technology Department and the Department Director shall be installed for City use. This includes all microcomputers, peripherals and accessories. Only the Information Technology Department shall install or uninstall hardware. Hardware may not be relocated, connected, or disconnected from any computer without the prior approval of the Information Technology Department.

Software Installation: Only software that has been approved by the City of Owosso shall be installed or executed on any City computer. It is against City policy to install, access or execute any software or data that has not been approved for use. Only the Information Technology Department shall install software. Unless approved by the Information Technology Director, no other person shall install software. Transfer of software applications from one computer to another computer or storage device on or off site requires the approval of the Information Technology Director.

Software Licensing and Copyrights: The City purchases or licenses the use of copies of computer software from a variety of outside companies. The City does not own the copyright to any of this software or its related documentation and, unless authorized by the software developer, does not have the right to reproduce it for use on more than one computer.

Any movement of the City's equipment, even within different areas of the premises, requires prior notification and approval of the Information Technology Department. Additionally, any disconnection or re-connection of a computer, its component parts, its accessories, or its connection to the network is to be performed by or under the supervision of the Information Technology Department.

Use of Computer Systems and Network: Users shall not access any network resources without authorization from the Information Technology Department. Users shall not use any network scanner, sniffer, disk wiping, or cracking software on City computers, network or other system equipment. The use of file transfer programs or remote control programs is prohibited, except with prior authorization of the Information Technology Department.

Use of Audio Output Equipment Connected to Technology: Users shall restrict the use of audio output to head phone and earplug devices when this technology is required for their job function in areas that would cause disruption to other personnel.

Protection and Viability of Data: Data files created and used by City staff become critical for normal operations and as such must be adequately preserved through appropriate backup and restore procedures. All applicable data is to be stored on Network file servers where daily and weekly backup methods are in place. Storage of data on local workstations, floppy disks, and flash drives are to be avoided except for secondary copies.

Lost or Stolen Equipment: Laptops, USB drives, or any device with data files that are lost or stolen must be reported to the Information Technology Department immediately.

III. Internet

This policy is intended to ensure that use of the Internet by and among employees of the City is consistent with municipal policies, all applicable laws, the individual user's job responsibilities, and to establish basic guidelines for appropriate use of the Internet. Further, as activity on the Internet through the City of Owosso's system may be a matter of public record, it is the responsibility of each individual to maintain the integrity of the system. Periodic reviews of Internet activity may be performed at a system, department and/or individual level.

The Internet and e-mail must be treated as a formal communications tool like telephone, facsimile, and video communications. Therefore, each individual user is responsible for complying with this and all other relevant policies when using the City's resources for accessing the Internet or utilizing e-mail.

Internet Access: A condition of authorization is that all Internet users must have a business need, approved by their respective Department Director, and read and sign a copy of this policy and all other applicable policies regarding Computer/Information Technology usage.

Safety and Security: The safety and security of the City's Computer/Information Technology systems and resources must be considered at all times when using the Internet. Users shall not share any password for any City computer with any unauthorized person, nor shall any user obtain any other user's password by any authorized or unauthorized means.

Objectionable Content: A wide variety of information is available on the Internet. Some individuals may find some information on the Internet offensive or otherwise objectionable. Individual users should be aware that although the City utilizes content filtering to avoid objectionable material it does not have complete control over the Internet and can therefore not be responsible for the content of information available.

Instant Messaging and Chat Rooms: Users may not engage in chat rooms, instant messenger communications or newsgroups, unless a business need is demonstrated. Questions about these services should be referred to the Information Technology Department.

Unrestricted Access: Users may not access sites that contain, or may contain illegal, defamatory, obscene, indecent or potentially offensive materials, unless such is required and directed by the employee's Department Director, as a part of that employee's job function.

Notification of Malware Attacks: Users shall immediately report all viruses, worms, spyware or other suspected system attacks to the Information Technology staff, who will use appropriate eradication methods.

Suspension of Internet Access Privileges: In the event of a continued breach of this or any other policies by a specific user, that user may be disconnected from the Internet until compliance with all City policies is re-established, or the employee may be disciplined, up to and including termination.

Non-Work Hours: Access to the Internet or e-mail during an authorized user's non-work hours via City equipment shall completely adhere to all provisions of this policy and cannot disrupt or interfere with the work performed by users of the municipality's own computer system or misrepresent the interests of the City.

High Bandwidth Applications: Accessing entertainment and other websites that use significant bandwidth could jeopardize network speed for other business uses, and should be avoided. This includes websites that broadcast radio, TV, video, or any streaming technology, and other similar high-bandwidth sites that are not related to City business.

IV. E-Mail

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

"This communication, along with any documents, files or attachments, is intended only for the use of the addressee and may contain legally privileged and confidential information. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of any information contained in or attached to this communication is strictly prohibited. If you have received this message in error, please notify the sender immediately and destroy the original communication and its attachments without reading, printing or saving in any manner. This communication does not form any contractual obligation on behalf of the sender or the City of Owosso and, when applicable, the opinions expressed here are my own and do not necessarily represent those of the City."

Deletion of Files and Email: No person without specific authorization shall read, alter, or delete any other person's computer files or e-mail. This applies regardless of whether the computer's operating system permits these acts.

Suspected Viruses: Any user that receives a message from an unknown source or has a questionable attachment from a known source, shall not open the e-mail nor any attachment to that e-mail due to the risk of attached virus. The e-mail and attachment shall be immediately deleted.

Records Retention: E-mail messages may constitute a public record subject to the recordkeeping requirements of the Records Retention Act and available to the public under the Freedom of Information Act. Employees are responsible for printing a hard copy of any e-mail that would appear to be a document needed for retention. (Please see the City's policy on document retention.)- Additionally, for the protection of data, all e-mails, documents, and other data are to be saved on the City's network. An employee is not to release any documents or information to the public unless directed by the City Manager pursuant to the provisions of the Freedom of Information Act.

Mailbox Maintenance: Employees are responsible for periodically deleting unneeded e-mails, documents and other files in order to conserve network file storage space.

Certificate of Receipt

I, _____ (please print) certify that I have received a copy of the City of Owosso's Technology Use, Internet, and E-mail Policy dated June, 2008.

I further acknowledge that I have read the City of Owosso's Technology Use, Internet, and E-mail Policy dated June, 2008 and understand the policy and agree that if there is any policy or provision in the policy I do not understand, I will seek clarification from the IT Department. I understand the Policy is effective and agree to fully comply with all allowances, provisions and requirements of this policy and understand this policy applies to me in all aspects of my employment/service with the City of Owosso.

Printed Name

Signature

Date

VOICE MAIL POLICY

Every City employee is responsible for using the Voice Mail system properly and in accordance with this policy. Any questions about this policy should be addressed to the Human Resources Department.

The Voice Mail system is the property of the City. It has been provided by the City for use in conducting City business. All communications and information transmitted by, received from, or stored in this system are City records and property of the City. The Voice Mail system is to be used for City purposes only. Use of the Voice Mail system for personal purposes is prohibited.

Employees have no right of personal privacy in any matter stored in, created, received, or sent over the City's Voice Mail system.

The City, in its discretion as owner of the Voice Mail system, reserves and may exercise the right to monitor, access, retrieve, and delete any matter stored in, created, received, or sent over the Voice Mail system, for any reason without the permission of any employee and without notice.

Even if employees use a password to access the Voice Mail system, there is no confidentiality of any message stored in, created, received, or sent from the City's Voice Mail system. Use of passwords or other security measures does not in any way diminish the City's rights to access materials on its system, or create any privacy rights of employees in the messages and files on the system.

Even though the City of Owosso reserve's the right to retrieve and read any Voice Mail messages, those messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or listen to any Voice Mail messages that are not sent to them. Any exception to this policy must receive the prior approval of the City Manager.

The City's policies against sexual or other harassment apply fully to the Voice Mail system, and any violation of those policies is grounds for discipline up to and including discharge. Therefore, no Voice Mail messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other classification protected by law.

The Voice Mail system may not be used to solicit for religious or political causes, commercial enterprises, outside organizations, or other non-job related solicitations.

Users should routinely delete outdated or otherwise unnecessary Voice Mails. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

Because of the storage space required for Voice Mail messages, employees should not send a Voice Mail message to a large number of recipients without prior approval from their supervisor.

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. Voice Mails are sometimes misdirected or forwarded and may be heard by persons other than the intended recipient. Users should create Voice Mail communications with no less care, judgment and responsibility than they would use for letters or internal memoranda written on the City's letterhead.

Employees should also use professional and courteous greetings on their Voice Mail boxes so as to properly represent the City of Owosso to outside callers.

Because Voice Mail records and messages may be subject to discovery in litigation, the City's employees are expected to avoid making statements in Voice Mail that would not reflect favorably on the employee or the City if disclosed in litigation or otherwise.

Any employee who discovers misuse of the Voice Mail system should immediately contact the Human Resources Department.

Violations of the City's Voice Mail policy may result in disciplinary action up to and including discharge.

The City reserves the right to modify this policy at any time, with or without notice.

RESIDENCY

The City of Owosso finds that residency within Shiawassee County will assist in the availability of personnel; will assist in familiarizing the employees and staff with Shiawassee County and its conditions; will promote good relations with the public served by the City of Owosso; and will facilitate the employees' interest in the community they serve. Therefore, the City of Owosso adopts a policy of encouragement and promotion of residency within Shiawassee County amongst its employees and staff.

Definition

"Residence" shall be construed to be the actual domicile of the individual where the employee normally eats and sleeps and maintains normal personal and household effects.

Recruitment

All persons hired into the City of Owosso positions covered by this policy after March 1, 2000, shall be required to reside within twenty (20) miles of the City of Owosso city limits and shall remain so throughout the term of employment with the City of Owosso. If a residence is not established and maintained within the prescribed area upon the date of hire, such person shall obtain residence in said area within six (6) months of the date of hire and shall thereafter reside within twenty (20) miles of the City of Owosso city limits throughout the employment with the City.

