

**City of Swartz Creek  
AGENDA**

**Regular Council Meeting, Monday, September 28, 2015, 7:00 P.M.  
City Hall Building, 8083 Civic Drive Swartz Creek, Michigan 48473**

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
  - 4A. Council Meeting of September 14, 2015 MOTION Pg. 20
5. **APPROVE AGENDA:**
  - 5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
  - 6A. City Manager's Report MOTION Pg. 2
  - 6B. 2015 Sewer System Rehabilitation Report & Outlook; 20 Year Plan Pg. 41
  - 6C. 2016 Sewer Rehabilitation Plan (Business Item) Pg. 45
  - 6D. Downtown Property Concept Proposal (Business Item) Pg. 48
  - 6E. Elms Park Land Conversion Description Pg. 52
  - 6F. Crack Filling Proposals (Business Item) Pg. 56
7. **MEETING OPENED TO THE PUBLIC:**
  - 7A. General Public Comments
8. **PUBLIC HEARINGS:**
  - 8A. Elms Park Land Conversion
9. **COUNCIL BUSINESS:**
  - 9A. Elms Park Land Conversion RESO Pg. 14
  - 9B. DDA Proposal for Paul Fortino and Morrish RESO Pg. 16
  - 9C. 2016 Sewer Rehabilitation Proposal RESO Pg. 17
  - 9D. Crack Sealing Proposals RESO Pg. 17
  - 9E. Family Farm & Home Special Land Use Revocation RESO Pg. 18
10. **MEETING OPENED TO THE PUBLIC:**
11. **REMARKS BY COUNCILMEMBERS:**
12. **ADJOURNMENT:** MOTION

**City of Swartz Creek**  
**CITY MANAGER'S REPORT**  
Regular Council Meeting of Monday, September 28, 2015 - 7:00 P.M.

**TO:** *Honorable Mayor, Mayor Pro-Tem & Council Members*  
**FROM:** Adam Zettel, City Manager  
**DATE:** September 23, 2015

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## **ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS**

✓ **RACEWAY STATUS** (*Update*)

The raceway management attended the workshop on August 31. It was indicated that a business similar in nature to the raceway, with a similar impact, is working on a purchase. We do not know more. However, I have still been making regular contact with them in an effort to have the site marketed by a commercial broker. I have also been marketing the site to outside entities as best I can. We shall see what happens.

There has been a bit more buzz than usual the last few weeks. I am hoping the commercial brokers have taken an interest.

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

The two notable appeals are the raceway and the golf course. Both of these facilities had appeals filed in 2014, and both of them were ultimately withdrawn. Due to the uniqueness of these facilities and the value of the appealed amount, the city choose to allocate funds to challenge these appeals and perform necessary appraisals. This will likely be the case again. However, there is still time to work with so consider this an informational update only.

Once the assessor reviews all cases and we have more time to communicate with owners, we will be in a better position to know which appeals should be opposed, negotiated, or accepted.

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

**MORRISH ROAD CLASSIFICATION-BRIDGE CAPACITY** (*No Change of Status*)

Morrish Road has been submitted for classification as a “minor arterial” from a “major collector”. The MDOT approved the change. Now we await review by the Federal Highway Administration sometime this calendar year.

**MILLER ROAD RESURFACING PROJECT** (*No Change of Status*)

Work is substantially complete on Miller Road. We now await a report on the estimated costs for this project soon when OHM tallies up change orders and the volume of work completed to date. There is no indication that this project will be under or over budget, with one exception. The traffic control provided by Genesee County as it relates to signal alignment and timing was not included in the project scope. This has been allowed as a participating expense by MDOT, but it could run as high as \$12,000.

Lastly, there have been concerns about the landscape restoration, especially on the south side of Miller. As part of the punch list, a landscape restoration action plan has been requested.

- ❑ **SIGNAL PHASING STUDY FOR MILLER AND MORRISH** *(No Change of Status)*  
OHM has been given the nod to study this for us. We will await the findings. See the report from August 24, 2015 for details.

- ❑ **20 YEAR STREET PLAN** *(No Change of Status)*  
The state legislature continues to draft budgets to fund road repair. The most recent plan appears “doable” and is projected to raise \$1.2 billion for roads. This is in line with the state May ballot proposal. If this holds true and the revenues are distributed accordingly, we can expect such a plan to increase funds to the city by about \$250,000 per year.

What the state decides to do (or not do) will have a major impact on funding our plan. Once this is evident, we should move forward with a plan to fund whatever revenue gap exists. As discussed, this could be any combination of assessments, a levy, and a re-apportionment of existing/new state revenues. If the state fails to act or does so in a way that has a negligible impact, we may need to decide to move forward without consideration of the state’s contribution. Either way, we should prepare ourselves to revisit this issue late this fall or in early winter.

See the May 11 report for prior details.

- ❑ **2015 STREET BIDS-SCRAP TIRE GRANT** *(No Change of Status)*  
The city is moving forward with engineering of the intersections of Winston and Miller, as well as Fairchild and Miller. We expect this work to be done after school releases in 2016.

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

- ❑ **SEWER REHABILITATION PROGRAM** *(Update)*  
A report from our 2015 summer relining and televising activities is available. Based upon inspections performed this year, we probably have 2-3 years worth of work lined up, making inspections next year unnecessary. As such, we can expect to reduce our inspection budget and put a larger allocation into repairing noted deficiencies.

In follow up to the report, we have tentative projects lined up for 2016 (possibly late 2015). The current budget provides for \$50,000 for flushing and televising (inspecting) of sewers, with an additional \$112,500 for rehabilitation. With further inspections not required, this leaves the city with \$162,500 for rehabilitation and additional line flushing.

Staff met with Rowe Professional Services Company and Liqui-Force to debrief from this year’s inspections and attempted to prioritize the next rehabilitation steps in accordance with available funds and the 20 year sewer plan. As you can see from the engineer’s report, high priority sewer work is noted on the east side of Seymour

(Greenleaf) and east side of Greenleaf (Durwood). Because we can earmark more funds for rehabilitation, we are recommending adding west Seymour (Valleyview) this year as well. The total cost to do so is \$143,720, leaving \$22,530 for additional line flushing and contingency.

As you can see from the 20 year sewer plan, we are proposing projects slated for 2017 and 2018, while bypassing work slated for 2016. This is because of the priority associated with each section based upon examination by the contractor and consultant. We will not skip the 2016 work scope indefinitely.

Concerning the proposal pricing, the city is still benefiting from an extension of unit costs initially proposed in 2008 and affirmed by the city council at their meeting on January 26, 2015. At some point, the contractor will not be able to absorb further increases and will be forced to seek rate changes, likely resulting in another request for proposals or request for qualifications.

After reviewing the 20 year plan, the engineer's report, the priorities of staff, and the pricing of the rehabilitation, I recommend the city move forward with the 2016 sewer rehabilitation project as proposed.

❑ **KWA** (*No Change of Status*)

The KWA water pipeline held a dedication ceremony on June 17<sup>th</sup> at their proposed water treatment station near Columbiaville. They are still ahead of schedule and under budget. The most recent estimates place the authority in operation by the end of 2016 on a limited basis, serving Flint. It is expected to be serving all authority customers by fall of 2017.

❑ **STORM SEWER** (*No Change of Status*)

The agreement has been approved and awaits a master signature page for all participating communities.

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

We have found some more issues that should ease our woes. A visual inspection uncovered that some 2" apartment meters had 5/8" registers, which can reduce the amount of metered water by 60%! We also tested, repaired, and/or updated meters to the school buildings in the district and some of the other large apartment users. Issues with "low-flow" portions of compound meters have been discovered. This means that, while a school building may register flow through the "high flow" portion of the meter during peak times, the low flow portion may not read at all due to meter malfunction.

As noted previously, the unmetered water loss in town is likely the result of a thousand paper cuts, so to speak. With that said, we have not discovered and corrected any single enormous source of loss, but we have been steadily finding and fixing smaller sources. I hope to be able to demonstrate this objectively with some useful metrics in the near future.

✓ **PERSONNEL: POLICIES & PROCEDURES** (*Update*)

The committee met on September 15th and was able to review the rest of the personnel handbook. I am working with department heads and will look to get feedback directly from employees as well before bringing the policy to the city council for deliberation and approval. In the meantime, it is in sound draft form and expected to be included in the next packet.

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

A draft of the interlocal agreement is available for review. As of writing, the committee members of the city are expected to meet with the Mundy appointees on October 1. If agreeable, the agreement will be brought back for approval by the city council to enable a unified body to represent joint interests of the department on an interim basis. Again, the immediate purpose of this action is to be able to propose a method of conducting joint police services. The agreement will be contingent upon final approval by both municipalities, among many other attributes. For now, an interim board is required to proceed with labor negotiations and retirement actuaries.

✓ **SPRINGBROOK EAST & HERITAGE VACANT LOTS** *(Update)*

Per the purchase agreement terms, an escrow has been established to ensure completion of the streets in the developer-controlled sections of Springbrook East. A contractor has been selected by the developer and should be onsite by September 25<sup>th</sup> to cap the streets under the eye of the city's engineer. Since we are not aware of any other outstanding issues of a public interest, I expect to terminate and empty the escrow account upon successful completion of the road project.

Seven of the twelve lots in Springbrook East have sold. The association has already been reimbursed for these sales. I expect the other five to sell by early summer of 2016, putting this totally in our rearview mirror.

The city still owns four lots in Heritage Village. We have no plan for these at this time. Perhaps an auction of these lots is in order. In this case, I am not sure if there was an intention to share additional revenues with the association or not. The city sold one lot in 2014 "at cost." Purchase agreements with other buyers fell through.

✓ **MEIJER COMMUNITY DONATION** *(No Change of Status)*

I have contacted Meijer, and they definitely wish to have a public event to commemorate their contribution to the community. This is overdue. If any council members have ideas with commemorating their contribution towards the Fortino Sidewalk, now would be the time to bring them up.

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

The planning commission is considering this issue as they amend the master plan. It appears that the planned addition of some asphalt millings to the streets will be cost prohibitive. We may still need to spend some time and money on these streets. Since this is a platted subdivision with public streets, the city is in a position to provide access to the lots by owners for maintenance.

Looking at the problem through a larger lens, we need a drainage and infrastructure solution for the entire plat. With more lots available through tax foreclosure, this may enable the city to have more control over what improvements occur and how they are

paid for. The more lots the city controls, the more options we have for making improvements, providing drainage, and recouping costs.

*The original report is included in the April 13, 2015 report.*

✓ **NEWSLETTER (Update)**

The next edition of our community newsletter is expected to be distributed in October. Let me know if you wish to supply content or desire to see specific information covered in this edition. This is the last call. I expect to cover the merger happenings, the new water rates, and winter sidewalk maintenance.

✓ **MEDICAL MARIJUANA MORATORIUM (Update)**

The council placed a moratorium on medical marijuana dispensaries and growing facilities, effective April 23, 2015. This is a 180 day moratorium that is set to expire at the end of October. Among other reasons, the moratorium was put in place to better prepare for pending state legislation that would dramatically alter the playing field.

The planning commission will be considering this issue on October 6th. In the absence of new state legislation, the city attorney recommends that the city do nothing, allow the moratorium to expire, and review any dispensary applications that are received in accordance with the state law.

I have some reservations about doing so given the uncertain future of this industry, but, factually, the legal landscape is the same today as it was when the ordinance was adopted. If council members are interested in this, I strongly recommend input at this next meeting. The city still reserves the option of amending or eliminating this ordinance. I do concur with Mr. Gildner regarding the need for a resolution to this matter and an end to the moratorium.

✓ **RENTAL REGISTRATION AND INSPECTIONS (Update)**

A few registrations have been received. We are now ensuring proper software setup and conducting a test run with a couple units to make certain that our process is sound and any modification needs are addressed before the surge of registrations is received.

