

**City of Swartz Creek  
AGENDA**

**Regular Council Meeting, Monday, April 25, 2016, 7:00 P.M.**

**Paul D. Bueche Municipal Building, 8083 Civic Drive Swartz Creek, Michigan 48473**

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
  - 4A. Council Meeting of March 28, 2016 MOTION Pg. 15
5. **APPROVE AGENDA:**
  - 5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
  - 6A. City Manager's Report MOTION Pg. 2
  - 6B. Consumers Energy Notice Pg. 28
  - 6C. Draft Police Authority Board Minutes Pg. 30
  - 6D. Concrete Street Repair Bids Pg. 36
  - 6E. Sunoco Agreement Pg. 40
  - 6F. 2015 Water Consumer Confidence Report Pg. 54
7. **MEETING OPENED TO THE PUBLIC:**
  - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
  - 8A. Concrete Street Repair Bid Approval RESO Pg. 12
  - 8B. Sunoco Blight Elimination Grant Agreement RESO Pg. 13
10. **MEETING OPENED TO THE PUBLIC:**
11. **REMARKS BY COUNCILMEMBERS:**
12. **ADJOURNMENT:** MOTION

**April & May Calendar**

Police Authority:	Wednesday, April 27, 2016, 10:00 a.m., Mundy Twp
Planning Commission:	Tuesday, May 3 2016, 7:00 p.m., PDBMB
Park Board:	Wednesday, May 4, 2016, 6:00 p.m., PDBMB
City Council:	Monday, May 9, 2016, 7:00 p.m., PDBMB
Downtown Development Authority:	Thursday, May 12, 2016, 6:00 p.m., PDBMB
Fire Board:	Monday, May 16, 2016, 7:00 p.m., Public Safety Building
City Council:	Monday, May 23, 2016, 7:00 p.m., PDBMB
Police Authority:	Wednesday, May 25, 2016, 10:00 a.m., PDBMB
<i>Offices Closed on Monday, May 30, 2016 (Memorial Day)</i>	

**City of Swartz Creek  
CITY MANAGER'S REPORT**

**Regular Council Meeting of Monday, April 25, 2016 - 7:00 P.M.**

**TO: Honorable Mayor, Mayor Pro-Tem & Council Members**  
**FROM: Adam Zettel, City Manager**  
**DATE: April 21, 2016**

**ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS**

✓ **OUTSTANDING APPEALS (Update)**

The Genesee Valley Meadows Golf Course is under agreement for an appraisal. This is due for a hearing by the Michigan Tax Tribunal in June.

For now, our assessor recommends we hold position on the raceway and mini-storage. Staff has settled negotiated appeals for El Portrero and the Carriage Plaza that the assessor found reasonable upon submission of a privately funded appeal. A complete listing of outstanding appeals is as follows:

Year	Parcel #	Docket #	Owner	Petitioner's Representative	Current Assessed	Current Taxable	Proposed Assessed	Proposed Taxable	Status	Notes
2015	58-32-100-004	15-002500	Shkreli Investments	Fred Gordon	286,600	286,600	50,000	50,000	answered 6/16/15	Gen Valley Golf
										Assessment appears fair - recommend getting an appraisal
2015	58-35-576-039	15-002131	CenterpiecePlaza	Laura Hallahan	182,600	181,762	110,000	110,000	answered 6/9/15	8048 Miller
2015	58-35-576-040	15-002131	CenterpiecePlaza	Laura Hallahan	21,900	19,778	15,000	15,000	answered 6/9/15	8048 Miller
										Assessment appears fair - attorney to file interrogatories to get leases, income and expenses statements for potential appraisal
2015	58-35-400-001	15-001904	Sports Creek	Michael Shapiro	1,207,400	918,667	500,000	500,000	answered 6/9/15	Raceway
										Hold for now - Assessor to acquire more information
2015	58-02-200-033	15-002502	Nemer Enterprises	Kal Nemer	293,400	196,940	190,000	190,000	answered 6/16/15	Morrish Rd office
										Attorney to filed interrogatories to get leases, income and expenses statements for potential appraisal
2015	58-02-200-029	15-002787	S.C. Mini Storage	Steve Johnson	765,300	765,300	550,000	550,000	answered 8/4/15	Storage (Morrish)
										Assessment appears fair - pending further deliberation

✓ **STREETS (See Individual Category)**

✓ **MORRISH AND BRISTOL SIGNAL (Update)**

Clayton Township declined to participate in the signal installation at their meeting on April 14th. I have reached out to the township supervisor in an effort to discuss the matter further, and he expressed some of the concerns. I am hopeful that this is a delay and not the end of the effort. Moving forward, it appears the township will seek additional technical findings from the county road engineers that will assist with understanding the scope and scale of the issues. I will also be liaising with Supervisor Gehringer on the matter in the hopes that the township will consider the matter again. I will also converse with the Genesee County Road Commission for other options.

The Genesee County Road Commission projects the signal cost to be about \$36,000. The city's baseline share is 25%, but this could vary depending on negotiations and Meijer's contribution.

- ✓ **2017-2020 TRAFFIC IMPROVEMENT PROGRAM (TIP)** *(No Change of Status)*  
The three year plan for street funding has been drafted by the county, and the city has committed to a 20% match for those streets that were awarded funding.

Please note that the area of Worchester that is tentatively funded is only the section between Winston and Cappy Lane. While this is a small section only, the extra funds will doubtlessly help with the planned reconstruction. Unfortunately, if we desire the federal funds, we must wait until next year, at the soonest, to commence work.

Listed below are the portions selected for federal funding, which include:

<u>Road</u>	<u>Point of Beginning</u>	<u>Point of End</u>	<u>Length (Miles)</u>	<u>Lanes</u>	<u>Lane Feet</u>	<u>Width (Feet)</u>	<u>ADT</u>	<u>Total Cost</u>	<u>Federal Match</u>	<u>Local Match</u>
Worchester	Cappy	Winston	0.1	2	1056	28	691	\$172,474	\$137,979	\$34,495
Fairchild	Cappy	Miller	0.28	2	2956.8	44	2456	\$305,104	\$247,234	\$61,021
<b>Cost</b>										
<b>Totals:</b>								\$477,578	\$385,213	<b>\$92,365</b>

- ✓ **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)*  
The city now has a report/change order on the estimated costs for this project, and the news is good. It appears that the savings sought by the city were realized, with a reduction of \$121,355.39. Note that this is not savings under the resolution. This reflects savings under the bid amount of \$1,918,020.56. Since this was beyond our original estimate, the savings were desired to match budgeted amounts. In short, we are right on target.

Also, the noted weeds on Miller have been sprayed, cut, and hydro seeded.

- ✓ **SIGNAL PHASING STUDY FOR MILLER AND MORRISH** *(No Change of Status)*  
OHM has completed a draft of the intersection section study. At this point, they recommended altering the timing for signal phasing throughout the day. This will enable a tailored pattern of timing to better accommodate the various needs observed. Though it is possible to place a dedicated left, it would require well over \$100,000 to do so due to new requirements for "box-span" configurations. Furthermore, this configuration would likely result in a decrease to the service level for certain through-traffic movements.

We are working with Genesee County to implement the timing recommendations so that we can assess the effectiveness. If the council chooses to, we can revisit the other options mentioned.

✓ **20 YEAR STREET PLAN – ROAD FUNDING** *(Update)*

This will be our last meeting prior to the vote. If the vote passes, we will be looking to approve a slate of street projects for this season. If it fails, I will place a debriefing/discussion item on the agenda to begin moving forward in some other way.

The ballot question for the street initiative is as follows:

**SWARTZ CREEK STREET INITIATIVE BALLOT PROPOSAL**

Shall the City of Swartz Creek be authorized to levy a millage of up to a maximum of 4.220 mills (\$4.22 Per \$1,000 of taxable value) for twenty (20) years, 2016-2035, inclusive, for the purpose of funding construction and interest costs for the replacement, rehabilitation, repair, and maintenance of public streets and include pavement, sidewalk, curb, gutter, shoulders, and related drainage work within the City of Swartz Creek, the estimated revenues that will be collected during the first year of this millage as authorized and levied to be \$616,000?

The impact and revenues of a levy of 4.220 mills is estimated as follows:

Levy Impacts on Homes	4.220 mil (\$616k/year)	
	Month	Year
Home Value \$70,000 (\$35,000 taxable)	\$12.31	\$147.70
Home Value \$100,000 (\$50,000 taxable)	\$17.58	\$211.70
Home Value \$150,000 (\$75,000 taxable)	\$26.38	\$316.50

At this point, the committee is not expected to meet again until directed by the city council or otherwise called to follow up on existing matters.

✓ **2016 STREET BIDS-SCRAP TIRE GRANT** *(No Change of Status)*

Kennedy has been chosen as the contractor to repair the intersections of Fairchild-Miller and Winston-Miller, including the Winston watermain. The contract has been executed. We expect the work to start after school lets out.

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

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

Liqui-Force has just completed the 2015 projects in the Village. We did not encounter any major issues or change orders. Tom will await a final debriefing before final billing. If all goes well, we will look to begin the next phase of televising very soon.

✓ **WATER RATES** *(Update)*

The local news reports that the projected increase from the Great Lakes Water Authority to Genesee County will be 7.2%. The county indicates that the increase, based upon volume, will be **17.5%** in effect. The implementation date is slated to be July 1 of this year. Obviously, this is a continuation of the games that the GLWA plays with Genesee County, and the only relief will be completion of the KWA. I don't think the water fund can continue to lose money. The city will likely need to pass these increases along. Unfortunately, the increase is untimely and we will likely miss a quarter of sales.

✓ **KWA** *(No Change of Status)*

The KWA is planned to be treating water by June of 2017. At this point, there is a debate beginning regarding whether or not they will add fluoride to the water. Currently, the Detroit system does do so. However, there are strong opinions on both sides of the issue from the standpoint of corrosion and health. The county will look to form a working committee and seek public input before a decision is made.

✓ **WATER** *(No Change of Status)*

We continue to make progress. However, we are unable to read the master meters coming into the city due to technical issues. These are county meters, and the county still has the ability to read them. As such, I am not questioning the usage at this point in time, though it is tough for us to track. In the meantime, we continue to update key meters.

✓ **PERSONNEL: POLICIES & PROCEDURES** *(No Change of Status)*

Staff is working to print and publish the handbook.

✓ **CIVIC CAMPUS TREES** *(Update)*

We had a pair of foresters come out and survey the trees on April 18<sup>th</sup>. Thank you Erika and Dennis of the Genesee Conservation District! The news is mixed and is as follows:

The Norway Spruces (right) that line the south lot line between the senior center and city hall are generally in good shape. A few trees will need to be removed to overcome overcrowding and strengthen the grove. There are also a couple trees that have a fatal spore issue that will need to be removed in order to protect the grove.