Current Employees

All employees of the City of Owosso to which this policy is applicable shall maintain residences within twenty (20) miles of the City of Owosso city limits and shall do so for the duration of their employment with the City of Owosso. However, any current employees that were hired prior to March 1, 2000, who do not reside within twenty (20) miles of the City of Owosso city limits, shall be exempt from this policy. However, the City of Owosso requires all such current staff to establish residency within twenty (20) miles from the City of Owosso city limits if they elect to relocate their current residence.

Violations

The failure to establish and maintain residency within twenty (20) miles of the City of Owosso city limits by any employee subject to this residency policy shall be considered a violation of this policy and shall be considered by the employer as a voluntary resignation from employment with the City of Owosso.

Waiver

The City Manager may, at his/her discretion, waive or extend time limits for compliance with the residency requirements for employment set forth in this policy if an employee requests a waiver or extension and can establish extenuating circumstances that justify the requested waiver or extension. Such extenuating circumstances include, but are not limited to, the following: (a) residency of 20 or more years in the employee's present domicile; (b) subjection to a lease of greater than 1 year on the employee's present domicile; (c) family related considerations, such as day care and schooling issues; and (d) spousal work place considerations. When a waiver or

~~extension of the residency requirement is granted under this policy, the City Manager, within the City Manager's sole discretion, may revoke the waiver or extension upon thirty (30) days' notice.~~

~~Exclusions~~

~~In addition to those employees exempt in Section 4, the residency requirement of this policy shall not apply to an employee if the employee is married and both of the following conditions are met: (a) the employee's spouse is employed by another public employer, which, for purposes of this policy, is defined as a county, township, village, city, authority, school district, or other political subdivision of this state and includes any entity jointly created by two or more public employers; (b) the employee's spouse is subject to a condition of employment or promotion that, if not for this section, would require him/her to reside a distance of less than 20 miles from the nearest boundary of the public employer.~~

USE OF CITY VEHICLES BY CITY EMPLOYEES

PURPOSE

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

PROCEDURES

Employee’s with a designated City vehicle:

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

Employee’s utilizing a non-designated City vehicle for City business:

- The only reimbursement or compensation employees will receive for transportation purposes is for specific mileage reimbursement, unless designated in an employee contract. When a City vehicle is not available, a City employee who uses the employee’s own vehicle for strictly a City purpose shall receive mileage reimbursement based on the current IRS reimbursement standard rate. If an employee uses the employee’s own vehicle when a City vehicle is available, then the employee shall be reimbursed at a rate of ¼ of IRS reimbursement standard rate. The employee must submit the reimbursement application within seven (7) days. Day, time, start location, end location, and calculation of total miles must be submitted with the application. The City Manager shall pre-approve this

reimbursement method when feasible. An employee with a need to conduct City business, who does not have a designated City car, may sign out a City-owned car ~~at the City Manager's office~~**through the Outlook Public Folders. When using a city vehicle, upon return, ensure that there is at least a ½ tank of gas left in the car.** The vehicle policy will be coordinated by the City Manager's office.

DRUG & ALCOHOL ABUSE

The City of Owosso has an Anti-Drug and Alcohol Policy and Procedures, adopted by City Council on July 1, 1996 and additions/revisions made and adopted by City Council on March 18, 2002. Manufacture, distribution, dispensation, possession, or use of any illegal drug, alcohol, or controlled substance while on City premises is strictly prohibited. These activities constitute serious violations of City rules, jeopardize the City and can create situations that are unsafe or that substantially interfere with job performance. Employees in violation of the policy are subject to appropriate disciplinary action, up to and including dismissal. Additionally, the City reserves the right to require an employee to undergo a medical evaluation under appropriate circumstances.

Drug Testing

The City is determined to eliminate the use of illegal drugs, alcohol, and controlled substances at our work sites. The purpose of this program is to improve job safety on all projects. This program is designed solely for the benefit of our employees to provide reasonable safety on the job and protection from offending individuals. In addition, this program attempts to meet our responsibility to the public, whom we serve.

Testing: Drug and alcohol tests will be administered under the following conditions:

- when an employee shows signs of impairment on the job;
- after any accident or occurrence that results in an injury on the job as defined by the Occupational Safety and Health Administration;
- after any vehicular accident when it appears that the employee might reasonably have avoided the accident or minimized the consequences, but did not do so; and
- at hiring time, when all new hires will be required to pass a pre-employment drug-screening test as a condition of employment.

Employees who refuse to submit to drug and alcohol testing will be terminated.

Progressive Discipline

- A first-time offender who tests or screens positive shall be suspended for at least one calendar month (four work weeks) without pay. During that time, the employee is expected to examine the continued working relationship with the City and seek appropriate rehabilitative assistance.
- At the end of the suspension and before returning to work, the employee must be retested with negative results. Failure to test negative at this point will result in termination.
- An employee who tests positive for the first time and completes the period of suspension, rehabilitation (if required), and subsequent negative testing shall be offered an opportunity to return to work. This employee will be subject to unscheduled random drug testing during a two-year probationary period.
- Second-time offenders and/or those subject to unscheduled random retesting who test positive will be discharged and terminated.

WEAPON-FREE WORKPLACE POLICY

To ensure that the City of Owosso maintains a workplace safe and free of violence for all employees, the City prohibits the unauthorized possession or use of perilous weapons on City property. A license to carry the weapon on City property does not supersede City policy. Any employee in violation of this policy will be subject to prompt disciplinary action, up to and including termination. All City employees are subject to this provision, including contract and temporary employees, visitors and customers on City property.

"City property" is defined as all City-owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways and parking lots under the City's ownership or control. This policy applies to all City-owned or leased vehicles and all vehicles that come onto City property.

"Dangerous weapons" include, but are not limited to, firearms, explosives, knives and other weapons that might be considered dangerous or that could cause harm. Employees are responsible for making sure that any item possessed by the employee is not prohibited by this policy.

The City of Owosso reserves the right at any time and at its discretion to search all City-owned or leased vehicles and all vehicles, packages, containers, briefcases, purses, lockers, desks, enclosures and persons entering its property, for the purpose of determining whether any weapon has been brought onto its property or premises in violation of this policy. Employees who fail or refuse to promptly permit a search under this policy will be subject to discipline up to and including a termination.

This policy is administered and enforced by the Human Resources Department. Anyone with questions or concerns specific to this policy should contact the Human Resources Department.

EMERGENCY CLOSING POLICY

At times, emergencies (such as severe weather, fires, power failures, etc.) can disrupt City operations. In extreme cases, these circumstances may require the closing of a work facility. In the event that such an emergency occurs, local radio and/or television stations will be asked to broadcast notification of the closing.

City Closings

Employees may obtain broadcast information regarding the City's status on WJSZ 92.5 FM. Employees' immediate supervisor will attempt to notify them two hours prior to their scheduled start time.

The employee may use available vacation or personal leave according to the respective policy during adverse weather when the City has not declared an emergency closing.

Failure to Report to Work

When the facilities are officially closed due to emergency conditions, the time off from scheduled work will be paid and will not require the use of vacation or personal leave for the time off.

In cases where an emergency closing is not declared, employees must use vacation or personal leave for any absence according to the respective policy.

PUBLIC RELATIONS/MEDIA INQUIRIES

The City of Owosso will generally provide a response to media inquiries within 24 hours of receipt. Individuals designated to speak on the City's behalf are the City Manager, Mayor, City Clerk and Public Safety Director. No one other than these individuals (with the exceptions noted below) should represent the City's position to the media.

Exceptions

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

Procedure

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

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

SMOKE-FREE WORKPLACE POLICY

The City of Owosso is committed to providing a safe and healthy workplace and to promoting the health and wellbeing of its employees. As motivated by our desire to provide a healthy work environment for our employees, the following smoking policy has been adopted and shall apply to all employees of the City of Owosso.

It is the policy of the City of Owosso to prohibit smoking on all City premises in order to provide and maintain a safe and healthy work environment for all employees. The law defines smoking as the "act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind." **Tobacco use shall include, but not be limited to, cigarettes, pipes, cigars, smokeless tobacco, vaping products and any tobacco designed for human consumption.**

The Smoke-Free Workplace policy applies to:

- All areas or buildings occupied by City employees.
- All City-sponsored off-site conferences and meetings.
- All vehicles owned or leased by the City.
- All visitors (customers and vendors) to City premises.
- All contractors and consultants and/or their employees working on City premises.
- All temporary employees.

Smoking is permitted in the parking lot of each building.

Employees who violate this smoking policy will be subject to disciplinary action up to and including immediate discharge.

Resolving complaints about smoking:

- Any complaints about the application of the policy to the workplace should be brought to the attention of the Human Resources Director for resolution.
- The complaint should be submitted in writing and identify specific objections. The City will investigate the complaint and resolve it in accordance with the policy.
- No employee shall suffer any form of retaliation for raising a complaint or asking a question about this policy.

Building Security Policy

PURPOSE

The purpose of this procedure is to outline the City of Owosso's approach to establishing security and safety for City Buildings and staff interaction with the public at City Buildings.

DEFINITION

City Buildings include: City Hall, Public Safety Building, Water Treatment Plant, Wastewater Treatment Plant, and Department of Public Services.

SECURITY

All non-front doors shall be locked and closed at all times. All visitors must enter through the main public entrance at the front of their **R**building, except City Hall. City Hall may have three entrances open to the public during business hours and public meetings. From 6pm to 7am, visitors are not allowed in any public building, unless there is a public meeting; an immediate public issue; or an immediate City business request that is being discussed. From 5pm to 9pm, family members are authorized to visit with employees who are working. Family members shall be escorted at all times while in the City Buildings. Remember that this is a business and you must respect your fellow employee by not interfering with their functions while on-duty. This will not apply to other city employees that have business in other City Buildings.

PROCEDURE

The City Manager, Human Resources Director, or Department Director may allow visitors outside of these policies. Each individual visit must have the approval of the City Manager, Human Resources Director, or Department Director.



301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 • (989) 725-0599 • FAX (989) 723-8854

MEMORANDUM

DATE: May 11, 2020

TO: Mayor Eveleth and the Owosso City Council

FROM: Jessica B. Unangst, Director of HR & Administrative Services

RE: Pension Transfer to MERS

Similar to the Police Officer Labor Council (POLC) - Patrol group, we are moving the rest of the employee groups over to the Municipal Employees' Retirement System of Michigan (MERS). City Council approved the International Association of Fire Fighters (IAFF), Local 504 union contract and the American Federation of State, County, and Municipal Employees (AFSCME), Local 1059 both on Monday, November 4, 2019. In those updated contracts, the retirement section was modified specifying that the current and retired members were to be moved out of the city's pension plan and into the Municipal Employees Retirement System (MERS). This serves as formal notification to the City Council of the intent to move the assets of the rest of the pension plan out of the City of Owosso pension plan and into MERS, including the General City non-union group. This also directs the City Council to provide formal notice to the City of Owosso Retirement Board to release the pension funds to MERS.

AFSCME

RESOLUTION NO.

**ADOPTING THE MUNICIPAL EMPLOYEES RETIREMENT SYSTEM PLAN
FOR THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES,
LOCAL NO. 1059 OF MICHIGAN COUNCIL #25**

WHEREAS, the City of Owosso, a Michigan municipal corporation, currently administers its own independent retirement system known as the City of Owosso Employees' Retirement System (COERS); and

WHEREAS, the City of Owosso is also a member of the Municipal Employees Retirement System (MERS); and

WHEREAS, recently enacted changes in the labor contract for the American Federation of State, County, and Municipal Employees (AFSCME), Local No. 1059 modified certain pension benefits; and

WHEREAS, it is necessary to provide formal notice to the COERS Board of Trustees of the intention to transfer the current AFSCME members and retirees to the MERS plan; and

WHEREAS, the City Council must adopt a resolution authorizing the transfer of funds associated with the AFSCME members and retirees from COERS to MERS.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that:

- FIRST: The City of Owosso has determined it is advisable, necessary and in the public interest to move the AFSCME unit and its retirees to the MERS system.
- SECOND: The Mayor and City Clerk are instructed and authorized to sign any documents as required between the City of Owosso and MERS to make this transfer happen.
- THIRD: That this resolution serves as formal notification to all involved parties to execute said transfer.

Defined Benefit Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The Employer, a participating municipality or participating court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Employer Name City of Owosso **Municipality #:** 7607

If new to MERS, please provide your municipality's fiscal year: _____ through _____.
Month Month

II. Effective Date

Check one:

- A. ☒ If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of June, 2020.

☒ This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible employee shall be credited as follows (choose one):

- ☒ All prior service from date of hire
- ☐ Prior service proportional to assets transferred; all service used for vesting
- ☐ Prior service and vesting service proportional to assets transferred
- ☐ No prior service but grant vesting credit
- ☐ No prior service or vesting credit

☐ Link this new division to division number _____ for purposes of determining contributions (Unless otherwise specified, the standard transfer/rehire rules apply)

- B. ☐ If this is an **amendment** of an existing Adoption Agreement (Defined Benefit division number _____), the effective date shall be the first day of _____, 20____. *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.
- C. ☐ If this is a **temporary benefit** that lasts 2-6 months, the effective dates of this temporary benefit are from ___/01/___ through ___/___/___ for Defined Benefit division number _____.
Last day of month
Please note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.
- D. ☐ If this is to **separate employees from an existing Defined Benefit division** (existing division number(s) _____) into a new division, the effective date shall be the first day of _____, 20____.
- E. ☐ If this is to merge division(s) _____ into division(s) _____, the effective date shall be the first of _____, 20____.

Defined Benefit Plan Adoption Agreement

AFSCME

III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Defined Benefit Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

AFSCME hired prior to July 1, 2005

(Name of Defined Benefit division – e.g. All Full Time Employees, or General after 7/01/13)

☐ Only retirees will be in this division.

These employees are (check one or both):

☒ In a collective bargaining unit (attach cover page, retirement section, signature page)

☐ Subject to the same personnel policy

To receive one month of service credit (check one):

☒ An employee shall work 10 8 hour days.

☐ An employee shall work _____ hours in a month.

All employees as classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

☐ **Probationary Periods** are allowed in one-month increments, no longer than 12 months. During this introductory period, the Employer will not report or provide service time for this period, including retroactively. Service will begin after the probationary period has been satisfied.

The probationary period will be _____ month(s).

☒ **Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.

The temporary exclusion period will be 12 month(s).

IV. Provisions

Valuation Date: June 5, 20 19

1. Review the valuation results

It is recommended that your MERS representative presents and explains the valuation results to your municipality before adopting. Please choose one:

☒ Our MERS representative presented and explained the valuation results to the

Director of HR and Admin Serv on 10/1/2018.
(Board, Finance Cmte, etc.) (mm/dd/yyyy)

☐ As an authorized representative of this municipality, I _____ (Name)

_____ waive the right for a presentation of the results.
(Title)

Defined Benefit Plan Adoption Agreement

AFSCME

This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary that sets contribution rates.

Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

2. Benefit Multiplier (1%-2.5%, increments of 0.05%) 2.5 % (max 80% for multipliers over 2.25%)

☐ Check here if multiplier will be effective for existing active members' future service only (Bridged Benefit as of effective date on page 1)

If checked, select one below:

- ☐ Termination Final Average Compensation (calculated over the members entire wage history)
- ☐ Frozen Final Average Compensation (FAC is calculated twice, once for the timeframe that matches the original multiplier, and once for the new multiplier)

3. Final Average Compensation (Min 3 yr, increments of 1 yr) 3 years

4. Vesting (5 -10 yrs, increments of 1 yr) 10 years

5. Normal Retirement Age will be the later of: 60 (any age from 60-70), or the vesting provision selected above (#4).

6. Required employee contribution (Max 10%, increments of 0.01%) 6 %

7. Compensation for the Defined Benefit Plan means the salary or wages paid to an employee for personal services rendered while a member of MERS. Compensation and any applicable employee contributions must be reported to MERS on a monthly basis.

Employers shall define compensation using the following options (choose one):

- ☒ Compensation including all items as allowed in the MERS Plan Document (Section 14).

If anything varies, specify here:

Included: Temporary transfers, training time, standby pay, sick pay, clothing, health care opt out, misc earning and license bonuses

Excluded: _____

- ☐ Base wages only.

If any items should be included, specify here:

Included: _____

- ☐ Medicare taxable wages as reported on W2.

- ☐ Wages plus amounts otherwise not reported as gross compensation, such as elected amounts for Section 125(a) or 457(b) deferrals.

Defined Benefit Plan Adoption Agreement

AFSCME

8. Unreduced Early Retirement/Service Requirements:

<input type="checkbox"/> Age 50 – 54 _____ Service of either <input checked="" type="checkbox"/> 25 or <input type="checkbox"/> 30 years
<input checked="" type="checkbox"/> Age 55 – 65 ⁵⁵ _____ Service between 15 and 30 years ²⁵ _____
<input type="checkbox"/> Service only (must be any number from 20 – 30 years accrued service): _____
<input type="checkbox"/> Age + Service Points (total must be from 70 – 90): _____ points

9. Other

- ☐ Surviving Spouse will receive _____% of Straight Life benefit without a reduction to the employee's benefit
- ☐ Duty death or disability enhancement (add up to additional 10 years of service credit not to exceed 30 years of service)
- ☐ Deferred Retirement Option Program (DROP)
- ☐ Annuity Withdrawal Program (AWP)

Calculation of the actuarial equivalent of the lump sum distribution made under AWP will be done using:

 - ☐ Interest rate for employee contributions as determined by the Retirement Board, or
 - ☐ MERS' assumed rate of return as of the date of the distribution.

10. Cost-of-Living Adjustment See ASA

<input type="checkbox"/> All current retirees as of effective date <input type="checkbox"/> Retirees who retire between _____/01/____ and _____/01/____	<input type="checkbox"/> Future retirees who retire after effective date
Increase of _____% or \$_____ per month	Increase of _____% or \$_____ per month
Select one: <input type="checkbox"/> Annual automatic increase <input type="checkbox"/> One-time increase	<input type="checkbox"/> Annual automatic increase
Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding	Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding
Employees must be retired _____ months (6-12 months, increments of 1 month)	Employees must be retired _____ months (6-12 months, increments of 1 month)

- ☐ Check here if the existing COLA will be bridged for active participants as of the effective date selected on this form. Benefits accrued for service after the effective date will have no COLA increase applied.

Defined Benefit Plan Adoption Agreement

11. Service Credit Purchase Estimates are:

- ☒ Not permitted
☐ Permitted

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Benefit Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Benefit Plan Adoption Agreement, the provisions of the Plan Document control.

VI. Modification Of The Terms Of The Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency.
4. The Employer acknowledges that wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference.
5. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. The Employer acknowledges that changes to the Employer's MERS Defined Benefit Plan must be made in accordance with the MERS Plan Document and applicable law, and agrees that MERS will not administer any such changes unless the MERS Plan Document and applicable law permit same, and MERS is capable of administering same.

AFSCME

Defined Benefit Plan Adoption Agreement

VIII. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by City of Owosso on
the ____ day of _____, 20____. (Name of Approving Employer)

Authorized signature: _____

Title: _____

Witness signature: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)



Administrative Services Agreement

This Agreement, made as of the 1st day of June, 2020, between the Municipal Employees' Retirement System of Michigan (MERS) and the City of Owosso (Municipality), together with the Adoption Agreement, provides the mutually agreed upon terms for MERS' administration of the AFSCME hired prior to July 1, 2005 division. Nothing in this Agreement supersedes or waives any rights or obligations of the parties under law and the MERS Plan Document.

APPROVAL OF RESOLUTIONS

Adoption of new benefits or benefit changes must be approved by the governing body of the Municipality or an emergency manager, pursuant to MCL 141.1549(2). MERS will not accept signed resolutions completed by boards of the municipal divisions within it (i.e., library boards, medical care facility boards, community mental health boards, etc.)