To that end, we have scheduled training with BS&A, our software provider. This is planned for the first week of October. The City of Durand, who also just got approved a rental inspection program, will be joining us and sharing the cost of the training event. Once we are confident in our software and processes, we will send out notices to the owners of known/suspected rentals within the city.

✓ **K9 UNIT (No Change of Status)**

The dog has been delivered. His name is Rosco, and he is a “good dog” according to the department. Ike will remain with us while training of Rosco continues.

✓ **DYE ROAD PROPERTIES (Update)**

The planning commission will begin discussing a zoning change for these properties at their regular meeting on October 6, 2015, beginning at 7:00 p.m.

✓ **5017 THIRD STREET (Update)**

This property has transferred to its new owners in accordance with the purchase agreements and quit claim deeds approved by the city council. The city is moving forward with zoning the north half to central business district (from downtown residential) to match the existing business (Wood's Collision). The planning commission will begin discussing a zoning change for these properties at their regular meeting on October 6, 2015, beginning at 7:00 p.m.

✓ **CAPPY LANE LIFT STATION** *(No Change of Status)*

Rowe Professional Services Company will be handling the design and bidding for the lift station. I expect they will be ready to release this to received pricing in the middle of the winter.

✓ **SUNOCO STATION** *(No Change of Status)*

This is another property that was discussed at the workshop. Attendees were somewhat split on whether this should remain public or private. Ideas for public use seemed to lean towards a parking/public square concept, capable of housing a market, small event, or restrooms in the current building. Private use centered around restoring the site to a two story building similar to what used to be on the corner.

In other news, all environmental evaluation and reporting has been completed. The report is extremely large and technical. A hardcopy is available at the city office for anyone that cares to view it. In short, the results are what we would expect: the soil and tanks are bad and contamination has migrated offsite. However, because we performed due diligence, the city shall not be responsible.

The next step is to work with Exxon to do as much as they can to clean up the site from a practical standpoint. We have the ability to make this easy on them if they play ball. For example, the city could pass an underground water use ordinance for the affected area that would make it easier to "close" the site in the eyes of the state. If the city were to begin crafting such an ordinance, I suspect the council would want to see the tanks and affected soil removed first. I am working with Mike to establish contacts.

✓ **MOSQUITO CONTROL** *(Update)*

Rose Pest Control presented some options at the last meeting. There was not further discussion or a resolution on the matter. To enact mosquito control for the 2016 summer, a decision would be needed by the end of this calendar year for proper noticing and permitting.

Staff has no recommendation to proceed or not to proceed in regards to this matter. Public input has not been large. While some definitely support the initiative, the source of funds would be the general fund, placing this program in revenue competition with essential services and the street fund transfers. Furthermore, findings seem to support the notion that the single biggest contributor to mosquito prevalence is larva in open water containers in residential settings. With that said, public education combined with city-administered catch basin treatment may be an alternate.

At this point, I will await direction from the city council before proceeding further on the matter.

✓ **ELMS PARK CONVERSION PUBLIC HEARING** (*Update-Business Item*)

A hearing is scheduled for this meeting. Concurrent with this, I have been processing the required State Historic Preservation Office review, Department of Natural Resources environmental review, and other required petition materials.

The park board approved the concept at their meeting on September 2<sup>nd</sup>, and the State of Michigan waived the appraisal requirements the same week! This is going to make the process much easier.

Based upon positive hearing results, I believe a resolution to move forward is appropriate. No other alternates have presented themselves and this option certainly appears the most straight forward and compatible with current uses. The council could still consider a partial dedication (lot split), however I think that the size of the parcel weighed heavily on the federal appraisal waiver and the decision of the National Park Service to proceed so quickly.

*Below follows an abridged report as presented in the council packet for August 10, 2015:*

There is an issue with the leasehold (communication tower) we have in Elms Park. The 24 acres of park land was placed in trust for recreational purposes when acquired with Land and Water Conservation Trust Fund monies (LWCF) decades ago. The communication tower was erected in 1997 without state approval to take that area, however small, out of recreational service. This came to light because of our grant application to the Department of Natural Resources (DNR). No good deed goes unpunished I suppose.

Now the Department of Natural Resources, on behalf of the National Park Service (NPS), is requiring action. This will be a procedural nightmare for staff, but nobody is “mad” at the city. In fact, we may even still be eligible for the grant as submitted.

What action is needed? They are requesting that we move forward with the “conversion of grant assisted properties”. In plain English, this means that they want us to replace the land encumbered with the leasehold (wireless communication tower) with land somewhere else in the city that we can dedicated to recreation purposes. They prefer an adjacent site, if available, be dedicated to recreation in lieu of the leasehold.

There is an evident solution and an objective procedural path forward. However, time is of the essence. I propose we move forward with conversion of 2.76 acres of vacant land that the city owns adjacent to Elms Park and the Consumers Power site. I have included maps that will clear this up. This tract of land is NOT technically part of Elms Park or in the park plan. However, this land is passively used by park patrons and is slated to accommodate part of the regional trail system that is proposed. The NPS has tentatively agreed that this would be a good option.

What is next? This process is not the quickest (I have attached the guidance document), and there are many state level reviews that are needed (environmental reviews, State Historic Preservation Office, etc.). Part of the process involves a time period of 30 days for public comment on the concept. I propose we start the clock on

that now, if the city council agrees with the concept, in order to get the other reviews moving.

This will not commit the city to “convert” or encumber this property. The city will have time to review this as needed in the same manner that the public can react to the concept. However, I believe all signs point to making this conversion, given the location, access, and use of this property. Frankly, I suspect that the city’s plan all along has been to use this tract for recreation. Councilmember Shumaker may be able to shed some light on this. Note that the city DOES have a documented easement to use the Consumers Power Property for park purposes (we found it Mike!).

The city will still have the option of finding alternate sites in the meantime if there is an objection to using this tract.

- ✓ **WIRELESS LEASE EXTENSION PROPOSAL** (*No Change of Status*)  
The agreement letter proposal from Crown Castle has been approved by the city council. If the tenant desires to move forward, we will receive an official agreement.

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

- MONTHLY REPORTS & UPDATES** (*Update*)  
No reports.

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

- PLANNING COMMISSION** (*Update*)  
The planning commission has a heavy agenda for October 6<sup>th</sup>. They will be reviewing zoning changes for 5017 Third Street, the Dye Road properties, and fences. They will also be holding deliberation on the medical marijuana moratorium.

- DOWNTOWN DEVELOPMENT AUTHORITY** (*Update-Business Item*)  
First, allow me to present some background on the situation. In 2003, the city was working on rewriting its master plan for the first time in decades. LSL Planning was hired to do the work. Since the plan was to be written from scratch and the community was undergoing so much change, much public outreach was done.

Among many findings, one of the key topics of input concerned the need for more activities, businesses, and a brand for downtown. This translated to a number of recommendations to move forward, including proactive development/redevelopment of downtown and the activation of the Downtown Development Authority.

In 2004, the DDA Board was established and a comprehensive Development and Tax Increment Financing Plan was created. All of this was done with the intention of improving downtown. Keys to doing so leaned heavily on new development, redevelopment, new public spaces, and higher densities. In 2007, the DDA followed up with this by performing a target market analysis, including commercial and residential findings, as well as land use recommendations. Findings, among others, stressed the importance of the Morrish Road corridor as an area for growth and branding of the entire community, between I-69 and Miller Road. The importance of nearby residential uses was stressed as contributing to a customer base for

downtown businesses and activities. Single family uses, as well as more dense row housing, were noted as key opportunities to expand with the sought-after millennial demographic.

Throughout this decade-long process, the city acquired properties in the downtown. Some of these acquisitions were opportunistic and some were strategic. Some of the needs remain, such as parking or public space. Some are no longer a high priority, such as a new senior center.

With DDA operating funds a new reality, the DDA wishes to explore the possibility of enabling development on some key properties that the city owns. This could be public, private, or a combination of the two. Specifically, the DDA would like to address the potential to add uses to vacant property on the North West corner of Paul Fortino and Morrish, as well as between the post office and cemetery.

The desire to move forward with conceptual planning was brought up nearly a year ago, with the assistance and input of a specialty architect. However, there were many unanswered questions and concerns about doing so. To address this issue, the DDA led a workshop related to the plans that have been put in place for this area, among others. The public, as well as the city council, DDA, and planning commission were invited. Attendance was good, and much discussion ensued.

The findings, though not universal, indicated that the community would still like to move forward with improvements in the downtown, including new uses or improvements in the area in question. The notes cover a wide range of comments, but consensus remains in support for dense mixed use development, including residential, as well as a strong need for public parking (with open space/landscaping). There was also agreement that provisions should be made to improve visibility at the intersection.

At this point, the DDA is asking for permission to spend their operating funds on professional assistance to explore options for use of these properties. They are not asking to move forward with private development, a sale, or construction. They are looking for formulation one or more conceptual plans for the area that are likely to include public parking, a potential road alternation for visibility, and some variation of residential or mixed use development.

As someone that has participated in this process for over twelve years, I think this is overdue. While there is not consensus on WHAT should happen to all city-owned properties, there is pretty strong consensus that SOMETHING should happen beyond the mowing of vacant land. The DDA would like the opportunity to show options that improve the use, value, and brand of downtown without compromising the community's small town charm.

I have prepared a resolution that, while not required for the DDA to engage in planning, shows support for the exploration of options. It is intended to provide some degree of assurance that the DDA would not be throwing money at plans that the council is not willing to engage in. With that said, I honestly think this request on

track and in line with over a decade of strategic visioning and planning. I recommend the city council support the DDA in this endeavor.

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

The zoning board of appeals met on the 16<sup>th</sup> of September at 6:00 p.m. to consider an interpretation of the zoning ordinance as it relates to veterinary clinics. This was in response to the enforcement action carried out at the Family Farm & Home for their onsite veterinary clinic that was conducting business without a special land use permit as required by ordinance.

After presentation by the veterinary service provider and deliberation by the board, it was decided that their use met the current definition of a veterinary clinic. The service provider has since inquired about applying for a special land use permit for this location.

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

The park board met on September 2nd. They deliberated on the land conversion for Elms Park as it relates to the wireless communication tower. The board resolved to support the conceptual conversion of the land area encumbered by the tower in exchange for adding the 2.6 acres of vacant land east of the Consumers Energy Property.

The board is also taking steps to pursue fundraising for the 2016 Elms Park projects. They are hoping for approval of the grant, but they are interested in raising enough funds to at least see the bathrooms and some other improvements made, should the city choose to keep the match portion the same.

Their next meeting will be October 7<sup>th</sup> to discuss fundraising strategies and to prioritize park improvements that were not part of the grant scope.

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

There is nothing to report.

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

✓ **OVERBAND CRACK SEALING PROPOSALS** (*Resolution*)

Tom has been looking to find a contractor to perform crack sealing on our major streets. This is an essential part of asset management when it comes to extending the life of street surfaces, prolonging more costly rehabilitation and reconstruction. This treatment works well on streets that are just showing visible signs of large cracking. It is not very effective on areas in which the surface is more compromised (such as the west end of Miller Road).

We did not line up a contractor to perform this work this spring because the bids for Miller Road came in higher than expected, potentially costing the city 20% more. However, as the project progressed, it appeared that the project inputs (units, tonnage of material, etc.) were coming in low. Once this became evident (early August), Tom went to work lining up proposals. As one might expect that late in the season, there was not a lot of contractor availability and prices were all over the board.

With that said, we did find one in mid-August that appears to remain the lowest price by a reputable contractor. We are looking to contract with them to perform work on parts of Seymour, Morrish, and Bristol Roads. We expect this to amount to about \$20,000 of preventative maintenance. Time is short, and the ideal situation would be to receive sealed bids over the winter (last winter) to proceed. However, we are confident that we do have a good price and would like to address these surfaces before another winter takes its toll. I have included a resolution that would move us forward with the crack filling.

