

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday, September 12, 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 August 22, 2016 MOTION Pg. 16
5. **APPROVE AGENDA:**
 - 5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
 - 6A. City Manager's Report MOTION Pg. 2
 - 6B. Trail Schematic Engineering Proposal and Maps (Business Item) Pg. 37
 - 6C. Monthly Reports (DPW, Police, Budget, Check Register & Building) Pg. 44
 - 6D. State Infrastructure Bank Loan Award & Contract Pg. 74
 - 6E. Police Authority Interlocal Agreement Amendment – Name Change (Business Item) Pg. 114
 - 6F. Gaines Township Master Plan Notice Pg. 140
 - 6G. Consumers Energy Notices Pg. 141
 - 6H. Homecoming Parade Application (Business Item) Pg. 147
 - 6I. Minutes (Street Committee, Planning Commission w/ letter to Gaines, Park Board) Pg. 151
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Trail Schematic Engineering RESO Pg. 12
 - 8B. Police Authority Agreement Amendment RESO Pg. 13
 - 8C. Street Updates DISC
 - 8D. Generator Asset Disposal – Auction RESO Pg. 15
 - 8E. Street Closure Permit – Homecoming Parade RESO Pg. 15
10. **MEETING OPENED TO THE PUBLIC:**
11. **REMARKS BY COUNCILMEMBERS:**
12. **ADJOURNMENT:** MOTION

Next Month Calendar

Street Committee:	Tuesday, September 13, 2016, 5:30 p.m., PDBMB
Fire Board:	Monday, September 19, 2016, 6:00 p.m., Public Safety Building
Police Authority (Special):	Wednesday, September 21, 2016, 10:00 a.m., PDBMB
City Council:	Monday, September 26, 2016, 7:00 p.m., PDBMB
Police Authority:	Wednesday, September 28, 2016, 10:00 a.m., PDBMB
Planning Commission:	Tuesday, October 4, 2016, 7:00 p.m., PDBMB
Park Board:	Wednesday, October 5, 2016, 6:00 p.m., PDBMB
City Council:	Monday, October 10, 2016, 7:00 p.m., PDBMB
Downtown Development Authority:	Thursday, October 13, 2016, 7:00 p.m., PDBMB

City of Swartz Creek
CITY MANAGER'S REPORT
 Regular Council Meeting of Monday, September 12, 2016 - 7:00 P.M.

TO: *Honorable Mayor, Mayor Pro-Tem & Council Members*
FROM: Adam Zettel, City Manager
DATE: September 7, 2016

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

✓ **OUTSTANDING APPEALS (Update)**

There is only one pressing appeal that is pending, and that is the Genesee Valley Meadows Golf Course. This appeal and appraisal process is ongoing. Information from the owner is sparse, but the appraisal company is working with materials available to ascertain a new value. The appraiser is confident that a value can be determined that will help all parties resolve the matter.

Other appeals that the city is preparing to do full appraisals on are the Topvalco (Kroger) property and O'Reilly Auto Parts. These are newer submission that will take some time to resolve themselves.

I expect a future negotiation for the office building, for which we are awaiting some market data (Huizinga Properties). A complete listing of outstanding appeals is as follows (updates to this list are pending; raceway is settled):

Year	Parcel #	Docket	Owner	Petitioner's Representative	Assessed Current	Taxable Current	Assessed Requested	Taxable Requested	Status	Notes
2015	58-32-100-004	15-002500	Shkreli Investments	Fred Gordon	286,600	286,600	50,000	50,000	Awaiting appraisal	Golf Course
2016	58-32-100-004	15-002500	Shkreli Investments	Fred Gordon	389,900	287,459	50,000	50,000	Awaiting appraisal	Golf Course
2015	58-35-576-039	15-002131	CenterpiecePlaza	Laura Hallahan	182,600	181,762	110,000	110,000	Stipulation pending	
2015	58-35-576-040	15-002131	CenterpiecePlaza	Laura Hallahan	21,900	19,778	15,000	15,000		
2016	58-35-576-039	15-002131	CenterpiecePlaza	Laura Hallahan	181,300	181,300	110,000	110,000		
2016	58-35-576-040	15-002131	CenterpiecePlaza	Laura Hallahan	41,000	19,837	15,000	15,000		
2015	58-35-400-001	15-001904	Sports Creek	Michael Shapiro	1,207,400	918,667	500,000	500,000	answered 6/9/15	
2015	58-02-200-033	15-002502	Nemer Enterprises	Kal Nemer	293,400	196,940	190,000	190,000	Awaiting withdrawal	Morrish Rd office
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	
2016	58-02-200-029	15-002787	S.C. Mini Storage	Steve Johnson	861,000	859,495	550,000	550,000		
2016	58-31-626-002	16-001553	Huizinga Properties	Mark Pendery	131,800	131,800	85,000	85,000	Answered 6/21/16	
2016	58-36-576-012	16-002714	Topvalco/Kroger	H. Adam Cohen	2,239,700	2,044,916	1,100,000	1,100,000	Answered 8/2/16	
2016	58-31-551-006	16-003390	O'Reilly Auto Parts	Thomas Randle	523,900	453,942	150,000	150,000	Awaiting formal petition	

✓ **STREETS (See Individual Category)**

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

We finally received a fully executed copy of the cost sharing agreement for this signal. As previously indicated, we await action by Consumers Energy prior to the light installation by Genesee County Road Commission staff.

- ✓ **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, 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	
								Cost			
								Totals:	\$477,578	\$385,213	\$92,365

- ✓ **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.
- ✓ **2016 STREET BIDS-SCRAP TIRE GRANT (Update)**
The work is finally completed. We learned quite a bit regarding simultaneous water main and street work. We will take some of these lessons and apply them to future projects in the form of public education and enhanced waste collection methods.
- ✓ **WATER – SEWER ISSUES PENDING (See Individual Category)**
- ✓ **SEWER REHABILITATION PROGRAM (Update)**
Mr. Svrcek, Rowe PSC, and Liqui-Force are going to be meeting regarding the next phase of sewer work. I expect to have a proposal by September 26, with work to begin in October. The areas of focus are still in Winchester Village.
- ✓ **KWA (Update)**
The authority estimates full operations by summer of 2017, so we may only be a couple quarters away from seeing a more sustainable rate structure.

For the most part, the politics and operations of the authority appear stable and professional. However, there is still a lingering shadow related to the Flint Water Crisis that involves an ongoing state investigation. Hopefully, there are no future state interventions that alter operations, costs, or political organization of the authority.

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

The current rate calculation worksheets place water loss at about 18%. This is consistent from previous accountings, and it is still high. The county agrees and is evaluating their master meters more thoroughly.

Mr. Svrcek believes that recent corrections to the billing system are resulting in additional savings that have yet to be measured based upon the annual water loss review. (The last quarter is about 1.3% lower). We will obviously continue to monitor this. 10-12% is the target range for the time being. This rate is generally accepted to account for hydrant use (flushing, training, fire flows), leaks, breaks, and theft. If we cannot achieve this target by the next evaluation, we will likely look to engage in hydrogen infusion leak detection.

In the meantime, we continue to evaluate master meter and retail billing. We are also physically searching for breaks that may be currently undetected due to their proximity to a storm drain or water body (Swartz Creek).

Note that water loss is difficult to monitor because, unlike systems that pressurize their own systems, we can only track usage on the quarterly basis in which we bill customers. Because this process can take a week, we generally require an annual review to lessen the impact of the extended reading period.

✓ **SHARED SERVICES, POLICE DEPARTMENTS** *(Update-Business Item)*

The police authority met on the morning of August 24th at the Mundy Township offices. There is a tentative labor agreement that covers all patrol officers. This is a big milestone in the evaluation of the authority operations. Staff has also obtained the services of a professional CPA to assist with establishing the “housekeeping” functions of the authority (payroll, budgeting, staffing, etc.). These steps should enable the authority to deliver findings by early October, with the intention of hosting one or more public hearings in October prior to a vote by the municipalities.

It appears that a special meeting is scheduled for September 21, 2016 at 10:00 a.m. at the PDBMB. The regular meeting for the 28th is still on the schedule as well.

If anyone is interested in learning more about the proposed details of the authority prior to final proposals and hearings, I encourage you to contact Mr. Clolinger or Mr. Atkinson directly. I am also available.

We do have some housekeeping business to attend to related to the authority. The board resolved to change its name, and this requires a resolution of the city council and township board. The original name of the authority is “Regional Police Authority of Genesee County”. The amended name is the “Metro Police Authority of Genesee County.” I am not sure why this small change was sought or why it was not completed with a “d/b/a” (doing business as filing), but it is harmless. A resolution is attached.

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

The lighting has been approved, funded, and submitted to Consumers Energy. They are taking forever to get this done. 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.

All lots in Springbrook East have sold. The city is now clear of this project as a land owner interest.

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.

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

The street committee considered this neighborhood at their meeting on August 30th. They believe the city should reach out to all property owners with vacant lots. However, it is thought that a cost estimate for the required improvements (sanitary and storm water) should be prepared beforehand. City engineer, Lou Fluery, is looking into the work previously done to see if the storm water plan is detailed enough to price out.

I have reached out to the Gaines Township Supervisor again to see if there is an interest in cooperating on this matter, and we are scheduled to meet prior to the next committee meeting. The planning commission directed the mailing of a letter on this matter.

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

The next newsletter is set to print in about two months. I welcome ideas. At this point, I am certain that we will do a write up on the street projects for the coming year, as well as routine fall service items.

✓ **CAPPY LANE LIFT STATION** *(Update)*

Work is underway. The project is on schedule for an October completion. We expect the station to remain operational throughout this process with no disruption in sewage transportation. I will keep the city council advised on the timeline.

✓ **BUILDING SERVICES** *(Update)*

Unless there is a desire to review the agreement with Mundy Township or otherwise look at alternate methods to provide this service, I think we can maintain the status quo and continue with the shared building agreement we have with Mundy Township. I will look to remove this section from future reports.

✓ **SUNOCO** *(Update)*

I was prepared to bring a resolution to the council that would set the ground work to review and recommend a course of action and/or new use for this site. However, Mobile Exxon sent a notice to our environmental legal counsel that they wish to access the site for soil removal. Though we have heard this before, the prudent course is to ascertain the potential for this to occur in a timely manner.

We are responding that we will entertain a Site Access Agreement that would enable them to remove and replace our soils. However, we are seeking remuneration for the impact of this access on our site and the adjacent infrastructure. If negotiations ensue, I

intend to engage our environmental consultant, the environmental attorney, Mr. Gildner on our behalf to ensure our position is optimized for legal, liability, and financial purposes. I will keep the city council informed.

✓ **STREET PROJECT REVIEW COMMITTEE (Update)**

A meeting was held August 30th at 5:30 p.m. at the city offices. Minutes are attached that reflect the deliberations and recommendations. Overall, the committee is very effective and is leading the way on some project details such as lighting and traffic calming.

They also made two recommendations, one of which requires city council approval. The committee recommended that the city council affirm the loan details. However, there are a couple items that have arisen since that require more information. Specifically, the State is not certain if the city shall need to pay prevailing wages to make use of these loan funds. To do so would significantly increase our costs. I am awaiting their final position. In the meantime, I have contacted a well-respected municipal bonding firm in metro Detroit. We also have some more items of business before the committee before a final loan amount is known.

Per our phase one street project plan, the committee noted a need for \$1.6 million in State Infrastructure Bank loan funds to provide for all scheduled street and water main improvements. This loan has been approved for a 10 year term at 2.5%. The impact on annual street debt is projected to be \$147,164.09 (with the remainder of the payment being applied to the water fund). This is within the \$150,000 amount budgeted for debt service. So, if there are no other project changes or loan conditions, we will be all set.

The other recommendation was related to the scope of Ingalls Street. The original proposal is to rehabilitate Ingalls from McLain to Hayes, excluding Hayes to Morrish as well as McLain to Fairchild. The committee desires to complete all sections at once, potentially adding \$150,000 to next year's budget. Part of the reason for doing so is to address a safety issue on Ingalls Street between Fairchild and School. This section of street lacks a sidewalk on the north side, and it is also a very wide section (35 feet), which encourages speeding by the school. The committee recommends the entire section from Fairchild to School be narrowed, with new sidewalk on the north side. This comes highly recommend from Mr. Clolinger, who noted numerous vehicle-pedestrian incidents in this area over the years. The added cost for this is estimated to be \$90,000.

The committee understands that these additions may increase the cost scope beyond the budget. However, there are no changes to the preliminary engineering costs approved by the city council. The expectation is to bid all projects and review the scope and costs in the spring prior to awards, thereby ensuring affordability.

The group also discussed street lighting, traffic calming (speed control), street name signs, road width (parking), and Winchester Woods. Their next meeting is Tuesday, September 13, 2016 at 5:30 p.m. at city hall. It is expected that there will be a presentation on the potential for a traffic circle within Winchester Village.

✓ **ELMS PARK RENOVATIONS (Update)**

The restrooms are complete, and the books are closed on this component of the project. The remainder of the grant funded improvements will be bid during the winter months when the contractor interest and pricing will be in our favor. While any delay is frowned upon, this will enable the improvements to coincide with the Dog Park and Tot Lot projects. There should not be any adverse impacts on our grant status.

The dog park has been approved. The scouts indicated that this should be installed early in 2017. The park board will be addressing operating rules/guidelines for this facility this summer. In the meantime, we await progress by the scouts.

✓ **CLOCK DONATION (Update)**

The clock installation is ongoing!

✓ **FIRE SERVICES BUDGET (Update)**

The fire board is expected to vote on a budget that will then be sent to the city council for review. I expect this to be on the agenda for September 26th.

✓ **WATER TOWER PAINTING (Update)**

Bid specifications are prepared (there are about 300 pages...who knew?). At this point, we intend to maintain the status quo concerning the optional features, which is a white background and red letters indicating "CITY OF SWARTZ CREEK." If the council decides, by its own action or a delegated action, to have an alternate form of text or logo placed upon the tower, this would need to be brought up at this meeting!

As noted elsewhere in the packet, there may indeed be a viable inter-community purpose for this water tower after all. We are working with the county drain office to learn more.

Lastly, the fence surrounding this property is tired and not in line with our own maintenance standards. We are soliciting some initial estimates to replace the fence with a minimum of vinyl coated chain link (black). We may look to use a commercial grade screening fence behind the residences to enhance their properties. I will report back to the council.

✓ **TRAIL PLANNING CONCEPTS (Business Item)**

Based upon the last meeting, I have drafted a resolution to approve funding for all three trail segments listed for schematic engineering by OHM. The report from the last meeting on the content of this matter follows:

The community has been planning and developing a non-motorized path system for over a decade. The plan itself now resides in the Park Plan (let me know if you require a copy). Slowly, but surely, things have been coming together. This has happened mostly in the form of sidewalks combined with bike lanes, but some off street paths have been constructed as well (Elms Road and Meijer).

I have been approached by the Genesee County Metropolitan Planning Commission and the low bidder of their trail schematic engineering study (OHM Engineers), to move forward with some key components of the regional trail system. The priority for our

community (which is of great importance regionally) is the connector from the mall (Linden and Norko) to Elms Park in the city.

We have not pursued such connections in the past because the expense was substantial and our funds are dedicated to other areas. However, it has come to light that we may be able to combine state Department of Natural Resources grants with state Department of Transportation grants to fund such segments with little cost to the community. This is great news, and the success of combining these grants has been observed elsewhere in the county.

So, now what? In order to be in a position to apply for these grants, the city must have a good understanding of the exact trail layout and costs associated to make these connections. Such information is included in the schematic engineering documents that OHM bid on at the county level. These deliverables, while small in cost, are crucial to securing grant funding. However, the costs to conduct this preliminary work is not grant funded itself and would need to be paid for by the general fund or the major street fund (note that city is required to spend 1% of our ACT 51 road money revenues on non-motorized transport each year; ~\$5,000).

With that said, now may be the time to begin planning the more major investments in the trail system, with the intention of funding the improvements with grant funds. I would like to have the city council discuss the matter before preparing a resolution.

✓ **CONSUMERS ENERGY FORESTRY GRANT** (*No Change of Status*)

The city used to apply for and generally received a couple thousand dollars each year to help with forestry efforts in right-of-ways and in parks. The grant was sponsored by Consumers Energy in an effort to get the right trees in the right places (e.g. low growing trees under wires and larger canopy trees in open places). This grant has enabled plantings along Miller Road, on the Mary Crapo campus, and near the Verizon building on Ingalls (among other places).

I am working with Tom to put together a list of 25 plantings. If you have ideas, let us know.

✓ **SPECIAL LAND USE – ESSENTIAL PUBLIC SERVICE** (*Update*)

Consumers Energy applied for a special land use to place gas regulatory equipment on Bristol Road at Miller Road. The application was not sufficient for the planning commission to make findings at their regular September meeting on the 6th. There was also comment by a few neighbors that were very concerned about fumes, safety, and visibility of the equipment. Consumers was able to verbally indicate changes and upgrades that would improve the installation. They requested to postpone a determination until the next regular meeting, pending a new submission. The planning commission agreed.

✓ **GENERATOR ASSET DISPOSAL - AUCTION** (*Business Item*)

The city can no longer use the specialty generator that was assigned to the lift station on Cappy Lane. Tom recommends we auction this publicly, and that certainly appears to be the simple and proper course of action. We did consider ideas to keep it in reserve or repurpose it. However, due to specialized voltage delivery needs for the lift

station, it is impractical to use this generator for general use or as a backup at any of our other municipal buildings. A resolution is attached. Bidding is expected to start at \$2,500.



- ✓ **STREET CLOSURE PERMIT – HOMECOMING PARADE** (*Business Item*)
There is a routine permit before the city council for the annual Homecoming Parade. The route remains the same as last year, opting for a loop from the Middle School via Crapo Street and Morrish Road. Chief Clolinger sees no problems with this arrangement. The parade is scheduled for 5pm on Friday, September 30, 2016.
- ✓ **OTHER COMMUNICATIONS & HAPPENINGS** (*Update*)
 - ✓ **CONSUMERS ENERGY** (*Update*)
There are a number of notices for CMS in the packet. Among those is a pretty hefty gas distribution rate increase.
 - ✓ **MONTHLY REPORTS** (*Update*)
The full suite of August reports are included. There is nothing remarkable among the reports.
 - ✓ **GAINES MASTER PLAN NOTICE** (*Update*)
Gaines Township is updating their master plan. The planning commission has been informed of this process as well. If nothing else, I do intend to communicate the desire to cooperate on the service provision to Winchester Woods and the need to supply a second water feed to the west of the city (supplying Oakwood Village and developmental areas in the vicinity). The planning commission nominated Mr. Dennis Pinkston as the city representative to Gaines Township's Planning Commission meetings. A formal letter indicating our stance on the matters above will also be sent.

If you are interested in viewing or receiving a copy of the 2006 Gaines Township Master Plan, please let me know. We do have copies. A copy of the letter sent to Gaines is included in the packet.
- ✓ **MINUTES** (*Update*)

Minutes for the planning commission, park board, and street committee are included. Enjoy!

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

✓ **PLANNING COMMISSION** (*Update*)

The commission held their regular meeting on September 6th. Two business items were discussed, the Consumers Energy gas regulator and the Gaines Township Master Plan. Please see those sections of the report for details. The next regular meeting is scheduled for October 4, 2016. Also, I am attempting to get our three newest planning commission members scheduled to attend the Michigan Association of Planning Conference in October. They are looking at their availability.

✓ **DOWNTOWN DEVELOPMENT AUTHORITY** (*Update*)

The DDA met on August 11th. The board approved one façade improvement grant in the amount of \$2,500 to the Swartz Creek Art Gallery. The group also discussed the Sunoco station, the details of which are described above. There will not be a September meeting, with the October meeting scheduled for October 13, 2016.

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

The zoning board of appeals held their annual meeting on May 18th, 2016. The board held this meeting for training purposes only. No other meetings are scheduled.

✓ **PARKS AND RECREATION COMMISSION** (*Update*)

The park board met on September 7th and had one of their best attended and most engaging meetings in a long time. Minutes are included in the packet. New business included discussion of disc golf at Winshall. Concerning this topic, Mr. Larry Bush indicated that Hometown Days may purchase the 54 acres on the other side of the creek, enabling many community assets to be shared. The board heard from the public on this topic, and there were many exciting ideas. There was also discussion about park maintenance with the exercise trail, tables, signs, and pavilions.

The Recreation Passport Grant work for phase II is pending, as is the dog park. Fundraising for the tot lot continues successfully, with a pumpkin sale planned for early October. The next meeting is planned for Wednesday, October 5, 2016, at 6:00 p.m.

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

The Board of Review met on July 19th. Mr. Richard Ballreich was selected as the Chair of the Board. Four parcels were addressed at the meeting, including principle residency exemptions, capping of taxable value, and a disabled veteran exemption. The next meeting is scheduled for December 13, 2016.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

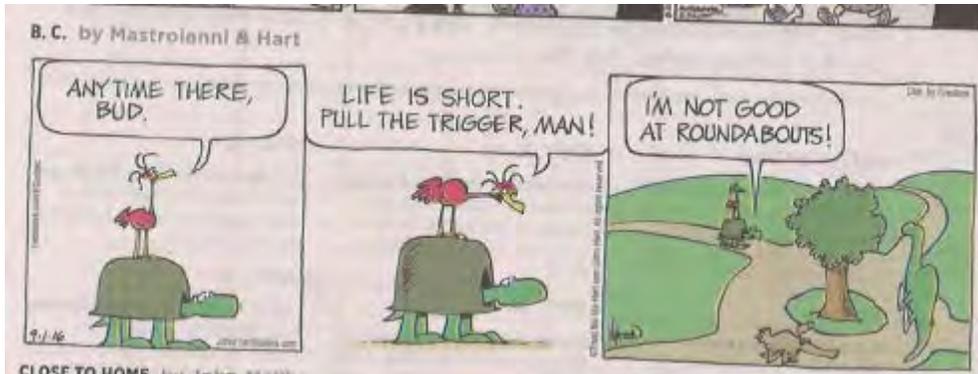
✓ **STREET PROJECT UPDATES** (*Business Item*)

A recommendation of the street committee was to greatly expand our public relations and communications regarding street projects. Since we are going to be in the street

replacement business for the next decade, this seems prudent. In addition to more written materials and a dedicated webpage, the committee recommended a verbal report on such matters at each city council meeting. This is the first installment. From now on, whether the report is big or small, I intend to have “Street Project Updates” on the business section of the agenda.

For a more complete written report, see the street committee minutes and the street report above.

For your “traffic circle” enjoyment...



Council Questions, Inquiries, Requests, Comments, and Notes

Landscaping Die-off: Meijer and O'Reilly Auto Parts have both experienced a predicable degree of landscaping die-off. Meijer, being about three years old, has probably experienced this problem more significantly. In accordance with the zoning ordinance, both have been notified to rectify the situation by replacing or substituting plants/ground cover. Meijer has a truck onsite with replacement materials. They have also marked trees for replacement.

Library Card Month: September is Library Card Month. If you don't have one, get one!

ITT Tech: ITT is closing all of its schools nationwide due to a lack of financial aid support for students via federal programs. The school off of Miller Road (Flint Township) is presumably closed immediately.

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, September 12, 2016, 7:00 P.M.**

Resolution No. 160912-4A MINUTES – AUGUST 22, 2016

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, August 22, 2016, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 160912-5A AGENDA APPROVAL

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of September 12, 2016, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 160912-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of September 12, 2016, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 160912-8A TRAIL SCHEMATIC ENGINEERING

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek Master Plan, as well as the Parks and Recreation Plan, encourage the establishment and expansion of a non-motorized trail system within the city that will connect to the Genesee Valley Trail at Dye Road; and

WHEREAS, the city intends to seek funding support from the Michigan Department of Transportation, The Michigan Department of Natural Resources, other local agencies, and general fundraising to support the construction of such trails; and

WHEREAS, schematic engineer is a useful and necessary component to illustrate routes, establish construction costs, and garner interest in the non-motorized trail network; and

WHEREAS, OHM Advisors provided low bids to the Genesee County Metropolitan Planning Commission for services related to the creation of schematic engineering; and

WHEREAS, OHM, who was approved by the city via the Qualified Bidding Selection Process, submitted pricing to the city for schematic engineer for three proposed trail segments in the city; and

WHEREAS, the City Council has an obligation to spend 1% of Act51 street monies on non-motorized transportation, and amount equal to about \$50,000 over ten years.

THEREFORE, I MOVE the City of Swartz Creek City Council approves the schematic engineering proposal submitted by OHM Advisors on August 16, 2016, funds to be paid from Fund 202, the Major Street Fund, and further directs the Mayor to execute said proposal on behalf of the city.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 160912-8B

APPROVING AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT, WHICH ESTABLISHED A JOINT POLICE AUTHORITY WITH THE CHARTER TOWNSHIP OF MUNDY PURSUANT TO THE MICHIGAN CONSTITUTION OF 1963, ARTICLE 7, § 28, AND THE URBAN COOPERATION ACT OF 1967, BEING ACT NO. 7 OF THE MICHIGAN PUBLIC ACTS OF 1967, EX. SESS.

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek (“City”) operated a police department to provide public safety to the residents and visitors to the City; and

WHEREAS, the Charter Township of Mundy (“Township”) operated a police department to provide public safety to the residents and visitors to the Township; and

WHEREAS, in September 2014, the City and Township executed an **AGREEMENT TO OVERSEE POLICE DEPARTMENT**, whereas the Township’s Police Chief would oversee the City’s Police Department; and

WHEREAS, the AGREEMENT TO OVERSEE POLICE DEPARTMENT included the officers of the City and Township being sworn in as officers of both the City and Township police departments; and

WHEREAS, as the City and Township explored whether it would be in the best interest of the City and Township to jointly establish a Police Authority (“Police Authority”); and

WHEREAS, the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Michigan Public Acts of 1967, Ex. Sess., being MCL § 124.501, *et seq.*, permit governmental units to exercise jointly with other governmental units any power, privilege or authority which such governmental units share in common which each might exercise separately; and

WHEREAS, the City and Township are both a “public agency” as that term is defined under Act 7 of the Michigan Public Acts of 1967, Ex. Sess., being MCL § 124.501, *et seq.* The Township and City both possess the power, privilege, and authority under State law to provide police protection to the residents and visitors to their respective municipalities; and

WHEREAS, the City and Township executed an Interlocal Agreement attached hereto as Exhibit A (“Agreement”) whereby establishing the Police Authority, pursuant to the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Michigan Public Acts of 1967, Ex. Sess., being MCL § 124.501, *et seq.*; and

WHEREAS, pursuant to Section 9.11 of the Agreement, the Agreement may be modified or amended upon written agreement of all of the parties to the Agreement and approved as provided in Act 7 by the governing bodies of the parties prior to becoming effective; and

WHEREAS, the parties to the Agreement desire to amend the Agreement for the limited purpose of changing the name of the police authority; and

WHEREAS, pursuant to Section 1.02(3) of the Agreement, proposed Amendment No. 1 to the Agreement shall be effective on the date that all of the following are satisfied:

- (i) Amendment No. 1 to the Agreement is approved and executed by the City Council of the City of Swartz Creek; and
- (ii) Amendment No. 1 to the Agreement is approved and executed by the Township Board of the Charter Township of Mundy; and
- (iii) Amendment No. 1 to the Agreement is filed with the county clerk of Genesee County, Michigan.
- (iv) Amendment No. 1 to the Agreement is filed with the Secretary of State of the State of Michigan.

NOW, THEREFORE, Be It Resolved that the City of Swartz Creek hereby approves Amendment No. 1 (attached hereto as Exhibit B) to the Interlocal Agreement (attached hereto as Exhibit A) and authorizes the Mayor to execute the Interlocal Agreement.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 160912-8D ASSET AUCTION

Motion by Councilmember: _____

I Move the City of Swartz Creek, finding the following equipment to be without a practical continuing use for municipal operations, hereby direct and authorize the Director of Public Services to auction the listed equipment by means of the Bidcorp.com service:

125 Genset; : Diesel; Serial #E890242933; Model #125DGEAL34296A

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 160912-8E STREET USAGE PERMIT, ANNUAL SCHOOL HOMECOMING FOOTBALL PARADE

Motion by Councilmember: _____

I Move the City of Swartz Creek approve the application of the Swartz Creek Student Council to conduct their annual High School Homecoming Parade on Friday, September 30, 2016 from 4:45 pm to 6:30 pm. Parade route as follows:

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

Under the direction and control of the office of the Chief of Police and in accordance with the stipulations and conditions set forth in the permit and application, including the provision of proper insurance.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 08/22/2016**

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

Invocation and Pledge of Allegiance.

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

Councilmembers Absent: Hicks.

Staff Present: City Manager Adam Zettel, City Clerk Connie Eskew, Director of Public Service Tom Svrcek.

Others Present: Tommy Butler, Steve Shumaker, Sharon Shumaker, Bob Plumb, Dennis Cramer, Lania Roche, Jim Barclay, Steven Lang, Boots Abrams, Andy Harris, Lou Fleury.

Excuse Councilmember Hicks

Resolutions No. 160822-01

(Carried)

Motion by Councilmember Gilbert
Second by Mayor Pro Tem Abrams

I Move the Swartz Creek City council excuse Councilmember Hicks.

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

APPROVAL OF MINUTES

Resolutions No. 160822-02

(Carried)

Motion by Councilmember Porath
Second by Councilmember Gilbert

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held Monday August 8, 2016 to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 160822-03

(Carried)

Motion by Mayor Pro Tem Abrams
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Agenda as amended for the Regular Council Meeting of August 22, 2016, to be circulated and placed on file.

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

City Manager's Report

Resolution No. 160822-04

(Carried)

Motion by Councilmember Florence
Second by Councilmember Gilbert

I Move the Swartz Creek City Council accept the City Manager's Report of August 22, 2016, including reports, communications and additions to be circulated and placed on file.

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

MEETING OPENED TO THE PUBLIC:

Tommy Butler, resident at 40 Somerset Drive, commented on the delay of installation on the light at Morrish/Bristol intersection.

Adam Zettel, City Manager encouraged residents to call and complain to County Road Commission.

ASSESSOR'S AGREEMENT RENEWAL

Resolution No. 160822-05

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Florence

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

AGREEMENT FOR PROFESSIONAL ASSESSOR SERVICES

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

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

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

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

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

SECTION I: BASIC SERVICES OF LANDMARK

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

1.1 General Duties:

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

1.2 Office Hours:

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

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

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

1.3 Public Relations/Customer Service:

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

1.4 New Construction/Loss Adjustment:

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

1.5 Economic Condition Factors (ECF):

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

1.6 "Proposal A" Requirements:

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

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

1.7 Assessment Roll Preparation and Records:

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

1.8 Reports:

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

1.9 Board of Review:

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

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

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

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

1.10 Sales and Appraisal Studies:

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

1.11 Forms:

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

1.12 Defense of Appeals:

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

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

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

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

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

1.13 Reappraisal Program:

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

1.14 Personal Property Statements, Canvas and Audits:

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

1.15 Equalization Increases:

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

1.16 Land Division Applications:

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

1.17 Assessor Certification:

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

1.18 Transportation and Equipment:

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

1.19 Indemnification/Employment:

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

1.20 Preparation of DDA and Reporting:

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

1.21 Assessor’s Recommendations:

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

1.22 Security of Information:

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

1.23 Optional Services:

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

SECTION II: TERM OF AGREEMENT

2.1 Contract Period:

Landmark shall commence performance of the services herein required on October 1, 2016. Unless sooner terminated, this Agreement shall, by its terms, expire September 30, 2017.

2.2 Mutual Right of Termination:

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

2.3 Termination for Cause or Breach:

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

2.4 Notice of Termination:

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

regard. The City shall be entitled to damages from Landmark for any information, materials or documents that are turned over to the City in unusable or altered form.

2.5 Amendment/Renegotiation:

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

If the Agreement is not reviewed or extended prior to its expiration date and the City desires to have Landmark continue on a month-to-month basis, the fee will be that which existed for the final month of the original term, being September, 2017.

SECTION III: PAYMENT

3.1 Compensation for Basic Services:

During the term of this Agreement, the City agrees to pay to Landmark, for performance of the Basic Services set forth in Section I of this Agreement, an amount equal to \$29,595 yearly (twenty-nine thousand, five hundred and ninety-five dollars). Landmark shall invoice the City an amount equal to \$2,466.25 on a monthly basis, net due 20 days.

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

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

SECTION IV: CITY RESPONSIBILITIES

4.1 Basic Data:

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

4.2 Office Equipment:

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

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

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

4.3 Computer:

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

4.4 Map Maintenance/Tax Roll Printing:

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

4.5 Office Supplies:

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

4.6 Existing ECF Areas:

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

4.7 Preparation of DDA and Reporting:

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

4.8 Legal Counsel:

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

SECTION V: RE-APPRAISAL, NON-BASIC SERVICES

5.1 Additional Services (Pricing/Reappraisal):

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

5.2 Implementation/Responsibility:

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

SECTION VI: MISCELLANEOUS PROVISIONS

6.1 Relationship Between City and Assessor:

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

6.2 Indemnification/Insurance:

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

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

6.3 Non-Assignability:

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

6.4 Professional Standards:

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

6.5 Ownership of Documents:

All documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications and other information, products or materials produced or held by Landmark, of whatsoever nature or type, in connection with this Agreement shall be the sole property of the City with the

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

6.6 Validity:

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

6.7 Survival:

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

6.8 Controlling Law/Venue:

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

6.9 Authorization:

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

(Signature Page Follows)

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

CITY OF SWARTZ CREEK, MICHIGAN:

LANDMARK APPRAISAL CO:

By: _____
David A. Krueger, Mayor

By: _____
Mark R. MacDermaid, Partner

By: _____
Connie Eskew, City Clerk

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

CHAPTER 9. TAXATION*

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

Section 9.1. Power to tax--Tax limit.

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

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

Section 9.2. Subjects of taxation--Tax procedure.

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

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

Section 9.3. Exemptions.

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

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

Section 9.4. Tax day.

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

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

Section 9.5. Personal property--Jeopardy assessment.

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

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

Section 9.6. Preparation of the assessment roll.

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

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

Section 9.7. Board of Review.

- (a) A Board of Review is hereby created, composed of three members who have the qualifications of holding elective city office as set forth in Section 4.4 of this charter.
- (b) The members of the Board of Review shall be appointed by the Council, and may be removed for reasons of nonfeasance or misfeasance by the vote of five members of the Council. The first members shall be appointed during the month of January, 1960, for terms expiring on July 1, 1961, 1962, and 1963. Thereafter one member shall be appointed in the month of May of each year, for a term of three years, commencing on the following July first.

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

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

Section 9.8. Duties and functions of Board of Review.

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

Section 9.9. Meetings of Board of Review.

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

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

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

Section 9.10. Notice of meetings.

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

Section 9.11. Certification of roll.

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

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

Section 9.12. Validity of assessment roll.

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

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

Section 9.13. Clerk to certify levy.

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

Section 9.14. City tax roll.

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

Section 9.15. Taxes a debt and lien.

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

Section 9.16. Tax roll certified for collection.

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

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

Section 9.17. Tax payment date.

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

Section 9.18. Taxes due--Notification thereof.

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

Section 9.19. Tax payment schedule.

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

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

If any person shall neglect or refuse to pay any tax on personal property assessed to him, the Treasurer shall collect the same by seizing any personal property of such person, to an amount sufficient to pay such tax, together with any charges and interest added thereto, wherever the same may be found in the State. No property shall be exempt from such seizure. He may sell the property seized, to an amount sufficient to pay

the taxes and all charges, fees, penalties, and interest, in accordance with statutory provisions. The Treasurer may also sue the person to whom a personal property tax is assessed, in accordance with the powers granted to him by law.

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

Section 9.21. State, county and school taxes.

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

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

Section 9.22. Protection of city lien.

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

Section 9.23. Collection of delinquent taxes.

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

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

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

Section 9.24. Disposition of real property held by city.

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

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

YES: Pinkston, Porath, Abrams, Florence, Gilbert, Krueger.
NO: Motion Declared Carried.

Trail Planning Concepts

Discussion

Adam Zettel, City Manager noted we received a request from Genesee County Metropolitan Alliance in regards to the Transportation Alternatives Program. OHM approached us in regards to funding of this project. Mr. Zettel requested the council consider the proposal received from OHM to do a preliminary schematic.

Andy Harris, OHM representative, spoke briefly on the three step process of this plan.

The council suggested Mr. Zettel submit a resolution at the next council meeting.

Sunoco Property

Discussion

Adam Zettel, City Manager updated the council on the progress of the site. He informed them of the options to consider for use of the property. He recommended to use the property for public purpose and asked the council for their decision on which group should move forward with purpose. The council requested that the DDA lead this project and for Mr. Zettel to prepare a resolution to submit it at next meeting.

KEEPING OF CERTAIN ANIMALS ORDINANCE AMENDMENT

Resolution No. 160822-05

(Carried)

Motion by Councilmember Pinkston
Second by Councilmember Gilbert

WHEREAS, the City of Swartz Creek exercises police power to maintain and protect the health, safety, and welfare of the community; and

WHEREAS, the Planning Commission has found that some animals that were previously prohibited in the city may, under the right circumstances, provide more private utility than risk, and

WHEREAS, the Planning Commission has made specific recommendations, in the form of an ordinance amendment, to enable the keeping of chickens and ducks in the city.

THEREFORE, I MOVE the City of Swartz Creek ordain:

ORDINANCE NO. 430

AN ORDINANCE TO AMEND SECTION 3-1 OF THE CODE OF ORDINANCES OF THE CITY OF SWARTZ CREEK TO ENABLE THE KEEPING OF CERTAIN ANIMALS IN THE CITY.

THE CITY OF SWARTZ CREEK ORDAINS:

Section 1. Amendment of Section 3-1 of the Code of Ordinances of the City of Swartz Creek.

Section 3-1 of the Code of Ordinances of the City of Swartz Creek, Michigan, is hereby amended to read as follows:

Sec. 3-1. Keeping of certain animals prohibited.

It shall be unlawful to keep, harbor, own or in any way possess within the corporate limits of the City of Swartz Creek, Michigan unless specifically authorized by an act of Federal, State, or City government:

- (1) Any warm-blooded, carnivorous or omnivorous, wild or exotic animals, dangerous or undomesticated animals which are not of a species customarily used as an ordinary household pet, but one which would ordinarily be confined in a zoo, a farm, or one which would ordinarily be found in the wilderness of this or any other country, or one which otherwise causes a reasonable person to be fearful of bodily harm or property damage (including, but not limited to, pigs, horses, sheep, cattle, poultry (except as enabled by the City), reptiles, goats, primates, raccoons, skunks, foxes, and wild and exotic cats; but excluding fowl, ferrets and small rodents of varieties used for laboratory purposes).
- (2) Any animal having poisonous bites.
- (3) Any person in possession, on the date that this section becomes effective, of a State of Michigan Department of Natural Resources Possession Permit or Game Breeder's License, or Department of the Interior U.S. Fish and Wildlife Service Federal Fish and Wildlife Licenses/Permit, for an animal otherwise prohibited by this section, shall be allowed to keep, harbor, own, or possess the animal(s) specified in said permit and/or license. Said permit and/or license shall not be amended to include additional animal(s) prohibited by this section.
- (4) Any farms existing and in possession of any prohibited livestock, on the date that this section becomes effective, shall be allowed to retain said agricultural livestock or similar animals as protected under the Right To Farm Act.

Sec. 3-2. Keeping of specific fowl varieties permitted.

Chickens and ducks may be raised and kept by occupants of single family dwellings under the following circumstances:

- (1) The property owner shall obtain a zoning permit from the City of Swartz Creek prior to possessing any chicken or duck.
- (2) Chickens and ducks shall be limited, in any combination, to six for parcels 20,000 to 43,560 (one acre) square feet in size, with an additional prorated allowance for three animals for each additional acre of land area. Hatchlings intended for legal onsite residence as adults are exempt from this provision.
- (3) No roosters (male adult chickens) may be kept.
- (4) Chickens and ducks are not allowed in a residence, porch, or attached garage. Hatchlings intended for legal onsite residence as adults are exempt from this provision.

- (5) Chickens and ducks shall be confined to the rear and side yards of parcels.
- (6) The coop shall be a structure that is fixed in place and designed to discourage rodents and wild birds from entering. The facilities shall be constructed of durable materials reflective of the primary structure and should keep dogs, cats, and other animals from gaining entry.
- (7) The coop and enclosures shall be 15' feet from any property line or the respective structure setback that is otherwise applicable, whichever is greater. All coops shall be in the rear or side yards of the parcel and be at least 20' from a neighboring occupied structure.
- (8) Sale of poultry products shall not be permitted in any residential zoning district or from any parcel used primarily for residential use.
- (9) Minimum space and housing requirements for chickens and ducks are as follows (excluding required setbacks, front yard, dwelling space, parking, sloped grounds >25%, water, and wetland):

Indoor (coop/closure) usable floor space per animal: 1.5 square feet
 Outdoor usable space (fence enclosed) per animal: 64 square feet

Section 2. Repeal of Inconsistent ordinances.

Any other ordinances of the City of Swartz Creek which are in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Effective Date.

This ordinance shall be effective thirty days after publication.

At a regular meeting of the City Council of the City of Swartz Creek held on August 22, 2016, adoption of the foregoing ordinance was moved by Councilmember Pinkston and supported by Councilmember Gilbert.

Voting for: Porath, Florence, Gilbert, Krueger, Pinkston.

Voting against: Abrams.

The Mayor declared the ordinance adopted.

 David A. Krueger
 Mayor

CERTIFICATION

The foregoing is a true copy of Ordinance No. 430, which was enacted by the City Council of the City of Swartz Creek at a regular meeting held on August 22, 2016.

 Connie Eskew, City Clerk

Yes: Porath, Florence, Gilbert, Krueger, Pinkston.
 No: Abrams.

CRACK SEALING BIDS

Resolution No. 160822-07

(Carried)

Motion by Councilmember Porath
Second by Councilmember Florence

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

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

WHEREAS, on March 14, 2016 the city awarded a bid to Curbcoco, Inc. for the application of overband sealant to approximately four miles of major streets at a cost of \$0.90/lineal foot of fill; and

WHEREAS, subsequent to this award, the community passed a ballot initiative to provide for additional street maintenance and repair; and

WHEREAS, the street administrator finds that additional preventative maintenance on the following streets would be timely and efficient:

Heritage Village Subdivision	\$9,684
Don Shenk Drive	\$8,604
Jill Marie Lane	\$2,889
Winshall Drive	\$11,403
Seymour Road (additional, south of Miller)	\$840
Total	\$33,420

; and

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek hereby amends the agreement and Fiscal Year 2017 budget to provide additional overband crack sealing on major and local streets, as listed above, at a cost of \$33,420 (\$0.90/lineal foot), to be allocated to the major and local street funds in accordance with the appropriate Act 51 classification.

BE IT FURTHER RESOLVED the City of Swartz Creek hereby approves the bid of \$0.90 per lineal foot for all overband crack sealing and authorizes the street administrator to engage such services within budgetary appropriations.

Discussion Ensued.

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

MEETING OPENED TO THE PUBLIC

Dennis Cramer resident at 5299 Worchester Drive, asked if there has ever been an attempt to pass a form of Sharia law in the city. Mayor Pro Tem Abrams commented no.

REMARKS BY COUNCILMEMBERS:

Councilmember Porath commented on the fire equipment being removed from the budget and about the cancellation of the cops in the park program.

Councilmember Florence reminded everyone about Art in the Park this Saturday.

Councilmember Gilbert commented about cars parking on the grass and sidewalk at Elms Park.

Councilmember Pinkston also commented on Art in the Park and that there will be fifty artists work displayed.

Mayor Pro Tem Abrams made a request for additional patrol of Elms Park on the Friday night before the Art in Park fair.

Mayor Krueger reminded everyone of the Police Authority meeting August 24th.

Adjournment

Resolution No. 160822-09

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Florence

I Move the Swartz Creek City Council adjourn the regular meeting at 8:17 pm.

Unanimous Voice Vote.

David A. Krueger, Mayor

Connie Eskew, City Clerk

August 16, 2016

Adam Zettel, AICP
City Manager
City of Swartz Creek
8083 Civic Drive
Swartz Creek, Michigan 48473

RE: Trail Schematic Scope of Services

Dear Mr. Zettel:

It was wonderful to meet with you on Tuesday, July 19, 2016. Based on that meeting OHM Advisors has provided a Scope of Services to perform Trail Schematic Design for segments of trail that will allow for connectivity from the existing Genesee Valley Trail to and throughout the City of Swartz Creek.

OHM Advisors has assembled a project team that provides cost-effective services while finding innovative solutions to meet restrictive deadlines. This team has spent much of their professional and personal recreational time with and on trails being committed to the ideology that trails are essential to creating a higher quality of life for the surrounding community, and has worked with communities to help plan, acquire funding, facilitate public input, design, and construct trails for many of the communities we have served. OHM Advisors will use this experience and understanding to develop a trail system design within the City of Swartz Creek that provides a seamless integration of existing/proposed trails to develop a system of continuity for future funding.

Simply stated, OHM Advisors will design a trail that protects and celebrates the physical and cultural environment while being in accordance with federal and state guidelines and requirements. OHM Advisors understands the County will be using these scoping designs and cost estimates to acquire grants. The first is from the Federal Highway Administration through the Michigan Department of Transportation (MDOT) and the other from the Michigan Department of Natural Resources (MDNR).

OHM Advisors is very familiar with the State of Michigan granting process and understands the level of effort required for site development plans including:

1. Depicting the entire site that is proposed to be developed;
2. Natural features and above grade utilities;
3. All existing uses including buildings and other developments;
4. The placement of all scope items on the scope documents;
5. Detailed Cost Estimate.

Portions of this trail are referenced to the Genesee County Parks proposal that was submitted upon in 2015 and consist of:



- Segment 1, Miller Road from South Dye to Elms Road is the southern segment of a proposed pathway joining the proposed South Dye Road Trail to Elms Road Park via existing bicycle lanes on Miller Road. This trail segment will require easements from the MDOT at the I-69 ramp and Consumers Energy at Tallmadge Court to the Elms Road Park. Both entities are aware of this trail segment and support the project.
- Segment 2, connects Elms Road Park to the Elms Road Elementary School via an existing Consumers Energy easement.
- Segment 3, is approximately a 3-mile-long branch of trailway that travels south along Elms Road from its intersection with Miller to connect with the West Branch of the Swartz Creek. The proposed trail would traverse west along the Creek's edge and then the County Drain to Seymour Road.

OHM Advisors will provide schematic trail design services that may be used for the submittal of grants.

The deliverables will include schematic design plans, materials list and quantities, and cost estimate.

Schematic Engineering Section 1, Miller Road from South Dye to Elms Road:	\$2,105.00
Schematic Engineering Section 2, Elms Road Park to Elementary:	\$1,985.00
Schematic Engineering Section 3, Miller and Elms Road to Seymour via the Creek	\$9,150.00
Total:	\$13,240.00

Segment 1 price is consistent with what was bid out through Genesee County Parks in 2015.

Should you find this agreement acceptable, please sign and return to us for our files. We look forward to providing professional services on this project. If you have any questions, please contact us.

Sincerely,
OHM Advisors

Vanessa Warren, Project Manager

Enclosure: *Standard Terms and Conditions*



**City of Swartz Creek
Trail Schematic Design Services
Professional Services**

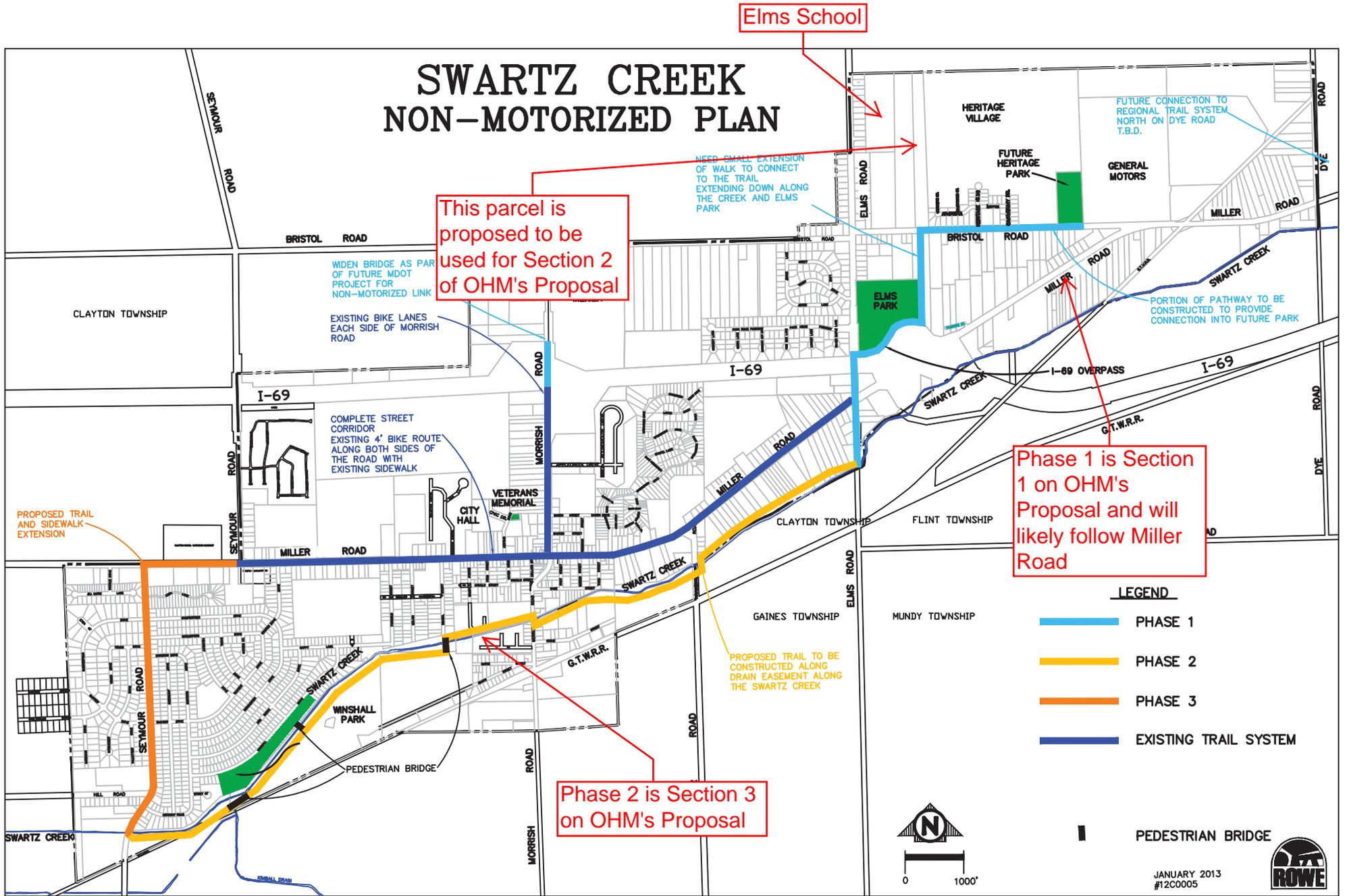
Accepted By: _____

Printed Name: _____

Title: _____

Date: _____

SWARTZ CREEK NON-MOTORIZED PLAN



Elms School

This parcel is proposed to be used for Section 2 of OHM's Proposal

NEED SMALL EXTENSION OF WALK TO CONNECT TO THE TRAIL EXTENDING DOWN ALONG THE CREEK AND ELMS PARK

WIDEN BRIDGE AS PART OF FUTURE MDT PROJECT FOR NON-MOTORIZED LINK

EXISTING BIKE LANES EACH SIDE OF MORRISH ROAD

COMPLETE STREET CORRIDOR EXISTING 4' BIKE ROUTE ALONG BOTH SIDES OF THE ROAD WITH EXISTING SIDEWALK

PROPOSED TRAIL AND SIDEWALK EXTENSION

FUTURE CONNECTION TO REGIONAL TRAIL SYSTEM NORTH ON DYE ROAD T.B.D.

PORTION OF PATHWAY TO BE CONSTRUCTED TO PROVIDE CONNECTION INTO FUTURE PARK

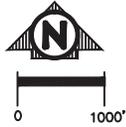
Phase 1 is Section 1 on OHM's Proposal and will likely follow Miller Road

PROPOSED TRAIL TO BE CONSTRUCTED ALONG DRAIN EASEMENT ALONG THE SWARTZ CREEK

Phase 2 is Section 3 on OHM's Proposal

LEGEND

- PHASE 1
- PHASE 2
- PHASE 3
- EXISTING TRAIL SYSTEM



PEDESTRIAN BRIDGE

JANUARY 2013
#12C0005



GOALS AND OBJECTIVES

An overall guide for the recreation goals for the City of Swartz Creek will be to educate the public on the resources and value of its park system and leverage development and maintenance effort by pursuing partnerships, grant funding, and volunteer efforts when appropriate.

The following are goals and objectives as summarized by the Parks and Recreation Advisory Commission based on broad community input (not listed in any order of priority). They represent a flexible tool that will guide the focus of resources for park and recreation maintenance and development versus a rigid capital improvement schedule. This format will allow decisions to be made based on changing conditions and take advantage of opportunities as they are presented to the community.

Goal 1: Pursue grants and develop partnerships and advocates to serve park needs

Continue to seek partnerships with other recreational providers and agencies and with neighboring communities to share ideas and provide non-competing programs and facilities. (Examples include but are not limited to civic groups, community groups, schools, etc.)

- » Be proactive; establish a coordinated list of projects for civic groups to build, fund, etc. versus reacting to individual requests
- » Apply for grants to develop park facilities maximizing in-kind or leveraged grant match due to limited city funding

Goal 2: Enhance use of existing park facilities and programs

- » Replace tree cover throughout city and at key parks due to impact of Emerald Ash Borer
- » Upgrade restrooms so they are inviting and more maintenance friendly
- » Explore adding small features in park to increase all-season use

Goal 3: Pursue non-motorized trail system

- » Utilize and expand on existing sidewalks and bike lanes to provide linkages to parks, schools, neighborhoods and retail destinations
- » Maintain routes as appropriate for all season use
- » Acquire easements / property as needed to construct trails
- » Coordinate construction with other local projects as appropriate for efficiency

Goal 4: Regularly review maintenance practices and policies for park facilities and update when necessary

- » Park and Recreation Advisory Commission to review procedures on an annual basis (upon meeting of new members in February) and provide recommendations to city staff and/or council

Develop Non-Motorized Trail

The city proposes that a paved non-motorized trail system be developed throughout the park. Establishing a pedestrian trail is a high priority of the city. Given the available area within the park, Elms Park is the ideal location for the trail system.

It is proposed that a paved trail system be looped through the park, providing a pedestrian link between park facilities. Trail users will be able to enter the park from the sidewalk along Elms road, without having to share the entry road with vehicles. This will increase pedestrian safety. It is anticipated that the trail would be of barrier-free design, constructed with a paved surface, striped and eight feet (8') to ten feet (10') in width. This would allow a wide range of users such as walkers, runners, people in wheelchairs, bikers, or inline skaters to safely and efficiently use the trail. The paved surface will be durable and low maintenance. Traffic control and a well-defined crosswalk will be provided wherever the trail crosses a vehicular drive. The length of the proposed trail loop within the park will be approximately 1300 linear feet, or 1/4 mile.

The city proposes that signage be placed at appropriate trailhead locations throughout the system. The signs would show the following information: park boundaries and facilities, location of other trailheads, connections to secondary trails and other linkages, trailway distances, location of water fountains and restrooms. Benches will be added along the trailway to provide rest areas for trailway users.

Extend Non-Motorized Trail to Elms Road Elementary School

There is an existing Consumers Power Easement that connects the park to Elms Road Elementary, which is located approximately 1/4 mile to the north of the park. The proposed trail connection will provide the school with an opportunity to utilize the facility for recreational activities such as gym classes and cross country running events. The park will also provide a pedestrian connection from the school to residential neighborhoods to the south. This will allow students to walk, bicycle, etc. to school.

Winshall Park

Winshall Park is an 11-acre park located in the southwest corner of the city. The park is adjacent to the Swartz Creek and provides the best opportunity for public access to water in the city. Although the park does provide active recreation opportunities, it is smaller and more natural than Elms Park and is oriented more towards passive recreation. The park still receives regional demand; over 1/2 of reservations for facilities are by non-residents. The following is a list of proposed improvements for Winshall Park (see Winshall Park Conceptual Drawing within this section):

Maintain Open Space

Development within the park should be limited in order to maintain open space. This allows for pickup games, soccer practice and other non-programmed activities. The existing facilities should be maintained, such as the on-going boy scout project to upgrade the existing exercise stations. The **addition of lighting** within the park will allow neighbors and others to keep an eye on activities within the park, reduce the potential for vandalism and increase use.

Improve Existing Playground Equipment

There is some existing playground equipment that remains to be updated. The equipment is limited in terms of function and needs to be updated and expanded. Improving the play area will provide additional recreational opportunities to children and young families and address safety factors. These improvements should include seating and fencing.

Develop Basketball Court

The city will consider expanding or improving the existing court. This will increase the recreational opportunities for older children and adults.

Develop Non-Motorized Trail

The development of a non-motorized trail along Swartz Creek through Winshall Park is a long-term priority for the city. The location of the Swartz Creek and the natural character of the park make Winshall Park an attractive location for a trail system. Other minor improvements were identified by the public.

It is proposed that a paved trail system be located along the Swartz Creek which would provide public access to the waterway as well as a pedestrian link between park facilities. Trail users will be able to enter the park from the sidewalk along Winshall Drive and continue traveling through the park on the trail. It is anticipated the trail would be of barrier-free design, constructed with a paved surface, striped and eight feet (8') to ten feet (10') in width. The paved surface will be durable and low maintenance. The length of the proposed trail loop within the park will be approximately 1300 feet, or 1/4 mile. A proposed pedestrian bridge would provide access to the property on the other side of the Swartz Creek.

Extend Non-Motorized Trail to Swartz Creek Middle School

The city proposes that the trail be connected to the Swartz Creek Middle School by extending the trail from the park to the school along the Swartz Creek County Drain easement. The school is located approximately one mile to the northeast. This trail would provide recreational and educational opportunities to students. It would also provide a safe pedestrian link to the school through the park to the residential neighborhoods east of the park.

Public Works
Monthly Work Orders

09/01/16

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
FNRD16-1041 COMPLETED	WI10-005212-0000-07	DECKER, JENNIFER 5212 WINSHALL DR	08/01/16 09/01/16	FINAL READ
FNRD16-1042 COMPLETED	MI10-008210-0000-03	MEISEGEIER, LAURA 8210 MILLER RD	08/01/16 08/01/16	FINAL READ
FNRD16-1050 COMPLETED	BR30-000162-0000-01	SIMPSON, ROBERT 162 BROOKFIELD DR	08/01/16 08/01/16	FINAL READ
FNRD16-1052 COMPLETED	CA10-008342-0000-07	HISLOP, JAMES 8342 CAPPY LN	08/01/16 08/01/16	FINAL READ
FNRD16-1053	WI10-005124-0000-04	RANDALL, JACK 5124 WINSHALL DR	08/01/16	FINAL READ
FNRD16-1054 COMPLETED	CE10-009293-0000-04	NEMER, DANNY 9293 CEDAR CREEK CT	08/01/16 08/01/16	FINAL READ
WTON16-0940 COMPLETED	DO10-005321-0000-07	HEINZ, JENNIFER 5321 DON SHENK DR	08/01/16 08/01/16	WATER TURN ON
MTRP16-0496	MI10-007252-0000-02	MOEHLMAN, DANIELLE 7252 MILLER RD	08/01/16	METER REPAIR
ELEC16-0048 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/01/16 08/01/16	ELEC SETUP/TAKEDO
FNRD16-1057 COMPLETED	WI10-005274-0000-03	WEST, LINDA 5274 WINSHALL DR	08/02/16 08/02/16	FINAL READ
GWO16-0364 COMPLETED	CI10-008100-0000-01	PUBLIC SAFETY BUILDING 8100 CIVIC DR	08/02/16 08/02/16	GENERIC WORK ORDE
ELEC16-0049 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/03/16 08/03/16	ELEC SETUP/TAKEDO
WTON16-0941 COMPLETED	MO10-005288-0000-04	TALMER BANK & TRUST 5288 MORRISH RD	08/03/16 08/03/16	WATER TURN ON
WMBK16-0068	BR20-006467-0000-02	WOLGAST, JENNIFER 6467 BRISTOL RD	08/05/16	WATER MAIN BREAK
FNRD16-1058 COMPLETED	DO10-005179-0000-01	RICHARDS, RICHARD 5179 DON SHENK DR	08/08/16 08/09/16	FINAL READ
FNRD16-1059 COMPLETED	LI10-004261-0000-09	ALBABA PROPERTIES 4261 LINDSEY DR	08/08/16 08/09/16	FINAL READ
HYDR16-0015 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/09/16 08/09/16	HYDRANTS
FNRD16-1060 COMPLETED	SE20-005154-0000-04	HUANG, YIKE 5154 SEYMOUR RD	08/09/16 08/09/16	FINAL READ
STR16-0070	MO10-004384-0000-01	POWERS, HERMAN T 4384 MORRISH RD	08/10/16	STREET REPAIR
CKME16-0302 COMPLETED	MI10-007103-0000-04	NEMER, DAVID 7103 MILLER RD	08/10/16 08/10/16	CHECK METER

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
SAMP16-0019 COMPLETED	WI20-005078-0000-01	SCOTT, BRIAN 5078 WINSTON DR	08/10/16 08/10/16	WATER SAMPLES
VA-000001 COMPLETED	CH20-008475-0000-01	BRITTON, GERALD 8475 CHESTERFIELD DR	08/11/16 08/11/16	VALVE
LNDS16-0117 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/12/16 08/12/16	LANDSCAPING
MTRP16-0493 COMPLETED	MA20-008012-0000-04	IDEAL HOMES & REALTY 8012 MAPLE ST	08/12/16 08/12/16	METER REPAIR
SAMP16-0020 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/15/16 08/15/16	WATER SAMPLES
FNRD16-1062 COMPLETED	MO20-004187-0000-03	KNICKERBOCKER, MICHAEL 4187 MOUNTAIN ASH LN	08/15/16 08/15/16	FINAL READ
GWO16-0365 COMPLETED	MO20-004177-0000-01	EARL, DEB 4177 MOUNTAIN ASH LN	08/15/16 08/18/16	GENERIC WORK ORDE
LNDS16-0118 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/15/16 08/15/16	LANDSCAPING
FNRD16-1064 COMPLETED	BR20-006457-0000-02	GROVES, AMANDA 6457 BRISTOL RD	08/15/16 08/15/16	FINAL READ
WTON16-0943 COMPLETED	LI10-007233-0000-01	WOODSIDE 7233 LINDSEY DR	08/15/16 08/15/16	WATER TURN ON
SETM16-0038	LI10-007233-0000-01	WOODSIDE 7233 LINDSEY DR	08/15/16	SET METER
SETM16-0039 COMPLETED	AB10-007122-0000-01	SCHULTHEIS, EDGAR O 7122 ABBEY LN	08/16/16 08/16/16	SET METER
FNRD16-1061 COMPLETED	FA10-005052-0000-04	PEREZ, MELANIE 5052 FAIRCHILD ST	08/17/16 08/17/16	FINAL READ
FNRD16-1065 COMPLETED	CO20-007476-0000-01	WEBB, DAVID 7476 COUNTRY MEADOW DR	08/17/16 08/17/16	FINAL READ
READ16-0493 COMPLETED	CC10-007360-0000-02	BECK, LYNN 7360 CROSSCREEK DR	08/19/16 08/19/16	READ METER
FLAG16-0144 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/19/16 08/20/16	LOWER/RAISE FLAG
READ16-0494 COMPLETED	EL10-004311-0000-01	TACO BELL OF AMERICA 4311 ELMS RD	08/19/16 08/22/16	READ METER
FNRD16-1066 COMPLETED	IN10-008073-0000-02	WEST, KEVIN 8073 INGALLS ST	08/22/16 08/22/16	FINAL READ
GWO16-0366 COMPLETED	GR10-005159-0000-05	GRIFFIN, PATRICIA 5159 GREENLEAF DR	08/22/16 08/22/16	GENERIC WORK ORDE
GWO16-0367 COMPLETED	GR10-005352-0000-01	ABRAMS, RICHARD 5352 GREENLEAF DR	08/22/16 08/22/16	GENERIC WORK ORDE
FNRD16-1067 COMPLETED	CO10-004469-0000-04	COLLINS, JUDITH 4469 COLONY CT	08/22/16 08/22/16	FINAL READ
STRT16-0071	WI10-005421-0000-03	BARBIER, TED	08/22/16	STREET REPAIR

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
		5421 WINSHALL DR		
FNRD16-1069 COMPLETED	WI10-005124-0000-05	51 WINSHALL TRUST 5124 WINSHALL DR	08/23/16 08/23/16	FINAL READ
LNDS16-0119	OA10-005289-0000-05	RAMOS, SUSAN R. 5289 OAKVIEW DR	08/23/16	LANDSCAPING
WOFF16-1508 COMPLETED	ET10-009294-0000-01	HAMILTON, DENISE 9294 ETON CT	08/23/16 08/23/16	WATER TURN OFF
WTON16-0944 COMPLETED	ET10-009294-0000-01	HAMILTON, DENISE 9294 ETON CT	08/23/16 08/23/16	WATER TURN ON
FNRD16-1063 COMPLETED	CE10-009269-0000-02	COMPTON, DEBORAH 9269 CEDAR CREEK CT	08/24/16 08/24/16	FINAL READ
GWO16-0368	JI10-009227-0000-01	KATO, JOHN 9227 JILL MARIE LN	08/24/16	GENERIC WORK ORDE
GWO16-0369	SE20-005251-0000-01	CHAMBERS, ELLEN 5251 SEYMOUR RD	08/24/16	GENERIC WORK ORDE
SETM16-0040 COMPLETED	MO10-005288-0000-05	STALLINGS, GREG 5288 MORRISH RD	08/24/16 08/25/16	SET METER
GWO16-0370	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/25/16	GENERIC WORK ORDE
WBKU16-0045 COMPLETED	HE10-005176-0000-02	STEWART, ESTHER 5176 HELMSLEY DR	08/25/16 08/25/16	WATER BACK UP-CHE
WTON16-0942 COMPLETED	MO10-004437-0000-03	GOLDFEIN, AARON 4437 MORRISH RD	08/26/16 08/26/16	WATER TURN ON
FNRD16-1068 COMPLETED	MI10-005428-0000-09	LAJINESS, DONALD JR. 5428 MILLER RD	08/29/16 08/29/16	FINAL READ
FNRD16-1070 COMPLETED	BR30-000167-0000-02	SCOTT, NANCY 167 BROOKFIELD DR	08/29/16 08/29/16	FINAL READ
FNRD16-1072 COMPLETED	MI10-007566-0000-05	MATERIA, KENNETH 7566 MILLER RD	08/29/16 08/29/16	FINAL READ
FNRD16-1074 COMPLETED	DY10-003398-0000-02	RASHMAWS, RAHMEH 3398 DYE RD	08/29/16 08/29/16	FINAL READ
CKME16-0303 COMPLETED	GR10-005318-0000-02	HASTINGS, BRENDA 5318 GREENLEAF DR	08/29/16 08/29/16	CHECK METER
WTON16-0945 COMPLETED	MA20-008051-0000-04	SHAVER, BETHANY 8051 MAPLE ST	08/29/16 08/29/16	WATER TURN ON
WOFF16-1509 CANCELLED	IN10-008073-0000-02	WEST, KEVIN 8073 INGALLS ST	08/30/16 08/31/16	WATER TURN OFF
DRAN16-0042	CH10-009056-0000-02	SYKES, COLLEEN 9056 CHELMSFORD DR	08/30/16	STORM DRAINS
FNRD16-1073	CE10-009283-0000-03	CONTRERAS, JESSICA 9283 CEDAR CREEK CT	08/31/16	FINAL READ
FLAG16-0145	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/31/16	LOWER/RAISE FLAG