GENERAL ADMINISTRATION *MERS Plan Document Section 4(3)*

All members within the same division will be treated equally receiving the same contributions and benefit program.

SERVICE CREDIT *MERS Plan Document Section 2C(4)*

Prior Service is calculated from the date an employee was hired through the date they joined MERS, less any months there was a loss of service such as FMLA leave, layoffs, unpaid leave, etc. All prior service and administration of benefits relating to that prior service will be subject to the MERS Plan Document and MERS' policies and procedures unless modified through the Adoption Agreement or this Agreement. It is the Municipality's responsibility to calculate and certify each employee's prior service credit, not MERS.

For example, an employee hired on 1/11/1980 who joined MERS on 1/1/2009 would have 29 years of prior service assuming there are no service exceptions.

Future Service *MERS Plan Document Section 3(1)*

Future service accrues from the date of membership unless there is a probationary period. All future service and administration of benefits relating to that future service will be subject to the MERS Plan Document and MERS' policies and procedures unless modified through the Adoption Agreement or this Agreement.

Any employee receiving Short Term Disability benefits still receive service credit when the Municipality provides third party wages and the employee pays his/her employee contributions. If STD wages are reported, it must be done consistently for the entire Municipality.

RETIREEES

All retirees transferring to MERS will receive the same pension benefit they currently receive paid monthly. MERS will not deduct payments toward any retiree health insurance from the pension benefit unless otherwise agreed in writing.

COST OF LIVING ADJUSTMENT (COLA) *MERS Plan Document Section 20-22, 43C*

Retirees will receive a 1.4% non-compounding COLA for the first 10 years in retirement effective the January 1st after the retiree has been on pension payroll at least 12 months. For those retirees who join MERS as a retiree in pay status, it is the Municipality's responsibility to notify MERS in writing of the date to which the retiree reaches the 10 year anniversary and COLA increases should no longer be applied.



MERS will have no obligation to cease payment of the COLA increases absent this notification. MERS will not notify retirees of their last COLA increase.

MEMBER RECORDS

The Municipality acknowledges that it is obligated to maintain, in reasonably accessible format, data evidencing any accrued benefit, including but not limited to documentation of service credit, wages, vesting percentage, hour worked and payroll for the Municipality's vested, terminated, and non-vested terminated employees. Should MERS receive an inquiry, retirement application, refund application, or distribution request from a terminated employee or beneficiary, the Municipality will be required to provide MERS and/or terminated employee with the dates and amounts of service credit wage history, and any other pertinent information necessary for MERS to accurately provide regarding the retirement plan within a reasonable time of the request.

By signing below, the parties agree the Defined Benefit Plan will be administered in accordance with the explanations provided herein. Items not discussed in the Adoption Agreement or this Administrative Services Agreement shall be administered in accordance with the MERS Plan Document and/or applicable law.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Signature: _____

Printed Name: _____

Title: _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Fire

RESOLUTION NO.

**ADOPTING THE MUNICIPAL EMPLOYEES RETIREMENT SYSTEM PLAN
FOR THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 504**

WHEREAS, the City of Owosso, a Michigan municipal corporation, currently administers its own independent retirement system known as the City of Owosso Employees' Retirement System (COERS); and

WHEREAS, the City of Owosso is also a member of the Municipal Employees Retirement System (MERS); and

WHEREAS, recently enacted changes in the labor contract for the International Association of Fire Fighters (IAFF), Local 504 modified certain pension benefits; and

WHEREAS, it is necessary to provide formal notice to the COERS Board of Trustees of the intention to transfer the current IAFF members and retirees to the MERS plan; and

WHEREAS, the City Council must adopt a resolution authorizing the transfer of funds associated with the IAFF members and retirees from COERS to MERS.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that:

- FIRST: The City of Owosso has determined it is advisable, necessary and in the public interest to move the IAFF unit and its retirees to the MERS plan.
- SECOND: The Mayor and City Clerk are instructed and authorized to sign any documents as required between the City of Owosso and MERS to make this transfer happen.
- THIRD: That this resolution serves as formal notification to all involved parties to execute said transfer.

Defined Benefit Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The Employer, a participating municipality or participating court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Employer Name City of Owosso **Municipality #:** 7607

If new to MERS, please provide your municipality's fiscal year: _____ through _____.
Month Month

II. Effective Date

Check one:

- A. ☒ If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of June, 2020.

☒ This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible employee shall be credited as follows (choose one):

- ☒ All prior service from date of hire
- ☐ Prior service proportional to assets transferred; all service used for vesting
- ☐ Prior service and vesting service proportional to assets transferred
- ☐ No prior service but grant vesting credit
- ☐ No prior service or vesting credit

☐ Link this new division to division number _____ for purposes of determining contributions (Unless otherwise specified, the standard transfer/rehire rules apply)

- B. ☐ If this is an **amendment** of an existing Adoption Agreement (Defined Benefit division number _____), the effective date shall be the first day of _____, 20____. *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.
- C. ☐ If this is a **temporary benefit** that lasts 2-6 months, the effective dates of this temporary benefit are from ___/01/___ through ___/___/___ for Defined Benefit division number _____.
Last day of month
Please note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.
- D. ☐ If this is to **separate employees from an existing Defined Benefit division** (existing division number(s) _____) into a new division, the effective date shall be the first day of _____, 20____.
- E. ☐ If this is to merge division(s) _____ into division(s) _____, the effective date shall be the first of _____, 20____.

Defined Benefit Plan Adoption Agreement

Fire

III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Defined Benefit Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

Fire hired before 5/1/19

(Name of Defined Benefit division – e.g. All Full Time Employees, or General after 7/01/13)

☐ Only retirees will be in this division.

These employees are (check one or both):

☒ In a collective bargaining unit (attach cover page, retirement section, signature page)

☐ Subject to the same personnel policy

To receive one month of service credit (check one):

☒ An employee shall work 10 24 hour days.

☐ An employee shall work _____ hours in a month.

All employees as classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

☐ **Probationary Periods** are allowed in one-month increments, no longer than 12 months. During this introductory period, the Employer will not report or provide service time for this period, including retroactively. Service will begin after the probationary period has been satisfied.

The probationary period will be _____ month(s).

☒ **Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.

The temporary exclusion period will be 12 month(s).

IV. Provisions

Valuation Date: June 5, 20 19

1. Review the valuation results

It is recommended that your MERS representative presents and explains the valuation results to your municipality before adopting. Please choose one:

☒ Our MERS representative presented and explained the valuation results to the

Director of HR and Admin Serv on 10/1/2018.
(Board, Finance Cmte, etc.) (mm/dd/yyyy)

☐ As an authorized representative of this municipality, I _____ (Name)

_____ waive the right for a presentation of the results.
(Title)

Defined Benefit Plan Adoption Agreement

Fire

This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary that sets contribution rates.

Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

2. Benefit Multiplier (1%-2.5%, increments of 0.05%) See ASA % (max 80% for multipliers over 2.25%)

☐ Check here if multiplier will be effective for existing active members' future service only (Bridged Benefit as of effective date on page 1)

If checked, select one below:

- ☐ Termination Final Average Compensation (calculated over the members entire wage history)
- ☐ Frozen Final Average Compensation (FAC is calculated twice, once for the timeframe that matches the original multiplier, and once for the new multiplier)

3. Final Average Compensation (Min 3 yr, increments of 1 yr) 3 years
4. Vesting (5 -10 yrs, increments of 1 yr) 10 years
5. Normal Retirement Age will be the later of: See ASA (any age from 60-70), or the vesting provision selected above (#4).
6. Required employee contribution (Max 10%, increments of 0.01%) 8 %
7. Compensation for the Defined Benefit Plan means the salary or wages paid to an employee for personal services rendered while a member of MERS. Compensation and any applicable employee contributions must be reported to MERS on a monthly basis.

Employers shall define compensation using the following options (choose one):

- ☒ Compensation including all items as allowed in the MERS Plan Document (Section 14).

If anything varies, specify here:

Included: Training time, sick pay, clothing, health care opt out, license bonuses and holiday payouts

Excluded: _____

- ☐ Base wages only.

If any items should be included, specify here:

Included: _____

- ☐ Medicare taxable wages as reported on W2.
- ☐ Wages plus amounts otherwise not reported as gross compensation, such as elected amounts for Section 125(a) or 457(b) deferrals.

Defined Benefit Plan Adoption Agreement

Fire

8. Unreduced Early Retirement/Service Requirements:

<input checked="" type="checkbox"/> Age 50 – 54 <u>50</u> Service of either <input checked="" type="checkbox"/> 25 or <input type="checkbox"/> 30 years
<input type="checkbox"/> Age 55 – 65 _____ Service between 15 and 30 years _____
<input type="checkbox"/> Service only (must be any number from 20 – 30 years accrued service): _____
<input type="checkbox"/> Age + Service Points (total must be from 70 – 90): _____ points

9. Other

- ☐ Surviving Spouse will receive _____% of Straight Life benefit without a reduction to the employee's benefit
- ☐ Duty death or disability enhancement (add up to additional 10 years of service credit not to exceed 30 years of service)
- ☐ Deferred Retirement Option Program (DROP)
- ☐ Annuity Withdrawal Program (AWP)

Calculation of the actuarial equivalent of the lump sum distribution made under AWP will be done using:

 - ☐ Interest rate for employee contributions as determined by the Retirement Board, or
 - ☐ MERS' assumed rate of return as of the date of the distribution.

10. Cost-of-Living Adjustment See ASA

<input type="checkbox"/> All current retirees as of effective date <input type="checkbox"/> Retirees who retire between _____/01/____ and _____/01/____	<input type="checkbox"/> Future retirees who retire after effective date
Increase of _____% or \$_____ per month	Increase of _____% or \$_____ per month
Select one: <input type="checkbox"/> Annual automatic increase <input type="checkbox"/> One-time increase	<input type="checkbox"/> Annual automatic increase
Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding	Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding
Employees must be retired _____ months (6-12 months, increments of 1 month)	Employees must be retired _____ months (6-12 months, increments of 1 month)

- ☐ Check here if the existing COLA will be bridged for active participants as of the effective date selected on this form. Benefits accrued for service after the effective date will have no COLA increase applied.

Defined Benefit Plan Adoption Agreement

Fire

11. Service Credit Purchase Estimates are:

- ☒ Not permitted
☐ Permitted

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Benefit Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Benefit Plan Adoption Agreement, the provisions of the Plan Document control.

VI. Modification Of The Terms Of The Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency.
4. The Employer acknowledges that wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference.
5. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. The Employer acknowledges that changes to the Employer's MERS Defined Benefit Plan must be made in accordance with the MERS Plan Document and applicable law, and agrees that MERS will not administer any such changes unless the MERS Plan Document and applicable law permit same, and MERS is capable of administering same.

Defined Benefit Plan Adoption Agreement

Fire

VIII. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by City of Owosso on
the ____ day of _____, 20____. (Name of Approving Employer)

Authorized signature: _____

Title: _____

Witness signature: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)

Administrative Services Agreement

This Agreement, made as of the 1st day of June, 2020, between the Municipal Employees' Retirement System of Michigan (MERS) and the City of Owosso (Municipality), together with the Adoption Agreement, provides the mutually agreed upon terms for MERS' administration of the Fire hired prior to May 1, 2019 division. Nothing in this Agreement supersedes or waives any rights or obligations of the parties under law and the MERS Plan Document.

APPROVAL OF RESOLUTIONS

Adoption of new benefits or benefit changes must be approved by the governing body of the Municipality or an emergency manager, pursuant to MCL 141.1549(2). MERS will not accept signed resolutions completed by boards of the municipal divisions within it (i.e., library boards, medical care facility boards, community mental health boards, etc.)

GENERAL ADMINISTRATION *MERS Plan Document Section 4(3)*

All members within the same division will be treated equally receiving the same contributions and benefit program.

SERVICE CREDIT *MERS Plan Document Section 2C(4)*

Prior Service is calculated from the date an employee was hired through the date they joined MERS, less any months there was a loss of service such as FMLA leave, layoffs, unpaid leave, etc. All prior service and administration of benefits relating to that prior service will be subject to the MERS Plan Document and MERS' policies and procedures unless modified through the Adoption Agreement or this Agreement. It is the Municipality's responsibility to calculate and certify each employee's prior service credit, not MERS.

For example, an employee hired on 1/11/1980 who joined MERS on 1/1/2009 would have 29 years of prior service assuming there are no service exceptions.

Future Service *MERS Plan Document Section 3(1)*

Future service accrues from the date of membership unless there is a probationary period. All future service and administration of benefits relating to that future service will be subject to the MERS Plan Document and MERS' policies and procedures unless modified through the Adoption Agreement or this Agreement.

Any employee receiving Short Term Disability benefits still receive service credit when the Municipality provides third party wages and the employee pays his/her employee contributions. If STD wages are reported, it must be done consistently for the entire Municipality.

NORMAL RETIREMENT AGE

The Normal Retirement Age will be the later of age 55 once the vesting of 10 years has been met.

RETIREES

All retirees transferring to MERS will receive the same pension benefit they currently receive paid monthly. MERS will not deduct payments toward any retiree health insurance from the pension benefit unless otherwise agreed in writing.

**MULTIPLIER** *MERS Plan Document Sections 14A (1-2)*

The MERS Defined Benefit formula will calculate an eligible member's retirement benefit based on a 2.8% multiplier for the first twenty-five (25) years of continuous services plus 1% for years in excess of 25. The benefit will not exceed 80% of the member's Final Average Compensation (FAC).

COST OF LIVING ADJUSTMENT (COLA) *MERS Plan Document Section 20-22, 43C*

Retirees will receive a 1.4% non-compounding COLA for the first 10 years in retirement effective the January 1st after the retiree has been on pension payroll at least 12 months. For those retirees who join MERS as a retiree in pay status, it is the Municipality's responsibility to notify MERS in writing of the date to which the retiree reaches the 10 year anniversary and COLA increases should no longer be applied. MERS will have no obligation to cease payment of the COLA increases absent this notification. MERS will not notify retirees of their last COLA increase.

MEMBER RECORDS

The Municipality acknowledges that it is obligated to maintain, in reasonably accessible format, data evidencing any accrued benefit, including but not limited to documentation of service credit, wages, vesting percentage, hour worked and payroll for the Municipality's vested, terminated, and non-vested terminated employees. Should MERS receive an inquiry, retirement application, refund application, or distribution request from a terminated employee or beneficiary, the Municipality will be required to provide MERS and/or terminated employee with the dates and amounts of service credit wage history, and any other pertinent information necessary for MERS to accurately provide regarding the retirement plan within a reasonable time of the request.

By signing below, the parties agree the Defined Benefit Plan will be administered in accordance with the explanations provided herein. Items not discussed in the Adoption Agreement or this Administrative Services Agreement shall be administered in accordance with the MERS Plan Document and/or applicable law.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Signature: _____

Printed Name: _____

Title: _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

General Non-Union

RESOLUTION NO.

**ADOPTING THE MUNICIPAL EMPLOYEES RETIREMENT SYSTEM PLAN
FOR OWOSSO GENERAL CITY NON-UNION EMPLOYEES**

WHEREAS, the City of Owosso, a Michigan municipal corporation, currently administers its own independent retirement system known as the City of Owosso Employees' Retirement System (COERS); and

WHEREAS, the City of Owosso is also a member of the Municipal Employees Retirement System (MERS); and

WHEREAS, it has been determined to be beneficial to the financial health of the City to move the General City non-union employees and retirees to the MERS system (similarly to the union employees); and

WHEREAS, it is necessary to provide formal notice to the COERS Board of Trustees of the intention to transfer the current General City non-union members and retirees to the MERS plan; and

WHEREAS, the City Council must adopt a resolution authorizing this transfer of funds associated with the General City Non-Union members and retirees from COERS to MERS.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that:

- FIRST: The City of Owosso has determined it is advisable, necessary and in the public interest to move the General City non-union employees and corresponding retirees to the MERS system.
- SECOND: The Mayor and City Clerk are instructed and authorized to sign any documents as required between the City of Owosso and MERS to make this transfer happen.
- THIRD: That this resolution serves as formal notification to all involved parties to execute said transfer.

Defined Benefit Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The Employer, a participating municipality or participating court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Employer Name City of Owosso **Municipality #:** 7607

If new to MERS, please provide your municipality's fiscal year: _____ through _____.
Month Month

II. Effective Date

Check one:

- A. ☒ If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of June, 2020.

☒ This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible employee shall be credited as follows (choose one):

- ☒ All prior service from date of hire
- ☐ Prior service proportional to assets transferred; all service used for vesting
- ☐ Prior service and vesting service proportional to assets transferred
- ☐ No prior service but grant vesting credit
- ☐ No prior service or vesting credit

☐ Link this new division to division number _____ for purposes of determining contributions (Unless otherwise specified, the standard transfer/rehire rules apply)

- B. ☐ If this is an **amendment** of an existing Adoption Agreement (Defined Benefit division number _____), the effective date shall be the first day of _____, 20____. *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.
- C. ☐ If this is a **temporary benefit** that lasts 2-6 months, the effective dates of this temporary benefit are from ___/01/___ through ___/___/___ for Defined Benefit division number _____.
Last day of month
Please note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.
- D. ☐ If this is to **separate employees** from an existing Defined Benefit division (existing division number(s) _____) into a new division, the effective date shall be the first day of _____, 20____.
- E. ☐ If this is to merge division(s) _____ into division(s) _____, the effective date shall be the first of _____, 20____.

Defined Benefit Plan Adoption Agreement

General Non-Union

III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Defined Benefit Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

General ee's hired prior to 1/1/06

(Name of Defined Benefit division – e.g. All Full Time Employees, or General after 7/01/13)

☐ Only retirees will be in this division.

These employees are (check one or both):

☐ In a collective bargaining unit (attach cover page, retirement section, signature page)

☒ Subject to the same personnel policy

To receive one month of service credit (check one):

☒ An employee shall work 10 ⁷ hour days.

☐ An employee shall work _____ hours in a month.

All employees as classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

☐ **Probationary Periods** are allowed in one-month increments, no longer than 12 months. During this introductory period, the Employer will not report or provide service time for this period, including retroactively. Service will begin after the probationary period has been satisfied.

The probationary period will be _____ month(s).

☒ **Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.

The temporary exclusion period will be ¹² month(s).

IV. Provisions

Valuation Date: June 5, 20 19

1. Review the valuation results

It is recommended that your MERS representative presents and explains the valuation results to your municipality before adopting. Please choose one:

☒ Our MERS representative presented and explained the valuation results to the

Dir of HR and Admin Serv on 10/1/2018.
(Board, Finance Cmte, etc.) (mm/dd/yyyy)

☐ As an authorized representative of this municipality, I _____ (Name)

_____ waive the right for a presentation of the results.
(Title)

Defined Benefit Plan Adoption Agreement

General Non-Union

This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary that sets contribution rates.

Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

2. Benefit Multiplier (1%-2.5%, increments of 0.05%) 2.5 % (max 80% for multipliers over 2.25%)

☐ Check here if multiplier will be effective for existing active members' future service only (Bridged Benefit as of effective date on page 1)

If checked, select one below:

- ☐ Termination Final Average Compensation (calculated over the members entire wage history)
- ☐ Frozen Final Average Compensation (FAC is calculated twice, once for the timeframe that matches the original multiplier, and once for the new multiplier)

3. Final Average Compensation (Min 3 yr, increments of 1 yr) 3 years

4. Vesting (5 -10 yrs, increments of 1 yr) 10 years

5. Normal Retirement Age will be the later of: 60 (any age from 60-70), or the vesting provision selected above (#4).

6. Required employee contribution (Increments of 0.01%) 6.00 %

7. Compensation for the Defined Benefit Plan means the salary or wages paid to an employee for personal services rendered while a member of MERS. Compensation and any applicable employee contributions must be reported to MERS on a monthly basis.

Employers shall define compensation using the following options (choose one):

- ☒ Compensation including all items as allowed in the MERS Plan Document (Section 14).

If anything varies, specify here:

Included: Health Ins Opt-Out payments and Sick time up to 120 days at 50%

Excluded: _____

- ☐ Base wages only.

If any items should be included, specify here:

Included: _____

- ☐ Medicare taxable wages as reported on W2.

- ☐ Wages plus amounts otherwise not reported as gross compensation, such as elected amounts for Section 125(a) or 457(b) deferrals.

Defined Benefit Plan Adoption Agreement

General Non-Union

8. Unreduced Early Retirement/Service Requirements:

<input type="checkbox"/> Age 50 – 54_____ Service between 25 and 30 years _____
<input type="checkbox"/> Age 55 – 65_____ Service between 15 and 30 years _____
<input type="checkbox"/> Service only (must be any number from 20 – 30 years accrued service): _____
<input type="checkbox"/> Age + Service Points (total must be from 70 – 90): _____ points

9. Other

- ☐ Surviving Spouse will receive _____% of Straight Life benefit without a reduction to the employee's benefit
- ☐ Duty death or disability enhancement (add up to additional 10 years of service credit not to exceed 30 years of service)
- ☐ Deferred Retirement Option Program (DROP)
- ☐ Annuity Withdrawal Program (AWP)

Calculation of the actuarial equivalent of the lump sum distribution made under AWP will be done using:

 - ☐ Interest rate for employee contributions as determined by the Retirement Board, or
 - ☐ MERS' assumed rate of return as of the date of the distribution.

10. Cost-of-Living Adjustment

See ASA

<input type="checkbox"/> All current retirees as of effective date <input type="checkbox"/> Retirees who retire between _____/01/____ and _____/01/____	<input type="checkbox"/> Future retirees who retire after effective date
Increase of _____% or \$_____ per month	Increase of _____% or \$_____ per month
Select one: <input type="checkbox"/> Annual automatic increase <input type="checkbox"/> One-time increase	<input type="checkbox"/> Annual automatic increase
Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding	Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding
Employees must be retired _____ months (6-12 months, increments of 1 month)	Employees must be retired _____ months (6-12 months, increments of 1 month)

- ☐ Check here if the existing COLA will be bridged for active participants as of the effective date selected on this form. Benefits accrued for service after the effective date will have no COLA increase applied.

Defined Benefit Plan Adoption Agreement

General Non-Union

11. Service Credit Purchase Estimates are:

- ☒ Not permitted
☐ Permitted

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Benefit Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Benefit Plan Adoption Agreement, the provisions of the Plan Document control.

VI. Modification Of The Terms Of The Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency.
4. The Employer acknowledges that wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference.
5. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. The Employer acknowledges that changes to the Employer's MERS Defined Benefit Plan must be made in accordance with the MERS Plan Document and applicable law, and agrees that MERS will not administer any such changes unless the MERS Plan Document and applicable law permit same, and MERS is capable of administering same.

Defined Benefit Plan Adoption Agreement

General Non-Union

VIII. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by City of Owosso on
the ____ day of _____, 20____. (Name of Approving Employer)

Authorized signature: _____

Title: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)



Administrative Services Agreement

This Agreement, made as of the 1st day of June, 2020, between the Municipal Employees' Retirement System of Michigan (MERS) and the City of Owosso (Municipality), together with the Adoption Agreement, provides the mutually agreed upon terms for MERS' administration of the General ee's hired prior to 1/1/06 division. Nothing in this Agreement supersedes or waives any rights or obligations of the parties under law and the MERS Plan Document.

APPROVAL OF RESOLUTIONS

Adoption of new benefits or benefit changes must be approved by the governing body of the Municipality or an emergency manager, pursuant to MCL 141.1549(2). MERS will not accept signed resolutions completed by boards of the municipal divisions within it (i.e., library boards, medical care facility boards, community mental health boards, etc.)

GENERAL ADMINISTRATION *MERS Plan Document Section 4(3)*

All members within the same division will be treated equally receiving the same contributions and benefit program.

SERVICE CREDIT *MERS Plan Document Section 2C(4)*

Prior Service is calculated from the date an employee was hired through the date they joined MERS, less any months there was a loss of service such as FMLA leave, layoffs, unpaid leave, etc. All prior service and administration of benefits relating to that prior service will be subject to the MERS Plan Document and MERS' policies and procedures unless modified through the Adoption Agreement or this Agreement. It is the Municipality's responsibility to calculate and certify each employee's prior service credit, not MERS.

For example, an employee hired on 1/11/1980 who joined MERS on 1/1/2009 would have 29 years of prior service assuming there are no service exceptions.

Future Service *MERS Plan Document Section 3(1)*

Future service accrues from the date of membership unless there is a probationary period. All future service and administration of benefits relating to that future service will be subject to the MERS Plan Document and MERS' policies and procedures unless modified through the Adoption Agreement or this Agreement.

Any employee receiving Short Term Disability benefits still receive service credit when the Municipality provides third party wages and the employee pays his/her employee contributions. If STD wages are reported, it must be done consistently for the entire Municipality.

Existing employees in this division as of the above date who do not meet the day of work requirement set forth in the Adoption Agreement are grandfathered under the previous day of work requirement of 750 hours per year for plan eligibility and will earn service credit for months worked where they work 62.5 hours in that month and are reported to MERS by the Municipality.

RETIREES

All retirees transferring to MERS will receive the same pension benefit they currently receive paid monthly. MERS will not deduct payments toward any retiree health insurance from the pension benefit unless otherwise agreed in writing.

**COST OF LIVING ADJUSTMENT (COLA) MERS Plan Document Section 20-22, 43C**

Retirees will receive a 1.4% non-compounding COLA for the first 10 years in retirement effective the January 1st after the retiree has been on pension payroll at least 12 months. For those retirees who join MERS as a retiree in pay status, it is the Municipality's responsibility to notify MERS in writing of the date to which the retiree reaches the 10 year anniversary and COLA increases should no longer be applied. MERS will have no obligation to cease payment of the COLA increases absent this notification. MERS will not notify retirees of their last COLA increase.

MEMBER RECORDS

The Municipality acknowledges that it is obligated to maintain, in reasonably accessible format, data evidencing any accrued benefit, including but not limited to documentation of service credit, wages, vesting percentage, hour worked and payroll for the Municipality's vested, terminated, and non-vested terminated employees. Should MERS receive an inquiry, retirement application, refund application, or distribution request from a terminated employee or beneficiary, the Municipality will be required to provide MERS and/or terminated employee with the dates and amounts of service credit wage history, and any other pertinent information necessary for MERS to accurately provide regarding the retirement plan within a reasonable time of the request.

By signing below, the parties agree the Defined Benefit Plan will be administered in accordance with the explanations provided herein. Items not discussed in the Adoption Agreement or this Administrative Services Agreement shall be administered in accordance with the MERS Plan Document and/or applicable law.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Signature: _____

Printed Name: _____

Title: _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____



MEMORANDUM

301 W MAIN • OWOSSO, MICHIGAN 48867-2958 • WWW.CI.OWOSSO.MI.US

DATE: May 11, 2020

TO: Mayor Eveleth and the Owosso City Council

FROM: Glenn M. Chinavare, Director of Public Services & Utilities

SUBJECT: Consent Calendar Item
2019 Annual Consumer Confidence Report (CCR)

BACKGROUND: The USEPA Clean Water Act of 1972 established regulatory and enforcement parameters for water protection. The USEPA Safe Drinking Water Act of 1974 (SDWA) enacted additional regulatory legislation for public health and safety. An amendment to the SDWA in 1996 required the public to receive annual Consumer Confidence Reports (CCR), detailing compliance of regulated characteristics of drinking water from municipal sources.

The city of Owosso 2019 CCR (for period January 2019 thru December 2019) is hereby submitted in accordance with the USEPA Clean Water Act. This final report has been reviewed by and approved for publication by the Michigan Department of Environment Great Lakes & Energy (EGLE).

Attachment/s: (1) CCR Report



2019 City of Owosso Water Quality Report

Water Supply Serial Number: 5120

This report covers the drinking water quality for City of Owosso for the 2019 calendar year. This information is a snapshot of the quality of the water that we provided to you in 2019. Included are details about where your water comes from, what it contains, and how it compares to United States Environmental Protection Agency (U.S. EPA) and state standards.

Your water comes from five active groundwater wells, each over 80 feet deep. In 2018 the State performed an assessment of our source water to determine the susceptibility or the relative potential of contamination. The susceptibility rating is on a seven-tiered scale from "very-low" to "very-high" based on geologic sensitivity, well construction, water chemistry and contamination sources. The susceptibility of our well sources is high to very high.

There are no known or identified significant sources of contamination in the city water supply. In 2018 we had the EGLE Lab test our water for general chemistry, Total Trihalomethanes and Haloacetic Acids. Additional EPA UCMR4 testing for Semi-Volatile Organic Compounds and Total Metals were completed by an EPA Approved Lab. Ground water sources are also tested. Ground water sources are monitored and protected by an approved Michigan Department of Environment, Great Lakes, and Energy (EGLE) Wellhead Protection Program Plan (WHPP), which is designed to (1) ensure safe drinking water to the public, and (2) protect drinking water from potential sources of contamination by following the WHPP program guidelines set forth by the EGLE.

If you would like to know more about the report, please contact the Water Plant Superintendent David Haut at 301 W. Main Street, Owosso, MI 48867 Phone: 725-0560. Email: david.haut@ci.owosso.mi.us or at our web site: <http://www.ci.owosso.mi.us/utilities>

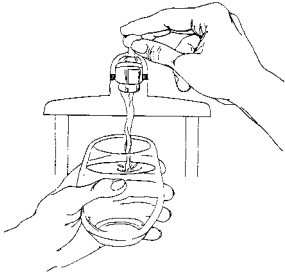
Contaminants and their presence in water: Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the U.S. EPA's Safe Drinking Water Hotline (800-426-4791).

Vulnerability of sub-populations: Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. U.S. EPA/Center for Disease Control guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial contaminants are available from the Safe Drinking Water Hotline (800-426-4791).

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

Contaminants that may be present in source water include:

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



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

Water Quality Data

The table below lists all the drinking water contaminants that we detected during the 2019 calendar year. The presence of these contaminants in the water does not necessarily indicate that the water poses a health risk. Unless otherwise noted, the data presented in this table is from testing done January 1 through December 31, 2019. The State allows us to monitor for certain contaminants less than once per year because the concentrations of these contaminants are not expected to vary significantly from year to year. All the data is representative of the water quality, but some are more than one year old.

Terms and abbreviations used below:

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

Monitoring Data for Regulated Contaminants

Regulated Contaminant	MCL	MCLG	Level Detected	Range	Year Sampled	Violation Yes / No	Typical Source of Contaminant
Barium (ppm)	2	2	0.01	0.01	8/2018	No	Discharge from oil drilling wastes and from metal refineries; erosion of natural deposits
Fluoride (ppm)	4	4	0.77	0.37 to 0.77	2019	No	Erosion of natural deposits. Discharge from fertilizer and aluminum factories.
HAA5 Haloacetic Acids (ppb)	60	N/A	2	0.0 to 2.0	8/2019	No	Byproduct of drinking water disinfection
TTHM - Total Trihalomethanes (ppb)	80	N/A	39	4.7 to 39	8/2019	No	Byproduct of drinking water disinfection
Chlorine* (ppm)	MRDL 4	MRDLG 4	0.41	0.32 to 0.41	2019	No	Water additive used to control microbes
Radioactive Contaminant	MCL	MCLG	Level Detected	Range	Year Sampled	Violation Yes / No	Typical Source of Contaminant
Combined Radium pCi/L (T)	5	0	0.4	N/A	8/2016	No	Erosion of natural deposits
Contaminant Subject to AL	Action Level	MCLG	90% of Samples ≤ This Level		Year Sampled	# of Samples Above AL	Typical Source of Contaminant
Lead (ppb) **	15	0	6		2017	0	Corrosion of household plumbing systems; Erosion of natural deposits

* Chlorine was calculated using the running annual average.

** 90 percent of the samples collected were at or below the level reported for our water.

Additional Monitoring - Unregulated contaminants are those for which the U.S. EPA has not established drinking water standards. Monitoring helps the U.S. EPA determine where certain contaminants occur and whether regulation of those contaminants is needed.

Special Monitoring and Unregulated Contaminant

	Level Detected	Year Sampled	Comments
Sodium (ppm)	35	8/2019	Typical source is erosion of natural deposits
Chloride (ppm)	86	8/2019	Naturally occurring or indicative of road salt contamination.
Sulfate (ppm)	136***	8/2019	Naturally occurring.
	Average Level Detected	Year Sampled	Comments - See EPA website: https://www.epa.gov/dwucmr/fourth-unregulated-contaminant-monitoring-rule
Germanium (ug/L)	<0.300	7/31/2019	Metal
Manganese (ug/L)	<0.400	7/31/2019	Metal
BHA (ug/L)	<0.0300	7/31/2019	Semi-Volatile Organic Compounds
o-Toluidine (ug/L)	<0.0070	7/31/2019	Semi-Volatile Organic Compounds
Quinoline (ug/L)	<0.0200	7/31/2019	Semi-Volatile Organic Compounds
HAA5 (five regulated haloacetic acids) (ug/L)	9.953	7/31/2019	Disinfection Byproducts
HAA6Br (six brominated haloacetic acids) (ug/L)	9.337	7/31/2019	Disinfection Byproducts
HAA9 (nine haloacetic acids) (ug/L)	15.400	7/31/2019	Disinfection Byproducts
alpha-BHC (alpha-Hexachlorocyclohexane) (ug/L)	<0.010	9/16/2019	Pesticide
Chlorpyrifos (ug/L) (ug/L)	<0.029	9/16/2019	Pesticide
Dimethipin (ug/L)	<0.190	9/16/2019	Pesticide
Ethoprop (ug/L)	<0.029	9/16/2019	Pesticide
Oxyfluorfen (ug/L)	<0.048	9/16/2019	Pesticide
Profenofos (ug/L)	<0.286	9/16/2019	Pesticide
Tebuconazole (ug/L)	<0.190	9/16/2019	Pesticide
Permethrin (total) (ug/L)	<0.038	9/16/2019	Pesticide
Tribufos (ug/L)	<0.067	9/16/2019	Pesticide
1-Butanol (ug/L)	<2.000	10/15/2019	Alcohol
2-Methoxyethanol (ug/L)	<0.400	10/15/2019	Alcohol
2-Propen-1-ol (ug/L)	<0.500	10/15/2019	Alcohol

*** Sulfate Quality Control results were outside allowed limits due to matrix interferences.

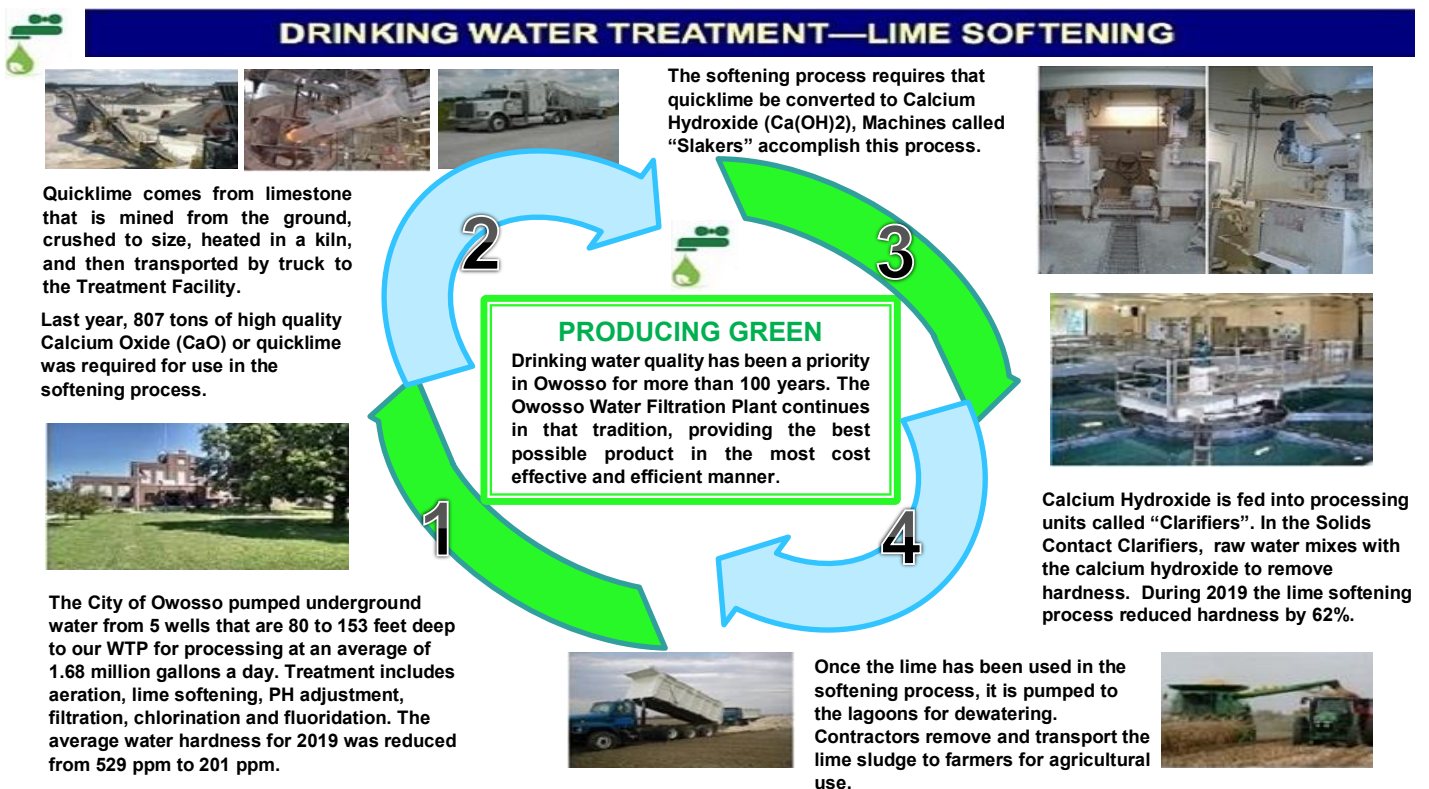
Information about lead: If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The City of Owosso is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you have a lead service line it is recommended that you run your water for at least 5 minutes to flush water from both your home plumbing and the lead service line. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

We have estimated that our water supply has 2,114 lead service lines and 2,118 service lines of unknown material out of a total of 4,232 service lines.

Monitoring and Reporting to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Requirements: The State of Michigan and the U.S. EPA require us to test our water on a regular basis to ensure its safety. **We met all the monitoring and reporting requirements for 2019.**

We will update this report annually and will keep customers informed of any problems that may occur throughout the year, as required. Copies are available at City Hall. This report will not be sent to you.

We invite public participation in decisions that affect drinking water quality. Public comment may be provided at City Hall during regularly scheduled city council meetings, held at 7:30 p.m. on the first and third Mondays of each month. For more information about your water, or the contents of this report, contact the Water Plant Superintendent, David Haut at 989-725-0560, or email: david.haut@ci.owosso.mi.us. Further, the city web site at <http://www.ci.owosso.mi.us/Utilities> is available for inquiries and comment. Finally the Director of Public Services and Utilities is available for information and inquiries at 989-725-0555 or email at glenn.chinavare@ci.owosso.mi.us. For more information about safe drinking water, visit the U.S. EPA at <http://www.epa.gov/safewater/>.



From: Building Department
To: Owosso City Council
Report Month: April 2020

Category	Estimated Cost	Permit Fee	Number of Permits
DECK	\$2,400	\$105	1
DEMOLITION	\$500	\$110	1
DOORS	\$3,587	\$80	1
Electrical	\$0	\$210	2
FENCE	\$0	\$160	2
GARAGE, DETACHED	\$10,000	\$320	1
Mechanical	\$0	\$1,415	10
Plumbing	\$0	\$255	1
PORCH	\$3,000	\$80	1
RES. MULTI-FAMILY NEW BUILD	\$79,000	\$680	1
ROW-UTILITY	\$0	\$40	2
SIDING	\$26,579	\$160	2
Totals	\$125,066	\$3,615	25

2019 COMPARISON TOTALS

April 2019 Totals	\$1,296,675	\$41,628	142
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BUILDING PERMITS ONLY - 43



301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 • (989) 725-0599

MEMORANDUM

DATE: May 12, 2020

TO: Owosso City Council

FROM: Kevin Lenkart
Director of Public Safety

RE: April 2020 Fire & Ambulance Report

Attached are the statistics for the Owosso Fire Department (OFD) for April 2020. The Owosso Fire Department responded to 192 incidents in the month of April.

OFD responded to 10 fire calls and responded to 182 EMS calls.

Previous Month ▾

Apr 1, 2020 - Apr 30, 2020 ▾

5%

FIRE

Percentage of Total Incidents

95%

EMS

Percentage of Total Incidents

192

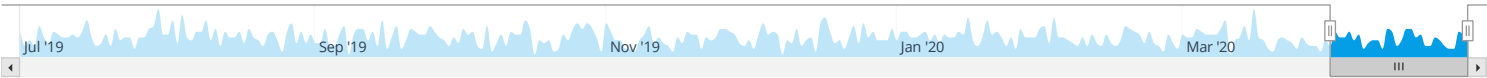
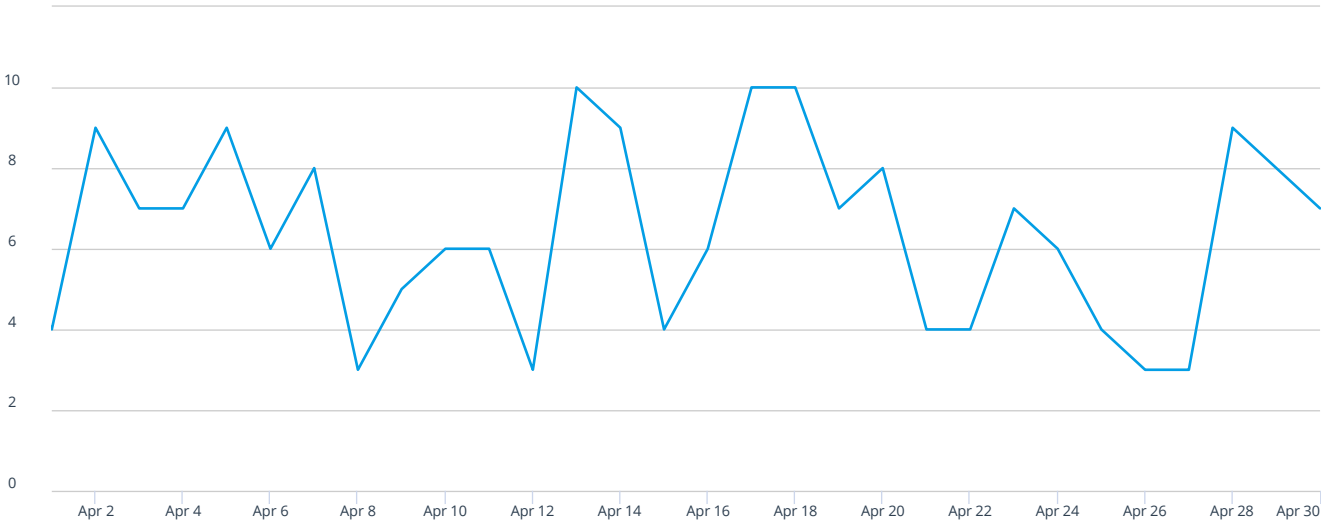
INCIDENTS

In Selected Time Slice

30

DAYS

In Selected Time Slice



Counts % Rows % Columns % All

Week Ending	4/5/20	4/12/20	4/19/20	4/26/20	5/3/20	5/10/20	5/17/20	5/24/20	5/31/20	6/7/20	6/14/20	6/21/20	6/28/20	Total
(14) Natural vegetation fire		1												1
(32) Emergency medical service (EMS) incident	34	34	55	35	24									182
(44) Electrical wiring/equipm. problem	1				2									3
(53) Smoke, odor problem				1										1
(61) Dispatched and canceled en route		1												1
(65) Steam, other gas mistaken for smoke					1									1
(70) False alarm and false call, other		1												1
(73) System or detector malfunction	1													1
(74) Unintentional system/detect... operation (no fire)			1											1
Total	36	37	56	36	27									192

MINUTES
SPECIAL MEETING OF THE
DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET
CITY OF OWOSSO
APRIL 14, 2020 AT 9:12 A.M.
VIA ZOOM VIDEO CONFERENCING

CALL TO ORDER: The meeting was called to order by Chairman Dave Acton at 9:12 A.M.

ROLL CALL: Was taken by Executive Director, Josh Adams

MEMBERS PRESENT: Chairman Dave Acton, Vice-Chairman Bill Gilbert, Commissioner Lance Omer, Commissioner Theresa Trecha and Commissioner Jim Woodworth.

MEMBERS ABSENT: Commissioner Bobbi Fuller, Mayor Chris Eveleth, Commissioner Ken Cushman, and Commissioner Jon Moore.

OTHERS PRESENT: Josh Adams, DDA Director

AGENDA: IT WAS MOVED BY AUTHORITY MEMBER TRECHA AND SUPPORTED BY AUTHORITY MEMBER WOODWORTH TO APPROVE THE AGENDA AS PRESENTED.

AYES: ALL. MOTION CARRIED.

PUBLIC COMMENTS: NONE

ITEMS OF BUSINESS:

1) EMERGENCY RESPONSE RLF APPLICATION AWARDEES:

- **Loan: \$5,000.00** to R&B Music and Sound, LLC; 109 N. Ball Street
- **Loan: \$5,000.00** to The Cutting Edge Salon/Jackie Shenk; 110 N. Washington Street
- **Loan: \$5,000.00** to IHM Enterprises; 116 W. Main Street
- **Loan: \$5,000.00** to Elite Pet Styling.; 216 W. Exchange Street
- **Loan: \$5,000.00** to AAmazon Legal Services, PLLC; 401 S. Shiawassee Street
- **Loan: \$5,000.00** to Town To Town Pastries; 900 W. Main Street
- **Loan: \$5,000.00** to Liquid Rainbow; 905 W. Main Street

The OMS/DDA Revolving Loan Committee has reviewed all the above applications and is recommending approval.

IT WAS MOVED BY AUTHORITY MEMBER WOODWORTH, SUPPORTED BY AUTHORITY MEMBER GILBERT TO APPROVE THE 7 EMERGENCY RESPONSE LOANS AS PRESENTED.

AYES: ALL. MOTION CARRIED.

COMMITTEE UPDATES: None

PUBLIC COMMENTS: None

BOARD COMMENTS: None

ADJOURNMENT: IT WAS MOVED BY AUTHORITY MEMBER GILBERT AND SUPPORTED BY AUTHORITY MEMBER OMER TO ADJOURN AT 9:42 A.M.

AYES: ALL. MOTION CARRIED.

MINUTES
SPECIAL MEETING OF THE
DOWNTOWN DEVELOPMENT AUTHORITY/MAIN STREET
CITY OF OWOSSO
APRIL 28, 2020 AT 9:13 A.M.
VIA ZOOM VIDEO CONFERENCING

CALL TO ORDER: The meeting was called to order by Chairman Dave Acton at 9:13 A.M.

ROLL CALL: Was taken by Executive Director, Josh Adams

MEMBERS PRESENT: Chairman Dave Acton, Mayor Chris Eveleth, Commissioner Lance Omer, Commissioner Theresa Trecha, Commissioner Jim Woodworth, Commissioner Ken Cushman, and Commissioner Jon Moore.

MEMBERS ABSENT: Commissioner Bobbi Fuller, Vice-Chairman Bill Gilbert

OTHERS PRESENT: Josh Adams, DDA Director

AGENDA: IT WAS MOVED BY AUTHORITY MEMBER OMER AND SUPPORTED BY AUTHORITY MEMBER TRECHA TO APPROVE THE AGENDA AS PRESENTED.

AYES: ALL. MOTION CARRIED.

PUBLIC COMMENTS: NONE

ITEMS OF BUSINESS:

1) EMERGENCY RESPONSE RLF APPLICATION AWARDEES:

- **Loan: \$5,000.00** to We Print Everything; 215 N. Ball Street
- **Loan: \$5,000.00** to Adaptive Technology Solutions; 215 N. Water Street, Suite 101
- **Loan: \$5,000.00** to JE Blanchett, Inc.; 216 W. Main Street

The OMS/DDA Revolving Loan Committee has reviewed all the above applications and is recommending approval.

IT WAS MOVED BY AUTHORITY MEMBER EVELETH, SUPPORTED BY AUTHORITY MEMBER CUSHMAN TO APPROVE THE 3 EMERGENCY RESPONSE LOANS AS PRESENTED.

AYES: ALL. MOTION CARRIED.

COMMITTEE UPDATES: None

PUBLIC COMMENTS: None

BOARD COMMENTS: None

ADJOURNMENT: IT WAS MOVED BY AUTHORITY MEMBER GILBERT AND SUPPORTED BY AUTHORITY MEMBER OMER TO ADJOURN AT 9:24 A.M.

AYES: ALL. MOTION CARRIED.