

**City of Swartz Creek
AGENDA**

Regular Council Meeting, Monday, July 24, 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 July 10, 2017 MOTION Pg. 22
5. **APPROVE AGENDA:**
5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
6A. City Manager's Report MOTION Pg. 2
6B. Street Paint Units Price Extension – Cooperative Bid Statement Pg. 28
6C. Winchester Woods Plans & Cost Estimates Pg. 33
6D. Water System Mapping Proposal Pg. 35
6E. Water Reading Device Replacement Material Information Pg. 36
6F. Auditing Professional Service Engagement Letter & Scope of Services Pg. 40
6G. June Budget Report, Check Register, & July Park Board Draft Minutes Pg. 55
7. **MEETING OPENED TO THE PUBLIC:**
7A. General Public Comments
8. **COUNCIL BUSINESS:**
8A. Street Paint Unit Price Approval RESO Pg. 17
8B. Utility Rate Discussion DISCUSSION
8C. Huziniga & Golf Course Appraisals RESO Pg. 18
8D. Winchester Woods Improvements DISCUSSION
8E. Water System Mapping RESO Pg. 19
8F. Water Reading Device Replacement Purchase RESO Pg. 20
8G. Auditing Professional Service Engagement Letter & Scope of Services RESO Pg. 20
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

Next Month Calendar

Police Authority:	Wednesday, July 26, 2017, 10:00 a.m., PDBMB
Planning Commission:	Tuesday, August 1, 2017, 7:00 p.m., PDBMB
Park Board:	Wednesday, August 2, 2017, 6:00 p.m., PDBMB
Downtown Development Authority:	Thursday, August 10, 2017, 6:00 p.m., PDBMB
City Council:	Monday, August 14, 2017, 7:00 p.m., PDBMB
Zoning Board of Appeals:	Wednesday, August 16, 2017, 6:00 p.m., PDBMB
Fire Board:	Monday, August 21, 2017, 6:00 p.m., Public Safety Building
City Council:	Monday, August 28, 2017, 7:00 p.m., PDBMB

City of Swartz Creek
CITY MANAGER'S REPORT

Regular Council Meeting of Monday, July 24, 2017 - 7:00 P.M.

TO: *Honorable Mayor, Mayor Pro-Tem & Council Members*

FROM: Adam Zettel, City Manager

DATE: July 20, 2017

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

✓ **MICHIGAN TAX TRIBUNAL APPEALS** (*Business Item*)

The golf course filed a commercial appeal for 2017. Heather and I are floored by this. Their claim for this year is that the true cash value of all property in the city (~30 acres, club house, out buildings, single family residence) is worth \$200,000. It appears the city must engage in another appraisal to protect the integrity of land and structure values in the city. I have included a resolution to make this so, in addition to the Huizinga property noted below.

The Huizinga Properties appellant opted to reduce the requested value by 50% just a few business days before valuations were due. This strategy is unheard of and truly remarkable. The 2016 filing was something that the assessor felt could be negotiated since there was only a separation of \$4,000. As such, no appraisal was ordered. The petitioner now contends a separation of \$89,000. With no time to conduct an appraisal in 3-4 business days, we were out of options. The petitioner allegedly requested an extension of time. Though we are not sure what the status of that extension is, we request the ability to do a quick appraisal should one be warranted.

We are proceeding with full appraisals on the Topvalco (Kroger) property. These processes are well underway and we believe we have sound appraisals that support the city's assessments. We will engage in one last effort to settle O'Reilly Auto Parts this month. If that is not successful, we will conduct a full appraisal as per the authorization from August of 2016.

✓ **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 (Update)**

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.

Water service connection should be done within the week, with road demolition slated to start at about the same time. No large scale project abnormalities or issues have arisen yet with the exception of staging issues in Winshall Park that resulted in a new delineation of where the contractor can store equipment, materials, and employee vehicles.

Preventative maintenance projects involving chip seal and asphalt emulsion (slurry seal) will begin on July 25th. We have sent notices out. The contractors already filled low spots and holes with ‘spray patch.’ The aggregate and tar appears to have settled in reasonably well as we await the final slurry seal coat.

The survey of Daval Drive is complete, and the engineer is giving quantities to the contractor with the expectation that a cost estimate can be generated. The next step will be for the street committee to convene and make final recommendations on 2018 projects. This will also include a recommendation regarding bidding the projects or negotiating prices with the current contractor. I also expect them to debrief on forestry, decorative signs, and other contractor issues. This meeting will likely be the first week of August and will be open to the public.

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

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

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.

✓ **UTILITY RATES** (*Business Item*)

As discussed at the July 10 meeting, the Genesee County Drain Commission is increasing rates. The impact of the stated rate schedule on the city is projected to be 15%. The increase to most customers is between 9-10%.

I immediately began negotiations with GCDC on this matter, and the county indicated that they could reduce the Meter Equivalent Wholesale count down from 50 to 35, perhaps even 25. This would save the city \$400 per unit per month. After the meeting, I was informed that an executive decision on whether to go with 25 units (saving more money but risking the ability to increase sales within that threshold) or go with 35 units (saving less money but enabling more room to 'grow').

After consultation with the mayor, we opted to go with 25 units. We did so for a number of reasons. First, we believe water loss efficiencies will make it more likely that we can maintain the 25 unit status. Second, the rate is noted as temporary, thereby making the conservative, long term choice of 35 units much less predictable. Third, 25 units is an accurate reflection of our demand on the system, and is the less expensive option.

That being said, I estimate an increase in our costs of about 9%. Under normal circumstances, we would adjust our rates accordingly to ensure status quo operations and rehabilitation investment levels. However, given our recent efficiencies in water loss, there is a good chance we can absorb this increase. I expect the city can go at least a quarter or two more to ascertain the impact of the water loss corrections and new rates before being in a position to fully appreciate any impact and subsequent rate needs.

Concerning sewer, I am still estimating that the city could cut rates for sewer by 5%. This could occur during any future water rate adjust or sometime sooner. Obviously, the operating surplus could also be directed towards accelerated line rehabilitation.

I am not recommending new rates at this time. Due to time constraints, the KWA decision has resolved itself. The increase that is resulting is probably something the city can absorb. I have placed the utility rate discussion back on the agenda so the council can deliberate and provide staff direction on current and future water and sewer rates.

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

We are now working with Genesee County to assess the savings we expect from this leak detection program. For the first week ending in June, we are showing 20.5% less consumption for 2017 than 2016. Note that these reads can vary substantially week-to-week due to the timing of the reads, weather, breaks, and other factors. However, this general level of consumption reduction appears to be gaining consistency and is certainly a positive sign. We will continue to monitor this. We will have better data as time progresses.

Based upon the findings of the leak repairs and 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 utility customers.

We continue the internal auditing program to find theft, faulty meters, improper billing, and leaks.

✓ **WATER MAIN REPLACEMENT – PLAN COMPLIANCE (Business Item)**

As part of completing the water master plan and reliability study, I am requesting a mapping service to be completed by Rowe. To complete the asset management component of the plan, the city will need a detailed inventory of water main, valves, and hydrants. This inventory will need to reference each segment of pipe with a composition, dimension (length and diameter), age, and condition.

At this time, we do not have this information readily available in a manageable source. We can begin compiling this using our existing maps and records. However, I believe a more efficient way of compiling this data in a form that enables constant updates would be to place the data into a Geographic Information Systems map and database.

This is essentially a hyper-accurate map that is created by geo-locating valves in the system and assembling an 'as-built' water main map that the city would then integrate with the noted database. This program is extremely powerful in its ability to illustrate and list the applicable metrics. The end result will be an accurate map of the system that correlates to a live database.

To complete this, the engineer would need to use geo-location technology to mark each valve in the city, followed up by software manipulation to construct the water main segments that make up the system. I have requested a proposal to make this happen, and such a proposal is attached. I recommend the city council approve this.

The previous report follows:

I have completed training with the Michigan Rural Water Association and will begin putting together the water master plan and reliability study that the Michigan Department of Environmental Quality expects to have by January. This instrument will help us track our water system assets and better plan for investment in tandem with our street plan.

Genesee County Water and Waste Services still intends to update their 2003 Water Master Plan this year. During this process, they are going to analyze the Swartz Creek area to ascertain what current and future needs are. This information will then be used by their consultant to make determinations concerning additional water feeds into the area and the sizing of the water main, including Miller Road.

Their plan is to rely less on Miller Road and more on secondary feeds that could approach the city from the north, south, and west. This would be good for us in the long run and negates the concern that Miller Road would need to be increased in size and/or used as an intercommunity transmission line.

GCWWS also informed us that our customers on border roads can use the 'intercommunity' lines that are redundantly installed. This is the case for Dye Road, which has become a problem in recent years. As we move forward with the study, we will likely be looking at the other border roads (Miller between Seymour and the north city limits, Seymour between Miller and the north city limits, and Bristol between Elms Road and the west city limits). The city has the option of making these intercommunity water mains, thereby giving control, operations, and maintenance to Genesee County.

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 (Update)**

We are renovating the public safety building walls and carpet. It appears there may be a new arrangement for sharing space between the fire department and police department, with the fire department taking on more space and the city also occupying space for storage. I am working on allocating space on a square foot basis and apportioning utility bills based upon occupancy and use.

✓ **HERITAGE VACANT LOTS (Update)**

Sale instruments/agreements are available for public inspection per the resolution of July 10th. I will present these to the city council for further review, with any comments, on August 14th. If affirmed, the deeds for the two units will transfer, and home construction may commence.

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. This request shall need to be considered once sales commence and proceeds are realized.

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** (*Business Item*)

The city engineer has created a set of investment options for this subdivision. If the agenda was not jam packed, this would be up for presentation/discussion. For the time being, the proposals are included for review and future discussion (albeit small in scale). One proposal costs \$2.6 million and addresses all outstanding drainage, sanitary sewer, and water service needs. This design is the text book solution to all existing drainage issues, of which there are many. It also prepares the vacant lots for development. I suspect this is too much investment for this area to endure, no matter how the assessment is appropriated.

A second proposal costs \$750,000 and only addresses the immediate needs necessary to make the vacant land buildable. This includes sanitary sewer installation on a more limited basis, as well as targeted drainage to alleviate future impacts. Note that this is still about \$20,000 per lot (vacant lots only)

As noted previously, Paul Fortino from Gaines was also able to attend consultation with the city engineer. He has not shown interest in interjurisdictional cooperation when asked to participate in design and/or construction.

With the understanding that there is not a census on how to proceed (improve some, improve much, or don't improve), the city should 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.

I placed this on the agenda for discussion to see how the council feels about the ideas so far and the methods we could use to make a decision with public input.

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

Fall is right around the corner. Newsletter content will certainly include streets, SeeClickFix, and the new credit/debit payments. Other thoughts?

✓ **SUNOCO** (*Update*)

The DDA held a workshop to discuss the future of the site on July 13th. The meeting went extremely well and was very well attended. The preferred concept is below:



There was much discussion and preference for something that the public can use on the site. This concept illustrates a pavilion that could be used for regular markets (farm market) and/or other special events (bike/foot race staging, parade gathering, tree lighting, fall festivals, art events, food truck days, etc.). The designer, Doug Stephens, indicates that the tall feature could be a clock, piece of art work, and/or sign for events. The structure could be used for storage, concessions, and/or restrooms.

In addition, the site would double up as a parking lot that would integrate with the private parking lot by Assenmacher's. The DDA has been working with the land owner on this matter, and the option looks good. Parking was felt to be important for existing businesses and to strengthen demand for the Trecha Building, perhaps even the park.

Lastly, the site includes investment in additional streetscape and limited green space.

Moving forward, the DDA will be looking at estimated pricing and final design variations. This will likely occur in August and result in the project being started in 2018, perhaps to be completed in 2 or 3 phases in coming years. Alternate designs included a building, just parking, and various streetscape designs. Note that residential uses are prohibited by deed restrictive covenants, and recreational space is not recommended given the known environmental issues that may still compromise the site moving forward.

- ✓ **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** *(Update)*
This is a done deal, save for talk of a logo. However, at this point, that would be a separate initiative stemming from a new council decision or the branding process. If there is no objection, I shall remove this from future meetings.

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

We have some updated concepts from OHM. They will be presenting the Swartz Creek Trail Plan Draft to the Park Board on August 2nd. They propose three phases to connect the Genesee Valley Trail to the city, using Miller Road to Bristol, Bristol to Elms Park, the Park to the Creek, and the Creek all the way to Winshall Park.

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

Conceptual approval has been granted for a course in Winshall Park. There is no active interest in fundraising. I will keep the city council informed.

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

The city is now “formally engaged” in the RRC program. I await word of the next steps that the city is to take.

Related to this, the DDA has approved the branding/marketing proposal. This is a big step in bettering the city’s image and is also a requirement of the RRC program. The August DDA meeting is expected to have a focus on this branding effort.

I have created drafts of board and commission job descriptions and applications. They are available on the city’s website.

✓ **MEDICAL MARIJUANA LAND USES** *(Update)*

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.

At this point, the city should outline its intentions with the goal of opting out or having ordinances on the books by November. I will bring a very basic conceptual ordinance to the planning commission meeting on August 1st that provides for the growing, processing, testing, and transportation licenses. Based upon the prior hearings, there did not appear to be a desire to allow provisioning uses at this time.

✓ **DEBT** *(Update)*

The large liability that concerns the city is for police unfunded accrued liabilities for the pension, which represents the liabilities accrued by our police officers prior to the transfer. Per our transfer with Mundy, the expectation is to pay these amounts off as soon as possible. As of December 31, 2016, the city owes \$665,914 for actuarial accrued liabilities for police.

I have been communicating with the Township of Mundy Treasurer to ascertain what their position is on their liabilities. This is on their July 24th agenda for discussion. All signs indicated that they will move to cut a single check for these liabilities at their August 14 meeting. I recommend we do the same. Once completed, this will place the city in elite company in regards to most financial metrics.

Thanks to the work of Paul Bueche, the city council, and the current staff/council, I believe the city will finish fiscal year 2018 with positive cash flow general fund operations, little to no pension debt, and at least six months of general fund fund

balance. That is one heck of a report card. Within a few more years, the city hall debt will be paid off, and all that will remain is the 10 year private note for street/water main investment that will be paid off in 2027.

✓ **SEE CLICK FIX (Update)**

The city is live and getting a consistent trickle of reports with this application. We will continue to promote it as our capacity and abilities are affirmed and tested. **LET ME KNOW IF YOU ARE INTERESTED IN BEING A USER!**

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

✓ **DOG PARK (No Change of Status)**

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 (Update)**

Rowe Professional Services Company is working on the revised plan. They collected information from the park board at their July meeting regarding goals and the action plan.

✓ **RADAR FEEDBACK SIGNS (Update)**

The police authority is looking to possess and operate these. I believe they will be discussing it at their July meeting. However, they may require guidance on how the funds to acquire them will be handled (e.g. split by city and township directly or through the authority budget).

At the MPA meeting on June 28th, the board felt that this service would be ideally served by the police authority for various reasons:

1. They have staff that can move and install the signs
2. They are aware of traffic concern areas
3. They can engage in direct enforcement
4. They are staffed 24/7 for equipment issues
5. They can coordinate the economies of scale for all participating communities, saving purchase costs

If the authority does not proceed, the city can still engage in its own program.

✓ **EMERGENCY MANAGEMENT (Update)**

There is a presentation set to precede the city council meeting of July or 24th at 5:30 p.m., at the Paul D. Bueche Municipal Building. The idea is to get staff, board/commission members, and affiliated parties to attend.

Council member Hicks is also requesting that city council members become familiar with the National Incident Management System and Incident Command System. An introductory course that is available to all can be found at:

<https://training.fema.gov/emiweb/is/icsresource/trainingmaterials.htm>

The two baseline courses are a great place to start. I agree that this is worth a couple hours of your time.

✓ **CONSUMERS CONSERVATION PILOT PROGRAM** *(No Change of Status)*

A preliminary meeting with Consumers Energy (CE) was held at city hall with staff on June 20th. I will be attending a follow up meeting on July 10th.

The purpose of the pilot is to engage other stakeholders in the area for participation in a new pilot program that will explore how best to reduce energy load on a specific substation in the city.

CE is specifically seeking to learn how much energy a community-wide energy reduction program can save. They indicated that our sub-station is at 70%+ capacity. Their goal is to reduce energy usage in the 48473 zip code to avoid an upgrade. I indicated that there are growth pressures in the residential and commercial sectors that may conflict with the need to reduce energy consumption. They indicate that the pilot secondary goal is to assess the impact of energy conservation on existing customers as well, making this a learning experience of value, whether or not an upgrade is ultimately needed.

To conduct the program, the city's approval and involvement is not required, however, I indicated that myself or another staff member could serve on their task force if needed. What they are proposing is a targeted marketing campaign to get residents and businesses to reduce energy by: 1. Learning best practices, 2. Competing for prizes for reductions, 3. Gaining access to technology and rebates that can improve efficiency.

One component that does involve the city and broader community is the competition component. The CE representatives indicated that there will be individual and collective competitions. Winners of these savings competitions would be eligible for individual prizes, and there would also be one or more community prizes. The community prize was described as a contribution of about \$10,000 to a community endeavor that participants could vote for. I indicated that there were some items available for donations and/or had pre-existing line items in our budget, such as the Dog Park, Disc Golf, Holland Drive Property, and trails. They will likely pick a candidate from among these options, as well as some school or other community options.

✓ **DURAND AREA INDUSTRIAL INVESTMENT** *(Update)*

This matter is starting to gain the attention of the world. Unfortunately, I have no new information regarding the rumored industrial investment that is planned for the Durand area. The best information that I have found was included in the June 26 city council packet. What appears to be affirmed is that some sort of steel or raw material producer is interested in constructing a large facility north of Durand. This facility is alleged to be valued at close to \$5 Billion and would employ hundreds of employees. It is also being promoted as an engine for numerous spin off businesses.

The scale of this investment and its impact would be unprecedented and would dramatically impact the housing, retail, and service market for Swartz Creek, as well as potential industrial demand. However, no information has been substantiated to ameliorate concerns over air quality impacts. Since our community is 4-5 miles east by north east, we are in the immediate crosshairs of any such impacts. I have heard that the facility could be a potential polluter, and I have heard that it could have no measurable or observable impacts on air quality.

At this point, we find ourselves as a stakeholder in this project without much information to respond. I will do my best to learn more and report to the city council. This is something that, if it proceeds, will have a tremendously positive impact on our town, or a mixed impact (economic/environmental). Since various state and federal agencies are involved, we should be prepared to inform ourselves and use our formal and collective voice to promote the best interest to the Swartz Creek community.

✓ **TAX REVERTED PROPERTY LIST (Update)**

I have been informed that the deeds have been recorded.

I have also received a call from an alleged property interest of the Second Street vacant land. They indicated that they missed the tax payments for various reasons and would like the property back. The contact indicated that the house adjacent to the site was owned by the same owner, but had the taxes paid by an escrow company. I indicated that the city is likely to take ownership of this property due to circumstances, but a letter to the city council requesting sale back to them would be the best way to proceed with any attempt to reacquire it.

Once we are the official owners, we can decide what to do with the Don Shenk house. Note that the city CANNOT profit from this endeavor. Tax rules require that proceeds to be returned to the county. So, the city could recover any investments in owning, operating, improving, and maintaining the house, but the city cannot sell it for more than those investment inputs and keep the proceeds.

✓ **POINT AND PAY SYSTEM (Update)**

We intend to begin onboarding with the intention of being able to process utility payments online and in the office using credit/debit by the fall billing.

✓ **FIRE AGREEMENT NEGOTIATION REQUEST (Update)**

I received an email from Mr. Gehringer indicating that the township decided not to participate in the committee.

✓ **GOODALL ROAD WATERMAIN (Update)**

The packet previously included a notice that the Shiawassee County Road Commission will be doing bridge work on Goodall Road. The project includes bridge work, and they are notifying the city that they intend to cut the main. This main services the old water pump station on Brown Road that was built to service Winchester Village. The main is abandoned, but by all accounts is serviceable. The county has indicated some desire within the last decade to place this into service as a backup. There is also potential to

use it to service customers with KWA water in the future, especially with the potential for the "Project Tim". As such, I responded that they should keep the city whole and the main serviceable.

I have not gotten a response from the road commission or their representative. However, sources within Rowe indicate that they are attempting to demonstrate that the main is illegal or otherwise not permitted to be in the right-of-way, thereby enabling them to damage it with impunity.

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

✓ **MONTHLY REPORTS (Update)**

The June budget report and check register are included for reference.

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

✓ **PLANNING COMMISSION (Update)**

I expect a site plan application for a Meijer out lot for the September 5th meeting. Note that this is a delay of one month since my last report. However, they may also be a site plan for the old Marathon site at Miller and Elms for the same meeting.

Due to the rapid increase in activity, I am moving the medical marijuana discussion from fall to August 2nd. See notes above.

✓ **DOWNTOWN DEVELOPMENT AUTHORITY (Update)**

See the Sunoco section above for details regarding that matter.

Overall, the DDA is becoming quite busy with the Sunoco and branding. With any luck, there may be a public project occurring on the Sunoco site in the spring. The August 10 meeting will focus on branding. Follow up with the Sunoco plan will also be on the agenda.

The next Family Movie Night showing is July 21st. The title is Fantastic Beasts and Where to Find Them.

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

Training was held on June 14. There was full attendance. No other business is pending. However, there is a good chance for a variance in September for the Marathon property, given the known site constraints.

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

The next meeting is scheduled for August 2nd.

The park board met on July 12th. Draft minutes are included in the packet. The board discussed the road construction staging area activities. There is still concern about vehicle parking and equipment storage in proximity to the park trees, but it was felt long term use could be accommodated if trees are protected and the area restored.

the Genesee County Metropolitan Planning Commission. Staff distributed the bid package the week of July 17th and will open bids on July 27th.

✓ **WATER READING DEVICE REPLACEMENT (*Business Item*)**

The handheld devices and accompanying software necessary to read the various water meters in the city is outdated and unreliable. The city uses two devices to read wireless and conventional water meters in the city. One of these devices is broken, and neither is capable of reading the replacement 'smart meter' technology that will be used in the near future.

The city requested a quote for compatible technology that can read the city's proprietary Neptune meters/registers. The quote for the devices, software, and ongoing service is included in the packet. Because dealers of this proprietary and unique technology are limited to exclusive geographies of services, this is not a competitive bid. My understanding is that we have waited as long as we can on the old tech and need to move forward.

✓ **AUDITING PROFESSIONAL SERVICE ENGAGEMENT LETTER (*Business Item*)**

I have included a letter of engagement from our auditor. Paul Bueche did a request for proposals for a new auditing firm back in 2012 when the city had some apparent issues with their auditor at that time. Obviously, the city chose Plante Moran, and a five year agreement for professional services was entered into.

The last year for services under that agreement was for the 2016 fiscal year. So the city is free to move on, enter into another multi-year agreement, or take things one year at a time. Based upon my experience and the recommendation of staff (current and prior staff members), Plante Moran does an outstanding job with the audits and with support during the rest of the year. We are very pleased with them.

As it happens, they enjoy doing the city's audits (probably because the finance staff makes it pretty easy and clean!). We discussed options, and find that there is no cause to go searching for a new firm as long as pricing is competitive. However, I don't see the need to tie the city to a multi-year agreement either. What I propose is a year-by-year arrangement with incremental increases. This is how the city approaches assessing services, and it works well in my opinion.

Plante Moran has accommodated our request by submitting a one-time letter of engagement for the 2017 fiscal year audit. Their price for this service is 5.4% higher than last year. This is a great deal considering that last year's price was derived from a 2011 quote that was altered by inflation only. Given the state of the economy in 2011, I am happy with this fee.

Note that there is an additional fee allowance for the Act 51 Audit. This is a new audit that is required by state regarding road monies. The wording of the statute implies that the Department of Transportation is responsible for the audit, in my opinion, but here we are. This is a requirement for all agencies getting state road monies through Act 51.

✓ **CLAIM (*Update*)**

There has been a claim filed with the city's insurance provider that may result in litigation. If council action is required, I will look to consult with the city council and attorney in closed session at a future date, if warranted.

Council Questions, Inquiries, Requests, Comments, and Notes

Movie Night Volume: I did not hear any direct or indirect complaints regarding movie night volume from the showing on the 14th.

Fire Safety Trailer: The Swartz Creek Area Fire Department now has a fire safety trailer. They have requested the ability to store it in the rear of the public safety building behind the screening wall. I have authorized this conditioned upon Metro Police consent.

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, July 24, 2017, 7:00 P.M.**

Resolution No. 170724-4A MINUTES – JULY 10, 2017

Motion by Councilmember: _____

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

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170724-5A 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 July 24, 2017, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170724-6A CITY MANAGER'S REPORT

Motion by Councilmember: _____

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

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**Resolution No. 170724-8A RESOLUTION TO APPROVE ROAD PAINT STRIPING
COOPERATIVE BID**

Motion by Councilmember: _____

WHEREAS, the city finds it necessary to properly and adequately mark its streets with paint for lane delineation and related purposes; and

WHEREAS, this process requires approximately 110,000 lineal feet of various pavement markings to be applied to the city streets to complete this process; 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 accepts and awards bids for the purchase of pavement markings to public rights of way; and

WHEREAS, bids received on September 2, 2015 indicate that M&M Pavement Marking, Inc is the successful low bidder; and

WHEREAS, the extended unit costs bid to the GCRC for 2017 have been made available to the City and the city council finds that the lineal foot costs listed cannot be matched if attempts were made to bid on the open market or through private sources.

NOW, THEREFORE, I MOVE the City of Swartz Creek City Council accept the Genesee County Road Commission's cooperative purchasing extension for the purchase of pavement marking services from M&M Pavement Marking, Inc., said contract to be based upon the unit costs listed therein, expenses to be distributed to the Local and Major Street funds proportionate to use at the direction of the City's Treasurer.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170724-8C

RESOLUTION TO APPROVE APPRAISALS FOR HUZINIGA AND GENESEE VALLEY GOLF COURSE

Motion by Councilmember: _____

WHEREAS, the city assesses property and collects taxes per the Michigan General Property Tax Act; and

WHEREAS, the City Assessor is charged with determining values for property to be taxed under the same act and rules promulgated by the Michigan Department of Treasury, with the intent of valuing real and personal property in the city accurately, fairly, and consistently; and

WHEREAS, from time to time, the city finds it necessary to defend valuations that are appealed by owner interests in order to achieve those intentions.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek City Council amend the budget to allocate \$9,000 of unencumbered, unreserved general fund monies to the assessing department for the purpose of contesting the tax appeals by parties commonly referred to as the Genesee Valley Golf Course and Huziniga, costs to include an appraisal, legal services, and other related expenses to be provided by the

city's legal counsel and an appraisal firm, as selected by the city manager or assessor, with the authority of the city council under Section 2-402(a)(2) of the city ordinances.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170724-8E

RESOLUTION TO APPROVE PROFESSIONAL SERVICES TO MAP AND INVENTORY EXISTING WATER MAIN USING GEOGRAPHIC INFORMATION SYSTEMS TECHNOLOGY

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek owns, operates, and maintains a water distribution system, and

WHEREAS, the city is required by the State of Michigan Department of Environmental Quality to create a 'water reliability study' and 'asset management plan', and

WHEREAS, the city must inventory its water distribution system, including mains, hydrants, and valves, including composition, age, diameter, length, and location, and

WHEREAS, records indicating this data are in adequate due to circumstances which include: installation of components prior to municipal incorporation, undocumented repairs and maintenance of existing components, and inaccurate construction/as-built plans, and

WHEREAS, the city desires to accurately map and inventory this data in a system that is easily updated and manipulated to engage in long term asset management; and

WHEREAS, Rowe Professional Services Company, functioning as the city's engineer, delivered a proposal, dated July 17, 2017 to provide such services.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek City Council accepts the proposal from Rowe in the amount of \$7,940 for the noted services.

BE IT FURTHER RESOLVED that the City of Swartz Creek directs the Treasurer to apportion expenses from the water fund.

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

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170724-8F

RESOLUTION TO APPROVE PURCHASE OF METER READING DEVICES, SOFTWARE, AND SUPPORT

Motion by Councilmember: _____

WHEREAS, the city attempts to meter all private water use within in the city as a means to accurately and fairly apportion costs of water and sewer usage; and

WHEREAS, contemporary metering and billing technology includes meters, registers, and transponders (physical read and wireless read); and

WHEREAS, the city finds that it must update its handheld meter reading devices and software to ensure reliable and efficient meter reading capabilities; and

WHEREAS, the cities Neptune meters and registers are proprietary in nature and require specific technology and devices that are also of a proprietary nature to read such meters; and

WHEREAS, the dealer for such technology, Ferguson Waterworks, holds exclusive sales rights for the geography that Swartz Creek City is in, making the purchase non-competitive; and

WHEREAS, the city received a quote for two reading devices, two charging stations, a belt clip transceiver, and three years of maintenance from Ferguson Waterworks on July 17, 2017.

NOW, THEREFORE, I MOVE the City of Swartz Creek City Council accept the quote for such materials and service, funds to be appropriated evenly to the Water and Sewer Funds.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170724-8G

RESOLUTION TO APPROVE PROFESSIONAL SERVICES ENGAGEMENT LETTERS FOR GENERAL AND ACT 51 AUDIT SERVICES

Motion by Councilmember: _____

WHEREAS, Section 8.13 of the City Charter requires an audit of all accounts of the city government; and

WHEREAS, the city desires an independent and professional audit of financial statements in compliance with accounting principles generally accepted in the United States of America (GAAP); and

WHEREAS, independent auditors, Plante Moran, PLLC, chosen by the city per a qualified bidding selection process, have submitted an engagement letter, dated July 17, 2017, to perform auditing services related to the city's general fund, public utilities, enterprise accounts, Downtown Development Authority, and Act 51 monies,

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek City Council accepts the engagement letters for general audit and Act 51 audit services, as submitted by Plante Moran, PLLC, in the amount of \$23,700 and no more than \$5,000, respectively, for the noted services.

BE IT FURTHER RESOLVED that the City of Swartz Creek directs the Treasurer to apportion expenses to city funds at her discretion.

BE IT FURTHER RESOLVED, that the City Council directs the City Manager to execute said engagement letters on behalf of the city.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 07/10/2017**

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, City Attorney Mike Gildner.

Others Present: Lania Rocha, Steve Shumaker, Bob Plumb, Faye Porath, Tommy Butler, Michael Diericks.

APPROVAL OF MINUTES

Resolution No. 170710-01

(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 June 26, 2017, to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 170710-02

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Porath

I Move the Swartz Creek City Council approve the Agenda as, amended for the Regular Council Meeting of July 10, 2017, with addition of Water Tower Image discussion to be circulated and placed on file.

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

Resolution No. 170710-02a

(Carried)

I Move the Swartz Creek City Council approve the amended agenda for the Regular Council Meeting of July 10, 2017 with the addition of the City Attorney’s communications.

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

CITY MANAGER’S REPORT

Resolution No. 170710-04

(Carried)

Motion by Councilmember Florence
Second by Councilmember Hicks

I Move the Swartz Creek City Council accept the City Manager’s Report of July 10, 2017, including reports and verbal communications, to be circulated and placed on file.

Discussion Ensued.

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

MEETING OPENED TO THE PUBLIC:

None.

COUNCIL BUSINESS:

Radar Sign Acquisition Consideration

Discussion

Mr. Zettel, City Manager spoke on the purchase of radar signs in an effort to create more traffic awareness and for speed studies. He commented that discussion took place at the last Metro Police Authority board meeting and, the board felt that this service would be ideally served by the police authority. At this time he recommends waiting of the purchase to see what the Police Authority is willing to do which could save in purchase costs.

Councilmember Porath spoke on behalf of the Authority and he thinks the authority looked at this very favorably but waiting for approval from Mundy Township board. He briefly spoke on the report of traffic accidents that he supplied to the council.

Lt. Bade believes the radar signs and the data received from the signs will be very beneficial for both communities and the Authority.

LIABILITY INSURANCE PAYMENT

Resolution No. 170710-05

(Carried)

Motion by Mayor Pro Tem Pinkston
Second by Councilmember Cramer

WHEREAS, the City of Swartz Creek has a need to insure property, equipment, and services that it owns and provides; and

WHEREAS, the City of Swartz Creek has been engaged in risk management with the Michigan Municipal League Liability and Property Pool, as serviced by Meadowbrook Insurance Group since 1985; and

WHEREAS, the City of Swartz Creek finds this professional service to meet or exceed financial expectations, as well as the staffing and service needs of the city.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek appropriate and approve payment for an amount not to exceed \$40,422 to Michigan Municipal League Meadow Brook Insurance, payment of the City's annual 2017-2018 premiums for property and liability insurance, funds to be apportioned to reflect departmental coverage as noted in the invoice.

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

NO: None. Motion Declared Carried.

MERS 2016 ACTUARIAL

Discussion

Mr. Zettel, City Manager commented that we are in a fantastic position. We should be funded with the Supervisors unit at end of year or very close to it. The police unit payoff is \$665,914.00. Method at our disposal to pay off the police unit is we can use our surplus in fund balance. This would leave us with over half a year of operating. We have the option to pay this off or make payments during a 7-10 year period. These are options that need to be considered. He recommends paying off the debt.

UTILITY RATE

Discussion

Mr. Zettel, City Manager informed everyone that KWA is proposing an increase in rates projected to be 15% to the city. He is looking for councils input on the two options the county has offered us which includes changing the number of meters the city is currently being billed for.

Mayor Krueger would like Mr. Zettel to find out from the county how many meters we are currently using so the council can make a decision on the options presented.

Water Tower Image

Discussion

Councilmember Cramer wants the council to consider a dragon on the water tower. The council is mixed on the dragon so no changes to tower at this time.

BURN PERMIT REQUEST

Resolution No. 170626-06

(Denied)

Motion by Councilmember Hicks
Second by Councilmember Porath

WHEREAS, the City of Swartz Creek city council may authorize open burning per ordinance section 8-1 if it finds that such burning will provide for the general welfare of the community, and

WHEREAS, a burning permit is sought by the resident at 6376 Miller Road; and

WHEREAS, the city finds that the circumstances of this request, being a substantial amount of brush on a large and open lot, enable burning as a potentially preferred solution over curbside chipping.

NOW, THEREFORE, BE IT RESOLVED that the Swartz Creek City Council approve a single occurrence permit for open burning conditioned upon and in conformance with the standard burning requirements of the fire department.

Discussion Ensued.

YES: Pinkston.
NO: Porath, Cramer, Florence, Gilbert, Hicks, Krueger.
Motion Declared Denied.

HERITAGE VILLAGE UNIT SALES

Resolution No. 170626-07

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Florence

WHEREAS, the city acquired a total of six vacant units in Heritage Village Condominium, including the following units:

3284 Heritage Blvd	58-30-651-091
3278 Heritage Blvd	58-30-651-092
3270 Heritage Blvd	58-30-651-093
3264 Heritage Blvd	58-30-651-094
3323 Heritage Blvd	58-30-651-106
3329 Heritage Blvd	58-30-651-107

WHEREAS, the city determined that a public purpose existed for obtaining the lots, being control and guarantee for the collection of the special assessment fees, the preservation of property values for the existing homes in the subdivision and the control over the quality of housing constructed on said units; and

WHEREAS, the city previously found that the long term intent is to sell the lots to recover assessment costs and other administrative costs that may occur and to preserve property values consistent with the findings within this resolution; and

WHEREAS, the city permitted a negotiation between the Heritage Village Homeowners Association (HoA), local builders, and city staff to occur with the intent to develop these units in a manner that ensures quality and timely development of housing at a market sale price of each unit; and

WHEREAS, the HoA recommends sale of the units to J.W. Morgan Construction, LLC., with certain conditions, as outlined in their statement from July 6, 2017.

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council hereby approves the sale of two units in Heritage Village to J.W. Morgan Construction, LLC., in accordance with the purchase agreements and quit claim deeds attached.

BE IT FURTHER RESOLVED, that the council directs staff to make said sale instruments available for public inspection and comment for no less than 30 days, in accordance with city charter, at which point the sales shall be reviewed by the city council.

BE IT FURTHER RESOLVED, that the council directs staff to account the surplus proceeds from said sales and report these back to the city council for a deliberation regarding use of said funds.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

Lt. Matthew Bade updated the council on Police Authority happenings, Camp 911, retiring of Officer Pirochta and change of office hours and staff at the Swartz Creek office.

Tommy Butler, resides at 40 Somerset, commented on the radar signs and the water tower.

REMARKS BY COUNCILMEMBERS:

Councilmember Porath reminded everyone of the concert Tuesday night.

Councilmember Cramer road construction in the village in going nice. He's looking forward to what DDA logo DDA comes up with for the city at the meeting Thursday.

Councilmember Florence commented Springvale is moving along.

Councilmember Hicks announced Park Board meeting Wednesday and discussion is the Five year plan and suggestions and ideas are needed. Camp 911 is going on today.

Councilmember Gilbert commented on the brush on Holland & Miller from storm.

Mayor Pro Tem Pinkston suggested the Park Board put a dragon on a pavilion. He also reminded everyone of the fundraiser for the K9 at Hank & Don's August 6th 6-9 pm.

Mayor Krueger reminded council to RSVP to Springvale's open house.

ADJOURNMENT

Resolution No. 170710-08

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Porath

I Move the Swartz Creek City Council adjourn the regular meeting at 8:58 p.m.

Unanimous Voice Vote.

David A. Krueger, Mayor

Connie Eskew, City Clerk



**GENESEE COUNTY ROAD COMMISSION
PURCHASING OFFICE**

July 20, 2016

This is a courtesy letter to see if you would be interested in **extending** your **BID UNIT PRICE(S)** through September 30, 2017, under the same terms and conditions.

Reference Information:

REFERENCE PO #A-10205

M&M Pavement Marking, Inc.
P.O. Box 530
Grand Blanc, MI 48480
P: (810) 691-7686
E: davemmpavement@aol.com
Attn: Dave Lawler

Confirming Bid Unit Prices for budget year – October 1 thru September 30, 2017? Yes No

U/M	Description	Unit Price
Item #14 – Pavement Marking County Wide		
LF	Yellow Skip, 4"	\$0.043
LF	Yellow Solid, 4"	\$0.043
LF	White Skip, 4"	\$0.06
LF	White Solid, 4"	\$0.043
LF	White Solid, 6"	\$0.05
LF	Longitudinal – 6" or Less, Remove	\$0.25

Signature *David A. Lawler*
DAVID A. LAWLER, VICE PRESIDENT

Date 7/19/16

Please email or fax your response by **Thursday, July 28, 2016 by 10:30 am**, to jmcclane@gcrc.org or fax to (810) 767-4405.

Thank you,
Genesee County Road Commission
Joyce McClane, CPPB
Purchasing Manager

OUR MISSION, AS GENESEE COUNTY ROAD COMMISSION EMPLOYEES, IS TO COLLECTIVELY PROVIDE AND MAINTAIN A SAFE, COST EFFICIENT AND QUALITY COUNTY ROAD SYSTEM FOR THE MOTORISTS IN GENESEE COUNTY

Genesee County Road Commission

211 West Oakley Street
 Flint, MI 48503-3995
 Phone: 810-767-4920
 Fax: 810-767-4405

**Blanket
 Purchase Order**

No. 81045

**This Number must appear on
 all Invoices, Packing Slips,
 Packages, & Correspondence**

Max Amount	454,500.00
Ordered	0.00
Remaining	454,500.00

V 001032
E M & M Pavement Marking, Inc.
N P O Box 530
D Grand Blanc, MI 48480-0000
O Phone: 810-695-4833
R Fax: 810-695-4684

S Genesee County Road Commission
H Attn: Purchasing Department
I 211 W. Oakley Street
P Flint, MI 48503-0000
T Phone: 810-767-4920
O Fax: 810-767-4405

Beginning	Ending	FOB	Federal ID	Tax Exempt	Class	Authorized By	Created By	Status	
10/01/16	09/30/17	Destination	811645760	811645760	Maintenance	Joyce McClane	SJAEGER	Active	
Item Number	Description					Max Quantity	U/M	Max Cost	Max Amount
NONINVENTORY	Pavement Marking Longitudinal - 6" or less, Remove 201 020 000 000 000000 801 006 000000					0.00	LF	0.250000	0.00
NONINVENTORY	Waterborne Pavement Marking, White Skip, 4" 201 020 000 000 000000 801 006 000000					0.00	LF	0.060000	0.00
NONINVENTORY	Waterborne Pavement Marking, White Solid, 4" 201 020 000 000 000000 801 006 000000					0.00	LF	0.043000	0.00
NONINVENTORY	Waterborne Pavement Marking, White Solid, 6" 201 020 000 000 000000 801 006 000000					0.00	LF	0.050000	0.00
NONINVENTORY	Waterborne Pavement Marking, Yellow Skip, 4" 201 020 000 000 000000 801 006 000000					0.00	LF	0.043000	0.00
NONINVENTORY	Waterborne Pavement Marking, Yellow Solid, 4" 201 020 000 000 000000 801 006 000000					0.00	LF	0.043000	0.00

Item #14 - Pavement Markings Application - County Wide
 To be done on an as needed basis.
 An extension of your bid that was submitted on September 2, 2015.
 PO assigned to correlate with contract.

By: Joyce McClane ^{Total:} JAM Date: 11/01/16
 By: [Signature] Date: 11/01/16

Adam Zettel

From: davempavement@aol.com
Sent: Friday, July 07, 2017 11:48 AM
To: Adam Zettel
Subject: Re: Pavement Marking

Follow Up Flag: FollowUp
Flag Status: Flagged

Hi Adam,

Yes the Genesee County unit prices will apply to the city also. We can paint this within a week after notice to proceed because it is in our home area.

Thanks,

Dave

David Lawler
M & M Pavement Marking, Inc.
PO Box 530
Grand Blanc, MI 48480
810-691-7686 Cell
810-695-4684 Fax

davempavement@aol.com

-----Original Message-----

From: Adam Zettel <AZettel@cityofswartzcreek.org>
To: Thomas Svrcek <TSvrcek@cityofswartzcreek.org>; davempavement <davempavement@aol.com>
Sent: Thu, Jul 6, 2017 11:24 am
Subject: RE: Pavement Marking

Hi Dave,

Can you affirm that those unit costs would apply in the city as well? What would be the timeline for work in our area?

Take care,

Adam Zettel, AICP

City Manager
Swartz Creek City
8083 Civic Drive
Swartz Creek, MI 48473
810.635.4464 general office
810.287.2147 cell
azettel@cityofswartzcreek.org
<https://www.facebook.com/CityofSwartzCreek>

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

From: Thomas Svrcek
Sent: Thursday, July 06, 2017 11:23 AM
To: Adam Zettel <AZettel@cityofswartzcreek.org>
Subject: FW: Pavement Marking

From: davemmpavement@aol.com [mailto:davemmpavement@aol.com]
Sent: Wednesday, July 05, 2017 1:55 PM
To: Thomas Svrcek <TSvrcek@cityofswartzcreek.org>
Subject: Pavement Marking

Tom,

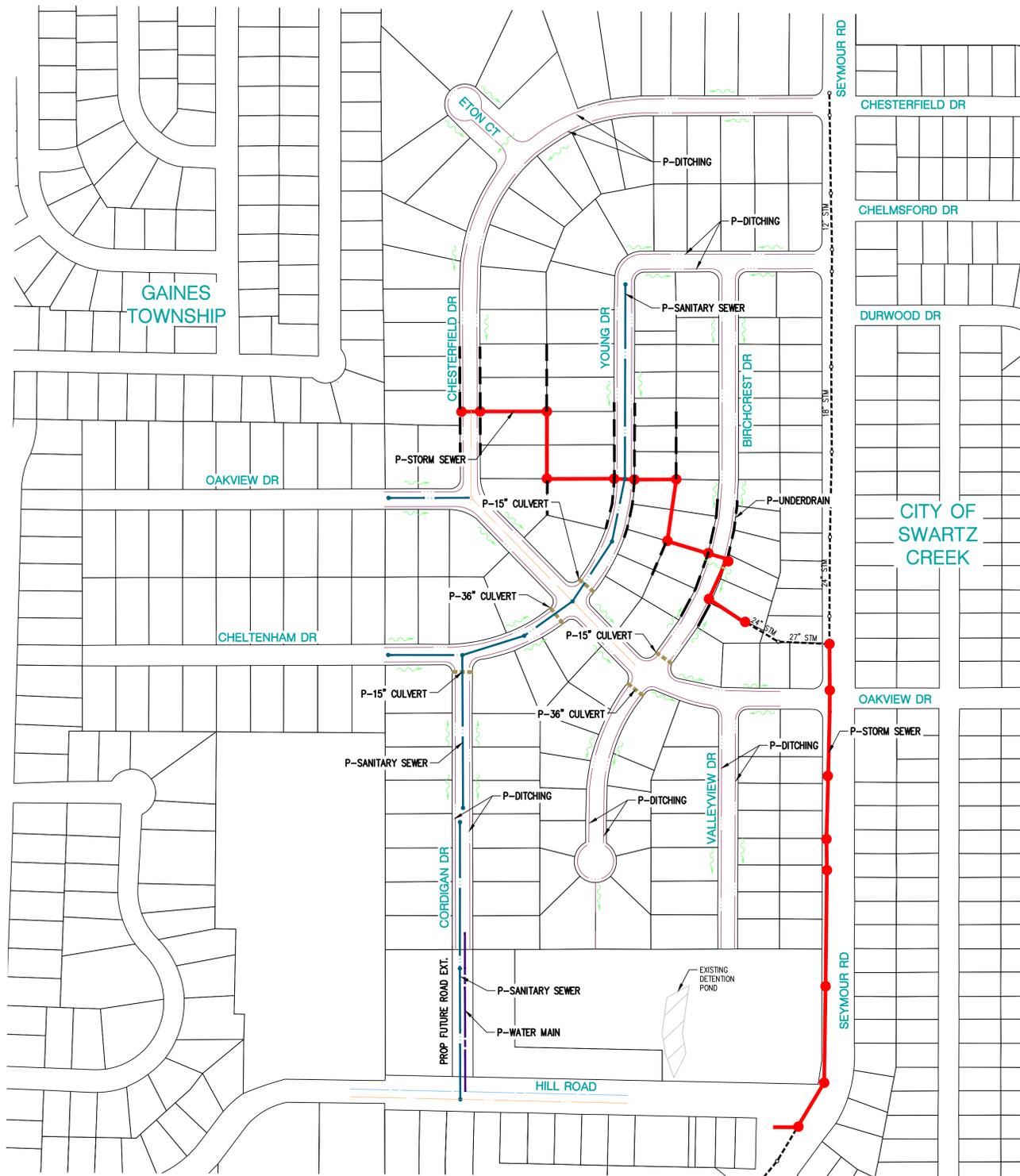
Find enclosed the 2017 pavement marking unit prices for the Genesee County Contract. This was an extension of last years contract

Thanks,

Dave

David Lawler
M & M Pavement Marking, Inc.
PO Box 530
Grand Blanc, MI 48480
810-691-7686 Cell
810-695-4684 Fax

davemmpavement@aol.com



CITY OF SWARTZ CREEK
Preliminary Project Cost Estimate- WINCHESTER WOODS
INFRASTRUCTURE IMPROVEMENT PROJECT
July 11, 2017
 Description: This work is for constructing drainage improvements and expanding infrastructure within the Winchester Woods Subdivision



WORK DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
SANITARY SEWER ITEMS				
8 inch PVC-SDR 26 Sanitary Sewer, Trench Detail B	3100	LFT	\$80.00	\$248,000.00
6 inch Sanitary Sewer Lead, Trench Detail B	2100	LFT	\$55.00	\$115,500.00
Sanitary Manhole, 4 ft Dia	11	EA	\$3,000.00	\$33,000.00
8 inch Sewer Tap	2	EA	\$2,500.00	\$5,000.00
Dewatering	1	LSUM	\$25,000.00	\$25,000.00
Aggregate Base, 6 inch	4150	SYD	\$15.00	\$62,250.00
SANITARY SEWER SUBTOTAL				\$488,750.00
DRAINAGE IMPROVEMENTS				
42 inch CI A Storm Sewer, Trench Detail B	1550	LFT	\$100.00	\$155,000.00
24 inch CI A Storm Sewer, Trench Detail A	900	LFT	\$70.00	\$63,000.00
24 inch CI A Storm Sewer, Trench Detail B	150	LFT	\$80.00	\$12,000.00
18 inch CI A Storm Sewer, Trench Detail A	450	LFT	\$50.00	\$22,500.00
18 inch CI A Storm Sewer, Trench Detail B	100	LFT	\$60.00	\$6,000.00
Storm Manhole, 4 ft Dia	8	EA	\$2,500.00	\$20,000.00
Storm Manhole, 5 ft Dia	4	EA	\$3,000.00	\$12,000.00
Storm Manhole, 6 ft Dia	7	EA	\$3,500.00	\$24,500.00
Storm Manhole, 7 ft Dia	2	EA	\$5,000.00	\$10,000.00
Culvert Removal	101	EA	\$290.00	\$29,290.00
12 inch Drive Culvert, Class F	3000	LFT	\$28.00	\$84,000.00
Culvert, 15 inch	250	LFT	\$35.00	\$8,750.00
Culvert, 36 inch	125	LFT	\$120.00	\$15,000.00
Culvert End Section, 15 inch	2	EA	\$400.00	\$800.00
Culvert End Section, 36 inch	4	EA	\$550.00	\$2,200.00
Pavement Repair	500	SYD	\$50.00	\$25,000.00
Machine Grading, Mod. (Ditching)	20,060	FT	\$18.00	\$361,080.00
6 inch Subbase Underdrain	3000	LFT	\$12.00	\$36,000.00
Pavt. Rem (Driveways)	3700	SYD	\$10.00	\$37,000.00
Driveway, Non-Reinf Conc, 6 inch	35,000	SFT	\$7.00	\$245,000.00
DRAINAGE IMPROVEMENTS SUBTOTAL				\$1,169,120.00
WATERMAIN IMPROVEMENTS				
8" Water Main, Ductile Iron, Trench Detail F	500	LFT	\$70.00	\$35,000.00
Hydrant and Valve Assembly	1	EA	\$5,000.00	\$5,000.00
Connect to Existing Water Main	1	EA	\$4,000.00	\$4,000.00
WATERMAIN SUBTOTAL				\$44,000.00
MISCELLANEOUS				
Cleanup and Restoration	1	LSUM	\$150,000.00	\$150,000.00
Traffic Control	1	LSUM	\$30,000.00	\$30,000.00
Soil Erosion and Sedimentation Control	1	LSUM	\$15,000.00	\$15,000.00
CONSTRUCTION SUBTOTAL (MISC)				\$195,000.00
STREET EXTENSION				
Clearing	5	STA	\$1,000.00	\$5,000.00
Machine Grading	5	STA	\$3,000.00	\$15,000.00
8 inch Aggregate Base	1450	SYD	\$14.00	\$20,300.00
HMA, 13A	250	TON	\$85.00	\$21,250.00
HMA, 36A	200	TON	\$82.00	\$16,400.00
STREET EXTENSION SUBTOTAL				\$77,950.00
Contingency (15%)				\$296,223.00
CONSTRUCTION TOTAL				\$2,271,043.00
Design & Construction Engineering				\$350,000.00
TOTAL PROJECT COST				\$2,621,043.00

PLAN DATE: JUNE, 2017
 PROJECT MGR: LFP
 REVIEWER:
 SCALE: 1"=200'

ROWE PROFESSIONAL SERVICES COMPANY

The Rowe Building
 540 S. Saginaw St., Suite 200
 Flint, MI 48502

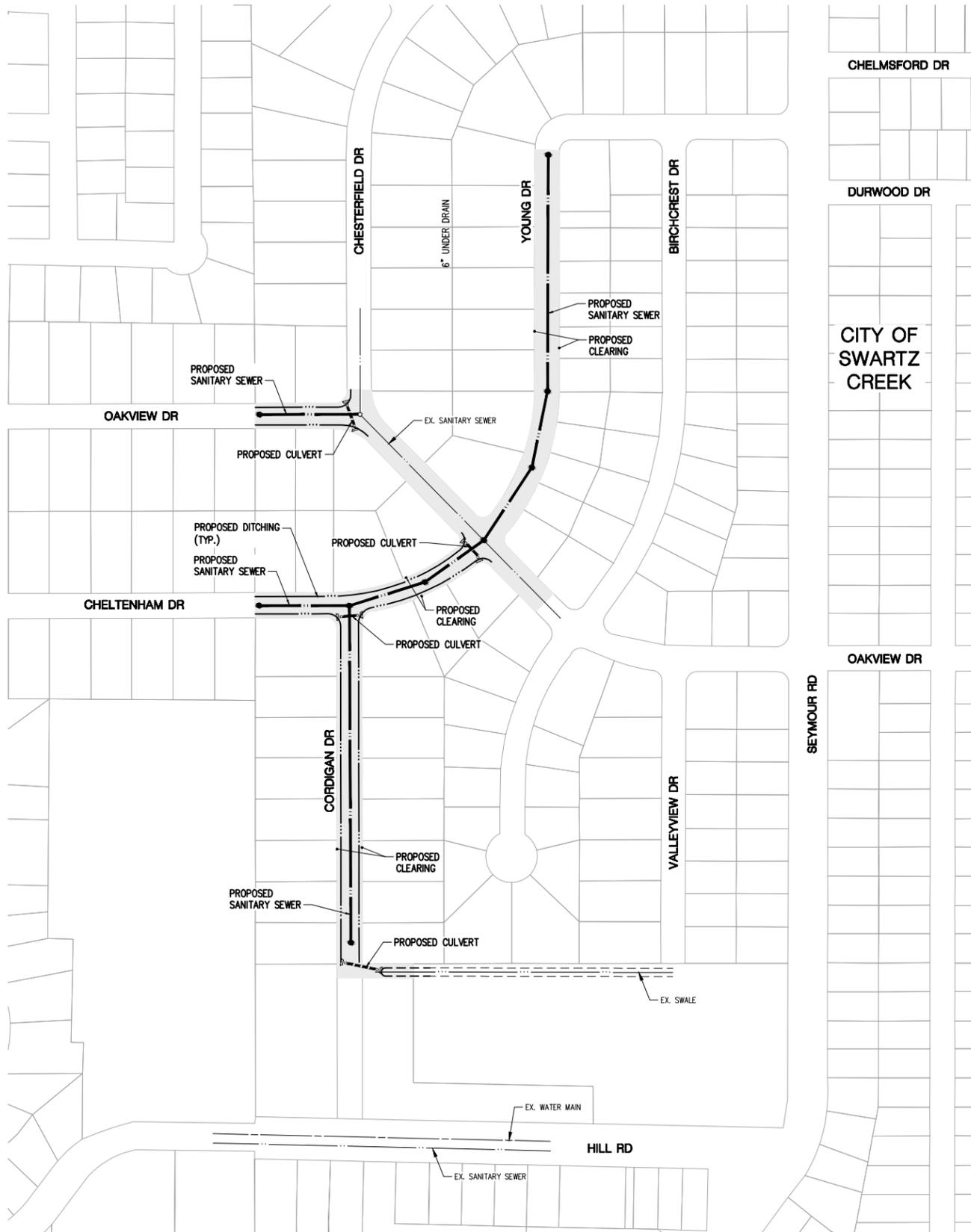
O: (810) 341-7500
 F: (810) 341-7573
 WWW.ROWEPSC.COM

PREPARED FOR
SWARTZ CREEK
WINCHESTER WOODS SUBDIVISION
 DEVELOPMENT PLAN



PLAN SUBMITTALS AND CHANGES		REV:
PRELIMINARY PLANS - **NOT FOR CONSTRUCTION**		
DATE	DESCRIPTION	

SHT# 1 OF 1
 JOB No: 17C0067



PHASE 1 CONSTRUCTION

- DITCHING/ STREET CULVERTS
- SANITARY SEWER

WORK DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
SANITARY SEWER ITEMS				
8 inch PVC-SDR 26 Sanitary Sewer, Trench Detail B	2600	LFT	\$80.00	\$208,000.00
6 inch Sanitary Sewer Lead, Trench Detail B	1200	LFT	\$55.00	\$66,000.00
Sanitary Manhole, 4 ft Dia	10	EA	\$3,000.00	\$30,000.00
8 inch Sewer Tap	3	EA	\$2,500.00	\$7,500.00
Dewatering	1	LSUM	\$25,000.00	\$25,000.00
6 inch Aggregate Base	4150	SYD	\$15.00	\$62,250.00
CONSTRUCTION SUBTOTAL (SANITARY)				\$398,750.00
DRAINAGE IMPROVEMENTS				
Culvert	300	FT	\$28.00	\$8,400.00
Clearing	2.5	ACRE	\$10,000.00	\$25,000.00
Machine Grading, Mod. (Ditching)	3500	FT	\$18.00	\$63,000.00
CONSTRUCTION SUBTOTAL (DRAINAGE)				\$96,400.00
MISCELLANEOUS				
Cleanup and Restoration	1	LSUM	\$20,000.00	\$20,000.00
Traffic Control	1	LSUM	\$5,000.00	\$5,000.00
Soil Erosion and Sedimentation Control	1	LSUM	\$10,000.00	\$10,000.00
CONSTRUCTION SUBTOTAL (MISC)				\$35,000.00
Contingency (15%)				\$79,522.50
CONSTRUCTION TOTAL				\$609,672.50
Design & Construction Engineering				\$140,000.00
TOTAL PROJECT COST				\$749,672.50

Cost does not include work to address existing drainage issues existing throughout the subdivision, or to improve any streets.
Sanitary sewer depth near the south end of Cordinan Drive will not be adequate to allow gravity connection to bB8:B3basement level plumbing fixtures



540 S Saginaw Street
Suite #200
Flint, MI 48502

CITY OF SWARTZ CREEK
Preliminary Project Cost Estimate
INFRASTRUCTURE IMPROVEMENT PROJECT-PHASE I

Description: This work is for constructing sanitary and ditching improvements on Oakview, Cheltenham, and Cordinan Drives as well as sanitary sewer on Young Drive.

ROWE PROFESSIONAL SERVICES COMPANY



The Rowe Building
540 S. Saginaw St., Suite 200
Flint, MI 48502

PLAN DATE: JUNE 2017
PROJECT MGR: LPF
REVIEWER:
SCALE: NOT TO SCALE

PREPARED FOR
SWARTZ CREEK
WINCHESTER WOODS DRAINAGE STUDY
PHASE 1 CONSTRUCTION



Know what's below.
Call before you dig.

PLAN SUBMITTALS AND CHANGES	
PRELIMINARY PLANS - **NOT FOR CONSTRUCTION**	
DATE	DESCRIPTION

REV: _____
SHEET # 1 OF 2
JOB No: 17C0067



ROWE PROFESSIONAL SERVICES COMPANY

Large Firm Resources. Personal Attention.™

July 17, 2017

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

RE: Water System Mapping

Dear Mr. Zettel:

At your request, ROWE Professional Services Company (ROWE) is pleased to submit this proposal for providing survey services for the above referenced project. Our fee for performing this work is \$7,940 and will include the following tasks:

- ◆ Find and locate all existing water main valves within the city's water distribution system (the city will utilize hydrant location data previously prepared by Genesee County).
- ◆ Develop a water system map from fieldwork identifying pipe location and pipe size.
- ◆ Create an ArcView file of the survey data and submit one electronic copy.

Please feel free to contact me with any questions or comments at (810) 341-7500.

Sincerely,
ROWE Professional Services Company

Louis R. Fleury, P.E.
Senior Project Manager

R:\sdsk\Proj\PROPOSAL\CU\swartz creek\watermain GIS.doc



FEI - WW NEPTUNE MICH #3373
 799 E WHITCOMB AVE
 MADISON HEIGHTS, MI 48071-0000

Phone: 248-585-3700
 Fax: 248-585-3730

Deliver To: From: Zach Demers Comments:
--

12:55:58 JUL 17 2017

Page 1 of 1

FERGUSON WATERWORKS #3650
 Price Quotation
 Phone: 248-585-3700
 Fax: 248-585-3730

Bid No: B002894
Bid Date: 07/17/17
Quoted By: ZLD

Cust Phone: 810-635-4464
Terms: NET 10TH PROX

Customer: CITY OF SWARTZ CREEK
 8083 CIVIC DRIVE
 METER SALES ONLY
 SWARTZ CREEK, MI 48473

Ship To: CITY OF SWARTZ CREEK
 8083 CIVIC DRIVE
 METER SALES ONLY
 SWARTZ CREEK, MI 48473

Cust PO#:

Job Name:

Item	Description	Quantity	Net Price	UM	Total
N13462000	TRIMBLE RANGER 3XE HH	2	7334.000	EA	14668.00
N13461001	TRIMBLE RANGER 3XE CHARGING CRADLE	2	500.000	EA	1000.00
N13302000	R900 BELT CLIP TRANSCEIVER	1	2534.000	EA	2534.00
N12661100N	ARB N_SIGHT MOBILE HOST SOFTWARE 3 YEARS MAINTENENCE	1	2340.000	EA	2340.00

Net Total: \$20542.00
Tax: \$0.00
Freight: \$0.00
Total: \$20542.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseley.com/terms_conditionsSale.html.
 Govt Buyers: All items are open market unless noted otherwise.



TRIMBLE RANGER 3XE HANDHELD DATA COLLECTOR

STREAMLINE AND AUTOMATE WATER MEASUREMENT

When you work with Neptune's R900® System, you'll streamline and automate processes to help your workforce be more efficient in their jobs, saving your utility time and money. The Trimble Ranger 3XE's intuitive design reduces training time, and our automated features ensure that the data you collect is accurate and easy to share with other departments. And if you need it, you can count on our support staff to resolve issues quickly and efficiently. Neptune's systems provide the foundation that you can build on, turning data into meaningful information to improve accuracy, identify hidden causes of loss, and streamline operations.



PROTECT ASSETS WHILE ADOPTING NEW TECHNOLOGIES

Neptune has designed the R900 System to ensure that individual components work easily with past generations of equipment, and will work just as seamlessly with future innovations as your utility's needs evolve. For instance, the Trimble Ranger 3XE maintains support to read R900® MIUs through its internal HR2650i receiver. The Ranger lets you choose manual keyed entry, probed, and walk-by RF data collection methods at any time. The Ranger can also be paired via Bluetooth with the new R900® Belt Clip Transceiver (BCT). This enables features such as RF-activated data logging to extract 96 days' worth of hourly consumption data from the new enhanced R900 or E-Coder®)R900i™ for an individual account. You can phase in these and other new features and equipment at your own pace, confident that Neptune will support your future needs without leaving stranded assets.

ADDRESS CUSTOMER ISSUES AND IMPROVE SERVICE

With the Trimble Ranger 3XE and R900 BCT, access to the meter is not an issue, so your meter readers can quickly capture the information they need remotely. Your field personnel can now have AMI functionality in the palm of their hand, with immediate access to detailed interval data as well as flags for leaks, tamper, and reverse flow from E-Coder®-equipped meters. They can generate graphs of a customer's water consumption and show the customer on-screen exactly when excessive water usage occurred or when a probable continuous leak began. Seeing usage patterns and receiving alerts will help your utility proactively improve your customer service, heading off high bill complaints, reducing delinquent payments, and avoiding write-offs in the process.

KEY BENEFITS

- Increases Efficiency
 - Supports multiple data collection methods – manual keyed entry, probed, and walk-by RF
 - Integrated HR2650i receiver for easy transition to walk-by RF
 - Supports two-way communication to R900 when connected to R900 Belt Clip Transceiver (BCT)

- Protects your meter reading data
 - SD card backup
 - Meets MIL-STD-810G for impact, vibration, humidity, altitude, and extreme temperatures
 - Meets IP67 for protection against dust and water intrusion

- Analyze data at the source
 - View data logging graphs in the field to address high bill complaints
 - Identify high/low audit status failures
 - Receive leak, reverse flow, and days of no flow alerts from E-Coder-equipped meters

SPECIFICATIONS

- Operating System: Windows Mobile 6.5 Professional
- Software Application: N_SIGHT™ R900® (version 4.7 or later)
- Processor: TI AM3715 Sitara ARM Cortex-A8 processor at 800 MHz
- Memory: 256 MB RAM
- Display: 4.2 in (10.6 cm), 640 x 480 pixel, VGA TFT with LED backlighting
- Keyboard: QWERTY full keypad with number pad, directional buttons with 4 programmable buttons
- Power Supply
 - Rechargeable lithium ion battery pack – 11.1V, 2500 mAh, 27.8 Wh
 - Power management system
 - Integrated charge status and low battery indicator
 - Typical 10+ hour work day
- Communication
 - Bluetooth 2.0 + EDR
 - WiFi (802.11b/g)
- WWAN Radios
 - HSDPA, Tri-band
 - HSDPA/UMTS: 850/1900/2100 MHz, Quad-band
 - GSM/GPRS/EDGE
 - CDMA
- Audio: Integrated speaker and microphone
- AMR RF Receiver: HR2650i integrated receiver, Also compatible via Bluetooth with R900 Belt Clip Transceiver (BCT)
- Dimensions
 - Height: 1.9" (4.8 cm)
 - Width: 5.2" (13.1 cm)
 - Length: 10.5" (26.6 cm)
 - Weight: 2.3 lbs. (1.04 kg) including rechargeable battery and stylus
- Temperature Range
 - Operating: -22°F to +140°F (-30°C to +60°C)
 - Storage: -40°F to +158°F (-40°C to +70°C)
 - Humidity: 90% RH temp cycle -4°/+140°F (-20°C/+60°C)

- Environmental
 - Meets or exceeds:
 - Water: IEC-529, IP67
 - Sand & Dust: IEC-529, IP67
 - Drop: MIL-STD-810G, Method 516.6, Procedure IV
 - Vibration: MIL-STD-810G, Method 514.6, Procedure I, II
 - Operating and Storage Temperature: MIL-STD-810G, Method 501.5 – Procedure I, II, Method 502.5 – Procedure I, II, III
 - Temperature Shock: MIL-STD-810G, Method 503.5, Procedure I
 - Humidity: MIL-STD-810G, Method 507.5
 - Altitude: MIL-STD-810G, Method 500.5, Procedure I, II, III
- Approvals
 - FCC, CE, R&TTE, IC (Canada), C-tick, GCF compliant, RoHS compliant, Section 508 compliant, AT&T certified, WiFi Alliance certified, MIL-STD-810G, IP67, MIL-STD-461
- Accessories
 - Ethernet communications and charging cradle
 - Replacement lithium-ion battery
 - Hand strap
 - AC power adapter
 - Anti-glare screen protector
 - Stylus
- