

**City of Swartz Creek
AGENDA**

Regular Council Meeting, Monday, May 8, 2017, 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 April 24, 2017 MOTION Pg. 28
5. **APPROVE AGENDA:**
 - 5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
 - 6A. City Manager's Report MOTION Pg. 3
 - 6B. Monthly Reports (Park Board Draft Minutes, Check Register, Building & DPW) Pg. 38
 - 6C. Police Authority Record Agreement (Business Item) Pg. 57
 - 6D. Hometown Days Event Information (Business Item) Pg. 58
 - 6E. Sewer Debt Payoff Information (Business Item) Pg. 101
 - 6F. Fence Bid (Business Item) Pg. 120
 - 6G. Carpet Bid (Business Item) Pg. 129
 - 6H. Consumers Street Light Work Orders (Business Item) Pg. 137
 - 6I. Well Regulation Ordinance Draft Pg. 145
 - 6J. Comcast Franchise Agreement (Business Item) Pg. 158
 - 6K. Water Cross Connection Inspection Report Pg. 172
 - 6L. CDBG Renewal Notice (Business Item) Pg. 173
 - 6M. Draft Budget – Fiscal Year 2018 Pg. 178
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Police Authority Record Use Agreement RESO Pg. 17
 - 8B. Hometown Days Event Permit RESO Pg. 18
 - 8C. Sewer Debt Payoff RESO Pg. 22
 - 8D. Fence Projects Award RESO Pg. 23
 - 8E. CDBG Renewal DISC
 - 8F. Carpet Project Award RESO Pg. 23
 - 8G. Consumers Energy Street Light Work Order Approval RESO Pg. 24
 - 8H. Comcast Franchise Agreement Renewal RESO Pg. 25
 - 8I. Board and Commission Appointments RESO Pg. 26
 - 8J. Set Budget Hearing Public Hearing RESO Pg. 26
 - 8K. Emergency Management Coordinator DISC
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

Next Month Calendar

Downtown Development Authority:	Thursday, May 11, 2017, 6:00 p.m., PDBMB
Fire Board:	Monday, May 15, 2017, 6:00 p.m., Public Safety Building
Zoning Board of Appeals:	Wednesday, May 17, 2017, 6:00 p.m., PDBMB
City Council:	Monday, May 22, 2017, 7:00 p.m., PDBMB
Police Authority:	Wednesday, May 24, 2017, 10:00 a.m., Mundy Township

Planning Commission:
Park Board:
City Council:

Tuesday, June 6, 2017, 7:00 p.m., PDBMB
Wednesday, June 7, 2017, 6:00 p.m., PDBMB
Monday, June 12, 2017, 7:00 p.m., PDBMB

City of Swartz Creek
CITY MANAGER'S REPORT
 Regular Council Meeting of Monday, May 8, 2017 - 7:00 P.M.

TO: *Honorable Mayor, Mayor Pro-Tem & Council Members*
FROM: Adam Zettel, City Manager
DATE: May 4, 2017

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

- ✓ **TAXABLE VALUES & OUTSTANDING APPEALS** *(No Change of Status)*
 The taxable value of the city (prior to our board of review and closure of appeal filing) is up by \$2,109,710 or 1.5%. This increase will be reflected in the July 1, 2017 – June 30, 2018 budget. This is phenomenal, relatively speaking. The downside is that appeals are still pending and can be filed to reduce this, perhaps even into negative territory. It is further depressing because this 1.5% growth reflects many new homes, the assisted living, and relatively strong property value increases. Our community is looking at a good year, but cities are still losing the war on keeping revenue in line with inflation and service needs.

Concerning appeals, the city is preparing to do full appraisals on the Topvalco (Kroger) property and O'Reilly Auto Parts. These are newer submissions 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 (note that the S.C. Mini Storage is also settled).

Year	Parcel #	docket	Owner	Petitioner's	Assessed	Taxable	Assessed	Taxable	Status
2015	58-02-200-029	15-002787	S.C. Mini Storage	Steve Johnson	765,300	765,300	550,000	550,000	stip pending
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	answered

- ✓ **STREETS** *(See Individual Category)*
 - ✓ **MORRISH SIGNALS** *(No Change of Status)*
 Mr. Svrcek is checking on the long term replacement schedule for the signal at Miller and Morrish. This is an older signal that will require modernization at some point, though this will be rather expensive. For the time being, the signal functions well and is providing an acceptable level of service and safety per the city's engineers. We will set up a plan for timely replacement and optimization.

The previous report follows:

There has been more concerns about the signal at Morrish and Miller Road. We had studied this intersection using the traffic engineers at OHM. Their report

indicated that the level of service, overall, would not likely be improved with the addition of a dedicated left turn signal. However, I have followed up with them regarding this matter. A note from Mr. Harris with OHM is attached. From a practical standpoint, it appears cost may be a bigger barrier at this point. Please let me know if there are comments or if there is a collective desire to move forward with changes at this intersection.

In addition to Miller Road, there has been a desire by some in the community to re-engage the signal at Morrish Road at the raceway. Anecdotally, it appears this will help with vehicles exiting the interstate and turning left onto the interstate. We have made an inquiry to MDOT regarding this process. They have acknowledged our inquiry but they have not provided an answer. Please let me know if there is any objection to moving forward.

✓ **2017-2020 TRAFFIC IMPROVEMENT PROGRAM (TIP) (No Change of Status)**

The city has only one project slated for federal funding through the regional planning commission Traffic Improvement Program (TIP). Fairchild is to be designed in 2018 and constructed in 2019, which is the last year of the three year TIP cycle. After that, we hope that Miller, west of Morrish will be in the 2020-2022 cycle. Seymour is not on the radar at this point, though we may try to put it on the next cycle as well.

Listed below is the breakdown for Fairchild, including federal funding:

<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>
Fairchild	Cappy	Miller	0.28	2	2956.8	44	2456	\$312,306	\$249,845	\$62,461

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

This is a standing section of the report on the status of streets as it relates to our dedicated levy, 20 year plan, ongoing projects, state funding, and committee work. Information from previous reports can be found in prior city council packets.

Forestry is substantially complete in the reconstruction areas of the projects. Watermain should begin soon, but we are losing some time due to all the rain. Hopefully, this does not hinder progress much.

It sounds like the preventative maintenance projects could begin in late May or early June. I will keep the city council and impacted neighborhoods informed of progress as we learn about the proposed schedule the engineer is working on.

The survey of Daval Drive is underway.

To complete the paperwork side of the lighting changes, we have one final step. Step one was to apportion funds and approve the concept. Step two approved the service agreement. Now, Consumers Energy desires affirmation of the work orders to remove and replace the specific poles. The work orders and a resolution are attached. This order does not reflect any new expenditures, service changes, or project amendments.

The newsletter and direct mailer have been sent out. I am in the process of ordering onsite construction signs.

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

✓ **SEWER REHABILITATION PROGRAM** (*Update*)

Lining work is approved for Chelmsford and Valleyview Drives. Inspection of Winshall is also approved. It is expected that this work will be completed in the fall or winter of 2017.

This program is on schedule and budget. Based upon current rates and existing fund balance, staff may recommend expending more in the next year or two on the sewer rehabilitation plan in order to get some higher risk assets completed more quickly. This could include Winshall Drive and Miller Road sections.

✓ **KWA** (*No Change of Status*)

It appears that Flint will not be participating in the KWA after all. At a meeting with county officials on Wednesday, April 19th, we were informed that this should not impact our service or rates due to the nature of the arrangement that is being negotiated between the State of Michigan, Flint, and the Great Lakes Water Authority. For now, it appears Flint's debt will still be provided for by other parties, and service to the city could begin as early as October.

✓ **WATER LOSS** (*Business Item*)

The water line leak on Miller Road has been repaired. It appears that a 45 degree flange that maneuvered the main under a large storm line began to separate years ago, initially resulting in marginal losses. We suspect this leak increased over time, but was not apparent due to a number of circumstances. The main was encased in concrete, enabling the water to diffuse into a larger area and a path of least resistance that eventually went into an adjacent concrete telecommunications conduit and subsequently into the storm pipe. Due to the pipes size, drainage area, and dry weather flow, the dry weather discharge that included this water was not remarkable.

Moving forward, we will measure and assess the savings we expect from this leak detection program and report back to the city council. Based upon the future rates of the KWA, the city may be in a position to absorb increases, expend more on replacement water main, decrease rates, or some combination of those three options. No matter what the outcome is, the savings will result in more efficient service to rate payers.

The city continues to work with the city's provider of meters, meter registers, and meter reading equipment on a meter and billing software audit. This process will help educate new staff and bridge the gap between meter function and administrative billing. With Amy Nichols departure from the city, we now have Jody Key in the driver's seat of the utility billing. I am pairing her up with our newest certified water system distribution operator, Rebecca Thiell, to develop a more thorough internal auditing program to find theft, faulty meters, improper billing, and leaks. These two will be able to share information and skills in such a way that

compliments a full view of field operations and administrative billing. I expect to find many areas of loss and incorrect billing.

✓ **WATER MAIN REPLACEMENT** *(No Change of Status)*

As part of our long term effort to plan for water main replacement, the state is now requiring submission of an asset management plan for water systems. This is a good practice, but it is somewhat premature for us since we still have unknown revenue and expense matters to work around (water loss and KWA rates). We also need to ascertain water main replacement in tandem with the street replacement program, since these investments occur simultaneously. Since the street investment is also tied to uncertain future state road aid payments, we will face another unknown in our efforts to create a detailed program.

Despite these setbacks, we can proceed with the submission to the state. The city intends to use the Rural Water Program training as a means to have staff draft this plan. I will have more information about this soon. I don't expect to incur any additional expenses in addressing this asset management plan.

Regarding the practical needs to secure funding for our larger projects (Miller & Morrish, among others), Lou has put together some figures on our mid-term capital investment needs. It looks like we will need to spread this cost out over time and/or offset it if we are to be successful. As such, Mr. Svrcek and Mr. Fleury have been looking into the use of federal funds as a potential grant and lending source for water main. Because the life of these assets is so long and the cost so high, bonding or borrowing for their replacement is common. Lou feels we may be eligible for some grant funds.

Moving forward, we will begin exploring some of these options. Clio, Davison, and many other communities rely heavily on these programs when their infrastructure needs come due.

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

The city attorney has crafted an agreement to enable access of pre-existing law enforcement and personnel records to the Metro Police Authority. Access to records is an essential function for the Authority to conduct business, and the city does not want to be the gatekeeper as it relates to record provision to the Authority for criminal cases. Doing so would come at a great administrative cost, an increase in liability, and delays in investigations and Freedom of Information Act requests. This transfer was assumed with the transfer of the other assets, but the legal team feels better having this one page agreement set terms and expectations.

In other news, the Authority is looking to modify its leases with the city and township. I do not have any details yet on how this will impact budgets, services, hours of operation, or overall costs.

✓ **HERITAGE VACANT LOTS** *(No Change of Status)*

I met with the Heritage Village Homeowner Association Executive Board on April 18th. They are solidifying which developers they would like to see build in the subdivision, as well as terms by which they would undertake such construction. Once this is

completed, the city will be in a position to negotiate sales and use terms in accordance with the city's land sale policy.

If negotiations meet the minimum objectives, sale instruments/agreements will be presented to the city council for review. If those are approved, a waiting period would commence that enables comment on the instruments. At that point, the city council would be presented with a final resolution to commence sales and enter into any other related agreements. The previous report follows:

The association is also requesting that proceeds beyond the city's investment be allocated and paid to the association in a manner reflecting the program executed with city-owned lots in Springbrook East.

I think this is a great plan. I believe the highest priority is ensuring the success of the Heritage Village development. New homes that complement the existing neighborhood will enable this. Relieving the city of these real estate assets will also limit our exposure to ongoing carrying cost, as well as to provide some new tax revenues. Lastly, the lot sales should be able to relieve some of the financial burden imposed upon the community by the road assessment that resulted from the housing crisis.

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

The city has approved a proposal to begin a process that will ascertain feasibility and general costs to accomplish our storm management goals. Ironically, the engineer felt the area was too wet to access in mid-April to begin this process.

With the understanding that there is not a censuses on how to proceed, the city intends to mail impacted parties about the status of the situation. There is a clear intent to involve them in this process as it relates to what the goals are and how we can collectively accomplish them.

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

The newsletter should have been delivered. Let me know what you think.

✓ **SUNOCO** *(Update)*

The agreement has been approved and executed. Our next step will be to review a well restriction ordinance, with the expectation that it is to be approved in a form similar to that within the agreement. I have attached the draft. Please take a look at this. If there is no objection, I will tailor this to our format and bring it in for review as an ordinance as soon as notification to residents has occurred.

We await word on the excavation, as well as payment.

✓ **ELMS PARK RENOVATIONS** *(No Change of Status)*

Per the Glaeser Dawes schedule, work in the park is expected to occur in August. The work should not have a large impact, but there will obviously be disruptions to traffic and some facilities as flatwork is installed.

✓ **WATER TOWER PAINTING** *(No Change of Status)*

The low bid by Fedewa for \$78,400 has been accepted, along with \$11,000 for construction engineering/inspections. I expect the contractor to begin when weather permits.

As far as the logo goes, this issue has been put to rest by a council vote. It would take action from the floor to reconsider.

✓ **TRAIL PLANNING CONCEPTS** *(Update)*

OHM has been investigating trail options. Some concepts have been looked at by staff and shared with the park board on May 3rd. These are still preliminary, and the engineers will be looking at one alternate route for the first segment, and a couple variants for the third segment by GM. The alternates are thought to be optimized for land acquisition needs, if any, as well as construction costs. I will keep the council informed of this progress.

✓ **DISC GOLF CONCEPT** *(No Change of Status)*

Conceptual approval has been granted for a course in Winshall Park. With winter still raging (is it?), interest in fundraising has died down. I will keep the city council informed.

✓ **REDEVELOPMENT READY COMMUNITIES** *(No Change of Status)*

The resolution has been filed with the state, and staff is now working on the self-evaluation. I will keep the city council informed of the progress on this engagement. Note that many of our other efforts are directly related to our status with this program, such as the branding, online services, and communication plans.

✓ **MEDICAL MARIJUANA LAND USES** *(No Change of Status)*

A consulting company presented on the topic of medical marijuana land uses and their impacts in Michigan at the April 4, 2017 Planning Commission meeting. The meeting was well attended for planning commission standards, and the presentation was well received. No action was taken, but there appeared to be interest in considering an allowance for one or more of the state enabled land uses that were of the industrial or warehousing in nature (growing, processing, and testing).

Currently, the city has no zoning ordinances that enable any of the five state licensed facilities (growing, processing, testing, transport, and provisioning). This is within the city's rights to enable any, all, or none of these uses. Since no licenses can be granted until December of 2017, this is expected to be timely. I will keep the city council informed.

✓ **DEBT** *(Business Item)*

The sewer debt is ready to pay off, and the analysis indicates it will be a fantastic cost saving measure. This applies to yearly expenses and total present value of interest. The city's payment requirement is \$458,970.19. This amount is readily available in liquid assets and accounts for less than 1/3 of the funds liquid fund balance. With the ongoing capital improvement plan funded and the most critical asset refurbished in 2016 (Cappy Lane lift station), the sewer fund is in an ideal position to eliminate this debt (currently at 4%, gradually increasing to 4.35%). A

resolution is attached to do so. A report by PFM Financial Advisors LLC supports the findings and is included in the packet.

I previously eliminated the wall of text that occupied this space in previous packets. See the report from March 27, 2017 if you are interested in more details. In short, the city's remaining existing debt consists of:

City Hall Construction:	<u>\$405,952.50</u> (March 2017 estimate)
General Fund:	\$162,381.00
Garbage Fund:	\$40,595.25
Water Fund:	\$101,488.12
Sewer Fund:	\$101,488.12

Pension Liability:	<u>\$1,598,420</u> (December 31, 2015)
AFSCME:	\$299,877
Police:	\$608,765
Supervisors:	\$689,778

Water/Street Bond:	<u>\$1,950,000</u>
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The position of the city was that it wanted to pay off the debt for which there were savings available and for which the city would realize interest savings. This would work well for funds like sewer that had extra savings (fund balance) and no significant capital needs. Based upon this information, high priorities were the sewer debt and general fund pension liability. This is especially true given the transfer of the police officers to the Authority, for which this pension fund is now closed as it relates to the city.

The city hall debt is in its last five years. It might be worth paying off to save interest to the contributing funds. However, the general fund portion is sizable and the return on payoff would be much better in the pension, which is supposed to be building interest at 7.75% annually.

That leaves us with the pensions. These liabilities are the biggest and are 'losing' the most in interest by virtue of the opportunity costs related to their high yield rates. This means that we have savings in accounts accruing almost nothing when such savings could be paid into the pension plan and gaining about 7% a year. It is the equivalent of paying off a high interest credit card.

These liabilities are already accrued (owed for past service), and our funds are best placed here to gain value. Because all of the units are now closed, it also would place the city in a position to put these 'legacy costs' behind us and allocate future budgets to current services instead of these retirement liabilities.

For the time being, there is not much we can do here. We await the 2016 actuarial report, which will indicate the new balances resulting from changes in calendar year 2016. Of which, there were some significant contributions and circumstantial changes which should improve the city's position.

✓ **SEE CLICK FIX (Update)**

All staff training has been completed. The application should be available to download by the time our meeting starts. We would like to conduct a soft opening of this service at that time, for about a month. During that time council members, staff, and limited related officials could explore and use the application for service needs. We can adjust the program accordingly and go live in June.

We are very excited about how this could bring the community closer with common information sharing, efficient problem mitigation, and trust in governance.

✓ **COMMUNITY DEVELOPMENT BLOCK GRANT (Business Item)**

The city has been asked to affirm participation in the county CDBG program. Doing so used to guarantee funding for projects such as the streetscape initiative, the senior center, demolitions, and the Elms Park frontage improvements. The amount is approximately \$30-\$40K every three years.

Because of demographic changes, the city can no longer spend these funds on 'hardscape' items like street improvements. The city CAN still support the senior center, the HOME program (grants for qualifying residential improvements in the city), and demolitions.

Opting out would enable the city to go directly to the state for competitive grant assistance for qualifying programs. Such programs could include façade grants and business development grants for job creation. The funds at that point would be project dependent and competitive, but the amounts could be much higher. The big downside is that the same demographic shift that made the city ineligible for 'hardscape' projects using the county entitlement option makes the city a no-go for most state funds as well.

I have reached out to the state to check on our eligibility status for larger grants if we opt out. I don't expect there is much opportunity there. There are no job-creation projects in the pipeline and we have a general lack of high scoring community attributes that would make us competitive (Swartz Creek is not a low/moderate income community, does not have a traditional historic downtown, etc.). Given the current findings, I recommend we keep on with the current program. I placed this on the agenda for discussion since the opportunity comes up once every three years.

Concerning the current allocation, the city has \$12,000 set aside for demolition and another \$16,819 set aside from the Genesee County Home Program. The CDBG agreement should be available to sign this month (it could be delayed until August!), thereby delaying action on 5157 Morrish until at least that time, longer if we cannot release bids until the contract is signed. I am working with the new staff planner, Mr. David Yeoman, to see if we can bid the project before the contract is signed in order to save time. We are also checking into the possibility for reimbursement.

✓ **DOG PARK (Update)**

The Eagle Scout candidates are back on the case. There is now a fundraising platform set up to make this happen (GoFundMe). If you are interested in contributing or know of another person or entity that might be, feel free to contact me.

✓ **FIVE YEAR PARK PLAN** (*Business Item*)

Rowe Professional Services Company will begin work on the revised plan. I will keep the city council informed of any meetings, workshops, or reports.

✓ **RADAR FEEDBACK SIGNS** (*Update*)

I have begun looking into references for some of these products. There are not a lot of municipal users, since the products are newer. On the bright side, the prices are dropping very quickly. The previous report follows:

As part of the traffic calming discussion, the street committee was introduced to radar feedback signs. I have included an example of one in the packet. These instruments range in price from \$2,500 to \$4,500 for solar powered fixtures. The committee feels this could be valuable as part of a community-wide program that engages in speed awareness. Given the popularity and noted effectiveness of our speed trailer in the past, I agree.

The committee recommended that the city council invest in six of these that could be strategically placed around the city and relocated from time to time. Please let me know what you think.

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

✓ **HOURS OF OPERATION** (*Update*)

The city went live with the new hours on Monday, May 1. Let me know if you have any questions or comments.

✓ **MONTHLY REPORTS** (*Update*)

The April reports are included for your reference.

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

✓ **PLANNING COMMISSION** (*Update*)

The planning commission meeting for Tuesday, May 2, 2017 was cancelled due to a lack of agenda items. It is very quiet in this arena. The only item on the radar is the eventual discussion on the medical marijuana land uses. This is on hold awaiting state regulatory guidelines.

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

The DDA is scheduled to meet on May 11th. They are expected to act on a proposal for the purpose of planning the Sunoco site, as well as one to engage in branding efforts. Though no proposals were approved by resolution, there was an intention to proceed.

The Board will also be looking at a draft budget for the 2018 fiscal year. Once again, it appears they will have a respectable revenue of about \$60,000.

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

This board met on March 15th for their annual meeting. Mr. Packer was selected as Chair, Mr. Plumb was selected as Vice-Chair, and Mr. Smith was selected as the

Secretary. No other business is conducted. Though no business is on the horizon, a training is expected this year.

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

The park board met on April 5th. Their draft minutes are attached, which explain their activities in detail. The park board will be meeting again on May 31st to work on the parade float! This is a week earlier, at the DPW garage at 5:30 p.m.!

In addition to matters noted in the minutes, the discussion about a dedicated levy was extensive. There is an understanding that, while the current park operations are funded, there is a strong reliance on grants, fundraising, and volunteerism for new and replacement features. This brings the question of facility sustainability into question (e.g. will the city be able to replace the playscape at Elms Park?). It also created some concerns as it relates to investment in trails and other desired features. As such, I expect the long term funding of the parks to be brought up during the park plan process. Most communities rely heavily on donations and grants to supplement operations. Some do proceed with dedicated general funds or levies to ensure top-quality equipment and features.

Volunteer groups are stepping up to work on parks this year!

The United Methodist Church on Miller Road is going to tackle staining the playscape this May! They plan to be there on Friday-Saturday (May 12-13) and Saturday-Sunday (May 20-21). They will be looking for help!

Cornerstone Baptist Church is going to be painting the structures in the Winshall Park tot lot.

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

The March Board of Review Sessions have concluded. There were twelve petitioners, two clerical issues, and five disabled veteran exemptions. With some petitioners filing multiple property petitions, the total impacted parcel count is thirty.

The next meeting of the BoR is scheduled for July 18, 2017.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **BUDGET AMENDMENTS AND FISCAL YEAR 2018 BUDGET** *(Update)*

Deanna has been working diligently on the fiscal year 2018 budget. We have a draft included in this packet. Note that this is hot off the press. There will be many more adjustments and changes forthcoming. A detailed review, along with narrative summaries has not been compiled. This is for basic familiarization only! A resolution is included to hold the budget hearing at the next meeting. At that point, the budget will be refined and better explained. There will not be any intention of approving the budget at this meeting or at the meeting on May 22, 2107.

The timeline for our budget review is:

May 8, 2017: Initial review of budget and establishment of a public hearing
May 22, 2017: Second review of budget and public hearing
June 12, 2017: Third review and potential approval of budget
June 26, 2017: Optional fourth review and potential approval of budget

Summarily, budgets for all funds, street and water investment aside, are stable as it relates to revenues and expenses. You will see an expected fund balance deposit in the general fund for this year and a reduction for next year. Much of this results from the timing of revenues and expenditures of general fund monies for parking and lighting improvements. I expect the projected 2018 deficit to be trimmed before we meet again this month, indicating that we have a sustainable level of operations and investments.

The local street fund is obviously showing the impact of the bond proceeds and expenditures across the fiscal years, and the major street fund is showing the impact of finishing Winston Drive.

The waste fund is stable and within spending expectations, though showing a small deficit.

The DDA fund is expected to spend down fund balance to improve the Sunoco site.

Water and sewer are showing losses, however most of this is due to accounting depreciation. Please ignore that. Sewer is actually projected to be \$100,000 in the black after capital investment. This fund is due for a rate reduction now that the lift station has been refurbished and the debt paid off. Water is losing cash due to water main replacement, but the big question here is the impact of the water loss reduction.

The motor pool is also stable, with additions and losses based upon large purchases.

Concerning future budget instruments and processes, Deanna has many changes in mind as we move forward. However, due to competing interests for her time, most of these will need to wait until next year. For now, she is working with pre-existing templates and existing information that will set us on course for next year. There is clearly a learning curve as she familiarizes herself with her predecessor's work. We also must contend with juggling the new police funding system, the city bond issue, the impact of the dynamic street schedule, and sewer bond status. It really has been taxing (pun intended) on staff to cope with all of the changes over the last year.

As always, we have the opportunity to hold a special workshop session or informational session if the city council desires. Please contact me to perform a one-on-one regarding the budget with myself and/or Deanna.

✓ **SET BUDGET HEARING (*Business Item*)**

A resolution is included to hold a public hearing on the draft budget. We are about a meeting behind based on charter guidelines, but this is acceptable and, frankly, expected when given the modern process involved in determining Board of Review

taxable value revenues. With the hearing to be held on May 22nd, we will be in a position to approve the budget the first meeting in June.

Concerning the draft budget, please let me know if you have any questions or wish to have an in-depth conversation prior to the budget hearing. I expect to have a more thorough review and some accompanying materials for the 22nd. Note that the budget will obviously require adjusting to reflect the uncertainties related to the selection and timing of 2018 street projects.

✓ **FIRE BOARD** (*No Change of Status*)

Contrary to popular belief, the relationship between the city and township is positive, and the staff of the governments do engage in regular communication. My understanding is that BOTH entities remain committed to the interlocal agreement that enables collective fire service for Clayton and Swartz Creek. However, there are obvious cooperation issues being observed at the fire board level. After engaging leadership with the township, I believe the relationship can be mended and improved.

✓ **COMCAST FRANCHISE AGREEMENT** (*Update*)

The ten year Comcast Cable Franchise Agreement is due to expire this year. I have received the replacement. Due to changes in state statute, these franchise agreements are processed very similar to applications through the Metro Telecommunications Act. This means that the state has striped most powers for local units of government for the purpose of streamlining processes, creating uniform terms/fees, and eliminating local road blocks to geographic service.

The up side is that most of these agreements are identical, with providers expected to uphold basic, uniform standards of service, operations, rate provision, etc. The downside is that the state pretty much controls these terms, dictates the treatment of public rights of way, and makes approval mandatory within a certain timeframe.

With that said, these agreements used to be provided for by ordinance. Due to changes in state law, a resolution will suffice. Mr. Gildner's opinion on this matter is included in the packet.

Practically speaking, Comcast is the only provider of cable services in the city. The current agreement does not provide for Public Access charges (PEG), but it does include a 5% fee for operations in the city, which is the statutory maximum.

The agreement is attached, along with a resolution that maintains the current fee of 5%. The rest of the agreement is standard language that I have had Mr. Gildner take a look at. There are no objections or red flags that I believe would prohibit approval in favor of a 'default' approval under state statute.

✓ **HOMETOWN DAYS PERMITS** (*Business Item*)

Included with the packet are the resolutions related to the Hometown Days festival, including the 5K footrace. Note that the road race route has been modified due to the work on Worchester Drive. I have included the cover letter from the Hometown Days

Committee. I have also included the applications, insurance documents, property permission slips, and related documents.

An additional resolution is included for the traffic control barricade rental cost. The city has always absorbed the cost of the contracted cost for barricade rental, and has formalized this contribution formally for the last two years via resolution. Prior to this, it was unclear if the cost was billable to Hometown Days or if it was a city cost. This practice resulted in the generation of invoices that were eventually written off as uncollectable. The solution is to have the city council affirm or deny the appropriation. I wrote a resolution in the affirmative to start since this conforms to prior year expectations. The cost is not expected to exceed approximately \$1,750. The council did approve this in 2015 & 2016.

✓ **CARPET BIDS (*Business Item*)**

New carpet is desperately needed at the public safety building. This will be needed whether the tenant is the Metro Police or someone else. We have been waiting on this to see if service needs would alter the use of the building in a way that could impact floor covering. That does not appear to be the case. We have a resolution to approve the bid for carpet.

✓ **FENCE BIDS (*Business Item*)**

The city has completed extensive work on the lift station on Cappy Lane. An agreement is also in place to paint the water tower. While onsite, we noticed that the fences are in really bad shape. They also border on residential properties. My opinion is that these fences need to be replaced, and they should be replaced with screening fence to protect and enhance the residential properties around them. This is the expectation of new commercial/industrial land uses in the city. We have solicited bids for this purpose, as well as replacement chain link at the DPW yard. One bid was received, and a resolution is included to make this purchase.

While, this is a hefty chunk of change, fencing is expensive and must be provided for. On the bright side, the life is quite long, and the city will be living up to standards and expectations for the treatment of residential properties.

✓ **APPOINTMENTS (*Business Item*)**

There are a number of appointments that expire on June 30th. The mayor has made recommendations for re-appointments and appointments. A resolution is included.

✓ **EMERGENCY MANAGEMENT COORDINATOR (*Business Item*)**

Council member Hicks has some ideas about emergency management that could benefit the community. There is some thought that a volunteer committee or similar group could work to document and otherwise prepare the community for certain potential emergencies, creating an enhanced state of readiness.

Council Questions, Inquiries, Requests, Comments, and Notes

Small Cities: Swartz Creek will host Small Cities on September 6th.

Email and Server: Many have noticed the email issue we have had. In line with our technology updates, we are investing in a new primary server. The old

primary server will then be used as the email server, which is in desperate need of replacement. This should give us many more years of functionality for all technology needs with the exception of the phone system. I suspect investment will be around \$3,000 total for components and labor.

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, May 8, 2017, 7:00 P.M.**

Resolution No. 170508-4A MINUTES – APRIL 24, 2017

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, April 24, 2017, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170508-5A 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 May 8, 2017, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170508-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of May 8, 2017, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170508-8A RESOLUTION TO APPROVE RECORD STEWARDSHIP AGREEMENT WITH METRO POLICE AUTHORITY

Motion by Councilmember: _____

WHEREAS, the Swartz Creek City Council and the Mundy Township Board established the Metro Police Authority of Genesee County, effective February 1, 2017, for the purpose of conducting police services to the respective municipalities; and

WHEREAS, the certain assets and responsibilities were transferred to the Authority, including but not limited to staff, equipment, and police powers; and

WHEREAS, the City Council finds that it is in the best interest of the City to provide access to pre-existing law enforcement and personnel records in order to efficiently conduct business related to investigations, day-to-day information services, and personnel; and

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek City Council agrees to the terms and conditions of the Police Service Record Agreement, as included in the city council packet of May 8, 2017.

BE IT FURTHER RESOLVED, that the City Council authorizes the Mayor to execute said agreement on behalf of the city.