Once completed, these streets, as well as others, will need to be striped. The county has performed sealed bids for this process that the contractor will extend to the city for work in October. I will be back for a resolution if the amount is likely to exceed \$5,000.

✓ **FAMILY FARM & HOME SPECIAL LAND USE** (*Resolution*)

The city council proceeded with revocation of the outdoor sales and storage special land use permit for Family Farm & Home on Elms Road at their meeting on June 8, 2015. A letter was sent to the occupant and owner regarding this matter, and both parties made contact with the city on June 26, 2015.

Both the owner and occupant expressed a desire to comply with the outstanding site plan requirements noted in the letter (attached). Thirty days have passed and the site was much improved, though not complete. Extensive landscaping has been installed and outdoor storage has been properly relocated. Outstanding items included pallet storage by the existing dumpster and missing/damaged parking lot lighting.

Based upon findings at the July 27, 2015 city council meeting, a sixty day extension was provided in accordance with 30.06C.

Based upon the most recent findings, I believe the holder of the special land use has been able to reasonable comply with the requirements of their permit and related zoning provisions. I recommend the city council declare the site to be in compliance and thereby cease the revocation proceedings for the time being.

Section 30.06 of the zoning ordinance as outlined below:

*Section 30.06. - Revocation.*

*The revocation of a special land use may occur if its recipient fails to continuously abide by its terms and conditions. The revocation procedure is as follows:*

- A. The city council, through its designated administrators, shall notify the recipient, in writing, of any violations of city codes or provisions of the special land use.*
- B. The recipient shall have 30 days to correct all deficiencies to the satisfaction of the city council.*
- C. If after 30 days any deficiencies remain, the city council may then revoke the special land use approval, or if the conditions warrant, allow additional time.*

*D. A repeat violation may cause immediate revocation of the special land use approval.*

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

- *Auctions:* The DPW truck that was approved for auction brought in \$11,300. This is a very good price by all accounts.

**City of Swartz Creek  
RESOLUTIONS  
Regular Council Meeting, Monday, September 28, 2015, 7:00 P.M.**

**Resolution No. 150928-4A                    MINUTES – September 14, 2015**

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

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, September 14, 2015, to be circulated and placed on file.

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

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

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

**Resolution No. 150928-5A                    AGENDA APPROVAL**

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

**I Move** the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of September 28, 2015, to be circulated and placed on file.

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

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

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

**Resolution No. 150928-6A                    CITY MANAGER’S REPORT**

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

**I Move** the Swartz Creek City Council accept the City Manager’s Report of September 28, 2015, including reports and communications, to be circulated and placed on file.

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

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

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

**Resolution No. 150928-9A                    ELMS PARK CONVERSION**

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

**WHEREAS**, the city acquired the 24 acres of land currently known as Elms Park in October of 1972 with the assistance of federal Land and Water ; and

**WHEREAS**, the acquisition requires use of the park in perpetuity for recreational purposes and was based on a site plan, currently held by the Department of Natural Resources; and

**WHEREAS**, the city entered into a leasehold with a wireless communications provider for 2,128 square feet of land area in 1997; and

**WHEREAS**, DNR, after reviewing a request for additional grant assistance in Elms Park, notified the city that this encumbrance requires the addition of replacement park land through a process commonly referred to as “conversion”; and

**WHEREAS**, the city owns 2.76 acres of vacant land on the east side of the Consumers Power property, said property being connected to Elms Park via an easement held with Consumers Power; and

**WHEREAS**, this property is not technically part of the city’s park system, but was conceptually planned for a trail and passive recreational use; and

**WHEREAS**, the National Park Service, acting through the DNR, has approved moving forward with the conversion of this property as outlined in the Procedures for Conversion of Grant Assistance Properties guidance sheet; and

**WHEREAS**, the city may still retain grant eligibility if this process is completed by November 1, 2015, making time of the essence; and

**WHEREAS**, the city gave notice of a September 28, 2015 public hearing on the matter in a newspaper of general circulation on August 20, 2015; and

**WHEREAS**, the public hearing was held on September 28, 2015 and the following comments were received:

- 1.
- 2.
3. ; and,

**WHEREAS**, the city council finds the conversion as proposed to be the best course of action,

**NOW, THEREFORE BE IT RESOLVED** the City of Swartz Creek hereby approves the conversion of a parcel of land referred to as parcel number 58-31-100-019 to be used as recreational property in lieu of the leasehold for wireless communications as noted on the attached maps.

**BE IT FURTHER RESOLVED** the council hereby directs the city manager to finalize application of this conversion to the Michigan Department of Natural Resources.

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

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

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

**Resolution No. 150928-9B**

**DOWNTOWN DEVELOPMENT AUTHORITY  
DEVELOPMENT PROPOSAL**

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

**WHEREAS**, the city acquired vacant land on Morrish Road in 2004, parcel ID 58-35-576-001, and a house located at 4438 Morrish Road in 2007, parcel ID 58-35-576-002, both for the purpose of either locating a potential senior center or spurring development that would complement downtown.

**WHEREAS**, the senior center chose not to relocate but add an addition at their current location in 2009; and

**WHEREAS**, the city recently acquired vacant land across the street from these properties, between the post office and cemetery, identified as parcel 58-35-576-032; and

**WHEREAS**, the City of Swartz Creek and its Downtown Development Authority have invested in a community master plan, target market analysis, downtown development plan, and the demolition of structures pertaining to these sites; and

**WHEREAS**, in accordance with these plans, the DDA and with the assistance from a professional architect, developed a conceptual plan to develop the properties; and

**WHEREAS**, a well-attended workshop was held on August 31, 2015 to ascertain interest and recommendations for future use of these sites; and

**WHEREAS**, the findings from this workshop indicated, among other things, a need for parking in this area, a need for a safer intersection for this location, and a desire to add to the vitality of downtown through the addition of new residential and/or commercial uses at this site; and,

**WHEREAS**, the DDA has funds to further conceptualize multiple options for the future use of these properties; and

**WHEREAS**, the final decision on any site plan, investment, or sale must be made by the city council,

**NOW THEREFORE, BE IT RESOLVED**, the City of Swartz Creek hereby authorizes the DDA to investigate the development potential of the three properties owned by the city near the corner of Morrish Road and Paul Fortino Drive, including the hiring of professional designers, engagement of builders, and the application for site plan and related reviews, provided they do so with their own funds and report their findings and recommendations back to the city council for final review and approval.

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

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

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

**Resolution No. 150928-9C      SEWER LINING PROJECTS**

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

**WHEREAS**, the city selected Liqui-Force Services Inc., to perform certain sewer inspections and repairs in December 2008 based upon a competitive request-for-proposal process that included fixed unit costs for services; and

**WHEREAS**, the scope of work was to span four years and terminate in December 2012, but circumstances resulted in the delay of specific work items; and

**WHEREAS**, Liqui-Force has agreed to extend their unit costs through June of 2017 for the purpose of completing work on the sanitary sewer system; and

**WHEREAS**, the city council agreed to extend said units prices at their regular meeting on January 26, 2015; and

**WHEREAS**, additional sewer rehabilitation work has been identified by staff and the city engineer based upon 2015 inspections and consultation with the 20 year sewer plan,

**NOW, THEREFORE, BE IT RESOLVED** the City of Swartz Creek hereby approves the proposal from Liqui-Force, Inc to perform rehabilitation on the sanitary sewer system as outlined on the updated proposal dated September 23, 2015, in the amount of \$143,720, plus a 10% contingency, funds to be appropriated to the Sewer 591 fund.

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

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

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

**Resolution No. 150928-9D      CRACK FILLING PROPOSALS**

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

**WHEREAS**, the city's major streets are in need of surface treatments as part of the recognized need to apply proper asset management practices to infrastructure assets; and

**WHEREAS**, one of the more fundamental and affordable forms of surface treatment is overband crack sealing, which is applied to those street segments that are not in need for more intensive forms of rehabilitation; and

**WHEREAS**, the city did not bid such services early in the construction season, pending a forecast of actual costs incurred by the 2015 Miller Road rehabilitation project; and

**WHEREAS**, the city has been soliciting cost-per-pound proposals for this treatment since unit costs for Miller Road were recognized as within cost parameters, being mid-August; and

**WHEREAS**, the response to active proposal solicitation has been remarkably low, making a sealed bid process unlikely to be competitive or timely; and

**WHEREAS**, the city still desires to invest in crack filling this year, recognizing the importance of timely surface treatments; and

**WHEREAS**, the city council may, at the request of the city manager, authorize the city manager to negotiate a contract for the purchase of any product, material or service with a provider of such product, material or service without regard to the requirements of this section relative to purchases where the city council finds:

- i. Due to circumstances beyond the control of the city, the market for such product, material or service is not competitive even though such product, material or service is normally competitive in nature; and
- ii. The economic interests of the city are best served by negotiating a contract with a provider of the product, material or service without requesting sealed bids; and,

**WHEREAS**, the city council finds the availability of these services, given the unusually high demand for construction related services generally and at this point of the season, as well as the need for timely application of the repair, hereby satisfy the above requirements,

**NOW, THEREFORE, BE IT RESOLVED** the City of Swartz Creek hereby approves the proposal submitted by Scodeller Construction to perform overband crack sealing on major streets, including Seymour Road (Miller to Norbury), Morrish Road (Bristol – I-69), and Bristol (Elms to Miller), in an amount not to exceed 14,200 pounds (\$19,880), plus a 10% contingency, with surplus material, if any, to be applied to Morrish Road south of I-69 or otherwise at the discretion of Mr. Svrcek, funds to be appropriated to the Major Street (202) fund.

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

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

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

**Resolution No. 150928–9E      FAMILY FARM & HOME SPECIAL LAND USE REVIEW**

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

**WHEREAS**, the City of Swartz Creek approved a special land use for outdoor sales in storage for 4315 Elms Road (Family Farm & Home), in accordance with the site plan dated November 17, 2010; and,

**WHEREAS**, the site has been noted to be in noncompliance with the site plan as it relates to this special land use, by virtue of numerous complaints, and;

**WHEREAS**, prior efforts to engage the owner and business were unsuccessful at effecting change; and,

**WHEREAS**, the city council, per Zoning Ordinance Section 30.06, began the process to revoke the special land use for outdoor sales and storage at their regular meeting on June 8, 2015; and,

**WHEREAS**, the owner and site manager have responded to the notice of revocation and have made a good faith effort to bring the site into compliance; and,

**WHEREAS**, upon review by the city council on July 27, 2015, a sixty day extension was granted to resolve improvements relating to pallet storage, lighting repairs, and a dumpster enclosure were still pending; and,

**WHEREAS**, these outstanding items have been adequately addressed by the holder of the special land use permit,

**NOW, BE IT RESOLVED** that the City of Swartz Creek City Council hereby ceases current efforts to revoke the special land use.

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

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

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

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
MINUTES OF THE REGULAR COUNCIL MEETING  
DATE 9/14/2015**

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

Invocation and Pledge of Allegiance.

Councilmembers Present: Abrams, Gilbert, Hicks, Krueger, Pinkston, Porath, Shumaker.

Councilmembers Absent: None.

Staff Present: City Manager Adam Zettel, City Clerk Juanita Aguilar, City Attorney Mike Gildner.

Others Present: Steve Shumaker, Bob Plumb, James Barclay, Joanne Holmquist, Ron Schultz, Jim Florence, Joe Perreault, Doug Stephens.

**APPROVAL OF MINUTES**

**Resolution No. 150904-01**

**(Carried)**

Motion by Councilmember Porath  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held Monday, August 24, 2015 to be circulated and placed on file.

YES: Gilbert, Hicks, Krueger, Pinkston, Porath, Shumaker, Abrams.  
NO: None. Motion Declared Carried.

**APPROVAL OF AGENDA**

**Resolution No. 150914-02**

**(Carried)**

Motion by Mayor Pro-Tem Abrams  
Second by Councilmember Hicks

**I Move** the Swartz Creek City Council approve the Agenda as presented and printed, for the Regular Council Meeting of September 14, 2015, to be circulated and placed on file.

YES: Hicks, Krueger, Pinkston, Porath, Shumaker, Abrams, Gilbert.  
NO: None. Motion Declared Carried.

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

**Resolution No. 150914-03**

**(Carried)**

Motion by Councilmember Shumaker  
Second by Mayor Pro-Tem Abrams

**I Move** the Swartz Creek City Council accept the City Manager's Report of September 14, 2015, to be circulated and placed on file.

Discussion Ensued.

YES: Krueger, Pinkston, Porath, Shumaker, Abrams, Gilbert, Hicks.  
NO: None. Motion Declared Carried.

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

Joanne Holmquist, 5373 Miller Road, spoke on the water main break she had on her property on August 29<sup>th</sup> at 11:30 p.m. and her concern for her house that was built in the 1800's and its historical value. She wanted to thank Officers Blain Adkins and Steve McFadden who informed her of the water break, Officer Adkins who helped build a dam to divert the water and C&H Construction who made the repairs, DPS workers Dave Wright, Jay Sanford who stayed all night working on the break and City Manager Adam Zettel who came by Sunday morning.

Doug Stephens, Kiwanis Club & Chairman of Art in the Park Committee, wanted to thank all who helped with setup and DPW who were there to help whenever needed.

City Manager, Adam Zettel, responded that Director of Public Service, Tom Svrcek and the DPS crew deserve the credit for their work with this project.

### **PUBLIC HEARING**

Open at 7:27 p.m.

### **Downtown Development Authority Boundary Amendment / Downtown Development Authority Development / Tax Increment Financing Plan (Preliminary)**

No public comments.

Discussion from council and clarification from City Manager, Adam Zettel.

Closed at 7:36 p.m.

### **COUNCIL BUSINESS**

#### **Rose Pest Control Proposal**

**Discussion**

Kevin Meylar, Rose Pest Control Representative, briefly explained options and answered questions from council.

**ZONING AMENDMENT INITIATIONS**

**Resolution No. 150914-04**

**(Carried)**

Motion by Councilmember Hicks  
Second by Mayor Pro-Tem Abrams

**WHEREAS**, the City of Swartz Creek owns two vacant, unimproved parcels of real property on Dye Road, identified as parcel 58-29-551-026, and 58-29-551-028, that are zoned General Business District, and;

**WHEREAS**, the city attempted to auction said properties and discovered that buyers preferred uses within the light industrial district category for these and adjacent properties, and;

**WHEREAS**, the city has executed a purchase agreement for the north half of 5017 Third Street, parcel number 58-01-502-077, contingent upon the zoning of the resulting northern split changing to central business district, and;

**WHEREAS**, the planning commission has drafted an amendment to the existing fence ordinance with the zoning code,

**NOW, BE IT RESOLVED** that the City of Swartz Creek City Council hereby directs the planning commission to proceed with zoning amendments, including the statutorily required public notices and hearings, for the following:

1. Amending the zoning map to reflect light industrial zoning for parcels 58-29-551-025, 026, 027, & 028
2. Amending of the zoning map to reflect central business zoning for the north half of 58-01-502-077
3. Amending of the zoning text to reflect changes to the existing fence ordinance

**BE IT FURTHER RESOLVED** that the city manager is directed to create and distribute such notices as required by statute and seek a recommendation from the planning commission on all state zoning amendments.

YES: Pinkston, Porath, Shumaker, Abrams, Gilbert, Hicks, Krueger.  
NO: None. Motion Declared Carried.

**ASSESSOR’S CONTRACT RENEWAL**

**Resolution No. 150914-05**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Hicks

**I Move** the City of Swartz Creek approve an agreement with Landmark Appraisal, of Fenton, Michigan, agreement as follows:

**AGREEMENT FOR  
PROFESSIONAL ASSESSOR SERVICES**

This Agreement ("Agreement"), made and entered into this 14<sup>th</sup> day of September, 2015 by and between the **City of Swartz Creek**, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek Michigan 48473 ("City") and, **Landmark Appraisal Company**, 110 Mill St, P.O. Box 489, Fenton Michigan 48430 ("Landmark").

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**WHEREAS**, the City desires to retain Landmark, as an independent contractor, to perform the duties as its certified assessor; and

**WHEREAS**, Landmark has qualified personnel with the proper State CMAE certification to act in that capacity for and on behalf of the City; and

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

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

**SECTION I: BASIC SERVICES OF LANDMARK**

Landmark shall perform the following service for and on behalf of the City.

**1.1 General Duties:**

Landmark shall be required to perform all duties of an assessor pursuant to City Charter, Michigan statutory and case law, Michigan State Tax Commission rules, regulations and policies, and all other rules and guidelines established for the proper performance of said position, as same may from time to time be amended, while this Agreement is in effect, and shall conduct and perform same in accordance with all applicable standards of professional conduct required of such Assessors. If material changes in the laws, statutes, rules, guidelines or City Charter during the term of this Agreement result in a substantial additional work burden on Landmark, Landmark and the City agree to enter into good faith negotiations regarding possible amendments to this Agreement. For purposes of this paragraph, the term "substantial additional work burden" shall be determined to exist by mutual agreement of Landmark and the City. If they cannot agree as to whether a substantial additional work burden has been imposed upon Landmark, Landmark and the City shall select a mutually agreeable mediator/arbitrator who shall facilitate the negotiations to assist the parties in reaching such a determination, and if an impasse is reached in such negotiations, shall make said determination. The determination of the mediator/arbitrator shall be final, however, said mediator/arbitrator shall not have authority to establish the amount of additional compensation, if any.

**1.2 Office Hours:**

During the term hereof, Landmark shall maintain office hours at City Hall at the above address, as follows:

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

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

**1.3 Public Relations/Customer Service:**

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

**1.4 New Construction/Loss Adjustment:**

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

**1.5 Economic Condition Factors (ECF):**

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

**1.6 "Proposal A" Requirements:**

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

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

**1.7 Assessment Roll Preparation and Records:**

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

**1.8 Reports:**

The City may require Landmark to prepare periodic reports and/or address the City Council regarding the overall activities, progress, problems and corrective measures regarding the various aspects of the duties of

Landmark, under this Agreement. The City shall have the right at any time to require Landmark to make available to the City, within 48 hours of notice being provided, all records and documents developed and maintained by Landmark under the terms of this Agreement for review and/or audit. All time spent in the preparation and presentation of such reports or in gathering and making information available to City by Landmark shall be deemed a part of the services contracted under the terms and provisions of this Agreement.

### **1.9 Board of Review:**

Landmark shall keep records regarding the March Board of Review session in accordance with City Charter, attached hereto as "Exhibit A".

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

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

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

### **1.10 Sales and Appraisal Studies:**

Landmark shall prepare sales studies using available data, evaluate all equalization and/or appraisal studies, and respond as appropriate.

### **1.11 Forms:**

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

### **1.12 Defense of Appeals:**

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

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

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

In all other potential appeals to the Michigan Tax Tribunal or State Tax Commission, Landmark shall provide as part of the services included under the terms and provisions of this Agreement, such time and effort as is necessary to properly provide to the City information, documents, analysis and advice as may be required in the determination of Landmark or the City to forestall the formal filing of an appeal or to settle a disputed case up to the date of the filing of a petition appealing a decision of the City or any of its agencies or boards

to the Michigan Tax Tribunal or State Tax Commission. After the filing of said petition, Landmark shall be available to the City for such further assistance as is required by the City in the defense of such appeal. Landmark shall be available as an expert witness on behalf of the City in any proceedings. In the event of the termination of this Agreement and the necessity for the services of Landmark for purposes of consulting, review of information, analysis or expert testimony after the date of termination, Landmark shall be available, notwithstanding the termination of this Agreement, for assistance in the defense of such appeals, provided, same shall not apply to appeals filed in the Small Claims Division of the Michigan Tax Tribunal. Landmark shall keep the City Manager informed of all appeals and provide the City Manager with recommendations, the manner in which the appeals are to be handled, proposed settlements and other similar advice.

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

**1.13 Reappraisal Program:**

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

**1.14 Personal Property Statements, Canvas and Audits:**

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

**1.15 Equalization Increases:**

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

**1.16 Land Division Applications:**

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

**1.17 Assessor Certification:**

Landmark shall be, and maintain a minimum certification as a Level III Assessor in the State of Michigan.

**1.18 Transportation and Equipment:**

Landmark shall provide all necessary transportation and field equipment to perform the services and meet the requirements of this Agreement.

**1.19 Indemnification/Employment:**

The parties hereto acknowledge that all personnel that may or might be utilized by Landmark in the performance of his/her duties hereunder shall, for all purposes, be considered employees of Landmark and not employees of the City. Landmark shall be responsible for Worker’s Compensation, Unemployment Compensation, state and federal withholding and payment of personnel. Landmark shall indemnify the City

and hold the City harmless from any claim, cause of action or other liability that may or might arise by virtue of any claim of any employee of Landmark relating to his/her employment by, or as Landmark.

**1.20 Preparation of DDA and Reporting:**

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

**1.21 Assessor's Recommendations:**

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

**1.22 Security of Information:**

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

**1.23 Optional Services:**

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

**SECTION II: TERM OF AGREEMENT**

**2.1 Contract Period:**

Landmark shall commence performance of the services herein required on October 1, 2015. Unless sooner terminated, this Agreement shall, by its terms, expire September 30, 2016.

**2.2 Mutual Right of Termination:**

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

**2.3 Termination for Cause or Breach:**

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

**2.4 Notice of Termination:**

Upon receipt of notice of termination or upon termination of this Agreement by expiration of its term, Landmark shall immediately deliver to the City the originals and original copies of all data, paper and

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

## **2.5 Amendment/Renegotiation:**

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

If the Agreement is not reviewed or extended prior to its expiration date and the City desires to have Landmark continue on a month-to-month basis, the fee will be that which existed for the final month of the original term, being September, 2015.

## **SECTION III: PAYMENT**

### **3.1 Compensation for Basic Services:**

During the term of this Agreement, the City agrees to pay to Landmark, for performance of the Basic Services set forth in Section I of this Agreement, an amount equal to \$29,014.68 yearly (twenty-nine thousand, fourteen dollars, sixty-eight cents). Landmark shall invoice the City an amount equal to \$2,417.89 on a monthly basis, net due 20 days.

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

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

## **SECTION IV: CITY RESPONSIBILITIES**

### **4.1 Basic Data:**

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

### **4.2 Office Equipment:**

The City shall provide Landmark with appropriate tax parcel maps, office space and furniture, telephone, voice mail, personal computer, printers, copying machine, fax machine and office supplies (as defined in Paragraph 4.5) as reasonably needed during the duration of this Agreement. Assessor acknowledges that some of the equipment (i.e. fax, printers, copying machine) is shared among all administrative office personnel and Landmark will not have exclusive use of such equipment.

Landmark shall have access to the City's computer network for the use of the following software products: BS&A Equalizer Assessing & Tax Modules, MS Word, Excel Spreadsheets, Arcview, Pictometry or any other similar software that may assist in maintaining quality assessing records. Landmark shall not use any other software within the City's network, download, or upload any software to the City's network, except with the City Manager's prior approval. Landmark shall be liable for any adverse consequence upon the City's

computer network or function caused by any software introduced in the network by Landmark without prior consent of the City.

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

**4.3 Computer:**

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

**4.4 Map Maintenance/Tax Roll Printing:**

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

**4.5 Office Supplies:**

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

**4.6 Existing ECF Areas:**

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

**4.7 Preparation of DDA and Reporting:**

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

**4.8 Legal Counsel:**

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

**SECTION V: RE-APPRAISAL, NON-BASIC SERVICES**

**5.1 Additional Services (Pricing/Reappraisal):**

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

**5.2 Implementation/Responsibility:**

The parties acknowledge that it shall be the sole responsibility of the City to determine the nature and extent of implementation of Landmark's recommendations under this Section or any other additional, non-basic services. To that end, the City assumes responsibility for defense of any claim, cause of action or other

proceeding that may or might be instituted by the Michigan State Tax Commission, or other entity, arising from any failure, or alleged failure, to implement such recommendations.

## **SECTION VI: MISCELLANEOUS PROVISIONS**

### **6.1 Relationship Between City and Assessor:**

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

### **6.2 Indemnification/Insurance:**

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

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

### **6.3 Non-Assignability:**

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

### **6.4 Professional Standards:**

Landmark shall be responsible, to the highest levels of competency presently maintained by other practicing professional assessors and appraisers, for the professional and technical soundness, accuracy and adequacy of property valuations, drawings, property inspection data and all other work and materials furnished under this Agreement. At the time of commencement of performance, Landmark shall be properly

certified, equipped, organized and financed to perform the services required by this Agreement. Subject to compliance with the requirements of this Agreement, Landmark shall work independently.

**6.5 Ownership of Documents:**

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

**6.6 Validity:**

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

**6.7 Survival:**

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

**6.8 Controlling Law/Venue:**

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

**6.9 Authorization:**

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

***(Signature Page Follows)***

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

**CITY OF SWARTZ CREEK, MICHIGAN:**

**LANDMARK APPRAISAL CO:**

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

By: \_\_\_\_\_  
**Mark R. MacDermaid, Partner**

By: \_\_\_\_\_  
**Juanita Aguilar, City Clerk**

Approved As To Form  
By Richard J. Figura  
City Attorney

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

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CHAPTER 9. TAXATION\*

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

Section 9.1. Power to tax--Tax limit.

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

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

Section 9.2. Subjects of taxation--Tax procedure.

(a) The subjects of ad valorem taxation for municipal purposes shall be the same as for state, county, and school purposes under the general law.

(b) Except as otherwise provided by this chapter, city taxes shall be assessed, levied, and collected in the manner provided by law.

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

Section 9.3. Exemptions.

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

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

Section 9.4. Tax day.

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

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

Section 9.5. Personal property--Jeopardy assessment.

If the Treasurer finds or reasonably believes that any person who is, or may be, liable for taxes upon personal property, the taxable situs of which was in the city on tax day, intends to depart or has departed

from the city; or to remove or has removed therefrom personal property which is, or may be, liable for taxation; or to conceal or conceals himself or his property; or does any other act tending to prejudice, or to render wholly or partly ineffectual the proceedings to collect such tax, he shall proceed to collect the same as a jeopardy assessment in the manner provided by law.

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

Section 9.6. Preparation of the assessment roll.

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

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

Section 9.7. Board of Review.

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

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

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

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

Section 9.8. Duties and functions of Board of Review.

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

Section 9.9. Meetings of Board of Review.

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

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

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

Section 9.10. Notice of meetings.

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

Section 9.11. Certification of roll.

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

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

Section 9.12. Validity of assessment roll.

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

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

Section 9.13. Clerk to certify levy.

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

Section 9.14. City tax roll.

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

Section 9.15. Taxes a debt and lien.

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

Section 9.16. Tax roll certified for collection.

After spreading the taxes and placing other assessments and charges upon the roll, the Assessor shall certify the tax roll, and attach his warrant thereto directing and requiring the Treasurer to collect, prior to March first of the following year, from the several persons named in the roll the several sums mentioned therein opposite their respective names as a tax, charge, or assessment. Said warrant shall grant to and vest

in the Treasurer, all the statutory powers and immunities possessed by township treasurers for the collection of taxes. The tax roll shall be delivered to the Treasurer on or before the thirtieth day of June.

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

Section 9.17. Tax payment date.

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

Section 9.18. Taxes due--Notification thereof.

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

Section 9.19. Tax payment schedule.

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

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

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

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

Section 9.21. State, county and school taxes.

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

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

Section 9.22. Protection of city lien.

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

Section 9.23. Collection of delinquent taxes.

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

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

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

Section 9.24. Disposition of real property held by city.

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

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

YES: Porath, Shumaker, Abrams, Gilbert, Hicks, Krueger, Pinkston.  
NO: None. Motion Declared Carried.

**COMMISSION APPOINTMENTS**

**Resolution No. 150914-06**

**(Carried)**

Motion by Councilmember Pinkston  
Second by Mayor Pro-Tem Abrams

**I Move** the Swartz Creek City Council concur with the Mayor and City Council appointments as follows:

- |                    |  |                        |
|--------------------|--|------------------------|
| <b>#150914-06A</b> | <b><u>MAYOR RE-APPOINTMENT:</u></b><br>Downtown Development Authority<br>Four-Year Term Expiring June 30, 2019                             | <b>Sandy Raffaelli</b> |
| <b>#150914-06B</b> | <b><u>MAYOR APPOINTMENT:</u></b><br>Local Officers Compensation Commission<br>Five-Year Term (Remainder of)<br>Expiring September 30, 2018 | <b>James Barclay</b>   |
| <b>#150914-06C</b> | <b><u>MAYOR APPOINTMENT:</u></b><br>Local Officers Compensation Commission<br>Five-Year Term Expiring September 30, 2020                   | <b>Dennis Novak</b>    |

- |             |  |                         |
|-------------|--|-------------------------|
| #150914-06D | <b><u>MAYOR RE-APPOINTMENT:</u></b><br>Local Officers Compensation Commission<br>Five-Year Term Expiring September 30, 2020                | <b>David Alexander</b>  |
| #150914-06E | <b><u>MAYOR APPOINTMENT:</u></b><br>Local Officers Compensation Commission<br>Five-Year Term (Remainder of)<br>Expiring September 30, 2016 | <b>Larry Cummings</b>   |
| #150914-06F | <b><u>MAYOR RE-APPOINTMENT:</u></b><br>Parks and Recreation Advisory Board<br>Three-Year Term Expiring December 31, 2018                   | <b>Pat Williams</b>     |
| #150914-06G | <b><u>MAYOR RE-APPOINTMENT:</u></b><br>Parks and Recreation Advisory Board<br>Three-Year Term Expiring December 31, 2018                   | <b>Rodney Gardner</b>   |
| #150914-06H | <b><u>MAYOR RE-APPOINTMENT:</u></b><br>Parks and Recreation Advisory Board<br>Three-Year Term Expiring December 31, 2018                   | <b>Michael Shumaker</b> |
| #150914-06I | <b><u>MAYOR RE-APPOINTMENT:</u></b><br>Parks and Recreation Advisory Board<br>Three-Year Term Expiring December 31, 2018                   | <b>Rick Henry</b>       |
| #150914-06J | <b><u>MAYOR RE-APPOINTMENT:</u></b><br>Parks and Recreation Advisory Board<br>Three-Year Term Expiring December 31, 2018                   | <b>Ron Schultz</b>      |
| #150914-06K | <b><u>MAYOR RE-APPOINTMENT:</u></b><br>Parks and Recreation Advisory Board<br>Three-Year Term Expiring December 31, 2018                   | <b>Rae Lynn Hicks</b>   |
| #150914-06L | <b><u>MAYOR RE-APPOINTMENT:</u></b><br>Parks and Recreation Advisory Board<br>Three-Year Term Expiring December 31, 2018                   | <b>James Florence</b>   |
| #150914-06M | <b><u>MAYOR RE-APPOINTMENT:</u></b><br>Parks and Recreation Advisory Board<br>Three-Year Term Expiring December 31, 2018                   | <b>Joe Perreault</b>    |
| #150914-06N | <b><u>MAYOR RE-APPOINTMENT:</u></b><br>Parks and Recreation Advisory Board<br>Three-Year Term Expiring December 31, 2018                   | <b>Larry Cummings</b>   |

YES: Shumaker, Abrams, Gilbert, Hicks, Krueger, Pinkston, Porath.  
 NO: None. Motion Declared Carried.

**STREET USAGE PERMIT, ANNUAL SCHOOL HOMECOMING FOOTBALL PARADE**

**Resolution No. 150914-07**

**(Carried)**

Motion by Councilmember Porath  
 Second by Mayor Pro-Tem Abrams

**I Move** the City of Swartz Creek approve the application of the Swartz Creek Student Council to conduct their annual High School Homecoming Parade on Friday, October 2, 2014 from 4:45 pm to 6:30 pm. Parade route as follows:

Crapo/Maple, Northbound to Miller  
Miller Westbound to Fairchild  
Fairchild Southbound to Middle School

Under the direction and control of the office of the Chief of Police and in accordance with the stipulations and conditions set forth in the permit and application.

YES: Abrams, Gilbert, Hicks, Krueger, Pinkston, Porath, Shumaker.  
NO: None. Motion Declared Carried.

**MEETING OPEN TO THE PUBLIC:**

Joanne Holmquist, 5323 Miller Road, commented that she has a mosquito problem since the water main break.

**REMARKS BY COUNCILMEMBERS:**

Councilmember Gilbert wanted to know where the street lights are for Miller Road between Springbrook and the Methodist Church, there are only wires hanging down. City Manager, Adam Zettel responded he would do some follow-up with Consumers Energy. Councilmember Gilbert also commented that the no parking sign in front of his house is gone. City Manager, Adam Zettel explained that the entire signage plan was redone during the paving project.

Councilmember Hicks commented that new basketball hoops are still there. She also commented that some of the Art Fair Vendors were smoking. Doug Stephens responded that he will make sure that the no smoking in the park is brought up next year to the vendors.

Councilmember Shumaker commented on height of buildings in regards to flight path. He also commented that Consumers Energy is changing out electric/gas meters in the area. He also noticed that the City of Fenton in the park area they have a dispenser with bags for animal waste disposal.

Councilmember Porath commented with the current police issues going on today in the U.S., he wanted to know if there is going to be any changes with the way police work is done on the streets, such as only one officer in a car. City Manager, Adam Zettel responded he isn't aware of any changes, such as two officers to a car.

Mayor Pro-Tem Abrams commented that he thought the article about Officer Paul in The View was very good and the award is very well deserved. He also commented about the new K9's (Roscoe) name. He asked the council to read an article in the MML magazine about the Michigan Tax Tribunal he commented it was very interesting.

Mayor Krueger commented he was glad to hear we have the new police dog.

**Adjournment**

**Resolution No. 150914-08**

**(Carried)**

Motion by Councilmember Shumaker  
Second by Councilmember Hicks

**I Move** the Swartz Creek City Council adjourn the regular meeting at 8:19 pm.

Unanimous Voice Vote.

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**David A. Krueger**  
**Mayor**

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**Juanita Aguilar, City Clerk**

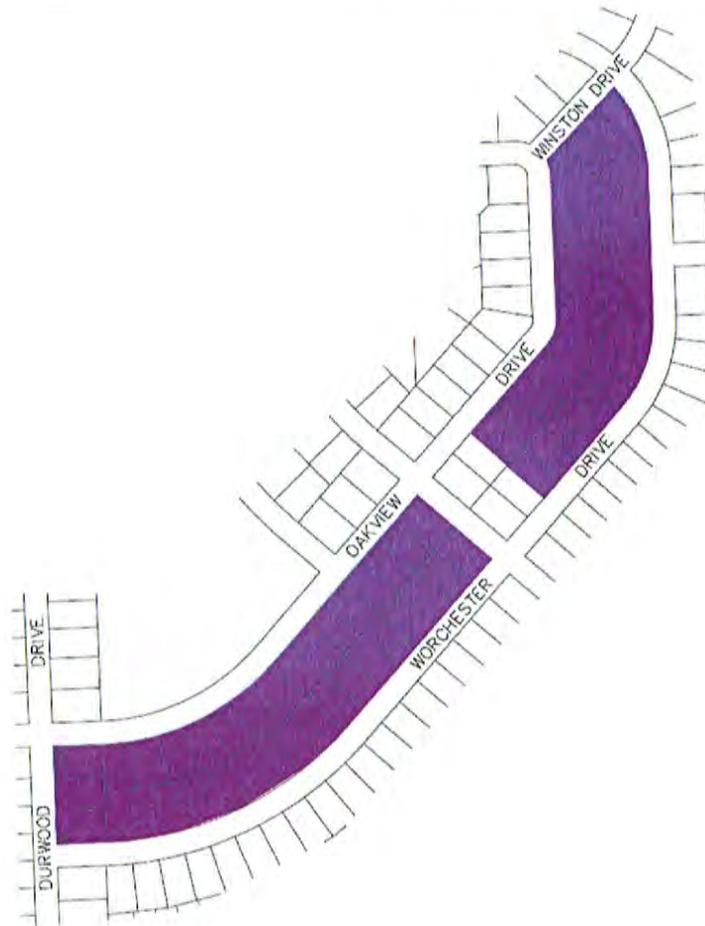
**CITY OF SWARTZ CREEK**  
SANITARY SEWER REHABILITATION  
STATUS REPORT  
**August 2015**

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**1. COMPLETED WORK –**

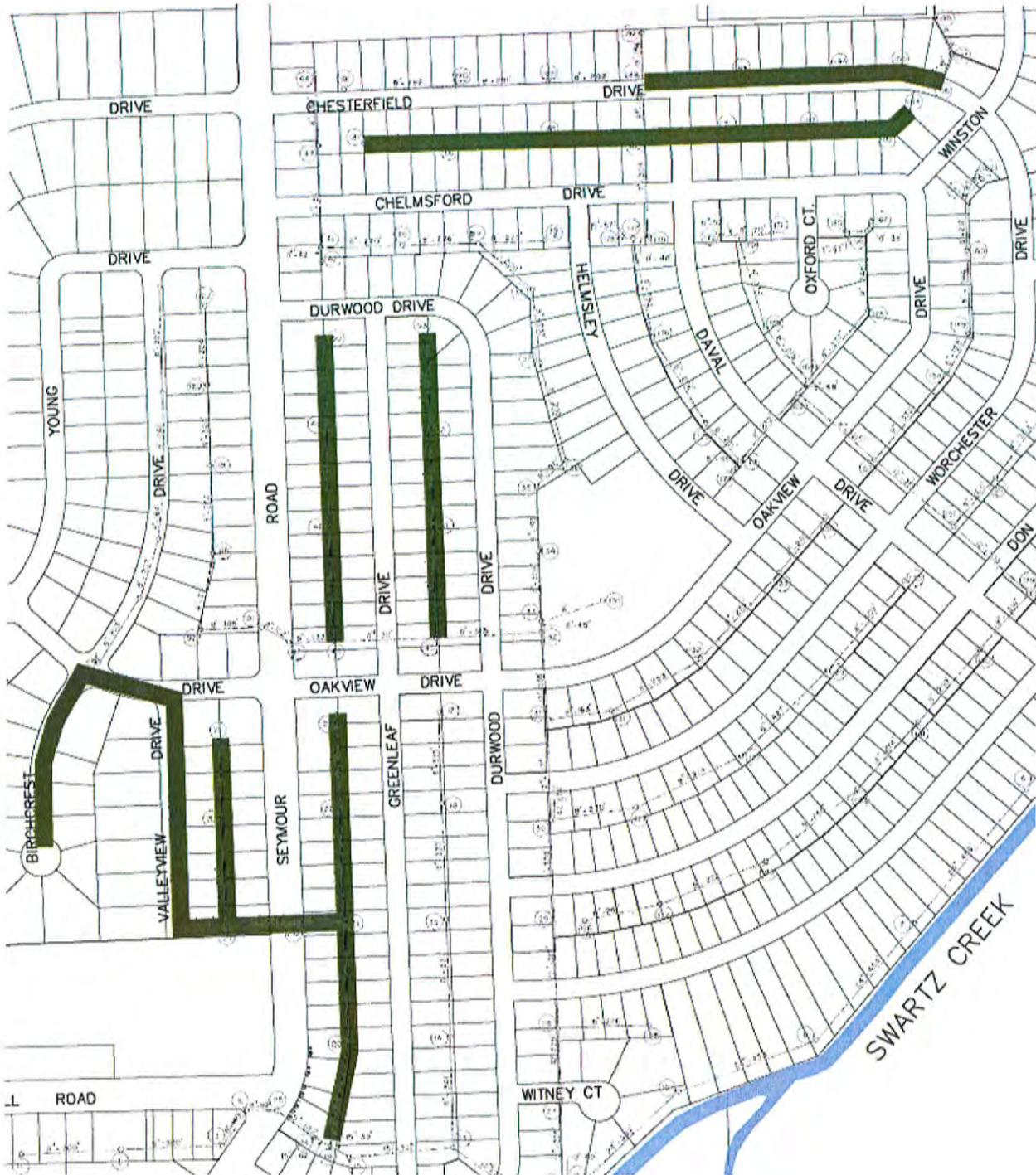
- Winchester Village has been the priority for all rehabilitation efforts; a majority of the collection system in this area was constructed in the rear yards making pipe replacement very costly.
- Since 2008, nearly 20,000 feet of sanitary sewer main has been rehabilitated through the lining process.
- 2014/2015 Projects-

- Approximately 2,000 feet of sanitary sewer adjacent to Worchester Drive was lined (see below):



Prepared by:  
**ROWE PROFESSIONAL  
SERVICES COMPANY**

- Sewer televising was completed on approximately 9,400 lineal feet of main located near Greenleaf, Valleyview and Chelmsford (see map below).



Prepared by:  
**ROWE PROFESSIONAL  
SERVICES COMPANY**

2. **2015/2016 PROJECTS-**

- Sewer lining will be completed on approximately 2,000 lineal feet of main located near Oakview and Durwood (see map below). Costs for sewer lining are estimated at \$120,000. In addition, \$50,000 is earmarked for flushing sanitary sewer lines at various locations throughout the city.



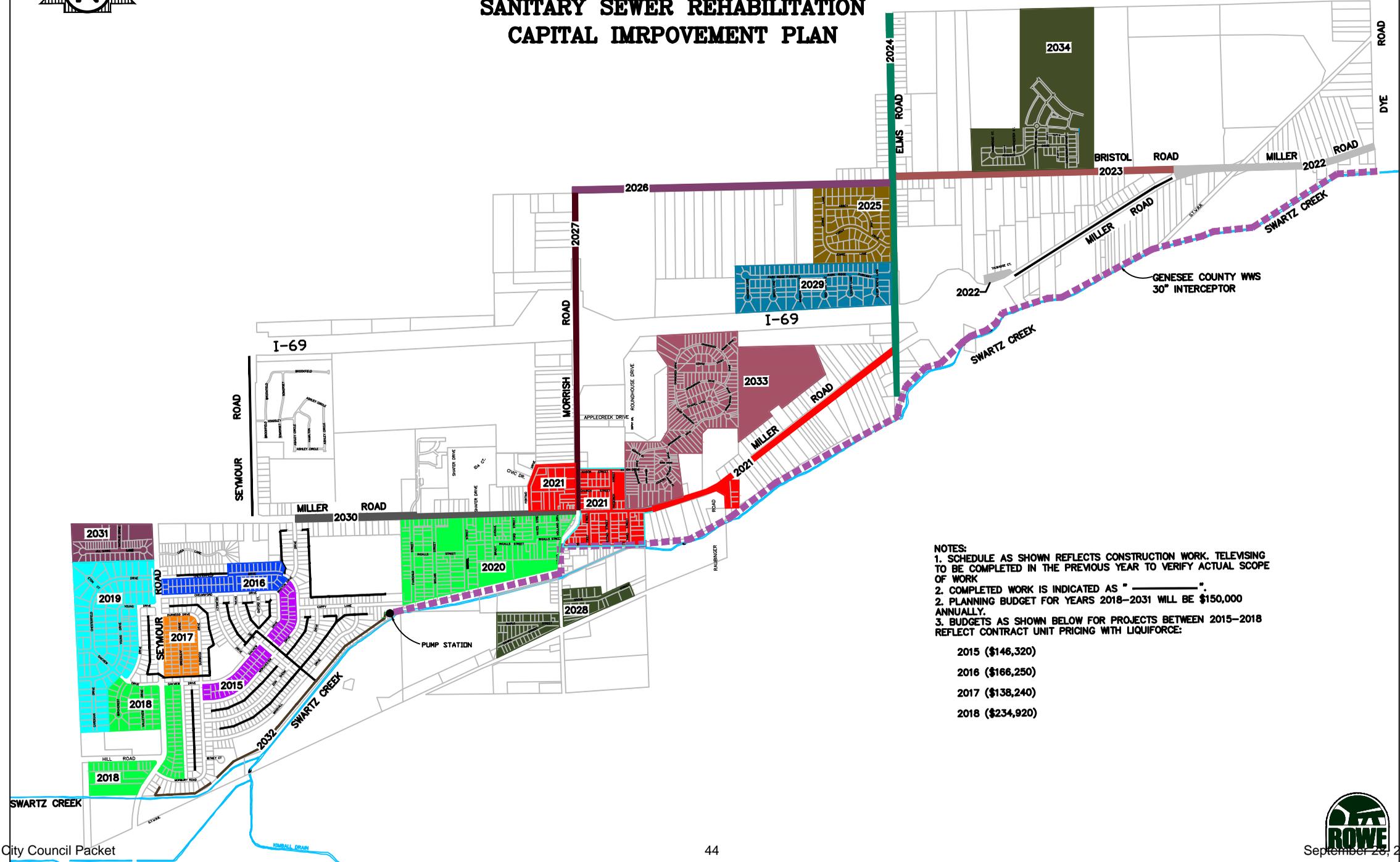
3. **FUTURE WORK -**

- Future improvements are planned as shown on the attached “Capital Improvement Plan” map.



# CITY OF SWARTZ CREEK

## SANITARY SEWER REHABILITATION CAPITAL IMPROVEMENT PLAN



- NOTES:**
1. SCHEDULE AS SHOWN REFLECTS CONSTRUCTION WORK. TELEVISION TO BE COMPLETED IN THE PREVIOUS YEAR TO VERIFY ACTUAL SCOPE OF WORK
  2. COMPLETED WORK IS INDICATED AS " \_\_\_\_\_".  
PLANNING BUDGET FOR YEARS 2018-2031 WILL BE \$150,000 ANNUALLY.
  3. BUDGETS AS SHOWN BELOW FOR PROJECTS BETWEEN 2015-2018 REFLECT CONTRACT UNIT PRICING WITH LIQUIFORCE:

2015	(\$146,320)
2016	(\$166,250)
2017	(\$138,240)
2018	(\$234,920)





September 23, 2015

City of Swartz Creek  
8083 Civic Center Dr.  
Swartz Creek MI 48473

**Attn: Mr. Tom Svrcek**  
**Re: 2015 / 2016 Sanitary Sewer Rehabilitation Program**

As requested, we have prepared estimates to complete the scope of work outlined in the attached during the 2015 / 2016 budget year. Our estimates have been prepared utilizing the unit rates and work requirements specified in our current Agreement. We have anticipated this work to be performed between November 1st and May 30, 2016.

Our estimates have been established utilizing scaled quantities including some assumed totals where detailed information was not available. Billing will be completed based on actual field measurements. Should variances between estimated and actual quantities then we will inform you prior to proceeding.

If you have any questions or require further information please feel free to contact me directly. We look forward to continuing to work with you and the City of Swartz Creek in the future.

Sincerely,

*John Thompson*

Technical Representative

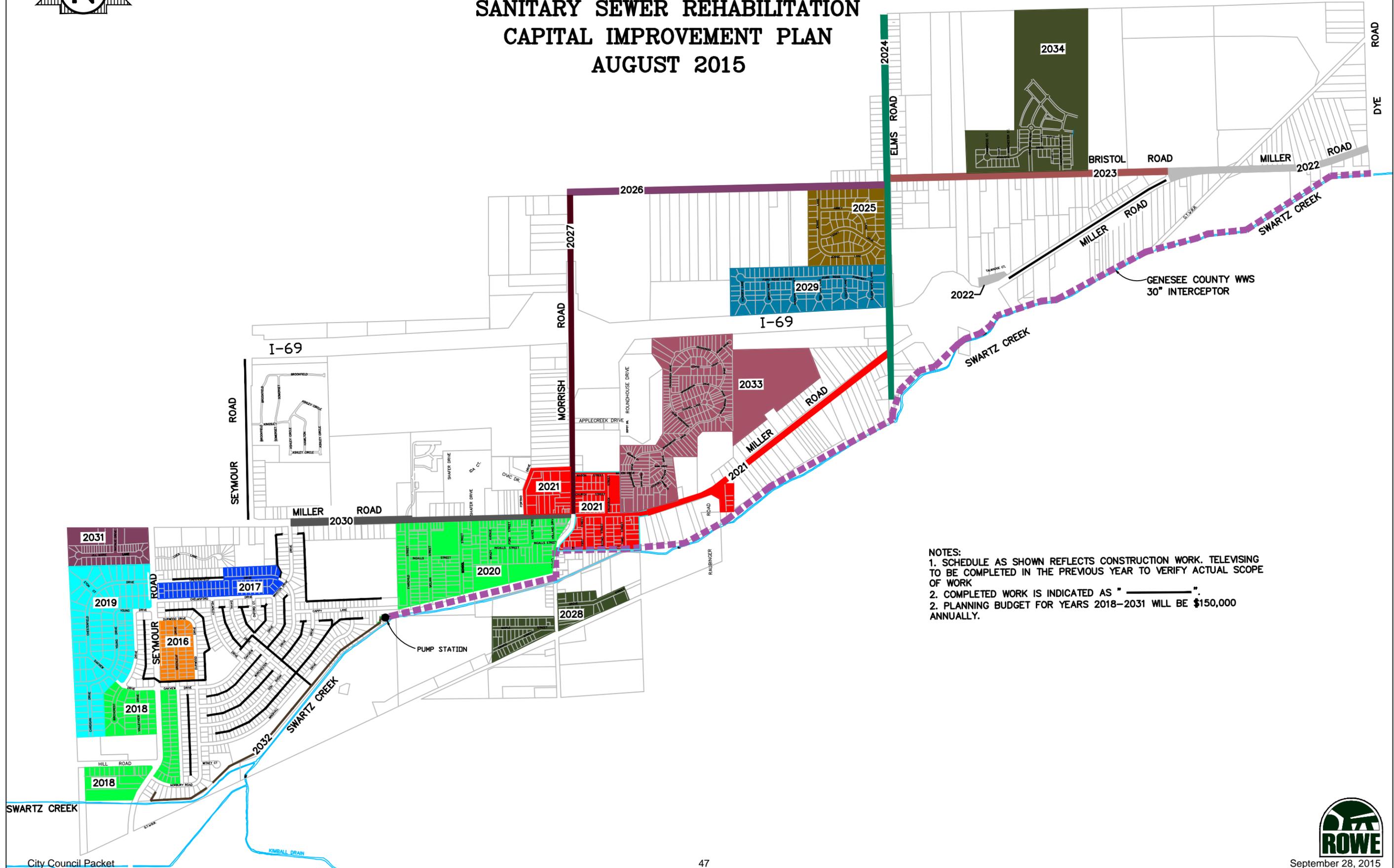
**CITY OF SWARTZ CREEK  
SANITARY SEWER TRENCHLESS REHABILITATION  
ITEMIZED BID SHEET  
2015 / 2016 Project Estimate**

ITEM	DESCRIPTION	UNIT	UNIT PRICE	Video Seymour / Greenleaf MH 50 - MH 46 (Clean & Video)		Greenleaf / Durwood MH 53 - MH 45 (Clean & Video)		Seymour / Valleyview MH 71 - MH 54 - MH 21 (Clean & Video)	
				Qty	Item	Qty	Item	Qty	Item
<b>PART I - Cleaning, Video Inspection &amp; Reaming</b>									
A	High Pressure Water Jet Cleaning. All Sizes	FT	\$ 3.25		\$ -		\$ -		\$ -
B	Sanitary Sewer CCTV (Closed Circuit Television) Inspection recorded on DVD	FT	\$ 1.25		\$ -		\$ -		\$ -
C	Sanitary Sewer Calcite Reaming				\$ -		\$ -		\$ -
	Light - equal or less than 20% cross sectional area loss	FT	\$ 4.00	933	\$ 3,732.00	923	\$ 3,692.00	912	\$ 3,648.00
	Heavy - greater than 20% cross sectional area loss	FT	\$ 6.00		\$ -		\$ -		\$ -
D	Sanitary Sewer Reaming/Cutting Roots with Approved Reamers and Cutters				\$ -		\$ -		\$ -
	Light - equal or less than 20% cross sectional area loss	FT	\$ 4.00		\$ -		\$ -		\$ -
	Heavy - greater than 20% cross sectional area loss	FT	\$ 6.00		\$ -		\$ -		\$ -
E	Reaming of Protruding Lateral utilizing approved remote controlled robotic reamer with CCTV assistance	EA	\$ 500.00		\$ -		\$ -		\$ -
F	Lateral Reinstatement	EA	\$ 500.00	29	\$ 14,500.00	29	\$ 14,500.00	8	\$ 4,000.00
<b>PART II - Structural Spot Repair as determined by Engineer</b>					\$ -		\$ -		\$ -
A	Pipe point structural spot repair with Cured-In-Place pipe (inverted tube liner) as specified including: sewer cleaning, pre and post video inspection with DVD and report.				\$ -		\$ -		\$ -
	8" diameter - 3' to 10' length	EA	\$ 2,500.00		\$ -		\$ -		\$ -
	8" diameter - additional length greater than 10'	FT	\$ 75.00		\$ -		\$ -		\$ -
	10" diameter - 3' to 10' length	EA	\$ 2,500.00		\$ -		\$ -		\$ -
	10" diameter - additional length greater than 10'	FT	\$ 100.00		\$ -		\$ -		\$ -
	12" diameter - 3' to 10' length	EA	\$ 2,750.00		\$ -		\$ -		\$ -
	12" diameter - additional length greater than 10'	FT	\$ 100.00		\$ -		\$ -		\$ -
	15" diameter - 3' to 10' length	EA	\$ 3,000.00		\$ -		\$ -		\$ -
	15" diameter - additional length greater than 10'	FT	\$ 100.00		\$ -		\$ -		\$ -
	18" diameter - 3' to 10' length	EA	\$ 3,500.00		\$ -		\$ -		\$ -
	18" diameter - additional length greater than 10'	FT	\$ 100.00		\$ -		\$ -		\$ -
<b>PART III - Sanitary Sewer Lateral Cleaning and Repairs</b>					\$ -		\$ -		\$ -
A	Lateral sewer CCTV (Closed Circuit Television) Inspection through mainline sewer including DVD and report.	EA	\$ 500.00		\$ -		\$ -		\$ -
B	Installation of 6" Diameter inverted type CIPP Lateral Liner (up to R.O.W.) from mainline sewer, including vacuum excavation and installation of a clean out to surface. Preparatory work of cleaning and removal of debris in the lateral and temporary rest	EA	\$ 4,000.00		\$ -		\$ -		\$ -
<b>PART IV - Sanitary Sewer Joint Testing and Sealing</b>					\$ -		\$ -		\$ -
A	Sanitary Sewer Pipe Joint Sealing with approved Sealant including testing and removal of excess grout.				\$ -		\$ -		\$ -
	8" Diameter	JOINT	\$ 45.00		\$ -		\$ -		\$ -
	10" Diameter	JOINT	\$ 45.00		\$ -		\$ -		\$ -
	12" Diameter	JOINT	\$ 50.00		\$ -		\$ -		\$ -
	15" Diameter	JOINT	\$ 55.00		\$ -		\$ -		\$ -
	18" Diameter	JOINT	\$ 60.00		\$ -		\$ -		\$ -
<b>PART V - Structural CIPP Lining (Fully Deteriorated)</b>					\$ -		\$ -		\$ -
A	Manhole to Manhole CIPP Lining for 8" Diameter Mains	FT	\$ 36.00	933	\$ 33,588.00	923	\$ 33,228.00	912	\$ 32,832.00
B	Manhole to Manhole CIPP Lining for 10" Diameter Mains	FT	\$ 38.00		\$ -		\$ -		\$ -
C	Manhole to Manhole CIPP Lining for 12" Diameter Mains	FT	\$ 39.00		\$ -		\$ -		\$ -
D	Manhole to Manhole CIPP Lining for 15" Diameter Mains	FT	\$ 50.00		\$ -		\$ -		\$ -
E	Manhole to Manhole CIPP Lining for 18" Diameter Mains	FT	\$ 60.00		\$ -		\$ -		\$ -
<b>Area Totals</b>					<b>\$ 51,820.00</b>		<b>\$ 51,420.00</b>		<b>\$ 40,480.00</b>



# CITY OF SWARTZ CREEK

## SANITARY SEWER REHABILITATION CAPITAL IMPROVEMENT PLAN AUGUST 2015



NOTES:  
 1. SCHEDULE AS SHOWN REFLECTS CONSTRUCTION WORK. TELEVISION TO BE COMPLETED IN THE PREVIOUS YEAR TO VERIFY ACTUAL SCOPE OF WORK  
 2. COMPLETED WORK IS INDICATED AS " ————".  
 3. PLANNING BUDGET FOR YEARS 2018-2031 WILL BE \$150,000 ANNUALLY.

# ELMS PARK CONVERSION DESCRIPTION

## August 2015

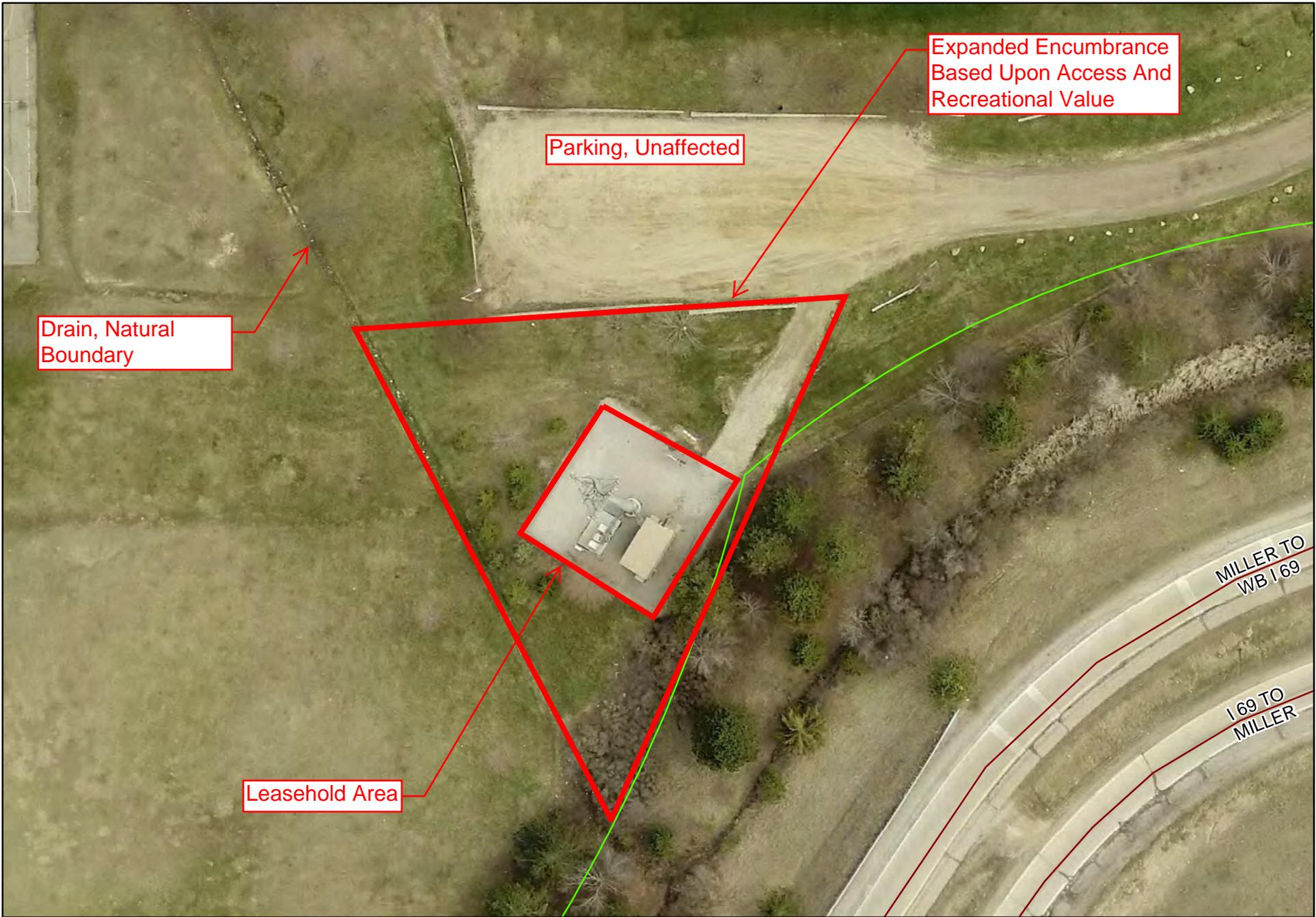
There is an issue with the leasehold (communication tower) the city has in Elms Park. The 24 acres of park land was placed in trust for recreational purposes when acquired with Land and Water Conservation Trust Fund monies (LWCF) decades ago. The communication tower was erected in 2005 without state approval to take that area, however small, out of recreational service. This came to light because of our grant application to the Department of Natural Resources (DNR).