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
SAMP16-0021 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/31/16 08/31/16	WATER SAMPLES
SWR16-0056	WO10-005325-0000-01	HAJDINO, KARI 5325 WORCHESTER DR	08/31/16	SEWER DRAIN PROBL
FNRD16-1075	WI10-005212-0000-08	JMZ PROPERTIES 5212 WINSHALL DR	08/31/16	FINAL READ
WTON16-0946	CA10-008390-0000-02	HOUSEHOLD FINANCE CORP. III 8390 CAPPY LN	08/31/16	WATER TURN ON

Total Records: 67

Report Generated: 9/1/2016 1:59 PM
Report Options: Scheduled From: 8/1/2016 To: 8/31/2016

DPS ACTIVITY

AUGUST 2016

	REGULAR	HOLIDAY	VACATION	ABSENT	OT	DT
101 GENERAL FUND						
262.0 ELECTIONS	4.00		0.24	0.15		
345.0 P S BLDG	24.26		0.64	0.10		
781.0 AMPHI-PARK						
782.0 WINSHALL PARK	22.82		0.60	0.37		
783.0 ELMS PARK	109.52		19.41	1.31		
784.0 BICENT. PARK	10.00			0.38		
790.0 SENIOR CENTER/LIBRARY	25.26		0.64	0.10		
793.0 CITY HALL	14.32		0.48	0.04		
794.0 COMM PROMO	4.00		0.22	0.11	3.50	
796.0 CEMETERY						
202 MAJOR STREET FUND						
429.0 SAFETY						
441.0 PARK & RIDE	10.00			0.48		
463.0 STREET MAIN	30.00		0.45	1.00		
474.0 TRAFFIC						
478.0 SNOW & ICE						
482.0 ADMIN	11.52		1.28			
203 LOCAL STREET FUND						
429.0 SAFETY						
463.0 STREET MAIN	67.00		6.14	1.16		
474.0 TRAFFIC	26.00		1.43	0.90		
478.0 SNOW & ICE						
482.0 ADMIN	3.60		0.40			
226 GARBAGE FUND						
528.0 COLLECT	6.32		0.48			
530.0 WOODCHIPPING	60.32		2.77	1.45		
782.0 WINSHALL PARK GARBAGE	13.00		0.47	0.56	4.00	4.00
783.0 ELMS PARK GARBAGE	14.50		0.35	0.49	4.00	4.00
793.0 CITY HALL	2.50			0.01		
590 WATER						
540.0 WATER SYSTEM	291.20		34.76	6.39	17.00	2.00
540.0 WATER-ON CALL	2.00					
542.0 READ & BILL	11.50		3.58	0.16		
793.0 CITY HALL	6.25			0.02		
591 SEWER						
536.0 SEWER SYSTEM	48.20		6.25	0.07		
536.0 SEWER-ON CALL	2.00					
537.0 LIFT STATION	9.00		3.21	0.12		
542.0 READ & BILL	10.50		3.58	0.16		
793.0 CITY HALL	6.25			0.02		
661 MOTOR POOL FUND						
795.0 CITY GARAGE	38.16		12.62	0.45		
DAILY HOURS TOTAL	884.00	0.00	100.00	16.00	28.50	10.00

August 2016	MILES DRIVEN		GALLONS GAS PURCHASED		GALLONS DIESEL PURCHASED
#5-16 2WD gas	729.0		106.3		
#7-15 4WD gas	539.0		71.0		
#3-08 P/U 4WD gas	528.0		43.0		
09-03 P/U 4WD diesel	615.0				57.5
#2-08 P/U 4WD gas	763.0		97.0		
#6-00 BACKHOE diesel					27.0
#11 DUMP gas			23.0		
#12-02 DUMP diesel					
#12-04 DUMP diesel	429.0				93.0
#12-99 GENERATOR gas					
#17 CASE BACKHOE diesel					20.0
#19 JD TRACTOR diesel					
#06-99 BUCKET TRUCK gas			10.0		
#21 WOOD CHIPPER diesel					24.5
#807 STREET SWEEPER diesel	42.0				34.0
#42 ASPHALT HEATER diesel					
#37 TRAIL ARROW					
#10-15 GEN gas					
TOTAL	3645.0		350.3		256.0

DPS Equipment Rental
 August 2016
 Page 1

Nature Of Work	4WD 7-15,3-08 2-08, 09-03	7-15,3-08 2-08, 09-03a	2WD 5-16	JCB Backhoe 06'00	Backhoe w/breaker 06'00a	Bucket Truck 6-99	Brush Hog 09'02	Dump 11	Dump w/plow 11a	Dump 12'02	Dump w/plow 12'02a	Dump 12-04	Dump w/plow 12-04a
101.262 Elections													
101.450 Forestry													
101.781 Pajtas Amphi	3												
101.782 Winshall Pk	19	6											
101.783 Elms Pk	50.5	16										2	
101.784 Bicentennial Pk	5												
101.790 Sen Ctr./Lib	4.5	8								2			
101.345 PS Bldg	3.5	8											
101.793 City Hall	3.5	6						2					
101.794 Comm Promo	19					2							
661.795 City Garage	12	3	8							7			
101.796 City Cem													
202.463 Maint. Major	32					3		8					
202.474 Traffic-Major	2												
202.478 Snow/Ice-Maj													
202.482 Major-Admin	1	16											
203.463 Maint-Local	86.5							6				9	
203.474 Traffic-Local	9.5												
203.478 Snow/Ice-Local													
203.482 Local-Admin			5										
226.528 Waste Collect	2	6											
226.530 Woodchipping	13.5	6						48					
590.540 Water System	147.5	60										4	
590.542 Water-Read/Bill	29												
591.536 Sewer System	15	60											
591.537 Sewer Lift Stat	23												
226.782 Winshall Pk Gbg	19												
226.783 Elms Pk Gbg	23.5												
591.542 Sewer Read/Bill	29												
Total	552.5	0	200	8	0	5	0	64	0	9	0	15	0

DPS Equipment Rental
 August 2016
 Page 2

Nature Of Work	Portable Generator	Case Backhoe 17	Sweeper	JD Tractor 19	Chipper	#42 Arrow	Arrow Board	Trailer	Roller	Pressure Washer	Post Hole Digger	01'98	open
101.262 Elections													open
101.450 Forestry													
101.781 Pajtas Amphi													
101.782 Winshall Pk				1									
101.783 Elms Pk		6		1									
101.784 Bicentennial Pk													
101.790 Sen Ctr./Lib													
101.345 PS Bldg													
101.793 City Hall					2								
101.794 Comm Promo													
661.795 City Garage		1											
101.796 City Cem													
202.463 Maint. Major		3	18			2							
202.474 Traffic-Major													
202.478 Snow/Ice-Maj													
202.482 Major-Admin		2											
203.463 Maint-Local		11	6		11	2							
203.474 Traffic-Local		2											
203.478 Snow/Ice-Local													
203.482 Local-Admin													
226.528 Wast Collect													
226.530 Woodchipping					48								
590.540 Water System		27				1							
590.542 Water-Read/Bill													
591.536 Sewer System													
591.537 Sewer Lift Stat													
Total	0	52	24	2	61	5	0	0	0	0	0	0	0

SCPD200 Ticket Ledger Report
 8/1/2016 12:00:00 AM - 8/31/2016 12:00:00
 AM

Citation No	Citation Date Time	Location	Offense
10816	8/11/2016	5200 Don Shenk Dr	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10817	8/11/2016	5200 Block Don Shenk Dr	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10818	8/11/2016	5200 Block Don Shenk Dr	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11062	8/3/2016	5342 Winshall	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11099	8/1/2016	Worcester	
			8293 - 54003 - Traffic - Parking/Standing/Stopping on Roadway
11100	8/9/2016	Don Shenk	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11326	8/9/2016	Don Shenk	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11327	8/10/2016	Holland	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11328	8/15/2016	Parkridge	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11329	8/27/2016	Windsor Ct	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11330	8/29/2016	Oakview	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11352	8/2/2016	6281 Augusta	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11353	8/2/2016	Arlington Dr	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11354	8/2/2016	Arlington Dr	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11355	8/2/2016	Canterbury Dr	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations

11356	8/2/2016	Bainbridge	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11357	8/2/2016	Cambridge St	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11359	8/6/2016	None Listed	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11360	8/6/2016	Arlington	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11361	8/6/2016	Saint Charles Pass	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11362	8/6/2016	Parkridge	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11364	8/6/2016	Mclain St	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11366	8/6/2016	Jill Marie Ln	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11367	8/8/2016	Jill Marie Ln	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
1345379	8/13/2016	Elms, Bristol	
			3562 - 35001 - Marijuana - Possess
1345380	8/18/2016	W Bristol Rad W/b Near Morrish Rd	
			3562 - 35001 - Marijuana - Possess
			8210 - 54003 - Traffic - Noisy Muffler/Excessive Fumes/Smoke
			8206 - 54003 - Traffic - Defective/No Windshield Wipers/Washers
1345466	8/8/2016	Bristol, Heritage	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1345487	8/14/2016	Elms, Miller	
			8127 - 54003 - Traffic - Disregarded Stop and Go Light
1345488	8/22/2016	Morrish, 69	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1345489	8/24/2016	Miller, Fairchild	
			8271 - 54003 - Traffic - No Operators License
			8277 - 54003 - Traffic - Registration Law Violations
1345490	8/26/2016	Morrish, I69	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)

1483092	8/17/2016	8055 Fortino Dr	
			2901 - 29000 - Damage to Property - Business Property
1483093	8/26/2016	Morrish Rd N/b Near Apple Crk	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
			8277 - 54003 - Traffic - Registration Law Violations
			8280 - 54003 - Traffic - No Proof of Insurance
1483094	8/28/2016	W/b I-69 Near Morrish Rd	
			8062 - 54003 - Traffic - Exceed Freeway Speed (70 MPH Zone)

Total Tickets : 34

Total Offenses : 40

210 OFFENSE SUMMARY
 8/1/2016 12:00:00 AM – 8/31/2016 12:00:00
 AM

Offense	Total
1313 - 13001 - Assault and Battery/Simple Assault	3
1380 - 13003 - Telephone Used for Harassment, Threats	2
1385 - 13003 - Other Electronic Medium Used for Harassment, Threats	1
2203 - 22001 - Burglary - Forced Entry - Non-Residence	1
2309 - 23007 - Larceny - From Yards (Grounds surrounding a building)	1
2399 - 23007 - Larceny (Other)	1
2609 - Identity Theft	2
2902 - 29000 - Damage to Property - Private Property	2
2996 - 29000 - Damage to Property - Throwing Stone, etc., at Train or Motor Vehicle	1
2999 - 29000 - Damage to Property (other)	1
3562 - 35001 - Marijuana - Possess	3
5007 - 50000 - Obstructing Court Order	2
8013 - 54001 - Motor Vehicle Accident - Failed to Report Accident	1
8041 - 54002 - Operating Under the Influence of Intoxicating Liquor	1
8271 - 54003 - Traffic - No Operators License	1
8277 - 54003 - Traffic - Registration Law Violations	1
9018 - K9 Search	2
9910 - 93001 - Traffic, Non-Criminal - Accident	5
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	3
9913 - 93004 - Traffic, Non-Criminal - Parking Violations	1
9947 - 99002 - Miscellaneous - Natural Death	1
9948 - 99003 - Miscellaneous - Missing Persons	1
9954 - 99009 - Miscellaneous - Non-Criminal	2
Total:	39

**SWARTZ CREEK POLICE DEPARTMENT
MOTOR POOL RENTAL HOURS
AUGUST 2016**

	<u>101-301-941</u>	<u>101-302-941</u>	<u>101-303-941</u>	<u>101-304-941</u>
#05-168	19	0	0	0
#05-649	68	0	0	0
#12-144	124	0	0	0
#13-384	316	0	0	0
#09-226	65	0	0	9
#10-161	0	0	0	0
#14-514	435	0	0	0
TOTAL	1027	0	0	9

REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK
 PERIOD ENDING 08/31/2016

GL NUMBER	2016-17 AMENDED BUDGET	YTD BALANCE	AVAILABLE	% BDGT USED
		08/31/2016	BALANCE	
		NORMAL (ABNORMAL)	NORMAL (ABNORMAL)	
Fund 101 - General Fund:				
TOTAL REVENUES	2,410,900.06	677,022.10	1,733,877.96	28.08
TOTAL EXPENDITURES	2,473,976.88	359,038.66	2,114,938.22	14.51
NET OF REVENUES & EXPENDITURES	(63,076.82)			
		Includes Transfer of \$45,000 to Local Streets		
Fund 202 - Major Street Fund				
TOTAL REVENUES	442,400.00	52.08	442,347.92	0.01
TOTAL EXPENDITURES	572,199.70	156,846.86	415,352.84	27.41
NET OF REVENUES & EXPENDITURES	(129,799.70)			
		Includes Transfer of \$147,000 to Local Streets		
Fund 203 - Local Street Fund				
TOTAL REVENUES	336,702.00	192,217.32	144,484.68	57.09
TOTAL EXPENDITURES	356,954.08	11,152.24	345,801.84	3.12
NET OF REVENUES & EXPENDITURES	(20,252.08)			
		Includes Transfer from General Fund(\$45,000) & Major Streets(\$147,000)		
Fund 204 - MUNICIPAL STREET FUND				
TOTAL REVENUES	608,000.00	233,032.04	374,967.96	38.33
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES	608,000.00			
Fund 226 - Garbage Fund:				
TOTAL REVENUES	380,907.00	144,950.70	235,956.30	38.05
TOTAL EXPENDITURES	427,206.75	38,727.01	388,479.74	9.07
NET OF REVENUES & EXPENDITURES	(46,299.75)			
Fund 248 - Downtown Development Fund:				
TOTAL REVENUES	67,900.00	1,856.38	66,043.62	2.73
TOTAL EXPENDITURES	67,730.00	1,900.47	65,829.53	2.81
NET OF REVENUES & EXPENDITURES	170.00			
Fund 265 - Drug Enforcement Fund:				
TOTAL REVENUES	7,851.00	0.04	7,850.96	0.00
TOTAL EXPENDITURES	7,851.00	1,962.66	5,888.34	25.00
NET OF REVENUES & EXPENDITURES	0.00			
Fund 350 - City Hall Debt Fund:				
TOTAL REVENUES	98,535.00	0.07	98,534.93	0.00
TOTAL EXPENDITURES	98,000.00	0.00	98,000.00	0.00
NET OF REVENUES & EXPENDITURES	535.00			

REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK
PERIOD ENDING 08/31/2016

GL NUMBER	2016-17 AMENDED BUDGET	YTD BALANCE 08/31/2016 NORMAL (ABNORMAL)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 402 - Fire Equip Replacement Fund:				
TOTAL REVENUES	30,060.00	(26.47)	30,086.47	0.09
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES	30,060.00			
Fund 590 - Water Supply Fund:				
TOTAL REVENUES	1,829,950.00	(4,307.34)	1,834,257.34	0.24
TOTAL EXPENDITURES	2,021,990.05	211,179.23	1,810,810.82	10.44
NET OF REVENUES & EXPENDITURES	(192,040.05)			
			Includes Depreciation expense of \$189,000	
Fund 591 - Sanitary Sewer Fund:				
TOTAL REVENUES	1,289,230.00	1,441.34	1,287,788.66	0.11
TOTAL EXPENDITURES	1,828,988.88	39,928.25	1,789,060.63	2.18
NET OF REVENUES & EXPENDITURES	(539,758.88)			
			Includes depreciation expense of \$248,000	
Fund 661 - Motor Pool Fund:				
TOTAL REVENUES	277,820.00	18,148.43	259,671.57	6.53
TOTAL EXPENDITURES	261,301.00	22,561.95	238,739.05	8.63
NET OF REVENUES & EXPENDITURES	16,519.00			
Fund 865 - Sidewalks				
TOTAL REVENUES	10,000.00	0.00	10,000.00	0.00
TOTAL EXPENDITURES	9,500.00	0.00	9,500.00	0.00
NET OF REVENUES & EXPENDITURES	500.00			
Fund 866 - Weed Fund:				
TOTAL REVENUES				
TOTAL EXPENDITURES	7,800.00	900.00	6,900.00	11.54
NET OF REVENUES & EXPENDITURES	1,640.00	130.00	1,510.00	7.93
	6,160.00			

09/01/2016

CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 08/01/2016 - 08/31/2016

Highlighted amount is total for that vendor

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
08/05/2016	42402	ANGELINA WITTENKELLER	ELMS PARK DEPOSIT REFUND 7/24/16 #1	100.00
08/05/2016	42403	ARROW UNIFORM RENTAL	MATS, SUPPLIES	32.12
			UNIFORMS, MATS, SUPPLIES, ENV.	102.09
				134.21
08/05/2016	42404	BS & A SOFTWARE	ASSESSING ANNUAL MNTC 8/1/16-8/1/17	1,159.00
08/05/2016	42405	CHRIS LEWIS	ELMS PARK DEPOSIT REFUND 7/23/16 #1	100.00
08/05/2016	42406	CITY OF SWARTZ CREEK	BULK WATER/ELMS PARK	104.00
08/05/2016	42407	COMCAST BUSINESS	8/1-8/31/16 PUBLIC SAFETY BUILDING	149.80
08/05/2016	42408	CONNIE ESKEW	ELECTION SUPPLIES 8/2/16 ELECTION	20.48
08/05/2016	42409	CONSTRUCTION FASTENERS INC	CARBIDE BLADES (5)	106.89
08/05/2016	42410	CONSUMERS ENERGY	7/1-7/31/16 STREET LIGHTS	7,987.16
08/05/2016	42411	CONSUMERS ENERGY	7/1-7/31/16 4524 MORRISH RD	38.56
08/05/2016	42412	CONSUMERS ENERGY	7/1-7/31/16 TRAFFIC LIGHTS	374.26
08/05/2016	42413	CONSUMERS ENERGY	7/1-7/31/16 SIRENS	24.94
08/05/2016	42414	CONSUMERS ENERGY	7/1-7/31/16 ELMS PARKING LOT	25.96
08/05/2016	42415	DANIEL L RHANOR	REPAIR LIGHT AT LIBRARY	120.00
08/05/2016	42416	FAMILY FARM AND HOME INC	SNOW FENCE (2)/4" SHOVEL/SCRAPER/CUTTER	125.95
			GLOVES (3)	41.97
			MIRACLE GRO	8.98
			2.95 LB NUTS/BOLTS/WASHERS	4.99
			NUTS/BOLTS/WASHERS	1.01
			CHAIN SAW/OIL/FUEL-OIL	207.91
			GRASS SEED	16.99
				407.80
08/05/2016	42417	FERGUSON ENTERPRISES INC	R900 (20)/R900I CF (6) METERS	3,250.95
08/05/2016	42418	FERGUSON WATERWORKS	BR7-X OP NUT 1 SQ OL	128.57
08/05/2016	42419	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	5.00
08/05/2016	42420	GILL ROYS HARDWARE	PHOTO CONTROL/BULBS (2)	59.97
			HAND CULTIVATOR	5.79
			WIPING RAGS/BRASSO POLISH	8.58
			SINGLE CUT KEY (2)	3.78
			60# CONCRETE MIX (3)	16.77
			1 GAL SAFETY YELLOW PAINT/LABOR	41.49
			METAL HALIDE BULB	39.99
			1 BOX LANDSCAPING FABRIC PINS	9.99
			DISH SOAP (4)	15.96
			PAINTING SUPPLIES	122.49
			HOSE END	2.99
			WHITE PAINT (2 GAL)/TRAY	73.97
			PAINT (3)/PAINT SUPPLIES	139.55
			VACUUM BREAKER	13.98
			CAULK	2.79
			SPIKE POST/TREATED POST	32.98
			UPS SHIPPING/WOODCHIPPER BLADES	13.24
			3 BAGS CONCRETE MIX	16.77
			SOAP (13)	25.87
			BROOM	5.99
			BRUSH FLAP	21.98
			RETURN 150W BULB (2)	(47.98)
			RETURN DISH SOAP (4)	(15.96)
			JULY 2016 DISCOUNT	(56.46)
				554.52

08/05/2016	42421	INTEGRITY BUSINESS SOLUTIONS	EML/SOAP DISH (6)	34.14
			STAPLES/TONER/INK REFILL/PAPER	16.04
			TONER/INK STAMP REFILL	297.53
			PAPER TOWELS (2)	71.92
			RETURN SOAP DISH (6)	(34.14)
				<u>385.49</u>
08/05/2016	42422	JESSIE L COLLINS	ELMS PARK DEPOSIT REFUND 7/23/16 #2	100.00
08/05/2016	42423	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	800.00
08/05/2016	42424	MICHIGAN LUMBER CO	TREATED LUMBER	47.15
08/05/2016	42425	SAMANTHA MERRILL	ELMS PARK DEPOSIT REFUND 7/24/16 #2	100.00
08/05/2016	42426	SELF SERVE LUMBER CO.	TREATED LUMBER (2)	49.94
08/05/2016	42427	STANDARD ELECTRIC COMPANY	LIGHTS	172.81
08/05/2016	42428	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING THRU 6/21/16	128.00
			DRINKING WATER LAB TESTING THRU 7/6/16	64.00
				<u>192.00</u>
08/05/2016	42429	SUBURBAN AUTO SUPPLY	HYDRAULIC HOSE/HOSE END FITTING (2)	43.99
			MINI LAMP	4.99
			TRAILER CONNECT	5.59
				<u>54.57</u>
08/05/2016	42430	SUPER FLITE OIL CO INC	7/1-7/31/16 FUEL USAGE - DPW	767.45
08/05/2016	42431	SUPER FLITE OIL CO INC	7/1-7/31/16 FUEL USAGE - POLICE	1,394.81
08/05/2016	42432	TINA MACAULEY	ELMS PARK DEPOSIT REFUND 7/23/16 #3	100.00
08/05/2016	42433	VERIZON WIRELESS	JULY 2016 MONTHLY INVOICE	393.31
08/09/2016	42434	GAULT DAVISON PC	JUNE 2016 ENVIRONMENTAL ISSUE	180.00
08/09/2016	42435	JAMES NOLEN	DEMO STRUCTURE/REMOVE UNDERGROUND TANKS	27,300.00
08/09/2016	42436	LETAVIS ENTERPRISES INC.	(40) VEH. WASHES APRIL-JUNE 2016	270.00
08/09/2016	42437	PERFORMANCE ROADS LLC	CONCRETE RD REPAIR MILLER RD AND NATALIE	12,700.00
			CONCRETE REPAIR MILLER	12,000.00
				<u>24,700.00</u>
08/09/2016	42438	VILLAGE CLEANERS	JUNE 2016 UNIFORM CLEANING	114.50
08/09/2016	42439	WEST SHORE SERVICES INC	2016 SIREN MAINT. AGREEMENT	1,500.00
			2016 SIREN MAINT. AGREEMENT	300.00
				<u>1,800.00</u>
08/11/2016	42440	ACE-SAGINAW PAVING COMPANY	COLD PATCH	935.74
08/11/2016	42441	AMERICAN MESSAGING	8/15-9/14/16 8108332563 8108331159	26.05
08/11/2016	42442	ARROW UNIFORM RENTAL	MATS, SUPPLIES	32.12
			UNIFORMS, MATS, SUPPLIES, ENV.	116.52
				<u>148.64</u>
08/11/2016	42443	BIO-SERV CORPORATION	TREAT CARPENTER BEES/ELMS PARK	122.00
08/11/2016	42444	BIO-SERV CORPORATION	PEST CONTROL/PUBLIC SAFETY BLDG	52.00
08/11/2016	42445	BRADYS BUSINESS SYSTEMS	COPY MACHINE MAINT AGREEMENT 7/15-8/15/1	85.76
08/11/2016	42446	CAREER TRACK	FRONT DESK SEMINAR/KEY	119.00
08/11/2016	42447	CAREER TRACK	FRONT DESK SEMINAR/ARVOY	119.00
08/11/2016	42448	CITY OF SWARTZ CREEK	REIMB PETTY CASH THRU 6/30/16	75.35
			REIMB PETTY CASH	112.95
				<u>188.30</u>
08/11/2016	42449	CITY OF SWARTZ CREEK	DEMO PERMIT 5012 HOLLAND	150.00
08/11/2016	42450	CONSUMERS ENERGY	7/7-8/3/16 A 6425 MILLER PARK&RIDE	55.94
08/11/2016	42451	CONSUMERS ENERGY	7/5-8/2/16 A 4510 4510 MORRISH RD	30.82

08/11/2016	42452	CONSUMERS ENERGY	7/2-8/1/16 A 8499 MILLER RD	23.96
08/11/2016	42453	CONSUMERS ENERGY	7/2-8/2/16 A 8100 CIVIC DR	1,150.15
08/11/2016	42454	CONSUMERS ENERGY	7/6-8/2/16 A 8011 MILLER RD	22.43
08/11/2016	42455	CONSUMERS ENERGY	7/5-8/2/16 A 9099 MILLER RD	24.81
08/11/2016	42456	CONSUMERS ENERGY	7/2-8/2/16 A 8095 CIVIC DR	1,209.04
08/11/2016	42457	CONSUMERS ENERGY	7/5-8/2/16 A 5361 WINSHALL DR	23.69
08/11/2016	42458	CONSUMERS ENERGY	7/5-8/2/16 A 8301 8301 CAPPY LN	164.84
08/11/2016	42459	CONSUMERS ENERGY	7/5-8/2/16 A 5257 WINSHALL DR	22.43
08/11/2016	42460	CONSUMERS ENERGY	7/2-8/2/16 A 8083 CIVIC DR	822.64
08/11/2016	42461	CONSUMERS ENERGY	7/6-8/2/16 A 5121 MORRISH RD	632.72
08/11/2016	42462	CONSUMERS ENERGY	7/5-8/2/16 A WINSHALL RESTROOMS	31.36
08/11/2016	42463	CONSUMERS ENERGY	7/7-8/3/16 A 4125 ELMS RD	63.77
08/11/2016	42464	CONSUMERS ENERGY	7/1-8/4/16 A 4125 ELMS RD PAVILION	28.86
08/11/2016	42465	CONSUMERS ENERGY	7/2-8/2/16 A 8059 FORTINO	22.43
08/11/2016	42466	CREEK AUTO SERVICES LLC	LOF MONTHLY MAINT AIR FILTER 13-384	54.70
			REPAIR R REAR TIRE 10-161	15.00
			REPLACE BATTERY 05-168	156.00
				225.70
08/11/2016	42467	DANEEN FICK	ELMS PARK DEPOSIT REFUND 7/30/16 #2	100.00
08/11/2016	42468	DAVID KRUEGER	MILEAGE SMALL CITIES MEETING 8/3/16	20.52
08/11/2016	42469	DELUX TROPHIES & AWARDS	BOX RECYCLED TROPHIES/CAMP 911-COPS IN P	50.00
08/11/2016	42470	FERGUSON WATERWORKS	CLAMP	375.19
			WATER METER PARTS	369.24
			CLAMP/PIPE	423.75
			WATER VALVES	472.45
			RETURN GASKET (6)	(120.00)
				1,520.63
08/11/2016	42471	FREDERIC WELLS	IRRIGATION METER RETURNED	396.00
08/11/2016	42472	FUNTASTIC INFLATABLES	MOVIE NIGHT 8/19/16	150.00
08/11/2016	42473	HYDRO DESIGNS INC	WTR CROSS CONN CNTRL AND COMPL JULY-DEC	855.00
08/11/2016	42474	INTEGRITY BUSINESS SOLUTIONS	BABY CHANGE LINER/CLEANER/TOILET TISSUE	183.43
08/11/2016	42475	JAMES HISLOP	UB REFUND FOR 8342 CAPPY	286.68
08/11/2016	42476	JENNIFER DECKER	UB REFUND FOR 5212 WINSHALL	347.01
08/11/2016	42477	JOELLENE A DEAN	ELMS PARK DEPOSIT REFUND 7/30/16 #3	100.00
08/11/2016	42478	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES/RESIDENT (1)	850.00
08/11/2016	42479	JOYCE KELLY	ELMS PARK DEPOSIT REFUND 7/31/16 #4	100.00
08/11/2016	42480	LANDMARK APPRAISAL CO	AUGUST 2016 MONTHLY SERVICE	2,417.89
08/11/2016	42481	LARRY MOFFITT	ELMS PARK DEPOSIT REFUND 7/31/16 #1	100.00
08/11/2016	42482	LINDA WEST	UB REFUND FOR 5274 WINSHALL	251.38
08/11/2016	42483	MICHIGAN UNDERGROUND SPECIALIST LLC	SUBSITE ELECTRONICS	3,668.20
08/11/2016	42484	MONROE TRUCK EQUIPMENT INC	WHELEN MINI LIGHT	287.88
08/11/2016	42485	PITNEY BOWES INC.	RENTAL CHARGES 5/30-6/30/16	52.78
			RENTAL CHARGES 7/1-8/29/16	105.56
				158.34
08/11/2016	42486	RONALD GILBERT	ELMS PARK DEPOSIT REFUND 7/30/16 #1	100.00
08/11/2016	42487	ROWE PROFESSIONAL SERVICES CO	CE WINSTON/FAIRCHILD WATERMAIN	5,715.00
08/11/2016	42488	RWS OF MID MICHIGAN	JULY 2017 FY17 GARBAGE/RECYCLING/YARD WA	21,472.00
08/11/2016	42489	SAMUEL J CURRY	ELMS PARK DEPOSIT REFUND 7/30/16 #4	100.00
08/11/2016	42490	SANDRA ROGERS	ELMS PARK DEPOSIT REFUND 7/31/16 #2	100.00
08/11/2016	42491	SARGENTS TITLE CO	UB REFUND FOR 5153 DURWOOD	204.23
08/11/2016	42492	STATE OF MICHIGAN	ETRPT SCH AID 58-31-100-035	525.66
08/11/2016	42493	SUBURBAN AUTO SUPPLY	OIL (4)/OIL FILTER (2)	48.94
08/11/2016	42494	SWANK MOTION PICTURE INC.	MOVIE NIGHT 8/5/16	375.00
08/11/2016	42495	SWARTZ CREEK AREA FIRE DEPT.	JULY 2016 MONTHLY RUNS	2,230.19
08/11/2016	42496	SWARTZ CREEK ELEVATOR	1 GAL KILLS ALL	40.00
08/11/2016	42497	TCAA	ASSESSOR PROGRAM 9/14/16 ZETTEL	10.00
08/11/2016	42498	TRANSUNION RISK AND ALTERNATIVE	DET. INVESTIGATIVE	25.00
08/11/2016	42499	VILLAGE CLEANERS	JULY 2016 UNIFORM CLEANING	82.25

08/18/2016	42500	ACTION TRAFFIC MAINTENANCE INC	EML/MILLER RD TRAFFIC MAINT. EML/MORRISH/WADE TRAFFIC MAINT.	1,265.00 2,010.00 3,275.00
08/18/2016	42501	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV. MATS, SUPPLIES	102.09 32.12 134.21
08/18/2016	42502	BARBARA L BISHOP	ELMS PARK DEPOSIT REFUND 8/6/16 #1	100.00
08/18/2016	42503	BEST HOMES TITLE AGENCY	UB REFUND FOR 4376 SPRINGBROOK	65.50
08/18/2016	42504	BLUE CARE NETWORK-EAST MI	SEPT 2016 RETIREE MEDICAL INS KELLY SEPT 2016 RETIREE MEDICAL INS O'BRIEN SEPT 2016 RETIREE MEDICAL INS CLOLINGER SEPT 2016 COBRA INS BUECHE	697.10 1,234.31 1,254.22 534.90 3,720.53
08/18/2016	42505	CISLO TITLE CO	UB REFUND FOR 7508 MASON	165.91
08/18/2016	42506	CITY OF SWARTZ CREEK	REIMB PETTY CASH	153.75
08/18/2016	42507	CONSTRUCTION FASTENERS INC	NPT TAP	66.16
08/18/2016	42508	CONSUMERS ENERGY	ANNUAL PROP RENTAL FLINT TWP	25.00
08/18/2016	42509	DELTA DENTAL PLAN	SEPT 16 DENTAL-RETIREEES(5)/COBRA(1)	365.82
08/18/2016	42510	ETNA SUPPLY COMPANY	SOCKET FOR HYDRANT BOLTS	165.00
08/18/2016	42511	FERGUSON WATERWORKS	WATER SUPPLIES WATER SUPPLIES	495.00 921.25 1,416.25
08/18/2016	42512	FIDELITY SECURITY LIFE INSUR/EYEMED	JULY 2016 VISION-RETIREEES (5)/COBRA (1) AUG 2016 VISION-RETIREEES (5)/COBRA (1)	30.06 30.06 60.12
08/18/2016	42513	GCGC	GCGC MEETING 9/15/16	15.00
08/18/2016	42514	GENESEE CTY DRAIN COMMISSIONER	WATER 6/29-7/27/16 2,863,977 CF	151,540.02
08/18/2016	42515	GREATER WORKS CHRISTIAN CENTER	ELMS PARK DEPOSIT REFUND 8/6/16 #4	100.00
08/18/2016	42516	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES/RESIDENTIAL (880.00
08/18/2016	42517	LEON ROBINSON	ELMS PARK DEPOSIT REFUND 8/7/16 #1	100.00
08/18/2016	42518	NEW LIFE MINISTRIES INC	ELMS PARK DEPOSIT REFUND 8/7/16 #2	100.00
08/18/2016	42519	NOTARY EXPRESS INC	NOTARY KIT/J KEY	89.99
08/18/2016	42520	RACHELLE PERRY SWIFT	UB REFUND FOR 8090 INGALLS	6.65
08/18/2016	42521	ROWE PROFESSIONAL SERVICES CO	CE CAPPY LANE LIFT STATION	995.00
08/18/2016	42522	SUBURBAN AUTO SUPPLY	BREAKER BAR (2)/RATCHET OIL 10W30 (12)	119.17 41.88 161.05
08/18/2016	42523	SUSAN DRUMMOND	ELMS PARK DEPOSIT REFUND 8/6/16 #2	100.00
08/18/2016	42524	UNUM LIFE INSURANCE	SEPT 2016 RETIREE LIFE SHANNON/CLOLINGER	20.25
08/18/2016	42525	VALUE HOMES	UB REFUND FOR 57 ASHLEY	64.97
08/18/2016	42526	WEST MICH REALTORS TITLE CO	UB REFUND FOR 7509 ELIZABETH	92.14
08/25/2016	42527	ACE OUTDOOR SERVICES LLC	RED MULCH 2 YDS	52.00
08/25/2016	42528	ALLYSON TERRIAN	ELMS PARK DEPOSIT REFUND 8/14/16 #3	100.00
08/25/2016	42529	ARROW UNIFORM RENTAL	MATS, SUPPLIES UNIFORMS, MATS, SUPPLIES, ENV.	32.12 102.09 134.21
08/25/2016	42530	BELL EQUIPMENT CO	IGNITION SWITCH	125.54
08/25/2016	42531	BIO-SERV CORPORATION	PEST CONTROL/PUBLIC SAFETY BLDG	52.00