BE IT FURTHER RESOLVED, that the City Clerk shall be responsible for stewardship of said records as it pertains to the terms and conditions of their physical and/or digital storage, as agreeable to the Authority.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

*******Master Resolution*******

Resolution No. 170508-8B MASTER RESOLUTIONS: HOMETOWN DAYS PERMITS, FIRE DEPARTMENT PERMIT, FOOT RACE – CROSS COUNTRY PERMIT

Motion by Councilmember: _____

I Move the City of Swartz Creek approve Resolutions 170508-8B1 through 170508-8B9, allowing for the various permits relative to the annual Swartz Creek Hometown Days events, Swartz Creek Area Fire Department and Riverbend Striders – Cross Country, to be held beginning Tuesday, May 30, 2017 and concluding on Monday, June 5, 2017, inclusive of all stipulations and conditions as specified and listed within, including the provision of valid insurance that lists the City of Swartz Creek as an additionally insured party for all events.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170508-8B1 HOMETOWN DAYS, STREET CARNIVAL, GENERAL STREET & PROPERTY USE PERMITS

I Move the City of Swartz Creek approve and authorize the Swartz Creek Hometown Days Committees' application for street closing and City property use permits for the following locations:

1. Morrish between Miller and Ingalls-Wade, Carnival.
2. Holland between Miller and Ingalls, Vendor – Carnival.
3. City Lot located at the southwest corner of Miller and Morrish, Carnival.
4. Ingalls at Holland and Park Land located to the North and Northwest of the intersection of Morrish and Ingalls, Carnival.
5. City owned property located along the North side of Fortino, West of Morrish Road, Car Show, Vendors, and Radio D.J., general parking.
6. City owned property, 4438 South Morrish Road.
7. City owned property, 4505 Fortino.
8. City owned property, Fortino (Branoff)
9. Fire Hall out lot properties.
10. Use of DPW Yard and Generator (access subject to department).

Street and City property use, unless otherwise indicated, begins Tuesday, May 30, 2017 at 9:00 a.m. until Monday June 5, 2017 at 9:00 A.M., for the purpose of, and authorization to conduct a carnival, vendor/display areas, car show and or other similar events under the following stipulations:

1. Insurance certificate naming the City as insured in the amount not less than \$1,000,000.00 (One-Million Dollars)
2. Written permission from deed holders of any private properties to be used and appropriate insurance certificates naming such parties as additional insured: City of Swartz Creek, Cooks Diesel 5248 Morrish Road; William Kincaid & Kincaid Properties 5086 South Morrish: St. Mary's Catholic Church 4413 Morrish Road; John Alexander; Pentecostal Church of God / Family Worship Center 4494 Morrish Road; Mark O'Brien 5099 South Morrish; Kallas Heating and Cooling 8077 Miller; Swartz Creek Schools 8354 Cappy (High School Middle School); Scott Hoover 8280 Crapo; Swartz Creek Area Fire Department; Meijer Great Lakes Limited; Kevin McNault.
3. Sufficient number of portable bathrooms placed and located, and liter control program in accordance and under the approval of Director of Community Services.
4. General approval of the Chief of Police. Traffic control and pedestrian safety plan in accordance with and under the approval of office of Chief of Police.

Resolution No. 170508-8B2 HOMETOWN DAYS, STREET USAGE PERMIT, MOTOR AND PEDESTRIAN PARADE

I Move the Swartz Creek City Council approve and authorize the Swartz Creek Hometown Days Committees' application for street closing / usage permit for Saturday, June 3, 2017 from 9:00 a.m. until 12:30 p.m. for purposes of conducting a parade, streets to be used include the high school performing arts center entrance, Miller Rd, and Frederick St under the following stipulations:

1. Insurance certificate naming the City as an additional insured party in the amount not less than \$1,000,000.00 (One Million Dollars).
2. No candy or other objects be thrown or handed from, to or at any vehicle, trailer, float, or similar, and further, that the Hometown Days Committee establish and maintain a list of all participants and/or entries in the parade that identifies a contact person, such contact to be informed by the Hometown Days Committee of the stipulation and motor vehicle code enforcement actions for violations thereof.
3. General approval, and under the direction and control of the Office of the Chief of Police.

Resolution No. 170508-8B3 HOMETOWN DAYS PERMIT, AERIAL FIREWORKS DISPLAY

I Move the Swartz Creek City Council approve and authorize the Swartz Creek Hometown Days Committee’s application for one fireworks aerial display to be held on Friday, June 2, 2017, at or shortly after dusk, with a cancellation date of Saturday, June 3, 2017, at or shortly after dusk, to be launched from properties directly west of the Swartz Creek Middle School Building, said properties owned by the Swartz Creek School District and Mr. Scott Hoover, under the following stipulations and conditions:

1. Insurance certificate naming the City as insured in an amount to be determined adequate by the City Manager.
2. Written permission from the aforementioned parcel owners along with acceptable insurance certificates naming said parcel owners as additional insured parties, in an amount to be determined adequate by the City Manager.
3. Traffic Control Plan and administration by the Offices of Chief of Police and Director of Community Services.
4. Detailed Plan submitted to and approved by the Fire Chief.
5. All decisions concerning the event and cancellation thereof, if needed, under the direction and control of the Fire Chief.

Resolution No. 170508-8B4 HOMETOWN DAYS PERMIT, OPERATE ENTERTAINMENT TENT

I Move the Swartz Creek City Council approve and authorize the Swartz Creek Hometown Days Committee application to operate an entertainment tent with the sale of beer and wine for consumption on the premises, along with live entertainment, to be held on Parcel No. 58-02-200-014, owned by William Kincaid and located 5086 Morrish Road, south of Wade Street, beginning Thursday, June 2, 2016 12:00 PM through Sunday, June 4, 2017, 9:30 PM, under the following stipulations:

1. Michigan Liquor Control Commission Approved Application with appropriate insurance in accordance with the rules of the L.C.C. and naming the City and all other property owners as additional insured parties, in an amount not less than \$1,000,000 (One Million Dollars).

2. Portable bathrooms appropriately located and litter control program in accordance and under the approval of Director of Community Services.
3. Traffic control and pedestrian safety plan in accordance with and under the approval of Office of Chief of Police.
4. Adherence to all L.C.C. stipulations and regulations, state and local laws.
5. No music after 11:00 p.m. Thursday, June 1, 2017 and after 1:30 a.m. on Friday, June 2, 2017 (Saturday Morning), and Saturday, June 3, 2017 (Sunday Morning), and Sunday, June 4, 2017, 9:30 PM.
6. Adequate security as approved by the Chief of Police.
7. Adherence to and under the direction and control of the Office of the Chief of Police.

**Resolution No. 170508-8B5 HOMETOWN DAYS PERMIT, CEREMONIAL
DISCHARGE OF A FIREARM**

I Move the Swartz Creek City Council, pursuant to section 10-212(3) of the Code of Ordinances, approve and authorize the Swartz Creek Hometown Days Committee to discharge weapons as a part of a military concert and ceremonial military honor guard, to be held at the Swartz Creek High School's outdoor football stadium, on Friday, June 2, 2017, at approximately 9:00 p.m., in conjunction with a concert and aerial fireworks display, with a backup rain date of Saturday, June 3, 2017 at approximately 9:00 p.m. under the following stipulations and conditions:

1. Insurance certificate naming the City as an additional insured party in an amount not less than \$1,000,000.00 (One Million Dollars).
2. The party(ies) discharging the weapon(s) must be a practicing military honor guard trained and capable in the handling of firearms.

**Resolution No. 170508-8B6 HOMETOWN DAYS PERMIT, CEREMONIAL
DISCHARGE OF A FIREARM**

I Move the Swartz Creek City Council, pursuant to section 10-212(3) of the Code of Ordinances, approve and authorize the Swartz Creek Hometown Days Committee to discharge weapons in conjunction with a Parade and as a ceremonial military honor guard, to be held along Miller Road on Saturday, June 3, 2017, at approximately 10:00 A.M., under the following stipulations and conditions:

1. Insurance certificate naming the City as an additional insured party in an amount not less than \$1,000,000.00 (One Million Dollars).
2. The party(ies) discharging the weapon(s) must be a practicing military honor guard trained and capable in the handling of firearms.

**Resolution No. 170508-8B7 WAIVER OF INSPECTION FEE, HOMETOWN DAYS
COMMITTEE**

I Move the City of Swartz Creek waive the permit fees for the temporary structure (trailer) and electrical permit inspection fees for the Swartz Creek Hometown Days Committee.

Resolution No. 170508-8B8 TRAFFIC CONTROL APPROPRIATION

I Move the City of Swartz Creek provide traffic control devices to ensure the safety of the public during the duration of the Swartz Creek Hometown Days event and hereby direct the Director of Public Works to order or supply barricades sufficient to do so at a cost not to exceed \$1,750, appropriated to the community promotions department of the general fund.

Resolution No. 170508-8B9 STREET USE PERMIT, ANNUAL 5K ROAD RACE, SWARTZ CREEK CROSS COUNTRY – RIVERBEND STRIDERS

Motion by Councilmember: _____

I Move the City of Swartz Creek approve the application for a street usage permit to conduct a 5 kilometer foot road race on Thursday, June 1, 2016, 5:00 PM – 8:00 PM, applicant: the River-Bend Striders - Swartz Creek Cross Country Team, in the care of Mr. Allen Murphy, race to be held in Winchester Village Subdivision, in accordance with the application submitted, under the direction and control of the Chief of Police and contingent upon the provision of valid insurance listing the City of Swartz Creek as an additionally insured party.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170508-8C RESOLUTION TO PAY OUTSTANDING PRINCIPLE AND INTEREST FOR GENESEE COUNTY SEWER BOND OBLIGATIONS

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek has a debt obligation to Genesee County for the retirement of the western trunk sewer extension bond, said bond scheduled for final payment in 2026, and

WHEREAS, the city has analyzed the debt interest rate and associated costs in conjunction with current funds available to pay this debt in full, without penalty, and found there to be a present value of \$61,350.43 to early payoff; and

WHEREAS, the city council finds that early payment of this debt will serve a public purpose to reduce overall interest charges and immediate reduce expense needs of the sewer fund;

NOW, THEREFORE, BE IT RESOLVED by the City of Swartz Creek that the monies to meet the principal and interest requirements and all bond obligations for sewer facilities will be secured from the following funds:

SOURCE OF FUNDS

Funds Already Available	<u>\$458,970.19</u>
Sewer Fund Total	<u>\$458,970.19</u>
Grand Total	<u>\$458,970.19</u>

BE IT FURTHER RESOLVED that the city treasurer is authorized to amend the Sewer Fund to incorporate the addition of this appropriation and payment.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170508-8D RESOLUTION TO APPROVE FENCE BID

Motion by Councilmember: _____

WHEREAS, the city finds it necessary to remove and replace fencing around the water tower, at the city’s lift station site, and at the city garage; and

WHEREAS, these facilities are in or near residential neighborhoods; and

WHEREAS, the city desires to make these facilities secure while providing the appropriate amount of screening; and

WHEREAS, in accordance with the City’s Purchasing Ordinance, Chapter 2, Article VI, Section 2-402, the city solicited sealed bids for the provision and installation of chain link fence and vinyl screening fence; and

WHEREAS, the city received one valid bid; and

WHEREAS, the low bidder is qualified.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek City Council accepts the low bid of \$39,504 for the replacement of 645 feet of six foot tall vinyl fence and 270 lineal feet of chain link fence, said bid submitted by Action Fence of Lapeer, Michigan, expenses to be distributed to the Motor Pool Fund, Water Fund, and Sewer Fund as directed by the Treasurer.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170508-8F RESOLUTION TO APPROVE CARPET BID

Motion by Councilmember: _____

WHEREAS, the city finds it necessary to remove and replace the carpet in certain areas of the public safety building; and

WHEREAS, this process requires approximately 1,962 square feet of carpet tile; and

WHEREAS, in accordance with the City’s Purchasing Ordinance, Chapter 2, Article VI, Section 2-402, the city solicited sealed bids for this project; and

WHEREAS, the city received one valid bids; and

WHEREAS, the low bidder is qualified.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek City Council accepts the low bid of \$6,955.76 for the replacement of 1,962 square feet of carpet, said bid submitted by Owosso Carpet Center, Inc., expenses to be distributed to the General Fund.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170508-8G

RESOLUTION TO APPROVE CONSUMERS ENERGY LIGHTING REMOVAL AND REPLACEMENT WORK ORDERS

Motion by Councilmember: _____

WHEREAS, the street lights in the city are owned and operated by Consumers Energy Company (CE), a Michigan utility with principle offices located at One Energy Plaza, Jackson MI, 49201; and

WHEREAS, CE is the sole provider of street lights, electrical delivery, and maintenance on said lights in the County of Genesee, including Swartz Creek City; and

WHEREAS, CE supplies street lighting services to the city under a current standard street lighting contract which outlines specific fixture counts and types, said contract restated on November 1, 2014 and revised and approved by the city council as recently as April 24, 2017; and

WHEREAS, the City approved additional changes to the street lighting services agreement that include changes to lighting types and subsequent billing for LED and decorative lighting; and

WHEREAS, Consumers Energy now seeks affirmation of the work orders to remove the existing lighting and install new lighting in accordance with the restated and amended lighting contract.

NOW THEREFORE, BE IT RESOLVED, it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of Swartz Creek, dated November 1, 2014, in accordance with the Authorization for Change in Standard Lighting Contract dated June 30, 2017.

BE IT FURTHER RESOLVED, that it is hereby deemed advisable to enter into a contract with Consumers Energy Company for furnishing lighting service within the City of Swartz Creek for a period of one year and thereafter from year to year, in accordance with the terms of the contract heretofore submitted to the city council.

BE IT FURTHER RESOLVED, that the city agrees to the terms and conditions of forms 547 and 548 as included in the city council packet of May 8, 2017 and further directs the Mayor to execute said forms that represent the aforementioned terms and conditions.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170508-8H

RESOLUTION TO APPROVE COMCAST FRANCHISE AGREEMENT RENEWAL

Motion by Councilmember: _____

WHEREAS, Pursuant to 2006 Public Act 480, MCL 484.3301 et seq, any Video Service Provider seeking to provide service in one or more service areas in the stat of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government; and

WHEREAS, Comcast of Flint, Inc., a Michigan Corporation doing business as Comcast, has a preexisting franchise agreement with the City of Swartz Creek; and

WHEREAS, Comcast is seeking a renewal franchise agreement with a video service area footprint as promulgated by Section 2(3e) of the Act, Option C (Attachment 1); and

WHEREAS, the City finds the application and agreement to be within the terms and conditions of applicable statute; and

WHEREAS, the City finds that the current rate of 5%, as applied to Section 6A of the agreement remains in the best interest of the city; and

WHEREAS, action by the city is required within 30 days of receipt of the agreement, which will be May 21, 2017.

NOW THEREFORE, BE IT RESOLVED, the City of Swartz Creek City Council hereby approves the Michigan Uniform Video Service Local Franchise Agreement Renewal for Comcast, as included in the city council packet of May 8, 2017, with the provision that the fee by set at 5%.

BE IT FURTHER RESOLVED, the City of Swartz Creek City Council hereby authorize the Mayor to execute this agreement on behalf of the city.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170508-8I RESOLUTION TO MAKE COMMISSION AND BOARD APPOINTMENTS

Motion by Councilmember: _____

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

- | | | |
|-------------|---|--------------------------|
| #170508-811 | <u>MAYORAL APPOINTMENT:</u>
Board of Review
Three Year Term Expiring June 30, 2020 | Joseph Edgerton |
| #170508-812 | <u>MAYORAL APPOINTMENT:</u>
Zoning Board of Appeals Alternate
Three Year Term Expiring June 30, 2020 | Samantha Fountain |
| #170508-813 | <u>MAYORAL APPOINTMENT:</u>
Planning Commission
Three Year Term Expiring June 30, 2020 | Douglas Stephens |
| #170508-814 | <u>MAYORAL APPOINTMENT:</u>
Planning Commission
Three Year Term Expiring June 30, 2020 | Betty Binder |
| #170508-815 | <u>MAYORAL APPOINTMENT:</u>
Zoning Board of Appeals
Three Year Term Expiring June 30, 2020 | Douglas Stephens |
| #170508-816 | <u>MAYORAL APPOINTMENT:</u>
Zoning Board of Appeals
Three Year Term Expiring June 30, 2020 | Ron Smith |

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170508-8J RESOLUTION TO ESTABLISH A DATE FOR THE PUBLIC HEARING REGARDING THE 2017-2018 FY BUDGET

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek observes a fiscal year, beginning on July 1 of each year; and,

WHEREAS, the City Charter requires a public hearing on the proposed budget and encourages adoption prior to the third Monday in May; and,

WHEREAS, city staff have prepared budget revenues and expenses in draft form in the timeliest manner practical based upon determinations available for taxable value.

NOW, THEREFORE BE IT RESOLVED the City of Swartz Creek hereby sets a Public Hearing, to be held on Monday, May 22, 2017 at 7:00 PM, at the regularly scheduled City Council Meeting, or as soon thereafter as this matter can be heard, to hear public comments and needs regarding the Proposed 2017-2018 Fiscal Year Budget, and further, post a notice of the public hearing in the View News, with a copy of the proposed budget to be available in the Clerk's Office beginning May 11, 2016.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 04/24/2017**

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: Cramer, Florence, Gilbert, Hicks, Krueger, Pinkston, Porath.

Councilmembers Absent: None.

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

Others Present: Richard Abrams, Lania Rocha, Steve Shumaker, Jim Barclay, Lou Fleury, Steve Long, Tommy Butler, Joel McRee, Faye Porath.

APPROVAL OF MINUTES

Resolution No. 170424-01

(Carried)

Motion by Councilmember Porath
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday April 10, 2017, to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 170424-02

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Agenda as, printed for the Regular Council Meeting of April 24, 2017, to be circulated and placed on file.

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

CITY MANAGER'S REPORT

Resolution No. 170424-03

(Carried)

Motion by Councilmember Florence
Second by Councilmember Gilbert

I Move the Swartz Creek City Council accept the City Manager's Report of April 24, 2017, including reports and verbal communications and recordings, to be circulated and placed on file.

Discussion Ensued.

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

MEETING OPENED TO THE PUBLIC:

Lou Fleury, Rowe Professional Services Co., gave an update on street construction. Trees are down on Chesterfield, the big pieces will be removed and followed up by stump grinding.

Richard Abrams, resident at 5352 Greenleaf Drive, informed everyone on the great performance by US Navy Band Sea Chanters at the PAC last Saturday night.

COUNCIL BUSINESS:

RESOLUTION TO APPROVE 2018 STREET PROJECT BID PROPOSAL

Resolution No. 170424-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Cramer

WHEREAS, the City of Swartz Creek owns, operates, and maintains a system of major streets, local streets, and water main, and

WHEREAS, the city has a twenty year asset management plan on file that is funded in part by a twenty year street levy, and

WHEREAS, this plan, which includes various levels of preventative maintenance, preservation, and reconstruction on city streets, as well as water main replacement, was assessed by the Street Project Selection Committee at its meeting on April 5, 2017, and

WHEREAS, the committee recommends seeking bids for a reconstruction project for completion in 2018 (year three), and

WHEREAS, such projects must be bid timely in order for construction to commence in 2018 with optimal pricing and the reconstruction portion requires much more lead time for preliminary engineering, and

WHEREAS, with preventative maintenance and rehabilitation projects have yet to be recommended by the Street Project Review Committee, due to uncertainties in the current contract for 2017 projects

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek City Council affirms the recommendation of the Street Project Selection Committee to commence engineering work for the Daval Drive street and water main, a reconstruction project expected to cost \$960,000

BE IT FURTHER RESOLVED, that the City Council approves the engineering proposal by ROWE Professional Services Company, dated April 13, 2017, for an amount not to exceed \$62,380 for design and bidding services related to the above projects, with appropriations to be made to Fund 101 (General), Fund 202 (Major Streets), Fund 203 (Local Streets), Fund 204 (Municipal Streets) and Fund 590 (Water) as directed by the treasurer.

BE IT FURTHER RESOLVED, that the City Council directs the Mayor to execute said engineering proposal on behalf of the city.

BE IT FURTHER RESOLVED, that the City Council hereby extends the appointments and charge of the Street Project Review Committee through July 31, 2017 in order to make recommendations for additional 2018 street projects.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

RESOLUTION EXTENDING UNIT PRICES FOR SEWER INSPECTION AND LINING PROJECTS

Resolution No. 170424-05

(Carried)

Motion by Councilmember Gilbert

Second by Mayor Pro Tem Pinkston

WHEREAS, the city selected Liqui-Force Services (USA) Inc., to perform certain sewer inspections and repairs in December 2008; and

WHEREAS, Liqui-Force Services Inc., was selected based upon a competitive request-for-proposal process that included fixed unit costs for services; and

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

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

WHEREAS, Liqui-Force has offered to further extend their unit costs through June 30 of 2019; and

WHEREAS, the city finds the value, quality, and predictability of the pricing for such services to be beneficial to the city.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek hereby approves the extension of the unit costs and service affiliation, included other applicable terms and conditions of the original agreement for service, with Liqui-Force Services (USA) Inc., said pricing to be valid through June 30, 2019.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE 2017 SEWER LINING PROJECTS

Resolution No. 170424-06

(Carried)

Motion by Mayor Pro Tem Pinkston
Second by Councilmember Cramer

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

WHEREAS, based upon the quality and reliability of work performed, Liqui-Force has remained the city's contractor for these specialized services past the original 2012 term of the contract; and

WHEREAS, Liqui-Force has agreed to extend their unit costs through June of 2019 for the purpose of completing work on the sanitary sewer system; and

WHEREAS, the city council agreed to extend said units prices at their regular meeting on April 24, 2017; and

WHEREAS, additional sewer rehabilitation work has been identified by staff and the city engineer based upon 2015-2016 inspections and consultation with the 20 year sewer plan.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek hereby approves the proposal and associated unit costs, in part, to perform rehabilitation on the sanitary sewer system as outlined for Chelmsford MH 180-184, as well as Valleyview MH 54 to MH 216 to MH 221, on the updated proposal dated April 17,

2017, in the amount of \$149,965, plus a 20% contingency, funds to be appropriated to the Sewer 591 fund.

BE IT FURTHER RESOLVED the City of Swartz Creek hereby approves the proposal and associated unit costs, in part, to perform inspection of the sanitary sewer system as outlined for Winshall Drive MH 1-12, on the updated proposal dated April 17, 2017, in the amount of \$25,753, plus a 20% contingency, funds to be appropriated to the Sewer 591 fund.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

RESOLUTION TO ASSESS DELINQUENT WATER, SEWER, WEEDS, SIDEWALKS, AND STREET IMPROVEMENTS

Resolution No. 170424-07

(Carried)

Motion by Councilmember Porath
Second by Councilmember Cramer

WHEREAS, the city, by virtue of enforcing certain ordinances and charter provisions, incurs expenses related to the improvement, maintenance, and/or replacement of private and public property; and

WHEREAS, the city also provides utility services, of which some recipients of said services have outstanding and overdue balances related to the same; and

WHEREAS, the city's ordinances related to the provision of water and sewer services, as well as those pertaining to the maintenance of sidewalks and noxious weeds, provide for the collection of expenses and related fees; and

WHEREAS, such outstanding expenses, services charges, and fees are able to be assessed to real property per Chapter 10 of the City Charter.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek direct the Treasurer to prepare an audit of all outstanding debts owed to the City for delinquent water, sewer, mowing, sidewalk repairs, and sidewalk snow removal, and further, to cause such debts to be assessed against the property owner of record, in accordance with City Ordinance and State Statute, said debts to be placed against the summer 2017 tax collection roll.

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

NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE CONSUMERS ENERGY LIGHTING CONTRACT ADDITION

Motion by Councilmember Cramer
Second by Councilmember Florence

WHEREAS, the street lights in the city are owned and operated by Consumers Energy Company (CE), a Michigan utility with principle offices located at One Energy Plaza, Jackson MI, 49201; and

WHEREAS, CE is the sole provider of street lights, electrical delivery, and maintenance on said lights in the County of Genesee, including Swartz Creek City; and

WHEREAS, the operations and terms, including pricing, under which such services are delivered are regulated by the Michigan Public Service Commission; and

WHEREAS, CE supplies street lighting services to the city under a current standard street lighting contract which outlines specific fixture counts and types, said contract restated on November 1, 2014; and

WHEREAS, this contract has been revised and approved by the city council as recently as April 10, 2017; and

WHEREAS, additional changes in lighting types and subsequent billing for LED and decorative lighting have been requested by the city; and

WHEREAS, approval of the amended contract is required to effect this change.

NOW THEREFORE, BE IT RESOLVED, the City of Swartz Creek City Council hereby agrees to the proposed amendments to the CE street lighting contract, as included in the city council packet for April 24, 2017, and further directs the Mayor to execute said contract.

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

Radar Feedback Signs

Discussion

Adam Zettel, City Manager commented that the street project review committee would like the council's feedback on purchasing radar feedback signs to attempt to address traffic calming. These would be, if chosen to purchase, funded out of the street funds. Councilmember Porath commented that they do get your attention. Councilmember Hicks concerned on battery life and costs related to that. Mr. Zettel asked if council is interested he would come back at future meeting with more information. Councilmember Florence commented this may be something we could use on Seymour Road. Councilmembers consensus is they would like more information about them.

RESOLUTION TO APPROVE A PROFESSIONAL SERVICE AGREEMENT FOR PARK PLAN AMENDMENT SERVICES

Resolution No. 170424-09

(Carried)

Motion by Councilmember Florence
Second by Councilmember Cramer

WHEREAS, the City of Swartz Creek owns operates and maintains a system of parks in the community, including grounds, facilities, and equipment; and

WHEREAS, the State of Michigan requires municipalities to have a valid five year park and recreation plan on file in order to be eligible for related state support and grants; and

WHEREAS, the validity of said plans is conditioned upon the meeting of certain narrative, procedural, and technical process and content; and

WHEREAS, the current plan that the city maintains was approved by the city council on January 28, 2013 and will expire on December 31, 2017; and

WHEREAS, the city desires to retain a valid plan so that grant eligibility is not compromised and so that the community may rely on current information and goals when establishing annual park related objectives; and

WHEREAS, Rowe Professional Services Company, the creator and amender of the city's current park plan, has submitted a professional service quote and scope of work to amend the existing plan so that it complies with the State of Michigan Department of Natural Resources requirements.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek City Council accepts the proposal, dated April 13, 2017, in the amount of \$5,500 for completion of the 2018 City of Swartz Creek Five Year Park and Recreation Plan.

BE IT FURTHER RESOLVED that the City Council hereby directs the city manager to sign the professional service proposal; to post public workshop, meeting, and hearing notices as needed; and to submit necessary documents to the DNR to secure approval of the plan.

Discussion Ensued.

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

RESOLUTION TO PURCHASE ROAD SALT

Resolution No. 170424-10

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Gilbert

WHEREAS, the city finds it necessary to control ice and snow accumulation on public streets and parking areas with the application of road salt during winter months; and

WHEREAS, this process requires approximately 1,100 tons of rock salt during a winter season; and

WHEREAS, the City's Purchasing Ordinance, Chapter 2, Article VI, Section 2-406 provides for and encourages cooperative government purchasing practices; and

WHEREAS, the Genesee County Road Commission has previously bid and/or negotiated the purchase of rock salt for application to public rights of way during those relentless and invasive Michigan winters; and

WHEREAS, the GCRC negotiated a salt price for the coming winter, with year over year decrease, with Detroit Salt Company of 12841 Sanders St., Detroit, at a unit cost of \$53.40 per ton, and a cooperative purchasing invitation has been extended to the City from the Genesee County Road Commission on April 18, 2017; and

WHEREAS, the City finds the per-ton cost of \$53.40 to be extremely competitive.

NOW, THEREFORE, I MOVE the City of Swartz Creek City accept the Genesee County Road Commission's cooperative purchasing agreement and appropriate an amount not to exceed \$58,740, plus 10% contingency, for the purchase of rock salt from the Detroit Salt Company, expenses to be distributed proportionate to use at the direction of the City's Treasurer.

Discussion Ensued.

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

COMMISSION APPOINTMENT

Resolution No. 170424-11

(Carried)

Motion by Councilmember Gilbert
Second by Mayor Pro Tem Pinkston

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

#170424-11 MAYORAL APPOINTMENT:

Nicole LaBeau

Downtown Development Authority

Remainder of Four - Year Term Expiring March 31, 2018

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

MEETING OPENED TO THE PUBLIC:

Joel McRee, resident at 5063 Brady Street, spoke of the speeding and careless driving on Ingalls, especially in the morning. He thinks if an officer sat down there in the morning he would be giving out a lot of tickets. He also complained that the bicycle lane was being used as a turning lane.

Richard Abrams, resident at 5352 Greenleaf Drive, he wanted to mention the loss of a resident, Lloyd Coon who passed away and he will sadly miss him.

REMARKS BY COUNCILMEMBERS:

Councilmember Porath commented on the speed limit on Morrish Road headed south into town. He would like it to be raised.

Councilmember Cramer wanted to thank everyone for all the hard work the city team puts together and makes happen. We were honored by the Navy's performance at the PAC. He wanted to know how close the city is in regards to being a redevelopment ready community. Mr. Zettel commented the process will take at least six months.

Councilmember Florence commented on stop signs and speed limits. He doesn't think stop signs work well, people don't stop.

Councilmember Hicks the PAC is quite an asset to the city. The Easter egg hunt was cute and thanked all who helped, especially Jim Barclay and Connie King.

Councilmember Gilbert attended the GAIN meeting and reported numbers for the last six months. He also commented about Frontier working on poles and hopes that the one on his property will be taken down one day.

Mayor Pro Tem Pinkston mentioned the speed limit on Seymour Road. He reported the Winchester Crime Watch fundraiser raised almost \$1800 and they will be using that money to purchase neighborhood crime watch signs and he wanted to thank Jim Barclay everything.

Mayor Krueger really like the new name pins the councilmembers received.

ADJOURNMENT

Resolution No. 170424-12

(Carried)

Motion by Councilmember Pinkston
Second by Councilmember Gilbert

I Move the Swartz Creek City Council adjourn the regular meeting at 8:41 p.m.

Unanimous Voice Vote.

David A. Krueger, Mayor

Connie Eskew, City Clerk

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
PARK AND RECREATION ADVISORY BOARD
MINUTES OF REGULAR MEETING
May 3, 2017

Meeting called to order at 6:00 p.m. by Rae Lynn Hicks at the Paul D. Bueche Municipal Building.

Members Present: James Barclay, Ryan Bueche, Rick Henry, Rae Lynn Hicks, Joe Perreault, & Dennis Reno

Members Absent: Larry Cummings, Connie Eskew, & Trudy Plumb

Staff Present: Adam Zettel & Tom Svrcek

Others Present: Lania Roche, Steve Shumaker, & Dennis Pinkston

APPROVAL OF AGENDA: Motion by Henry, to approve agenda of May 3, 2017, supported by Barclay.
Motion carried.

APPROVAL OF MINUTES: Motion by Henry, to approve minutes of April 5, 2017, supported by Bueche
Motion carried.

MEETING OPEN TO THE PUBLIC: Mr. Pinkston said he was present to make sure everyone stayed honest!

COMMUNICATIONS TO THE BOARD:

- A. April 5, 2017 Minutes
- B. Staff Letter
- C. Park Plan Update Work Scope
- D. Draft Trail Schematics
- E. Equipment Prices and Fundraising Proceeds

REPORTS:

- A. DPW REPORT: Mr. Svrcek said the parks were open and functioning. He was preparing for a number of volunteer clean up days in May that would involve the cemetery, Elms Park playscape and Winshall Park tot lot. He noted that mowing was problematic in low areas due to the rain, but they will catch up.

OLD BUSINESS:

- A. Elms Park Updates: The contractor will do the concrete work in August, perhaps beginning the last week of July.
- B. Fundraising:
 - a. Mr. Zettel stated that the anonymous donor indicated he/she would send a check for \$4,250 to support the tot lot. This would bring the current total received up to \$17,371.72.
 - b. There was discussion about using clearance equipment. After much conversation, it was thought that this option should be exercised in the

future. However, because the current purchase was so widely referenced in donation solicitation, it was felt that the savings could undermine the project. Site planning for the tot lot will begin in July. Joe said he would help.

- c. Mr. Reno is going to put effort into the pumpkin sale.
- d. Ryan will select a spot for the parade, Adam will order the banner, Rae Lynn has a trailer, and others will supply float props. The float will be assembled at the DPW yard beginning at 5:30 p.m. on Wednesday, May 31.
- e. Ryan said he would be available for the slip and slide. The date was set. Also, Mr. Svrcek will work on getting carpet padding.

NEW BUSINESS:

- A. Trail Updates: Schematic plans were included in the packet. Adam indicated that alternates were in the works for phase 3 and phase 2, which would include shorter, less expensive routes. However, more owners may need to be involved in these options. Detailed renderings will be reviewed at a future meeting.
- B. Park Plan Update: Rowe will be working on the next generation park plan. This plan will update needs and assets based upon recent changes (e.g. Elms updates, disc golf need, dog park, etc.). The plan is also expected to include a more pronounced and defined trail plan. Discussion ensued about a specific levy to fund parks. This was not pursued as a recommendation to the city council at the current time, but the need for it is something that could be discussed with the new park plan.

MEETING OPEN TO THE PUBLIC: No comments.

BOARD MEMBER COMMENTS: Assistance in preparing equipment at Winshall Park for paint was requested. Tom said he could have city crews address this. Pavers under a bench at the Winshall tot lot were noted as broken.

ADJOURNMENT: Meeting adjourned at 7:25 p.m.

NEXT MEETING: **May 31, 2017, 5:30 p.m. at the Department of Public Works building.**

Connie Eskew, Secretary

05/02/2017

CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 04/01/2017 - 04/30/2017

Highlighted amount is total for that vendor

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
04/04/2017	43402	FIDELITY SECURITY LIFE INSUR/EYEMED	APRIL 17 VISION RETIREES(6)/COBRA(1)	33.19
04/10/2017	43403	ADS PLUS PRINTING LLC	NAMEPLATES (2)/BARCLAY/K BROWN	32.00
04/10/2017	43404	ARROW UNIFORM RENTAL	MATS, SUPPLIES UNIFORMS, MATS, SUPPLIES, ENV.	32.72 101.89 134.61
04/10/2017	43405	BRADYS BUSINESS SYSTEMS	COPY MACH MAINT AGREEMENT	1,047.87
04/10/2017	43406	BRIANA SANDERS	UB REFUND FOR 5185 WINSHALL	73.85
04/10/2017	43407	CITY OF SWARTZ CREEK	12/20/16-3/20/17 UB 8083 CIVIC 12/20/16-3/20/17 UB 8095 CIVIC 12/20/16-3/20/17 UB 8100 CIVIC 12/20/16-3/20/17 UB 4125 ELMS 12/20/16-3/20/17 UB 5121 MORRISH 12/20/16-3/20/17 UB 5363 WINSHALL 12/20/16-3/20/16 UB 8059 FORTINO	447.27 180.35 1,115.07 273.27 165.89 273.27 51.22 2,506.34
04/10/2017	43408	CLARK FIRE & SAFETY INC	FIRE EXT. MAINTENANCE	450.50
04/10/2017	43409	CONSUMERS ENERGY	3/6-4/3/17 A 4510 MORRISH RD	32.92
04/10/2017	43410	CONSUMERS ENERGY	3/6-4/3/17 A 5121 MORRISH RD	817.50
04/10/2017	43411	CONSUMERS ENERGY	3/6-4/3/17 A 5257 WINSHALL DR	22.57
04/10/2017	43412	CONSUMERS ENERGY	3/6-4/3/17 A 5361 WINSHALL DR 8369	24.31
04/10/2017	43413	CONSUMERS ENERGY	3/6-4/3/17 A 5361 WINSHALL DR #2 RESTRMS	25.51
04/10/2017	43414	CONSUMERS ENERGY	3/6-4/3/17 A 8059 FORTINO DR	53.28
04/10/2017	43415	CONSUMERS ENERGY	3/6-4/3/17 A 8083 CIVIC DR	705.40
04/10/2017	43416	CONSUMERS ENERGY	3/6-4/3/17 A 8095 CIVIC DR	794.79
04/10/2017	43417	CONSUMERS ENERGY	3/6-4/3/17 A 8011 MILLER RD	22.57
04/10/2017	43418	CONSUMERS ENERGY	3/6-4/3/17 A 8100 CIVIC DR	1,185.44
04/10/2017	43419	CONSUMERS ENERGY	3/6-4/3/17 A 8499 MILLER RD	24.44
04/10/2017	43420	CONSUMERS ENERGY	3/6-4/3/17 A 9099 MILLER RD	31.78
04/10/2017	43421	CONSUMERS ENERGY	3/1-3/31/17 SIRENS TRAFFIC LIGHTS 1997	27.08
04/10/2017	43422	CONSUMERS ENERGY	3/1-3/31/17 TRAFFIC LIGHTS 1781	408.99
04/10/2017	43423	CONSUMERS ENERGY	3/1-3/31/17 ELMS PARKING LOT AREA LIGHTS	28.40
04/10/2017	43424	CONSUMERS ENERGY	3/1-3/31/17 4524 MORRISH RD	43.23
04/10/2017	43425	DONALD KORTH	REWIRED FAX LINE AND INSTALLED FAX UPDATE WORK STATIONS CITY HALL/POLICE	100.00 300.00 400.00
04/10/2017	43426	FAMILY FARM AND HOME INC	GLOVES 3 PR GLOVES	46.97 8.49 55.46
04/10/2017	43427	FERGUSON WATERWORKS #3386	R900 V4 WALL MIU (20)	1,980.00
04/10/2017	43428	FLINT JOURNAL	1 YR SUBSCRIPTION 4/1/17-4/1/18	244.40
04/10/2017	43429	FLINT WELDING SUPPLY	FAX/CYLINDER COMPRESSED OXYGEN	5.00
04/10/2017	43430	GILL ROYS HARDWARE	HUMIDIFIER TREATMENT PAINT/PAINTING SUPPLIES CORNER IRON (2) NUTS, BOLTS, SCREWS RED STORAGE HOOK (2) SHELF (2)/TILE BIT/BRACKET (4)/FASTENERS SAND PAPER 4 PC PAINT BRUSH SET SOAP/CLEANING PRODUCTS/PROPANE REFILL POWER BIT/NUTS, BOLTS, SCREWS	9.59 181.07 5.18 31.92 4.78 25.85 0.59 8.99 44.52 2.21

			12 PK JERSEY GLOVES	8.99
			8-HOLE PAD/KRAZY GLUE	32.57
			MAGNETIC KEY HOLDER	2.99
			GLOVES (2)/SCOOP	26.57
			BACTERIA TREATMNT/CLEANER/SOAP (2)	17.56
			QUIK J B WELD EPOXY	6.99
			TIDE	17.99
			ALMOND ENAMEL/PAINT/BRUSH SET	21.17
			1 GAL WHITE PAINT/BRUSH	35.78
			RETURN WHITE SHELF	(11.18)
			MARCH 2017 DISCOUNT	(38.65)
				435.48
04/10/2017	43431	INTEGRITY BUSINESS SOLUTIONS	KITCHEN ROLL TOWELS (2)/BATH TISSUE (2)	197.52
04/10/2017	43432	JAMS MEDIA LLC	WEED NOTICE/BOR (3)	325.80
04/10/2017	43433	LANDMARK APPRAISAL CO	APRIL 2017 FY17 ASSESSING SERVICES OCTOB	2,466.25
04/10/2017	43434	LETAVIS ENTERPRISES INC.	CAR WASHES OCT-DEC 2016	337.50
04/10/2017	43435	MICHIGAN ELECTRIC SUPPLY COMPANY	HARD HAT (3)	53.78
04/10/2017	43436	NOTARY EXPRESS INC	CORPORATE NOTARY KIT K BROWN	89.99
04/10/2017	43437	ROWE PROFESSIONAL SERVICES CO	DAVAL RECONSTRUCTION	3,710.00
04/10/2017	43438	SIMEN FIGURA & PARKER PLC	MARCH 2017 GEN'L/TRAFFIC/ORDIN	756.00
04/10/2017	43439	SUBURBAN AUTO SUPPLY	WIPER BLADE	9.99
04/10/2017	43440	SUPER FLITE OIL CO INC	3/1-3/31/17 FUEL USAGE - DPW	888.55
04/10/2017	43441	SUSIE COLEMAN	UB REFUND FOR 8481 CHESTERFIELD	203.69
04/10/2017	43442	SWARTZ CREEK AREA FIRE DEPT.	MARCH 2017 2017 FIRE BUDGET & MONTHLY RU	4,900.74
04/18/2017	43443	BLUE CARE NETWORK-EAST MI	MAY 2017 RETIREE MEDICAL KELLY	744.58
			MAY 2017 RETIREE MEDICAL O'BRIEN	1,319.16
			MAY 2017 RETIREE MEDICAL CLOLINGER	1,348.51
			MAY 2017 RETIREE MEDICAL TYLER	724.66
				4,136.91
04/18/2017	43444	CONNIE ESKEW	ADVANCE FOR MAY 2 2017 ELEC SUPP/FOOD	100.00
04/18/2017	43445	CONSUMERS ENERGY	3/8-4/5/17 A 6425 MILLER PARK & RIDE	69.26
04/18/2017	43446	CONSUMERS ENERGY	3/8-4/5/17 4125 ELMS RD PAVILION 4437	27.24
04/18/2017	43447	CONSUMERS ENERGY	3/8-4/5/17 A 4125 ELMS RD 4353	30.17
04/18/2017	43448	DELTA DENTAL PLAN	MAY 2017 RETIREE DENTAL (6)/COBRA (1)	382.94
04/18/2017	43449	DONALD KORTH	IMPERIUM 2U LP INTEL QUAD CORE SERVER	1,939.83
04/18/2017	43450	STATE OF MICHIGAN	NPDES PERMIT	400.00
04/18/2017	43451	SUSAN ARVOY	CLERK TRAINING CLASS LANSING, MI	115.35
04/18/2017	43452	U. S. POST OFFICE	POSTAGE FOR SPRING NEWSLETTER	670.42
04/18/2017	43453	UNITED METHODIST CHURCH -SW CK	MAY 2 2017 SPECIAL ELECTION (JOHNSON ROO	375.00
04/25/2017	43454	ADS PLUS PRINTING LLC	2500 MOVIE NIGHT FLYERS CARDS	349.00
			SPRING NEWSLETTERS (2500)	1,146.28
				1,495.28
04/25/2017	43455	ALDRIDGE TRUCKING CO INC	LIMESTONE	2,025.66
04/25/2017	43456	ARROW UNIFORM RENTAL	MATS, SUPPLIES	32.72
			UNIFORMS, MATS, SUPPLIES, ENV.	116.46
			MATS, SUPPLIES	32.72
			UNIFORMS, MATS, SUPPLIES, ENV.	101.89
				283.79
04/25/2017	43457	BILLER PRESS & MFG INC	PARKING TICKETS (350)	217.07
04/25/2017	43458	COMCAST BUSINESS	4/26-5/25/17 CITY HALL	329.60
04/25/2017	43459	DELUX TROPHIES & AWARDS	NAME BADGES-COUNCIL & PLANNING COMMISSIO	140.00
04/25/2017	43460	FORREST M SPITZER	WIND STORM TREE WORK	675.00
			TREE WORK 5207 GREENLEAF	75.00
				750.00
04/25/2017	43461	GAINES TOWNSHIP	(12) ID CARDS	60.00
04/25/2017	43462	GENESEE CTY DRAIN COMMISSIONER	SEWER 1/1-3/31/17 5,160,799 CF	148,959.87

04/25/2017	43463	GENESEE CTY DRAIN COMMISSIONER	WATER 3/1-3/29/17 2,046,234	118,593.23
04/25/2017	43464	INTEGRITY BUSINESS SOLUTIONS	OFFICE SUPPLIES	99.94
04/25/2017	43465	JERRY'S TIRE	2 TIRES/DISMOUNT & MOUNT	506.00
04/25/2017	43466	KEIZER-MORRIS INTERNATIONAL INC	COLD PATCH	577.30
04/25/2017	43467	KLEE MFG & DIST	FLAGS (7)/VETERANS MEMORIAL	377.00
04/25/2017	43468	MICHIGAN ASSOC OF PLANNING	ANNUAL GROUP MEMBSHP 7/1/17-6/30/18	800.00
04/25/2017	43469	MY-CAN LLC	PORTAJON RENTAL ELMS PARK 3/10-4/7/17	95.00
04/25/2017	43470	ROWE PROFESSIONAL SERVICES CO	CONSTRUCTION ENGINEERING 2017 STREET PRO	1,082.50
04/25/2017	43471	STATE OF MICHIGAN DEPT TRANS	TRAFFIC SIGNAL ENERGY 4 QTR 2016 I-69 MO	40.44
04/25/2017	43472	STATE OF MICHIGAN-DEQ WTR	ANNUAL STORMWATER MS4 FEE 2017	2,000.00
04/25/2017	43473	SUBURBAN AUTO SUPPLY	FUEL CLEANER	19.98
			ADAPTER	10.29
				<u>30.27</u>
04/25/2017	43474	VERIZON WIRELESS	FEB 2017 MONTHLY INVOICE	161.85
			MARCH 2017 MONTHLY INVOICE	277.18
				<u>439.03</u>
04/28/2017	43475	STATE OF MICHIGAN	FILING FEE/REVISED MUNICIPAL FINANCE AC	390.00
GEN TOTALS:				
Total of 74 Checks:				313,125.82
Less 0 Void Checks:				0.00
Total of 74 Disbursements:				<u>313,125.82</u>

City of Swartz Creek Building Permit List

2017

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
Building							
PB1700010	04/03/17	RBF Construction Inc	(810) 938 8498	58-35-200-007	\$59,000	\$715.00 4140 MORRISH RD	48473-Com Add/Alter/Repair
PB1700014	04/11/17	Envision Builders Inc	(248) 305 8181	58-35-576-020	\$199,300	\$1,270.00 4150 MORRISH RD	48473-Ind Add/Alter/Repair
PB1700016	04/12/17	Crown Castle	(317) 249 2012	58-35-751-001	\$15,000	\$245.00 8100 CIVIC DR	48473 Com Add/Alter/Repair
PB1700017	04/06/17	HOWARD, JOANN G		58-02-504-011	\$0	\$165.00 8399 MILLER RD	48473-Siding
PB1700018	04/10/17	WOOLARD, BRENDA		58-35-776-095	\$8,580	\$190.00 95 ASHLEY CIR	48473-Roofing
PB1700019	04/11/17	Lockhart Roofing Co.	(810) 235 9866	58-36-529-007	\$9,330	\$195.00 7176 PARK RIDGE PKWY	48473-Roofing
PB1700020	04/20/17	MCINTYRE, RONALD & SHE		58-35-776-022	\$15,000	\$270.00 22 KINGSLEY	48473-Res Garage detached

Total: 7 Permits Value: \$306,210 Fee Total: \$3,050.00 Total Number of Dwelling Units 0

Electrical

PE1700010	04/11/17	American Electric LLC	(810) 397 6738	58-36-676-060	\$0	\$170.00 7200 LINDSEY DR	48473 Electrical
PE1700011	04/11/17	American Electric LLC	(810) 397 6738	58-36-676-048	\$0	\$170.00 7191 LINDSEY DR	48473 Electrical

Total: 2 Permits Value: \$0 Fee Total: \$340.00 Total Number of Dwelling Units 0

Mechanical

PM170013	04/11/17	Goyette Mechanical	(810) 742 8530	58-35-776-022	\$0	\$130.00 22 KINGSLEY	48473-Mechanical
PM170014	04/11/17	Armock Mechanical	(616) 887 0328	58-36-400-010	\$0	\$285.00 4276 KROGER DR	48473 Mechanical
PM170015	04/18/17	Goyette Mechanical	(810) 742 8530	58-25-576-009	\$0	\$160.00 3486 ELMS RD	48473-Mechanical
PM170016	04/18/17	Leroy Shoemaker	(810) 232 8270	58-36-527-024	\$0	\$140.00 4186 LOCUST LN	48473-Mechanical
PM170017	04/25/17	Goyette Mechanical	(810) 742 8530	58-36-651-177	\$0	\$130.00 4280 SPRINGBROOK DR	48473-Mechanical

City of Swartz Creek Building Permit List 2017

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
Total:		5 Permits	Value: \$0		Fee Total: \$845.00		Total Number of Dwelling Units 0

Plumbing

PP170005	04/03/17	Steve's Plumbing & Heating Co	(810) 742 4270	58-03-532-004	\$0	\$183.00	5176 HELMSLEY DR 48473-Plumbing
Total:		1 Permits	Value: \$0		Fee Total: \$183.00		Total Number of Dwelling Units 0

Zoning

PZ17-0004	04/13/17	Thompson Builders LLC	(810) 404 8992	58-36-400-010	\$0	\$115.00	4276 KROGER DR 48473 Sign
PZ17-0005	04/26/17	PRIMM, KYLE & JENNIFER		58-35-200-013	\$2,796	\$25.00	8041 BRISTOL RD 48473-Fence
Total:		2 Permits	Value: \$2,796		Fee Total: \$140.00		Total Number of Dwelling Units 0

Permit Total: 17 Value: \$309,006 Fee Total: \$4,558.00

Permit.DateIssued Between 4/1/2017 12:00:00 AM AND 4/30/2017 11:59:59 PM

Certificates With Inspections

05/01/2017

Certificate Number	Address	Date Applied	Since	Issued	Last Inspection	Expires	Status
CR160074	5368 DURWOOD DR	11/17/2016		04/25/2017	04/25/2017	04/25/2019	Certified
Initial	ANichols	Matt Hart	Completed	Complied			
CR160117	5069 SCHOOL ST	11/18/2016	11/18/2016	04/24/2017	03/21/2017	04/24/2019	Certified
Initial	J Key	Matt Hart	Completed	Complied			
CR160126	5212 WINSHALL DR	11/18/2016	11/18/2016	04/18/2017	04/18/2017	04/18/2019	Certified
Initial	JKEY	Matt Hart	Completed	Complied			

Population: All Records

Record Count: 3

Certificate.DateIssued Between 4/1/2017 12:00:00 AM
AND 4/30/2017 11:59:59 PM

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
5297 SEYMOUR RD	58-03-533-020	Site Inspection	04/03/2017	04/03/2017	Partially Complete
7030 MILLER RD	58-36-576-015	Final	04/03/2017	04/03/2017	Approved
5176 HELMSLEY DR	58-03-532-004	Rough	04/03/2017	04/03/2017	Approved
5176 HELMSLEY DR	58-03-532-004	Rough	04/04/2017	04/04/2017	Approved
4140 MORRISH RD	58-35-200-007	Visqueen	04/05/2017	04/05/2017	Approved
5402 WINSHALL DR	58-03-580-004	Open Roof	04/05/2017	04/05/2017	Approved
4276 KROGER DR	58-36-400-010	Rough	04/07/2017	04/07/2017	Approved
5176 HELMSLEY DR	58-03-532-004	Insulation	04/10/2017	04/10/2017	Approved
5014 FORD ST	58-02-528-012	Status	04/11/2017	04/13/2017	No Change
7566 MILLER RD	58-36-552-007	Status	04/11/2017	04/12/2017	Complied
5297 SEYMOUR RD	58-03-533-020	Status	04/11/2017	04/13/2017	No Violation
5429 WINSHALL DR	58-03-580-014	Ordinance	04/11/2017	04/13/2017	Violation(s)
5166 GREENLEAF DR	58-03-533-073	Ordinance	04/11/2017	04/13/2017	Violation(s)
5414 WINSHALL DR	58-03-580-002	Ordinance	04/11/2017	04/13/2017	No Violation
5016 MC LAIN ST	58-02-526-058	Site Inspection	04/11/2017	04/13/2017	No Violation
158 BROOKFIELD	58-35-776-158	Site Inspection	04/11/2017	04/12/2017	Disapproved
5162 SEYMOUR RD	58-03-531-076	Site Inspection	04/11/2017	04/13/2017	Violation(s)
8500 CHESTERFIELD DR	58-02-501-060	Final Zoning	04/11/2017	04/12/2017	Approved
4140 MORRISH RD	58-35-200-007	Visqueen-South Buil	04/13/2017	04/13/2017	Approved
7200 LINDSEY DR	58-36-676-060	Rough	04/13/2017	04/13/2017	Approved
7191 LINDSEY DR	58-36-676-048	Rough	04/13/2017	04/13/2017	Approved
8103 MILLER RD	58-02-528-002	Status	04/17/2017	04/17/2017	No Change
7435 WADE ST	58-01-502-100	Status	04/17/2017	04/17/2017	No Change
95 ASHLEY CIR	58-35-776-095	Open Roof & Final	04/17/2017	04/17/2017	Not Ready
7191 LINDSEY DR	58-36-676-048	Rough-Framing	04/17/2017	04/17/2017	Approved
7200 LINDSEY DR	58-36-676-060	Rough-Framing	04/17/2017	04/17/2017	Approved
5157 MORRISH RD	58-01-100-013	Status	04/18/2017	04/18/2017	Partially Complete
7191 LINDSEY DR	58-36-676-048	Insulation	04/18/2017	04/18/2017	Approved
7200 LINDSEY DR	58-36-676-060	Insulation	04/18/2017	04/18/2017	Approved
4150 MORRISH RD	58-35-576-020	Footing	04/18/2017	04/18/2017	Approved
95 ASHLEY CIR	58-35-776-095	Final	04/18/2017	04/18/2017	Approved
5212 WINSHALL DR	58-02-553-023	Initial	04/18/2017	04/18/2017	Complied
5366 WINSHALL DR	58-02-553-001	Initial	04/18/2017	04/18/2017	Partially Complete
5036 FIRST ST	58-01-502-046	Status	04/19/2017	04/19/2017	No Change
7445 WADE ST	58-01-502-099	Citation	04/19/2017	04/19/2017	Partially Complete
5090 FAIRCHILD ST	58-02-526-081	Citation	04/19/2017	04/19/2017	No Change

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
9135 CHELMSFORD DR	58-03-528-003	Citation	04/19/2017	04/19/2017	No Change
4134 JENNIE LN	58-36-526-014	Citation	04/19/2017	04/19/2017	No Change
5256 DON SHENK DR	58-02-503-004	Citation	04/19/2017	04/19/2017	No Change
5184 BIRCHCREST DR	58-03-531-120	Status	04/19/2017	04/19/2017	No Change
5020 FORD ST	58-02-528-009	Status	04/19/2017	04/19/2017	Complied
9278 CHESTERFIELD DR	58-03-531-014	Final	04/20/2017	04/20/2017	Approved
5111 MC LAIN ST	58-02-526-040	Initial	04/20/2017	04/20/2017	Partially Comple
6071 MILLER RD	58-31-527-001	Initial	04/20/2017	04/20/2017	Partially Comple
6061 MILLER RD	58-31-200-011	Initial	04/20/2017	04/20/2017	Partially Comple
5316 WINSHALL DR	58-02-553-009	Status	04/24/2017	04/24/2017	Approved
5014 FORD ST	58-02-528-012	Letter	04/25/2017	04/25/2017	Violation(s)
4134 JENNIE LN	58-36-526-014	Letter	04/25/2017	04/25/2017	Violation(s)
5368 DURWOOD DR	58-03-533-117	Initial	04/25/2017	04/25/2017	Complied
7029 MILLER RD	58-36-577-008	Initial	04/25/2017	04/25/2017	Violation(s)
5185 WINSHALL DR	58-02-503-098	Initial	04/26/2017	04/26/2017	Partially Comple
8051 CRAPO ST	58-02-530-025	Initial	04/26/2017	04/26/2017	Partially Comple
5200 WINSHALL DR	58-02-553-025	Initial	04/26/2017	04/26/2017	Locked Out
158 BROOKFIELD	58-35-776-158	Site Inspection	04/27/2017	04/27/2017	Approved
5162 SEYMOUR RD	58-03-531-076	Site Inspection	04/27/2017		
5166 GREENLEAF DR	58-03-533-073	Status	04/27/2017		
5429 WINSHALL DR	58-03-580-014	Status	04/27/2017		
4276 KROGER DR	58-36-400-010	Insulation	04/27/2017	04/27/2017	Approved

Inspections: 58

Population: All Records

Inspection.DateTimeScheduled Between 4/1/2017 12:00:00 AM AND 4/30/2017 11:59:59 PM

Enforcements By Category

05/01/17

BLIGHT

Enforcement Number	Address	Status	Filed	Closed
E17-010	5429 WINSHALL DR	Violation	04/04/17	
E17-013	5016 MC LAIN ST	No Violation	04/04/17	04/13/17
E17-014	5162 SEYMOUR RD	Violation	04/10/17	
			Total Entries: 3	

BUILDING VIOLATIONS

Enforcement Number	Address	Status	Filed	Closed
E17-009	5297 SEYMOUR RD	Closed	04/03/17	04/13/17
E17-011	5166 GREENLEAF DR	Inspection Pending	04/04/17	
E17-012	5414 WINSHALL DR	Closed	04/04/17	04/13/17
			Total Entries: 3	

Total Records: 6

Population: All Records
Enforcement.DateFiled Between 4/1/2017 12:00:00 AM AND 4/30/2017 11:59:00 AM

**Public Works
Monthly Work Orders**

05/01/17

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Read Date Comp	Type
FLAG17-0159 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	04/03/17 04/04/17	LOWER/RAISE FLAG
FNRD17-1156 COMPLETED	WI10-005185-0000-10	SANDERS, BRIANA 5185 WINSHALL DR	04/03/17 04/03/17	FINAL READ
WOFF17-1716 CANCELLED	DO10-005404-0000-01	MC BRIDE, CHARLENE 5404 DON SHENK DR	04/03/17 04/03/17	WATER TURN OFF
FNRD17-1159 COMPLETED	AB10-007066-0000-01	SMITH, DAVID 7066 ABBEY LN	04/03/17 04/04/17	FINAL READ
FNRD17-1158 COMPLETED	SC20-005080-0000-06	SHOTWELL, KARLA 5080 SCHOOL ST	04/04/17 04/04/17	FINAL READ
SWBK17-0066 COMPLETED	JE10-004054-0000-01	DEAL, ADELINE 4054 JENNIE LN	04/04/17 04/04/17	SEWER BACKUP
WOFF17-1717 COMPLETED	WI10-005226-0000-01	ALLEN, BOBBY 5226 WINSHALL DR	04/05/17 04/05/17	WATER TURN OFF
CBRP17-0013	MA30-007565-0000-01	LANDSKROENER, MARK 7565 MASON ST	04/06/17	CATCH BASIN REPAI
GWO17-0389 COMPLETED	SE20-004373-0000-01	SWARTZ CREEK ESTATES 4373 SEYMOUR RD	04/06/17 04/11/17	GENERIC WORK ORDE
SWR17-0058 COMPLETED	CH10-009056-0000-02	SYKES, COLLEEN 9056 CHELMSFORD DR	04/06/17 04/06/17	SEWER DRAIN PROBL
FNRD17-1161 COMPLETED	CH40-004266-0000-02	TILLSON, ROBERT D 4266 CHAPEL LN	04/06/17 04/06/17	FINAL READ
FNRD17-1162 COMPLETED	CH20-008481-0000-06	COLEMAN, SUSIE 8481 CHESTERFIELD DR	04/06/17 04/07/17	FINAL READ
CKME17-0325 COMPLETED	GR10-005318-0000-02	HASTINGS, BRENDA 5318 GREENLEAF DR	04/06/17 04/06/17	CHECK METER
DRAN17-0046 COMPLETED	HI10-009261-0000-05	CAVETTE, JEFFREY 9261 HILL RD	04/07/17 04/07/17	STORM DRAINS
WMBK17-0071 COMPLETED	DY10-003286-0000-01	SMITH, MICHAEL 3286 DYE RD	04/07/17 04/10/17	WATER MAIN BREAK
GWO17-0387 COMPLETED	MI10-008048-0000-02	KUNZ, DAVID M 8048 MILLER RD	04/07/17 04/07/17	GENERIC WORK ORDE
WTON17-1064 COMPLETED	MI10-006141-0000-02	WOODRUFF, ADAM 6141 MILLER RD	04/07/17 04/07/17	WATER TURN ON
WBKU17-0047 COMPLETED	MI10-007049-0000-01	GRANGER, MARIAN 7049 MILLER RD	04/07/17 04/07/17	WATER BACK UP-CHE
SMRP17-0003 COMPLETED	MI10-007049-0000-01	GRANGER, MARIAN 7049 MILLER RD	04/07/17 04/07/17	SEWER MAIN REPAIR
FNRD17-1157	BR10-005031-0000-04	TAYLOR, PATRICIA 5031 BRAN BY ST	04/10/17	FINAL READ

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
GWO17-0388 COMPLETED	MO10-004290-0000-01	ACQUIS INC, SPORTS CREEK 4290 MORRISH RD	04/10/17 04/11/17	GENERIC WORK ORDE
LND17-0123 COMPLETED	YA10-007006-0000-01	BRIER, GLEN 7006 YARMY DR	04/10/17 04/11/17	LANDSCAPING
GWO17-0390 COMPLETED	OX10-005155-0000-07	WEST, CHRISTINE K 5155 OXFORD CT	04/10/17 04/11/17	GENERIC WORK ORDE
FNRD17-1163 COMPLETED	BR20-008041-0000-05	FULLER, BEVERLY 8041 BRISTOL RD	04/10/17 04/10/17	FINAL READ
FNRD17-1164 COMPLETED	CH10-008474-0000-01	PAUL, ANTHONY 8474 CHELMSFORD DR	04/10/17 04/10/17	FINAL READ
FNRD17-1165 COMPLETED	EL10-004112-0000-01	ESTRELLO, CIPRIANO 4112 ELMS RD	04/10/17 04/10/17	FINAL READ
FNRD17-1167 COMPLETED	MI10-008011-0000-01	STALLINGS STAIN GLASS 8011 MILLER RD	04/10/17 04/10/17	FINAL READ
SI-000012 COMPLETED	RU10-007165-0000-04	HADSALL, MARCY 7165 RUSSELL	04/11/17 04/13/17	SIGNS
CKME17-0328 COMPLETED	CE10-009291-0000-03	DODE, RACHEL 9291 CEDAR CREEK CT	04/11/17 04/11/17	CHECK METER
FNRD17-1166 COMPLETED	IN10-008045-0000-03	GOODRICH, KAREN 8045 INGALLS ST	04/12/17 04/10/17	FINAL READ
RPLR17-0016	EL10-004220-0000-01	STAMPEDE MGMT 4220 ELMS RD	04/12/17	REPLACE READER
RPLR17-0017 COMPLETED	EL10-004220-SPRI-01	WENDYS INTERNATIONAL INC 4220 ELMS #SPRI RD	04/12/17 04/12/17	REPLACE READER
FNRD17-1168	HT10-003441-0000-05	MCHUGH, JASON 3441 HERITAGE BLVD	04/12/17	FINAL READ
LND17-0124	SE20-005449-0000-01	WYNN, DARLA S 5449 SEYMOUR RD	04/12/17	LANDSCAPING
GWO17-0391 CANCELLED	GR10-005226-0000-01	ELSTON, FREDERICK 5226 GREENLEAF DR	04/12/17 04/13/17	GENERIC WORK ORDE
CKME17-0327 COMPLETED	LI10-007209-0000-02	CUPIT, CARLENE 7209 LINDSEY DR	04/12/17 04/12/17	CHECK METER
WTON17-1065 COMPLETED	CO30-006292-0000-01	DANIELS, NANCY 6292 CONCORD DR	04/12/17 04/12/17	WATER TURN ON
FNRD17-1160	MO20-004196-0000-01	HERRICK, FRED 4196 MOUNTAIN ASH LN	04/13/17	FINAL READ
FNRD17-1170 COMPLETED	MI10-008103-0000-05	HONKANEN, JEFFREY 8103 MILLER RD	04/13/17 04/13/17	FINAL READ
CHIP17-0030 COMPLETED	ET10-009270-0000-01	LIBBY, AL 9270 ETON CT	04/13/17 04/20/17	TREE CHIPPING
WTON17-1066 COMPLETED	WI10-005226-0000-01	ALLEN, BOBBY 5226 WINSHALL DR	04/13/17 04/14/17	WATER TURN ON
SAMP17-0023	CI10-008083-0000-01	CITY OF SWARTZ CREEK	04/17/17	WATER SAMPLES

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
COMPLETED		8083 CIVIC DR	04/17/17	
FNRD17-1172	GR10-005206-0000-03	HUMPHREY, MICHAEL 5206 GREENLEAF DR	04/17/17	FINAL READ
LNDS17-0125 COMPLETED	MI10-008461-0000-04	PIRROTTA, LUCIA 8461 MILLER RD	04/17/17 04/27/17	LANDSCAPING
READ17-0548 COMPLETED	HI10-009307-0000-01	WIENS, RON 9307 HILL RD	04/17/17 04/17/17	READ METER
MTRP17-0504 COMPLETED	HI10-009307-0000-01	WIENS, RON 9307 HILL RD	04/17/17 04/17/17	METER REPAIR
GWO17-0392	MO10-005058-0000-03	PAVLICA, BRIAN 5058 MORRISH RD	04/17/17	GENERIC WORK ORDE
GWO17-0393	FO20-008059-SPRI-00	VETERAN'S MEMORIAL 8059 PAUL FORTINO DR	04/17/17	GENERIC WORK ORDE
TRDN17-0072	DU10-005326-0000-01	WYATT, DONALD 5326 DURWOOD DR	04/18/17	TREE-TAKE DOWN
GWO17-0394 COMPLETED	EL10-004125-0000-01	ELMS PARK 4125 ELMS RD	04/18/17 04/18/17	GENERIC WORK ORDE
IRR11000009 COMPLETED	DA10-005205-0000-03	BROOKS, BRIAN 5205 DAVAL DR	04/19/17 04/19/17	IRRIGATION METER
GWO17-0395 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	04/20/17 04/20/17	GENERIC WORK ORDE
GWO17-0396 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	04/20/17 04/20/17	GENERIC WORK ORDE
17-000004 COMPLETED	BR10-005075-00B1-01	KINCAID MANOR, JANICE SINGH 5075 BRADY # B1 AVE	04/20/17 04/20/17	WATER LEAK
WOFF17-1718 COMPLETED	BI10-005176-0000-02	KERR, ANDREA 5176 BIRCHCREST DR	04/20/17 04/20/17	WATER TURN OFF
FNRD17-1173 COMPLETED	MI10-007448-0000-03	BACON, PAMELA 7448 MILLER RD	04/21/17 04/24/17	FINAL READ
BXRP17-0128	BI10-005176-0000-02	KERR, ANDREA 5176 BIRCHCREST DR	04/24/17	CURB BOX REPAIR
FNRD17-1174 COMPLETED	AS10-000118-0000-05	VAUGHN, MARSHA 118 ASHLEY CIR	04/24/17 04/25/17	FINAL READ
WOFF17-1719 COMPLETED	BR20-006289-0000-05	COTNOIR, STEVE 6289 BRISTOL RD	04/25/17 04/26/17	WATER TURN OFF
WOFF17-1720 COMPLETED	CE10-009275-0000-05	CURRY, IAN 9275 CEDAR CREEK CT	04/25/17 04/26/17	WATER TURN OFF
WOFF17-1721 COMPLETED	BR20-007133-0000-10	BRUTON, JOHN 7133 BRISTOL RD	04/25/17 04/26/17	WATER TURN OFF
WOFF17-1722	GR10-005331-0000-05	BELVILLE, DAN 5331 GREENLEAF DR	04/25/17	WATER TURN OFF
WOFF17-1723 COMPLETED	CE10-009283-0000-04	CASTANO, RICHARD 9283 CEDAR CREEK CT	04/25/17 04/26/17	WATER TURN OFF

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
WOFF17-1724 CANCELLED	CA10-008342-0000-09	DRURY, COREY 8342 CAPPY LN	04/25/17 04/26/17	WATER TURN OFF
WOFF17-1726 COMPLETED	MC10-005095-0000-05	KLORRES, ALICIA 5095 MC LAIN ST	04/25/17 04/26/17	WATER TURN OFF
FNRD17-1175 COMPLETED	CH20-008512-0000-06	HAYWARD, CHRISTOPHER 8512 CHESTERFIELD DR	04/25/17 04/25/17	FINAL READ
WTON17-1067 COMPLETED	BR20-006289-0000-05	COTNOIR, STEVE 6289 BRISTOL RD	04/26/17 04/26/17	WATER TURN ON
WTON17-1068 COMPLETED	CE10-009275-0000-05	CURRY, IAN 9275 CEDAR CREEK CT	04/26/17 04/26/17	WATER TURN ON
GWO17-0397	CI10-008100-0000-01	PUBLIC SAFETY BUILDING 8100 CIVIC DR	04/27/17	GENERIC WORK ORDE
17-000005	CI10-008095-000B-01	SENIOR CENTER 8095 CIVIC DR 000B	04/27/17	WATER LEAK
GWO17-0398	HE10-005199-0000-01	DEERING, MARY 5199 HELMSLEY DR	04/27/17	GENERIC WORK ORDE
FNRD17-1176 COMPLETED	GR10-005367-0000-03	THORNTON, RAY 5367 GREENLEAF DR	04/28/17 04/28/17	FINAL READ
FLAG17-0161	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	04/28/17	LOWER/RAISE FLAG
FNRD17-1177	FI10-005031-0000-02	BURNS, MATTHEW 5031 FIRST ST	04/28/17	FINAL READ
FNRD17-1178	SO10-000145-0000-01	KREBSBACH EDWARD 145 SOMERSET DR	04/28/17	FINAL READ

Total Records: 75

Report Generated: 5/1/2017 3:04 PM

Report Options: Scheduled From: 4/1/2017 To: 4/30/2017

DPS ACTIVITY

April 2017

	<u>REGULAR</u>	<u>HOLIDAY</u>	<u>VACATION</u>	<u>ABSENT</u>	<u>OT</u>	<u>DT</u>
101 GENERAL FUND						
262.0 ELECTIONS						
345.0 P S BLDG	32.30	0.29		0.06		
781.0 AMPHI-PARK						
782.0 WINSHALL PARK	9.64	0.73		0.34		
783.0 ELMS PARK	10.94	0.63				
784.0 BICENT. PARK	1.00					
790.0 SENIOR CENTER/LIBRARY	25.80	0.34		0.03		
793.0 CITY HALL	13.24	0.15		0.01		
794.0 COMM PROMO	11.00	1.12		1.12		
796.0 CEMETERY						
202 MAJOR STREET FUND						
429.0 SAFETY	1.00					
441.0 PARK & RIDE	6.00	0.11	0.05	0.03		
463.0 STREET MAIN	31.00	2.71		1.35		
474.0 TRAFFIC	1.00	0.12		0.06		
478.0 SNOW & ICE					2.00	
482.0 ADMIN	21.00	1.33				
203 LOCAL STREET FUND						
429.0 SAFETY						
463.0 STREET MAIN	40.00	3.07	0.06	1.45	2.00	
474.0 TRAFFIC						
478.0 SNOW & ICE						
482.0 ADMIN	65.00	3.33				
226 GARBAGE FUND						
528.0 COLLECT	3.30	0.17				
530.0 WOODCHIPPING	112.30	8.79	0.28	4.42		
782.0 WINSHALL PARK GARBAGE	1.00					
783.0 ELMS PARK GARBAGE	3.00					
793.0 CITY HALL	2.65	0.01				
590 WATER						
540.0 WATER SYSTEM	198.80	15.42	2.43	8.68	2.50	2.00
540.0 WATER-ON CALL						
542.0 READ & BILL	47.50	2.26	1.02	0.40		
793.0 CITY HALL	6.63	0.02		0.01		
591 SEWER						
536.0 SEWER SYSTEM	64.80	3.36	0.49	0.25		
536.0 SEWER-ON CALL						
537.0 LIFT STATION	1.00					
542.0 READ & BILL	47.50	2.26	1.02	0.40		
793.0 CITY HALL	6.62	0.01		0.01		
661 MOTOR POOL FUND						
795.0 CITY GARAGE	46.98	1.77	0.65	0.38		
DAILY HOURS TOTAL	811.00	48.00	6.00	19.00	6.50	2.00

DPS Equipment Rental
 April 2017
 Page 1

Nature Of Work	4WD 7-15.3-08 2-08, 09-03	4WD 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	1												
101.782 Winshall Pk	13		1.55										
101.783 Elms Pk	11		3.48										
101.784 Bicentennial Pk	1												
101.790 Sen Ctr./Lib	22.5		1.94										
101.345 PS Bldg	19		1.94										
101.793 City Hall	19.5		1.55										
101.794 Comm Promo					4								
661.795 City Garage	5		1.16										
101.796 City Cem													
202.463 Maint. Major	22.5							4					
202.474 Traffic-Major	26									7			
202.478 Snow/Ice-Maj													
202.482 Major-Admin	2		9.68										
203.463 Maint-Local	31.5												
203.474 Traffic-Local	24												
203.478 Snow/Ice-Local													
203.482 Local-Admin			37.63										
226.528 Waste Collect			1.94										
226.530 Woodchipping	14		1.94					31.5					
590.540 Water System	156		11.61	4						37			
590.542 Water-Read/Bill	22.25												
591.536 Sewer System	14		11.61										
591.537 Sewer Lift Stat													
226.782 Winshall Pk Gbg	2.5												
226.783 Elms Pk Gbg	3.5												
591.542 Sewer Read/Bill	22.25												
Total	432.5	0	86.03	4	0	4	0	31.5	0	48	0	0	0

DPS Equipment Rental
 April 2017
 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													
101.450 Forestry													
101.781 Pajtas Amphitheater													
101.782 Winshall Pk													
101.783 Elms Pk													
101.784 Bicentennial Pk													
101.790 Sen Ctr./Lib													
101.345 PS Bldg													
101.793 City Hall													
101.794 Comm Promo													
661.795 City Garage		2											
101.796 City Cem													
202.463 Maint. Major			20			7							
202.474 Traffic-Major													
202.478 Snow/Ice-Maj													
202.482 Major-Admin													
203.463 Maint-Local						4							
203.474 Traffic-Local													
203.478 Snow/Ice-Local													
203.482 Local-Admin													
226.528 Wast Collect													
226.530 Woodchipping					31.5								
590.540 Water System		22											
590.542 Water-Read/Bill													
591.536 Sewer System													
591.537 Sewer Lift Stat													
Total	0	24	20	0	31.5	11	0	0	0	0	0	0	0

April 2017	MILES DRIVEN		GALLONS GAS PURCHASED		GALLONS DIESEL PURCHASED
#5-16 2WD gas	747		59		
#7-15 4WD gas	648		92		
#3-08 P/U 4WD gas	372		52.5		
09-03 P/U 4WD diesel	197				23.4
#2-08 P/U 4WD gas	573		65.0		
#6-00 BACKHOE diesel					22.7
#11 DUMP gas	113		22.0		
#12-02 DUMP diesel	228				55.0
#12-04 DUMP diesel					
#12-99 GENERATOR gas					
#17 CASE BACKHOE diesel					17.0
#19 JD TRACTOR diesel					
#06-99 BUCKET TRUCK gas			8.5		
#21 WOOD CHIPPER diesel					12.5
#807 STREET SWEEPER diesel					
#42 ASPHALT HEATER diesel					
#37 TRAIL ARROW					
#10-15 GEN gas					
TOTAL	2878.0		299.0		130.6

POLICE SERVICE RECORD AGREEMENT

This Agreement, effective May __, 2017, is between the City of Swartz Creek (“City”), located at 8083 Civic Drive, Swartz Creek, Michigan 48473 and the Metro Police Authority (“the Authority”), located at 4029 W. Grand Blanc Road, Swartz Creek, Michigan 48473.

Recitals

Whereas, the City of Swartz Creek and Mundy Township recently established the Authority to combine their respective police departments into one entity; and

Whereas, the Authority may need access to certain law enforcement or personnel records that the City maintained before it joined the Authority and the City is willing to provide the Authority access to those records according to the terms and conditions of this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE CITY AND AUTHORITY AGREE THAT:

1. The City will provide, on mutually convenient dates and times, authorized representatives of the Authority access to law enforcement or personnel records that it created or maintained before the City joined the Authority;
2. The City shall promptly forward to the Authority requests made under the Michigan Freedom of Information Act (Act 442 of 1976) for any such records and the Authority agrees to assume all responsibility for fulfilling those requests pursuant to the provisions of Act 442 of 1976;
3. The City shall promptly forward to the Authority requests made under the Bullard-Plawecki Employee Right to Know Act (Act 397 of 1978) for any such records and the Authority agrees to assume all responsibility for fulfilling those requests pursuant to the provisions of Act 397 of 1978;
4. The City and Authority shall bear their respective costs and expenses associated with retrieving or copying these records or in complying with the terms of this Agreement.

CITY OF SWARTZ CREEK

METRO POLICE AUTHORITY

By: David Krueger
Its: Mayor

By: _____
Its: _____

March 16th 2017

Swartz Creek City Council:

Hometown days (a501C (3) organization) has been a consistent positive influence in the community for more the 30 years. No other activity Impacts as many people as the annual Summer kickoff event where not only a majority of the city residents participate but we also host thousands of visitors .WE have enjoyed a great working relationship with every department in the city government and we have prided ourselves in being good `citizens` by helping to raise both money and awareness of police and fire and other nonprofits.

To ensure a safe and successful event, Swartz creek hometown days request the support of the City of Swartz creek in the form of providing appropriate traffic control structures with setup before, during and after our festival activities June 1-2-3-4, 2017.

This cost has been incurred by the city in the past, we began the formal request process for Council action the last few year and are request same for this year.

We hereby request a formal allocation to support such cost as an integrated feature of the hometown day's permit.

Sincerely,

Brenda Huyck

Chairman

Swartz Creek hometown days

To the City of Swartz Creek,

As it is marked on map of city closures that we would like to continue to have the extra 500ft of walk way on Morrish Rd to the Kincaid property. We also ask for both sides of Fortino Dr City property including empty lot going to Morrish rd. for Car Show on Saturday. We also would like permission to use property of the gas station located in town across Luea pharmacy for special day for special needs.

We would also request that we have access to DPW area for Golf cart storage and keys to outside gate and building to lock up golf carts in the evening. We would also like to request that if possible could the city order us 6 boxes of trash bags for the weekend.

If you have any Questions please feel free to contact me.

Thank you for your time

Brenda Huyck

Vice Chairman Swartz Creek Hometown days

810-922-7756

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN

STREET CLOSURE APPLICATION

DATE OF REQUEST: April 13 2017
SPONSOR ORGANIZATION Swartz Creek HomeTown Days
AUTHORIZED REPRESENTATIVE: Wanda Cummings
WORK ADDRESS: P.O. Box 271 HOME ADDRESS: 12375 Morrish Rd. Flint, MI 48530
PHONE NO: WORK () HOME: () CELL: (810) 869-5291
TYPE OF EVENT: PARADE* (DRAW ROUTE ON ATTACHED MAP)
 CARNIVAL CRAFT SHOW
 STREET DANCE CONCERT
 OTHER: _____

DATE OF EVENT: 06/03/2017 TIME OF EVENT: FROM: 10:00 AM / PM
TO: 2:00 AM / PM

ESTIMATED NUMBER OF PARTICIPANTS: 15,000

ROADS REQUESTED TO BE CLOSED: **Berkle Road: Coming out driveway to 5015 PRP East on Miller Rd., North on Frederick to St. Mary's See Attached

The applicant agrees, as a condition of the granting of this permit, to hold the City of Swartz Creek, it's 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 HomeTown Days (Organization) By: Wanda H. Cummings (Authorized Representative)

APPROVED BY: [Signature] (Chief of Police)

* 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.

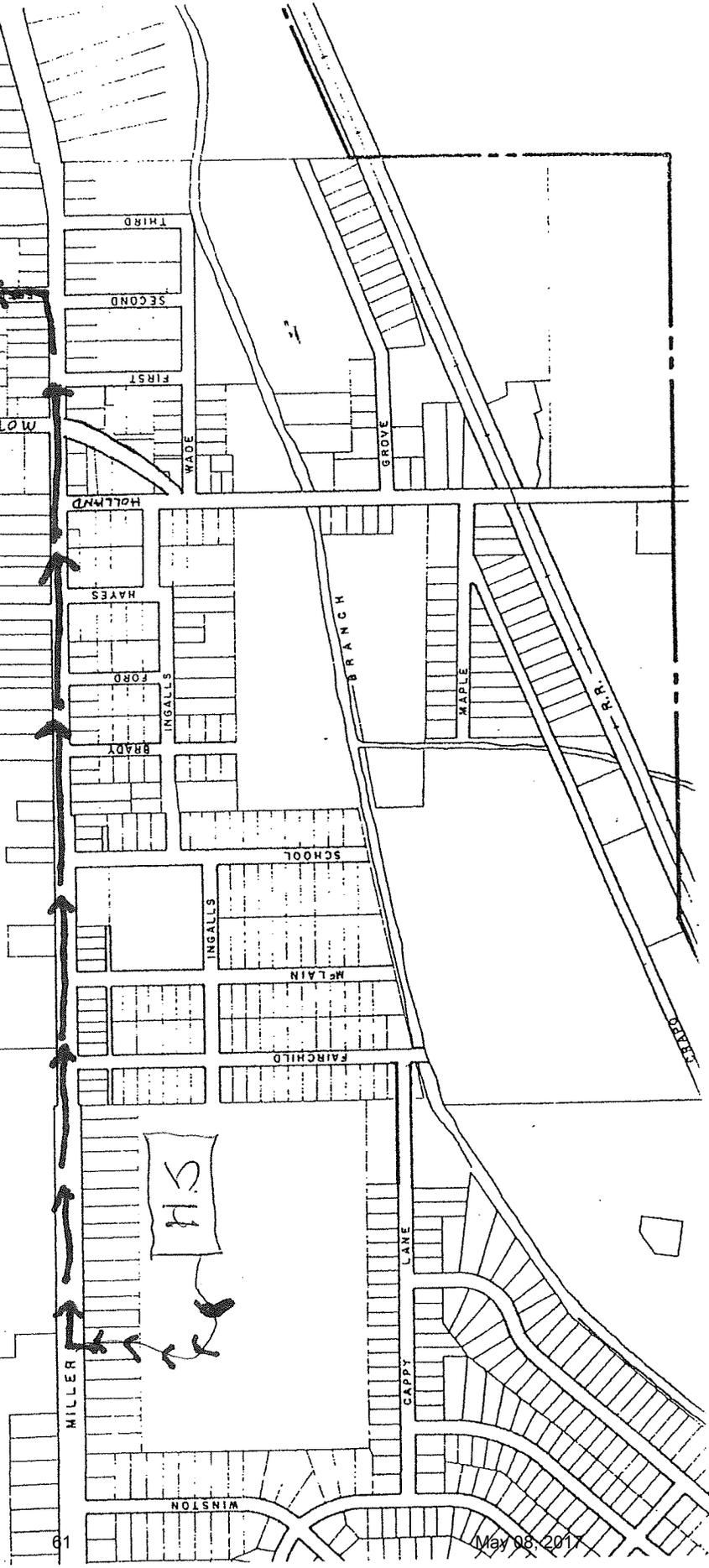
THIS REQUEST AND ALL REQUIRED ASSOCIATED DOCUMENTS MUST BE SUBMITTED TO THE OFFICE OF THE CHIEF OF POLICE NO LATER THAN 30 DAYS PRIOR TO EVENT DATE

(M-7B)



St. Mary's

MS



2017 Application for Fireworks Other Than Consumer or Low Impact

FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY

Authority: 2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc. under the Americans with Disabilities Act, you may make you needs known to this Legislative Body of City, Village or Township Board.	DATE PERMIT(S) EXPIRE:
------------------------	--	------------------------

TYPE OF PERMIT(S) (Select all applicable boxes)

Agricultural or Wildlife Fireworks
 Articles Pyrotechnic
 Display Fireworks
 Public Display
 Private Display
 Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

NAME OF APPLICANT Swartz Creek Hometown Days	ADDRESS OF APPLICANT P. O. Box 271, Swartz Creek, MI 48473	AGE OF APPLICANT 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
--	--	---

NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER Susan Mesack	ADDRESS OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER 5295 Daval Dr, Swartz Creek, MI 48473
---	---

IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)	ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)	TELEPHONE NUMBER
---	--	------------------

NAME OF PYROTECHNIC OPERATOR Great Lakes Fireworks LLC	ADDRESS OF PYROTECHNIC OPERATOR 24805 Marine, Eastpointe, MI 48021	AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
--	--	--

NO. YEARS EXPERIENCE 20+	NO. DISPLAYS 100+	WHERE Throughout Michigan
------------------------------------	-----------------------------	-------------------------------------

NAME OF ASSISTANT Barry Beltz	ADDRESS OF ASSISTANT 24805 Marine, Eastpointe, MI 48021	AGE OF ASSISTANT 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
---	---	---

NAME OF OTHER ASSISTANT TBD	ADDRESS OF OTHER ASSISTANT	AGE OF OTHER ASSISTANT 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
---------------------------------------	----------------------------	---

EXACT LOCATION OF PROPOSED DISPLAY
Swartz Creek Middle School, 8230 Crapo Road, Swartz Creek, MI

DATE OF PROPOSED DISPLAY June 2, 2017 (Rain: 6/3/17)	TIME OF PROPOSED DISPLAY Approx. 10:00 p.m.
--	---

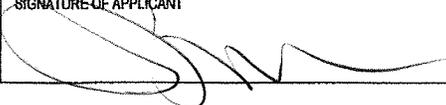
MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1128 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT

Stored at federally licensed facility until date of display.

AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT) \$5,000,000	NAME OF BONDING CORPORATION OR INSURANCE COMPANY Allied Specialty Insurance Company
---	---

ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY
10451 Gulf Boulevard, Treasure Island, FL 33706

NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)
Approx. 350	3" shells
Approx. 80	4" shells
Approx. 35	5" shells
Approx. 4	Barrage cakes

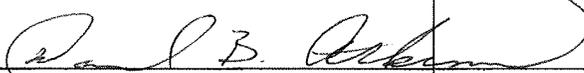
SIGNATURE OF APPLICANT  Susan Mesack, Vice Chairman	DATE 3-27-17
--	------------------------

2017 Permit for Fireworks Other Than Consumer or Low Impact

Authority: 2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc. under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.
------------------------	---

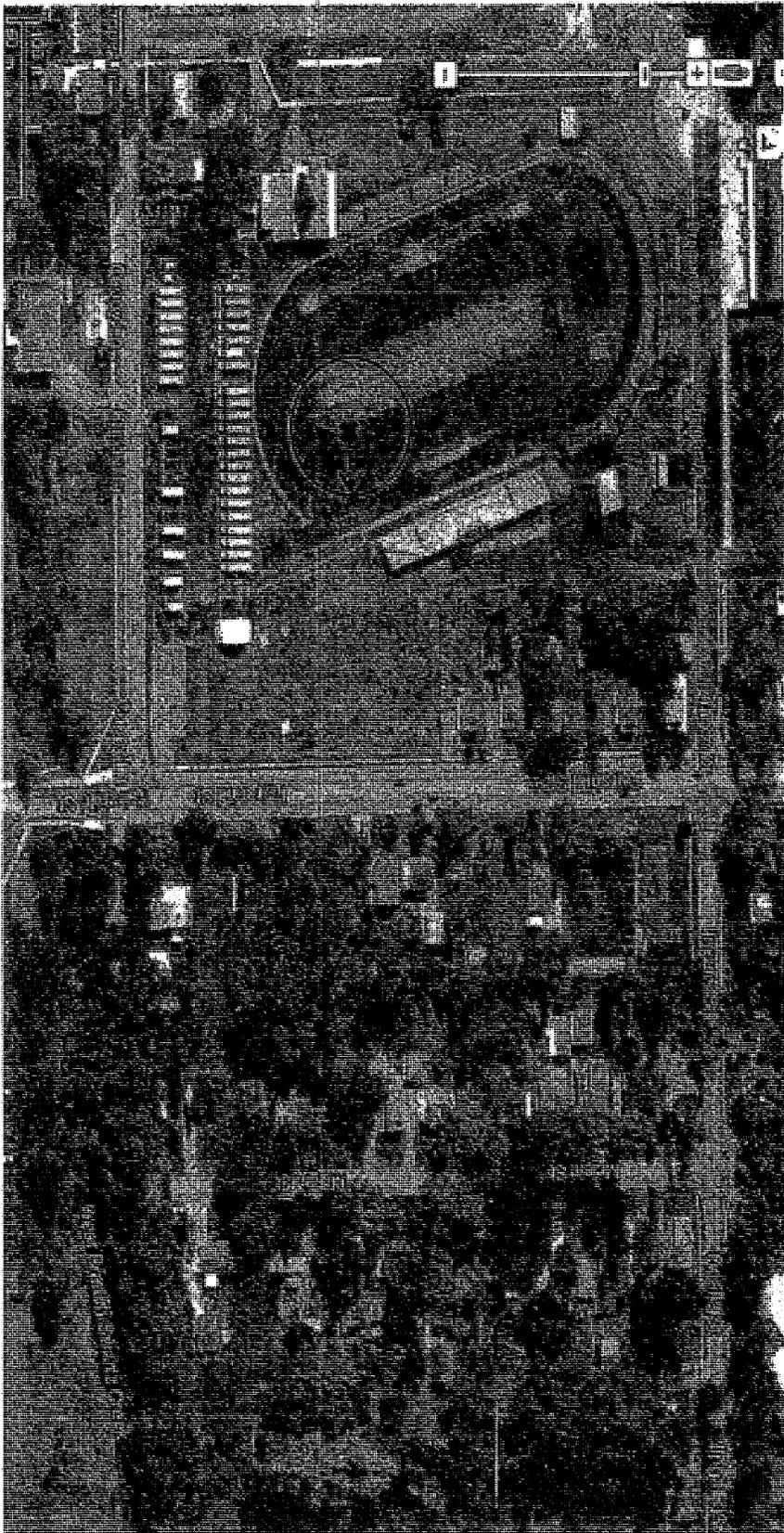
This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of an at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes) <input type="checkbox"/> Agricultural or Wildlife Fireworks <input type="checkbox"/> Articles Pyrotechnic <input checked="" type="checkbox"/> Display Fireworks <input checked="" type="checkbox"/> Public Display <input type="checkbox"/> Private Display <input type="checkbox"/> Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes	FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY. PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION)
NAME OF PERSON PERMIT ISSUED TO Swartz Creek Hometown Days	AGE (18 YEARS OR OLDER) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
ADDRESS OF PERSON PERMIT ISSUED TO P. O. Box 271, Swartz Creek, MI 48473	
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION	
ADDRESS	
NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary) Approx. 350 3" shells Approx. 80 4" shells Approx. 35 5" shells Approx. 4 Barrage cakes	
EXACT LOCATION OF DISPLAY OR USE Swartz Creek Middle School, 8230 Crapo Road, Swartz Creek, MI	
CITY, VILLAGE, TOWNSHIP Swartz Creek	DATE June 2, 2017 (Rain date: 6/3/17)
BOND OF INSURANCE FILED Yes	TIME Approx. 10:00 pm
	AMOUNT \$5,000,000

Issued by action of the Legislative Body of a <input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Township of <u>SWARTZ CREEK</u> on the <u>21ST</u> day of <u>APRIL</u> , 2017. <div style="text-align: center;">  _____ (Signature and Title of Legislative Body Representative) CHIEF OF POLICE METRO POLICE AUTHORITY </div>

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT

**SWARTZ CREEK HOMETOWN DAYS
 8230 CRAPO ST SWARTZ CREEK 48473
 JUNE 2, 2017 RAIN: JUNE 3, 2017
 CLOSE PROXIMITY EFFECTS SHOT FROM FOOTBALL FIELD**



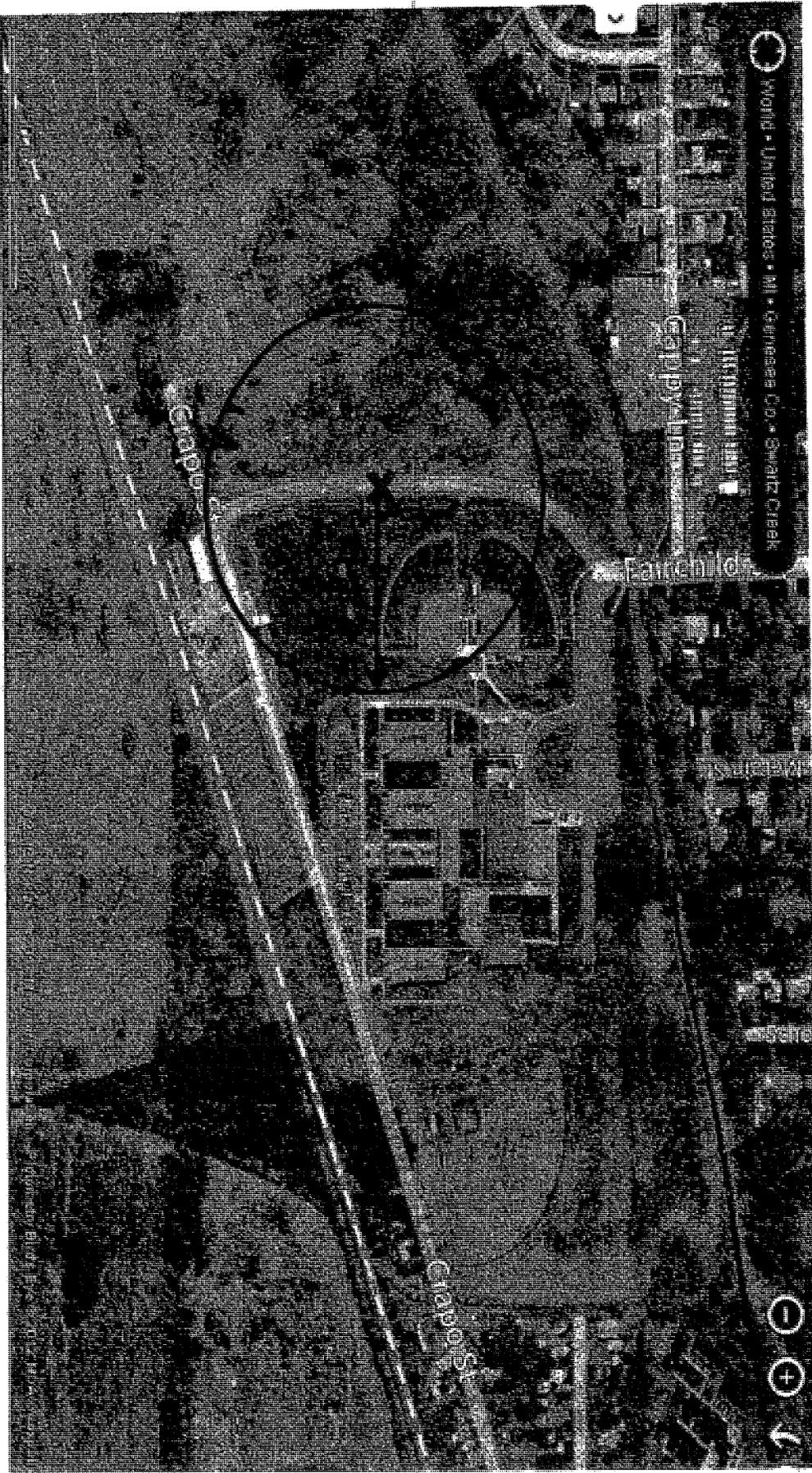
---> Radius - 60'

◆ Firing site - gerbs, flash trays, mines, comets, concussion,
 1.3G < 1" effects
 ○ Diameter - 120'

Statement: The display will consist of close proximity pyrotechnics, ectrically-fired in accordance with NFPA 1126 as amended.

SWARTZ CREEK HOMETOWN DAYS
8230 CRAPO ST SWARTZ CREEK 48473
JUNE 2, 2017 RAIN: JUNE 3, 2017

OX Firing Site - 3", 4", & 5" 1.3G aerial shells
 700' diameter circle
 350' radius (5" maximum)



The display will be limited to 5" maximum aerial display shells, manually-and electrically-fired in accordance with NFPA 1123 as amended.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/16/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Allied Specialty Insurance, Inc. 10451 Gulf Blvd Treasure Island, FL 33706-4814	CONTACT NAME:	Michelle Kugler		
		PHONE (A/C, No, Ext):	727-547-3070	FAX (A/C, No):	727-367-5695
		E-MAIL ADDRESS:	mkugler@alliedspecialty.com		
		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A : T.H.E. Insurance Company		12866	
INSURED	GREAT LAKES FIREWORKS, LLC 24805 MARINE EASTPOINTE MI 48021	INSURER B :			
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		<input checked="" type="checkbox"/>	CPP0100711-07	03/27/2017	03/27/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Protection & Indemnity \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPP0100711-07	03/27/2017	03/27/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ELP0010168-07 (VL)	03/27/2017	03/27/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y <input type="checkbox"/> N	WCP0004594-007 Coverage is afforded in the State(s) of: MI & WI	06/25/2016	06/25/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Liability GL Inland Marine / Hull			ELP0011852-02 (GL) CPP0100711-07	03/27/2017 03/27/2017	03/27/2018 03/27/2018	Ea Occur / Agg Limit \$4,000,000 Hull Limit \$250,000 Show Limit \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Display Date: June 2, 2017 Rain Date: June 3, 2017 Location: Swartz Creek Middle School, 8230 Crapo Road, Swartz Creek, MI
RE: General Liability, the following are named as additional insured in respects to the negligence of the named insured:

City of Swartz Creek including all its elected and appointed officials, employees, volunteers, boards, commissions, and/or other authorities; Swartz Creek Hometown Days, Inc. and its officials, employees, volunteers, boards, commissions, and/or other authorities; Swartz Creek Community Schools; Scott Hoover (property owner).

CERTIFICATE HOLDER

Swartz Creek Hometown Days, Inc.
P. O. Box 271
Swartz Creek, MI 48473

CERT #1712

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Freedom Fireworks Trading Co.,Ltd

Hazard Communication Safety Data Sheet (SDS)

10th/F, Chamber of Commerce Building, Liuyangdadao, Liuyang City, Hunan Province, China 410300

Phone: 86-731-8364 2988 Fax: 86-731-8368 7528

UN0335 1.3G Display Fireworks

Date Prepared: Feb 16th, 2017

Section 1, Identification

Each device labels:

- (1): Commodity description in both Chinese and English for SHELLS
- (2): Warning labels for SHELLS
- (3): Distributor name and address, Manufacturer name and address, Produce date, Country of origin
- (4): D.G Classification Number (Fireworks UN0335 1.3G) label on each device.

Cartons information:

Shells size, Shells item No., Packing, Shells item name, The same information as above section 1 part (3), Warning information, Order No., UN0335 1.3G, batch number, diamond 1.3G explosive mark label. Gross weight, Net weight, Product EX number.

Section 2, Hazard(s) identification

Warning label show correctly and safely display fireworks is put on each cartons and devices, all devices well packed into A-grade cardboard carton.

Classification: Dangerous good non hazardous substances as per APA 87-1 standard.

Fire Hazard: Products contains pyrotechnic substances capable of burning or explosive with intense heat. Produces oxidizer typically use potassium perchlorate and copper oxide and sulfur etc.

Risk Phrase: Pyrotechnic produced may be irritating to the eyes and respiratory system.

Section 3, Composition/information on ingredients

Shells Main ingredients:

Potassium Perchlorate—KClO₄

Potassium Nitrate—KNO₃

Strontium carbonate—SrCO₃

Sulfur— S

Carbon— C
Al+Mg Alloy
LAC—C₁₆H₂₄O₅
Resin—C₄₈H₄₂O₇
PVC—(C₂HCl)_n
Powder of polished glutinous rice

Section 4, First-aid measures

No chemical components are released during normal handling of this device. In normal use with adequate ventilation the smoke produced should not be a problem. However, ground level smoke generated during the shooting of public display shows may contain gases which may cause irritation of eyes and mucous membranes, prolonged inhalation of smoke should be avoided.

Swallowed: Not applicable

Eye: Hold eyes open and wash continuously with water for 15 minutes.
Transport affected person to a doctor or a hospital.

Skin: Remove all contaminated clothing, including shoes. Wash affected areas with water.

Inhaled: Remove patient to fresh air, lay down and rest. If patient is not breathing, make sure airway is cleared and apply artificial respiration. Call doctor at once or transport patient to doctor or a hospital.

BURNS: Immerse affected area in cold water for 10 to 15 minutes. Bandage lightly with sterile dressing. Treat for shock if required. Transport to doctor or hospital.

ACUTE OR CHRONIC EXPOSURE: There have been no reports in the literature of detrimental health effects in workers from long term exposure to the substances composite in this product.

Persons with pre-existing respiratory conditions (i.e. asthma, emphysema, etc) should avoid inhalation of smoke. Move to fresh air and avoid further exposure to smoke and seek medical assistance.

Section 5, Fire-fighting measures

Do not fight explode fireworks, Fireworks will burn rapidly in the event of fire. If a large amount of fireworks are involved, allow them to burn and prevent

spread of fire.

Cool pyrotechnic devices and/or package with water and remove them if possible. Do not use suffocation methods - devices contain their own oxygen. Do Not Smoke at any time when dealing with pyrotechnic devices!!!

Section 6, Accidental release measures

In case of spillage, dampen powders with water. Sweep up any powders using natural fibre brushes and non ferrous dust pans not steel, or any material that could produce sparks or present a risk of static discharge.

Prolonged exposure to smoke generated during the shooting of this device may cause respiratory irritation, difficulty in breathing, headaches, nausea and irritation of eyes and may result in vomiting.

Carefully pick up spills with non-sparking and non-static producing tools. Supervision only by a person knowledgeable in explosives. Avoid skin contact. In case of contact with skin, wash hands immediately.

Section 7, Handling and storage

No smoking and keep fire away. Store in a cool dry place, humidity should preferably be less than 70%. Avoid extreme temperatures. In particular sub-zero temperatures where freezing and re-thaw can alter the performance of the article.

HANDLING: Fireworks are explosive substances, thus should be handled with the utmost caution at all times. Never THROW ROLL , or use a HOOK on the cartons and never transport unpack, or store close to fire and hot items, such as a heater pipe. All persons who handle these fireworks should have had at least two years of supervised training with display fireworks and display fireworks safety. All persons who handle these fireworks should wear ear and eye protection and should wear fire retardant gear from their hardhats to fireproof boots. No persons under the age of 18 may be allowed access to fireworks or firing site at any time.

Conditions to Avoid: No open items, smoking and moisture in the vicinity of stored fireworks, avoid friction and impact.

Incompatibility: Do not allow fireworks to get wet.

Section 8, Exposure controls/personal protection

Eye Protection: None.

Respiratory Protection: None.

Skin Protection: Metal free and non-static producing clothes.

Other Protection: None.

Ventilation Recommended: Not required in open, unconfined areas.

Section 9, Physical and chemical properties

Solubility in Water: Slight

Appearance and Odor: All pyrotechnic composition is contained in a cardboard casing. Usually they are cardboard balls or cardboard tubes individually or in a group combination.

Hazardous Decomposition Products: Smoke generated during the use of these devices may contain small amount of Carbon Monoxide, Hydrogen Sulfite and Nitrogen Oxides. Avoid prolonged inhalation of smoke.

Section 10, Stability and reactivity

Stability: Stable

Thermal Stability Test Results: The test was performed on the Display Fireworks semi-finished and finished items at our factory and also tested by Liuyang CIQ laboratory. The device did not ignite, explode, or undergo any significant decomposition during heating at 75°C (167°F) for 48 hours.

Drop test results: The finished items /device from each batch of the order was performed by 12 meters high drop test by Liuyang CIQ laboratory. The device did not ignite, explode.

Hazardous Polymerization: Will Not Occur

Section 11, Toxicological information

Inhalation: Yes, when shooting. (Refer to above Section 6)

Skin: No.

Ingestion: No.

Section 12: Ecological Information

There have been no reports in the literature of detrimental ecological effects from exposure to the substances composite in this product.

Section 13: Disposal Considerations

Disposal of unfired products should only be carried out by a licensed pyrotechnic waste disposal contractor. Provide that the products case can be determined as free from explosives by a licensed pyrotechnician, the spent cases can go to licensed landfill.

Section 14, Transport information

Shipping name: Fireworks

Hazard Class:1.3G

The local CIQ inspection bureau spot check every batch of cargos before any shipments. Then issue commodity inspection certificate and dangerous goods transport package identification for us to declare to the customs.

The containers usually ship to loading port by truck or by barge. Next they will be loaded to the vessel shipping to port of discharge by sea, then ship to place of delivery by rail. At last the consignee will pick it up by truck after finish customs clearance.

Pyrotechnics must travel within their original UN approved packaging.

Section 15: Regulatory Information

It is a regulation in every state or territory in US that a license is required to purchase, keep and use this product.

It is a requirement in every state and territory in US that notification be made to ATF, Police, Fire services, Safety authorities, of any intended display using display pyrotechnics.

Section 16: Other Informaiton

Manufacturer/ Supplier: Freedom Fireworks Trading Co.,Ltd.

Address: 10th/F, Chamber of Commerce Building, Liuyangdadao, Liuyang City, Hunan Province, China 410300

Telephone: +86 731 8364 2988

Fax: +86 731 8368 7528

Contact Person in emergency: Leonard Liu

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN

STREET CLOSURE APPLICATION

DATE OF REQUEST: April 12 2017

SPONSOR ORGANIZATION: Swartz Creek Homecoming Days

AUTHORIZED REPRESENTATIVE: Susan Mbsck

WORK ADDRESS: PO Box 271 HOME ADDRESS: 5295 Duval Dr

PHONE NO: WORK () HOME: () CELL: (810) 445-0505

TYPE OF EVENT: PARADE* (DRAW ROUTE ON ATTACHED MAP)

CARNIVAL CRAFT SHOW

STREET DANCE CONCERT

OTHER: Amusement Thurs 4pm - 10pm

DATE OF EVENT: 6/1/17 TIME OF EVENT: FROM: Sun 12pm - 6pm
to 6-4-17 TO: AM / PM

ESTIMATED NUMBER OF PARTICIPANTS: 35000

ROADS REQUESTED TO BE CLOSED: *Marrisk rd from Miller Rd to West, all of Holland Dr. All city owned property in adjacent areas. Property along Fortine Dr including property north Post Office. Ingalls West of Marrisk Rd to 1st Dr.

The applicant agrees, as a condition of the granting of this permit, to hold the City of Swartz Creek, it's 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 Homecoming Days (Organization) By: Susan Mbsck (Authorized Representative)

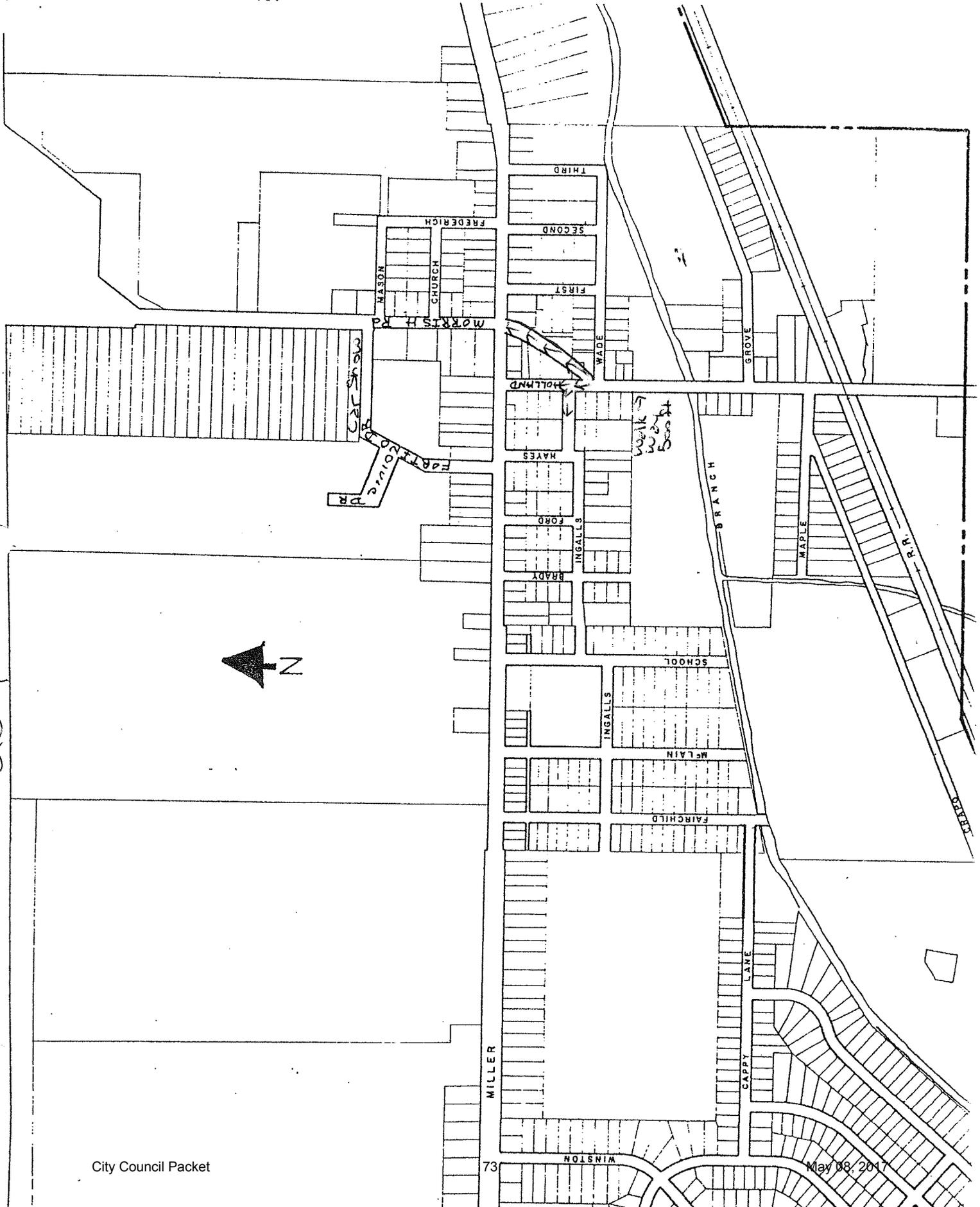
APPROVED BY: M. Baker (Chief of Police)

* 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

2017





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Church Mutual Insurance Company 3000 Schuster Lane P.O. Box 357 Merrill WI 54452		CONTACT NAME: Shelly L Kyska PHONE (A/C, No, Ext): 1-800-554-2642 Option 1 E-MAIL ADDRESS: cs5@churchmutual.com FAX (A/C, No): 855-264-2329	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Church Mutual Insurance Company	NAIC # 18767
INSURED BRANCH ADVENTURES		INSURER B:	
2315 LEE RD		INSURER C:	
SARANAC MI 48881-9416		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
------------------	----------------------------	-------------------------

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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD Y/V/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	0227302-02-795986	09/01/2015	09/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Liability insurance for the Ninjas on the Move Course on June 1, 2017 through June 4, 2017 at Swartz Creek Hometown Days. Commercial General Liability Additional Insured = Swartz Creek Hometown Days (SCHD), Its Directors, Staff and Volunteers, The City of Swartz Creek, and William Kincaid, subject to the coverage provided by the referenced policy. A220 22203 SRAP 534

CERTIFICATE HOLDER	CANCELLATION
SCHD 5086 S Morris Rd PO Box 233 Swartz Creek MI 48473-0233	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY CONSTITUTE, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Campbell Group PO Box 1788 Grand Rapids MI 49501-	CONTACT NAME: Beth Dembskey PHONE (A/C, No, Ext): 616-541-1397 E-MAIL ADDRESS: bdembskey@thecampbellgrp.com FAX (A/C, No): 800-847-3129													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Conifer Insurance Company</td> <td>29734</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Conifer Insurance Company	29734	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : Conifer Insurance Company	29734													
INSURER B :														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
INSURED RPS Protection Ltd & Kenneth O Laws Dba Resolute Protection Specialists 10751 South Saginaw Suite S Grand Blanc MI 48439	CERTIFICATE NUMBER: 352277504 REVISION NUMBER:													

COVERAGES 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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CICP009706	4/19/2017	4/19/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 Errors & Omissions \$Included
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CICP009706	4/19/2017	4/19/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	CIWC001239	2/23/2017	2/23/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured

CERTIFICATE HOLDER Kincaid Properties 5086 Morrish Road Clarkston MI 48346	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

STATE OF MICHIGAN
LIQUOR CONTROL COMMISSION

SPECIAL BEER, WINE and SPIRITS LICENSE

GOOD ONLY
FROM : Jun 01 2017, 12:00 PM
TO : Jun 02 2017, 2:00 AM



THIS CONTRACT LICENSE is granted to the organization designated below under and in accordance with the provisions of Act No. 58, Public Act of 1998, as amended, to operate only during above specified time at the address listed below. IN WITNESS WHEREOF, THE LIQUOR CONTROL COMMISSION has caused these presents to be duly signed and sealed below.

LICENSE NUMBER: **272865**

ORGANIZATION ID: **211520**

SWARTZ CREEK HOMETOWN DAYS, INC.
SCOTT KINCAID PROPERTY

SALES AND CONSUMPTION TO BE CONTAINED IN 60' X 140' FENCED TENT

UNDER ADMINISTRATIVE RULE R 436.1433, THE LICENSEE SHALL ENSURE THAT ALL PROFITS DERIVED FROM THE SALE OF ALCOHOLIC BEVERAGES ARE RETAINED BY THE LICENSEE. ALL ALCOHOLIC BEVERAGES PURCHASED BY THE LICENSEE FOR THE EVENT MUST BE PURCHASED FROM AUTHORIZED SELLERS UNDER ADMINISTRATIVE RULE R 436.1433.

5086 MORRISH

SWARTZ CREEK MI 48473
SWARTZ CREEK CITY
GENESEE COUNTY

THE COMMISSION ORDERS THE LICENSEE TO TAKE ALL NECESSARY ACTIONS TO ENSURE THE HEALTH, SAFETY AND WELFARE OF ALL GUESTS.

DEPARTMENT OF LICENSING
AND REGULATORY AFFAIRS

Liquor Control Commission

[Handwritten signatures]

STATE OF MICHIGAN
LIQUOR CONTROL COMMISSION

SPECIAL BEER, WINE and SPIRITS LICENSE



FROM : Jun 02 2017, 12:00 PM

GOOD ONLY

TO : Jun 03 2017, 2:00 AM

THIS CONTRACT LICENSE is granted to the organization designated below under and in accordance with the provisions of Act No. 58, Public Act of 1998, as amended, to operate only during above specified time at the address listed below. IN WITNESS WHEREOF, THE LIQUOR CONTROL COMMISSION has caused these presents to be duly signed and sealed below.

LICENSE NUMBER:

272866

ORGANIZATION ID:

211520

SWARTZ CREEK HOMETOWN DAYS, INC.

SCOTT KINCAID PROPERTY

SALES AND CONSUMPTION TO BE CONTAINED IN 60' X 140' FENCED TENT

UNDER ADMINISTRATIVE RULE R 436.1433, THE LICENSEE SHALL ENSURE THAT ALL PROFITS DERIVED FROM THE SALE OF ALCOHOLIC BEVERAGES ARE RETAINED BY THE LICENSEE. ALL ALCOHOLIC BEVERAGES PURCHASED BY THE LICENSEE FOR THE EVENT MUST BE PURCHASED FROM AUTHORIZED SELLERS UNDER ADMINISTRATIVE RULE R.

5086 MORRISH

SWARTZ CREEK MI 48473

SWARTZ CREEK CITY

GENESEE COUNTY

THE COMMISSION ORDERS THE LICENSEE TO TAKE ALL NECESSARY ACTIONS TO ENSURE THE HEALTH, SAFETY AND WELFARE OF ALL GUESTS.

DEPARTMENT OF LICENSING
AND REGULATORY AFFAIRS

Liquor Control Commission

STATE OF MICHIGAN
LIQUOR CONTROL COMMISSION

SPECIAL BEER, WINE and SPIRITS LICENSE

FROM: Jun 03 2017, 12:00 PM
TO : Jun 04 2017, 2:00 AM

GOOD ONLY

THIS CONTRACT LICENSE is granted to the organization designated below under and in accordance with the provisions of Act No. 58, Public Act of 1998, as amended, to operate only during above specified time at the address listed below. IN WITNESS WHEREOF, THE LIQUOR CONTROL COMMISSION has caused these presents to be duly signed and sealed below.



DEPARTMENT OF LICENSING
AND REGULATORY AFFAIRS

Liquor Control Commission

[Handwritten signatures]

ORGANIZATION ID:

211520

LICENSE NUMBER:

272867

SWARTZ CREEK HOMETOWN DAYS, INC.
SCOTT KINCAID PROPERTY

SALES AND CONSUMPTION TO BE CONTAINED IN 60' X 140' FENCED TENT

UNDER ADMINISTRATIVE RULE R 436.1433, THE LICENSEE SHALL ENSURE THAT ALL PROFITS DERIVED FROM THE SALE OF ALCOHOLIC BEVERAGES ARE RETAINED BY THE LICENSEE. ALL ALCOHOLIC BEVERAGES PURCHASED BY THE LICENSEE FOR THE EVENT MUST BE PURCHASED FROM AUTHORIZED SELLERS UNDER ADMINISTRATIVE RULE R.

5086 MORRISH

SWARTZ CREEK MI 48473
SWARTZ CREEK CITY
GENESEE COUNTY

THE COMMISSION ORDERS THE LICENSEE TO TAKE ALL NECESSARY ACTIONS TO ENSURE THE HEALTH, SAFETY AND WELFARE OF ALL GUESTS.

STATE OF MICHIGAN
LIQUOR CONTROL COMMISSION

SPECIAL BEER, WINE and SPIRITS LICENSE

FROM : Jun 04 2017, 12:00 PM

GOOD ONLY

TO : Jun 05 2017, 2:00 AM

THIS CONTRACT LICENSE is granted to the organization designated below under and in accordance with the provisions of Act No. 58, Public Act of 1998, as amended, to operate only during above specified time at the address listed below. IN WITNESS WHEREOF, THE LIQUOR CONTROL COMMISSION has caused these presents to be duly signed and sealed below.



DEPARTMENT OF LICENSING
AND REGULATORY AFFAIRS

Liquor Control Commission

ORGANIZATION ID:

211520

LICENSE NUMBER:

272868

SWARTZ CREEK HOMETOWN DAYS, INC.

SCOTT KINCAID PROPERTY

SALES AND CONSUMPTION TO BE CONTAINED IN 60' X 140' FENCED TENT

UNDER ADMINISTRATIVE RULE R 436.1433, THE LICENSEE SHALL ENSURE THAT ALL PROFITS DERIVED FROM THE SALE OF ALCOHOLIC BEVERAGES ARE RETAINED BY THE LICENSEE. ALL ALCOHOLIC BEVERAGES PURCHASED BY THE LICENSEE FOR THE EVENT MUST BE PURCHASED FROM AUTHORIZED SELLERS UNDER ADMINISTRATIVE RULE R 4

5086 MORRISH

SWARTZ CREEK MI 48473

SWARTZ CREEK CITY

GENESEE COUNTY

THE COMMISSION ORDERS THE LICENSEE TO TAKE ALL NECESSARY ACTIONS TO ENSURE THE HEALTH, SAFETY AND WELFARE OF ALL GUESTS.

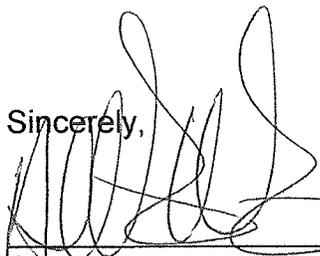


Swartz Creek Hometown Days Property Owners Permission Request

To: Swartz Creek Hometown Days
ATT: Vice Chairman/Logistics
PO Box 271
Swartz Creek, MI 48473

We, ST. MARY Queen of ANGELS, give permission to Swartz Creek Hometown Days Committee (HTD) use of parking lots on Saturday June 4, 2017 as the ending of the parade. We understand that we are added to HTD Insurance for any and all accidents that may occur.

Sincerely,

 ALBERTO MORENO III 1-6-17

Signature

Print Name

Date

DIRECTOR OF OPERATIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
St Mary's Queen of Angels 7563 Mary St Swartz Creek, MI 48473-1415
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



Swartz Creek Community Schools

8354 Cappy Lane . Swartz Creek, MI 48473-1299

(810)591-2300 FAX: (810)591-2784

www.swartzcreek.org

February 10, 2017

Brenda Huyck

Home Town Days Committee

~~2451 Anna Clara Court~~ PO Box 271

Swartz Creek MI 48473

C/O Susan Mesack

Dear Brenda:

It is my understanding that the Hometown Days Committee will need the use of the following school property and buildings for the Hometown Days events:

Middle School Service Drive	Thursday, June 1, 2017	9:30 p.m. – 2:00 p.m.
High School Football Fields	Thursday, June 1, 2017	5:30 p.m. – 10:00 p.m.
High School Football Fields & Bathroom & Parking	Friday, June 2, 2017	2:30 p.m. – 11:00 p.m.*
Middle School Fields	Friday, June 2, 2017	4:00 p.m. – 11:00 p.m.*
Press Box Area	Friday, June 2, 2017	4:00 p.m. - 11:00 p.m.*
High School Parking Lots	Saturday, June 3, 2017	7:00 a.m. – 1:30 p.m.
High School Field Bathrooms	Saturday, June 3, 2017	8:00 a.m. – 1:30 p.m.
Bus Lot Area	Saturday, June 3, 2017	7:00 a.m. – 1:30 p.m.
New Drive in front of PAC		
Gate on dirt path by Huts should be open on Saturday and Sunday		

Please be sure to provide appropriate supervision and insurance of \$1,000,000.00 liability to the Swartz Creek Community School District by May 15, 2017 in order to effectuate the use of these facilities and grounds.

Sincerely,

Jon Pechette
Executive Director of Finance
Swartz Creek Community Schools


Susan Mesack
rice chairman
Swartz Creek Hometown Days
2/23/17

Cc: B. Mainka D. Simonsen C. Mansour
J. Johnston A. Suchanek
K. Klaeren D. Simancek
B. Chapman R. Thompson
S. Calvo C. Campbell
R. Heatherton M. Tittsworth

*If fireworks are cancelled due to weather on Friday, then the make-up will be Saturday night at the same times, utilizing the High School and Middle School fields .

Ben Mainka, Superintendent Rod Heatherton, Director of Curriculum and Instruction

Colleen Mansour, Director of Personnel Jon Pechette, Director of Finance Travis Smith, Director of Technology

City Council Packet Our Mission: Swartz Creek Community Schools inspires our learners to embrace challenges, set goals,
grow their talents, and realize their dreams for success in a global society.

May 08, 2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Swartz Creek Community Schools C/O Jon Pechette 8354 Cappy Ln Swartz Creek, MI 48473-1242
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.





Swartz Creek Hometown Days Property Owners Permission Request

To: Swartz Creek Hometown Days
ATT: Vice Chairman/Logistics
PO Box 271
Swartz Creek, MI 48473

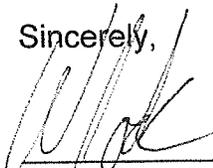
We, William Cook, give permission to City of Swartz Creek and

Swartz Creek Hometown Days Committee (HTD) use of the property of Cook's Diesel,

⁵²⁴⁸
5232 Morrish Rd, Swartz Creek MI, from Monday May 29, 2017 to Monday June 5,

2017. We understand that we are added to HTD General Liability Insurance for any and all accidents that may occur.

Sincerely,


Signature

W Cook
Print Name

2-22-17
Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Cooks Diesel & Bill Cooks 5248 Morrish Rd Swartz Creek, MI 48473-7611
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.





Swartz Creek Hometown Days Property Owners Permission Request

To: Swartz Creek Hometown Days
ATT: Vice Chairman/Logistics
PO Box 271
Swartz Creek, MI 48473

We, MARK OBRIEN, give permission to City of Swartz Creek and Swartz Creek Hometown Days Committee (HTD) use of the property of Obrien's Garage, 5099 Morrish Rd, Swartz Creek MI, from Monday May 29, 2017 to Monday June 5, 2017. We understand that we are added to HTD Insurance for any and all accidents that may occur.

Sincerely,

Mark Obrien MARK OBRIEN 2-27-17
Signature Print Name Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Mark O'Brien/O'Brien's Garage 5099 Morrish Rd Swartz Creek, MI 48473-1370
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.





Swartz Creek Hometown Days Property Owners Permission Request

To: Swartz Creek Hometown Days
ATT: Vice Chairman/Logistics
PO Box 271
Swartz Creek, MI 48473

I, WILLIAM J KINCAID, give my permission to City of Swartz Creek and Swartz Creek Hometown Days Committee (HTD) use of my property 5086 Morrish Rd prop #58-20014 in the City of Swartz Creek from Friday May 26, 2017 to Friday June 9, 2017 for all of HTD activities. I understand that William Kincaid and the property are added to HTD Liability Insurance for any and all accidents that may occur.

Sincerely,

William J Kincaid
Signature

William J Kincaid
Print Name

5-10-2017
Date

Email Address

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Scott & William Kincaid 4507 Ogema Ave Flint, MI 48507-2768
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



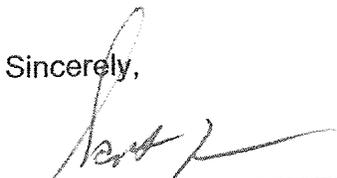


Swartz Creek Hometown Days Property Owners Permission Request

To: Swartz Creek Hometown Days
ATT: Vice Chairman/Logistics
PO Box 271
Swartz Creek, MI 48473

I, Scott Hoover, give permission to Swartz Creek Hometown Days Committee (HTD) use of properties; 8280 Crapo, 8300 Crapo, and 52 acres of vacant land adjacent to Swartz Creek Middle School for fireworks display during Swartz Creek Hometown Days Festival Friday June 2, 2017 with a rain date of Saturday June 3, 2017. I understand that I am listed as additional insured with Great Lakes Fireworks Company and all proper permits will be issued by the City of Swartz Creek City Council upon recommendation of Brent Cole, Swartz Creek Area Fire Chief.

Sincerely,

	<u>Scott Hoover</u>	<u>3/8/2017</u>
Signature	Print Name	Date
<u>Rx1Rules@hotmail.com</u>		<u>(810) 655-7665</u>
Email Address	Phone	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Scott Hoover 11064 Seymour Rd Gaines, MI 48436-9757
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.





Swartz Creek Hometown Days Property Owners Permission Request

To: Swartz Creek Hometown Days
ATT: Vice Chairman/Logistics
PO Box 271
Swartz Creek, MI 48473

I, John Alexander, give permission to City of Swartz Creek and Swartz Creek Hometown Days Committee (HTD) use of the property J&J Service on Morrish Rd from Monday May 29, 2017 to Tuesday June 6, 2017 for HTD activities. I understand that we are added to HTD Insurance for any and all accidents that may occur.

Sincerely,

<u>John Alexander</u>	<u>John Alexander</u>	<u>3/14/17</u>
Signature	Print Name	Date
<u>JA7000@gmail.com</u>	<u>810 444 6906</u>	
Email Address	Phone	

Note - Contact John 1 week before HTD to see if space is available

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
John Alexander 9451 E Pittsburg Rd Durand, MI 48429-9402
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.





Swartz Creek Hometown Days Property Owners Permission Request

To: Swartz Creek Hometown Days
ATT: Vice Chairman/Logistics
PO Box 271
Swartz Creek, MI 48473

We, PASTOR GUY LOCKREY, give permission to Swartz Creek Hometown Days Committee (HTD) use of the back parking lot for HTD Car Show on June 3, 2017. We understand that we are added to HTD Insurance for any and all accidents that may occur.

Sincerely,

	Guy Lockrey	4/4/17
Signature	Print Name	Date
<hr/>		
GLOCKREY@GMMI.COM	(810) 245-3788	
Email	Phone Number	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Family Worship Center 4494 Morrish Rd Swartz Creek, MI 48473-1309
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.





Swartz Creek Hometown Days Property Owners Permission Request

To: Swartz Creek Hometown Days
ATT: Vice Chairman/Logistics
PO Box 271
Swartz Creek, MI 48473

We, Kallas Htg + Cg, give permission to City of Swartz Creek and Swartz Creek Hometown Days Committee (HTD) use of the property of Kallas Heating and Cooling, 8077 Miller Rd, for HTD parade on Saturday, June 3, 2017. I understand that we are added to HTD Insurance for any and all accidents that may occur.

Sincerely,

Julie Kallas Julie Kallas 1-5-17
Signature Print Name Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Kallas Heating & Cooling 8077 Miller Rd Swartz Creek, MI 48473-1381
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



TABLE OF CONTENTS

COUNTY OF GENESEE

State of Michigan

2017 Defeasance of Genesee County Sanitary Sewage Disposal System No. 1 Bonds, Series 2006
(Western Trunk Extension Sewer Phase II)

Report	Page
2017 Partial Defeasance	
Sources and Uses of Funds	1
Summary of Bonds Refunded	2
Unrefunded Bond Debt Service	3
Prior Bond Debt Service	4
Savings	5
Escrow Requirements	6
Escrow Sufficiency	7
Escrow Statistics	8
2017 Defeasance - Clayton Township	
Savings	9
Prior Bond Debt Service	10
Remaining Bond Debt Service	11
Summary of Bonds Refunded	12
2017 Defeasance - Gaines Township	
Savings	13
Prior Bond Debt Service	14
Summary of Bonds Refunded	15
2017 Defeasance - City of Swartz Creek	
Savings	16
Prior Bond Debt Service	17
Summary of Bonds Refunded	18

SOURCES AND USES OF FUNDS

COUNTY OF GENESEE

State of Michigan

2017 Defeasance of Genesee County Sanitary Sewage Disposal System No. 1 Bonds, Series 2006
(Western Trunk Extension Sewer Phase II)

Sources:	2017 Defeasance - Clayton Township	2017 Defeasance - Gaines Township	2017 Defeasance - City of Swartz Creek	Total
Other Sources of Funds:				
Defeasance Contribution	251,125.30	649,432.84	458,970.19	1,359,528.33
	251,125.30	649,432.84	458,970.19	1,359,528.33
Uses:				
Refunding Escrow Deposits:				
Cash Deposit	251,125.30	649,432.84	458,970.19	1,359,528.33
	251,125.30	649,432.84	458,970.19	1,359,528.33



SUMMARY OF BONDS REFUNDED

COUNTY OF GENESEE

State of Michigan

2017 Defeasance of Genesee County Sanitary Sewage Disposal System No. 1 Bonds, Series 2006
(Western Trunk Extension Sewer Phase II)

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Genesee County Sanitary Sewer Disposal System No. 1 Bonds, Series 2006 (Clayton Township Portion), 2006CLAY:					
BOND	05/01/2018	4.000%	651.33	07/01/2017	100.000
	05/01/2019	4.000%	422.45	07/01/2017	100.000
	05/01/2020	4.100%	193.58	07/01/2017	100.000
	05/01/2021	4.150%	4,964.70	07/01/2017	100.000
	05/01/2022	4.250%	4,735.82	07/01/2017	100.000
	05/01/2023	4.250%	1,892.51	07/01/2017	100.000
	05/01/2024	4.300%	1,663.63	07/01/2017	100.000
	05/01/2025	4.350%	98,820.31	07/01/2017	100.000
	05/01/2026	4.350%	135,977.00	07/01/2017	100.000
			<u>249,321.33</u>		
Genesee County Sanitary Sewer Disposal System No. 1 Bonds, Series 2006 (Gaines Township Portion), 2006GAIN:					
BOND	05/01/2018	4.000%	58,210.13	07/01/2017	100.000
	05/01/2019	4.000%	61,273.83	07/01/2017	100.000
	05/01/2020	4.100%	64,337.51	07/01/2017	100.000
	05/01/2021	4.150%	67,401.21	07/01/2017	100.000
	05/01/2022	4.250%	70,464.90	07/01/2017	100.000
	05/01/2023	4.250%	75,060.43	07/01/2017	100.000
	05/01/2024	4.300%	78,124.13	07/01/2017	100.000
	05/01/2025	4.350%	82,719.66	07/01/2017	100.000
	05/01/2026	4.350%	87,315.20	07/01/2017	100.000
			<u>644,907.00</u>		
Genesee County Sanitary Sewer Disposal System No. 1 Bonds, Series 2006 (Swartz Creek Portion), 2006SWRZ:					
BOND	05/01/2018	4.000%	41,138.54	07/01/2017	100.000
	05/01/2019	4.000%	43,303.72	07/01/2017	100.000
	05/01/2020	4.100%	45,468.91	07/01/2017	100.000
	05/01/2021	4.150%	47,634.09	07/01/2017	100.000
	05/01/2022	4.250%	49,799.28	07/01/2017	100.000
	05/01/2023	4.250%	53,047.06	07/01/2017	100.000
	05/01/2024	4.300%	55,212.24	07/01/2017	100.000
	05/01/2025	4.350%	58,460.03	07/01/2017	100.000
	05/01/2026	4.350%	61,707.80	07/01/2017	100.000
			<u>455,771.67</u>		
			<u>1,350,000.00</u>		

UNREFUNDED BOND DEBT SERVICE

COUNTY OF GENESEE

State of Michigan

2017 Defeasance of Genesee County Sanitary Sewage Disposal System No. 1 Bonds, Series 2006
(Western Trunk Extension Sewer Phase II)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2017			15,732.50	15,732.50	15,732.50
05/01/2018	90,000	4.000%	15,732.50	105,732.50	
11/01/2018			13,932.50	13,932.50	119,665.00
05/01/2019	95,000	4.000%	13,932.50	108,932.50	
11/01/2019			12,032.50	12,032.50	120,965.00
05/01/2020	100,000	4.100%	12,032.50	112,032.50	
11/01/2020			9,982.50	9,982.50	122,015.00
05/01/2021	100,000	4.150%	9,982.50	109,982.50	
11/01/2021			7,907.50	7,907.50	117,890.00
05/01/2022	105,000	4.250%	7,907.50	112,907.50	
11/01/2022			5,676.25	5,676.25	118,583.75
05/01/2023	115,000	4.250%	5,676.25	120,676.25	
11/01/2023			3,232.50	3,232.50	123,908.75
05/01/2024	120,000	4.300%	3,232.50	123,232.50	
11/01/2024			652.50	652.50	123,885.00
05/01/2025	30,000	4.350%	652.50	30,652.50	
11/01/2025					30,652.50
	755,000		138,297.50	893,297.50	893,297.50



PRIOR BOND DEBT SERVICE

COUNTY OF GENESEE

State of Michigan

2017 Defeasance of Genesee County Sanitary Sewage Disposal System No. 1 Bonds, Series 2006
(Western Trunk Extension Sewer Phase II)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2017			28,584.99	28,584.99	28,584.99
05/01/2018	100,000	4.000%	28,584.99	128,584.99	
11/01/2018			26,585.00	26,585.00	155,169.99
05/01/2019	105,000	4.000%	26,585.00	131,585.00	
11/01/2019			24,485.00	24,485.00	156,070.00
05/01/2020	110,000	4.100%	24,485.00	134,485.00	
11/01/2020			22,230.01	22,230.01	156,715.01
05/01/2021	120,000	4.150%	22,230.01	142,230.01	
11/01/2021			19,740.00	19,740.00	161,970.01
05/01/2022	125,000	4.250%	19,740.00	144,740.00	
11/01/2022			17,083.75	17,083.75	161,823.75
05/01/2023	130,000	4.250%	17,083.75	147,083.75	
11/01/2023			14,321.25	14,321.25	161,405.00
05/01/2024	135,000	4.300%	14,321.25	149,321.25	
11/01/2024			11,418.75	11,418.75	160,740.00
05/01/2025	240,000	4.350%	11,418.75	251,418.75	
11/01/2025			6,198.75	6,198.75	257,617.50
05/01/2026	285,000	4.350%	6,198.75	291,198.75	
11/01/2026					291,198.75
	1,350,000		341,295.00	1,691,295.00	1,691,295.00

SAVINGS

COUNTY OF GENESEE

State of Michigan

2017 Defeasance of Genesee County Sanitary Sewage Disposal System No. 1 Bonds, Series 2006
(Western Trunk Extension Sewer Phase II)

Date	Prior Debt Service	Refunding Net Cash Flow	Savings	Annual Savings	Present Value to 06/01/2017 @ 1.5000000%
11/01/2017	28,584.99		28,584.99	28,584.99	28,407.55
05/01/2018	128,584.99		128,584.99		126,835.55
11/01/2018	26,585.00		26,585.00	155,169.99	26,028.09
05/01/2019	131,585.00		131,585.00		127,869.51
11/01/2019	24,485.00		24,485.00	156,070.00	23,616.51
05/01/2020	134,485.00		134,485.00		128,749.15
11/01/2020	22,230.01		22,230.01	156,715.01	21,123.46
05/01/2021	142,230.01		142,230.01		134,144.12
11/01/2021	19,740.00		19,740.00	161,970.01	18,479.17
05/01/2022	144,740.00		144,740.00		134,486.55
11/01/2022	17,083.75		17,083.75	161,823.75	15,755.36
05/01/2023	147,083.75		147,083.75		134,637.14
11/01/2023	14,321.25		14,321.25	161,405.00	13,011.76
05/01/2024	149,321.25		149,321.25		134,657.85
11/01/2024	11,418.75		11,418.75	160,740.00	10,220.77
05/01/2025	251,418.75		251,418.75		223,366.29
11/01/2025	6,198.75		6,198.75	257,617.50	5,466.12
05/01/2026	291,198.75		291,198.75		254,870.38
11/01/2026				291,198.75	
	1,691,295.00	0.00	1,691,295.00	1,691,295.00	1,561,725.35

Savings Summary

PV of savings from cash flow	1,561,725.35
Less: Prior funds on hand	(1,359,528.33)
Net PV Savings	202,197.02

ESCROW REQUIREMENTS

COUNTY OF GENESEE

State of Michigan

2017 Defeasance of Genesee County Sanitary Sewage Disposal System No. 1 Bonds, Series 2006
(Western Trunk Extension Sewer Phase II)

Period Ending	Interest	Principal Redeemed	Total
07/01/2017	9,528.33	1,350,000.00	1,359,528.33
	9,528.33	1,350,000.00	1,359,528.33

ESCROW SUFFICIENCY

COUNTY OF GENESEE

State of Michigan

2017 Defeasance of Genesee County Sanitary Sewage Disposal System No. 1 Bonds, Series 2006
(Western Trunk Extension Sewer Phase II)

Date	Escrow Requirement	Net Escrow Receipts	Excess Receipts	Excess Balance
06/01/2017		1,359,528.33	1,359,528.33	1,359,528.33
07/01/2017	1,359,528.33		(1,359,528.33)	
	1,359,528.33	1,359,528.33	0.00	



ESCROW STATISTICS

COUNTY OF GENESEE

State of Michigan

2017 Defeasance of Genesee County Sanitary Sewage Disposal System No. 1 Bonds, Series 2006
(Western Trunk Extension Sewer Phase II)

Escrow	Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
2017 Defeasance - Clayton Township, Global Proceeds Escrow:	251,125.30				251,125.30		
2017 Defeasance - Gaines Township, Global Proceeds Escrow:	649,432.84				649,432.84		
2017 Defeasance - City of Swartz Creek, Global Proceeds Escrow:	458,970.19				458,970.19		
	1,359,528.33				1,359,528.33	0.00	0.00

Delivery date 06/01/2017

SAVINGS

Clayton Township
County of Genesee
State of Michigan

2017 Cash Defeasance of Township's portion of 2006 Western Trunk Sewage Bonds
Analysis as of April 21, 2017

Date	Prior Debt Service	Refunding Net Cash Flow	Savings	Annual Savings	Present Value to 06/01/2017 @ 1.5000000%
11/01/2017	5,411.92		5,411.92	5,411.92	5,378.33
05/01/2018	6,063.25		6,063.25		5,980.76
11/01/2018	5,398.90		5,398.90	11,462.15	5,285.80
05/01/2019	5,821.35		5,821.35		5,656.98
11/01/2019	5,390.45		5,390.45	11,211.80	5,199.25
05/01/2020	5,584.03		5,584.03		5,345.87
11/01/2020	5,386.48		5,386.48	10,970.51	5,118.36
05/01/2021	10,351.18		10,351.18		9,762.71
11/01/2021	5,283.46		5,283.46	15,634.64	4,946.00
05/01/2022	10,019.28		10,019.28		9,309.51
11/01/2022	5,182.83		5,182.83	15,202.11	4,779.83
05/01/2023	7,075.34		7,075.34		6,476.61
11/01/2023	5,142.61		5,142.61	12,217.95	4,672.39
05/01/2024	6,806.24		6,806.24		6,137.87
11/01/2024	5,106.84		5,106.84	11,913.08	4,571.06
05/01/2025	103,927.15		103,927.15		92,331.31
11/01/2025	2,957.50		2,957.50	106,884.65	2,607.95
05/01/2026	138,934.50		138,934.50		121,601.79
11/01/2026				138,934.50	
	339,843.31	0.00	339,843.31	339,843.31	305,162.34

Savings Summary

PV of savings from cash flow	305,162.34
Less: Prior funds on hand	(251,125.30)
Net PV Savings	54,037.04

PRIOR BOND DEBT SERVICE

Clayton Township
County of Genesee
State of Michigan
2017 Cash Defeasance of Township's portion of 2006 Western Trunk Sewage Bonds
Analysis as of April 21, 2017

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2017			5,411.92	5,411.92	5,411.92
05/01/2018	651.33	4.000%	5,411.92	6,063.25	
11/01/2018			5,398.90	5,398.90	11,462.15
05/01/2019	422.45	4.000%	5,398.90	5,821.35	
11/01/2019			5,390.45	5,390.45	11,211.80
05/01/2020	193.58	4.100%	5,390.45	5,584.03	
11/01/2020			5,386.48	5,386.48	10,970.51
05/01/2021	4,964.70	4.150%	5,386.48	10,351.18	
11/01/2021			5,283.46	5,283.46	15,634.64
05/01/2022	4,735.82	4.250%	5,283.46	10,019.28	
11/01/2022			5,182.83	5,182.83	15,202.11
05/01/2023	1,892.51	4.250%	5,182.83	7,075.34	
11/01/2023			5,142.61	5,142.61	12,217.95
05/01/2024	1,663.63	4.300%	5,142.61	6,806.24	
11/01/2024			5,106.84	5,106.84	11,913.08
05/01/2025	98,820.31	4.350%	5,106.84	103,927.15	
11/01/2025			2,957.50	2,957.50	106,884.65
05/01/2026	135,977.00	4.350%	2,957.50	138,934.50	
11/01/2026					138,934.50
	249,321.33		90,521.98	339,843.31	339,843.31

Notes:

Analysis assumes Township is responsible for 47.7112% of the 2006 Western Trunk Sewer Bonds
Assumes a payoff date of June 1, 2017
Assumes a discount rate of 1.50%



REMAINING BOND DEBT SERVICE

Clayton Township
County of Genesee
State of Michigan
2017 Cash Defeasance of Township's portion of 2006 Western Trunk Sewage Bonds
Analysis as of April 21, 2017

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2017			15,732.50	15,732.50	15,732.50
05/01/2018	90,000	4.000%	15,732.50	105,732.50	
11/01/2018			13,932.50	13,932.50	119,665.00
05/01/2019	95,000	4.000%	13,932.50	108,932.50	
11/01/2019			12,032.50	12,032.50	120,965.00
05/01/2020	100,000	4.100%	12,032.50	112,032.50	
11/01/2020			9,982.50	9,982.50	122,015.00
05/01/2021	100,000	4.150%	9,982.50	109,982.50	
11/01/2021			7,907.50	7,907.50	117,890.00
05/01/2022	105,000	4.250%	7,907.50	112,907.50	
11/01/2022			5,676.25	5,676.25	118,583.75
05/01/2023	115,000	4.250%	5,676.25	120,676.25	
11/01/2023			3,232.50	3,232.50	123,908.75
05/01/2024	120,000	4.300%	3,232.50	123,232.50	
11/01/2024			652.50	652.50	123,885.00
05/01/2025	30,000	4.350%	652.50	30,652.50	
11/01/2025					30,652.50
	755,000		138,297.50	893,297.50	893,297.50

SUMMARY OF BONDS REFUNDED

Clayton Township
County of Genesee
State of Michigan
2017 Cash Defeasance of Township's portion of 2006 Western Trunk Sewage Bonds
Analysis as of April 21, 2017

PRI - Prior Debt

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Genesee County Sanitary Sewer Disposal System No. 1 Bonds, Series 2006 (Clayton Township Portion), 2006CLAY:					
BOND	05/01/2018	4.000%	651.33	07/01/2017	100.000
	05/01/2019	4.000%	422.45	07/01/2017	100.000
	05/01/2020	4.100%	193.58	07/01/2017	100.000
	05/01/2021	4.150%	4,964.70	07/01/2017	100.000
	05/01/2022	4.250%	4,735.82	07/01/2017	100.000
	05/01/2023	4.250%	1,892.51	07/01/2017	100.000
	05/01/2024	4.300%	1,663.63	07/01/2017	100.000
	05/01/2025	4.350%	98,820.31	07/01/2017	100.000
	05/01/2026	4.350%	135,977.00	07/01/2017	100.000
			249,321.33		



SAVINGS

Gaines Township
County of Genesee
State of Michigan

2017 Cash Defeasance of Township's portion of 2006 Western Trunk Sewage Bonds
Analysis as of April 21, 2017

Date	Prior Debt Service	Refunding Net Cash Flow	Savings	Annual Savings	Present Value to 06/01/2017 @ 1.5000000%
11/01/2017	13,577.51		13,577.51	13,577.51	13,493.23
05/01/2018	71,787.64		71,787.64		70,810.95
11/01/2018	12,413.31		12,413.31	84,200.95	12,153.27
05/01/2019	73,687.14		73,687.14		71,606.48
11/01/2019	11,187.83		11,187.83	84,874.97	10,790.99
05/01/2020	75,525.34		75,525.34		72,304.15
11/01/2020	9,868.92		9,868.92	85,394.26	9,377.67
05/01/2021	77,270.13		77,270.13		72,877.26
11/01/2021	8,470.34		8,470.34	85,740.47	7,929.32
05/01/2022	78,935.24		78,935.24		73,343.43
11/01/2022	6,972.96		6,972.96	85,908.20	6,430.76
05/01/2023	82,033.39		82,033.39		75,091.51
11/01/2023	5,377.93		5,377.93	87,411.32	4,886.19
05/01/2024	83,502.06		83,502.06		75,302.13
11/01/2024	3,698.26		3,698.26	87,200.32	3,310.26
05/01/2025	86,417.92		86,417.92		76,775.70
11/01/2025	1,899.11		1,899.11	88,317.03	1,674.65
05/01/2026	89,214.31		89,214.31		78,084.42
11/01/2026				89,214.31	
	791,839.34	0.00	791,839.34	791,839.34	736,242.39

Savings Summary

PV of savings from cash flow	736,242.39
Less: Prior funds on hand	(649,432.84)
Net PV Savings	86,809.55

PRIOR BOND DEBT SERVICE

Gaines Township
County of Genesee
State of Michigan
2017 Cash Defeasance of Township's portion of 2006 Western Trunk Sewage Bonds
Analysis as of April 21, 2017

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2017			13,577.51	13,577.51	13,577.51
05/01/2018	58,210.13	4.000%	13,577.51	71,787.64	
11/01/2018			12,413.31	12,413.31	84,200.95
05/01/2019	61,273.83	4.000%	12,413.31	73,687.14	
11/01/2019			11,187.83	11,187.83	84,874.97
05/01/2020	64,337.51	4.100%	11,187.83	75,525.34	
11/01/2020			9,868.92	9,868.92	85,394.26
05/01/2021	67,401.21	4.150%	9,868.92	77,270.13	
11/01/2021			8,470.34	8,470.34	85,740.47
05/01/2022	70,464.90	4.250%	8,470.34	78,935.24	
11/01/2022			6,972.96	6,972.96	85,908.20
05/01/2023	75,060.43	4.250%	6,972.96	82,033.39	
11/01/2023			5,377.93	5,377.93	87,411.32
05/01/2024	78,124.13	4.300%	5,377.93	83,502.06	
11/01/2024			3,698.26	3,698.26	87,200.32
05/01/2025	82,719.66	4.350%	3,698.26	86,417.92	
11/01/2025			1,899.11	1,899.11	88,317.03
05/01/2026	87,315.20	4.350%	1,899.11	89,214.31	
11/01/2026					89,214.31
	644,907.00		146,932.34	791,839.34	791,839.34

Notes:

Analysis assumes Township is responsible for 30.6369% of the 2006 Western Trunk Sewer Bonds
Assumes a payoff date of June 1, 2017
Assumes a discount rate of 1.50%

SUMMARY OF BONDS REFUNDED

Gaines Township
County of Genesee
State of Michigan
2017 Cash Defeasance of Township's portion of 2006 Western Trunk Sewage Bonds
Analysis as of April 21, 2017

PRI - Prior Debt

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Genesee County Sanitary Sewer Disposal System No. 1 Bonds, Series 2006 (Gaines Township Portion), 2006GAIN:					
BOND	05/01/2018	4.000%	58,210.13	07/01/2017	100.000
	05/01/2019	4.000%	61,273.83	07/01/2017	100.000
	05/01/2020	4.100%	64,337.51	07/01/2017	100.000
	05/01/2021	4.150%	67,401.21	07/01/2017	100.000
	05/01/2022	4.250%	70,464.90	07/01/2017	100.000
	05/01/2023	4.250%	75,060.43	07/01/2017	100.000
	05/01/2024	4.300%	78,124.13	07/01/2017	100.000
	05/01/2025	4.350%	82,719.66	07/01/2017	100.000
	05/01/2026	4.350%	87,315.20	07/01/2017	100.000
			644,907.00		



SAVINGS

City of Swartz Creek
County of Genesee
State of Michigan
2017 Cash Defeasance of Township's portion of 2006 Western Trunk Sewage Bonds
Analysis as of April 21, 2017

Date	Prior Debt Service	Refunding Net Cash Flow	Savings	Annual Savings	Present Value to 06/01/2017 @ 1.5000000%
11/01/2017	9,595.56		9,595.56	9,595.56	9,536.00
05/01/2018	50,734.10		50,734.10		50,043.85
11/01/2018	8,772.79		8,772.79	59,506.89	8,589.02
05/01/2019	52,076.51		52,076.51		50,606.06
11/01/2019	7,906.72		7,906.72	59,983.23	7,626.27
05/01/2020	53,375.63		53,375.63		51,099.13
11/01/2020	6,974.61		6,974.61	60,350.24	6,627.43
05/01/2021	54,608.70		54,608.70		51,504.15
11/01/2021	5,986.20		5,986.20	60,594.90	5,603.85
05/01/2022	55,785.48		55,785.48		51,833.61
11/01/2022	4,927.96		4,927.96	60,713.44	4,544.78
05/01/2023	57,975.02		57,975.02		53,069.02
11/01/2023	3,800.71		3,800.71	61,775.73	3,453.19
05/01/2024	59,012.95		59,012.95		53,217.86
11/01/2024	2,613.65		2,613.65	61,626.60	2,339.44
05/01/2025	61,073.68		61,073.68		54,259.28
11/01/2025	1,342.14		1,342.14	62,415.82	1,183.51
05/01/2026	63,049.94		63,049.94		55,184.17
11/01/2026				63,049.94	
	559,612.35	0.00	559,612.35	559,612.35	520,320.62

Savings Summary

PV of savings from cash flow	520,320.62
Less: Prior funds on hand	(458,970.19)
Net PV Savings	61,350.43

PRIOR BOND DEBT SERVICE

City of Swartz Creek
County of Genesee
State of Michigan
2017 Cash Defeasance of Township's portion of 2006 Western Trunk Sewage Bonds
Analysis as of April 21, 2017

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2017			9,595.56	9,595.56	9,595.56
05/01/2018	41,138.54	4.000%	9,595.56	50,734.10	
11/01/2018			8,772.79	8,772.79	59,506.89
05/01/2019	43,303.72	4.000%	8,772.79	52,076.51	
11/01/2019			7,906.72	7,906.72	59,983.23
05/01/2020	45,468.91	4.100%	7,906.72	53,375.63	
11/01/2020			6,974.61	6,974.61	60,350.24
05/01/2021	47,634.09	4.150%	6,974.61	54,608.70	
11/01/2021			5,986.20	5,986.20	60,594.90
05/01/2022	49,799.28	4.250%	5,986.20	55,785.48	
11/01/2022			4,927.96	4,927.96	60,713.44
05/01/2023	53,047.06	4.250%	4,927.96	57,975.02	
11/01/2023			3,800.71	3,800.71	61,775.73
05/01/2024	55,212.24	4.300%	3,800.71	59,012.95	
11/01/2024			2,613.65	2,613.65	61,626.60
05/01/2025	58,460.03	4.350%	2,613.65	61,073.68	
11/01/2025			1,342.14	1,342.14	62,415.82
05/01/2026	61,707.80	4.350%	1,342.14	63,049.94	
11/01/2026					63,049.94
	455,771.67		103,840.68	559,612.35	559,612.35

Notes:

Analysis assumes City is responsible for 21.6519% of the 2006 Western Trunk Sewer Bonds
Assumes a payoff date of June 1, 2017
Assumes a discount rate of 1.50%

SUMMARY OF BONDS REFUNDED

City of Swartz Creek
County of Genesee
State of Michigan
2017 Cash Defeasance of Township's portion of 2006 Western Trunk Sewage Bonds
Analysis as of April 21, 2017

PRI - Prior Debt

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Genesee County Sanitary Sewer Disposal System No. 1 Bonds, Series 2006 (Swartz Creek Portion), 2006SWRZ:					
BOND	05/01/2018	4.000%	41,138.54	07/01/2017	100.000
	05/01/2019	4.000%	43,303.72	07/01/2017	100.000
	05/01/2020	4.100%	45,468.91	07/01/2017	100.000
	05/01/2021	4.150%	47,634.09	07/01/2017	100.000
	05/01/2022	4.250%	49,799.28	07/01/2017	100.000
	05/01/2023	4.250%	53,047.06	07/01/2017	100.000
	05/01/2024	4.300%	55,212.24	07/01/2017	100.000
	05/01/2025	4.350%	58,460.03	07/01/2017	100.000
	05/01/2026	4.350%	61,707.80	07/01/2017	100.000
			455,771.67		

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ADVERTISEMENT FOR BIDS
CITY OF SWARTZ CREEK

The City of Swartz Creek will be accepting sealed bids for the replacement of chain link fence and gates. Complete bid packets can be picked up at the City office located at 8083 Civic Dr., Swartz Creek, MI. Monday through Friday between 8:00 am to 12:00 pm and 1:00 pm to 4:30 pm until 10:00 am, Wednesday, April 20, 2017, with bids being opened to the public at that time.

Publish: Thursday, April 6, 2017

PROOF REQUIRED

Please Bill the: City of Swartz Creek
 8083 Civic Drive
 Swartz Creek. MI 48473

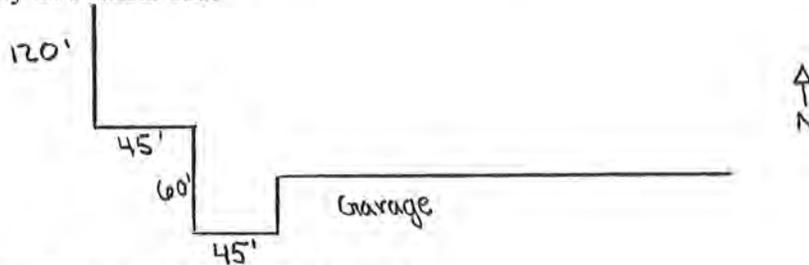
SPECIFICATIONS FOR FENCE REPLACEMENT

3 LOCATIONS

Location: DPW 5121 Morrish Road

Replacing the existing fence from the garage to the creek with black chain link fence. Upgrade gate to a 25' Cantalever gate standard 4' walk gate. Removal and haul away will be included in price.

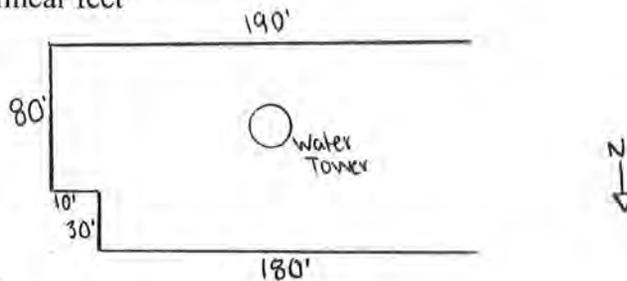
Approximately 270 linear feet



Location: Water Tower 8497 Miller Road

Replace existing chain link fence with a lifetime guarantee white 6' vinyl fence. Also, replacing existing chain link gate and adding privacy slats.

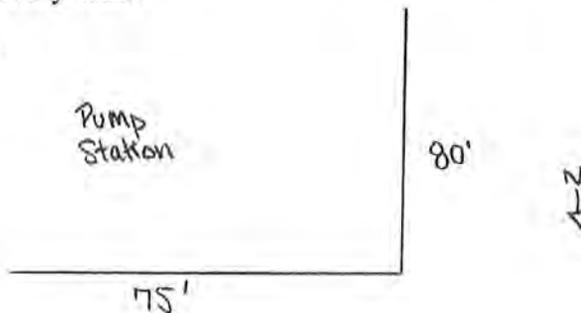
Approximately 490 linear feet



Location: Lift Station 8331 Cappy Lane

Replace existing chain link fence with lifetime guarantee white 6' vinyl fence. Also, replacing 10' chain link gates and add privacy slats.

Approximately 155 linear feet



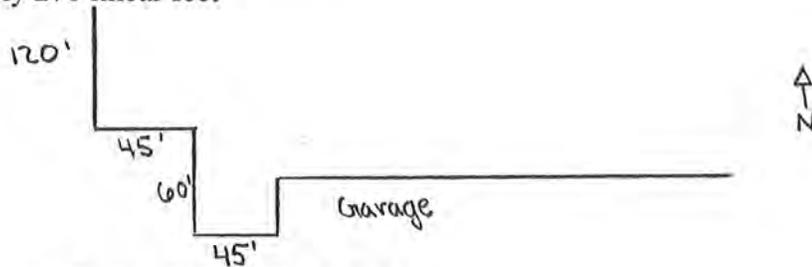
SPECIFICATIONS FOR FENCE REPLACEMENT

3 LOCATIONS

Location: DPW 5121 Morrish Road

Replacing the existing fence from the garage to the creek with black chain link fence. Upgrade gate to a 25' Cantalever gate standard 4' walk gate. Removal and haul away will be included in price.

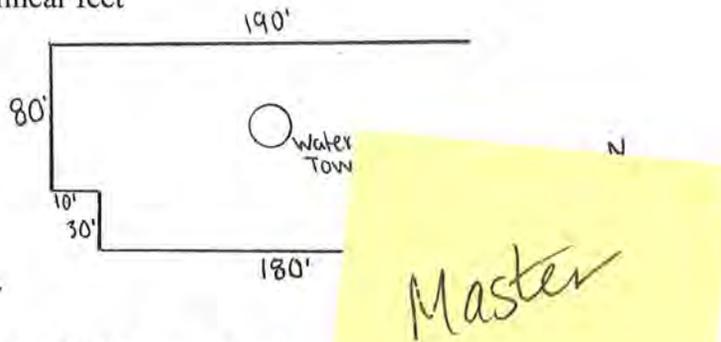
Approximately 270 linear feet



Location: Water Tower 8497 Miller Road

Replace existing chain link fence with a lifetime guarantee white 6' vinyl fence. Also, replacing existing chain link gate and adding privacy slats.

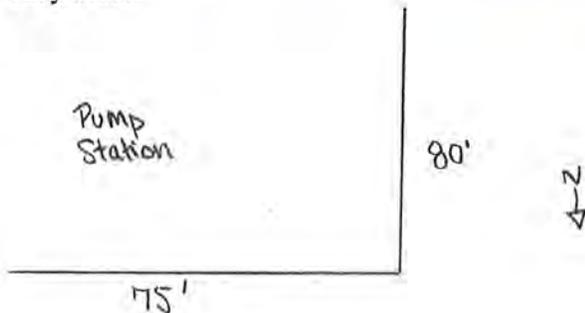
Approximately 490 linear feet



Location: Lift Station 8331 Cappy Lane

Replace existing chain link fence with lifetime guarantee white 6' vinyl fence. Also, replacing 10' chain link gates and add privacy slats.

Approximately 155 linear feet



"Great Fences Make Great Neighbors"

ACTION FENCE

Invoice

No 302

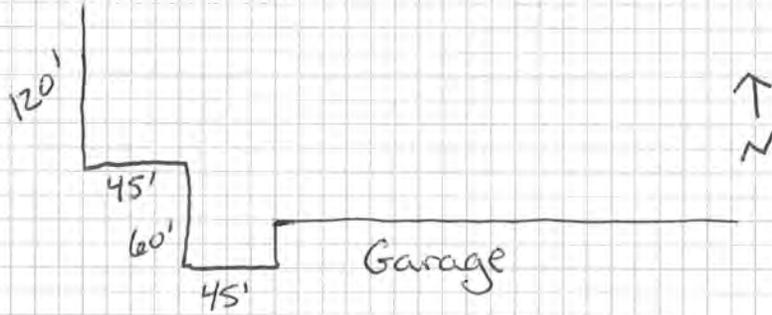
1047 Roods Lake Rd. • Lapeer, MI 48446
Office: 810-667-7032 ActionFenceInc.com
RUSS EDIE



INVOICE SUBMITTED TO <i>Swartz Creek</i>	PHONE <i>(810) 719-8071</i>	DATE <i>4-18-17</i>
STREET <i>Dplw 5121 Morrish Road</i>	CELL PHONE	
CITY, STATE AND ZIP CODE <i>Swartz Creek, MI 48473</i>	MISS DIG	

We hereby submit specifications and estimates for:

Replacing the existing fence from the garage to the creek with black chain link fence. Upgrade gate to a 25' Cantalever gate Standard 4' walk gate. Removal and haul away will be included in price. Approximately 270 linear feet.



Customer is responsible for the following:

- Calling Miss Dig a minimum of 72 business hours in advance. 800-782-7171 We are not responsible for anything underground not marked.
- Permit costs.
- Any additional cost for line clearing.
- Additional costs for removing excess soil.
- Additional charges for a hard dig.

We propose to hereby furnish material and labor — complete in accordance with above specifications, for the sum of:

dollars \$ 10,300.00

Payment to be made as follows: 50% Down

Deposit \$ _____

Balance Upon Completion

Balance \$ _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

NOTE: This proposal may be withdrawn by us if not accepted within 20 days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature *[Signature]*

Date of Acceptance 17

Signature _____

May 08, 2017

"Great Fences Make Great Neighbors"

Invoice

ACTION FENCE

No 303

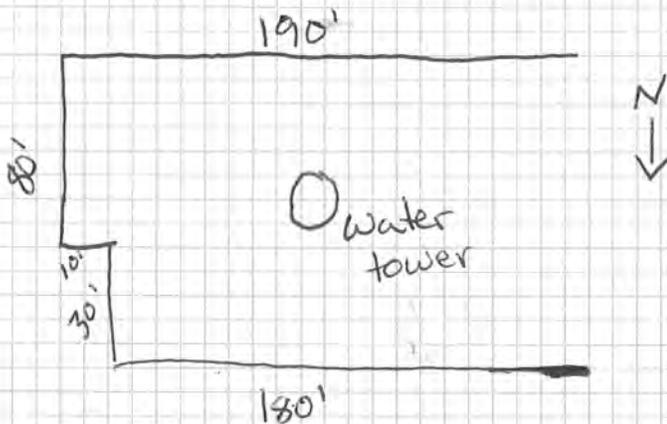
1047 Roods Lake Rd. • Lapeer, MI 48446
Office: 810-667-7032 ActionFenceInc.com
RUSS EDIE



INVOICE SUBMITTED TO <i>Swartz Creek</i>	PHONE <i>(517) 719-8071</i>	DATE <i>4-18-17</i>
STREET <i>Water Tower 8497 Miller Road</i>	CELL PHONE	
CITY, STATE AND ZIP CODE <i>Swartz creek, MI 48473</i>	MISS DIG	

We hereby submit specifications and estimates for:

Replace existing chain link fence with a lifetime guarantee white 6' vinyl fence. Also, replacing existing chain link gate and adding privacy slats. Approximately 490 linear feet.



Customer is responsible for the following:

- Calling Miss Dig a minimum of 72 business hours in advance. 800-782-7171
We are not responsible for anything underground not marked.
- Permit costs.
- Any additional cost for line clearing.
- Additional costs for removing excess soil.
- Additional charges for a hard dig.

We propose to hereby furnish material and labor — complete in accordance with above specifications, for the sum of:

dollars \$ 24,704.00

Payment to be made as follows: 50% Down

Deposit \$ _____

Balance Upon Completion

Balance \$ _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

NOTE: This proposal may be withdrawn by us if not accepted within 20 days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature *RE*

Date of Acceptance 5-17

Signature _____

May 08, 2017

"Great Fences Make Great Neighbors"

ACTION FENCE

Invoice

No 304

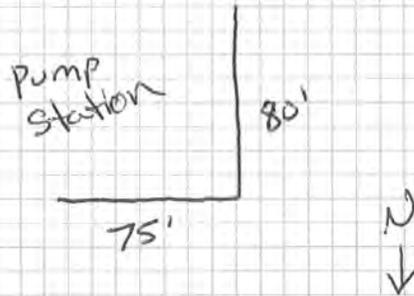
1047 Roods Lake Rd. • Lapeer, MI 48446
Office: 810-667-7032 ActionFenceInc.com
RUSS EDIE



INVOICE SUBMITTED TO <i>Swartz Creek</i>	PHONE <i>(517) 719-8071</i>	DATE <i>4-18-17</i>
STREET <i>Lift Station 8331 Cappy Lane</i>	CELL PHONE	
CITY, STATE AND ZIP CODE <i>Swartz Creek, MI, 48473</i>	MISS DIG	

We hereby submit specifications and estimates for:

Replace existing Chain link fence with lifetime guarantee white 6' Vinyl Fence. Also, replacing 10' chain link gates and add privacy slats. Approximately 155 linear feet.



Customer is responsible for the following:

- Calling Miss Dig a minimum of 72 business hours in advance. 800-782-7171
We are not responsible for anything underground not marked.
- Permit costs.
- Any additional cost for line clearing.
- Additional costs for removing excess soil.
- Additional charges for a hard dig.

We propose to hereby furnish material and labor — complete in accordance with above specifications, for the sum of:

dollars \$ 4,500.00

Payment to be made as follows: 50% Down

Deposit \$ _____

Balance Upon Completion

Balance \$ _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

NOTE: This proposal may be withdrawn by us if not accepted within 20 days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature *[Signature]*

Date of Acceptance City Council Packet -17

Signature _____ Date May 08, 2017

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OWOSSO, MI 48867

PH: 989-725-6931

FAX: 989-725-6580

*****CARPET**VINYL**HARDWOODS**LAMINATES***

CERAMIC**

SPECIFICATIONS FOR CARPET REPLACEMENT

Location: Public Safety Building 8100 Civic Drive

Squad Room

Carpet Tile

88 square yards

Adhesive

Base 6" 220 ft.

Labor to tear out old, scarify, dispose,

Move furniture & install new cpt

TOTAL cost: \$2687.12

Main PD

Carpet Tile

112 square yards

Adhesive

Base 6" 300 ft.

Labor to tear out old, scarify floor dispose,

Move furniture & install new cpt. and base

TOTAL cost: \$3390.88

Extra office

Carpet Tile

18 square yards

Adhesive

Base 6" 42" ft.

Labor to tear out old, scarify, dispose,

Move furniture & install new cpt. & base

TOTAL cost: \$ 646.76

Color to be chosen after bid acceptance

TOTAL FOR ALL: \$6955.76

ADVERTISEMENT FOR BIDS
CITY OF SWARTZ CREEK

The City of Swartz Creek will be accepting sealed bids for carpet replacement at the Public Safety Building located at 8100 Civic Drive, Swartz Creek, MI. Complete bid packets can be picked up at the City office located at 8083 Civic Drive, Swartz Creek, MI., Monday through Friday between 8:00 am to 12:00 pm and 1:00 pm to 4:30 pm, until 10:30 am, Wednesday, April 20, 2017, with bids being opened to the public at that time.

Publish: Thursday, April 6, 2017

PROOF REQUIRED

Please Bill the: City of Swartz Creek
 8083 Civic Drive
 Swartz Creek, MI 48473

SPECIFICATIONS FOR CARPET REPLACEMENT

Location: Public Safety Building 8100 Civic Drive

Squad Room

Carpet Tile

114 square yards

Adhesive

Base 6" 340 ft

Labor to tear out old, scarify floor, dispose, move furniture, and install new carpet and base

Total Cost: _____

Main PD

Carpet Tile

96 square yards

Adhesive

Base 6" 170 ft

Labor to tear out old, scarify floor, dispose, move furniture, and install new carpet and base

Total Cost: _____

Extra Office

Carpet Tile

18 square yards

Adhesive

Base 6" 42 ft

Labor to tear out old, scarify floor, dispose, move furniture, and install new carpet and base

Total Cost: _____

Color to be chosen after bid acceptance

Total For All: _____

Beaulieu of America, LLC
 800-267-6638
 1502 Coronet Drive
 Dalton, GA 30702

Product Specifications

3/27/2017

Marketing Brand	HOLLYTEX	Magic Fresh:	NO
Style	T4693 AIRBRUSH	0	Ft MX
Construction			
Dye Method			
Ozs Per Square Yard			
Average Pile Height			
Primary Backing	WOVEN POLYPROPYLENE		
Pattern Repeat			
Stain Protection	NO		
Fiber	OLEFIN POLYPROPYLENE FILAMENT		
FHA/HUD Certified			
Density	0		
Twist		Green Label	
Guage		Stiches/Inch	CR# 0

Color Information

Number	Name	Number	Name	Number	Name
14	CHOCOLATE	06	GRANITE	15	PEBBLE BEACH
02	CONCRETE	04	LAVA	03	ROCKFACE
08	FOREST FLOOR	16	OBSIDIAN		



**STANDARD LIGHTING CONTRACT
(COMPANY OWNED) FORM 548**

Contract Number: 100000431294

Notification Number: 1038592171

Part I

Effective date of agreement: 6/30/2017

Company:
CONSUMERS ENERGY COMPANY

Customer: Swartz Creek

A Michigan Corporation
ONE ENERGY PLAZA
JACKSON, MI 49201-2357

Customer Type: City

County: Genesee

ZIP Code: 48473

Lighting Type: General Unmetered Experimental Lighting Rate GU-XL

Initial Term: 1 year(s) beginning with the Effective Date of Agreement stated above.

Part II

TERMS AND CONDITIONS, is attached hereto and is a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS.

CONSUMERS ENERGY

Customer: Swartz Creek

Customer Type: City

CE Representative Signature:

Customer Representative Signature:

CE Representative Name:

Print Name: _____

Title: _____

CE Representative Title:

Clerk Attest: _____

Standard Lighting Contract Terms and Conditions

1. The Company agrees to furnish the Customer with lighting service respecting the luminaires, lamps and other equipment constituting the installation(s) listed in Part I and also to furnish lighting service respecting any additional luminaires, lamps and other equipment to be installed hereunder as may be authorized by the Customer through execution of an Authorization for Change in Standard Lighting Contract, attached to and made a part of this Agreement as Form 547.

2. The Company's service lines necessary to supply the energy for said lighting equipment shall be constructed in the public streets and highways of the Customer, or on private property, as mutually agreed between the Company and the Customer. In cases where such lines are to be constructed upon private property, the Customer shall obtain and furnish to the Company adequate written easements granting permission to install and maintain such lines.
3. Neither party shall be liable to the other for damages for any act, omission or circumstance occasioned by or in consequence of any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, or by any other cause or causes beyond such party's control, including any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party hereto; provided, however, that the Company's responsibility for interruptions in service, phase failure or reversal, or variations in the service characteristics shall be as provided in the Company's Electric Rate Book as filed with and approved by the Michigan Public Service Commission and such amendments thereof as may be filed with and approved by the Michigan Public Service Commission from time to time. A copy of said Electric Rate Book will be furnished to the Customer upon request.
4. The Customer shall pay the Company for the lighting service herein provided for in accordance with the Company's applicable lighting rate, and in accordance with such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission from time to time
5. The Company shall render to the Customer, as soon as possible after the first day of each month, a bill for all lighting service furnished hereunder during the preceding month. Such bills shall be due and payable within twenty-one days after their issuance
6. The Company agrees to furnish a service for lighting and the Customer agrees to take service for lighting in accordance with the terms and conditions of the Company's General Service Unmetered Lighting Rate GUL and General Unmetered Experimental Lighting Rate GU-XL in accordance with such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission.

7. Further, the Company will, under the terms and conditions hereof and of the Company's General Service Unmetered Lighting Rate GUL and General Unmetered Experimental Lighting Rate GU-XL and such revisions and amendments thereof, supplements thereto, or substitutions therefor as may be filed with and approved by the Michigan Public Service Commission from time to time and at such locations as may be authorized by the Customer through execution of an Authorization for Change in Standard Lighting Contract (Form 547), relocate any lighting equipment which is included in the initial Company-owned installation or in the additional Company-owned lighting equipment identified in Part I, provided that:
 - a. Upon relocation of any of such lighting equipment, the Customer shall reimburse the Company for the Company's actual costs of such relocation regardless of the time period that such equipment has been installed, and
 - b. The relocated equipment shall conform with the provisions in such application rates
8. In addition, the Company will, upon termination of this Agreement by the Customer or breach of this Agreement by the Customer resulting in termination of this Agreement, remove all of the aforesaid Company-owned lighting equipment which is then installed and not thereupon covered by another lighting contract. Upon removal of all of such lighting equipment, upon termination of this Agreement as aforesaid, the Customer shall reimburse the Company for the Company's actual costs of removing such equipment regardless of the time period that such equipment has been installed. The Company reserves the right to require special contractual arrangements respecting the replacement of any of the Company-owned lighting equipment or the removal thereof prior to the termination of this Agreement.
9. This Agreement shall become effective on the Effective Date of Agreement identified in Part I and shall continue in effect for an initial term as stated in Part I and from year to year thereafter until terminated by mutual consent or upon twelve months written notice given by either party to the other. This Agreement, when effective, shall supersede all existing contracts with relation to the lighting service herein provided for.
10. This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.
11. Additional Items:
None

Part III

RESOLUTION

RESOLVED, that it is hereby deemed advisable to enter into a contract with Consumers Energy Company of Jackson, Michigan, for furnishing lighting service within the City of Swartz Creek for a period of 1 year(s) and thereafter from year to year, in accordance with the terms of the contract heretofore submitted to and considered by this commission council board; and

RESOLVED, further, that the _____ and the Clerk be and are authorized and directed to execute such contract on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF Genesee

I, _____, Clerk of the City of Swartz Creek, do hereby certify that the foregoing resolution was duly adopted by the commission council board of said municipality, at the meeting held on _____.

Dated:

Municipal Customer Type:City

GENERAL UNMETERED EXPERIMENTAL LIGHTING RATE GU-XL

<i>Number of Luminaires</i>	<i>Nominal Watts</i>	<i>Luminaire Type</i>	<i>Fixture Type</i>	<i>Fixture Style</i>	<i>Install Remove</i>	<i>Location</i>
1	<u>84</u>	<u>LED</u>	<u>Post Top</u>		<u>Install</u>	Chesterfield Dr & Seymour Rd
3	<u>54</u>	<u>LED</u>	<u>Post Top</u>		<u>Install</u>	Chesterfield Dr, between Seymour Rd & Daval Dr
1	<u>84</u>	<u>LED</u>	<u>Post Top</u>		<u>Install</u>	Chesterfield Dr & Daval Dr
1	<u>54</u>	<u>LED</u>	<u>Post Top</u>		<u>Install</u>	Chesterfield Dr, E of Daval Dr
1	<u>84</u>	<u>LED</u>	<u>Post Top</u>		<u>Install</u>	Chesterfield Dr & Winston
1	<u>84</u>	<u>LED</u>	<u>Post Top</u>		<u>Install</u>	W Miller Rd & Winston
1	<u>84</u>	<u>LED</u>	<u>Post Top</u>		<u>Install</u>	Durwood Dr & Worchester Dr
3	<u>54</u>	<u>LED</u>	<u>Post Top</u>		<u>Install</u>	Worchester Dr, between Durwood & Daval Dr
1	<u>84</u>	<u>LED</u>	<u>Post Top</u>		<u>Install</u>	Worchester Dr & Daval Dr
1	<u>54</u>	<u>LED</u>	<u>Post Top</u>		<u>Install</u>	Worchester Dr, S of Cappy Ln
1	<u>84</u>	<u>LED</u>	<u>Post Top</u>		<u>Install</u>	Worchester Dr & Cappy Ln

Comments:

For the installation of LED Post Top streetlights which are replacing High Pressure Sodium Cobrahead streetlights. Currently being billed under Contract Account # 100000431294.



**AUTHORIZATION FOR CHANGE IN
STANDARD LIGHTING CONTRACT
(COMPANY-OWNED) FORM 547**

Contract Number: 100000431294

Consumers Energy Company is authorized as of 6/30/2017, by the City of Swartz Creek, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of Swartz Creek, dated 11/1/2014.

Lighting Type:

General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge

Notification Number(s):

1038592171

Construction Work Order Number(s):

DD# 10788923

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 11/1/2014 shall remain in full force and effect.

City of Swartz Creek

By:

(Signature)

(Printed)

Its

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of Swartz Creek, dated 11/1/2014, in accordance with the Authorization for Change in Standard Lighting Contract dated 6/30/2017,

heretofore submitted to and considered by this commission council board ;and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF Genesee

I, _____, Clerk of the City of Swartz Creek, do hereby certify that the foregoing resolution was duly adopted by the commission council board of said municipality, at the meeting held on _____.

Dated:

Municipal Customer Type: City

GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

<i>Number of Luminaires</i>	<i>Nominal Watts</i>	<i>Luminaire Type</i>	<i>Fixture Type</i>	<i>Fixture Style</i>	<i>Install Remove</i>	<i>Location</i>
1	<u>100</u>	<u>HPS</u>	<u>Cobrahead</u>		<u>Remove</u>	Chesterfield Dr & Seymour Rd
3	<u>100</u>	<u>HPS</u>	<u>Cobrahead</u>		<u>Remove</u>	Chesterfield Dr, between Seymour Rd & Daval Dr
1	<u>100</u>	<u>HPS</u>	<u>Cobrahead</u>		<u>Remove</u>	Chesterfield Dr & Daval Dr
1	<u>100</u>	<u>HPS</u>	<u>Cobrahead</u>		<u>Remove</u>	Chesterfield Dr, E of Daval Dr
1	<u>100</u>	<u>HPS</u>	<u>Cobrahead</u>		<u>Remove</u>	Chesterfield Dr & Winston
1	<u>100</u>	<u>HPS</u>	<u>Cobrahead</u>		<u>Remove</u>	W Miller Rd & Winston
1	<u>100</u>	<u>HPS</u>	<u>Cobrahead</u>		<u>Remove</u>	Durwood Dr & Worchester Dr
3	<u>100</u>	<u>HPS</u>	<u>Cobrahead</u>		<u>Remove</u>	Worchester Dr, between Durwood & Daval Dr
1	<u>100</u>	<u>HPS</u>	<u>Cobrahead</u>		<u>Remove</u>	Worchester Dr & Daval Dr
1	<u>100</u>	<u>HPS</u>	<u>Cobrahead</u>		<u>Remove</u>	Worchester Dr, S of Cappy Ln
1	<u>100</u>	<u>HPS</u>	<u>Cobrahead</u>		<u>Remove</u>	Worchester Dr & Cappy Ln

**CITY COUNCIL
CITY OF SWARTZ CREEK**

Genesee County, Michigan

ORDINANCE NO. 432

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF SWARTZ CREEK BY ADDING SECTIONS ____ THROUGH ____ TO CHAPTER __, ARTICLE __ OF THE CODE OF ORDINANCES OF THE CITY OF SWARTZ CREEK TO REGULATE AND RESTRICT THE USE OF GROUNDWATER IN CERTAIN AREAS OF THE CITY OF SWARTZ CREEK DUE TO THE PRESENCE OF GROUNDWATER CONTAMINATION RESULTING FROM A RELEASE PURSUANT TO PART 213, LEAKING UNDERGROUND STORAGE TANKS, OF THE NATURAL RESOURCE AND ENVIRONMENTAL PROTECTION ACT, 1994 PA 451 AS AMENDED.

THE CITY OF SWARTZ CREEK ORDAINS:

SECTION 1. AMENDMENT. The Code of Ordinances of the City of Swartz Creek (City), Michigan is amended by adding Sections ____ through ____ in Chapter __, Article __, to read as follows:

SECTION 2. FINDINGS. The City Council finds that the use of certain groundwater wells and water supplies from such wells for human consumption or other purposes may constitute a public health risk and endanger the safety of the residents of the City. The identified public health risk affects premises that are located on or in the vicinity of sites that are the source or location of contaminated groundwater, or where there is a known and identified threat of contaminated groundwater from a release. The City Council has determined that it is in the best interests of the public health, safety and welfare to prohibit certain uses of groundwater from wells at properties located in the vicinity of such contaminated sites in order to minimize the public health and welfare risk and protect the City's residents.

SECTION 3. DEFINITIONS. For the purposes of this Ordinance, the words and phrases listed below shall have the following meanings:

- A. *Affected Premises* means a parcel of property any part of which is located within a restricted zone.
- B. *Applicant* means a person who applies for the establishment of a restricted zone and accompanying regulations pursuant to this Chapter.
- C. *Contaminated Groundwater* means groundwater in which there is present concentrations of materials that exceed the residential drinking water criteria established by the MDEQ in operational memoranda or rules promulgated

pursuant to Part 213, Leaking Underground Storage Tanks (MCL 324.21301a, *et seq.*), of the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended, MCL 324.101, *et seq.*

- D. *Groundwater* means underground water within the zone of saturation.
- E. *MDEQ* means the Michigan Department of Environmental Quality or its successor agency.
- F. *Person* means any individual, co-partnership, corporation, association, club, joint venture, estate, trust, and any other group or combination acting as a unit, and the individuals constituting such group or unit.
- G. *Release* means a “release” as defined in Part 213, Leaking Underground Storage Tanks (MCL 324.21301a, *et seq.*) of the Natural Resources and Environmental Protection Act, as amended (MCL 324.101, *et seq.*) involving an underground storage tank system.
- H. *Water Well Restricted Zone or Restricted Zone* means an area or areas described within this chapter within which the prohibition of groundwater wells and the use of groundwater applies. A map of each Water Well Restricted Zone shall be included in the section of this Ordinance adopted for that Water Well Restricted Zone pursuant to Sections 4 and 5, below.
- I. *Well* means an opening in the surface of the earth for the purpose of removing fresh water through non-mechanical or mechanical means for any purpose other than a public emergency or conducting response actions that are consistent with the Michigan Natural Resources and Environmental Protection Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, or any other applicable statute.

SECTION 4. WATER WELL RESTRICTED ZONES.

- A. The following described areas in the City shall be Water Well Restricted Zones as defined under this Ordinance. The Water Well Restricted Zones may be referred to by reference to the names provided in the caption preceding their descriptions:

- 1. General Name and Description

- An area described as commencing from the southeast corner of the Miller Road and Hayes Street intersection, then south along the east right of way line for Hayes Street to Ingalls Street, then easterly along the north right of way line for Ingalls Street to Morrish Road, then northerly along the west right of way line for Morrish Road until Miller Road; and then west along the south right of way line for Miller Road to the point of commencement at Hayes Street.

2. A scaled map illustrating the restricted zone is attached as “Exhibit 1A.” The legal description of the water well restricted zone is contained within the attached “Exhibit 1B.” For sites regulated under Part 213, the exhibit must include the property tax identification number and legal description for each Affected Premises within the Water Well Restricted Zone.
 3. The application and all supporting documentation shall be maintained by the City Clerk.
- B. Except as provided in Section 8 of this Ordinance and after the effective date of this Ordinance, no person or legal entity shall install or allow or permit or provide for the installation or utilization of a well on any Affected Premises on which the person or legal entity has an ownership interest, or lessee or tenant interest, or control within the Water Well Restricted Zone. Affected Premises within the water well restricted zone shall be serviced only by public water supply as described in Chapter 19, Article II of the Code of Ordinances.

SECTION 5. ADDING NEW RESTRICTIVE ZONES. The City Council may amend this ordinance to add new Restricted Zones in accordance with the following procedure.

- A. An Applicant shall first file a request with the City Manager advising the City of the Applicant's interest in establishing a Restricted Zone pursuant to this Ordinance. The notice shall describe the proposed boundaries of the proposed Restricted Zone, the reason for the proposed Restricted Zone, a preliminary map of the proposed Restricted Zone, the proposed time schedule for implementing the proposed Restricted Zone, and the proposed groundwater use restrictions to be applicable within the Restricted Zone. The City Manager will, after notifying the City Council of the notice of intent, respond to the Applicant with a preliminary and non-binding indication of the City's willingness to consider the proposed Restricted Zone. The City Manager or other designated City officer may also be an Applicant for purposes of initiating this procedure.
- B. The Applicant shall seek and obtain the MDEQ's approval of the proposed Restricted Zone and proposed groundwater use restrictions to be applicable therein prior to filing an application with the City. In order to be considered by the City, the Restricted Zone must minimize or eliminate the need for restrictive covenants on property that is not owned or operated by and is not subject to remediation by a party responsible for the contaminated groundwater. The creation of a Restricted Zone should have the effect of eliminating the need for non-responsible parties to impose environmental restrictive covenants on their properties or otherwise be beneficial to the owners or occupants of property that was not the site of a release.
- C. If any Affected Premises which will be subject to the new Restricted Zone is not already served by City water service, the Applicant shall ensure such service is, if it is possible from an engineering perspective to do so, served with City water service at no cost to the property owners or occupant. The Applicant shall

also provide for the abandonment and plugging of conforming, nonconforming or irrigation wells on any Affected Premises without cost to the owners or occupants of the premises and in compliance with Section 7. In the event an existing irrigation well is abandoned and plugged, at the owner's request, the Applicant shall also bear the cost of connecting the irrigation system to the City water utility and installing a separate meter and all associated plumbing. Proof of the provision of such service and plugging/abandonment of such wells shall be required or an escrow account shall be established therefor in an amount and form acceptable to the City Council.

- D. After the MDEQ approves the proposed Restricted Zone as an alternative to restrictive covenants on property on which no release has occurred, an Applicant shall file with the City Manager a formal request to the City including, at a minimum, the following information. The information can be in the form of a proposed remedial action plan, response activity plan, or corrective action plan or other similar document if appropriate cross-references are made for ease of reference.
1. The name, address, telephone number, and e-mail address (Applicant only) of the Applicant, as well as each person having an interest as owner, tenant, easement holder or mortgagee in the real property which is the source or site of the contaminated groundwater, if known.
 2. The street address and legal description of the real property which is a source or site of the contaminated groundwater, if known, and the nature of the Applicant's relationship to that property and involvement concerning the contaminated groundwater.
 3. The nature and extent of the contaminated groundwater and the contamination causing it, both in summary form in plain English and in detail in technical terms, stating that the release is regulated under Part 213; the types and concentrations of contaminants; a map or survey showing their current location; a statement of their likely or anticipated impact on groundwater and the nature of the risks presented by the use of the groundwater, as well as the likely or anticipated path of migration if not remediated or corrected and a detailed statement of any plan to remediate, correct, and/or contain the contamination.
 4. A detailed map and legal description of the proposed Restricted Zone.
 5. The street addresses and general description of all Affected Premises.
 6. The names, addresses (mailing and street), and telephone numbers (if already available) of the Owners of all Affected Premises.
 7. The location, status, and usage characteristics of all existing Groundwater Wells within the proposed Restricted Zone.

8. A detailed statement or description of the proposed regulation or prohibition of the use of existing and future Wells within the Restricted Zone needed to adequately protect the public from the potential health hazards associated with the contaminated Groundwater, including a description of permissible uses of such Wells, together with the written consent of the MDEQ to such uses of Groundwater.
 9. A description and time schedule for any actions the Applicant will take to implement any remediation plan, mitigate the adverse impact of the Restricted Zone (e.g., providing substitute water service), and to properly close and abandon any existing Wells subject to the use prohibition within the proposed Restricted Zone.
 10. A copy of the information submitted to the MDEQ concerning the proposed Restricted Zone, along with a written statement from an MDEQ representative with approval authority stating that the proposed Restricted Zone and use regulations have received MDEQ approval as part of the response actions for the Groundwater contamination. The MDEQ's approval may be contingent upon the City's establishment of the proposed Restricted Zone pursuant to this section.
 11. Copies of the notice provided to the County Health Department concerning the Restricted Zone and accompanying regulations, and the County Health Department's written acknowledgment that it will not issue permits for prohibited Wells within the Restricted Zone.
 12. The Applicant also agrees to pay any additional costs beyond the established application fee necessary to properly evaluate the application. These may include, but are not limited to: the fees of environmental consultants and legal counsel, and any per diem or other amounts paid to public officials for attending any special meetings, etc. The Applicant shall also consent to the placement of a lien on the Applicant's premises if the amounts due under this section are not paid within 30 days of the issuance of an invoice by the City.
- E. Along with the application, the Applicant shall pay an application fee and any related costs per the City's fee schedule as adopted by the City Council. Any failure by the Applicant to pay fees and costs as required by this provision may result in the City's discontinuance of its processing of the request to establish a Restricted Zone and can result in the filing of a lien against the premises of the Applicant.
- F. Once the City Manager or his or her designee is satisfied that the application is complete, the City Manager shall place the matter on the City Council agenda to set a time, date, and place for a public hearing on the application.
- G. Along with the application, the Applicant shall submit to the City Manager a list

of the Affected Premises including the Parcel ID, site address, and the mailing address for the owner, tenant, easement holder, or mortgagee of any Affected Premises, if known. The City shall cause a written notice of the hearing to be sent by first class mail to all persons having an interest as owner, tenant, easement holder, or mortgagee in any of the Affected Premises. The notice shall include a brief statement regarding the application fairly designed to inform the recipients of its main features and potential impact on the recipients in general. The notice shall be mailed at least fifteen (15) days prior to the hearing. The notice of hearing shall also be published in a newspaper of general circulation in the City at least fifteen (15) days before the hearing. Affidavit of Publication shall be obtained by the City. The notice shall also be mailed to the MDEQ representative who gave the approval of the proposed restricted zone and use regulations and the MDEQ District Supervisor for the MDEQ regulatory program with jurisdiction over the contaminated site.

- H. Upon the establishment of a new Restricted Zone (i.e., after the second reading and approval of the ordinance amendment), the City Clerk shall publish notice of the amendment to this Chapter in the manner required by law for ordinance amendments. The Applicant shall give notice to the owners and occupants of all property on which wells are known to be located of the need to close and abandon Wells under this Chapter as amended.

SECTION 6. WELLS AFFECTING CONTAMINATED GROUNDWATER.

No Well may be used or installed at any place in the City if the use of the Well will have the effect of causing the migration of contaminated Groundwater or a contaminated Groundwater plume to previously unimpacted Groundwater or adversely impacting any Groundwater treatment system, unless the Well is part of a MDEQ or United States Environmental Protection Agency approved Groundwater monitoring or remediation system.

SECTION 7. NON-CONFORMING WELLS.

Any existing Well, the use of which is prohibited by this Ordinance, shall be plugged or abandoned in conformance with all applicable laws, rules, regulations, permit and license requirements, orders and directives of any governmental entity or agency of competent jurisdiction, or in the absence of an applicable law, rule, regulation, requirement, order, or directive, in conformance with the protocol developed consistent with the American Standards for Testing and Materials Standard No. D5299-92.

SECTION 8. EXCEPTIONS.

- A. *Water service unavailable.* If the City of Swartz Creek water service is unavailable to an Affected Premises in the Restricted Zone, any Well on that Affected Premises shall be annually tested by a laboratory that is acceptable to and for chemical parameters specified by the MDEQ. The results of that test shall be submitted to the MDEQ or the County Health Department for review. If the MDEQ or the County Health Department determines that the Well is safe

and suitable for use, and proof of that determination is delivered annually to the City of Swartz Creek, that the Well may be used. No split or conveyance of Affected Premises shall be effective to render the City of Swartz Creek water services unavailable.

- B. *Construction of de-watering wells.* Wells in the Restricted Zone used for construction de-watering are not prohibited by this Ordinance, provided that the water generated by that activity is properly handled and disposed in compliance with all applicable laws and regulations. Any exacerbation caused by the use of Wells under this exception shall be the responsibility of the Person operating the de-watering Well, as provided in Part 201 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.
- C. *Groundwater monitoring and remediation Wells.* Wells used for Groundwater monitoring and/or remediation as part of response activity or corrective action approved by the MDEQ are not prohibited by this Ordinance.
- D. *Processing activities.* If the MDEQ determines that the use of a Well for non-contact heating, cooling or processing activities will not cause the future migration of contaminated Groundwater, and proof of that determination is delivered to the City, the City Manager may execute a waiver allowing the use of the Well for the permitted purposes upon such terms and conditions that the MDEQ identifies.
- E. *Public emergencies.* A Well may be used in the event of a public emergency.
- F. *Surface Irrigation.* Upon review and approval by the MDEQ, existing Wells may be used for surface irrigation.
- G. *Heat Exchange (Geothermal).* Upon review and approval by the MDEQ, geothermal Wells may be used if no impact by plume or influence on plume will occur with use of Well; or an unauthorized discharge may occur.
- H. *Cathodic Protection.* Wells used to house devices that alleviate electrolytic corrosion of pipelines, underground tanks and other installations situated in a corrosive environment may be used upon review and approval by the MDEQ, if no impact by plume or influence on plume will occur with use of Well.

SECTION 9. PENALTY

- A. Any Person or legal entity who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor offense punishable by imprisonment for not more than 90 days or by fine of not more than \$500 or both such fine and imprisonment.
- B. Each act of violation and each day upon which such violation occurs or continues shall constitute a separate offense.

- C. In addition, the City may seek an order from a court of appropriate jurisdiction to restrain any person from violating this Ordinance, including the collection of costs and attorney fees associated with such enforcement action. Any Well in violation of this Ordinance shall also be declared and deemed a nuisance, subject to abatement, and shall be immediately taken out of service and lawfully abandoned consistent with all applicable state and local regulations. Any person found to be in violation is subject to being ordered by a court of appropriate jurisdiction to properly and lawfully remove or abandon the Well.

SECTION 10. BUILDING OR IMPROVEMENT PERMIT.

No permit for building, alteration or other required permit for a premises or improvement thereon shall be issued by the City for any Affected Premises found in violation of this Ordinance or where it is proposed to install or use a Well in violation of this Ordinance.

SECTION 11. NOTIFICATION OF INTENT TO AMEND OR REPEAL.

At least thirty (30) days prior to any amendment or repeal in whole or in part of this Ordinance, the City of Swartz Creek shall notify the Michigan Department of Environmental Quality, or its successor agency, of its intent to so act.

SECTION 12. PUBLISHING AND RECORDING.

This Ordinance or an amendment to this Ordinance shall be published or recorded as follows:

- A. Pursuant to Part 213, this Ordinance or an amendment to this Ordinance adding a Restricted Zone shall be filed with the Swartz Creek County Register of Deeds as an Ordinance affecting multiple properties.

SECTION 13. SEVERABILITY.

If any article, section, subsection, sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of the Ordinance, it being the intent of the City of Swartz Creek that this Ordinance shall be fully severable. The City of Swartz Creek shall promptly notify the Michigan Department of Environmental Quality upon the occurrence of any event described in this section.

SECTION 14. CONFLICT WITH OTHER ORDINANCES

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 15. EFFECTIVE DATE.

This Ordinance shall be in full force and effect ten (10) days after its publication as provided by law.

Adopted and signed this ____ day of _____, 2017.

Exhibit 1A - Figure Indicating Water Well Restriction Zone



Google Earth



Exhibit 1B - List of Properties Included in the Groundwater Ordinance

Steven Moore
8067 Miller Road
Swartz Creek, MI 48473
Parcel Number 58-02-529-021
W 55 FT of LOT 2 BLK 1 AND W 55 FT OF LOT 4 BLK 1 VILLAGE OF SWARTZ CREEK
SEC 2 T6N R5E

Marie Lovegrove Revocable Trust / (Goin' Postal and H&R Block)
8057 Miller Road
Swartz Creek, MI 48473
Parcel Number 58-02-529-020
LOT 2 BLK 1 EXCEPT W 55 FT ALSO EXCEPT E 35 FT & LOT 4 BLK 1 EXCEPT W 55 FT
ALSO EXCEPT E 35 FT VILLAGE OF SWARTZ CREEK SEC 2 T6N R5E

Marie Lovegrove Revocable Trust / (Lovegrove's Cake & Candy Center)
8055 Miller Road
Swartz Creek, MI 48473
same Parcel number as above 58-02-529-020
LOT 2 BLK 1 EXCEPT W 55 FT ALSO EXCEPT E 35 FT & LOT 4 BLK 1 EXCEPT W 55 FT
ALSO EXCEPT E 35 FT VILLAGE OF SWARTZ CREEK SEC 2 T6N R5E

Marie Lovegrove Revocable Trust / (Assenmachers Cycling Center)
8053 Miller Road
Swartz Creek, MI 48473
Parcel Number 58-02-529-019
E 35 FT OF LOT 2 BLK 1 & E 35 FT OF LOT 4 BLK 1 VILLAGE OF SWARTZ CREEK SEC
2 T6N R5E

Marie Lovegrove Revocable Trust
8047 Miller Road
Swartz Creek, MI 48473
Parcel number 58-02-529-018
W 65 FT OF LOT 1 BLK 1 & W 65 FT OF LOT 3 BLK 1 VILLAGE OF SWARTZ CREEK SEC
2 T6N R5E

Luea's Properties Plus, LLC / Luea's Pharmacy

8021 Miller Road

Swartz Creek, MI 48473

Parcel Number 58-01-100-047

A PARCEL OF LAND BEG AT NW COR OF SEC TH E 150 FT TH S 130 FT TH S 130 FT TH W 20.88 FT TH N 10 FT TH W to SEC LINE TH N TO PL OF BEG SEC 1 T6N R5E (08) .42A FR 58-01-100-036/037/038/039

Peitro Montini, Sr. / Dave's Pizzeria & Family

8013 Miller Road

Swartz Creek, MI 48473

Parcel Number 58-01-100-040

A PARCEL OF LAND BEG 150 FT E OF NW COR OF SEC TH S 125 FT TH E 50 FT TH N 125 FT TH W 50 FT TO PLACE OF BEG SEC 01 T6N R5E .14 A

Nemecek and Sweeney, LLC / Stallings Stained Glass

8011 Miller Road

Swartz Creek, MI 48473

Parcel Number 58-01-100-041

A PARCEL OF LAND BEG 200 FT E OF NW COR OF SEC TH S 120 FT TH E 16 FT TH N 120 FT TH W 16 FT TO PL OF BEG SEC 01 T6N R5E .04 A

City of Swartz Creek

5012 Holland Drive

Swartz Creek, MI 48473

Parcel Number 58-02-529-017

E 17.5 FT OF LOT 1 BLK 1 & E 100 FT OF LOT 3 BLK 1 & SCHOOL LOT VILLAGE OF SWARTZ CREEK SEC 2 T6N R5E

Margaret Trecha et al / Zenith TV

5015 Holland Drive

Swartz Creek, MI 48473

Parcel Number 58-01-100-035

A PARCEL OF LAND BEG S 0* 44 MIN W 140.92 FROM NW COR OF SEC TH S 88* 38 MIN E 219 FT TH S 0* 44 MIN W 23.78 FT TH N 89* 17 MIN 20 SEC W 218.98 FT TH N 0* 44 MIN E 26.29 FT TO PLACE OF BEG SEC 1 T6N R5E (76)

Curtis May & Terry Lancaster-May

5017 Holland Drive

Swartz Creek, MI 48473

Parcel Number 58-01-100-034

A PARCEL OF LAND BEG S 0* 44 MIN W 167.21 FT FROM NW COR OF SEC TH S 89* 17 MIN 20 SEC E 218.98 FT TH S 38* 25 MIN 37 SEC W 73.58 FT TH S 88* 38 MIN E 90 FT TH S 14.50 FT TH W 16 RDS TH N 0* 44 MIN E 56.21 FT TO PLACE OF BEG SEC 1 T6N R5E (76)

5023 Holland House LLC / Hull Stephens & Associates Architects
5023 Holland Drive
Swartz Creek, MI 48473

Parcel Number 58-01-100-032

A PARCEL OF LAND BEG S 0 DEG 44 MIN W 223.42 FT FROM NW COR OF SEC TH S 0 DEG 44 MIN W 58 FT TH S 88 DEG 38 MIN E 129.55 FT TH N 38 DEG 25 MIN 57 SEC E 72.68 FT TH N 88 DEG 38 MIN W 174 FT TO PL OF BEG SEC 1 T6N R5E (85) FR 5800003212

Marla & Carla Martin

5018 Holland Drive
Swartz Creek, MI 48473

Parcel Number 58-02-529-005

LOT 5 BLK 1 VILLAGE OF SWARTZ CREEK SEC 2 T6N R5E

Jason Keene

5026 Holland Drive
Swartz Creek, MI 48473

Parcel Number 58-02-529-007

LOT 7 BLK 1 VILLAGE OF SWARTZ CREEK SEC 2 T6N R5E

Maureen Andrakowicz / Maureen Hunt

5032 Holland Drive
Swartz Creek, MI 48473

Parcel Number 58-02-529-009

LOT 9 BLK 1 VILLAGE OF SWARTZ CREEK SEC 2 T6N R5E

Terry Coy

5019 Hayes
Swartz Creek, MI 48473

Parcel Number 58-02-529-006

LOT 6 BLK 1 VILLAGE OF SWARTZ CREEK SECT 2 T6N R5E

Thomas & Kassandra Doty

8032 Ingalls Street
Swartz Creek, MI 48473

Parcel Number 58-02-529-008

LOTS 8 & 10 BLK VILLAGE OF SWARTZ CREEK (77)

INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

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

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

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

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

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

The forms shall meet the following requirements:

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

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

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

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

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

Fax: (517) 284-8304

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 284-8100.

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

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

I. Definitions

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

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

II. Requirements of the Provider

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

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

III. Provider Providing Access

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

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

IV. Responsibility of the Franchising Entity

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

V. Term

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

VI. Fees

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

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

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

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

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

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
1. If there is an existing Franchise on the effective date of the Act, the fee (_____%_) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is ____0__% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is ____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

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

X. Termination and Modification

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

XI. Transferability

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

XII. Change of Information

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

XIII. Confidentiality

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

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

XIV. Complaints/Customer Service

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

XV. Notices

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

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

City of Swartz Creek:

Attn: _____

Fax No.: _____

If to the Provider:
(must provide street address)

1.
41112 Concept Dr.
Plymouth, MI 48170
Attn: VP of Government Affairs
Fax No.: 248-233-4719
2.
600 Galleria Pkwy
Atlanta, GA 30339
Attn: Sen. Vice President, Government Relations
3.
One Comcast Center
Philadelphia, PA 19103
Attn: Government Affairs Department

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

XVI. Miscellaneous

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

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

City of Swartz Creek, a Michigan Municipal Corporation

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

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


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

FRANCHISE AGREEMENT (*Franchising Entity to Complete*)

Date submitted: _____
Date completed and approved: _____

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480) (Form must be typed)

Date: March 21, 2017		
Applicant's Name: Comcast of Flint, Inc		
Address 1: 41112 Concept Dr.		
Address 2		Phone: 248-233-4700
City: Plymouth	State: MI	Zip: 48170
Federal I.D. No. (FEIN): 31-0873877		

Company executive officers:

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

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

Name: John P. Gardner		
Title: Director, External Affairs		
Address: 1401 E. Miller Rd. Lansing, MI 48911		
Phone: 517-334-5686	Fax: 517-657-3743	Email: John_Gardner@comcast.com

Name: Leslie A. Brogan		
Title: Senior Director, Government Affairs		
Address: 1401 E. Miller Rd., Lansing, MI 48911		
Phone: 517-334-5890	Fax: 517-657-3743	Email: Leslie_Brogan@cable.comcast.com

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

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

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

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

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

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

Date:

For All Applications:

**Verification
(Provider)**

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

Name and Title (printed): Timothy P. Collins, Regional Senior Vice President	
Signature: 	Date: 3-22-17

(Franchising Entity)

City of Swartz Creek, a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date



PATRIC A. PARKER
PETER T. MOONEY
MICHAEL J. GILDER

STEPHEN W. WALTON
RICHARD F. CUMMINS
CHRIS A. STRIMATTER

SANDER H. SIMEN (1942-2013)
ALLAN L. PARKER (1929-2009)
OF COUNSEL
RICHARD J. FIGURA, P.C.
RICHARD S. HARRIS, P.C.

*PRINCIPAL OF A PROFESSIONAL CORPORATION
*L.L.M. IN TAXATION

May 3, 2017

VIA FACSIMILE ONLY

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

RE: Comcast

Dear Mr. Zettel:

You asked if City Council had to adopt or amend an ordinance to approve the latest Comcast agreement. A resolution by City Council suffices.

If you have any other questions, please call.

Very truly yours,

SIMEN, FIGURA & PARKER, P.L.C.

Michael J. Gilder
Michael J. Gilder

MJG/ksd

Cross Connection Control Program Summary Report
 Swartz Creek 2017 Q1
 Current Contract: 02/01/2017 - 01/31/2020

	Qtr 1 Jan - Mar	Qtr 2 Apr - Jun	Qtr 3 Jul - Sep	Qtr 4 Oct - Dec	YTD 2017
Facilities Inspected	11				11
Facilities in Compliance	6				6
Facilities in Non-Compliance	5				5
* Inspections Completed	11				11
Inspection Notices Sent	15				15
** Testable Backflow Assemblies	62				62
** Backflow Assemblies Tested	0				0
Testing Notices Sent	0				0

Current Contract: 02/01/2017 - 01/31/2020	
Current Contract Required Inspections	102
Current Contract Inspections Completed	11
Total Number of Facilities	132
Facilities Inspected Since Beginning of the Program	132

** The number of Inspections Completed may be higher than Facilities Inspected due to multiple inspections at the same facility.*

*** The total number of assemblies and assemblies tested may vary from past reports due to continuous receipt of test reports.*

April 21, 2017

Connie Eskew, Clerk
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473

SUBJECT: Genesee County Community Development Block Grant Program Cooperative Agreements for Fiscal Years (FY) 2018 - 2020

Dear Ms. Eskew:

The Genesee County Metropolitan Planning Commission (GCMPC) is advising all communities, presently participating in the Genesee County Community Development Block Grant (CDBG) Program, of the need to extend your community's existing CDBG Cooperative Agreement with Genesee County or to opt out of the CDBG Program.

The Cooperative Agreement is a requirement of the U.S. Department of Housing and Urban Development (HUD), our sponsoring agency. The agreement acts as a mechanism that establishes requirements and general procedures that Genesee County and local units of government must adhere to in order to qualify for CDBG Entitlement status for the FYs 2018 through 2020. CDBG Entitlement status automatically includes participation in the Home Investment Partnerships Program (HOME).

Under the Continuation Clause in the original Agreement executed in 1994, a community has the right to retain Entitlement status under the Genesee County CDBG Program. A community must indicate once every three years whether they choose to continue to participate in the program. This indication must be provided in the form of a letter from the Clerk of each respective local unit of government.

Staff requests that you respond with a letter signed by the Clerk regarding the community's wish to remain in the Genesee County CDBG Program, or to opt out of the Program. This letter must be received no later than June 16, 2017.

Should you have any questions or concerns, please do not hesitate to contact Anna Pinter of my staff at (810) 766-6542.

Sincerely,



Sheila Taylor, Principal Planner
Genesee County Community Development Program

cc: Adam Zettel, City Manager



An Equal Opportunity Organization

Equal Housing Opportunity



April 27, 2017

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

SUBJECT: Local Impact of U.S. Department of Housing and Urban Development Funding

Dear Mr. Zettel:

Genesee County Metropolitan Planning Commission (GCMPC) has compiled data from the local units of government that participation in Genesee County's Community Development Block Grant (CDBG) program and the HOME Investment Partnerships program. Each participating local unit of government is receiving an overview of HUD funding invested in their community, along with information regarding the number of residents served through various community development projects. The time period covers years 2001 – 2016, and one project has been highlighted for each community. A copy of the County summary and Home Improvement Program (HIP) map are included as well. The information contained herein demonstrates the impact that these programs have in spurring community development, assisting vulnerable populations, and providing valuable services to the residents that live, work, and play in Genesee County.

If you have any questions, or concerns, or would like to schedule a meeting to discuss the impact of these programs, please contact Sheila Taylor, Principal Planner, at (810) 766-6547 or shtaylor@co.genesee.mi.us.

Sincerely,



Derek Bradshaw, Director-Coordinator
Genesee County Metropolitan Planning Commission

cc: Connie Eskew, Clerk
Commissioner Ted Henry





City of Swartz Creek

**Over \$475,000 Invested in Community Development
22,818 people served in the last 10 years**



City of Swartz Creek—Infrastructure Improvements—\$60,490

City of Swartz Creek has benefited from the Community Development Block Grant (CDBG) program by receiving more than \$475,000 in funding that has been invested in various community development projects. The above infrastructure improvements project, completed in 2013, improved the aesthetics of downtown with decorative sidewalks, stamped concrete, planters, and an ornamental retaining wall. Since 2001, the City of Swartz Creek has invested CDBG funding in the following categories:

Public Service—\$149,825

Public Facility—\$2,953

Infrastructure—\$221,962

Home Improvement Program (HIP) - 6 houses—\$103,894

For more program information please contact Sheila Taylor, Principal Planner, at shtaylor@co.genesee.mi.us,

call (810)257-3010, or visit gcmpc.org



Genesee County Impact 2001 – 2016

Community Development Program



Over \$48 Million Invested in Genesee County

Approximately \$35 Million in Community Development Block Grant (CDBG) Funding

Approximately \$13 Million in HOME Investment Partnerships Funding



Public Service

Allocation—\$1,935,259

Public Service projects help serve over 14,000 seniors annually.



Public Facilities and Improvements

Allocation—\$5,776,708

Funding also helps with blight removal and demolition of hazardous structures like the Ramada Inn (above).



Home Improvement Program (HIP)

Allocation—\$9,838,719

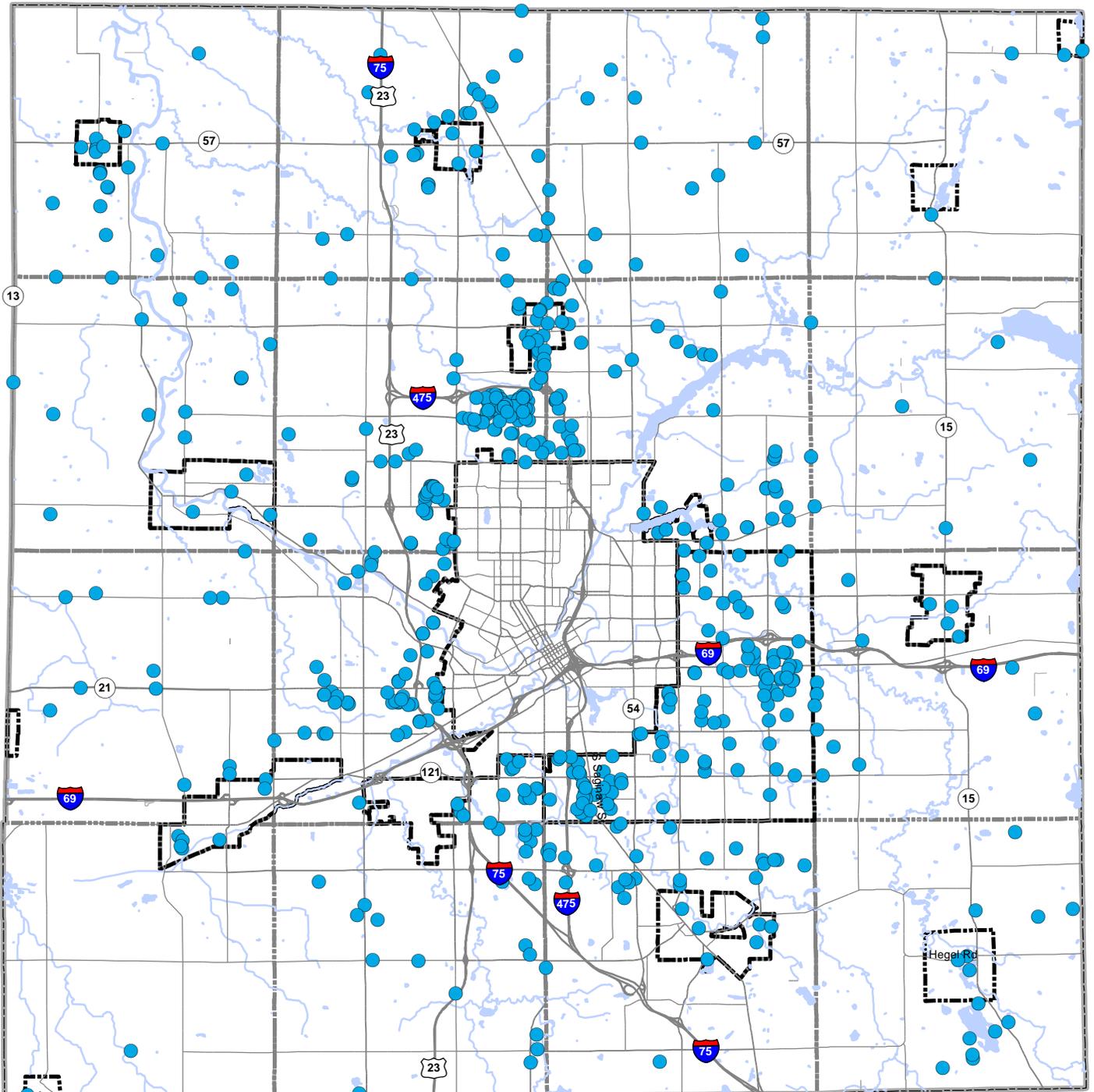
The HIP program has funded improvements for 590 homes.



Housing

Allocation—\$10,579,073

Housing assistance for our most vulnerable populations is possible because of this funding, like Lockwood of Burton (above).



Community Development Block Grant Housing Investments

 HIP Projects (590 Homes)

CDBG HIP - 449 Homes
\$7,617,737 Invested

HOME HIP - 141 Homes
\$2,220,982 Invested