Now the Department of Natural Resources, on behalf of the National Park Service (NPS), is requiring action. They are requesting that the city move forward with the "conversion of grant assisted properties". This means that they want the city to replace the land encumbered with the leasehold (wireless communication tower) with land somewhere else in the city that we can dedicated to recreation purposes. They prefer an adjacent site, if available, be dedicated to recreation in lieu of the leasehold.

There is an evident solution and an objective procedural path forward. However, time is of the essence. The city council has recommended moving forward with conversion of 2.76 acres of vacant land that the city owns adjacent to Elms Park and the Consumers Power site. Maps are attached to reflect the encumbrance and potential conversion property. This tract of land is NOT technically part of Elms Park or in the park plan. However, this land is passively used by park patrons and is slated to accommodate part of the regional trail system that is proposed. The NPS has tentatively agreed that this would be a good option.

What is next? This process is not the quickest (the guidance document is attached), and there are many state level reviews that are needed (environmental reviews, State Historic Preservation Office, etc.).

**The concept is to take the land encumbered by the lease, totaling 0.404 acres out of recreation service and place 2.76 acres next to Elms Park into service** as recognized by the DNR and NPS. This concept is to be open for review and comment by the public, with a **public hearing set for September 28, 2015 at or soon after 7:00 p.m.** in the city council chambers at 8083 Civic Drive, Swartz Creek, MI 48473. The city will still have the option of finding alternate sites or potentially amending or adjusting the proposed concept.



Expanded Encumbrance  
Based Upon Access And  
Recreational Value

Parking, Unaffected

Drain, Natural  
Boundary

Leasehold Area

MILLER TO  
WB 169

169 TO  
MILLER





# **NOTICE OF PUBLIC HEARING CITY OF SWARTZ CREEK**

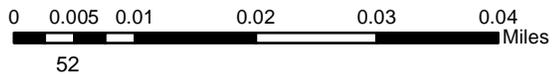
Notice is hereby given that a public hearing shall be held on September 28, 2015, at or soon after 7:00 p.m., in the City Council Chambers, City Hall, 8083 Civic Drive, Swartz Creek, Michigan. The purpose of this hearing shall be to review and comment on the potential conversion of 2.76 acres of vacant land on Tallmadge Court to permanent public recreation use, in lieu of 0.404 acres of land in Elms Park that is impacted by a wireless communication tower lease. The public is encouraged to review available maps and related information on this conversion at City Hall. Written comments may be submitted prior to or at the hearing.

Juanita Aguilar, City Clerk  
City of Swartz Creek, Michigan

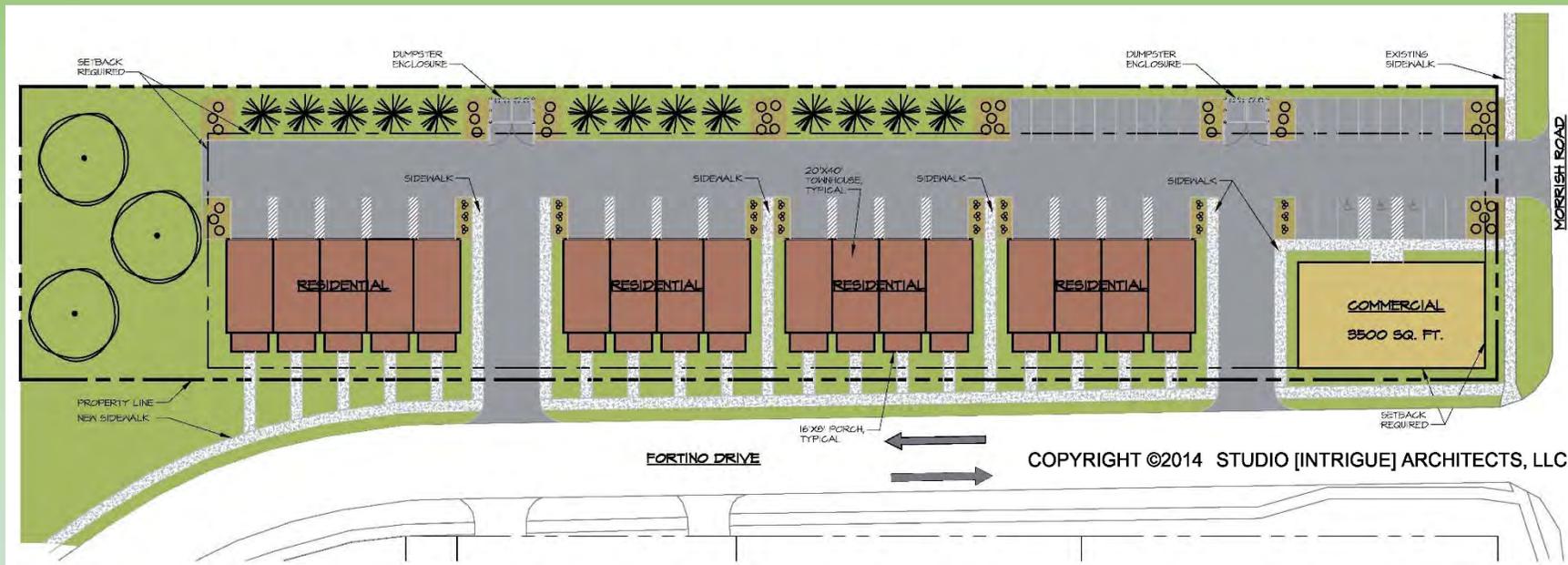
“An Equal Opportunity Employer”



City of Swartz Creek  
Fortino North



Architect rendering of one option for North Fortino



PRELIMINARY MASTER PLAN



Row houses. The DDA discussed two level row housing with clapboard siding to better fit the farming community heritage.



DEVELOPMENT EXAMPLES – ROW HOUSES





City of Swartz Creek  
Fortino East



August 18, 2015

Mr. Tom Svrcek  
City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473-1377

Phone 810 635 4464  
FAX 810 635 2887  
[tsvrcek@cityofswartzcreek.org](mailto:tsvrcek@cityofswartzcreek.org)

## PROPOSAL

Description: Overband Crack Seal roads at the direction of Mr. Svrcek.

Quantity: Minimum quantity 7,100 lbs.

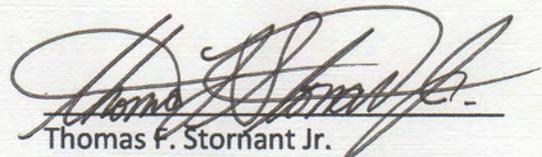
Price: \$1.40 per lb.

Terms: 15 Days.

Accepted:

---

Tom Svrcek  
City of Swartz Creek



Thomas F. Stornant Jr.  
Scodeller Construction Co. Inc.



Contracting For Pavement Preservation  
Equal Opportunity Employer





4032 Grandview Dr. #11  
Flushing, MI 48433

(810) 659-5400 (877) 659-5400  
Fax: (810) 249-5391

www.asphaltmanagementinc.com

Email: sales@asphaltmanagementinc.com

Estimate # 7303

Date: 9/17/2015

City of Swartz Creek  
8083 Civic Dr  
Swartz Creek, MI 48473

Customer Contact: Tom Svrcek  
Customer Phone: 517-719-8071  
Customer E-mail: tsvrcek@cityofswartzcreek.org

Job Location:

Item	Description	Total
Hot Crack Repair	\$4.35 per lb. of rubber (based on 7,100 lbs.) * Hot air blow cracks with heat lance to remove loose dirt and debris to improve adhesion. * Widen cracks as needed to accept material. This provides a uniform width. * Back fill deep cracks where needed. * Fill and seal crack with crackfiller that will meet or exceed federal specifications. * Broadcast silica sand over rubber when needed. * Includes all rubber equipment and one (1) extra chase vehicle behind rubber crew for traffic control  NOTE: Additional traffic safety will be supplied by the City of Swartz Creek	

**\*\*\*Payment due upon completion of job unless arrangements are made prior to beginning of work\*\*\***

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

**Acceptance of Proposal**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Legal fees and court costs incurred in the collection of monies owed according to this contract will be borne by the customer.

There shall be a (1) year guarantee on the materials and workmanship. Work to be performed can only be guaranteed if area that Asphalt Management Inc. repaired is failing due to our materials or workmanship. We can not guarantee any repair if the area around the repair is already cracked, damaged, failed or has defects in sub-base. The guarantee shall be limited to the replacement of the material and application of same. Any alteration or derivation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above contract price. All agreements contingent upon strikes, accidents or delays beyond our control. Owner of September 28, 2015 fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensaton Insurance.

**From:** [Tom Svrcek](#)  
**To:** [Adam Zettel](#)  
**Subject:** FW: over band crack seal  
**Date:** Wednesday, September 23, 2015 1:29:42 PM

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**From:** Jeff Demek [mailto:[jeffdemek@comcast.net](mailto:jeffdemek@comcast.net)]  
**Sent:** Wednesday, September 16, 2015 6:41 AM  
**To:** 'Tom Svrcek' <[tsvrcek@cityofswartzcreek.org](mailto:tsvrcek@cityofswartzcreek.org)>  
**Subject:** RE: over band crack seal

Tom,  
At this time our schedule is full up.  
We appreciate the request and please give us another chance next year.  
Thanks,

**Jeffrey S Demek P E**, President  
Highway Maintenance & Construction  
*Over 43 years in Business*  
Office: (734) 941-8885  
Cell: (734) 718-3789

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**From:** Tom Svrcek [mailto:[tsvrcek@cityofswartzcreek.org](mailto:tsvrcek@cityofswartzcreek.org)]  
**Sent:** Friday, September 4, 2015 9:38 AM  
**To:** [jeffdemek@comcast.net](mailto:jeffdemek@comcast.net)  
**Subject:** over band crack seal

1 Morrish rd Bristol to bridge 2 seymour rd miller to hill 3 bristol elm to miller thanks would like a per pound price min of 7100 lbs.