PEST CONTROL/PUBLIC SAFETY BLDG	122.00
	<u>174.00</u>

08/25/2016	42532	C & H CONSTRUCTION CO INC	VALVE REPAIR 8475 CHESTERFIELD	2,570.00
			RMVL & RPLCMNT VALVE 8475 CHESTERFIELD	1,040.00
				<u>3,610.00</u>

08/25/2016	42533	CASIE HARTMAN	ELMS PARK DEPOSIT REFUND 8/13/16 #3	100.00
08/25/2016	42534	COMCAST BUSINESS	8/26-9/25/16 CITY HALL	329.60
08/25/2016	42535	COMCAST BUSINESS	9/1-9/30/16 PUBLIC SAFETY BUILDING	149.80
08/25/2016	42536	CONSTRUCTION FASTENERS INC	WASP & HORNET SPRAY (5)	28.45
08/25/2016	42537	FRANK CHRASTEK JR	ELMS PARK DEPOSIT REFUND 8/13/16 #1	100.00
08/25/2016	42538	GAULT DAVISON PC	JULY 2016 ENVIRONMENTAL ISSUE	270.00

08/25/2016	42539	GEN CTY ROAD COMMISSION	JULY 2016 S-MTCE & OPERATIONS	12.10
			JULY 2016 I-69/MORRISH RD SIGNAL MAINT.	286.43
				<u>298.53</u>

08/25/2016	42540	GENESEE COUNTY	THIRD INSTALLMENT PICTOMETRY 2014	503.03
08/25/2016	42541	INTEGRITY BUSINESS SOLUTIONS	EML/GARBAGE BAGS (2)	139.98
08/25/2016	42542	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	850.00
08/25/2016	42543	MARQUITA COLLINS	ELMS PARK DEPOSIT REFUND 8/13/16 #2	100.00
08/25/2016	42544	MY-CAN LLC	7/21-8/18/16 PORTAJON RENTAL ELMS & WINS	1,370.00
08/25/2016	42545	RON VINCENT	ELMS PARK DEPOSIT REFUND 8/14/16 #1	100.00
08/25/2016	42546	ROYALTY SERVICES INC	FILL SAND (20)/DELIVERY	280.00
08/25/2016	42547	SCOTT T RAQUEPAW	ELMS PARK DEPOSIT REFUND 8/14/16 #2	100.00
08/25/2016	42548	SHERRIE HUGAN	ELMS PARK DEPOSIT REFUND 8/14/16 #4	100.00
08/25/2016	42549	SIMEN FIGURA & PARKER PLC	JULY 2016 GEN'L/TRAFFIC/ORDIN	2,822.00
08/25/2016	42550	SPRINGBROOK EAST CONDO ASSOC	PROCEEDS FROM SALE OF 58-36-676-039	6,762.13
08/25/2016	42551	ST PAUL BAPTIST CHURCH	ELMS PARK DEPOSIT REFUND 8/13/16 #4	100.00
08/25/2016	42552	SWANK MOTION PICTURE INC.	MOVIE NIGHT 8/16/16 WRECK IT RALPH	325.00
08/25/2016	42553	THOMAS SVRCEK	REIMB FOR SPECIALTY PENS	28.90

GEN TOTALS:				
Total of 152 Checks:				306,118.93
Less 0 Void Checks:				0.00
Total of 152 Disbursements:				<u>306,118.93</u>

Inspection List

09/01/16

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result	Inspector
5126 MORRISH RD	58-02-200-019	Status	08/01/2016	08/01/2016	Complied	Jeremy Pizzala
8060 MILLER RD	58-35-576-029	Status	08/01/2016	08/01/2016	No Change	Dennis Smith
4437 MORRISH RD	58-36-300-024	Status	08/01/2016	08/01/2016	No Change	Dennis Smith
5058 MORRISH RD	58-02-529-012	Status	08/01/2016	08/01/2016	No Change	Dennis Smith
4107 JENNIE LN	58-36-526-029	Status	08/01/2016	08/01/2016	No Change	Dennis Smith
8403 MILLER RD	58-02-504-013	Status	08/01/2016	08/01/2016	No Change	Dennis Smith
4336 MORRISH RD	58-35-576-014	Code	08/01/2016	08/01/2016	Violation(s)	Jeremy Pizzala
5086 MORRISH RD	58-02-200-014	Status	08/02/2016	08/02/2016	Complied	Jeremy Pizzala
8012 MAPLE ST	58-02-530-045	Status	08/02/2016	08/02/2016	Complied	Jeremy Pizzala
118 ASHLEY CIR	58-35-776-118	Final	08/02/2016	08/04/2016	Approved	Dennis Smith
5037 FIRST ST	58-01-502-118	Post Hole	08/03/2016	08/03/2016	Approved	Dennis Smith
8603 MILLER RD	58-02-100-009	Final	08/03/2016	08/03/2016	Approved	Leon Buning
7025 MILLER RD	58-36-577-006	Code	08/03/2016			Tom Svrcek
8093 MILLER RD	58-02-528-001	Status	08/04/2016	08/04/2016	Partially Complied	Jeremy Pizzala
7167 LINDSEY DR	58-36-676-051	Final	08/04/2016	08/04/2016	Approved	Dennis Smith
7167 LINDSEY DR	58-36-676-051	Masonary	08/04/2016	08/04/2016	Approved	Dennis Smith
7195 LINDSEY DR	58-36-676-047	Footing	08/04/2016			Matt Hart
4297 MAYA LN	58-36-676-022	Final	08/04/2016			Matt Hart
8397 CAPPY LN	58-02-503-047	Final	08/04/2016	08/04/2016	Approved	Leon Buning
7195 LINDSEY DR	58-36-676-047	Swr Tap In	08/04/2016	08/04/2016	Approved	Bob Davis
8103 MILLER RD	58-02-528-002	Court Report	08/04/2016	08/04/2016	Violation(s)	Tara Ford
5044 MORRISH RD	58-02-529-010	Court Report	08/04/2016	08/04/2016	Violation(s)	Tara Ford
7195 LINDSEY DR	58-36-676-047	Right of Way	08/05/2016			Tom Svrcek
9275 HILL RD	58-03-576-007	Ordinance	08/08/2016			Amy Nichols
7169 RUSSELL DR	58-36-676-064	Rough	08/09/2016	08/09/2016	Approved	Bob Davis
3384 ELMS RD	58-25-576-018	Final	08/09/2016	08/09/2016	Approved	Dennis Smith
7366 CROSS COUNCIL BLVD	58-36-651-226	Final	08/09/2016	08/09/2016	Approved	Leon Buning

Inspection List

09/01/16

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result	Inspector
	58-31-100-018	Final	08/09/2016	08/09/2016	Approved	Bob Davis
5388 DURWOOD DR	58-03-533-114	Status	08/10/2016	08/10/2016	No Change	Jeremy Pizzala
	58-31-100-018	Final	08/10/2016	08/10/2016	Approved	Dennis Smith
5037 FIRST ST	58-01-502-118	Final	08/10/2016	08/10/2016	Approved	Dennis Smith
5012 HOLLAND DR	58-02-529-017	Final	08/10/2016	08/10/2016	Approved	Dennis Smith
8093 MILLER RD	58-02-528-001	Status	08/11/2016	08/11/2016	Partially Complied	Jeremy Pizzala
7366 CROSSCREEK DR	58-36-651-226	Final	08/11/2016	08/11/2016	Approved	Bob Davis
4292 LINDSEY DR	58-36-676-065	Underground	08/11/2016	08/11/2016	Approved	Bob Davis
7195 LINDSEY DR	58-36-676-047	Backfill	08/11/2016	08/11/2016	Partially Approved	Dennis Smith
8197 MILLER RD	58-02-526-027	Rough	08/11/2016	08/11/2016	Approved	Bob Davis
5388 DURWOOD DR	58-03-533-114	Code	08/11/2016			Tom Svrcek
5256 DON SHENK DR	58-02-503-004	Status	08/16/2016	08/16/2016	No Change	Jeremy Pizzala
9189 OAKVIEW DR	58-03-531-096	Status	08/16/2016	08/16/2016	Partially Complied	Jeremy Pizzala
4336 MORRISH RD	58-35-576-014	Status	08/16/2016	08/16/2016	Complied	Jeremy Pizzala
7169 RUSSELL DR	58-36-676-064	Rough	08/16/2016	08/16/2016	Approved	Bob Davis
7219 LINDSEY DR	58-36-676-044	Rough	08/16/2016	08/16/2016	Approved	Bob Davis
5070 MORRISH RD	58-02-529-031	Final	08/16/2016	08/16/2016	Approved	Bob Davis
5070 MORRISH RD	58-02-529-031	Final	08/16/2016	08/15/2016	Approved	Leon Buning
9041 MILLER RD	58-03-530-001	Underground & Rou	08/16/2016	08/16/2016	Approved	Bob Davis
5070 MORRISH RD	58-02-529-031	Final	08/16/2016	08/16/2016	Approved	Bob Davis
5070 MORRISH RD	58-02-529-031	Final	08/17/2016			Matt Hart
3266 DYE RD	58-29-300-002	Site Inspection	08/17/2016			Matt Hart
9041 MILLER RD	58-03-530-001	floor	08/17/2016	08/17/2016	Approved	Matt Hart
7219 LINDSEY DR	58-36-676-044	Rough	08/18/2016	08/23/2016	Approved	Bob Davis
9048 CHESTERFIELD DR	58-03-526-005	Final	08/18/2016	08/18/2016	Approved	Bob Davis
8093 MILLER RD	58-02-528-001	Status	08/22/2016	08/22/2016	No Change	Jeremy Pizzala
5239 OAKVIEW DR	58-02-501-111	Site Inspection	08/22/2016	08/22/2016	Violation(s)	Jeremy Pizzala

Inspection List

09/01/16

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result	Inspector
4108 JENNIE LN	58-36-526-011	Underlayment	08/22/2016	08/22/2016	Approved	Matt Hart
4254 ROUNDHOUSE RD 3	58-36-300-029	Final	08/23/2016	08/23/2016	Approved	Bob Davis
3263 HERITAGE BLVD	58-30-651-095	Final	08/23/2016	08/23/2016	Approved	Bob Davis
3402 HERITAGE BLVD	58-30-651-067	Final	08/23/2016	08/23/2016	Approved	Bob Davis
4045 JENNIE LN	58-36-526-044	Final	08/23/2016	08/23/2016	Approved	Bob Davis
8397 CAPPY LN	58-02-503-047	Final	08/23/2016	08/23/2016	Approved	Bob Davis
4140 MORRISH RD	58-35-200-007	Final	08/24/2016	08/24/2016	Approved	Matt Hart
4276 KROGER DR	58-36-400-010	Rough	08/24/2016	08/24/2016	Approved	Matt Hart
7169 RUSSELL DR	58-36-676-064	Underground	08/25/2016	08/25/2016	Approved	Bob Davis
7084 MILLER RD	58-36-576-012	Final	08/26/2016	08/26/2016	Approved	Bob Davis
7219 LINDSEY DR	58-36-676-044	Service	08/26/2016	08/26/2016	Approved	Leon Buning
7219 LINDSEY DR	58-36-676-044	Rough	08/26/2016	08/26/2016	Approved	Leon Buning
7169 RUSSELL DR	58-36-676-064	Service	08/26/2016	08/26/2016	Approved	Leon Buning
7169 RUSSELL DR	58-36-676-064	Rough	08/26/2016	08/26/2016	Approved	Leon Buning
4336 MORRISH RD	58-35-576-014	Framing	08/29/2016	08/29/2016	Approved	Matt Hart
5410 DON SHENK DR	58-03-579-002	Site Inspection	08/29/2016			Tom Svrcek
5239 OAKVIEW DR	58-02-501-111	Status	08/30/2016	08/30/2016	No Change	Jeremy Pizzala
4100 JENNIE LN	58-36-526-010	Final	08/30/2016	08/30/2016	Approved	Bob Davis
9141 LUEA LN	58-03-626-023	Final	08/30/2016	08/30/2016	Approved	Matt Hart
8250 MILLER RD	58-35-400-018	Site Inspection	08/30/2016	08/30/2016	Complied	Matt Hart
8403 MILLER RD	58-02-504-013	Status	08/30/2016	08/30/2016	No Change	Matt Hart
5170 MORRISH RD	58-02-530-044	Ordinance	08/30/2016			Amy Nichols
5157 MORRISH RD	58-01-100-013	Ordinance	08/30/2016			Amy Nichols
5256 DON SHENK DR	58-02-503-004	Ordinance	08/30/2016			Amy Nichols
7512 GROVE ST	58-01-100-019	Ordinance	08/30/2016			Amy Nichols
5388 DURWOOD DR	58-03-533-114	Ordinance	08/30/2016			Amy Nichols
9261 HILLTOP	58-03-576-005	Ordinance	08/30/2016			Amy Nichols

Inspection List

09/01/16

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result	Inspector
8523 CHESTERFIELD DR	58-03-526-001	Final	08/31/2016	08/31/2016	Approved	Matt Hart

Inspections: 82

Population: All Records
Inspection.DateTimeScheduled Between 8/1/2016 12:00:00 AM AND 8/31/2016 11:59:59 PM

City of Swartz Creek

Building Permit List

2016

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction	
Building								
PB1600035	08/12/16	Jeffery A. Scott Architects P.C.	(248) 476 8800	58-36-576-012	\$150,000	\$1,295.00	7084 MILLER RD 48473-Com Add/Alter/Repair	
PB1600038	08/24/16	DOTSON, RONALD E & PAT		58-31-526-007	\$1,500	\$105.00	6134 MILLER RD 48473-Siding	
PB1600041	08/03/16	WOODSIDE BUILDERS, INC		(810) 635 2227	58-36-676-047	\$172,550	\$960.00	7195 LINDSEY DR 48473 Res Single Family
PB1600043	08/08/16	Boyle Constructors Inc	(989) 892 3544	58-36-526-029	\$4,300	\$120.00	4107 JENNIE LN 48473-Roofing	
PB1600044	08/09/16	BENSINGER, SANDRA		58-35-776-140	\$1,680	\$105.00	140 ASHLEY CIR 48473-Res Deck	
PB1600045	08/09/16	C & L Ward Bros Co	(810) 503 1161	58-36-526-011	\$11,500	\$155.00	4108 JENNIE LN 48473-Roofing	
PB1600046	08/11/16	Dawn Jamison	(810) 955 7103	58-03-530-001	\$27,513	\$460.00	9041 MILLER RD 48473-Com Add/Alter/Repair	
PB1600047	08/19/16	Frederick C. Caruso	(810) 348 9504	58-35-576-014	\$2,304	\$160.00	4336 MORRISH RD 48473-Res Deck	
PB1600048	08/30/16	STALLINGS, GREGORY		58-02-400-002	\$3,500	\$215.00	5288 MORRISH RD 48473-Com Add/Alter/Repair	
Total:		9 Permits	Value: \$374,847		Fee Total: \$3,575.00		Total Number of Dwelling Units 1	

Electrical

PE1600032	08/05/16	AAA Electric	(810) 252 4444	58-36-651-226	\$0	\$106.00	7366 CROSSCREEK DR 48473-Electrical
PE1600033	08/15/16	Martin Electric Co	(810) 720 1911	58-36-577-025	\$0	\$107.00	7197 MILLER RD 48473-Electrical
PE1600034	08/16/16	Schumacher Electric Inc	(248) 627 4135	58-36-576-012	\$0	\$230.00	7084 MILLER RD 48473-Electrical
PE1600035	08/18/16	MIDDLETON, ALLISON		58-03-533-084	\$0	\$110.00	5219 GREENLEAF DR 48473-Electrical
PE1600036	08/22/16	Arrow Flint Electric Co	(810) 767 7144	58-02-503-022	\$0	\$110.00	8444 CAPPY LN 48473-Electrical
PE1600037	08/23/16	B & W Electric	(810) 397 4246	58-36-676-044	\$0	\$333.00	7219 LINDSEY DR 48473 Electrical
PE1600038	08/23/16	B & W Electric	(810) 397 4246	58-36-676-064	\$0	\$333.00	7169 RUSSELL DR 48473 Electrical
PE1600039	08/25/16	JG Electric	(810) 252 2176	58-36-578-003	\$0	\$111.00	7286 MILLER RD 48473-Electrical
PE1600040	08/29/16	Murphy Electrical Services, Inc	(810) 919 8604	58-02-100-008	\$0	\$261.00	8339 CAPPY LN 48473 Electrical
PE1600041	08/31/16	Hinterman Electric Inc	(810) 234 7141	58-03-531-069	\$0	\$122.00	5226 SEYMOUR RD 48473-Electrical

City of Swartz Creek

Building Permit List

2016

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
Total:		10 Permits	Value: \$0		Fee Total: \$1,823.00	Total Number of Dwelling Units	0

Mechanical

PM160029	08/01/16	Dee Cramer Inc	(810) 579 4790	58-36-300-029	\$0	\$130.00	4254 ROUNDHOUSE RD 48473-Mechanical
PM160035	08/01/16	STINSON, JUDY & BYRD, JC		58-36-651-226	\$0	\$105.00	7366 CROSSCREEK DR 48473-Mechanical
PM160036	08/01/16	Staley's Plbg & Htg, Inc.	(810) 659 5572	58-36-676-064	\$0	\$275.00	7169 RUSSELL DR 48473 Mechanical
PM160037	08/04/16	Staley's Plbg & Htg, Inc.	(810) 659 5572	58-36-676-044	\$0	\$270.00	7219 LINDSEY DR 48473 Mechanical
PM160038	08/08/16	Blessing Co.	(810) 694 4861	58-36-577-025	\$0	\$130.00	7197 MILLER RD 48473-Mechanical
PM160039	08/15/16	Bradow Contracting LLC	(810) 691 0383	58-02-503-047	\$0	\$145.00	8397 CAPPY LN 48473-Mechanical
PM160040	08/22/16	Michigan Mechanical Ventures	(734) 326 1210	58-36-576-012	\$0	\$140.00	7084 MILLER RD 48473-Mechanical
Total:		7 Permits	Value: \$0		Fee Total: \$1,195.00	Total Number of Dwelling Units	0

Plumbing

PP160017	08/08/16	Absolute Plumbing	(810) 820 8841	58-30-651-095	\$0	\$115.00	3263 HERITAGE BLVD 48473-Plumbing
PP160018	08/09/16	Burnash Plbg	(810) 836 3489	58-36-676-065	\$0	\$289.00	4292 LINDSEY DR 48473 Plumbing
PP160019	08/09/16	Burnash Plbg	(810) 836 3489	58-36-676-064	\$0	\$274.00	7169 RUSSELL DR 48473 Plumbing
PP160020	08/09/16	Burnash Plbg	(810) 836 3489	58-36-676-044	\$0	\$224.00	7219 LINDSEY DR 48473 Plumbing
PP160021	08/15/16	James Staley	(810) 397 2911	58-03-530-001	\$0	\$193.00	9041 MILLER RD 48473-Plumbing
PP160022	08/15/16	louis blessing	(810) 694 4861	58-36-526-010	\$0	\$105.00	4100 JENNIE LN 48473-Plumbing
PP160023	08/22/16	Michigan Mechanical Ventures	(734) 326 1210	58-36-576-012	\$0	\$118.00	7084 MILLER RD 48473-Plumbing
Total:		7 Permits	Value: \$0		Fee Total: \$1,318.00	Total Number of Dwelling Units	0

City of Swartz Creek Building Permit List 2016

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
Right of Way							
PROW-0031	08/05/16	NEMER, KHALIL TRUST		58-36-676-047	\$0	\$0.00 7195 LINDSEY DR	48473 Right of way
Total:		1 Permits	Value: \$0		Fee Total: \$0.00		Total Number of Dwelling Units 0

Zoning							
PZ16-0015	08/19/16	Dennis Callen	(810) 750 3010	58-03-200-003	\$0	\$100.00 9061 MILLER RD	48473 Sign
PZ16-0016	08/22/16	A&N Graphics	(810) 919 5805	58-03-530-001	\$0	\$100.00 9041 MILLER RD	48473-Sign
Total:		2 Permits	Value: \$0		Fee Total: \$200.00		Total Number of Dwelling Units 0

Permit Total: 36 Value: \$374,847 Fee Total: \$8,111.00

Permit.DateIssued Between 8/1/2016 12:00:00 AM AND 8/31/2016 11:59:59 PM

Enforcements By Category

09/01/16

BLIGHT

Enforcement Number	Address	Status	Filed	Closed
E16-340	5346 DURWOOD DR	Inspection Pending	08/31/16	
			Total Entries: 1	

BUILDING VIOLATIONS

Enforcement Number	Address	Status	Filed	Closed
E16-325	4336 MORRISH RD	Closed	08/01/16	08/16/16
E16-331	5239 OAKVIEW DR	Violation	08/17/16	
E16-333	8250 MILLER RD	Closed	08/29/16	08/30/16
			Total Entries: 3	

SP NON-COMPLIANCE

Enforcement Number	Address	Status	Filed	Closed
E16-329	4141 MORRISH RD	Violation	08/11/16	
E16-330	4301 ELMS RD	Violation	08/11/16	
			Total Entries: 2	

WEED COMPLAINT

Enforcement Number	Address	Status	Filed	Closed
E16-326	7025 MILLER RD	Complete	08/03/16	08/05/16
E16-327	9275 HILL RD	Closed	08/08/16	08/30/16
E16-328	5388 DURWOOD DR	Complete	08/11/16	08/24/16
E16-332	5410 DON SHENK DR	Inspection Pending	08/29/16	
E16-334	5170 MORRISH RD	Inspection Pending	08/30/16	
E16-335	5157 MORRISH RD	Inspection Pending	08/30/16	
E16-336	5256 DON SHENK DR	Inspection Pending	08/30/16	
E16-337	7512 GROVE ST	Inspection Pending	08/30/16	

Enforcements By Category

09/01/16

E16-338	5388 DURWOOD DR	Inspection Pending	08/30/16
E16-339	9261 HILL RD	Inspection Pending	08/30/16

Total Entries: 10

Total Records: 16

Population: All Records

Enforcement.DateFiled Between 8/1/2016 12:00:00 AM AND 8/31/2016 11:59:59 PM



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

KIRK T. STEUDLE
DIRECTOR

August 25, 2016

Adam Zettel, AICP, City Manager
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473

RE: Michigan State Infrastructure Bank Loan – Chesterfield and Worchester Drive

Dear Mr. Zettel:

I am pleased to inform you that the Michigan Department of Transportation has approved Swartz Creek's request for a \$1,600,000 Michigan State Infrastructure Bank (SIB) loan for Chesterfield Drive and Worchester Drive reconstruction. The interest rate will be two and a half percent (2.5%), with repayment in ten (10) years. Jessica Pierce, the Program Coordinator, will be in touch with you regarding the disbursement of the loan funds and payment schedule.

You are required to provide the final project accounting for the project by November 1, 2017 + 60 days. If the final project accounting is not received by this date, it may impact your eligibility to receive SIB loans in the future.

We look forward to working with you to successfully complete this project. If you have any questions regarding the loan, please contact Jessica at 517-241-0185.

Sincerely,

A handwritten signature in blue ink that reads "Michael B. Kapp".

Michael B. Kapp, Administrator
Office of Economic Development

**Loan #
Swartz Creek**

**Loaned from Fund: 8804 Pays to Fund: 8804
2.50%**

	<u>Date Due</u> <u>/Received</u>	<u>Check#</u>	<u>Payment</u> <u>Amount</u>	<u>@</u> <u>X days</u>	<u>Interest</u> <u>Amount</u>	<u>Principal</u> <u>Amount</u>	<u>Principal</u> <u>Balance</u>
	24-Aug-16						1,600,000.00
1	24-Aug-17	Due	178,164.76	365	32,000.00	146,164.76	1,453,835.24
2	24-Aug-18	Due	178,164.76	365	29,076.70	149,088.06	1,304,747.18
3	24-Aug-19	Due	178,164.76	365	26,094.94	152,069.82	1,152,677.37
4	24-Aug-20	Due	178,164.76	366	23,053.55	155,111.21	997,566.16
5	24-Aug-21	Due	178,164.76	365	19,951.32	158,213.44	839,352.72
6	24-Aug-22	Due	178,164.76	365	16,787.05	161,377.71	677,975.01
7	24-Aug-23	Due	178,164.76	365	13,559.50	164,605.26	513,369.75
8	24-Aug-24	Due	178,164.76	366	10,267.40	167,897.36	345,472.39
9	24-Aug-25	Due	178,164.76	365	6,909.45	171,255.31	174,217.08
10	24-Aug-26	Due	177,701.42	365	3,484.34	174,217.08	0.00
Total			1,781,184.26		181,184.26	1,600,000.00	7,459,212.90



STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

RICK SNYDER
GOVERNOR

KIRK T. STEUDLE
DIRECTOR

August 26, 2016

City of Swartz Creek
Adam Zettel, City Manager
8083 Civic Drive
Swartz Creek, MI 48473

Dear Mr. Zettel:

MDOT CONTRACT 2016-0453

Enclosed is the original contract issued between your organization and the Michigan Department of Transportation. Please take the time to read and understand this contract. If this contract meets with your approval, please complete the following checklist, and **return** this checklist and the contract as soon as possible. **Only one copy of this contract is being sent to you for signature.** Upon its award you will receive an electronic scan for your files. The original signed contract will be maintained in Contract Services Division's files.

_____ **Please do not date the document.** MDOT will date the document when it is executed. This contract is **not** executed until it has been signed by **all parties**. Upon all final approvals the contract will be sent to the MDOT Director for execution.

_____ **Secure the necessary signatures on the contract.**

_____ **Include a certified resolution/authorization.** The resolution/authorization should specifically name the officials who are authorized to sign the contract. The resolution/authorization must be submitted, even though you may have submitted one in the past.

_____ **Return the contract and the certified resolution/authorization to my attention in the Bureau of Finance, Contract Services Division at the address below for MDOT execution.** A scanned electronic copy of the executed contract will be forwarded to your attention via e-mail. Our street address for the use of an overnight carrier, should you need it, is 425 W. Ottawa St., Lansing MI 48933.

_____ Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). **The CONSULTANT is required to register to receive payments of EFT at the Contract & Payment Express website (www.cpexpress.state.mi.us).**

If you have any questions, please do not hesitate to contact me directly at (517) 373-2895 or email me at rottiersw@michigan.gov.

Sincerely,
William Rottiers
Bill Rottiers
Contract Administrator
Contract Services Division

Enclosure

MICHIGAN DEPARTMENT OF TRANSPORTATION
CITY OF SWARTZ CREEK
GENERAL LOAN CONTRACT

This General Loan Contract (CONTRACT) is made and entered into this date of _____ by and between the Michigan Department of Transportation (MDOT), with principal offices located at 425 West Ottawa Street, Lansing, Michigan 48913, and the City of Swartz Creek (RECIPIENT), with offices located at 8083 Civic Drive, Swartz Creek, MI 48473.

Section 1. PURPOSE

The purpose of this CONTRACT is to assist the RECIPIENT in financing transportation infrastructure improvements through the Chesterfield Drive and Worchester Drive Reconstruction project (PROJECT), as more specifically identified in the RECIPIENT's loan application, dated August 12, 2016, attached hereto and made a part hereof as Exhibit A. Such assistance will be provided by MDOT in the form of a State Infrastructure Bank (SIB) loan, pursuant to Section 350 of the National Highway System Designation Act of 1995. Funds will be used for pre-approved purposes only. MDOT has the discretion and the authority to recall, freeze, or limit disbursement of any funds or a portion thereof if the purpose or manner of expenditure by the RECIPIENT is inconsistent with this CONTRACT and/or with federal or state laws, rules, or policies.

The RECIPIENT will undertake and complete the PROJECT as described in the RECIPIENT's loan application, dated August 12, 2016, and set forth in Exhibit A.

Section 2. TERM

The RECIPIENT will complete the PROJECT by the estimated project end date as set forth in Exhibit A. This CONTRACT will be in effect from the date of award through December 31, 2026.

Section 3. PROJECT FUNDING

MDOT will loan the RECIPIENT One Million Six Hundred Thousand Dollars (\$1,600,000.00). The parties acknowledge that such loan amount consists of SIB monies that have been appropriated by the Congress of the United States or by the state legislature for MDOT administration to qualifying sponsors for qualifying projects and that such funds are subject to applicable federal and state laws, rules, and policies.

Disbursement of the loan funds by MDOT to the RECIPIENT will be for the PROJECT costs set forth in the attached Exhibit B (Project's Authorized Budget) and will be made in the manner and method prescribed by MDOT.

MDOT funds in this CONTRACT made available through legislative appropriations are based on projected revenue estimates. MDOT may reduce the amount of this CONTRACT if the revenue actually received is insufficient to support the appropriation under which this CONTRACT is made.

Section 4. REPAYMENT OF LOAN

The loan will be repaid in accordance with the following provisions:

- a. The RECIPIENT will pay MDOT One Hundred Seventy-Eight Thousand One Hundred Sixty-Four Thousand Dollars and Seventy-Six Cents (\$178,164.76) per year for three (9) years plus one payment of One Hundred Seventy-Seven Thousand Seven Hundred One Dollars and Forty-Two Cents (\$177,701.42) at ten (10) years from the disbursement of the loan, until the entire loan amount of One Million Six Hundred Thousand Dollars (\$1,600,000.00) is paid in full, plus interest at the rate of two and one half of one percent (2.5%) on the unpaid balance, such payment to be applied first to interest and the balance to be applied to the principal owing, thus creating a new principal balance each year upon which the interest is to be calculated. In the event that any payment remains unpaid for thirty (30) days after it is due, all sums unpaid under this CONTRACT will, at the option of MDOT, become due and payable at once.
- b. If the RECIPIENT fails to make any of its required payments when they are due, MDOT will immediately notify the RECIPIENT and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of such default and of the amount thereof, and if such default is not corrected by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the RECIPIENT from the Michigan Transportation Fund sufficient monies to remove the default and to credit the RECIPIENT with payment thereof and to notify the RECIPIENT in writing of such fact.
- c. If the RECIPIENT does not receive monies from the Michigan Transportation Fund, or if those monies are inadequate to remove the default, the RECIPIENT agrees to assign to MDOT, to the full extent permitted under law, all payments the RECIPIENT is eligible to receive under 1971 PA 140, as amended (Distributable Aid), as security for the RECIPIENT's obligations under this CONTRACT.
- d. The RECIPIENT agrees that if it fails to repay money or perform in compliance with the terms and conditions of this CONTRACT, the Treasurer of the State of Michigan is authorized and directed by the RECIPIENT to pay Distributable Aid to MDOT in an amount sufficient to pay the RECIPIENT's obligation to MDOT or up to the full amount of Distributable Aid.

- e. The RECIPIENT agrees that the costs reported to MDOT for this CONTRACT will represent only those items that are properly chargeable in accordance with this CONTRACT. The RECIPIENT also certifies that it has read the CONTRACT terms and has made itself aware of the applicable laws, regulations, and terms of this CONTRACT that apply to the reporting of costs incurred under the terms of this CONTRACT.

Section 5. ADMINISTRATION

All reports, approvals, and correspondence from the RECIPIENT to MDOT will be sent to the SIB Administrator at the following address: SIB Administrator, State Infrastructure Bank Program, Michigan Department of Transportation, Office of Economic Development, 425 West Ottawa Street, P.O. Box 30050, Lansing, Michigan 48909.

Correspondence from MDOT to the RECIPIENT will be sent to the address noted in the first paragraph of this CONTRACT.

The RECIPIENT will secure the written approval of the SIB Administrator for all PROJECT modifications, including, but not limited to the following:

- a. All changes of substance in the Scope of Work, as defined in Section 5 of this CONTRACT, including new activities or alterations in existing approved activities.
- b. All extensions of time to the project completion date as set forth in Exhibit B.
- c. Cumulative changes among approved SIB-funded items that exceed the lesser of \$10,000.00 or five percent (5%) of the SIB loan amount.

PROJECT modification requests made by the RECIPIENT must be submitted in writing to the SIB Administrator by an authorized official of the RECIPIENT. Approval of PROJECT modification requests by MDOT will be in writing and will be signed by the SIB Administrator.

Any change in the term of this CONTRACT, the terms of the loan, or in the loan amount as shown in Section 3 of this CONTRACT will only be by award of a prior written amendment to this CONTRACT by the parties.

Section 6. COMPLIANCE ACTIVITIES

The RECIPIENT will, in the performance of this CONTRACT, comply with and require its contractors and subcontractors to comply with all applicable federal, state, and local statutes, ordinances, and regulations and will obtain or have its contractors and subcontractors obtain all permits that are applicable to the entry into and performance of this CONTRACT.

This CONTRACT will be interpreted, construed, and enforced in accordance with the laws of the State of Michigan.

By signing this CONTRACT, the RECIPIENT certifies that it has obtained or will obtain all necessary environmental protection permits and clearances prior to the beginning of the PROJECT.

Within sixty (60) days after the completion of the term of the PROJECT, the RECIPIENT will file a final PROJECT accounting with the SIB Administrator. The SIB Administrator will review the progress reports to verify that loan proceeds were utilized in accordance with PROJECT requirements and applicable federal and state regulations.

Section 7. RECORD-KEEPING AND AUDIT

- a. The RECIPIENT will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this CONTRACT (RECORDS). Separate accounts will be established and maintained for all costs incurred under this CONTRACT.
- b. Audit and Inspection. The RECIPIENT will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507), and the requirements of 2 CFR Part 200, including Subpart F – Audit Requirements, as amended, and the provisions of 1951 PA 51, MCL 247-660h, as applicable, that are in effect at the time of CONTRACT award with regard to audits
 - i. Recipients expending a total of Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds in the recipient's fiscal year must have a single audit conducted for that year. The Seven Hundred Fifty Thousand Dollar (\$750,000.00) threshold represents all federal funding sources. This is in accordance with the Single Audit Act of 1984, as amended, and 2 CFR Part 200 Subpart F, as amended.
 - ii. Recipients expending less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in federal funds must submit a letter to MDOT advising that a single audit was not required. The letter will indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the MDOT federal programs, and the Catalog of Federal Domestic Assistance (CFDA) grant number(s). This information must be submitted to the address in paragraph (iv) below.
 - iii. Recipients must complete their single audits electronically through the Federal Audit Clearinghouse website (<http://harvester.census.gov/fac/>). Users are instructed to create an online report ID and then to complete Form SF-SAC prior to submitting their reporting packages. The audit will be completed and submitted electronically within thirty (30) days after receipt of the auditor's report(s) or within nine (9) months after the end of the recipient's fiscal year, whichever is earlier.

- iv. Recipients must also submit one (1) paper copy of the completed Form SF-SAC and reporting package within the same time frame set forth in paragraph (iii) above to the address(es) below:

Address:

Michigan Department of Transportation
Financial Operations Division
Budget, Outreach and Program Support Section
P.O. Box 30050
Lansing, MI 48909

With a copy to:

Michigan Department of Transportation
SIB Program Manager
Office of Economic Development
P. O. Box 30050
Lansing, Michigan 48909

- v. Recipients must also comply with applicable state laws and regulations relative to audit requirements.
 - vi. Recipients will not charge audit costs to MDOT's federal programs that are not in accordance with the aforementioned 2 CFR Part 200 requirements.
 - vii. All recipients are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.
 - viii. The CFDA code for this CONTRACT is 20.205.
- c. The RECIPIENT will maintain the RECORDS for at least three (3) years from the date of final payment made by the RECIPIENT under this CONTRACT. In the event of a dispute with regard to the allowable expenses or any other issue under this CONTRACT, the RECIPIENT will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
 - d. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the RECIPIENT will assure compliance with subsections (a), (b), (c), (d), and (e) above for all subcontracted work.

Section 8. AUDIT AND REPAYMENT

In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this CONTRACT or questions the allowability of an item of

expense, MDOT will promptly submit to the RECIPIENT a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the RECIPIENT at the completion of an audit.

Within sixty (60) days after the date of Notice of Audit Results, the RECIPIENT will (a) respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the RECIPIENT may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the CONTRACT. The RECIPIENT agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the RECIPIENT, the RECIPIENT will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of the invoice from MDOT. If the RECIPIENT fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the RECIPIENT agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the RECIPIENT under this CONTRACT or any other contract or payable to the RECIPIENT under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The RECIPIENT expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the RECIPIENT in a timely filed RESPONSE.

Section 9. DEFAULT AND TERMINATION

In the event that any of the following occur, MDOT may consider the RECIPIENT to be in default with respect to this CONTRACT:

- a. The RECIPIENT misrepresents any documentation or information provided to MDOT to secure SIB financing.
- b. The RECIPIENT fails to perform the PROJECT as described in Exhibit A.

- c. The RECIPIENT fails to make a payment of any installment of principal and/or interest under this CONTRACT or fails to make a due payment of any other debt or obligation now or later owed by the RECIPIENT to MDOT.
- d. The RECIPIENT defaults in the performance of any other obligation to MDOT under this CONTRACT.
- e. The RECIPIENT becomes insolvent or makes an assignment for the benefit of creditors.
- f. Any guarantee or pledge made by the RECIPIENT that now or later secures payment for any or all indebtedness arising from this CONTRACT becomes terminated or limited for any reason without the prior written consent or agreement of MDOT.
- g. At any time MDOT has good faith cause to believe that the prospect of payment from or performance by the RECIPIENT under this CONTRACT is impaired.

In the event that the RECIPIENT fails to comply with the provisions of this CONTRACT, including the default provisions herein, and such noncompliance by the RECIPIENT continues for a period of ten (10) days after written notification of such noncompliance without an effort by the RECIPIENT to begin to diligently pursue remedies for such noncompliance, MDOT will have the right, at its option and notwithstanding any waiver by MDOT or any prior noncompliance, to demand the immediate return of the full outstanding balance of SIB monies and to terminate this CONTRACT.

The exercise of such right by MDOT will not impair any other rights of MDOT under this CONTRACT or any rights of action against the RECIPIENT for the collection of remaining monies due MDOT and/or the recovery of damages.

Section 10. CONTRACTUAL OBLIGATIONS

Both parties will make reasonable efforts to satisfy promptly their surviving obligations to each other as necessary to complete their contractual relationships after expiration or termination of this CONTRACT. This provision does not create or confer any rights upon any person or entity not a party to this CONTRACT.

Section 11. INDEMNIFY AND SAVE HARMLESS

In addition to the protection afforded by any policy of insurance, the RECIPIENT agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, MDOT, the FHWA, and all officers, agents, and employees thereof:

- a. From any and all claims by persons, firms, or corporations for labor, services, materials, or supplies provided to the RECIPIENT in connection with the RECIPIENT's performance of the PROJECT; and

- b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, and response and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of the RECIPIENT's performance of the PROJECT under this CONTRACT, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees.

MDOT will not be subject to any obligations or liabilities by vendors or contractors of the RECIPIENT or their subcontractors or any other person not a party to this CONTRACT without its specific consent and notwithstanding its concurrence with or approval of the award of any contract or subcontract or the solicitation thereof. Any work performed for the RECIPIENT by a contractor or subcontractor will be solely as a contractor for the RECIPIENT and not as a contractor or agent of MDOT. Any claims by any contractor or subcontractor will be the sole responsibility of the RECIPIENT.

It is expressly understood and agreed that the RECIPIENT will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this CONTRACT that results in claims being asserted against or judgments being imposed against the State of Michigan, the Michigan State Transportation Commission, MDOT, and/or the FHWA, as applicable.

In the event that the same occurs, it will be considered as a breach of this CONTRACT, thereby giving the State of Michigan, the Michigan State Transportation Commission, MDOT, and/or the FHWA, as applicable, a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

Section 12. LOCAL AGENCY COST PARTICIPATION CONTRACT

MDOT and the RECIPIENT agree that, with respect to an SIB-financed road improvement project, the RECIPIENT will enter into a Local Agency Cost Participation Contract consisting of Part I and Part II (Standard Agreement Provisions) with MDOT prior to the disbursement of federal loan funds. MDOT's sole reason for entering into a Local Agency Cost Participation Contract is to enable the RECIPIENT to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Section 13. NOTICES

All notices required hereunder will be in writing and will be deemed to have been duly given if personally delivered or sent by certified mail, return receipt requested, postage paid, or by telegram addressed as shown below, or by confirmed facsimile machine message, unless notified differently in writing by the other party.

If to MDOT:

Director, Michigan Department of Transportation
425 West Ottawa Street
P.O. Box 30050
Lansing, Michigan 48909

With a copy to the Administrator of MDOT's SIB program at the address set forth above for the Director.

If to the RECIPIENT:

City of Swartz Creek
Adam Zettel, AICP
8083 Civic Drive
Swartz Creek, MI 48473

Section 14. CAPTIONS

The captions used in this CONTRACT are for convenience and identification purposes only and do not form a part of this CONTRACT.

Section 15. SEVERABILITY

If any term, covenant, condition, or provision (or any part thereof) of this CONTRACT or the application thereof to any party or circumstance will at any time or to any extent be held to be invalid or unenforceable, the remainder of this CONTRACT or the application of such term or provision (or remainder thereof) to parties or circumstances other than those to which it is held to be invalid or unenforceable will not be affected thereby, and each term, covenant, condition, and provision of this CONTRACT will be valid and will be enforced to the fullest extent permitted by law.

Section 16. ASSIGNMENT

This CONTRACT may not be assigned without the express prior written approval of the non-assigning party, which approval will not be unreasonably withheld.

Section 17. PROMPT PAYMENT

The RECIPIENT agrees to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the RECIPIENT receives from MDOT. This requirement is also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against MDOT. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subcontractors.

The RECIPIENT further agrees that it will comply with 49 CFR Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT semi-annually in the format set forth in Appendix G, dated September 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

Section 18. PROHIBITION OF DISCRIMINATION

- a. In connection with the performance of the PROJECT under this CONTRACT, the RECIPIENT (hereinafter in Appendix A referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this CONTRACT.

- b. During the performance of this CONTRACT, the RECIPIENT, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the “contractor”) agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts related to this CONTRACT.

Section 19. ASSIGNMENT OF ANTITRUST RIGHTS

With regard to claims based on goods or services that were used to meet the RECIPIENT’s obligation to MDOT under this CONTRACT, the RECIPIENT hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The RECIPIENT shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the RECIPIENT’s obligation to MDOT under this CONTRACT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The RECIPIENT shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the RECIPIENT’s obligation to MDOT under this CONTRACT may have occurred or is threatened to occur. The RECIPIENT shall also notify MDOT if it becomes aware of any person’s intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the RECIPIENT’s obligation to MDOT under this CONTRACT.

Section 20. AWARD CONTINGENCY

Award of this CONTRACT will be contingent upon the RECIPIENT providing MDOT with a duly adopted resolution authorizing a representative of the RECIPIENT to award this CONTRACT and undertake the PROJECT.

Section 21. DISCREPANCIES

In case of any discrepancies between the provisions of this CONTRACT, including the attached exhibits, and those of any previous contract, offer, bid, or other document, the provisions of this CONTRACT will govern. In case of any discrepancies between the body of this CONTRACT and any exhibits hereto, the body of the CONTRACT will govern.

Section 22. AWARD

This CONTRACT will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the RECIPIENT and MDOT and upon adoption of a resolution approving said CONTRACT and approving the signature(s) thereto of the respective representative(s) of the RECIPIENT, a certified copy of which resolution will be sent to MDOT with this CONTRACT, as applicable.

CITY OF SWARTZ CREEK

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

8-26-16
JCS
MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: MDOT Director

Exhibit A

Michigan Department
of Transportation
1784 (12/14)

STATE INFRASTRUCTURE BANK INITIAL PROJECT APPLICATION

Page 1 of 4

*Information required by Michigan Department of Transportation, by authority of the
National Highway System Designation Act of 1995, to apply for funding. MDOT 1784 (6/02)*

INSTRUCTIONS - Page 2

APPLICANT INFORMATION

1. APPLICANT AGENCY

- | | | |
|---|---|---|
| <input type="checkbox"/> MDOT | <input type="checkbox"/> Economic Development Corp. | <input type="checkbox"/> Airport/Port Authority |
| <input type="checkbox"/> State or Regional Government | <input type="checkbox"/> County Road Commission | <input type="checkbox"/> Transit Agency |
| <input checked="" type="checkbox"/> Other (Specify) <u>City</u> | | |

2. APPLICANT NAME

City of Swartz Creek

DATE SUBMITTED

8/12/16

3. PROJECT NAME

2017 Street Projects

PROJECT ZIP CODE

48473

4. APPLICANT MAILING ADDRESS

8083 Civic Drive

CITY

Swartz Creek

STATE

MI

ZIP CODE

48473

5. CONTACT PERSON

Adam Zettel, AICP

TITLE

City Manager

PHONE NO

(810) 635-4464

CONTACT PERSON'S ADDRESS

8083 Civic Drive

CITY

Swartz Creek

STATE

MI

ZIP CODE

48473

E-MAIL ADDRESS

azettel@cityofswartzcreek.org

PROJECT DESCRIPTION

6. ROUTE NAME/FACILITY

Chesterfield Drive and Worchester Drive Reconstruction

LOCATION

City of Swartz Creek

MDOT REGION

Bay (Davison TSC)

COUNTY

Genesee

CITY/VILLAGE/TWP.

Swartz Creek City

7. TYPE OF PROJECT

HIGHWAY

TRANSIT

OTHER (Specify): Local Streets

8. IS THIS PROJECT ELIGIBLE FOR FEDERAL AID?

Yes

No

9. PROJECT DESCRIPTION (Provide brief description here and more detail in Attachment A.)

Please see Attachment A.

10. PROJECT BENEFITS (Provide brief description here and more detail in Attachment B. i.e., Importance of project to community, how it promotes economic development.)

Please see Attachment B

RISK ASSESSMENT (If agency does not receive loan, it may not (what?))

These projects will not be feasible without borrowing, and traditional borrowing will add costs that dramatically reduce the benefit and scope of future projects.

11. DOES THE PROJECT HAVE THE SUPPORT OF THE LOCAL GOVERNMENT UNIT(S) THAT ARE IMPACTED BY THE PROJECT?

Yes No

12. DOES THE PROJECT HAVE THE SUPPORT OF THE TRANSPORTATION AGENCY (e.g. County Road Commission, City Street Administration, Local Transit Agency, etc.) WITH JURISDICTION OVER THE FACILITY?

Yes No

13. IS THE PROJECT WITHIN A METROPOLITAN PLANNING ORGANIZATION (MPO) BOUNDARY?

Yes No

If yes, is the Project on an approved MPO Transportation Improvement Plan (TIP)?

Yes No

If No, is the Project on an approved State Transportation Improvement Plan (STIP)?

Yes No

14. IS THE PROJECT ON A STATE HIGHWAY TRUNKLINE?

Yes No

If yes, is it on the STIP?
City Council Packet

Yes No

PROJECT FINANCING

15. PROJECT STATUS (Please explain current status of the project, e.g. planning, design, project start and completion dates.)
 Preliminary engineering is under contract with Rowe PSC and is expected to be complete (bid) in January of 2017.

ESTIMATE PROJECT CONSTRUCTION TIMELINE	START DATE 5/1/17	END DATE 11/1/17
16. TOTAL PROJECT COST \$3,221,000.00	SIB LOAN AMOUNT REQUESTED \$1,600,000.00	

17. PROPOSED PROJECT FINANCING SOURCES (Do not include SIB Repayment Source)

STATE INFRASTRUCTURE BANK	\$	1,600,000.00
FEDERAL AID	\$	0.00
ACT 51 FUNDS	\$	100,000.00
ASSESSMENTS	\$	
USER PAYMENTS/FEES	\$	
LOCAL FUNDS	\$	731,000.00
OTHER (Specify) <u>Water Department (water main only)</u>	\$	790,000.00

18. TYPE OF FINANCING ASSISTANCE REQUESTED <input checked="" type="checkbox"/> LOAN <input type="checkbox"/> CREDIT ENHANCEMENT	19. REPAYMENT TERMS REQUESTED 2.5% - 10 years
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20. REPAYMENT SOURCE FOR SIB LOAN

4.22 mil levy (2016-2035) - voter approved - annual revenue =	\$	608,000.00
	\$	
	\$	
TOTAL \$		608,000.00

21. PROPOSED SECURITY / COLLATERAL

Act 51 funds

22. ARE YOU AN ACT 51 AGENCY? Yes No If yes, what is your annual Act 51 allocation? 480,000.00

CHECKLIST

23. CHECK ALL OF THE FOLLOWING ITEMS THAT ARE ATTACHED:

ATTACHMENT A - Description of Proposed Project ATTACHMENT B - Benefits of Proposed Project

CERTIFICATION

24. SIGNATURE	TITLE City Manager	DATE August 12, 2016
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Completed Initial Project Application and all applicable attachments may be submitted for initiation of the SIB review process to:

State Infrastructure Bank
 Michigan Department of Transportation
 Office Of Economic Development
 Van Wagoner Building
 425 W. Ottawa Street
 P.O. Box 30050
 Lansing, Michigan 48909
 (517) 373-2687 fax

SIB Coordinators:
 Lina Chapman
 (517) 241-4960
chapman@michigan.gov
 Jessica Pierce
 (517) 241-0185
piercej3@michigan.gov

ATTACHMENT A: DESCRIPTION OF PROPOSED PROJECT

In your description, include an explanation of the problem that this project is designed to address.
Please include a map. Attach additional pages if necessary.

The project consists of the reconstruction of two residential streets in the City of Swartz Creek that have been found to be in the worst physical and functional state (Chesterfield Drive (2,190' length) and Worchester Drive (2,875' length)). Note that the reconstruction of these streets is proposed to occur in tandem with non-participating improvements and maintenance to a number of other streets at the same time as part of an on-going asset management program (2017 Street Repair List below).

Chesterfield and Worchester were construction of concrete in the 1950's. These streets were platted and built while under the jurisdiction of Gaines Township and were incorporated in the city in 1959. These, and other streets in the Winchester Village neighborhood, represent the oldest improved streets in the city. They also have original water main in the right-of-way, drive approaches, and sidewalks. As such, water main replacement is proposed at this time.

The reconstruction will consist of removal and replacement of the full depth street, curb, storm drains, water main and drive way approaches. A full depth reconstruction was deemed necessary because the road surface and curb was poured together in what is referred to as an integrated road base. This surface has been covered in asphalt in the past but is beyond any useful life or effective repair alternative at this point. Due to the age and proximity of the water main in a narrow right-of-way, the community is replacing this feature at the same time.

Full List of 2017 Street Projects

1. Worchester and Chesterfield are both planned for reconstruction (Curb, drains, road base, surface, driveway approaches, as well as water main and related sidewalk replacement).
2. Abbey Lane and Ingalls Street are planned for preservation (milling and resurfacing of the road surface, including spot base repair and some curb replacement).
3. The following streets are planned for maintenance (including crack filling and/or a slurry seal):
 - a. Brady Street
 - b. McLain Street
 - c. First Street
 - d. Second Street
 - e. Third Street
 - f. Ford Street
 - g. Wade Street
 - h. Jennie Lane
 - i. Seymour Road (Between Chesterfield and Miller)
 - j. Holland Drive
 - k. Hayes Street

ATTACHMENT B: BENEFITS OF PROPOSED PROJECT

Discuss how SIB financing will help attract new public/private investment, reduce project costs and accelerate project completion. Identify other project benefits, e.g. access, mobility, economic, preservation, environmental.

Attach additional pages if necessary.

As noted in the City of Swartz Creek Master Plan (excerpts attached), the community functions as a bedroom community in which the quality of life within neighborhoods is of paramount importance. Located outside of Flint, Swartz Creek relies on a regional job market to support and maintain its aging housing stock. During the last decade, it has become evident that the original infrastructure, now at about 60 years old, is failing. Revenues have not been sufficient to replace these streets and related features, resulting in a negative spiral of increased maintenance costs and lower demand on the community as a residential destination.

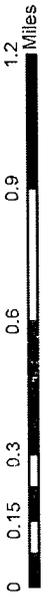
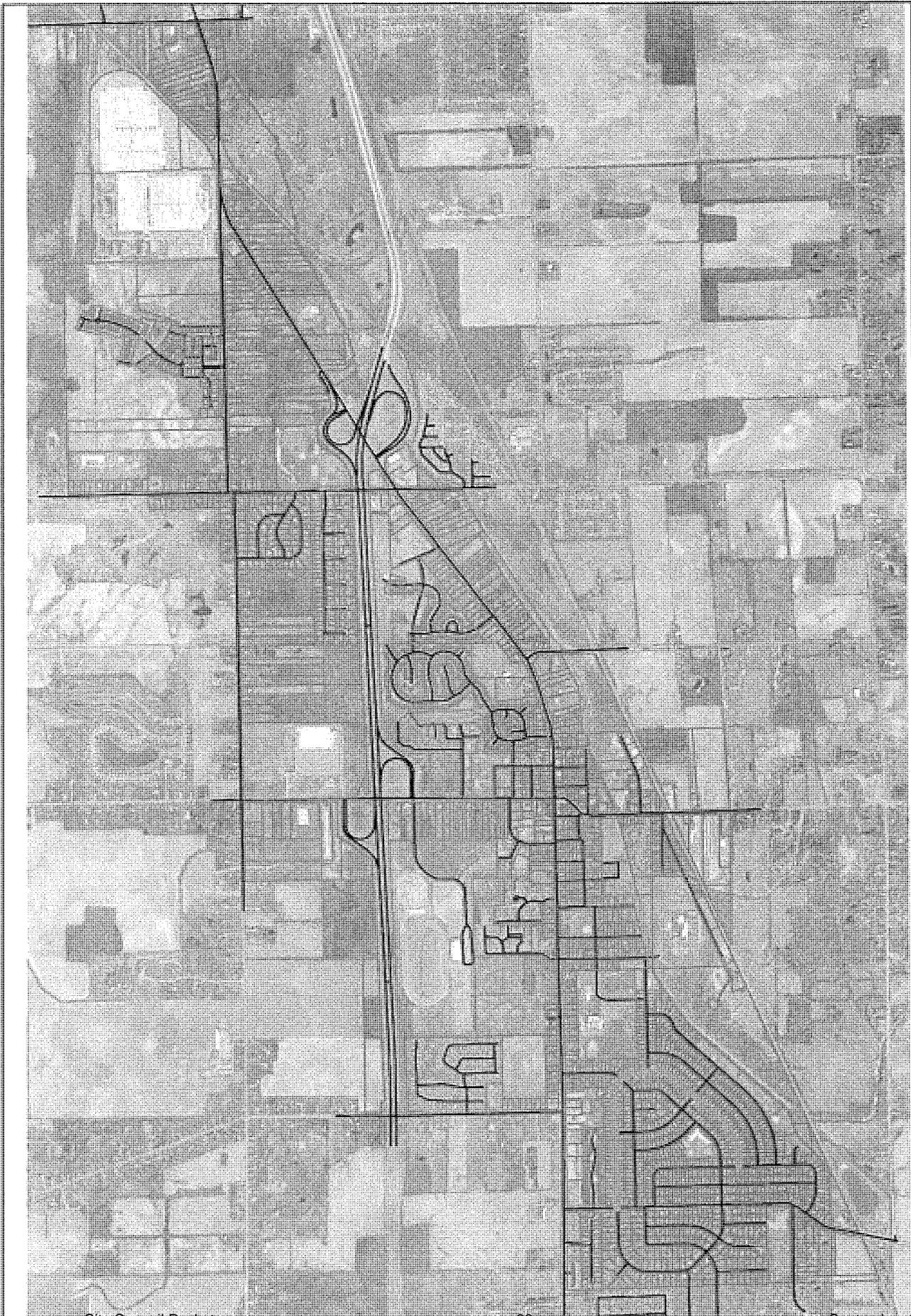
To address these issues, the community devised and implemented twenty year asset management plans to make sewer, water, and street infrastructure operations and repairs sustainable at a level that will make residency in such neighborhoods viable and desirable (street plan attached). These plans focus on preventative maintenance as the primary best practice, but some of the oldest infrastructure, especially streets, must be replaced at a large expense.

To fund the street plan, a 4.22 levy was approved by the electorate in May of 2016. The first round of preventative maintenance and rehabilitation occurred in the summer of 2016. The community is now planning to begin some reconstruction projects, in tandem with ongoing maintenance, in the neighborhood with the city's oldest improved streets.

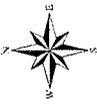
However, there are some concerns and financing challenges that the community faces before the optimal benefit of the program can be realized. The real or perceived impact of the decaying streets that are in the worst shape is having a negative impact on the ability of the neighborhood to secure new investment and replacement residents. There are also ongoing maintenance costs related that are substantial. These findings moved the community to attempt to advance the street plan to include two full reconstruction projects in the first full year of the program. Doing so would serve to alleviate fears that the neighborhood is in decline. This benefit, though difficult to measure, is thought to be of the highest importance and need based upon the community vision and objectives.

Financially, the community seeks to pursue additional funds in order to avoid inflationary costs of waiting two or more years for other savings to be sufficient to complete the second street. Combing the street projects into one is also expected to result in construction and construction observation economies of scale. Lastly, reconstruction of these two streets will greatly reduce material and labor dedicated to ongoing maintenance.

The Street Project Review Committee (composed of citizens, professionals, and officials) recommend financing this project, finding that the financing will accelerate street reconstruction and result in enhanced use, branding, and investment within the city's largest neighborhood, thereby achieving a paramount goal within the master plan. With the financial implications noted above, it is thought that this strategy should be revenue neutral, depending upon factors such as interest rate and inflation rate.



City of Swartz Creek



City of Swartz Creek
 Chesterfield and Worcester

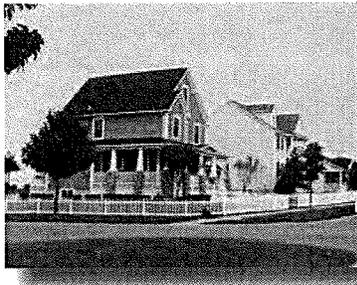
Residential Neighborhoods

Goals

1. To protect existing residential neighborhoods and require new residential developments to be well-designed
2. To have viable residential neighborhoods that offer a mix of housing options
3. To provide opportunities for affordable residential development that will accommodate the future growth of the city, and contribute to the quality of life offered to current and future residents

Objectives

1. Encourage housing opportunities for a variety of preferences, lifestyles, and household types at appropriate locations.
2. Encourage a mix of dwelling types and densities, where they can be supported by the available infrastructure and services.
3. Promote and enforce maintenance and rehabilitation of existing housing and residential neighborhoods.
4. Maintain an environment that encourages pride of ownership and contributes to an affordable and easily marketable housing stock that makes Swartz Creek an attractive place to live.
5. Require high standards in housing developments so that attractive neighborhoods, good housing design, durable materials (such as brick) and construction, privacy, and access to usable and convenient open space are achieved.
6. Consider incentives such as Planned Unit Development Districts and flexible zoning to offer developers opportunities to provide an affordable mix of housing, through a mixture of densities, housing unit types, and size of housing units.
7. Stabilize residential areas by preventing the encroachment of incompatible land uses into resi-



dential neighborhoods and eliminating non-conforming uses.

8. Buffer single-family residential areas from other uses, including medium and high density residential uses.
9. Provide zoning incentives such as a planned development district and/or density bonus for the creation of additional senior housing to meet growing future demand.
10. Integrate large projects directly with the existing urban fabric and major street network.
11. Include neighborhood businesses where appropriate into large projects.
12. Do not allow “spot zones” to develop in a residential setting unless part of a planned neighborhood.
13. Maintain and reconstruct local streets.

Design Guidelines

Goals

1. To utilize design guidelines to ensure that new development and/or redevelopment projects are an asset to the community and, where appropriate, are compatible with and result in an upgrade to existing development
2. To recognize scale and design of buildings, development setbacks, build-to lines, materials, buffering, and separation distances

Objectives

1. Identify key entryways into the city and prepare plans for improvements that address signs, landscaping, and land use.
2. Establish a consistent and attractive signage and landscaping theme at major gateways into the city to inform and welcome visitors.
3. Establish attractive entryways into the downtown on Miller Road and Morrish Road.



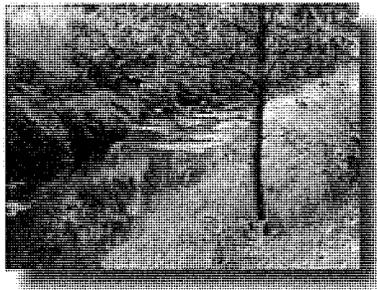
CITY OF SWARTZ CREEK MASTER PLAN

wetlands, and woodlots

2. To enhance the limited amount of these amenities and make public access available to land adjacent to the Swartz Creek

Objectives

1. Link natural features and open space areas to create a 'greenway' or system of natural corridors and connect the features and areas with pathways.
2. Require detailed natural resource inventories and documentation of key features that will be protected and managed with large development proposals.
3. Educate landowners and developers on the importance of conserving natural areas and environmental conservation practices that contribute to natural systems.
4. Encourage land stewardship by private landowners or donations to a conservancy or land trust organization in cases where public ownership is not feasible or practical.
5. Discourage land uses that have a risk of pollution from locating adjacent to significant natural features.
6. Protect the quality of waterways from damaging erosion, overuse and harmful impacts of development.
7. Work with developers to identify natural features and incorporate them into proposals that retain their ability to function as part of the natural system.
8. Require development within or adjacent to areas of significant natural features to be at a density and of a design that minimizes impacts and can promote human interaction.
9. Set higher development standards or flexible/creative zoning for areas with significant natural features so development is more sensitive to the surrounding environment.



10. Promote the planting of additional vegetation that complements existing natural areas that are to be retained.
11. Encourage local botanical societies, garden clubs, and individuals to sponsor and maintain specific areas within the overall landscape development plan for such areas.
12. Restrict development of important natural areas and/or features through zoning, private open space, conservation easements, purchase by conservancies, or public acquisition.
13. Encourage the preservation and enhancement of key natural areas for wildlife habitats as well as for passive recreational areas and walking pathways.
14. Encourage protection of floodplains, wetlands, and other environmental features when reviewing development proposals. Prohibit or significantly limit development that would disturb or impact floodplains or wetlands.
15. Integrate walking paths, community gardens, and other desirable amenities with natural areas.
16. Consider innovative solutions for conservation and environmentally sustainable practises, such as energy reclamation from storm out-falls and dams.
17. Promote the concepts of sustainability by:
 - Reducing required vehicle travel and congestion.
 - Promoting or requiring building and development designs that conserve energy and recycle.
 - Promoting or requiring of higher densities, mixed uses, and walkability.
 - Reducing water consumption and energy consumption in new developments and in the public realm.
 - Reducing waste production.

Transportation

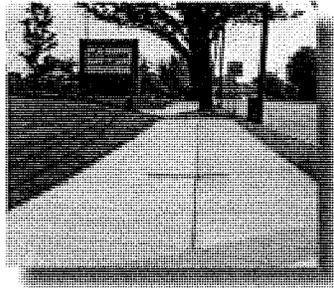
Goal

1. To create a safe, balanced, and coordinated multi-modal transportation system adequate to accom-

modate the current and future needs of Swartz Creek

Objectives

1. Continue the implementation of the non-motorized trail plan.
2. Implement and renew the 20 year street plan.
3. Complete non-motorized transportation links between downtown Swartz Creek, schools, the General Business Districts, and neighborhoods.
4. Ensure adequate provisions for the on-going maintenance of pedestrian pathways.
5. Ensure off-street parking areas serving commercial, industrial, multiple-family and condominium residential developments and recreation centers in the City should be of adequate size, connected to adjacent uses and buildings, and developed in a manner that is aesthetically pleasing.
6. Coordinate long-range traffic projections and programming of needs with MDOT, Genesee County Metropolitan Planning Commission, and adjacent communities.
7. Require traffic impact studies, where deemed necessary, as part of the development review process for compliance with accepted standards and to determine improvements needed to offset the direct impact of a development.
8. Utilize a series of tools to manage traffic and limit congestion and minimize the need to pave or widen roads. Tools may include road and pedestrian connections between subdivisions, coordinated signals, access management.
9. Encourage alternative modes of transportation (including pedestrian, bicycle, ride sharing), where practical, utilizing design that promotes, rather than prevents, their use.
10. Link new subdivisions with existing residential areas to form neighborhoods, including street and pathway connections.



11. Ensure roadway systems are appropriate for designed speeds and the character of the residential neighborhood.
12. Require non-motorized paths to be installed within all new residential developments and to link residents to other components of the city's non-motorized transportation system.
13. Apply contemporary access management standards, including spacing of driveways and intersections, minimum sight distances, and use of shared access systems, to help preserve road capacity and improve safety along main corridors.
14. Link parking areas and provide shared access points to reduce the potential for crashes, promote more efficient traffic flows, improve the aesthetics of the streetscape, and promote safe travel between different businesses.
15. Encourage the use of shared parking lots, where appropriate, by businesses or uses that have different peak parking demands.
16. Implement a complete streets design requirement that requires a streetscape, pedestrian facilities, and traffic calming measures along all new corridors and in front of new development.
17. Encourage long-term regional mass transit in the form of rapid bus or light rail to meet long term needs.

Community Facilities and Services

Goal

1. To continue to provide the quality of life that Swartz Creek City residents have come to expect by offering public facilities and services to meet current and future demands

Objectives

1. Provide public and encourage private community facilities in size, character, function and location suitable to their users.
2. Assist and guide community organizations and citizen groups in their efforts to provide needed community facilities and services that benefit the

CITY OF SWARTZ CREEK MASTER PLAN

investigated by the DDA for uses that could include dense housing, parking, and general mixed use. The Morrish Road corridor, north of Fortino, is expected to function as a transition area between the traditional downtown and more auto-dominated Northtown.

Northtown

The area of the Morrish Road/I-69 highway interchange presents a significant opportunity as a development area. This area, including all or part of the raceway, offers the greatest potential for beneficial growth for the city. The northeast quadrant contains a new Meijer store and outlots, while the Genesee County Road Commission, Cage Fieldhouse, a mini-storage, and several single-family dwellings on larger lots occupy the northwest quadrant.

The north side of this interchange offers opportunities for a mix of developments, including office, service, and retail of varying types and densities that can compliment the new retail. Such development can contribute positively to DDA's tax base. An integrated and well-planned mixed-use development would offer an attractive setting for future residents and would provide a different arrangement of land uses than are offered elsewhere in the community.

The City should continue to work with developers and the DDA to ensure that the road improvements and any aesthetic improvements meet the goals of the city. The status of the existing bridge across I-69 is of concern due to its limited two-lane capacity. It is crucial that the city work with the MDOT and private interests to widen this bridge. In the mean time, development impact should be strongly considered and mitigated as best as possible to ensure function of the interchange. If capacity is compromised, the city should ensure that development priority is given to the north end of the Meijer site as a result of the approved Planned Unit Development Plan and infrastructure contribution that has been required and contributed by the owner interest of that site. Given the eventual widening that is expected, the city should not reject development based

on level-of-service reductions unless studies indicate such development would make the interchange hazardous or otherwise unreasonably safe.

The Morrish Road interchange on I-69 serves as one of the key entrances into Swartz Creek. Development at this location will need to be of a high-quality and attractive design so visitors are presented with a positive experience as they enter the community. Development should continue to be carried out as a Planned Unit Development District (PUD) to ensure a logical and appropriate arrangement of commercial and possible residential uses. A PUD also provides the added benefit of allowing the buildings to be compatible in scale, design and character.

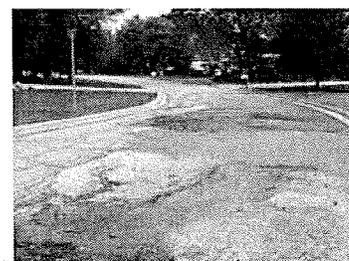
The south side of the interchange, including Morrish Road, should be integrated with the downtown by street, non-motorized, and design connections. This area should be of a mixed use and include a strong residential component that will help support downtown.

The City should also seek a method to cooperate with the Genesee County Road Commission to eliminate the facility's driveway on Morrish Road and relocate it to Bristol Road as development progresses.

Winchester Village

The Winchester Village plat is the oldest, large-scale subdivision in the City at approximately sixty years old. This neighborhood was one of the first complete, uniform housing developments to be completed with sewer, water, paved streets, sidewalks and street trees. The Village accommodates approximately 2,000 residents and has a large impact on city-wide housing values, demographics, and services.

Because of the age of this subdivision, many of the public and private investments (such as infrastructure, landscaping, and housing materials) are begin-



ning to depreciate or deteriorate. While private investments, in conjunction with code enforcement, have ensured the housing stock and sidewalks are in good order, other public infrastructure is deteriorating.

The city secured a revenue sources to enact the 20 year street plan in 2016. This should be coordinated with replacement of the water distribution infrastructure of Winchester Village. The long term viability of this neighborhood will be a determining factor of the quality of life in the City of Swartz Creek. If the public infrastructure (including local streets, Winshall Park, Syring School, and the street trees) continues to receive investment, the neighborhood should thrive and support prosperity of the larger community.

South Winchester

The area west of the middle school was once the target of many proposed developments, but this site is faced with several physical constraints. The land is not adequately served by utilities or transportation, and some of the property is located within a flood-prone area/wetland.

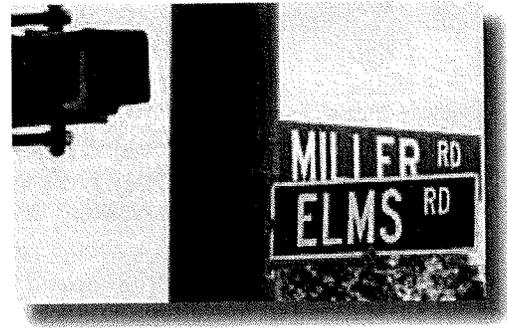
The property is privately owned and given the physical constraints, this site would be most appropriate for school uses, as well as active and passive recreation. The environmental and access issues related to the property will need to be addressed prior to development of this area for any other purpose. A detailed analysis of the area may discover opportunities for development that could be effectively integrated into the natural setting, thereby offering attractive and desirable residences.

The city should consider the possibility of integrating South Winchester with the Winchester Village neighborhood and Winshall Park as a natural area.

The city may also find an opportunity to work with the school district to develop this area as another school building site or shared recreational/athletic area.

Miller Neighborhood

Much of the land in the vicinity of Miller Road and Elms Road is currently developed as a Planned Unit De-



velopment. The PUD has proven to be successful at attracting new commercial development to this area of Swartz Creek, while integrating this development with the Springbrook neighborhoods, Elms Park, and the planned assisted living. A majority of this land has been developed, however the remaining properties on the south side of Miller are still expected to be developed in the near future. In doing so, the city should ensure that access points for all development are limited to a minimum, perhaps two, on Miller Road. A signal is recommended for the western entrance of Kroger.

As the available undeveloped land in the Miller Neighborhood becomes scarce, there is pressure to make additional land available for commercial use, including areas to the immediate west. The land to the west is occupied primarily by new two-family dwellings, single-family dwellings, and several institutional uses. These uses form a mature, attractive and healthy residential neighborhood. The area serves as a highly effective transition between the commercial development in the Miller PUD and Downtown.

Allowing the Miller commercial district to expand to the west would unnecessarily compromise the well-being of the residential neighborhood. It would also result in a linear form of commercial development (commercial corridor) that will blend into Downtown, further compromising the future viability of downtown Swartz Creek and creating traffic congestion.

The loss of a stable residential neighborhood and its

CITY OF SWARTZ CREEK MASTER PLAN

Plan eco endation	ctions	esponsibilit	i ing
Coordinate the appearance of the community.	Establish a common theme for streetscape improvements and street signs along major streets that provide access to the city for visitors.	Planning Commission; City Council; DDA	Long-term; on-going
	Require high quality of design and aesthetic appearance of developments along main streets, including Miller Road, Elms Road, Morrish Road.		
	Develop design standards for structures near downtown Swartz Creek that complement the historic character of the community while respecting the needs of modern businesses.		
Ensure that entryways into the city create a positive impression of Swartz Creek and match the historic character of the community.	Work with surrounding communities to establish land use, transportation, and site design & development standards that are consistent with Swartz Creek's.	Planning Commission; DDA	On-going
	Establish a consistent sign program for each of the primary entryways into the city; one that is consistent with the streetscape and gives an image of quality.		
	Maintain the residential uses on Miller Road, to the west of the Miller Neighborhood.		
	Develop design guidelines and regulations to guide commercial development along Morrish Road, south of Sports Creek Raceway, to ensure attractive development and as transition into downtown Swartz Creek.		
	Develop design guidelines and regulations to guide commercial mixed use development of Northtown and incorporate provisions to ensure it is developed as a gateway into the community.		
Traffic Circulation and Parking			
Implement 20 year street program	Ascertain what, if any, additional sources of state funding can sustainably be contributed to the program.	City Council	Short-term
	Integrate major and local street revenue sources into a unified plan that can be used to address city wide issues.		
	Implement the voted levy to fund the program and plan for future renewals.		
	Prioritize major street projects that are eligible for federal funds, including those streets that serve a strategic purpose in accessing schools and neighborhoods, such as Fairchild, Winston, Worcester, and Cappy.		

City of Swartz Creek 20 Year Paving Program

PASER Rating

(10=new; 1=failed)

Streets	Project Type	PASER Rating (10=new; 1=failed)	Cost
Phase I: 2016-2020			
Worcester	Reconstruct	2	\$800,000
Yarmy	Preservation	3	\$200,000
Parkridge	Preventative Maint.	5	\$100,000
Abbey	Preservation	2	\$300,000
Ingalls McLain To Hayes	Preservation	3	\$300,000
Chesterfield (east of Seymour)	Reconstruct	2	\$650,000
Daval	Reconstruct	2	\$700,000
Birchcrest	Preservation	4	\$300,000
N. Seymour	Preventative Maint.	6	\$25,000
1st	Preventative Maint.	5	\$10,000
2nd	Preventative Maint.	5	\$10,000
3rd	Preventative Maint.	5	\$10,000
Holland	Preventative Maint.	6	\$10,000
Hayes	Preventative Maint.	6	\$10,000
Ford	Preventative Maint.	5	\$10,000
N. Brady	Preventative Maint.	6	\$10,000
McLain	Preventative Maint.	6	\$20,000
Wade	Preventative Maint.	5	\$20,000
Jennie	Preventative Maint.	5	\$20,000
Fairchild	Preservation	3	\$400,000
Elms (Swartz Creek to n. city limits)	Preventative Maint.	7	\$48,000
Morrish (Maple to n. city limits)	Preventative Maint.	7	\$130,000
2016-2020 Total			\$4,083,000

City of Swartz Creek 20 Year Paving Program

Streets	Project Type	PASER Rating (10=new; 1=failed)	Cost
Phase II: 2021-2025			
School	Preservation	3	\$357,500
Chelmsford	Reconstruct	2	\$660,000
Oakview (east of Seymour)	Reconstruct	2	\$715,000
Winston	Reconstruct	3	\$204,000
Helmsley	Reconstruct	2	\$440,000
Cappy Lane	Preservation	3	\$352,000
Durwood	Reconstruct	2	\$990,000
Norbury	Reconstruct	2	\$330,000
Bristol Road	Preventative Maint.	6	\$48,000
2021-2025 Total			\$4,096,500

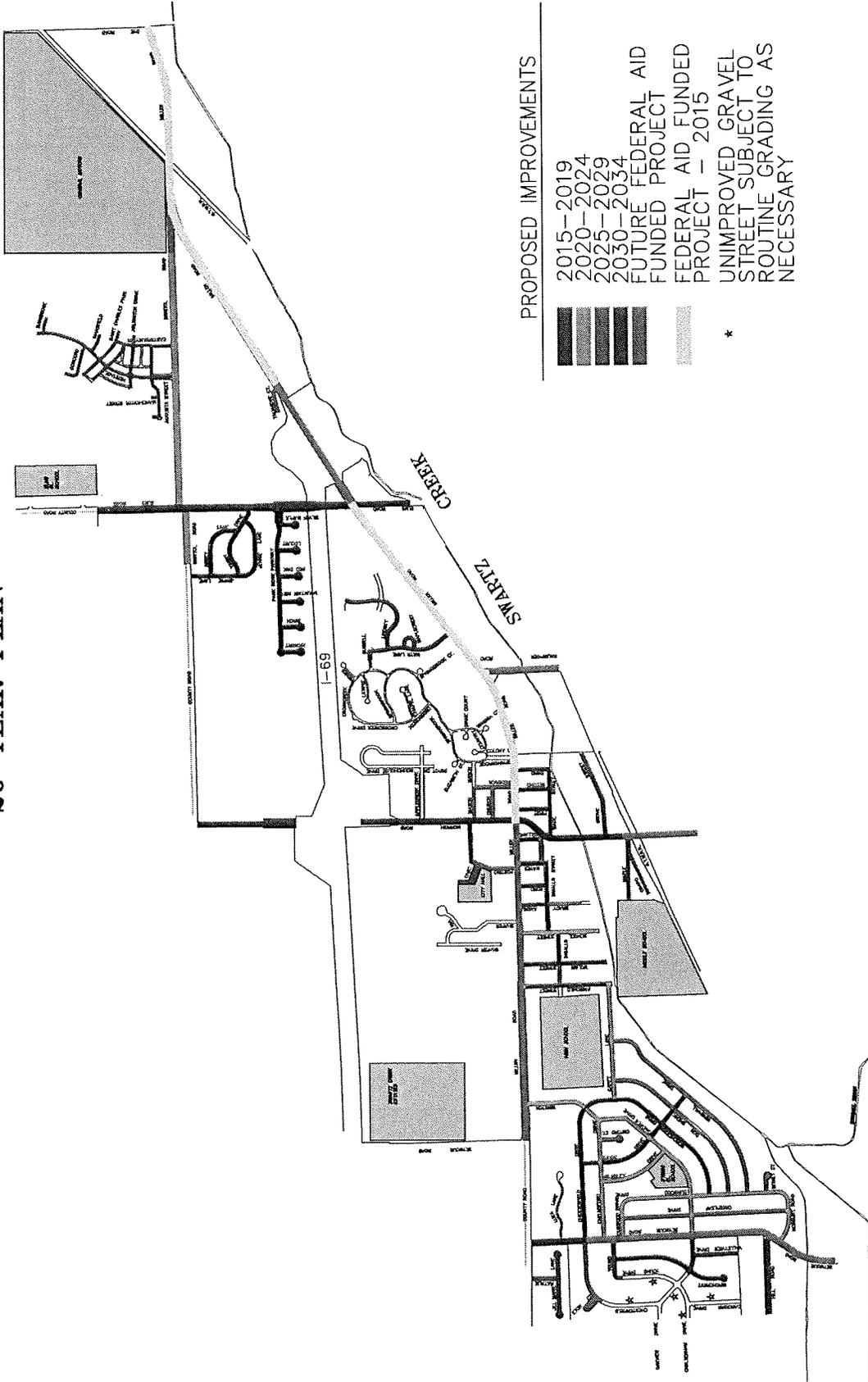
City of Swartz Creek 20 Year Paving Program

Streets	Project Type	PASER Rating (10=new; 1=failed)	Cost
Phase III: 2026-2030			
Mason	Preservation	2	\$172,500
Church	Preservation	5	\$115,000
Frederick	Preservation	5	\$172,500
Ingalls	Preventative Maint./Preservation	2nd Fix/Est. Unknown	\$276,000
Chesterfield (west of Seymour)	Preservation	3	\$172,500
Eton Court	Preservation	3	\$46,000
Oxford Court	Reconstruct	2	\$110,000
Whitney Court	Reconstruct	3	\$66,000
Greenleaf	Reconstruct	3	\$805,000
Don-Shenk	Reconstruct	3	\$575,000
Winshall	Reconstruct	3	\$747,500
Fairchild	Preventative Maint.	2nd Fix/Est. Unknown	\$23,000
School	Preventative Maint.	2nd Fix/Est. Unknown	\$23,000
Worcester	Preventative Maint.	2nd Fix/Est. Unknown	\$57,500
Chesterfield	Preventative Maint.	2nd Fix/Est. Unknown	\$23,000
Daval	Preventative Maint.	2nd Fix/Est. Unknown	\$57,500
Chelmsford	Preventative Maint.	2nd Fix/Est. Unknown	\$34,500
Oakview	Preventative Maint.	2nd Fix/Est. Unknown	\$57,500
Helmsley	Preventative Maint.	2nd Fix/Est. Unknown	\$34,500
S. Brady	Preservation	3	\$86,250
Talmadge Court	Preservation	3	\$86,250
Raubinger	Preservation	2	\$230,000
2026-2030 Total			\$3,971,000

City of Swartz Creek 20 Year Paving Program

Streets	Project Type	PASER Rating (10=new; 1=failed)	Cost
Phase IV: 2031-2035			
Fortino	Reconstruct	3	\$720,000
Civic	Reconstruct	2	\$240,000
Grove	Reconstruct	2	\$600,000
Maple	Reconstruct	3	\$192,000
Crapo	Reconstruct	3	\$192,000
Springbrook East (all streets)	Preservation	2nd Fix/Est. Unknown	\$168,000
Heritage (all streets)	Preservation	2nd Fix/Est. Unknown	\$192,000
Hill	Reconstruct	2	\$420,000
Jill Marie	Preservation	5	\$480,000
Natalie	Preservation	5	\$96,000
Young	Preservation	5	\$300,000
Oakview (west of Seymour)	Preservation	5	\$120,000
Valleyview	Preservation	5	\$120,000
Oxford Court	Preventative Maint.	2nd Fix/Est. Unknown	\$23,000
N. Seymour	Preventative Maint.	2nd Fix/Est. Unknown	\$30,000
1st	Preventative Maint.	2nd Fix/Est. Unknown	\$12,000
2nd	Preventative Maint.	2nd Fix/Est. Unknown	\$12,000
3rd	Preventative Maint.	2nd Fix/Est. Unknown	\$12,000
Holland	Preventative Maint.	2nd Fix/Est. Unknown	\$12,000
Hayes	Preventative Maint.	2nd Fix/Est. Unknown	\$12,000
Ford	Preventative Maint.	2nd Fix/Est. Unknown	\$12,000
N. Brady	Preventative Maint.	2nd Fix/Est. Unknown	\$12,000
McLain	Preventative Maint.	2nd Fix/Est. Unknown	\$24,000
Wade	Preventative Maint.	2nd Fix/Est. Unknown	\$24,000
2031-2035 Total			\$4,025,000.00

SWARTZ CREEK STREET IMPROVEMENTS 20 YEAR PLAN



PROPOSED IMPROVEMENTS

- 2015-2019
- 2020-2024
- 2025-2029
- 2030-2034
- FUTURE FEDERAL AID FUNDED PROJECT
- FEDERAL AID FUNDED PROJECT - 2015
- UNIMPROVED GRAVEL STREET SUBJECT TO ROUTINE GRADING AS NECESSARY

PLAN DATE: JANUARY 2015
 PROJECT NO.: L.P.F.
 REVIEWER: J.M.B.
 SCALE: NOT TO SCALE
 WWW.ROWEPSC.COM
 P: (810) 341-7500
 O: (810) 341-7500
 The ROWE Building
 540 S. Saginaw St., Ste. 2007-P, O. Box 3748
 Flint, MI 48502



ROWE PROFESSIONAL SERVICES COMPANY

PREPARED FOR
CITY OF SWARTZ CREEK
20 YEAR PLAN

REV:
 SHEET 2 OF 2
 JOB NO.: 1403149

STATE INFRASTRUCTURE BANK LOAN PROGRAM PROJECT AUTHORIZED BUDGET

PROJECT NAME Chesterfield and Worchester Drive Reconstruction	PROJECT LOCATION Swartz Creek	
APPLICANT City of Swartz Creek	PROJECT START DATE 5/1/17	PROJECT COMPLETION DATE 11/1/17
TOTAL PROJECT COSTS: \$3,221,000.00	SIB LOAN AMOUNT: \$1,600,000.00	

PROJECT FINANCING SOURCES

STATE INFRASTRUCTURE BANK	1,600,000.00
FEDERAL AID	
ACT 51 FUNDS	100,000.00
ASSESSMENTS	
USER PAYMENTS/FEES	
LOCAL FUNDS	731,000.00
OTHER (Specify) <u>Water Department (water main only)</u>	790,000.00
TOTAL	3,221,000.00

PROJECT DESCRIPTION
Reconstruction of Chesterfield Drive and Worchester Drive in Swartz Creek.

REPAYMENT SOURCE FOR SIB LOAN

Federal Funds	
Local Funds	1,600,000.00
TOTAL	1,600,000.00

LOAN DISBURSEMENT SCHEDULE: \$ 1,600,000.00 UPON EXECUTION OF THIS CONTRACT.

LOAN REPAYMENT SCHEDULE: Annual Payment

Loan #
Swartz Creek

Loaned from Fund: 8804 Pays to Fund: 8804
2.50%

	<u>Date Due</u> <u>/Received</u>	<u>Check#</u>	<u>Payment</u> <u>Amount</u>	<u>@</u> <u>X days</u>	<u>Interest</u> <u>Amount</u>	<u>Principal</u> <u>Amount</u>	<u>Principal</u> <u>Balance</u>
	24-Aug-16						1,600,000.00
1	24-Aug-17	Due	178,164.76	365	32,000.00	146,164.76	1,453,835.24
2	24-Aug-18	Due	178,164.76	365	29,076.70	149,088.06	1,304,747.18
3	24-Aug-19	Due	178,164.76	365	26,094.94	152,069.82	1,152,677.37
4	24-Aug-20	Due	178,164.76	366	23,053.55	155,111.21	997,566.16
5	24-Aug-21	Due	178,164.76	365	19,951.32	158,213.44	839,352.72
6	24-Aug-22	Due	178,164.76	365	16,787.05	161,377.71	677,975.01
7	24-Aug-23	Due	178,164.76	365	13,559.50	164,605.26	513,369.75
8	24-Aug-24	Due	178,164.76	366	10,267.40	167,897.36	345,472.39
9	24-Aug-25	Due	178,164.76	365	6,909.45	171,255.31	174,217.08
10	24-Aug-26	Due	177,701.42	365	3,484.34	174,217.08	0.00
Total			1,781,184.26		181,184.26	1,600,000.00	7,459,212.90

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

(Revised October 1, 2005)

APPENDIX C

Assurances that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR § 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No.," as appropriate, use the numbers assigned by MDOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Report Period" report actual payments made to the subcontractor for services during this reporting period.

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

Complete "Comments" if necessary, sign date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development
P.O. Box 30050
Lansing, Michigan 48909
Questions about this form? Call Toll-free, 1-866-DBE-1264

**AMENDMENT NO. 1 TO THE
INTERLOCAL AGREEMENT ESTABLISHING THE REGIONAL POLICE
AUTHORITY OF GENESEE COUNTY dated October 12, 2015 (hereinafter
referred to as the “Interlocal Agreement”)**

THIS AMENDMENT NO. 1 (“Amendment”) to the Interlocal Agreement is entered into effective September 1, 2016, by and between the Charter Township of Mundy, a Michigan Charter Township, whose address is 3478 Mundy Avenue, Swartz Creek, Michigan 48473 (“Township”), and the City of Swartz Creek, a Michigan Home Rule City, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48473 (“City”). The Township and City are sometimes hereafter each referred to as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the Parties entered into the Interlocal Agreement, dated the 12th day of October, 2015; and

WHEREAS, the Parties have agreed to enter into this Amendment for the purpose of modifying the title of the Interlocal Agreement and establishing a name of the police authority referred to in Section 1.02(12) of the Interlocal Agreement; and

NOW THEREFORE, it is hereby agreed by the Parties as follows:

1. Amendment to the title of the Interlocal Agreement. The title of the Interlocal Agreement is hereby deleted in its entirety and replaced with the following:

**INTERLOCAL AGREEMENT ESTABLISHING THE METRO
POLICE AUTHORITY OF GENESEE COUNTY**

2. The separate legal entity and public body corporate created by the Township and the City and referred to as the “Police Authority” pursuant to Section 1.02(12) of the Interlocal Agreement shall be “The Metro Police Authority of Genesee County”

3. Headings. The headings of the sections set forth in this Amendment are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Amendment.

4. Complete Agreement. This Amendment No. 1, the Interlocal Agreement and any additional or supplementary documents incorporated by specific reference contain all of the terms and conditions agreed upon by the Parties and no other agreements, oral or otherwise, regarding the subject matter of this Amendment or any part thereof shall have any validity or bind either of the Parties.

5. Severability. If any provision of this Amendment is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Amendment.

6. Waiver. No waiver of any of the obligations contained herein shall be effective for any purpose unless the same shall be in writing signed by the Supervisor and Clerk of the Township and the Mayor and Clerk of the City.

7. Construction. This Amendment has been prepared and negotiations have occurred in connection with said preparation pursuant to the joint efforts of the Parties. This Amendment therefore shall not be construed against either Party.

8. Amendment. This Amendment may not be amended or modified except for by written agreement signed by both Parties.

9. Certification of Authority to Sign Amendment. The persons signing on behalf of each of the Parties certify by their signatures that they are authorized to sign the Amendment on behalf of such Party and that this Amendment has been authorized by such Party.

10. Remainder of Agreement. Except as modified by this Amendment, the terms of the Interlocal Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed and delivered by their respective duly authorized representatives as of the day and year first above written.

CHARTER TOWNSHIP OF MUNDY

Dated: _____

By: _____

David Guigear
Supervisor

Address: 3478 Mundy Avenue
Swartz Creek, MI 48473

CITY OF SWARTZ CREEK

Dated: _____

By: _____

David Krueger
Mayor

Address: 8083 Civic Drive
Swartz Creek, MI 48473

This Amendment was prepared by
Kevin Kilby (P68599)
McGraw Morris P.C.
2075 W. Big Beaver Road
Suite 750
Troy, Michigan 48084
(810) 569-0352
kkilby@mcgrawmorris.com

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**INTERLOCAL AGREEMENT ESTABLISHING THE REGIONAL POLICE
AUTHORITY OF GENESEE COUNTY**

This Agreement (“Agreement”) dated October 12, 2015 (“Agreement Date”) and effective on the Effective Date as defined herein is being entered into pursuant to the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Michigan Public Acts of 1967, Ex. Sess., being MCL § 124.501, *et seq.*, is made by and between the Charter Township of Mundy, a Michigan Charter Township, whose address is 3478 Mundy Avenue, Swartz Creek, Michigan 48473, and the City of Swartz Creek, a Michigan Home Rule City, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48743.

RECITALS

WHEREAS, the Township operates a police department to provide public safety to the residents and visitors to the Township; and

WHEREAS, the City operates a police department to provide public safety to the residents and visitors to the City; and

WHEREAS, in September 2014, the Township and City executed an **AGREEMENT TO OVERSEE POLICE DEPARTMENT**, whereas the Township’s Police Chief would oversee the City’s Police Department; and

WHEREAS, the **AGREEMENT TO OVERSEE POLICE DEPARTMENT** included the officers of the City and Township being sworn in as officers of both the City and Township police departments; and

WHEREAS, as the Township and City are exploring whether it would be in the best interest of the Township and City to jointly establish a Police Authority; and

WHEREAS, the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Michigan Public Acts of 1967, Ex. Sess., being MCL § 124.501, *et seq.*, permit governmental units to exercise jointly with other governmental units any power, privilege or authority which such governmental units share in common which each might exercise separately; and

WHEREAS, the Township and City are both a “public agency” as that term is defined under Act 7 of the Michigan Public Acts of 1967, Ex. Sess., being MCL § 124.501, *et seq.* The Township and City both possess the power, privilege, and authority under State law to provide police protection to the residents and visitors to their respective municipalities; and

WHEREAS, the Township and City have agreed to execute this Agreement whereby establishing the Police Authority, pursuant to the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Michigan Public Acts of 1967, Ex. Sess., being MCL § 124.501, *et seq.*; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Township and City agree as follows:

ARTICLE I
INTRODUCTORY PROVISIONS; DEFINITIONS; CAPTIONS AND HEADINGS;
PLURAL TERMS

Section 1.01. Adoption of Recitals. All of the matters stated in the Recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement as though fully set forth in their entirety herein. However, in cases of conflict, provisions of this Agreement shall prevail over the matters stated in the Recitals.

Section 1.02. Definitions. The following terms and expressions as used in this Agreement, unless the context clearly shows otherwise, shall have the following meaning:

- (1) “Act 7” means Act 7 of the Michigan Public Acts of 1967, Ex. Sess., as amended being codified at MCL § 124.501, *et seq.*
- (2) “Agreement” means this interlocal agreement between the Charter Township of Mundy and the City of Swartz Creek.
- (3) “Agreement Date” means October 12, 2015, or the date on which all of the following are satisfied:
 - (i) The Agreement is approved and executed by the Township Board of Trustees of the Charter Township of Mundy.
 - (ii) The Agreement is approved and executed by the City Council of the City of Swartz Creek.
 - (iii) The Agreement is filed with the county clerk of Genesee County, Michigan.
 - (iv) The Agreement is filed with the Secretary of State of the State of Michigan.

Additionally, all costs incurred by the Police Authority after the Agreement Date and prior to the Effective Date shall be paid fifty percent (50%) by the Township and fifty percent (50%) by the City.

- (4) "Chairperson" means the Chair of the Police Authority Board who shall preside at all meetings. The Chairperson shall be responsible for timely, fair and reasonable conduct of the Police Authority's meetings. The Chairperson shall sign on the behalf of the Police Authority all documents and instruments that are required to be signed by the Chairperson of the Police Authority. The Chairperson shall assign duties to committees and subcommittees of the Police Authority to the extent such duties are not inconsistent with the direction of the Police Authority Board.
- (5) "Chief Contract" means the current contract for employment between the Township and the Township's Chief of Police.
- (6) "Effective Date" means the one hundred and eighty-first (181st) day after the Agreement Date and the date on which all of the following are satisfied:
 - (i) The Township Board has been provided an estimate of the amount of allocation to the Police Authority by the Township as determined by the Police Authority Board for the first Fiscal Year of the Police Authority and affirms its participation in the Police Authority by resolution.

If the Township Board is not satisfied with the estimate of the amount of allocation to the Police Authority by the Township, as determined by the Police Authority Board for the first Fiscal Year of the Police Authority, the Township Board shall provide the Police Authority Board with written notification of its intent not to approve the resolution to affirm participation in the Police Authority and the specific reason(s) why the amount is unacceptable. Thereafter, the Police Authority shall use its best efforts to address the concerns of the Township and resubmit to the Township Board a new estimate of the amount of allocation to the Police Authority by the Township. This process shall continue until the Township Board approves the resolution affirming its participation in the Police Authority or if the Township Board fails to adopt the resolution prior to the two hundred and tenth (210) day after the Agreement Date, the Township Board and City Council shall meet and determine if it is in the best interest of the Township and City to continue to pursue establishing a Police Authority.

- (ii) The City Council has been provided an estimate of the amount of allocation to the Police Authority by the City as determined by the Police Authority Board for the first Fiscal Year of the Police Authority and affirms its participation in the Police Authority by resolution.

If the City Council is not satisfied with the estimate of the amount of allocation to the Police Authority by the City as determined by the Police Authority Board for the first Fiscal Year of the Police Authority, the City Council shall provide the Police Authority Board with written notification of its intent not to approve the resolution to affirm participation in the Police Authority and the specific reason(s) why the amount is unacceptable. Thereafter, the Police Authority shall use its best efforts to address the concerns of the City and resubmit to the City Council a new estimate of the amount of allocation to the Police Authority by the City. This process shall continue until the City Council approves the resolution affirming its participation in the Police Authority or if the City Council fails to adopt the resolution prior to two hundred and tenth (210) day after the Agreement Date, the Township Board and City Council shall meet and determine if it is in the best interest of the Township and City to continue to pursue establishing a Police Authority.

- (iii) The Police Authority has been provided with copies of the resolutions, certified by the Township and City Clerk as set forth in Section 1.02(6)(i) and (ii) of this Agreement.
- (7) “Fiscal Year” means the fiscal year of the Police Authority, which shall begin on January 1 of each calendar year and end on December 31 of the following calendar year.
 - (8) “OMA” means the Michigan Open Meetings Act, Act 267 of the Michigan Public Acts of 1967, being MCL § 15.261 to 15.275.
 - (9) “Party” means a party to this Agreement.
 - (10) “Parties” means the Township and the City collectively.
 - (11) “Person” means an individual, authority, corporation, limited liability company, partnership, limited partnership, firm, organization, association, joint venture, trust, governmental entity, Public Agency, or other legal entity.

- (12) "Police Authority" means the separate legal entity and public body corporate created by the Township and City.
- (13) "Police Authority Board" means the board of the Police Authority created pursuant to the terms of this Agreement.
- (14) "Police Services" means those police services commonly exercised by police departments as may be necessary for the preservation of quiet and order, the protection of persons and property, and any other related service deemed necessary in the sole discretion of the Police Authority.
- (15) "Protected Person" means a board, official, officer, board member, employee, contractor, or agent of the Police Authority.
- (16) "Public Agency" means that term as defined under Section 2(e) of Act 7.
- (17) "State" means the State of Michigan.
- (18) "Vice Chairperson" means the Vice Chairperson of the Police Authority who shall act in the place of the Chairperson in the event of an absence, inability to act or refusal to act, and shall exercise and discharge such other duties as may be required by the Chairperson or the Police Authority Board.

Section 1.03. Captions and Headings. The captions, headings, and titles in this Agreement are a convenience and not intended to have any substantive meaning or be interpreted as part of this Agreement.

Section 1.04. Plural Terms. A term or phrase in this Agreement importing the singular number only may extend to and embrace the plural number and every term or phrase importing the plural number may be applied and limited to the singular number.

ARTICLE II

PURPOSE

The purpose of this Agreement is to create and empower the Police Authority to implement the powers, privileges, and authority of each of the Parties consistent with this Agreement to provide Police Services within the Township and City. This Agreement is not intended to restrict the Police Authority from providing Police Services outside of the Township and City as allowed by law. Additionally, this Agreement shall not prevent the Police Authority from providing Police Services outside of the Township and City pursuant to a legally executed agreement.

ARTICLE III
CREATION OF POLICE AUTHORITY

Section 3.01. Creation and Legal Status of Police Authority. The Police Authority is established as a separate legal entity for the purpose of providing Police Services as more fully set forth in this Agreement. The Police Authority shall be a public body corporate and the Police Authority shall have the powers granted under this Agreement, Act 7, and other applicable law.

Section 3.02. Principal Office. The principal office of the Police Authority shall initially be located at 4029 West Grand Blanc Road, Swartz Creek, Michigan 48473. The Police Authority Board may change the location of the principal office upon a majority vote of the Police Authority Board. The location change of the principal office shall not be effective until thirty (30) days after all of the following has occurred:

- (1) Notice has been posted at the current principal office;
- (2) Notice has been published in a newspaper of general circulation or other method allowed by law; and
- (3) If the Police Authority maintains a webpage, notice shall be posted on the front page of the webpage.

Section 3.03. Title to Police Authority Assets. All property owned by the Police Authority is owned by the Police Authority as a separate legal entity and public body corporate, and no Party has any ownership interest in Police Authority property.

Section 3.04. Police Authority Buildings. The Township and City agree that the Police Authority shall use the Township's current police department, located at 4029 West Grand Blanc Road, Swartz Creek, Michigan 48473, until the Police Authority decides to move to a different location or construct a new building. The Township shall be entitled to rent, utilities, and other related items as more fully set forth in a rental agreement between the Township and the Police Authority. If a Party determines that it would be in its best interest for a police department or satellite office ("Facility") to be located in its municipality, the Party desiring the Facility shall be responsible for the purchase, lease, or construction of the Facility and equipping the Facility to the sole satisfaction of the Police Authority. The Police Authority shall approve the Facility prior to the purchase, lease, or construction of the Facility by the Party. This is to ensure that the Police Authority has the financial capabilities of operating the proposed Facility. After the Facility is completed, the Police Authority shall be responsible for the operational and maintenance costs of the Facility, but at no time shall the Police Authority be responsible for the rent, lease, or payments due and owing for the construction of the Facility.

Section 3.05. Prosecutions and Payments from Court. With the exception of parking citations, the Township and City agree that the Police Authority shall be solely responsible for all prosecutions of citations written pursuant to any Township or City Ordinance by the Police Authority. If the Township or City has an ordinance regarding parking, the Township or City and the Police Authority shall execute an agreement as to which organization shall prosecute parking violations. Understanding that citations issued pursuant to the Township or City's ordinances may result in a portion of the money collected by the court being returned to the Township or City, the Township and City agree that the entity determined to be responsible for the prosecution costs shall be entitled to all moneys received from the court. The Parties agree that any revenue received from any court for the violation of a Township or City ordinance that was prosecuted by the Police Authority shall be forwarded to the Police Authority within fifteen (15) days. If, in the future, the Police Authority adopts its own ordinances, the Police Authority shall be responsible for all prosecutions of those ordinances and all payments received by any court regarding those ordinances shall be deposited into the appropriate revenue fund of the Police Authority.

Section 3.06. Tax-Exempt Status. The Parties intend the activities of the Police Authority to be tax-exempt as governmental functions carried out by an instrumentality or political subdivision of government under Section 115 of the Internal Revenue Code of 1986, 26 USC 115, or any corresponding provisions of any future federal tax code. The Parties also intend the activities of the Police Authority to be governmental functions carried out by a political subdivision of the State, exempt to the extent provided under State law from taxation by this State, including, but not limited to, business tax under the Michigan Business Tax Act, Act 36 of the Michigan Public Acts of 2007, as amended, being MCL §208.1101 to 208.1601, income tax under the Income Tax Act of 1967, Act 281 of the Michigan Public Acts of 1967, being MCL § 206.1 to 206.713, and property tax under The General Property Tax Act, Act 206 of the Michigan Public Acts of 1893, being MCL § 211.1 to 211.157, and any successor State tax laws.

Section 3.07. Compliance with Law. The Police Authority shall comply with all federal and State laws, rules, and regulations applicable to the Police Authority.

Section 3.08. Relationship of the Parties. The Parties agree that no Party shall be responsible for the acts of the Police Authority or of the employees, agents, and servants of any other Party, whether acting separately or in conjunction with the implementation of this Agreement. The Parties shall only be bound and obligated under this Agreement as expressly agreed to by each Party and no Party may otherwise obligate any other Party.

Section 3.09. No Third-Party Beneficiaries. Except as expressly provided in this Agreement, the Agreement does not create in any Person, and is not intended to create by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any Party's rights in this Agreement, or any other right.

Section 3.10. Litigation Costs. In the event of a legal proceeding challenging the validity of this Agreement or any action or activity engaged in pursuant to this Agreement where the Township, City, or a Protected Person of the Township or City is named as a defendant, to the extent permitted by law, including, but not limited to, Section 28 of Article VII of the State Constitution of 1963 and Section 5 of Act 7, and from funds lawfully available to the Police Authority, the cost of legal representation of the Township, City, or the Protected Person shall be the responsibility of the Police Authority or its insurance carrier, not the Parties. To the extent permitted by law, and from funds lawfully available to the Police Authority, the Police Authority or its insurance carrier shall defend, hold harmless, and reimburse the Township, City, or a Protected Person of the Township or City from and against any and all costs, losses, claims, liabilities, actions, suits, proceedings, fines, expenses, payments, penalties, damages, and injuries, of whatever kind or nature, including attorneys' fees and settlement costs, arising out of, resulting from, caused by, or associated with, or alleged to have arisen out of, resulted from, been caused by, or associated with, in whole or in part, directly or indirectly, the execution or performance of this Agreement, or any acts or omissions of any Party or any Person taken in connection with this Agreement or its performance. The Parties intend that the Township, City, and Protected Persons of the Township and City shall have no individual liabilities or costs of any nature in connection with this Agreement other than those specifically agreed to or assumed in writing by the Township or City. To the extent permitted by law and from funds lawfully available to the Police Authority, if any suit, action or proceeding is brought against the Township, City, or any Protected Person of the Township or City, that suit, action or proceeding shall be defended by a mutually agreed to counsel of the Parties, as evidenced by a vote of the Police Authority Board, unless it is covered by the insurance carrier of the Police Authority, the Township or the City. If the defense is not covered by an insurance carrier and is therefore provided by counsel mutually acceptable to the Township and the Police Authority or to the City, and the Police Authority, the Police Authority shall pay all reasonable and necessary costs of the defense, including reasonable attorney fees, to the extent permitted by law and from funds lawfully available to the Police Authority. If the Township and City mutually determine by a vote of the Police Authority Board that the Police Authority shall defend the Township, City, or Protected Person of the Township or City, the Police Authority shall immediately assume the defense at its own reasonable and necessary costs, to the extent permitted by law and from funds lawfully available to the Police Authority. Notwithstanding another provision of this section, if the Police Authority refuses to defend a Party or a Protected Person under this section, or a conflict under applicable law or rules prohibits the Police Authority from defending a Party or a

Protected Person, the Party or Protected Person may retain counsel and the Police Authority shall be responsible for the reasonable and necessary litigation costs and expenses of the Party or Protected Person, to the extent permitted by law and from funds lawfully available to the Police Authority.

Section 3.11. Legal Settlements. The Police Authority shall not be liable for any settlement of any proceeding made without its consent, and the Police Authority shall not unreasonably withhold consent.

Section 3.12. Nonprofit Status. As a governmental instrumentality within this State, the Police Authority may not be operated for profit. No part of any earnings of the Police Authority may inure to the benefit of a Person other than the Parties or other contracted entities as allowed by Act 7. It is the intent of the Parties that the Police Authority maintain its nonprofit status.

ARTICLE IV

POLICE AUTHORITY BOARD; COMMITTEES; CHIEF OF POLICE

Section 4.01. Police Authority Board Composition. The Township Board shall appoint a total of three (3) individuals who shall be residents of the Township to the Police Authority Board. A minimum of one (1) of the individuals appointed by the Township Board shall be a Township Board member. The City Council shall appoint a total of three (3) individuals who shall be residents of the City to the Police Authority Board. A minimum of one (1) of the individuals appointed by the City Council shall be a member of the City Council. The Township and City shall not appoint any alternates to the Police Authority Board. The six (6) appointed Police Authority Board members shall, prior to the Effective Date, select by a majority vote one (1) additional Police Board member who shall serve a one (1) year term, which may be renewed an indefinite number of times by a majority vote of the Police Board. The selected seventh board member shall not vote except in the case of a tie vote. The selected seventh board member shall break all tie votes, if present. The additional Police Board member shall possess the following:

- (1) A background in law enforcement; and
- (2) Knowledge of the geographic area where Police Services are being provided.

In the event that the one (1) additional Police Board member vacates his or her seat by resignation, incapacity, death, extended unexcused absences, or similar event prior to the end of his or her appointment, the same process shall be followed by the six (6) Police Board members appointed by the Township and City to fill said vacancy. With respect to litigation against the Police Authority, neither the Township nor the City shall be considered an agent, employee or supervisor of any Policy Authority employee.

Section 4.02. Police Authority Board Power. The Police Authority Board shall authorize and approve the annual budget, audit, hear and render decisions in administrative appeals as set forth in the Police Authority Personnel Manual, and oversee performance of the Police Chief.

Section 4.03. Meetings of the Police Authority Board.

- (1) **Presiding Officer, Chairperson, and Vice Chairperson.** At the first meeting of the Police Authority Board after the Agreement Date, the Chief of Police shall preside over the meeting until the Police Authority Board elects one of its members as Chairperson. Thereafter, the Chairperson shall preside over all meetings. The Police Authority Board may also elect from its members a Vice Chairperson to act in the absence of the Chairperson.
- (2) **First Meeting of Police Authority Board.** At the first meeting of the Police Authority Board after the Agreement Date, the Police Authority shall approve the assignment of Chief Contract to be effective on the Effective Date, adopt a FOIA policy, and appoint a FOIA coordinator.
- (3) **Prior to the Effective Date of Agreement.** Prior to the Effective Date of this Agreement, the Police Authority Board shall appoint its seventh member pursuant to Section 4.01 of this Agreement, adopt a purchasing policy, establish a date for a public hearing on the budget for the Police Authority, approve its annual meeting calendar, adopt standard operating procedures, adopt an investment policy, adopt a LIEN policy, adopt any documents required by 911, adopt mutual aid agreements, approve the lease agreement for the Police Authority's principal office location, adopt a Personnel Manual, adopt rules of procedure governing its meetings, adopt an ethics policy pursuant to Section 4.08 of this Agreement, adopt a model contract for any agencies desiring to contract with the Police Authority for Police Services, and ratify or approve a collective bargaining agreement(s), and other necessary documents, agreements or contracts as needed.
- (4) **Meetings of the Police Authority Board and Police Authority Board Participation in Meetings.** The Police Authority Board shall hold at least three (3) meetings per year (public hearing on budget, adoption of budget, and acceptance of audit) and other special meetings at a time, date, and place determined by the Police Authority Board. Meetings of the Police Authority Board shall comply with the OMA. Public notice of the time, date, and place of the Public Authority Board meetings shall be given in the manner required by the OMA. Members of the Police

Authority Board may participate in meetings by electronic means of communication to the fullest extent permitted by law.

Section 4.04. Police Authority Board Quorum and Voting. With the exception of adopting the budget and hiring the Chief of Police, a majority of the members serving on the Police Authority Board shall constitute a quorum for the transaction of business. A super majority vote of the members serving on the Police Authority Board shall be required for the adoption of the budget and hiring, firing, or disciplining the Chief of Police. The Police Authority Board shall act by a majority vote of the members serving at the time of the vote. Members of the Police Authority Board shall not engage in proxy voting; however, a Police Authority Board member is allowed to participate in a Police Authority Board meeting via Skype, Windows Meeting Space, or similar program. Participation by electronic means is permissible, however, only if the participating Police Authority Board member and the remainder of the Police Authority Board can see and hear each other, and only if any members of the public attending the meeting can hear the participating member. The Police Authority Board member participating via electronic means shall be considered present in determining a quorum. The Police Authority Board member participating in debate via electronic means with the Police Authority Board and thereafter voting shall have its votes included in the total votes cast on any question before the Police Authority Board. Voting by telephone or other means where the Police Authority Board and the Police Authority Board member cannot see each other is expressly forbidden.

Section 4.05. Finance Committee. There shall be only one (1) standing committee of the Police Authority Board, which shall be the Finance Committee. The Finance Committee shall consist of one (1) individual appointed by the City to the Police Authority Board, one (1) individual appointed by the Township to the Police Authority Board, and the seventh member mutually appointed pursuant to Section 4.01 of this Agreement. The powers vested in the Finance Committee is to review the accounts receivable and accounts payable of the Police Authority and ensure that only budgeted items have been purchased and to review requests for purchases not set forth in the budget and make a recommendation of those purchases to the Police Authority Board. The Finance Committee shall be provided with all relevant information needed to review the accounts. The secretary appointed by the Chief of Police shall keep a journal of all Finance Committee meetings that complies with the OMA. The meetings of the Finance Committee shall comply with the OMA. Public notice of the time, date, and place of the Finance Committee meetings shall be given in the manner required by the OMA.

Section 4.06. Ad-Hoc Committees. The Police Authority Board shall have the power to establish ad-hoc committees for a limited purpose and a limited duration. At the time the ad-hoc committee is established, the Police Authority Board shall determine the membership, purpose, and duration of the ad-hoc committee. All ad-hoc committees shall report directly to

the Police Authority Board. The secretary appointed by the Chief of Police shall keep a journal of all ad-hoc committee meetings that complies with the OMA. The meetings of the ad-hoc committees shall comply with the OMA. Public notice of the time, date, and place of the ad-hoc committee meetings shall be given in the manner required by the OMA.

Section 4.07. Finance Committee and Ad-Hoc Committee Quorum and Voting. A majority of the members of the Finance Committee and any ad-hoc committee shall constitute a quorum for the transaction of business. The Finance Committee and any ad-hoc committee shall act by a majority vote of its members serving at the time of the vote. Members of the Finance Committee or any ad-hoc committee may not engage in proxy voting; however, may participate via Skype, Windows Meeting Space, or similar program as more fully set forth in Section 4.04 of this Agreement.

Section 4.08. Ethics and Conflicts of Interest. The Police Authority Board shall adopt ethics policies governing the conduct of the Police Authority Board members, the Finance Committee, any ad-hoc committee, and the officers and employees of the Police Authority. The policies shall be no less stringent than those provided for public officers and employees under Act 196 of the Michigan Public Acts of 1973, as amended, being MCL § 15.341 to 15.348. Members of the Police Authority Board, Finance Committee, ad-hoc committee, and the officers and employees of the Police Authority shall be deemed to be public servants under Act 317 of the Michigan Public Acts of 1968, as amended, being MCL § 15.321 to 15.330, and are subject to any other applicable laws with respect to conflicts of interest. The Police Authority Board shall establish policies and procedures requiring disclosure of relationships that may give rise to conflicts of interest.

Section 4.09. Chief of Police Appointment. The Parties agree that the first Chief of Police shall be the current Chief of Police for the Mundy Township Police Department. As a condition of this Agreement, the Township shall assign the Chief Contract to the Police Authority and the Police Authority shall accept the assignment of the Chief Contract as presented by the Township. At the expiration of the Chief Contract, the Police Authority may renew the Chief Contract or let it lapse on its terms. In the event that the Chief Contract lapses on its terms or if the current Chief of Police decides to vacate the office or is unable to perform the duties of Chief of Police, then the Chief of Police shall be appointed by the Police Authority Board in a manner consistent with Section 4.04 of this Agreement.

Section 4.10. Chief of Police Duties, Contract, and Discipline. The Chief of Police shall be vested with the ability to hire and terminate all personnel of the Police Authority with the exception of the members of the Police Authority Board. The appointments by the Chief of Police shall include, but not be limited to, a secretary, a treasurer, an attorney, and all personnel other than the Police Authority Board members. The secretary, treasurer, and attorney shall

serve at the pleasure of the Chief of Police. The Chief of Police shall, administer all programs, funds, facilities, contracts, and all other administrative and Police Service functions of the Police Authority and negotiate with all collective bargaining units (subject to approval by the Police Authority Board),. The Chief of Police shall serve as an advisor to the Police Authority Board, the Finance Committee, and any ad-hoc committees established by the Police Authority Board. The Chief of Police shall report and be subject to the oversight of the Police Authority Board and in compliance with Section 4.11 of this Agreement. The Chief of Police shall receive compensation as determined by the Police Authority Board. All terms and conditions of the Chief of Police employment, including length of service, shall be specified in a written contract between the Chief of Police and the Police Authority, provided that the Chief of Police shall serve at the pleasure of the Police Authority Board, and the Police Authority Board may suspend, remove or discharge the Chief of Police in a manner consistent with Section 4.04 of this Agreement.

Section 4.11. Fiduciary Duty. The members of the Police Authority Board, the Chief of Police, and the treasurer appointed by the Police Chief are under a fiduciary duty to conduct business in the best interests of the Police Authority, including the safekeeping and use of all Police Authority monies and assets for the benefit of the Police Authority. The members of the Police Authority Board, the Chief of Police, and the treasurer appointed by the Chief of Police shall discharge their duties in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

Section 4.12. Compensation. The members of the Police Authority Board, the Finance Committee, and any ad-hoc committee members shall receive no compensation for the performance of their duties. A member of the Police Authority Board, Finance Committee, or any ad-hoc committee members may engage in private or public employment, or in any profession or business, but may not serve as an employee of the Police Authority. Members of the Police Authority Board, Finance Committee, or any ad-hoc committee members may be reimbursed by the Police Authority for actual and necessary expenses incurred in the discharge of their official duties.

Section 4.13. Oath of Office. Members of the Police Authority Board and the Chief of Police, prior to entering upon the duties of office, shall take and subscribe to the constitutional oath of office as set forth in Section 1 of Article XI of the State Constitution of 1963. The oath of office shall be filed with the Secretary of the Police Authority.

ARTICLE V
POWERS OF THE AUTHORITY

Section 5.01. Common and Shared Powers. The enumeration of a power, privilege, or authority in this Agreement shall not be construed as limiting the powers, privileges, or authorities of the Police Authority. In carrying out its purposes, the Police Authority may perform, or perform with any Person, as applicable, any power, privilege, or authority that the Parties share in common and that each might exercise separately to the fullest extent permitted by the Act, including, but not limited to the provision of innovation, flexible, transparent, safe, efficient, and effective Police Services or other common service.

Section 5.02. Powers Under Act 7. In addition to other powers of the Police Authority, the Police Authority shall, consistent with Section 7 of Act 7, have the power to do all of the following:

- (1) Make and enter into contracts;
- (2) Employ agencies or employees;
- (3) Acquire, construct, manage, maintain, or operate buildings, works, or improvements;
- (4) Acquire, hold, or dispose of property;
- (5) Incur debts, liabilities, or obligations that, except as expressly authorized by the Parties, do not constitute the debts, liabilities, or obligations of any of the Parties.
- (6) Cooperate with a public agency, an agency or instrumentality of that public agency, or another legal entity created by that public agency under Act 7;
- (7) Make loans from the proceeds of gifts, grants, assistance funds, or bequests in order to further the purposes of the Police Authority;
- (8) Form other entities necessary to further the purpose of this Agreement; and
- (9) Sue and be sued in the name of the Police Authority.

Section 5.03. Additional Powers Under Act 7. The Police Authority also shall have the power, consistent with Section 5 of Act 7, to do all of the following:

- (1) Fix and collect charges, rates, rents, fees, loan repayments, loan interest rates, or other charges on loans.
- (2) Promulgate necessary rules and provide for their enforcement by or with the assistance of the Parties to accomplish the purposes of this Agreement.
- (3) Determine the manner in which purchases shall be made and contracts entered into by the Police Authority.
- (4) Acquire, own, hold, operate, maintain, lease, or sell real or personal property.
- (5) Accept gifts, grants, assistance funds, or bequests and use the same for the purposes of this Agreement. The Police Authority may apply for and accept grants, assistance

funds, loans, or contributions from any source. Gifts, grants, assistance funds, or bequests accepted by the Police Authority shall become the property of the Police Authority upon acceptance, except as otherwise agreed by the Police Authority and the grantor. The Police Authority may do anything within its power to secure the grants, loans, or other contributions, including, but not limited to, maintaining separate segregated funds for gifts, grants, assistance funds, or bequests.

- (6) Make claims for federal or state aid payable to a Party on account of the execution of this Agreement, with the written consent of the Party.
- (7) Determine the manner of responding for any liabilities that might be incurred through performance of the Agreement and insure against any such liability.
- (8) Adjudicate disputes or disagreements, the effects of failure of the Parties to pay their shares of the costs and expenses agreed to by the Parties, and the rights of the other Party in such cases.
- (9) Engage auditors to perform independent audits of the financial statements of the Police Authority.
- (10) Invest surplus funds or proceeds of grants, gifts, assistance funds, or bequests, consistent with an investment policy adopted by the Police Authority Board.

Section 5.04. Bonds or Notes; Limitation. The Police Authority may borrow money and issue bonds or notes in its name for purposes authorized by law. The Police Authority may not issue any type of bond in its own name, except as provided in this section, or in any way indebted a Party except as expressly authorized by the Party in writing. The Police Authority may not borrow money or issue bonds or notes for a sum that, together with the total outstanding bonded indebtedness of the Police Authority, exceeds 2 mills of the taxable value of the taxable property within the Parties as determined under section 27a of The General Property Tax Act, Act 206 of the Michigan Public Acts of 1893, as amended, being MCL § 211.27a, unless otherwise authorized by Act 7. Bonds or notes issued by the Police Authority are the debt of the Police Authority and not of the Parties. Bonds or notes issued by the Police Authority are for an essential public and governmental purpose. Pursuant to Section 7(7) of Act 7, bonds or notes, together with the interest on the bonds or notes and income from the bonds or notes, are exempt from all taxes. Bonds or notes issued by the Police Authority are subject to the Revised Municipal Finance Act, Act 34 of the Michigan Public Acts of 2001, as amended, being MCL §141.2101 to 141.2821 as required by Section 7(8) of Act 7.

Section 5.05. Transfer Contracts. The Police Authority shall be a special authority and a political subdivision for purposes of Act 8 of the Michigan Public Acts of 1967, Ex. Sess., being MCL § 124.531 to 124.536.

Section 5.06. Tax Limitation. The Police Authority shall not levy any type of tax within the boundaries of any Party. Nothing contained in this Agreement prevents the Township or City from levying taxes, creating a special assessment district, or implementing any other legal method of raising revenue as allowed by law and assigning the revenue to the Police Authority, as agreed in writing by the Parties and to the extent provided by law.

Section 5.07. Limitation on Binding Parties. The Police Authority shall not have the power to bind a Party or to create debts, liabilities, or obligations of a Party, unless otherwise specifically agreed to by the Party in writing.

Section 5.08. No Waiver of Governmental Immunity. The Parties agree that no provision of this Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity provided under Act 7 or other statutory or common law.

ARTICLE VI

MANNER AND METHOD FOR EXERCISE OF COMMON POWER

Section 6.01. Township and City. The Township and City have agreed to monetarily fund the Police Authority for the first three (3) years at the rate set forth in Attachment A to this Agreement. The Township and City have agreed to provide as a one (1) time contribution to the Police Authority the assets set forth in Attachment B to this Agreement, which may be supplemented by motion of the Township or City. Personnel currently employed by the Township and City being transferred to the Police Authority are set forth in Attachment C to this Agreement. The Township and the City shall have one hundred eighty (180) days from the Agreement Date to complete Attachments A, B, and C to this Agreement. All existing collective bargaining agreements between the Township or City and the current police officers, supervisors, and support staff of the Township and City are subject to the provisions of Section 5 of Act 7, being MCL § 124.505.

Section 6.02. Funding of Police Authority in Year 4 and Subsequent Years Thereafter. Prior to the expiration of three (3) years from the Effective Date of this Agreement, the Township, City, and the Police Authority shall enter into one (1) or more agreements for the Police Authority to provide Police Services to the Township and City pursuant to the terms of those agreements, which shall set forth the manner in which the Police Authority shall be funded in year four (4) of its existence and for all subsequent years thereafter.

Section 6.03. Cooperation. When exercising a power, privilege, or authority under this Agreement, the Police Authority shall endeavor to actively consult and cooperate with all of the following:

- (1) Other public agency as defined by Section 2(e) of Act 7, being MCL § MCL 124.502(e).
- (2) Parental groups and organizations.
- (3) Community groups and organizations.

Section 6.04. Assumption of Liabilities. Except as provided in Section 3.10, the Police Authority does not assume any liabilities or commitments of the Township or the City.

Section 6.05. Acts and Omissions. Except as provided in Sections 3.10 and 4.09, it is the intent of the Parties that liability for acts or omissions of a Party prior to the Effective Date shall remain with the Party and not be transferred, assigned, or assumed by the Police Authority. The Police Authority shall only be liable for its own acts or omissions and those of its officials, employees and agents that occur after the Effective Date and the Parties shall not be liable for any acts or omissions of the Police Authority, its officials, employees and agents.

ARTICLE VII

BOOKS, RECORDS, AND FINANCES

Section 7.01. Police Authority Records. The Police Authority shall keep and maintain at the principal office of the Police Authority all documents and records of the Police Authority. The records of the Police Authority, which shall be available to the Parties, shall include a copy of this Agreement, any amendments to the Agreement, and any agreements under Article VI. The records and documents shall be maintained until termination of this Agreement and shall be returned to any successor entity.

Section 7.02. Township and City Records. The Township and City shall make the records of their police departments available to the Police Authority either in electronic format, hard copy, or other format as mutually agreed upon by the Township, City, and Police Authority.

Section 7.03. Financial Statements and Reports. The Police Authority shall prepare, or cause to be prepared, at its own expense, audited financial statements (balance sheet, statement of revenue and expense, statement of cash flows, and changes in fund balance) on an annual basis. The financial statements shall be prepared in accordance with generally accepted accounting principles and shall be accompanied by a written opinion of an independent certified public accounting firm. A copy of the annual financial statement and report shall be filed with the State Department of Treasury, made available to each of the Parties, and posted on a public accessible internet website.

Section 7.04. Auditor. The Police Authority shall use Plante Moran as its auditing firm for the first three (3) years that the Police Authority is operational. After the first three (3) years,

the Police Authority may renew its agreement with Plante Moran or hire a new auditor in a manner consistent with the Police Authority's Purchasing Policy.

Section 7.05. Freedom of Information Act. The Police Authority shall be subject to and comply with the Freedom of Information Act, Act 442 of the Michigan Public Acts of 1976, as amended, being MCL § 15.231 to 15.246.

Section 7.06. Uniform Budgeting and Accounting Act. The Police Authority shall be subject to comply with the Uniform Budgeting and Accounting Act, Act 2 of the Michigan Public Acts of 1968, as amended, being MCL § 141.421 to 141.440a. Unless otherwise designated by the Police Authority the Chief of Police shall serve as the Chief Administrative Officer of the Police Authority. The Chief of Police shall prepare all budgets and budget amendments and the Police Authority Board shall approve all budgets and budget amendments for the Police Authority for each Fiscal Year.

Section 7.07. Deposits and Investments. The Police Authority shall deposit and invest money of the Police Authority, not otherwise employed in carrying out the purposes of the Police Authority, in accordance with an investment policy established by the Police Authority Board consistent with laws and regulations regarding investment of public funds.

Section 7.08. Disbursements. Disbursements of money by the Police Authority shall be signed by the treasurer appointed by the Chief of Police and a member of the Finance Committee or Chairperson or Vice Chairperson. Disbursements made in the ordinary course of business that are included in the budget shall be paid pursuant to the disbursement schedule established by the treasurer appointed by the Chief of Police to ensure that no late fee is incurred. Those disbursements shall be available for review to the Finance Committee and ratified by the Police Authority Board at its next regular Police Authority Board meeting after receiving the recommendation of the Finance Committee. For disbursements not included in the budget, those disbursements shall be acted upon by the Police Authority Board after a recommendation by the Finance Committee prior to any moneys being spent.

ARTICLE VIII

TERM AND TERMINATION

Section 8.01. Term. This Agreement shall continue until either the Township or City withdraw from the Police Authority pursuant to Section 8.02 of this Agreement. The name of the Police Authority may continue beyond the term of this Agreement if there remains at least two (2) Public Agencies in the Police Authority with contracts for the Police Authority to provide Police Services to the Public Agencies.

Section 8.02. Township or City Withdrawal. Except as provided in Section 8.04 of this Agreement or as otherwise may be agreed to by the parties hereto in a written addendum hereto, the Township or City may withdraw from the Agreement at any time upon providing a minimum of one (1) Fiscal Year notice. By way of example only, if the Fiscal Year of the Police Authority is January 1 to December 31 and the Township desires to withdraw from the Police Authority, the Township may do so prior to January 1; however, the withdrawal would not be effective until December 31. Therefore, if the Township provided notice of withdrawal from the Police Authority on February 12, 2016; the effective date of the withdrawal would be December 31, 2017.

Section 8.03. Effect of Withdrawal. Except as provided in Section 8.04 of this Agreement, the Party withdrawing from the Police Authority shall not be entitled to any assets of the Police Authority, any of the employees of the Police Authority, or any revenue of the Police Authority. The withdrawing party shall only be entitled to the assets that it contributed to the Police Authority and at no time shall the withdrawing party be entitled to any cash that it has contributed to the Police Authority. Upon withdrawal, the withdrawing party shall be entitled to the current market value of the assets that it has contributed to the Police Authority taking into account depreciation. Additionally, the Party withdrawing from the Police Authority shall be provided with a list of all open and pending cases that are within the jurisdictional limits of the Party. The Party and the Police Authority shall execute a written document setting forth which matters the Police Authority shall continue to see through to conclusion after the date of withdrawal and all expenses which shall be paid by the withdrawing Party to the Police Authority and which matters the withdrawing Party shall be responsible for after the date of withdrawal.

Section 8.04. Mutual Dissolution of Police Authority. At any time, the Township and City may mutually decide to terminate this Agreement. In the event that this Agreement is terminated and the Township and City are the only members of the Police Authority, the Police Authority shall also terminate. The assets contributed by the Township and the City to the Police Authority shall be returned to the Township or City upon dissolution of the Police Authority. The cash shall be distributed to the Township and City after all of the final liabilities of the Authority have been paid in full. Cash shall be distributed using a prorata formula. For instance, if the Township contributes a total of sixty percent (60%) of the revenue of the Police Authority and the City contributes forty percent (40%) of the revenue of the Police Authority, the Township would be entitled to sixty percent (60%) of the remaining cash after all liabilities have been paid in full and the City would receive forty percent (40%) of the cash under the example provided. Any assets of the Police Authority, other than cash, which have been acquired by the Police Authority and not from the Township or the City, shall be distributed in the sole determination of the Police Authority Board to the Township and City. The Township and City

are not required, as a condition of termination, to accept for employment any of the personnel employed by the Police Authority.

ARTICLE IX
MISCELLANEOUS

Section 9.01. Due Execution of this Agreement. Each Party shall duly execute not less than four (4) copies of this Agreement, each of which, taken together, is an original but all of which constitute one (1) instrument.

Section 9.02. Emergency Manager. Notwithstanding any provision of this Agreement, if an emergency manager has been appointed under the local financial stability and choice act, Act 436 of the Michigan Public Acts of 2012, as amended, being MCL § 141.1541 to 141.1575, with respect to the Police Authority, then the emergency manager may exercise the authority and responsibilities provided in this Agreement to the extent authorized by Act 436 of the Michigan Public Acts of 2012.

Section 9.03. Non-Discrimination. The Police Authority shall employ and contract with individuals and companies without discrimination as to religion, creed, race, color, sex, or national origin as mandated by Section 2 of Article I of the State Constitution of 1963. The Police Authority also shall comply with the Elliott-Larson Civil Rights Act, Act 453 of the Michigan Public Acts of 1976, as amended, being MCL § 37.2101 to 37.284, the Persons with Disabilities Civil Rights Act, Act 220 of the Michigan Public Acts of 1976, as amended, being MCL § 37.1101 to 37.1607, and other applicable civil rights laws.

Section 9.04. Public Purpose and Governmental Function. As both the Township and the City are bodies corporate and governmental agencies, the powers, duties, rights, obligations, functions, and responsibilities of the Police Authority constitute essential public purposes and governmental functions.

Section 9.05. Non-impairment. Nothing in this Agreement authorizes the impairment of a bond, note, security, or uncontested legal obligation of the Township or the City.

Section 9.06. Addresses and Notice. Unless otherwise provided herein and with the exception of invoices for payment and payments submitted, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made or accepted by any Party to any other Party must be in writing and may be given or be served by depositing the same in the United States mail postage paid and registered or certified and addressed to the party to be notified, with return receipt

requested, or by delivering the same to an officer of such Party, or by prepaid telegram when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Township, to:

Charter Township of Mundy
Attn: Township Clerk
3478 Mundy Avenue
Swartz Creek, Michigan 48473

If to City, to:

City of Swartz Creek
Attn: City Clerk
8083 Civic Drive
Swartz Creek, Michigan 48473

If to Police Authority, to:

Police Authority
Attn: Chief of Police
4029 West Grand Blanc Road
Swartz Creek, Michigan 48473

The Parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other Party hereto.

Section 9.07. Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are contractual and are not mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

Section 9.08. Severability. The Parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses or words of this Agreement or the application of such sections, subsections, provisions, clauses or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality or contravention shall not affect any other sections, subsections, provisions, clauses or words of this Agreement or the application of such sections, subsections, provisions, clauses or words to any other situation or circumstance, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause or word had not been included herein, and the rights and obligations of the Parties hereto shall be construed and remain in force accordingly.

Section 9.09. Governing Law. This Agreement is made and entered into in this State and shall in all respects be interpreted, enforced, and governed under the laws of the State without regard to the doctrine of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

Section 9.10. Jurisdiction and Venue. In the event of any disputes between the Parties over the meaning, interpretation, or implementation of the terms, covenants, or conditions of this Agreement, the matter under dispute, unless resolved between the Parties, shall be submitted to the courts of the State.

Section 9.11. Amendment. This Agreement may be amended or an alternative form of this Agreement adopted only upon written agreement of all Parties. Any agreement or contract among the Parties that is inconsistent with this Agreement shall be adopted as an amendment to the Agreement and be approved as provided in Act 7 by the governing bodies of the Parties prior to becoming effective. Any amendment to allow the participation in the Police Authority by another Public Agency as a Party will be completed in a manner consistent with Act 7.

Section 9.12. Construction. This Agreement has been prepared and negotiations have occurred in connection with said preparation pursuant to the joint efforts of the Parties hereto. This Agreement therefore shall not be construed against any Party to this Agreement.

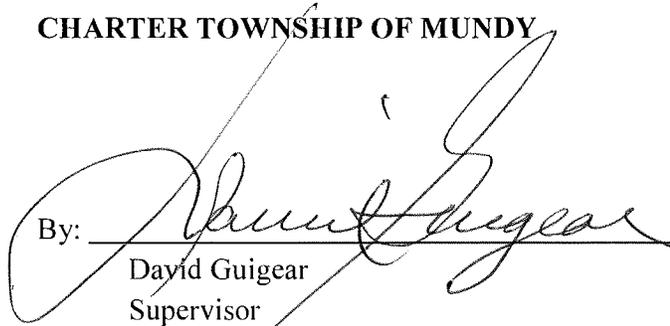
Section 9.13. Assignability and Successor Interest. This Agreement may be assigned or the rights herein may otherwise be transferred from the Township or City to a duly formed successor agency or entity, or to the State, provided that no obligations of the Police Authority set forth in this Agreement shall be affected by any such assignment or transfer. If either Party desires to make such transfer or assignment, they shall first provide thirty (30) days written notice to the other Party to provide the opportunity for comments.

Section 9.14. Prior Agreements between the Township and City. After this Agreement becomes effective, all prior agreements between the Township and City that relate to Police Services, including, but not limited to, the AGREEMENT TO OVERSEE POLICE DEPARTMENT, are hereby repealed and are declared null and void.

Section 9.15. Effective Date. This Agreement is effective on the Effective Date.

CHARTER TOWNSHIP OF MUNDY

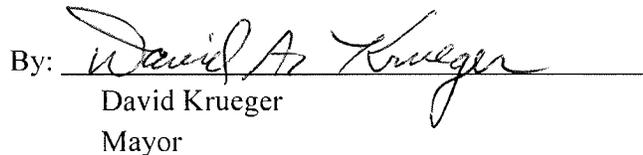
Dated: 11-2-2015

By: 
David Guigear
Supervisor

Address: 3478 Mundy Avenue
Swartz Creek, MI 48473

CITY OF SWARTZ CREEK

Dated: 10/27/2015

By: 
David Krueger
Mayor

Address: 8083 Civic Drive
Swartz Creek, MI 48473

This Agreement was prepared by
Kevin Kilby (P68599)
McGraw Morris P.C.
2075 W. Big Beaver Road
Suite 750
Troy, Michigan 48084
(810) 569-0352
kkilby@mcgrawmorris.com



GAINES TOWNSHIP

9255 Grand Blanc Road
Gaines, Michigan 48436
Phone: (810) 635-3200 or (989) 271-6300
Fax: (989) 271-6038
Email: gaines@gainestownship.net



MICHAEL DOWLER, Clerk
11236 W. Reid Road
Swartz Creek, Michigan

DIANE HYRMAN, Treasurer
6575 Seymour Road
Swartz Creek, Michigan



PAUL J. FORTINO, Supervisor
5467 Nichols Road
Swartz Creek, Michigan

LEE PURDY, Trustee
11489 West Reid Road
Swartz Creek, Michigan

CHARLES TIMMONS, Trustee
5101 Raubinger Road
Swartz Creek, Michigan

August 15, 2016

Dear Sirs and Madams,

Pursuant to Public Act 33 of 2008, the Michigan Planning Enabling Act, this letter is to notify you that the Township of Gaines, Genesee County, Michigan, is preparing an update to its Master Plan.

The Township is asking for your cooperation and assistance in this process. Specifically, we welcome any inputs and concerns which you may have which would allow us to work more cooperatively with you in land use planning for our region. Such inputs may be shared at the regular meetings of our Planning Commission held at 9255 Grand Blanc Road, Gaines, MI 48436. Such inputs may also be shared by United States Postal Service (USPS) to 9255 Grand Blanc Road, Gaines, MI 48436, attention Chairperson, Planning Commission, or by email to clerk@gainestownship.net, also to the attention of the Chairperson of the Planning Commission. Further, we plan to submit all information required under the Act to you electronically, to be posted at the website of our planning consulting firm, Wade Trim (www.wadetrim.com). If you prefer, we will submit such information by USPS as provided in the Act, upon your written request.

For further information concerning the Master Plan update including upcoming meeting dates and times, please contact me at (810) 635-3200.

Sincerely,

Michael Dowler, Clerk
On Behalf of the Gaines Township Planning Commission

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-18081**

- Consumers Energy Company requests that the Michigan Public Service Commission review its implementation of its Renewable Energy Plan and approve the reconciliation of plan costs for the period beginning January 1, 2015 through December 31, 2015.
- 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, September 13, 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) June 30, 2016 application, which seeks Commission's approval to: 1) determine that the Company's 2015 Renewable Energy Plan reconciliation is reasonable and prudent and meets all relevant requirements under 2008 Public Act 295; 2) reconcile the pertinent revenues recorded and the allowance for the nonvolumetric revenue recovery mechanism with the amounts actually expensed and projected according to the Company's plan for compliance, as described in its filing; 3) establish a price per megawatt hour for renewable energy and advanced cleaner energy capacity and for renewable energy and advanced cleaner energy to be recovered through the power supply cost recovery clause of \$77.09 per megawatt hour; and 4) approve the Company to utilize surplus Energy Optimization Credits from 2015 to offset future renewable energy requirements.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpseedockets. 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: mpseedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpseedockets@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 September 6, 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, One Energy Plaza, Jackson, Michigan 49201.

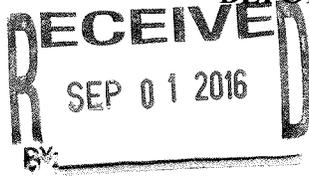
Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement 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/mpseedockets, 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.; 1982 PA 304, as amended, MCL 460.6j et seq.; 2008 PA 295, MCL 460.1001 et seq.; and the Michigan Administrative Hearing System's Administrative Hearing Rules, 2015 AC, R 792.10401 et seq.

**THE MICHIGAN PUBLIC SERVICE COMMISSION MAY
APPROVE, REJECT, OR AMEND PROPOSALS MADE BY
CONSUMERS ENERGY.**



**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE NATURAL GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-18124**

- Consumers Energy Company is requesting approval from the Michigan Public Service Commission to increase its rates for the distribution of natural gas and other relief.
- **A TYPICAL RESIDENTIAL CUSTOMER WHO USES 95 Mcf (THOUSAND CUBIC FEET) OF NATURAL GAS PER YEAR MAY SEE AN INCREASE IN NATURAL GAS DISTRIBUTION COSTS OF APPROXIMATELY \$42.03 PER YEAR IF THE MICHIGAN PUBLIC SERVICE COMMISSION APPROVES THE REQUEST. IF THE PROPOSED INVESTMENT RECOVERY MECHANISM IS APPROVED, ADDITIONAL INCREMENTAL INCREASES WOULD OCCUR IN 2018 AND 2019.**
- 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 in this matter will be held:

DATE/TIME: **Wednesday, September 14, 2016, at 9:00 a.m.**
This will be a prehearing conference to determine future hearing dates and other procedural matters.

BEFORE: Administrative Law Judge **Suzanne D. Sonneborn**

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) August 1, 2016 application, which seeks Commission approval to: 1) adjust its retail natural gas rates to provide additional revenue of approximately \$90.483 million annually based on a projected calendar year 2017 test year; 2) adjust the Company's existing retail natural gas rates to produce a rate of return on common equity of not less than 10.60%; 3) utilize the depreciation rates approved in U-16938 unless new depreciation rates are approved in Case No. U-18127 before a final order in this case; 4) approve a Gas Revenue Decoupling Mechanism proposed by the Company in this case; 5) implement an Investment Recovery Mechanism as described in its filing; 6) grant accounting authorizations as described in the Company's filing; 7) modify the rates, rules, and regulations; and 8) grant further relief.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: 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. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at 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 September 7, 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.

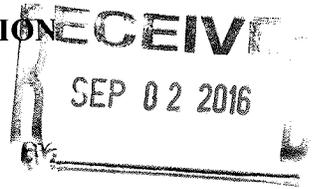
A copy of Consumers Energy's application may be reviewed on the Commission's website at: michigan.gov/mpscedockets, and at the office of Consumers Energy Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 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.; 1982 PA 304, as amended, MCL 460.6h 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.

1062-G

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION



NOTICE OF HEARING
FOR THE GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-17693-R

- Consumers Energy Company requests Michigan Public Service Commission approval to reconcile its gas cost recovery costs and revenues for the 12-month period of April 2015 through March 2016.
- 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.
- The first public hearing in this matter will be held:

DATE/TIME: Thursday, September 15, 2016, at 9:30 a.m.

This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

BEFORE: Administrative Law Judge **Suzanne D. Sonneborn**

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) June 30, 2016 application to reconcile its gas cost recovery (GCR) costs and revenues for the 12-month period April 2015 through March 2016. Consumers Energy has calculated that it has a total overrecovery for the 2015-2016 GCR period of \$1,977,111 million. The calculated amount reflects an overrecovery for the GCR period of \$356,644 plus accrued interest owed by Consumers Energy to customers for the GCR period of \$1,620,467.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: 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. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: 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 September 8, 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, 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 request may be reviewed on the Commission's website at: 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.

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in 1982 P.A. 304 proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Licensing and Regulatory Affairs, P.O. Box 30004, Lansing, Michigan 48909, for more information.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 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.; 1982 PA 304, as amended, MCL 460.6h et seq.; and the Michigan Administrative Hearing System's Administrative Hearing Rules, 2015 AC, R 792.10401 et seq.

**THE MICHIGAN PUBLIC SERVICE COMMISSION MAY GRANT OR DENY
CONSUMERS ENERGY'S GAS COST RECOVERY RECONCILIATION AND
OTHER PROPOSALS IN WHOLE OR IN PART, AND MAY APPROVE LESSER
OR GREATER AMOUNTS THAN THOSE REQUESTED.**

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN

STREET CLOSURE APPLICATION

DATE OF REQUEST: August 30, 2016 200 _____
SPONSOR ORGANIZATION Swartz Creek Community Schools
AUTHORIZED REPRESENTATIVE: Tony Suchanek
WORK ADDRESS: One Dragon Drive HOME ADDRESS: _____
PHONE NO: WORK (810) 591-1803 HOME: () _____ CELL: (248) 770-7136
TYPE OF EVENT: PARADE* (DRAW ROUTE ON ATTACHED MAP)
 CARNIVAL CRAFT SHOW
 STREET DANCE CONCERT
 OTHER: _____

DATE OF EVENT: 9 / 30 / 2016 TIME OF EVENT: FROM: 4:45 AM / PM
TO: 6:30 AM / PM

ESTIMATED NUMBER OF PARTICIPANTS: _____

ROADS REQUESTED TO BE CLOSED: ** Crapo → Maple → Morrish → Miller → Fairchild

The applicant agrees, as a condition of the granting of this permit, to hold the City of Swartz Creek, its officers, employees, and agents harmless from any liability from any injuries caused to persons or property in connection with this event. To that end, the applicant shall provide the City with evidence of insurance for such liability in an amount determined adequate by the City Attorney, but in no case less than \$1,000,000/2,000,000 aggregate and the City of Swartz Creek shall be named as an insured party on said policy. The policy shall also contain a provision providing the City with ten (10) days written notice of cancellation.

For: Swartz Creek Community Schools (Organization) By: Tony Suchanek (Authorized Representative)

APPROVED BY: [Signature] (Chief of Police) 9-2-16

* The throwing of any item(s) from any vehicle during the course of a parade is strictly prohibited and violations may result in criminal prosecution and/or the denial of future permit applications.

**The Chief of Police reserves the right to determine the length of time that any street(s) remain(s) closed to traffic.

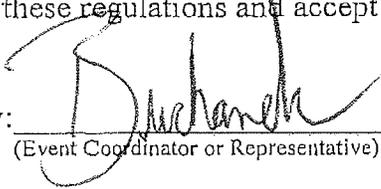
THIS REQUEST AND ALL REQUIRED ASSOCIATED DOCUMENTS MUST BE SUBMITTED TO THE OFFICE OF THE CHIEF OF POLICE NO LATER THAN 30 DAYS PRIOR TO EVENT DATE

**CITY OF SWARTZ CREEK
PARADE REGULATIONS**

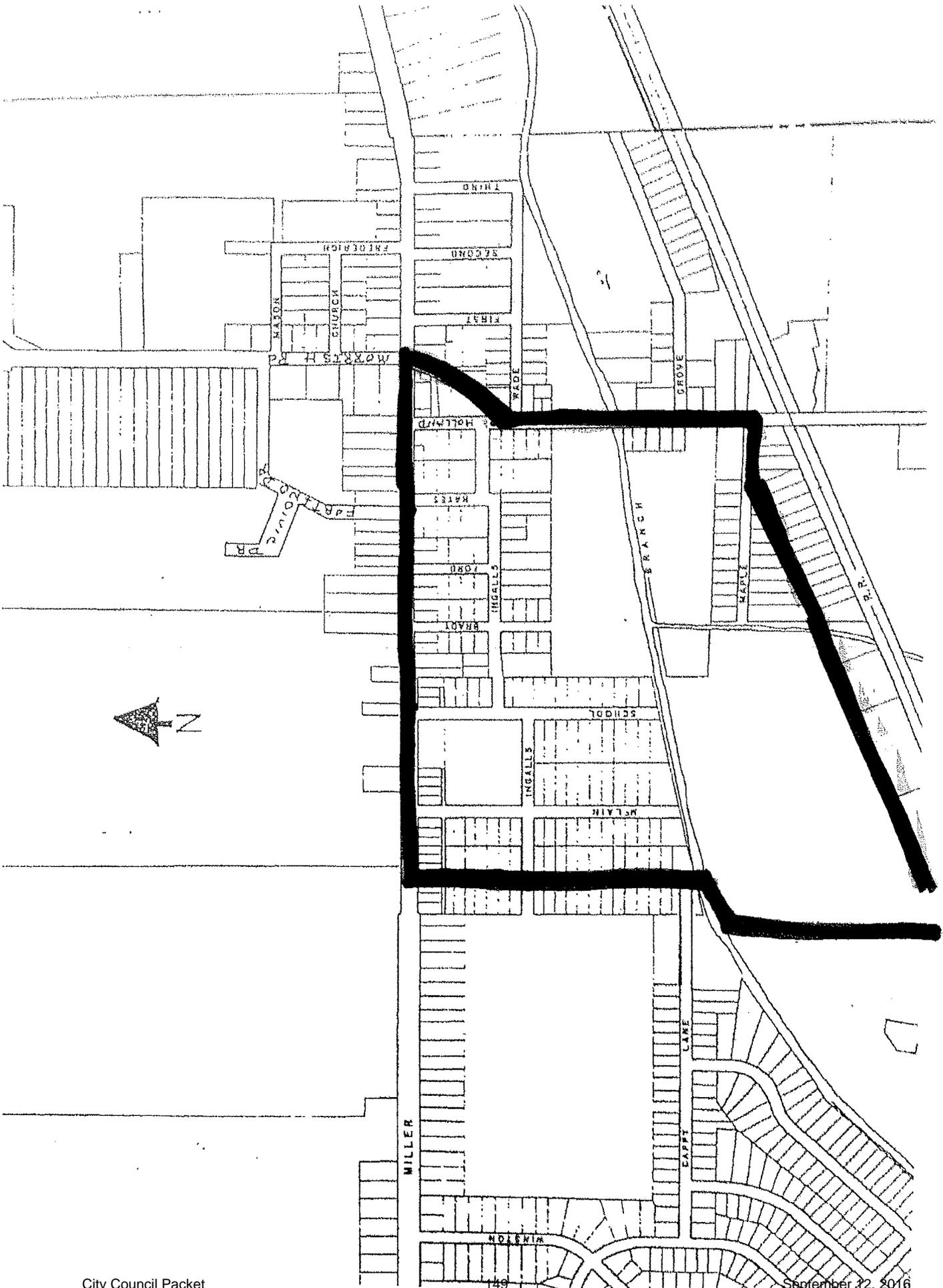
The approval of a street closure request and/or a "parade permit" is based on the assumption that the event coordinator(s) fully understand and accept the following regulations regarding the event:

1. The throwing of any object(s) from any vehicle during the course of the parade is prohibited by ordinance. Violations of this ordinance could result in prosecution and/or the denial of future permit requests.
2. The closing of major thoroughfares entails the rerouting of thousands of motorists and the interruption of commerce. It is imperative that parades begin and end on time so as not to unnecessarily disrupt the usual course of traffic and business.
3. Parade organizers must provide a means of direct communication between the event coordinator and the Chief of Police (or his designate) during the course of the parade in order to address any dangerous conditions that may develop during the course of the event.
4. The practice of parade participants jumping onto or off of moving vehicles in the parade is prohibited.
5. When determining the staging area for parade participants, organizers should ensure that the area is sufficient in size to accommodate all entries without creating traffic or pedestrian hazards.

It is the responsibility of the event coordinator(s) to ensure that all parade participants are made aware of the regulations that directly affect them and by signing this document hereby acknowledge that they have received a copy of these regulations and accept said responsibility.

By: 
(Event Coordinator or Representative)

For: Swartz Creek Community Schools
(Organization)



CERTIFICATE OF INSURANCE

Producer SET SEG 415 W. Kalamazoo Street Lansing, MI 48933	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
COMPANIES AFFORDING COVERAGE	
Insured Swartz Creek Community Schools 8354 Cappy Lane Swartz Creek, MI 48473-1299	A MASB-SEG Property/Casualty Pool, Inc.
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.	

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Premises/Operations <input checked="" type="checkbox"/> Incidental Medical Malpractice Coverage <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Personal Injury	PC-0000188-30	7/1/16	7/1/17	BI & PD COMBINED OCCURRENCE	\$1,000,000
					BI & PD COMBINED AGGREGATE	N/A
					PERSONAL INJURY OCCURRENCE	\$1,000,000
					PERSONAL INJURY AGGREGATE	N/A

DESCRIPTION City of Swartz Creek is hereby added as additional insured for liability but only as respects to the activities performed by or on behalf of the named Insured as it represents the Districts' Homecoming Parade being held September 30, 2016.

CERTIFICATE HOLDER City of Swartz Creek 8083 Civic Drive Swartz Creek, MI 48473	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
--	---

AUTHORIZED REPRESENTATIVE  Tyler Tichvon PROPERTY/CASUALTY DEPARTMENT	Date September 1, 2016
---	------------------------

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
STREET PROJECT SELECTION COMMITTEE
MINUTES OF AUGUST 30, 2016**

Meeting called to order by Chairman Krueger at 5:30 p.m.

Members Present: Dennis Cramer, Lou Fluery, Rae Lynn Hicks, David Krueger, Dennis Pinkston, Steve Long, Steve Shumaker, & Adam Zettel

Members Absent: None

Others Present: Tom Svrcek, James Barclay, Curt Porath, & Rick Clolinger

APPROVAL OF AGENDA: Motion by Shumaker to approve the agenda, with the addition of the July 12, 2016 meeting minutes, supported by Long. Motion carried unanimously by voice vote.

APPROVAL OF MINUTES: Motion by Cramer to approve the July 12, 2016 minutes, as amended, supported by Shumaker. Motion carried unanimously by voice vote.

MEETING OPEN TO THE PUBLIC:

Curt Porath indicated that it was nice to see everybody.

James Barclay indicated that a number of people are upset about Fairchild and Winston. (note: a dedicated page has been requested by the webpage administrator). He recommended a dedicated webpage for street projects, as well as a potential email list.

Rae Lynn Hicks recommended streets be added as a discussion item to city council agendas (note: this will be done).

Business: Selection of Light Type and Quantity

The various lighting fixtures and types that Consumers Energy provides were discussed. Preference was given to cut-off (CO) fixtures, if available. The Arlington fixtures, which are used downtown, were acceptable by the committee. If the LED Avery fixture was comparable in cost (~20%), that was preferred. The number and placement of fixtures was found to be most efficient if limited to existing lights. Additional conduit for more lights was thought to be too costly at about 9\$ per foot.

Recommendation for Traffic Calming

Chief Rick Clolinger spoke about speeding cars in the subdivision. He indicated that speeders and distracted drivers are a big problem currently. He felt that citations could be done, but he did not expect this to result in large reductions in the occurrence of speeding. It was his opinion that speeding may not be as proliferate as perceived. More enforcement using Swartz Creek and Mundy officers is expected this fall.

Lou Flury showed the group an illustration that included a traffic circle at Winston and Chesterfield/Worchesters, as well as center medians at certain intersections, such as Chesterfield and Seymour. The committee appeared to like the idea of strategically located traffic circles of a neighborhood scale. Lou said he would apply a turning template for buses to an aerial image to better ascertain the impact. The committee made no formal recommendation.

Ingalls Scope and Width

Staff described the Ingalls Street project as currently proposed. He then stated that 2017 may be the time to include the other remaining two blocks (Hayes to Morrish & Mclain to Fairchild). This would add \$150,000 to next years scope, but the work is proposed for future years. There was also discussion about narrowing Ingalls from School to Fairchild (from 35' to 30'). This would slow traffic, allow installation of a sidewalk, and still provide two-way traffic with parking. Mr. Clolinger and the group strongly supported this idea. The added cost is estimated to be \$70,000.

Motion by Mr. Cramer to recommend the addition of the full scope of Ingalls Street from Morrish Road to Fairchild Street, including the proposed narrowing and sidewalk addition from School to Fairchild Street. Support by Mrs. Hicks. Motion carried by unanimous voice vote.

Winchester Woods Introduction

Staff described the goal for the Winchester Woods plat, which was to enable owners to construct quality homes without problematic public services such as storm water management and street access. The current issues include a lack of sanitary sewer access for all lots, unimproved roads, and no storm water management plan. The committee felt that an initial pricing plan to provide sewer, storm, and asphalt milling road surfaces should be provided to owners to ascertain interest in construction and assessing those improvements. The committee directed Lou Flury to determine the needs to do so. Mr. Zettel was directly to request the participation of Gaines Township, since some of the platted lots are west of the city.

State Infrastructure Bank Loan

Mr. Zettel informed the committee that the loan has conditional approval for \$1.6 million dollars, to be repaid over 10 years at 2.5% interest. This payment will be subject to actual borrowing needs and apportionment among funds, but it should result in an annual \$147,000 debt service to the street funds. The estimate was \$150,000 per year.

Motion by Mrs. Hicks to recommend the preliminary approval of the loan and terms to the city council. Support by Mr. Cramer. Motion carried by voice vote, five yes and one no.

MEETING OPEN TO THE PUBLIC:

Mr. Barclay recommended a left turn only sign for the high school exit for certain hours of operation.

MEMBER COMMENTS:

Mr. Shumaker recommended an internal bid from the DPW for certain types for street maintenance, like crack filling.

Mr. Long felt the meeting went very well and was glad Mr. Clolinger attended.

Mr. Krueger felt that many good ideas surfaced at the meeting and felt the issues should be able to be resolved without much added expense on the streets. He thanked everyone for their attendance.

The next meeting was scheduled for Tuesday, September 13, 2016 at 5:30 p.m.

Motion by Mr. Long to adjourn, supported by Mr. Cramer. Motion carried unanimously by voice vote. Adjourned at 7:25 p.m.

AHZ

**CITY OF SWARTZ CREEK SWARTZ
CREEK, MICHIGAN
MINUTES OF PLANNING COMMISSION MEETING
September 6, 2016**

Meeting called to order at 7:00 p.m. by Commissioner Stephens.

Pledge of Allegiance.

ROLL CALL:

Commissioners present: Binder, Culinski, Farmer, Grimes, Krueger, Pinkston, Stephens.

Commissioners absent: Florine, Ridley.

Staff present: Adam Zettel, City Manager.

Others present: Bob Plumb, Lindsey Kosner, Kevin Fielder, Ron Dotson, Jim Barclay,
Maria Papalazsrou Green, T. Elasisvich.

APPROVAL OF AGENDA:

Resolution No. 160906-01

(Carried)

Motion by Commissioner Grimes support by Commissioner Krueger
The Swartz Creek Planning Commission approves the agenda for the September 6,
2016 Planning Commission meeting as printed.

Unanimous Voice Vote
Motion declared carried.

APPROVAL OF MINUTES:

Resolution No. 160906-02

(Carried)

Motion by Commissioner Krueger support by Commissioner Grimes the Swartz
Creek Planning Commission approves the minutes for the August 2, 2016 Planning
Commission meeting as printed.

Unanimous Voice Vote
Motion declared carried.

MEETING OPENED TO THE PUBLIC:

None.

BUSINESS:

Gas Regulator Special Land Use Application

Presentation

Lindsey Kosner & Kevin Fielder, representatives for Consumers Energy, gave a brief presentation on the proposed gas regulator station off Miller Road and the need for the facility to adequately serve the City of Swartz Creek.

Adam Zettel, City Manager, spoke briefly on the request for the special land use application and his initial recommendation prior to the public hearing is that this be denied or postponed until such time the petitioner can demonstrate that it does in fact meet the intent of the ordinance requirements.

**Public Hearing
Open 7:14 p.m.**

Commissioner Krueger read a letter received from Joyce Ververka, whose back portion of her property will abut the enclosure, commented she is opposed to the permit being granted for the construction of the gas regulation enclosure.

Closed: 7:18 p.m.

Kevin Fielder & Lindsey Kosner, representatives for Consumers Energy, commented this facility would replace existing one and it will help alleviate maintenance and safety concerns.

After open discussion Consumers Energy representatives requested a postponement on the resolution.

Resolution No. 160906-03

(Carried)

Motion by Planning Commission Member Krueger
Second by Planning Commission Member Culinski

I Move that we grant the petitioners request to postpone the decision till our next meeting.

Yes: Grimes, Krueger, Pinkston, Stephens, Binder, Culinski, Farmer.
No: None. Motion declared carried.

Gaines Master Plan

Discussion

Adam Zettel, City Manager recommended the commission either send a letter or a commissioner be appointed to attend Gaines' planning commission meetings in regards to water distribution and expansion of sewer and storm systems.

Resolution No. 160906-04

(Carried)

Motion by Planning Commission Member Krueger
Second by Planning Commission Member Binder

I make a motion that we make Dr. Pinkston our official delegate to attend the Gaines Township planning commission for the review of the master plan.

Yes: Grimes, Krueger, Pinkston, Stephens, Binder, Culinski, Farmer.
No: None. Motion declared carried.

Meeting Open to Public:

None.

Remarks By Planning Commission:

Commissioner Binder commented thank you.
Commissioner Stephens thanked Commissioner Binder for being there.

Adjourn

(Carried)

Resolution No. 160906-05

Motion by Planning Commission Member Pinkston
Second by Planning Commission Member Grimes

I Move the Swartz Creek Planning Commission adjourns the September 6, 2016 Planning Commission meeting.

Unanimous voice vote,

Motion declared carried.

Meeting adjourned at 8:18 p.m.

Robert T. Florine, Secretary

September 9, 2016

Gaines Township Planning Commission
C/O Michael Downer, Clerk
9255 Grand Blanc Road
Gaines, MI 48436

Subject: Gaines Township Master Plan

Dear Sirs and Madams,

The city received notice of the township's master plan review process, and I have forwarded this to the planning commission and city council. The city planning commission is very optimistic about the future that our communities are working towards preserving and enhancing.

To that end, they have designated a commissioner to liaise with the township planning commission, officials, and consultants on this matter. Mr. Dennis Pinkston has volunteered to fill this role and make himself available for communications, meetings, workshops, and other activities so that all parties can be informed.

Concerning specific matters, there were two issues that the commission felt we shared in common with the township. These are items that Mr. Pinkston and the commission would like to cooperate on with other agencies and/or consultants. They include:

1. Establishing a plan for adequate public utilities for the Winchester Woods plat that spans the city and township. This includes the provision of water, sewer, and surface water management. The city finds that owners have rights to use these lots for home sites, but some utilities or drainage features are lacking. Our community would like to work with the township plan these features for mutual benefit.
2. The water supply and reliability for areas on the west end of the city, including Oakwood Village, is a concern for the community. The current 12" transmission line is adequate but without a backup or secondary feed. In order to increase flow and reliability, it may be prudent to work with Genesee County Water and Waste Services to plan for such a secondary line from the north that could connect to Miller at Van Vleet, Seymour, or M-13.

Feel free to contact myself or Mr. Pinkston on this or related matters. We look forward to working with Gaines Township. Mr. Pinkston can be reached at 810.635.2717. I can be reached using the contact information above. The city's regular planning commission meetings are at 7:00 p.m. on the first Tuesday of each month at the Paul D. Bueche Municipal Building at 8083 Civic Drive.

Sincerely,

A handwritten signature in blue ink that reads "Adam Zettel". The signature is written in a cursive, flowing style.

Adam H. Zettel, AICP
City Manager
City of Swartz Creek

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
PARK AND RECREATION ADVISORY BOARD
MINUTES OF REGULAR MEETING
September 7, 2016

Meeting called to order at 6:00 p.m. by Rae Lynn Hicks at the Paul D. Bueche Municipal Building.

Members Present: Larry Cummings, James Florence, Rick Henry (6:08), Rae Lynn Hicks, Joe Perreault (6:14), Dennis Reno, Sharon Shumaker, & Pat Williams

Members Absent: Ryan Bueche

Staff Present: Adam Zettel & Tom Svrcek

Others Present: Lania Rocha, Jim Barclay, Steve Shumaker, Jerry Katich, Larry Bush, Dave (unknown), & Kris Johns

APPROVAL OF AGENDA: Motion by Pat Williams to approve the agenda as amended to include croquet at Winshall and electricity drop at Elms, supported by Florence. Motion carried.

APPROVAL OF MINUTES: Motion by Shumaker, to approve minutes of August 3, 2016, supported by Williams. Motion carried.

MEETING OPEN TO THE PUBLIC: Jerry Katich supports disc golf and brought an expert, Dave, who can look at Winshall Park and help design a course. He also recommends the city consider changes to and enforcement of its sign ordinance as it relates to political signs.

COMMUNICATIONS TO THE BOARD:

- A. August 3, 2016 Minutes
- B. Staff Letter
- C. Park Plan Excerpts (Winshall & Trails)

REPORTS:

- A. DPW REPORT: Mr. Svrcek indicated that the bathrooms at Elms are done and satisfactory. He is working on leveling the area where the dog park is proposed to go and will apply for a soil erosion permit. There was some turf damage repaired after Art in the Park.

OLD BUSINESS:

- A. Recreation Grant: Adam reported phase I bathrooms are done. Phase II improvements will be bid in the winter and completed in the spring. Joe asked if Phase I savings would need to be returned to the state. The answer was no.
- B. Tot-Lot & Dog Park: The tot lot fundraising continues. The decision to locate this on the north end of the park was based upon shade, bathroom access, proximity to other play equipment, and parking. No other dog park updates were given.
- C. Fundraising: Mr. Johns indicated that he needs four to five trucks and eight to ten helpers to move pumpkins from Almont to the city on October 1st for the sale. He hopes this will generate good revenue. He is also writing grants but strongly

recommends the park board consider a 501c3 EZ in order to qualify for more and to better handle funds. The group was interested. Jim Barclay and Dennis Cramer were recommended. Steve Shumaker noted some requirements and pitfalls for filings, fees, and internal controls. It was noted that Alderman's would consider a substantial donation if the marching band could attend the Lennon 4th of July Parade in 2017. Rae Lynn indicated she would speak to the band director about arranging this.

NEW BUSINESS:

- A. Disc Golf: Disc Golf courses can be purchased for as little as \$250-400 per basket. Courses are to be in 9 hole increments, with larger courses supporting tournaments. Larry Bush indicated that he is hopeful the 54 acres west of the Middle School will be available too. This concept was well received by the park board. A marked up map is expected to be available by October that shows the possibilities.
- B. Exercise Trail: Adam invited the group to consider the exercise trail at Winshall. It needs to be removed or replaced. Members will take a look and discuss in October.
- C. Regional Trails. Mr. Zettel informed the board that the city council was taking the first steps to plan the trails that are noted in the park plan. He will keep the group informed. He noted the system is expected to connect to the Genesee Valley Trail.
- D. Electricity at Elms: Mr. Florence indicated that some community members would like to see a permanent electrical drop capable of supplying power to larger events at Elms Park. The cost would be about \$7,500. A similar request was made by Youth Football in the past, for the east end of the park.
- E. Croquet: Mr. Florence said there was interest in moving croquet from Elms to Winshall. He hoped the city could help with leveling the ground, should this occur. Mr. Svrcek said he would ascertain the needs. The location would be by Whitney Court.
Kris found some information on forming a 501C3 EZ which will be shared at a later date. This form of incorporation as "Friends of Swartz Creek Community Parks" may make fundraising easier.

MEETING OPEN TO THE PUBLIC: Jim Barclay voiced concerns about maintenance at Winshall Park. He brought in pictures to show some of the issues. Staff indicated that most of these could be taken care of this fall or spring. Concerns included the condition of concrete, the flag pole, picnic tables, brush, and the sign.

BOARD MEMBER COMMENTS: Pat Williams thanks Rae Lynn for her thank you. Joe had concerns about sidewalk cleanliness downtown that Adam said the DDA could address. He also had questions about the grading and use of city owned property on Fortino Drive, the answers for which were not readily available. Rae Lynn said the wall on the NE corner of Miller and Morrish was in bad shape and should be upgraded like the cemetery wall. Tom said this wall was private and could not be maintained by the city.

ADJOURNMENT: Meeting adjourned at 7:45 p.m.

NEXT MEETING: October 5, 2016, 6:00 p.m. at the Paul D. Bueche Municipal Building.

James Florence, Secretary