The Austrian Pines (near right) that line the west lot line between the senior center and Mari-Dan are all history. A tip blight and needle cast have effectively wiped them out. There are a couple spruce trees there that likely have more years left in them, but the foresters indicate that we should start over with some native species that will thrive in the long run, such as a River Beech (far right).



Lastly, the Scotch Pines (right) that are prevalent on the west and north side of the library are generally salvageable, though some closer to Mari-Dan do need to come out. The foresters indicate that they are showing weakness due to competition and age. They recommend



trimming of the dead wood and fertilization, along with mulching, to extend their life.

There are also locusts, cherry trees, mulberry, and sugar maples on the campus. All of these trees should do just fine, but most require some pruning. Because trees can be an expensive business to remove and replace, I recommend we nip this problem in the bud and follow the forester's advice. This will require a substantial investment up front to remove the diseased trees, prune the dead wood, and fertilize. However, the cost is better than enabling sickness that could destroy these assets and result in removal costs. Since many of these trees act to provide visual and acoustic screens from activities that occur in the civic campus, to lose them all at once would be extremely detrimental to the function and appearance of this public place.

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

A meeting was held on Wednesday, March 23, 2016 at 7:00 p.m. at the PDBMB. Minutes from the meeting are included in the packet. Big issues right now include the consideration of retirement benefits for employees that transfer to the authority, as well as the labor negotiations.

Progress is occurring and is finally speeding up. Some actuarial work has been done which supports the proposals to terminate pensions from the city and township and start over with the authority. By terminating the pensions, the city stands to see substantial savings. The amount of these savings matches the recommended supplement that the Municipal Employees Retirement System feels is necessary to "make employees whole." This has been a big piece to the puzzle. With this complete, labor negotiations can continue.

Other major components that are outstanding include the asset transfer list, building accommodation plans, and administrative stacking.

The next meeting is scheduled for 10:00 a.m., April 27, 2016 at the Mundy Township Hall

✓ **SPRINGBROOK EAST & HERITAGE VACANT LOTS** *(No Change of Status)*

The lighting plan has been approved and funds received by the developer to support this. The developer has also placed funds into escrow to fund the remaining items on the punch list, including curb backfill on Russell and sidewalk work. As such, the escrow requirement has been deemed fulfilled on the remaining lots.

Ten of the twelve lots in Springbrook East have sold. I expect the other two to sell in the coming months so we can put this whole matter behind us.

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)*

We have a recommendation to honor the Meijer donation for the Fortino Drive sidewalk at a Tuesday night concert. This appeared to be well received by the council. Any additional thoughts?

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

The city has a responsibility to keep the public streets in the undeveloped portion of this subdivision passable. As a solution, we have been looking at contracting services to have the left over asphalt millings from the Miller Road project graded into place. The intent would be to recover incurred costs through the sale of the newly acquired parcels that the city owns in this platted subdivision. Though home building in this area may be a ways off, the city needs to ensure people can physically access their lots, so this step is likely going to be necessary in the near future. Whether the remaining infrastructure will be installed in a timely manner to move home construction forward remains to be seen.

The planning commission considered this issue as a component of the current master plan amendment. Their initial recommendation is to make the area conducive on the construction of single family homes in accordance with the original plat. To do so will require engineered drainage, a section of new sanitary sewer, and some fill/grading to the roads. Future deliberation of the planning commission and city council will determine whether or not this course is followed.

I have reached out to Gaines Township on this matter, informally. Since they have platted lots that lack necessary infrastructure adjacent to the city, it makes sense to work together on drainage and related matters.

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

The newsletter has been distributed. Let me know what you think.

✓ **MEDICAL MARIJUANA MORATORIUM & GROW HOMES** (*No Change of Status*)

These matters were discussed in detail by the Planning Commission at their meeting on April 5th. The city attorney was present and able to give counsel relating to the Michigan Medical Marijuana Act of 2008 and how it has changed its application with new case law. The commission desired to know the legality and appropriateness of the existing dispensary and growing facility laws. They also inquired about the ability to limit growing in homes.

To address the issue, the commission recommends letting the moratorium expire with a few changes to the existing ordinances. The commission, with the advice of the attorney and staff, find the existing dispensary provision to be legal and appropriate as long as it is tied to the Michigan Medical Marijuana Act of 2008. If changes to state law occur that alter the intent, this provision may need to be looked at (e.g. if retail sales are permitted, our ordinance would need to be modified/repealed).

To serve both the rights of growers and the needs of neighborhoods, the commission is advocating a position that growing in homes be limited to patients only. As a relief valve, they recommend expanding the growing facility provisions to allow for growing in light industrial districts, as well as heavy industrial districts.

Based upon these recommendations, I will look to create public notices to modify the zoning ordinance accordingly. The expectation is that a public hearing will be held by the planning commission on May 3<sup>rd</sup>.

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

RBF Construction has been selected to complete this work. I will keep the city council advised on the timeline. We will likely wait until late summer to ensure lower flows on water that may inflow or infiltrate into the sewer system. Doing so will lower the risk of complications during a time in which not all pumps will be operational.

✓ **SUNOCO** *(Update-Business Item)*

The agreement with the State of Michigan for demolition and tank removal is attached! If the city council elects to move forward, which I assume it will, we should have the site cleared by the end of June. A resolution and the state agreement are included. As previously described, this is an effort to remove the building, canopy, and tanks. The project is expected to cost about \$32,000, with \$22,000 pledged by the state and \$10,000 pledged by the Downtown Development Authority. (Note that the city has been incurring some administrative and legal costs to engage Exxon with site cleanup). Based upon bids, additional funds may be needed from the DDA or city.

We are electing to wait until after Hometown Days so that there is not a open hole in the ground during the festivities. We hope that, in the meantime, we can work with Exxon to close the site out (clean it up) in the eyes of the state. This will require removal of soils by Exxon. It may also require deed restrictions to the gas station site by the city as its owner. When I learn more, I will report what role we are being asked to play. If it requires deed restrictions, Exxon may be willing to pay for such rights in the form of improving the site after remediation.

We don't have a date yet, but an Exxon representative is expected to come to Michigan in May to meet about their clean up needs and what the city can do to expedite the process. Again, we hope to get some benefit from cooperating on potential deed restrictions and a potential water withdrawal ordinance.

On that note, we will need to repurpose the site. Some folks would like to see it sold and developed. Another popular use, and the most likely, is the conversion to plaza/parking space that can ease the parking burden of local businesses and provide an attractive spot for activities on weekends, such as the Farmers Market.

Note that staff is attempting to have some items removed by scrappers so that the cost of demolition is reduced and any other perceived abatements associated with those features are no longer present during the grant phase.

✓ **ELMS PARK GRANT** *(Update)*

The grant agreement has been executed by all parties. We are now awaiting the release of bids for the work, which need to be signed off on by the DNR. We are attempting to separate the bathroom renovation from the more intensive site work, with the goal being to have the bathrooms ready for use mid-summer. However, the default timeline puts the bulk of the work in September of this year.

In addition, the Kiwanis Club is seeking an additional grant in the amount of \$10,000 to contribute to this cause.

✓ **FINANCE DIRECTOR DUTIES** *(No Change of Status)*

Ms. Aguilar has not further specified a retirement date, though she indicated it would be in late 2016. We are moving forward with structuring the office duties with this knowledge.

✓ **MASTER PLAN HEARING** *(No Change of Status)*

A master plan public hearing date has been set for the regular planning commission meeting that is to be held on May 3, 2016. Notices and draft plans have been mailed to appropriate parties. The Genesee County Metropolitan Planning Commission endorsed the plan at their meeting on April 5, 2016.

✓ **FIRE CHIEF PAY** *(Update)*

Clayton Township did not approve the Fire Board resolution to alter the fire chief's pay. I am not sure if the issue will be revisited. The city affirmed the Fire Board resolution at its regular meeting on April 11<sup>th</sup>. The report was as follows:

The fire board has been considering alternate methods of compensating the fire chief. There was discussion regarding the split system in which the position is salaried, with additional hourly pay for runs. There is also a desire by the chief to allow a portion of the compensation to be delivered in the form of a benefit instead of wages. The resolution ultimately passed is as follows:

“Be it resolved that the Department's Chief shall be paid salary only, the Chief shall no longer be paid for fire runs, the Chief shall not be paid any payment in excess of his salary without express approval of the Fire Board or receive any other compensation. The total amount payable to the Department Chief shall be \$33,628.00 including any expenses required under the Affordable Care Act. The Chief may elect to receive his compensation in the form of the stated salary or may elect to receive some compensation in the form of departments paid benefits, as long as the total of payroll payments and benefits do not exceed \$33,628.00. This resolution shall be of no effect until approved by the City of Swartz Creek and Clayton Townships.”

The compensation package is based upon the chief's current salary plus the addition of an average of what he received in previous years for hourly pay. The intention was to keep the change revenue-neutral for all parties. I can see no impact on the service received by the city or the departmental expenses incurred by the city, save that the proration of hourly expenses will not be split evenly by the municipalities instead of apportioned based upon the chief's presence at billable fire runs. I see no reason to go against the recommendation of the committee and subsequent board resolutions. A resolution is included in the affirmation, as requested by the fire board.

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

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

Consumers Energy is holding another hearing related to provisional charges for power generation and distribution.

✓ **CONSUMER CONFIDENCE REPORT (Update)**

The 2015 CCR for our community has been completed and published, ahead of schedule. As usual, the water quality for our city meets or exceeds expectations. The report is included with the packet.

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

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

The commission had their regular April meeting on the 5th. The commission discussed grow houses and other medical marijuana matters. More detail is provided in an earlier section of this report.

The planning commission was joined by Mr. Jentery Farmer. He is happy to serve.

✓ **DOWNTOWN DEVELOPMENT AUTHORITY (Update)**

The board met on April 14, 2016. Many folks were out of town, but they were still able to have discussion on the budget, Sunoco, and the Fortino Drive concept.

Connie King was selected as the secretary for the board. The DDA also endorsed a draft budget that will accompany the city budget in the coming months. They should have more revenues this year, and those are being targeted towards physical improvements of the downtown, including the Sunoco site.

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

The zoning board of appeals held their annual meeting on March 16<sup>th</sup>, 2016, in which they selected officers. Things were a bit different this year because Mr. Schultz has resigned his seat due to a planned move to Flint Township. His departure vacated the seat of Chair. In his absence the board selected Mr. James Packer as the Chair and Mr. Robert Plumb as the Vice-Chair. Mr. Ronald Smith retained his position as board secretary.

The board also planned to hold training at the March meeting. However, with an open vacancy, they elected to wait until May or later to do so, assuming a full complement of board members. There are no other appeals, variances, or interpretations scheduled.

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

The board met on April 6, 2016 to discuss fundraising for the tot-lot. They plan to hold a kickoff on April 21st of the efforts to raise at least \$25,000. Features of the fundraiser are intended to include a webpage, social media strategy, online payment platform, paper media, and methods of distribution.

There is an update on the dog park, which was previously approved by the board but has yet to be reviewed by the city council. We await final presentation from the Eagle Scout candidate.

Lastly, there is discussion concerning a memorial for Michael Shumaker, Ronald Vincent, and David Ketzler (all are known for their forestry efforts in the city and parks). See the attached minutes for more details.

Their next meeting is planned for Wednesday, May 4, 2016, at 6:00 p.m.

✓ **BOARD OF REVIEW (Update)**

There are no meetings of the BoR planned at this time. However, Robert Brown resigned his position with the BoR. Since this board has an alternate position, that individual will serve in his place. However, a replacement regular or alternate member should be selected by July.

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

✓ **CONCRETE STREET REPAIR BIDS (Business Item)**

During the 2015 Miller Road resurfacing project, the concrete section from Elms past ITT Tech was not addressed. While concrete is often viewed as a superior material when compared to asphalt, in terms of its overall strength and durability, it is much more difficult to repair and replace. We are at a point in which we are losing the benefit of longevity and are faced with higher repair costs.

Mr. Svrcek has done some investigating and is recommending repairs to supplement the hot asphalt mix project from last year. Traditionally, concrete sections are repaired with hot patch inserts or they are cut and filled in with replacement concrete. Milling is very impractical. As an alternative to all of these methods, Mr. Svrcek is recommending an epoxy resin and aggregate blend that will be used as a hybrid patch and fill material.

This solution should provide a good balance of affordability, durability, and timeliness (less construction disruption) than the alternatives. Bids were opened the week of April 11<sup>th</sup>, with the low bid and sole bid being Performance Roads of Mt. Clemens. They will provide for repairs as noted in the bid for \$19,900. The city also received a bid for Natalie Drive, which is a concrete segment that leads to Jill Marie and the Country Carriage. This segment is also getting very bad and can be done for \$5,500.

I have a resolution that will move this set of projects forward. For the record, these are high end patch jobs, not a resurfacing or reconstruction. Furthermore, the process proposed is relatively new. However, research supports it as a proven alternative to more conventional approaches which leave much to be desired.

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

*Ethan Webb:* Mr. Webb attained the rank of Eagle Scout on March 3, 2016. He was the scout that conceived and installed the orienteering course at Elms Road Park. His induction Court of Honor for this will be held on May 24<sup>th</sup> at 7:00 p.m. at the United Methodist Church.

**City of Swartz Creek  
RESOLUTIONS  
Regular Council Meeting, Monday, April 25, 2016, 7:00 P.M.**

**Resolution No. 160425-4A      MINUTES – April 11, 2016**

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

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, April 11, 2016, to be circulated and placed on file.

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

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

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

**Resolution No. 160425-5A      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 April 25, 2016, to be circulated and placed on file.

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

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

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

**Resolution No. 160425-6A      CITY MANAGER'S REPORT**

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

**I Move** the Swartz Creek City Council accept the City Manager's Report of April 25, 2016, including reports and communications, to be circulated and placed on file.

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

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

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

**Resolution No. 160425-8A      CONCRETE STREET REPAIR**

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

**WHEREAS**, the City of Swartz Creek owns operates and maintains a system of streets; and

**WHEREAS**, certain, limited sections of the street network are composed of concrete and require more specialization in their repair; and

**WHEREAS**, city staff solicited sealed bids for the application of an epoxy-aggregate blend to the concrete sections of Miller Road and Natalie Drive; and,

**WHEREAS**, Performance Roads of Mt Clemens was the sole bidder.

**NOW, THEREFORE, BE IT RESOLVED**, the City of Swartz Creek City Council hereby accepts the low bid of Performance Roads in the amount of \$19,900 for Miller Road, from approximately Taco Bell to ITT, and Natalie Drive in the amount of \$5,500.

**BE IT FURTHER RESOLVED**, the City of Swartz Creek hereby directs the Mayor to execute a contractor agreement inclusive of the bid specifications, terms, and pricing as bid.

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

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

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

**Resolution No. 160425-8B      SUNOCO BLIGHT ELIMINATION GRANT AGREEMENT**

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

**WHEREAS**, the city resolved to acquire real property, commonly known as the “Sunoco Gas Station” located at 5012 Holland Drive, parcel 58-02-529-017, from the Genesee County Treasurer’s Office on June 22, 2015; and

**WHEREAS**, the city subsequently submitted a Baseline Environmental Assessment and registered three underground gasoline storage tanks and one underground fuel oil tank with the State of Michigan; and

**WHEREAS**, the community desires to eliminate the blight and repurpose this site as a means to eliminate potential hazards and nuisances; and

**WHEREAS**, the city applied for and has been granted a State of Michigan Blight Elimination Grant by the Michigan Land Bank Fast Track Authority to remove the site structures and underground storage tanks in an amount of \$22,000, with an additional match of \$10,000 from the Swartz Creek Downtown Development Authority.

**NOW, THEREFORE BE IT RESOLVED** the City of Swartz Creek hereby approves the agreement with the Michigan Land Bank Fast Track Authority, as included in the April 25, 2016 City Council Packet, for demolition of structures and removal of tanks located at 5012 Holland Drive.

**BE IT FURTHER RESOLVED** the council hereby directs the city manager to execute the agreement and release bids for the work on behalf of the city, with the final approval of any bids and contracted activities to be subject to the review and approval by the City Council.

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

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

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

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
MINUTES OF THE REGULAR COUNCIL MEETING  
DATE 04/11/2016**

The meeting was called to order at 7:01 p.m. by Mayor Krueger in the Swartz Creek City Council Chambers, 8083 Civic Drive.

Invocation and Pledge of Allegiance.

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

Councilmembers Absent: None.

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

Others Present: Tommy Butler, Jim Barclay, Steve Shumaker, Bob Plumb, Trudy Plumb, Dennis Cramer, Boots Abrams, Sharon Shumaker, Walter Melen, Eric Melen, Ryan Melen, Brent Cole , Ron Schultz, Debra Williams.

**APPROVAL OF MINUTES**

**Resolutions No. 160411-01**

**(Carried)**

Motion by Councilmember Florence  
Second by Councilmember Porath

**I Move** the Swartz Creek City Council hereby approve the Minutes as amended of the Regular Council Meeting held Monday March 28, 2016 to be circulated and placed on file.

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

**APPROVAL OF AGENDA**

**Resolution No. 160411-02**

**(Carried)**

Motion by Councilmember Porath  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council approve the Agenda as presented for the Regular Council Meeting of April 11, 2016, to be circulated and placed on file.

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

**City Manager's Report**

**Resolution No. 160411-03**

**(Carried)**

Motion by Mayor Pro Tem Abrams  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council accept the City Manager's Report of April 11, 2016, including reports and communications, to be circulated and placed on file.

Discussion Ensued.

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

Mike Gildner, City Attorney, spoke in regards to the councilmember position that will need to be filled and candidate will need to run in August election as a partial term ending in 2018.

**MEETING OPENED TO THE PUBLIC**

Ryan & Eric Melen from Boy Scout Troop #122 spoke in regards to their Eagle Scout Projects at the Elms Park Dog Park. Eric will be in charge of the exercise equipment and benches for the owners. Ryan will be in charge of the waste stations and black chain link fence.

Barbara Villarreal resides at 7096 Yarmy, commented she wanted more information for the street proposal on the May ballot. Mr. Zettel responded and informed her of literature in the lobby and invited her to meet with him for more information

**COUNCIL BUSINESS**

**DOG PARK DONATION ACCEPTANCE**

**Resolution No. 160411-04**

**(Carried)**

Motion by Councilmember Hicks  
Second by Mayor Pro Tem Abrams

**WHEREAS**, the City of Swartz Creek owns operates and maintains a system of parks; and

**WHEREAS**, the Eagle Scout candidates has offered to donate materials and labor sufficient to install a dog park of approximately 16,000 square feet in the southwest corner of Elms Park; and

**WHEREAS**, the Park Board, after rigorous review and comment, found the dog park to be in the best interests of the park and approved the donation at their meeting on January 13, 2016 subject to conditions.

**NOW, THEREFORE, BE IT RESOLVED**, the City of Swartz Creek City Council hereby accepts the Eagle Scout donation of a dog park enclosure in Elms Park, conditioned upon the following:

1. The enclosure shall be ~16,000 square feet, as mapped, with overall dimensions of 140' x 140' less a 70' x 70' square that creates the "L" shape.
2. The fence will be 4' tall black chain link, with a tension wire and closed loops.
3. Double entrances will be provided for safety.
4. A mowing entrance will also be provided.
5. The project shall be overseen by the Director of Public Works and not commence until the ability to ensure project completion is evidenced.

**BE IT FURTHER RESOLVED**, the City of Swartz Creek hereby directs the park board to work with city staff to formulate a set of rules for use of the dog park that could be integrated in the existing park rules.

Discussion Ensued.

YES: Krueger, Pinkston, Porath, Abrams, Florence, Gilbert, Hicks.

NO: None. Motion Declared Carried.

## **FIRE CHIEF SALARY**

**Resolution No. 160411-05**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Porath

**WHEREAS**, the City of Swartz Creek entered into the Swartz Creek – Clayton Township Amended and Restated 2013-2016 Fire Department Agreement on August 12, 2013, for the purpose of providing joint fire protection services, and

**WHEREAS**, the board employs a fire chief, as budgeted by the city and township, that currently receives a salary and supplemental hourly compensation package for attendance to fire runs, and

**WHEREAS**, the fire board, at the recommendation of a standing committee, requests the salary be set and stabilized to include an average of previous years hourly compensation, as set forth by resolution of the fire board on March 21, 2016, and

**WHEREAS**, the fire board resolution requires affirmation of the city council and township board,

**NOW, THEREFORE, BE IT RESOLVED** the City of Swartz Creek affirms the restated salary and total compensation package of \$33,628, as outlined by the fireboard resolution of March 21, 2016.

Discussion Ensued.

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

## **APPRAISAL SERVICE AFFIRMATION**

**Resolution No. 160411-06**

**(Carried)**

Motion by Councilmember Pinkston  
Second by Mayor Pro Tem Abrams

**WHEREAS**, the City of Swartz Creek, on January 11, 2016, allocated \$10,000 for appraisal and legal fees for the purpose of contesting a tax appeal by Shkreli Investments, for real identified as parcel number 58-32-100-004 (Genesee Valley Meadows Golf Course) , and

**WHEREAS**, the approval indicated that the professional service company preferred for selection was Cook, Pray, Rexroth & Associates, and

**WHEREAS**, the city manager and city assessor, after seeking references and pricing, discovered that Valbridge Property Advisors are better positioned to conduct the appraisal within the financial limits set, and

**WHEREAS**, the timeline for the appraisal as quoted on March 29, 2016, being approximately 50 days, placed the completion and delivery of the service close to the due date required by the Michigan Tax Tribunal, thereby requiring expedited execution of the agreement prior to April 11, 2016,

**NOW, THEREFORE, BE IT RESOLVED** the City of Swartz Creek affirms the retention of Valbridge Property Advisors for the purpose of contesting the tax appeal by Shkreli Investments for the Genesee Valley Meadows Golf Course, costs to include an appraisal and related expenses for tax years 2015 and 2016 in the amount of \$8,500, as selected by the city manager with the authority of the city council under Section 2-402(a)(2) of the city ordinances.

Discussion Ensued.

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

## **ASSESSMENTS: DELINQUENT WATER, SEWER, WEEDS & SIDEWALKS**

**Resolution No. 160411-07**

**(Carried)**

Motion by Councilmember Porath  
Second by Councilmember Hicks

**I Move** the City of Swartz Creek direct the Treasurer to prepare an audit of all outstanding debts owed to the City for delinquent water, sewer, mowing, sidewalk repairs, sidewalk snow removal, and further, to cause such debts to be assessed against the property owner of record, in accordance with City Ordinance and State Statute, said debts to be placed against the summer 2016 tax collection roll.

Discussion Ensued.

YES: Abrams, Florence, Gilbert, Hicks, Krueger, Pinkston, Porath.

NO: None. Motion Declared Carried.

## **INVESTMENT POLICY AND DESIGNATION DEPOSITORY LIST**

**Resolution No. 160411-08**

**(Carried)**

Motion by Councilmember Florence  
Second by Councilmember Hicks

**WHEREAS**, the city maintains a policy to manage invested public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City of Swartz Creek and conforming to all State statutes and local ordinances governing the investment of public funds; and

**WHEREAS**, the policy includes a listing of eligible banking institutions that may change from time to time based upon the rating of such institutions; and

**WHEREAS**, the city treasurer has updated the designation of depository list to reflect the current ratings; and

**WHEREAS**, there are no changes to the investment policy at this time.

**NOW, THEREFORE, BE IT RESOLVED**, the Swartz Creek City Council accept the Investment Policy and Designation of Depository for City Funds as follows:

### **I. POLICY**

It is the policy of the City of Swartz Creek to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City of Swartz Creek and conforming to all State statutes and local ordinances governing the investment of public funds.

### **II. SCOPE**

This investment policy applies to all short term operating funds of the City of Swartz Creek and any new fund created by the local unit, unless specifically exempted by the City Council. These assets are accounted for in the City of Swartz Creek's annual financial report.

### **III. INVESTMENT OBJECTIVES**

The following investment objectives, in priority order, will be applied in the management of the City of Swartz Creek's funds.

#### **Safety**

The primary objective of the City of Swartz Creek's investment activities is the preservation of capital in the overall portfolio and the protection of investment principal.

The authorized investment staff will employ mechanisms to control risks and diversify investments regarding specific security types or individual financial institutions.

#### **Liquidity**

The investment portfolio will remain sufficiently liquid to enable the City of Swartz Creek to meet operating requirements, which might be reasonably anticipated.

#### **Return on Investment**

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow characteristics of the portfolio. Return on investments shall be of secondary importance compared to the safety and liquidity objectives above.

### **IV. PRUDENCE**

In managing its investment portfolio, City of Swartz Creek officials shall avoid any transaction that might impair public confidence. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The above standard is established as the standard for professional responsibility and shall be applied in the context of managing the overall portfolio. Investment officers of the City of Swartz Creek, acting in accordance with State statute, this Investment policy, written procedures as may be established, and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit

risk or market price changes, provided that deviations from expectations are reported in a timely fashion, and appropriate action is taken to control adverse developments.

## **V. DELEGATION OF AUTHORITY**

Authority to manage the City of Swartz Creek's investment program is derived from State statutes.

Responsibility for the investment program is hereby delegated to the City Manager, or his designated representative hereinafter referred to as investment officer, who shall establish written procedures for the operation of the investment program consistent with this investment policy. The Investment Officer shall be responsible for all transactions undertaken, and shall establish a system of controls to regulate the activities of subordinate officials.

## **VI. ETHICS AND CONFLICTS OF INTEREST**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair--or create the appearance of an impairment on--their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager any material financial interests in financial institutions that conduct business with the unit, and they shall further disclose any large personal financial investment positions that could be related to the performance of the City of Swartz Creek's portfolio. Employees and officers shall subordinate their personal investment transactions to those of the City of Swartz Creek, particularly with regard to the time of purchases and sales.

## **VII. SAFEKEEPING AND CUSTODY**

1. Authorized Financial Dealers and Institutions - The Investment Officer will maintain a list of financial institutions. In addition, a list will also be maintained of approved security broker/dealers selected by credit-worthiness, who maintain an office in the State of Michigan or who are "primary" dealers or regional dealers that qualify under Securities and Exchange Commission rule 15C3-1 (uniform net capital rule.) No public deposit shall be made except in a qualified public depository as established by State law.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Investment Officer with the following: audited financial statements for the most recent fiscal year; certification of having read and agreeing to abide by the City of Swartz Creek's investment policy and the

pertinent State statutes; proof of National Association of Security Dealers certification; and proof of State registration, where applicable.

An annual review of the financial condition and registration of qualified bidders will be conducted by the Finance Director. Information indicating a loss or prospective loss of capital on existing investments must be shared with the City Manager of the City of Swartz Creek immediately upon notification.

2. Internal Controls - The Investment Officer shall establish a system of internal controls, documented in writing, which is designed to prevent losses of public funds arising from fraud, employee error, and misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefit likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

All securities purchased by the City of Swartz Creek under this section shall be properly designated as an asset of the City and held in safekeeping by a third party custodial bank or other third party custodial institution, chartered by the United States government or the State of Michigan, and no withdrawal of such securities, in whole or in part, shall be made from safekeeping except by the Investment Officer as authorized herein, or by respective designees.

Internal controls will also encompass at a minimum the additional issues:

separation of functions including transaction authority from accounting and record-keeping, delegation of authority to subordinate staff members written confirmation of telephone transactions, specific guidelines regarding securities losses and remedial action, documentation of decisions made at the committee level and avoidance of physical delivery securities. Further all confirming written transactions shall be signed by the Investment Officer or Finance Director.

3. Delivery vs. Payment – all trades will be executed by delivery vs. payment to ensure that securities are deposited in an eligible financial institution prior to release of funds. Securities will be held by a third-party custodian as evidenced by safekeeping receipts.

The City of Swartz Creek will execute third party custodial agreement(s) with its bank(s) and depository institution(s). Such agreements will include letters of authority from the City of Swartz Creek, details as to responsibilities of each party, notification of

security purchases, sales, delivery, repurchase agreements and wire transfers, safekeeping and transactions costs, procedures in case of wire failure or other unforeseen mishaps including liability of each party.

### **VIII. AUTHORIZED AND SUITABLE INVESTMENTS**

1. The City of Swartz Creek is empowered by State statute (1988 Public Act 239, M.C.L. 129.91) to invest in the following types of securities:

a. Bond, securities, and other obligations of the United States, or an agency or instrumentality of the United States including securities issued or guaranteed by the Government National Mortgage Association;

b. Certificates of deposit, savings accounts, deposit accounts, or depository receipts of a bank which is a member of the federal deposit insurance corporation or a savings and loan which is a member of the federal savings and loan insurance corporation or a credit union which is insured by the national credit union administration, but only if the bank, savings and loan or credit union is eligible to be a depository of surplus funds belonging to the state under section 5 or 6 of Act No. 105 of the Public Acts of 1855, as amended;

c. In United States government of federal agency obligation repurchase agreements.

d. In banker's acceptances of United States banks;

e. Mutual funds registered under the investment company act of 1940, title I of chapter 686, 54 Stat. 789, 15 U.S.C. 80a-1 to 80a-3 and 80a-4 to 80a-64, with the authority to purchase only investment vehicles that are legal for direct investment by the City. This authorization is limited to securities whose intention is to maintain a net asset value of \$1.00 per share.

f. Investment pools through an interlocal agreement under the urban cooperation act of 1967, 1967 (Excess) PA 7, MCL 124.501 to 124.512. All of the pools are limited to investments described in Sections a-f.

g. Investment pools organized under the surplus funds investment pool act, 1982 PA 367, 129.111 to 129.118. All of the pools are limited to investments described in Sections a-f.

2. The Investment Officer is restricted to investments which meet the statutory restrictions above and limitations on security issues and issuers as detailed below:

a. Repurchase agreements shall be negotiated only with dealers or financial institutions with whom the City has negotiated a Master Repurchase Agreement or with the City of Swartz Creek's primary bank. Repurchase Agreements must be signed with the bank or dealer and must continue provisions similar to those outlined in the Public Security Association's model Master Repurchase Agreement.

b. Certificates of Deposit shall be purchased only from financial institutions, which qualify under Michigan law and are consistent with Opinion No. 6168, Opinions of the Attorney General (1982).

c. To the extent possible, the investing officer will attempt to match investments with anticipated cash flow requirements. Specific City Council approval is necessary for investments exceeding eighteen months. Unless matched to a specific cash flow requirement, the City of Swartz Creek will not directly invest in securities maturing more than 10 years from the date of purchase. No more than 25 percent of the City of Swartz Creek's total investment portfolio shall be placed in securities maturing in more than 10 years. No more than 50 percent of investment vehicles maturing in any given month shall be of non-liquid nature (non-negotiable CD's, commercial paper, etc.)

d. No more than 50 percent of any one fund's surplus operating cash may be invested in commercial paper rated at the time of purchase within the 2 highest classifications established by not less than 2 standard rating services and which matures not more than 270 days after the date of purchase; Commercial Paper held in the portfolio which subsequently receives a reduced rating shall be closely monitored and sold immediately if the principal invested may otherwise be jeopardized.

e. Investments will be diversified by security type and institutions. With the exception of U.S. treasury securities and authorized investment pools (as a long term investment program), no more than 50 percent of the total investment portfolio will be invested in a single security type or with a single financial institution. With the exception of using affiliates of the major Banking Institute and upon receipt of written confirmation that funds are fully insured when held by the affiliates.

Excluding the Property Tax Bank Account, with 100 percent of funds being deposited with the City of Swartz Creek's major Banking Institute with monies in the checking and Municipal Governmental Cash Investment Fund to be liquid and transferable to the respective taxing agencies on a biweekly basis during the tax collection period.

Excluding amounts pooled in the Commercial Sweep Account and held for less than 91 days which will remain liquid and transferable to meet financial obligations associated with daily operations.

## **IX. CASH MANAGEMENT**

The City of Swartz Creek's Policy regarding cash management is based upon the realization that there is a time-value to money. Temporarily idle cash may be invested for a period of one day to an excess of one year depending upon when the money is needed. Accordingly, the Finance Director shall prepare a written cash management procedure which shall include, but not be limited to, the following:

**Cash Forecast:** At least annually, a cash forecast shall be prepared using expected revenue sources and items of expenditure to project cash requirements over the fiscal year. The forecast shall be updated from time to time to identify the probable investment balances that will be available.

**Pooled Cash:** Except for cash in certain restricted and special accounts, the investment officer may pool cash of various funds to maximize investment earnings. Investment income shall be allocated to the various funds based upon their respective participation.

## **X. INVESTMENT PERFORMANCE AND REPORTING**

All investment transactions shall be recorded in the various funds of the City of Swartz Creek in accordance with Generally Accepted Accounting Principles as declared by the Government Accounting Standards Board.

The Investment Officer shall submit a semi-annual investment report to the City Manager that provides the principal and type of investment, annualized yield, earnings for the period, market price and a summary report of cash and investments maintained in each financial institution.

Performance of the portfolio shall be reported periodically and submitted to the City Manager. Reports shall include details of the characteristics of the portfolio as well as its performance for that period. Reports shall be submitted at a minimum on an annual basis. Material deviations from projected investment strategies shall be reported immediately to the city manager.

## **XI. INVESTMENT POLICY ADOPTION**

The City of Swartz Creek investment policy shall be adopted by resolution of the City of Swartz Creek legislative authority. Modifications made at any time or when necessitated by State

statutory revision must be approved by the legislative authority of the City of Swartz Creek. Investments conforming to the investment policy guidelines prior to any amendatory act are hereby validated.

### **Designation of Depository**

The Swartz Creek City Council designates the following banking-financial institutions and their affiliates as depositories for City funds:

Bank of America  
Bank of Holland (Michigan)  
Bank of Northern Michigan  
Blissfield State Bank  
Chelsea State Bank  
Chemical Bank  
Comerica Bank  
Dart Bank  
Fifth Third Bank  
Federated Investors  
Financial Plus Federal Credit Union  
FirstMerit Bank  
Flagstar Bank – Troy  
H & R Block Financial Services  
Huntington Bank  
Independent Bank  
JP Morgan Chase  
MBIA “Class” Client Services  
Mercantile Bank  
Merrill Lynch  
Morgan Stanley Wealth Management  
Multi-Bank Securities  
PNC Bank  
Sagelink Credit Union  
Talmar Bank and Trust  
West Michigan National Bank & Trust  
Wolverine Bank

YES: Florence, Gilbert, Hicks, Krueger, Pinkston, Porath, Abrams.

NO: None. Motion Declared Carried.

### **COMMISSION APPOINTMENTS**

#### **Resolution No. 160411–09**

**(Carried)**

Motion by Mayor Pro Tem Abrams  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council concur with the Mayoral appointment as follows, said terms subject to provisions of the city charter, code of ordinances, state law, and various bylaws (rules and procedures):

#160411-8E1 **MAYORAL APPOINTMENT:** Robert Plumb  
Genesee Metropolitan Alliance  
Remainder of Two-Year Term Expiring November 28, 2016

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

**MEETING OPEN TO THE PUBLIC:**

Eric Melen wanted to thank the council for taking the dog park project into consideration and approving it.

**REMARKS BY COUNCILMEMBERS:**

Councilmember Gilbert commented that the dog park is a very good idea.  
Councilmember Hicks wanted to commend the scouts for doing a wonderful presentation.  
Councilmember Florence remarked Troop 122 resides at the United Methodist Church and encouraged councilmembers to stop by and see them.  
Councilmember Porath stated the dog park will benefit the whole community and appreciates all the scouts efforts.  
Mayor Pro Tem Abrams commented he was happy to go along with the city attorney's recommendation in regards to the councilmember position.  
Mayor Krueger mentioned that the Genesee Metropolitan Alliance representative is councilmember Gilbert.

**Adjournment**

**Resolution No. 160411-10**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Hicks

**I Move** the Swartz Creek City Council adjourn the regular meeting at 8:25 pm.

Unanimous Voice Vote.

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**David A. Krueger, Mayor**

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**Connie Eskew, City Clerk**

STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION



NOTICE OF HEARING  
FOR THE ELECTRIC CUSTOMERS OF  
CONSUMERS ENERGY COMPANY  
CASE NO. U-18040

- Consumers Energy Company is requesting approval from the Michigan Public Service Commission (Commission) to reconcile its total electric utility revenues collected from those electric customers who paid provisional rates implemented by Consumers Energy for the period June 4, 2015 – November 30, 2015 with the total revenues that would have been produced by the November 19, 2015 Commission Order in Case No. U-17735.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, (800) 477-5050 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A public hearing will be held:

**DATE/TIME:** **Tuesday, April 26, 2016, at 9:00 a.m.**  
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

**BEFORE:** Administrative Law Judge **Mark E. Cummins**

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

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

The Michigan Public Service Commission (Commission) will hold a public hearing to consider Consumers Energy Company's (Consumers Energy) February 19, 2016 application, which seeks Commission approval to reconcile its total electric utility revenues collected from those electric customers who paid provisional rates implemented by Consumers Energy between June 4, 2015 – November 30, 2015 and the total revenues that would have been produced during that period by the November 19, 2015 Commission Order in Case No. U-17735. The Company represents that the total revenues collected pursuant to the interim rates are less than the total

revenues that would have been produced by the rates ordered in the November 19, 2015 Commission Order. Consumers Energy seeks Commission approval to: 1) find and order that no refund is required pursuant to MCL 460.6a(1) with respect to the provisional rates implemented by Consumers Energy during the period of June 4, 2015 – November 30, 2015 in Case No. U-17735; and 2) find that no customer rates or charges will be increased if the specified relief requested is granted, as described in its filing.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by April 19, 2016. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy's Legal Department – Regulatory Group, Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201.

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

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

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

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

"CONSUMERS ENERGY COMPANY HAS REQUESTED THE INCREASES AND OTHER PROPOSALS DESCRIBED IN THIS NOTICE. THE MICHIGAN PUBLIC SERVICE COMMISSION MAY GRANT OR DENY THE REQUESTED INCREASES AND OTHER PROPOSALS, IN WHOLE OR IN PART, AND MAY GRANT LESSER OR GREATER INCREASES THAN THOSE REQUESTED, AND MAY AUTHORIZE A LESSER OR GREATER RATE FOR ANY CLASS OF SERVICE THAN THAT REQUEST."

U-18040-1055-E

POLICE AUTHORITY BOARD MEETING  
MARCH 23, 2016  
7:00 PM  
PAUL D. BUECHE MUNICIPAL BUILDING

Chair Curt Porath led Pledge of Allegiance.

Resolution requested to accept minutes of last meeting. Tonya Ketzler moved to accept minutes as presented, seconded by both David Krueger and Kay Doerr. No discussion. No corrections. MOTION to accept minutes CARRIED unanimously.

Agenda presented with no changes. Tonya Ketzler moved to accept agenda as presented. \_\_\_\_\_ supported motion. Motion to accept agenda CARRIED unanimously.

1. Contract Negotiations.

Chief Atkinson offered review of consolidation. Interesting to see how the two departments have come together and working back and forth across the jurisdictions. Working very well. Commended both Deputy Chief Clolinger and Lt. Bade for their tremendous work behind the scenes and instrumental in all of this moving forward. Currently in contract negotiations and the hardest part of the consolidation process. Tentative agreements on the majority of the language in the contract. Wages don't appear to be an item that will cause problems. An area of concern is retirement issues. A lot of work done with MERS and Ray Knott is assisting and knowledgeable and believes it will all be taken care of in time. They are continuing to get calls from other areas of the state that have interest in what we're doing. There is also a new cruiser waiting for graphics and that design will be used for the new Authority.

2. Retirement items.

Adam Zettel offered an overview. Contract one of the biggest things in this Authority. Approximately 2.6 million of the budget is wage and benefits so how it's done is one of the most primary and complex is the post-retirement benefits. Wages are at \$1.7 million for each department today and another \$900,000 or million in other benefits (payroll taxes, healthcare premiums, post-retirement medical and pension costs). A lot of it is paying and catching up with what's been accrued for pensions and OPEB which has been high for Mundy Township. Work being done to get employees from Swartz Creek and Mundy to new employment with the same pensions. They can't be sent into the Authority underfunded and expect the Authority and whoever else is supporting that. Finding that if they cut and cap, and transfer whether they're here a year or 29 years, the employees they will make less than if they would have done all their

time in one spot. The municipalities will look to see how to make officers whole – lump sum payment when they are transferred or an investment strategy or transfer into the Authority, the entire pension plan so that they're not cut and capped, and they continue the pension with the Authority and the municipalities may be held to pay the final average compensation. The intent is to keep officers whole in the transfer to the Authority.

Colleen, one of the individuals at MERS, is working on doing actuarials on the healthcare "guess". They'll be able to tell us what each employee's pension gap may be and how to account for it. The unfunded liabilities are currently a big deal for municipalities and a big issue.

Joe Heffernan – Plante Moran

Need to consider being fair to employees and to the City and Township as the employers. Have to make these considerations both entering into the agreement and potentially as you exit. Seen a lot of joint services, and see where those mergers have been stopped. When the agreements have been put together, both sides need to be considered.

The fairest way to pay the benefit is to be 100% funded every single year. In the 2015 numbers, the Township was 84% funded and the City was 68% funded. This means based on their best estimate, to have paid the full cost of services through December 31, 2014, the Township should have paid an extra \$770,000. For the City, there should have been an extra \$524,000 there. That ratio is likely not the same ratio intended to be used paying costs going forward. Some communities have continued to pay required contributions as they go and it can work, but it's a different distribution and not equal, and if agreed to is acceptable, but lacks some equity. One community has agreed to pay the extra payment needed as a note at 8% interest.

Using the 2014 numbers, take the \$773,000 for the Township and \$524,000 for the City and say assume both parties will pay that into MERS with an 8% interest rate over 15 years. That will be a higher number than MERS will be calculating as the legally required so MERS will be fine with that. You can't pay in less than the actuary would be computing because of the Constitution, Article 9, Section 24, says you have to have an evaluation for a public pension plan in Michigan and pay in at least what the actuary has asked you to pay in. Mr. HEFFERNAN suggests doing it this way, where both parties are paying on an equal basis. That's pension which is much more doable. Retirement healthcare is a lot harder. It can't be frozen like the pension and is calculated differently. Same approach could be used for the pension and healthcare with the unfunded at \$3.1 million for Mundy Township and \$1.4 million for Swartz Creek as a note payable over a period of years (no more than 30). No actual evaluation is required by law.

Tonya Ketzler pointed out that some people's reaction is that this is going to cost extra money, but pointed out that this is an unfunded liability that the Township and City have whether they combine or not. Mr. Heffernan argued that it will actually cost less. On average, 7% interest will be earned, and putting that money in sooner means fewer dollars will need to be put in. Mr. Heffernan also mentioned benefit bonds as a way of converting this to a long term funding (pension and OPEB benefit bonds). There is risk because you must pay it, as opposed to paying as you go, but the savings have been in the 20%-25% range in terms of the present value of how much it costs. More upfront costs, but savings in future budgets.

Mr. Zettel discussed the potential Authority creation and transfer; it's likely that there will be a shorter time frame to fund these liabilities or a decision to do it some other way quickly, and the benefit to doing it all at once. The liability already exists and to their benefit to do this. As the Authority negotiates this, there will be the back and forth on how we do this and keep employees whole and keep it equitable and they may look at quickly funding these already accrued liabilities or debts. It will appear to cost a lot of money, but in fact in our best long-term interest to do so.

Joe Heffernan said today's present value cost of what it will cost, would be approximately 20% lower if they were able to fund it today. He stated some people have trepidation over the fact that once money is put in a trust it can't be pulled back, it's true. But it doesn't mean the value of the dollar has been lost. It can only be used to pay the benefits you've agreed to pay and to the extent you've put more in than you absolutely needed, it reduces the costs of future. Once it's put in Trust, it stays in the trust and can only be used to pay those benefits you promised to pay and to the extent it's been paid sooner, it significantly reduces the costs in the future.

Mr. Porath asked about the Bond that had a down side. Mr. Heffernan said they were benefit bonds. Both communities have to be double A rated. The risks associated are also significant.

Mr. Heffernan also said the Board should consider not just how this is put together, but also think about, and get in writing, that if 100 years from now the communities decide not to do this, how will it be undone.

Mr. Krueger asked about the 2 options for retirement benefits. Mr. King asked if the municipalities right now using MERS for the healthcare benefits. Mr. Heffernan explained that MERS does not allow funding for healthcare exactly like the pension. For pension they will pay the benefits. For healthcare they do not want to get involved in the relationship between the employer and the healthcare insurance provider. What they have set up is a Retiree Health Funding Vehicle. The money goes to them just like the pension plan, invest it, and when the

employer goes to make the benefit payments, MERS will reimburse dollar for dollar – the benefit would stay between the insurance company and employer.

Mr. Porath asked what they needed to do at this point. Chief Atkinson related that they are waiting for the actuarials to come back, and put some people (Adam Zettel and our committee) together to look at it.

Mr. Krueger asked if there was a benefit to do the cap and cut or the rollover. Mr. Heffernan stated that the cut and cap has the clear benefit (the fairness between the city and the township). The detriment is the way the benefit is calculated and reduces it. From the employees' perspective, there would only be one pension check from MERS.

### 3. Department Name

Mr. Porath said the name for the Authority needed to be decided at this meeting. Ms. Doerr asked what name the Police Officers wanted. Chief Atkinson related that Lt Bade sent out a survey to officers. Lt. Bade said the name they wanted was Genesee Metro Police Authority. Lt. Bade said the suggested name was unanimous by all officers including him. Mr. Porath said the other choice was Metro Police of Genesee County. Mr. King said Tawas police uses Tawas Police Authority and have been for years. Mr. Porath has an objection to metro and authority in the name. He suggested the use of one or the other and does not think Genesee should be used at the front part of the name. Tonya Ketzler thinks it should be at the end of the name.

\*Joe Oskey arrived at the meeting.

Mr. Pinkston moved that the Board accept the name Metro Police Authority; Mr. Krueger seconded the motion. Kay Doerr asked if Genesee was going to be left off or added to the end. Mr. Pinkston's motion was to leave it off. Chief Atkinson had concern that Metro Police Authority doesn't indicate where it's at. Objections to Genesee being at the beginning of the name and if added should be at the end. Tonya Ketzler moved to amend the motion to include "of Genesee County"; Amendment supported by Joe Oskey. No discussion on the amended motion. Vote taken: Oskey – Yes, Ketzler – Yes, Kay – Yes, Pinkston – Yes, Krueger – Yes, Porath – Yes. Amendment passed. Vote on amendment to the original motion of Metro Police Authority of Genesee County. Vote taken: Oskey – Yes, Ketzler – Yes, Kay – Yes, Pinkston – Yes, Krueger – Yes, Porath – Yes. MOTION AS AMENDED PASSED unanimous. New name is **Metro Police Authority of Genesee County**.

### 5 MINUTE BREAK – RECORDING MISSING AND PICKS UP DURING AGENDA ITEM #5 – MCOLES REQUIREMENTS

Lt. Matt Bade – we have to have ORI (Originating Agency Identifier) as functioning authority. Lt. Bade has had discussion with Wayne Aldrich of MSP who explained this takes about 60-90 days to assign a number to an agency, but because of what's trying to be accomplished they would make it happen in 30 days. What is needed is the final vote between Swartz Creek City Council and Mundy Township Board approving Authority. Once this has been done, Minutes of those meetings will need to be provided and they can move on the ORI assignment. Vote by Board and Council would need to happen near the end of May to give 30-day window for assignment of ORI effective in July. Mr. Porath asked if the Authority has to be up and going at that point. Lt. Bade said the ORI will be assigned as a favor within the 30-day window. Also all outstanding warrants for Swartz Creek and Mundy Township have to be reassigned through the courts with the new ORI and Authority Name as well as whoever the local prosecutor is, will have to have a new ORI or work under the umbrella of the Authority.

Also included was the MCOLES packet. Lt. Bade related that currently Authorities are not eligible for law enforcement funds and that there is currently legislation pending to rectify this. MCOLES would require removing all the officers from both agencies and reassigning them to the new agency and transferring the MCOLES numbers. MICR is something that can be done in a couple of days.

Tonya Ketzler asked if the question of who the prosecutor is going to be should be on our next agenda to get it settled. Mr. Porath agreed, but assumed Chief Atkinson would be making recommendation. Chief Atkinson to talk with Mr. Belzer and Mr. Gildner and bring names and recommendations to next meeting. Kay Doerr suggested Leo Carey be considered. It was explained that the need for a Local Prosecutor as opposed to County Prosecutor was for misdemeanor cases and traffic cases. Mr. King suggested that you also review any contracts with the local attorneys.

6. Chief Atkinson went over the 50 Safest Communities in Michigan. Only 2 Genesee County communities made the list with Fenton being #35, and Mundy Township at #39. Also recognized Swartz Creek for their efforts and suggested that this working together during past year is showing some results.
7. Major Case Review. Press Release in packet. Have been working on this case for several months with 5 felony warrants being issued against Mateen Cleaves out of Wayne County. We've been handling the press and numerous FOIA requests. Good work by Det. Neering.

Chief Atkinson - Officer Ortiz had a traffic stop at Cook and Jennings for an improper plate. Wasn't getting good answers and transported the passenger back to the office and found that he was wanted for questioning on a murder.

Lt. Bade – Officer Racosta had a stop where he recovered a gun and illegal rugs out of the vehicle. Said he is one of their better officers – like a bloodhound. Officer McFadden had a traffic stop where he got a lot of heroin out of a vehicle and multiple warrant arrests. They're doing their best to find this stuff. Quick update on child death in the fire. Investigation still open and waiting for reports from other agencies. Once all the reports are in it will be sent down to the prosecutor's office for review.

Discussion over guns and turning in old for new so that all police officers have the same guns issued.

Mr. Porath noted that a roll call was not taken, but all members are present.

8. Public Comments – have been loose with this meeting with public comment during some of the meeting.

Mr. Butler said that they could put the Sheriff out of business. Mr. Porath related that, that wasn't their intent. He said the Sheriff could be left to handle the Court and the jail.

Public member questioned about increase in Genesee County of heroin use and what level is training between local and state and federal government when it comes to a terrorist threat. Chief Atkinson said he believes it's improving due to receipt of Intelligence Bulletins. Overall not perfect, but information sharing from the Feds down to locals has improved. Mr. King said he works for a Federal project that's information sharing and he sends out 3000 emails a day and sends out Federal warnings on terrorist activities and also put on training in Michigan.

Mr. Abrahms would like the Chief, Dep Chief or Lt. to come to the council meeting for presentation on what is being done.

Tonya Ketzler, made motion to adjourn, Kay Doerr support, no opposition. MOTION CARRIED.





**To: Tom Svrcek. Swartz Creek Public Services Director  
From: Bob Whitford  
Date: March 25, 2016  
Subject: Natalie Rd. road repairs**

**Thank you for discussing the repairs for Swartz Creek roads repairs.  
I am quoting both projects separately.**

**We are pleased to quote as follows:**

**Natalie Rd. pot hole & crack repairs including labor and materials. Price: \$5,500  
Repairs are for the entire concrete entrance to the subdivision which is roughly  
one half block.**

**Time for completion, 1 day. Repaired areas will be open at end of day.**

**Material curing time would be 2-3 hours depending on temperature.**

**The work includes the following:**

**Removal of all eroded road surface with jack hammers and blowers.**

**Prime all repair areas with 2 part epoxy.**

**Fill all eroded areas with Performance RR 100.**

**Clean-up debris at end of each day.**

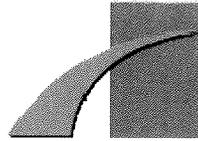
**Performance Roads will use our proprietary 2 part cycloaliphatic epoxy  
with matching aggregate. This patent pending material will provide you  
with an improved, flush surface that will not delaminate and protect against  
salt, water and guard against snow plow damage.**

**We offer you a 2 year warranty against delamination.**

**We have cones to block lanes while making repair and will maintain access to  
Both businesses and anticipate a minimal disruption of traffic.**

**Terms: Quote good for 30 days.**

**Please call me at 586/782-2296 if you have any questions. We look forward  
to working closely with Swartz Creek.**



PERFORMANCE  
**ROADS**  
Repairs Outlasting Your Roads

**To: Tom Svrcek. Swartz Creek Public Services Director**  
**From: Bob Whitford**  
**Date: March 25, 2016**  
**Subject: Miller Rd. road repairs**

**Thank you for discussing the repairs for Swartz Creek roads repairs. I am quoting both projects separately.**

**We are pleased to quote as follows:**

**Miller Rd. pot hole & crack repairs including labor and materials. Price: \$19,900**  
**From Taco Bell to ITT Tech Institute includes repairs on 5 lanes. This includes patched crack and pot holes that have failed.**

**Time for completion, 3 days. Repaired areas will be open at end of day.**

**Material curing time would be 2-3 hours depending on temperature.**

**The work includes the following:**

**Removal of all eroded road surface with jack hammers and blowers.**

**Prime all repair areas with 2 part epoxy.**

**Fill all eroded areas with Performance RR 100.**

**Clean-up debris at end of each day.**

**Performance Roads will use our proprietary 2 part cycloaliphatic epoxy with matching aggregate. This patent pending material will provide you with an improved, flush surface that will not delaminate and protect against salt, water and guard against snow plow damage.**

**We offer you a 2 year warranty against delamination.**

**We would need you to supply signage and cones from the city to assist with traffic control. We of course will work on 2-3 lanes at a time and anticipate minimal disruption of traffic. We need to discuss handling of road debris and how we would plan our work.**

**Terms: Quote good for 30 days. 1/2 Down with order.**

**Please call me at 586/782-2296 if you have any questions. We look forward to working closely with Swartz Creek.**

## Specifications for Swartz Creek Road Repair

Miller Road -- 5 lanes near I-69 from Taco Bell to ITT Tech entrance.

Natalie Road. Concrete road approach to subdivision (1/2 Block)

Businesses must be kept open during repairs.

Material: 2 part cycloaliphatic epoxy resin with a mixture of coarse and fine aggregate to blend in with road way. (No substitutions allowed)

Process: Clean out eroded pot holes and cracks to a minimum depth of 1 ½".  
Blow out remaining dust/debris.

Debris removal and daily cleanup.

Mix epoxy on site and apply with a trowel making it flush with surface.

Provide traffic control to keep minimal interruption.



**GRANT CONTRACT FOR DEMOLITION  
BETWEEN THE  
MICHIGAN LAND BANK FAST TRACK AUTHORITY  
AND THE CITY OF SWARTZ CREEK**

This Grant Contract (“Contract”) is made between the Michigan Land Bank Fast Track Authority (MLB), and the City of Swartz Creek (“Grantee”).

**I. PURPOSE AND PROJECT SCOPE**

**PROJECT NAME:** City of Swartz Creek

**PROJECT NUMBER:** MLBBE-2016-07

**AMOUNT OF GRANT:** \$22,000.00

(A) The purpose of this Contract is to provide funding in the amount of Twenty Two Thousand and No/100 Dollars (\$22,000.00) in exchange for work to be performed for the project. The MLB is authorized to provide grant assistance for demolition pursuant to Grant #HDF-322 and a Grant Agreement between the MLB and the Michigan State Housing Development Authority. This Contract is subject to the terms and conditions specified herein.

(B) This Contract and its appendices constitute the entire Contract between the MLB and the Grantee and may be modified only by written agreement between the MLB and the Grantee.

(C) The scope of this project is limited to the activities specified in Appendix A, and such activities as are authorized by the MLB under this Contract. Any change in project scope requires prior written approval in accordance with Section IV, Changes, in this Contract.

(D) By acceptance of this Contract, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Contract and in accordance with the terms and conditions of this Contract.

**II. CONTRACT PERIOD**

Contract Start Date: **April 19, 2016** Contract End Date: **October 31, 2016**

Upon signature by the MLB, the Contract shall be effective from the Start Date until the End Date specified above. The MLB shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified above. Unless otherwise agreed to in writing, expenditures made by the Grantee prior to the Start Date or after the End Date of this Contract are not eligible for payment under this Contract.

### **III. CONTACTS**

#### **GRANTEE CONTACT:**

Adam Zettel, City Manager  
8083 Civic Drive  
Swartz Creek, MI 48473  
(810) 635-4464  
[azettel@cityofswartzcreek.org](mailto:azettel@cityofswartzcreek.org)  
Tax ID Number: 38-6034855

#### **MLB CONTACT:**

Jeff Huntington, Senior Property Analyst  
735 East Michigan Avenue  
Lansing, Michigan 48912  
(517) 335-8430  
[huntingtonj@michigan.gov](mailto:huntingtonj@michigan.gov)

### **IV. CHANGES**

Any changes to this Contract shall be requested by the Grantee in writing and approved by the MLB. The MLB reserves the right to deny requests for changes to the Contract or to the appendices. No changes can be implemented without approval by the MLB.

### **V. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS**

The Grantee shall submit deliverables and follow reporting requirements specified in the Program-Specific Requirements section and in Appendix A of this Contract. All deliverables in Appendix A, unless otherwise stated in this Contract, shall be made to the MLB at the address set forth in Section III, or electronically as MLB may provide.

### **VI. GRANTEE RESPONSIBILITIES**

(A) The Grantee agrees to abide by all local, State, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, State, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its subcontractor under this Contract. The Grantee or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.

(E) The MLB's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The MLB's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or a cause of action arising out of the performance of this Contract.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the MLB for the purpose of obtaining this Contract or any payment under the Contract and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

(G) The Grantee is responsible for the completion of all proper due diligence with regard to identifying and addressing potential environmental concerns prior to start of work. A Phase I Environmental Site Assessment, conducted per ASTM 1527-13, is recommended with consideration of any findings, and those of the hazardous materials survey, incorporated into the demo specification. All reporting requirements and appropriate precautions must be followed in the event contamination or Underground Storage Tanks are encountered. Only demolition activities specified in Appendix A are eligible for reimbursement. Environmental remediation is an ineligible activity and not eligible for reimbursement.

## **VII. USE OF MATERIAL**

Unless otherwise specified in this Contract, the Grantee may release information or material developed under this Contract, provided it is acknowledged that the MLB funded all or a portion of its development.

The MLB retains an irrevocable license to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material submitted under this Contract whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the MLB can use in accordance with this paragraph.

Unless otherwise specified in this Contract, the Grantee may not patent products or processes developed under this Contract.

## **VIII. ASSIGNABILITY**

The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the MLB. The MLB does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

## **IX. SUBCONTRACTS**

The MLB reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the MLB will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be qualified to perform the duties required. Contractors must be procured through a competitive procurement process.

## **X. NON-DISCRIMINATION**

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, State, and local fair employment practices and equal opportunity laws. Grantee covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

## **XI. UNFAIR LABOR PRACTICES**

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

## **XII. LIABILITY**

(A) The Grantee, not the MLB, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Contract, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the MLB in the performance of this Contract is the responsibility of the MLB and not the responsibility of the Grantee if the liability is caused by any MLB employee or agent.

(C) In the event that a liability or liabilities arise as a result of activities conducted jointly by the Grantee and the MLB in fulfillment of their responsibilities under this Contract, such liability is held by the Grantee and the MLB in relation to each party's responsibilities under these joint activities.

(D) Nothing in this contract should be construed as a waiver of any governmental immunity by the Grantee, the MLB, its agencies, or employees as provided by statute or court decisions.

## **XIII. CONFLICT OF INTEREST**

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Contract.

#### **XIV. ANTI-LOBBYING**

Grantee shall not use any of the grant funds awarded in this Contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2): "Lobbying' means communicating directly with an official of the executive branch of State government or an official in the legislative branch of State government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Contract for the purpose of litigation against the MLB. Further, the Grantee shall require that language of the assurances in this section be included in the award documents of all subawards at all tiers.

#### **XV. DEBARMENT AND SUSPENSION**

By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractor:

- (1) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or the State.
- (2) Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, MLB, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other State or federal laws, executive orders, regulations, and policies governing this program.

#### **XVI. AUDIT AND ACCESS TO RECORDS**

Pursuant to MCL 18.1470 the MLB reserves the right to conduct a programmatic and financial audit of the project, and the MLB may withhold payment until the audit is satisfactorily completed. The Grantee is required to maintain all pertinent records and evidence pertaining to this Contract, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the MLB. The financial and accounting records associated with this Contract shall be made available to MLB, its designee, and the auditor general, upon request, during the terms of this Contract and any extension of this Contract and for three years after the Contract End Date or final payment under the Contract, whichever is later. The Grantee will provide proper facilities for such access and inspection.

**XVII. INSURANCE**

The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Contract.

**XVIII. OTHER SOURCES OF FUNDING**

The Grantee guarantees that any claims made to the MLB under this Contract must not be financed by any source other than the MLB under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the MLB, the total amount representing such duplication of funding.

**XIX. COMPENSATION**

(A) The MLB will pay the Grantee a total amount not to exceed the amount specified in Section 1 of this Contract, and only for expenses incurred for this project. Grantee may not expend more than \$0.00 for administrative costs. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Unless otherwise agreed to in writing, expenses incurred by the Grantee prior to the Start Date or after the End Date of this Contract are not allowed under the Contract.

(C) The MLB will approve payment requests after approval of reports and related documentation as required under this Contract.

(D) The MLB reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Contract will be processed by Electronic Funds Transfer (EFT). The Grantee shall register to receive payments by EFT at the Contract & Payment Express Web Site (<http://www.mi.gov/cpexpress>).

(F) Final payment will be withheld by the MLB until the project is completed in accordance with Section XX, Closeout, and Appendix A.

**XX. CLOSEOUT**

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the MLB after the Grantee has satisfactorily completed the activities and deliverables described in Appendix A.

(B) Upon issuance of final payment from the MLB, the Grantee releases the MLB of all claims against the MLB arising under this Contract. Unless otherwise provided in this Contract or by law, final payment under this Contract shall not constitute a waiver of the MLB's claims against the Grantee.

(C) The Grantee shall immediately refund to the MLB any payments in excess of the costs allowed by this Contract.

## **XXI. CANCELLATION**

This Contract may be canceled by the MLB, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the MLB and Grantee. The MLB reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Contract.

## **XXII. TERMINATION**

(A) This Contract may be terminated by the MLB as follows:

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation cited on page 1 or other applicable law or rules;
- b. If the Grantee knowingly and willingly presents false information to the MLB for the purpose of obtaining this Contract or any payment under this Contract;
- c. If the MLB finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the MLB in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract;
- d. During the 30-day written notice period, the MLB shall also withhold payment for any findings under subparagraphs a through c, above; or
- e. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Labor and Economic Growth or its successor.

(2) Immediately and without further liability to the MLB if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes;
- d. Convicted of any other criminal offense that, in the sole discretion of the MLB, reflects on the Grantee's business integrity; or
- e. Added to the federal or State Suspension and Debarment list.

(B) If a grant is terminated, the MLB reserves the right to require the Grantee to repay all or a portion of funds received under this Contract.

**XXIII. NOTIFICATION OF DELAYS**

The Grantee shall inform the MLB’s Contact of any delays in the start-up of the project and any delays in progress toward completion of the project. Any change to the Contract End Date must be approved by MLB as set forth in Section IV.

The individuals signing below certify by their signatures that they are authorized to sign this Grant Contract on behalf of their agencies, and that the parties will fulfill the terms of this Contract, including the attached Appendix A, and used only as set forth herein.

**XXIV. PUBLICITY**

Grantee shall cooperate with MLB and coordinate with MLB for all press releases and public events regarding the projects, including, but not limited to, being available for and attending press events for state and local representatives.

**FOR THE GRANTEE:**

\_\_\_\_\_  
Adam Zettel, City Manager

\_\_\_\_\_  
Date

**FOR THE MLB:**

\_\_\_\_\_  
Mark Morante, Authorized Officer

\_\_\_\_\_  
Date

**PROJECT  
SCOPE AND REQUIREMENTS  
APPENDIX A**

**I. PROJECT LOCATION**

The Grantee agrees to perform or to assume responsibility for the performance of all functions and tasks contained herein in order to complete the demolition of the properties listed below:

Parcel Number: 58-02-529-017

More Commonly Known As: 5012 Holland Drive, Swartz Creek, Michigan 48473

**II. PROJECT REQUIREMENTS AND SCOPE**

The Grantee shall complete demolition and clearance of structures and contents at the properties identified in Section I, whether above or below ground on each site by the Contract End Date.

1. The Grantee shall carry out the demolition and clearance activities in accordance with the requirements set forth in this Project Scope.
2. The Grantee shall coordinate demolition and clearance activities, ensuring that all approvals and permits are in place prior to the start of work.
3. The Grantee shall ensure compliance with all requirements related to lead-based paint, asbestos and other hazardous materials and notify the appropriate state or local agencies or Michigan Department of Environmental Quality (MDEQ) if required by law. Further details and requirements are located on the following websites; [http://michigan.gov/deq/0,1607,7-135-3310\\_4106-11856--,00.html](http://michigan.gov/deq/0,1607,7-135-3310_4106-11856--,00.html), [http://michigan.gov/deq/0,1607,7-135-3307\\_29693\\_30031---,00.html](http://michigan.gov/deq/0,1607,7-135-3307_29693_30031---,00.html), <http://www.hud.gov/offices/lead> and <http://www.epa.gov/asbestos>.
4. Demolition includes the complete tearing down and razing of a structure and the deconstruction of a structure in compliance with all local and state laws and regulations.
5. Clearance of sites includes removal and disposal of all materials and debris in compliance with federal, state or local requirements; providing for erosion control; and other incidentals necessary to satisfactorily complete the structure removal. All debris shall go to a licensed sanitary landfill. Copies of the landfill receipts for every load removed from the project site must be maintained for each day and made available for inspection as requested.

6. MLB will establish specific reporting requirements for the project. Items requested will include but are not limited to, direct demolition documentation listed in Section II 7(f) of Appendix A, as well as, indirect demolition information that will assist in providing demolition impact evaluation for the completed project as a whole.
  
7. The Grantee is responsible for:
  - a. Providing qualified personnel, equipment, materials and other resources necessary to perform activities in order to complete demolition and clearance of all the properties identified in Section I by the Contract End Date.
  
  - b. Ensuring adequate quality control.
  
  - c. Maintaining documents and records related to all the activities carried out under the Contract. The Grantee shall maintain current, accurate and complete records according to and in compliance with all applicable federal, state and local requirements and Section XVI of the Contract. Identifying a Project Manager or designated representative who will serve as the Grantee's contact person and who has final authority for the Grantee on all matters relating to the contract.
  
  - d. Coordinating with MLB on matters relating to the project requirements, including completion, or any items that require immediate attention or that impact on the results or quality of the work to be performed.
  
  - e. Accuracy of the work performed. Grantee is required to make all necessary revisions or corrections resulting from errors and omissions on the part of the Grantee without additional Funding. Acceptance of the work by MLB will not relieve the Grantee of the responsibility for subsequent correction of any such errors and omissions.
  
  - f. Reporting the status of the project to MLB in accordance with the reporting requirements established by MLB for the Grantee's project. The reports will require, but not be limited to, the following information.
    - i. Bi-weekly Work in Process report
    - ii. Signed approved invoices
    - iii. Procurement documents - RFP, Contracts, Bid Tabs
    - iv. Pre Demo Photo/Post Demo Photo
    - v. Deed/Site Control
    - vi. Blight Certificate
    - vii. Gas, Electric, and Water wrecking clearances
    - viii. Asbestos Survey
    - ix. Demo Permit
    - x. Abatement Clearance
    - xi. Open Hole Inspection and Picture
    - xii. NESHAP 10- Day Notice – Abatement
    - xiii. NESHAP 10- Day Notice – Demo
    - xiv. Signed Waste Manifests

### **III. PROJECT COMPLETION**

The Grantee shall submit to MLB, in a timely manner, one (1) complete copy of a Request for Payment form that includes all supporting documentation. The format for the Request for Payment form is Appendix C.

The MLB will make payment after each project phase is complete. Project phase completion means all of the following:

- (1) All structures have been demolished in accordance with the project requirements for which payment is being requested.
- (2) The Grantee has submitted the Request for Payment form, including all supporting documentation.

The MLB shall make a determination of project phase completion, and any review of the project and the project file the MLB deem necessary in its sole discretion, including site inspections.

Payment of funds by MLB is based on satisfactory completion of work and successful closeout of each phase.

Grantee may not submit a Request for Payment more than once every 15 days.

**PROJECT  
PROJECT LOCATIONS  
APPENDIX B**

**DELETED – NOT APPLICABLE**

**PROJECT  
PAYMENT REQUEST FORM  
APPENDIX C**

*FORM ATTACHED*

**PAYMENT REQUEST**

(To be submitted on organization's letterhead)

Date

Jeff Huntington, Senior Property Analyst  
Michigan Land Bank Fast Track Authority  
735 East Michigan Avenue  
Lansing, MI 48912

RE: Name of Organization  
Address of Organization  
Contact Number

Dear Mr. Huntington:

In review of the work performed by (contractor named below) and the attached invoice, I request that (\$ \_\_\_\_\_) be released to \_\_\_\_\_, for this payment request. I also certify, that within (3) business days of receiving these funds that payments will be made to the requested party.

Payment Request No. (Overall) \_\_\_\_\_  
Name of Contractor/Architect: \_\_\_\_\_  
Address of Subcontractor \_\_\_\_\_  
Service(s) Provided \_\_\_\_\_  
Amount \$ \_\_\_\_\_

Sincerely,

# 2015 Water Quality Report for City of Swartz Creek

This report covers the drinking water quality for City of Swartz Creek for the 2015 calendar year. This information is a snapshot of the quality of the water that we provided to you in 2015. Included are details about where your water comes from, what it contains, and how it compares to Environmental Protection Agency (EPA) and state standards.

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

- **Contaminants and their presence in water:** Drinking Water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the **EPA's Safe Drinking Water Hotline (800-426-4791)**.
- **Vulnerability of some populations:** Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune systems disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial contaminants are available from the Safe Drinking Water Hotline (800-426-4791).
- **Sources of drinking water:** The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances

resulting from the presence of animals or from human activity.

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

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

## Water Quality Data

The table below lists all the drinking water contaminants that we detected during the 2015 calendar year. The presence of these contaminants in the water does not necessarily indicate that the water poses a health risk. Unless otherwise noted, the data presented in this table is from testing done January 1 – December 31, 2015. The State allows us to monitor for certain contaminants less than once per year because the concentrations of these contaminants are not expected to vary significantly from year to year. All of the data is representative of the water quality, but some are more than one year old.

### Terms and abbreviations used below:

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

Regulated Contaminant	MCL	MCLG	Level Detected	Range	Year Sampled	Violation Yes / No	Typical Source of Contaminant
Nitrates	10	10	.30	n/a	2015	no	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits
Fluoride (ppm)	4	4	.43	n/a	2015	no	Erosion of natural deposits. Discharge from fertilizer and aluminum factories.
TTHM - Total Trihalomethanes (ppb)	80	N/A	.5mg/l		2015	no	Byproduct of drinking water disinfection
HAA5 Haloacetic Acids (ppb)	60	N/A	1mg/l		2015	no	Byproduct of drinking water disinfection
Chlorine (ppm)	<b>MRDL</b>	<b>MRDLG</b>				no	Water additive used to control microbes
	4	4					
Radioactive Contaminant	MCL	MCLG	Level Detected	Range	Year Sampled	Violation Yes / No	Typical Source of Contaminant
Combined radium (pCi/L)	5	0	0.86 + or - 0.66		2014	no	Erosion of natural deposits
Contaminant Subject to AL	Action Level	MCLG	90% of Samples ≤ This Level		Year Sampled	Number of Samples Above AL	Typical Source of Contaminant
Lead (ppb)***	15	0	0		2015	none	Corrosion of household plumbing systems; Erosion of natural deposits
Copper (ppm)	1.3	1.3	1.1		2015	none	Corrosion of household plumbing systems; Erosion of natural deposits; Leaching from wood preservatives
Special Monitoring and Unregulated Contaminant **			Level Detected	Year Sampled	Comments		
Sodium (ppm)			4.00	2015	Typical source is erosion of natural deposits		

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

\*\* Unregulated contaminants are those for which EPA has not established drinking water standards. Monitoring helps EPA to determine where certain contaminants occur and whether it needs to regulate those contaminants.

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

Microbial Contaminants	MCL	MCLG	Number Detected	Violation Yes / No	Typical Source of Contaminant
Total Coliform Bacteria	>1 positive monthly sample (>5.0% of monthly samples positive)	0	0	No	Naturally present in the environment
Fecal Coliform and <i>E. coli</i>	Routine and repeat sample total coliform positive, and one is also fecal or <i>E. coli</i> positive	0	0	No	Human and animal fecal waste

Monitoring and Reporting **to the DEQ** Requirements: The State and EPA require us to test our water on a regular basis to ensure its safety. We met all the monitoring and reporting requirements for 2015.

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

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

2015 Consumer Confidence Report is available at the Paul D. Bueche Municipal Building or the City website [www.cityofswartzcreek.org](http://www.cityofswartzcreek.org).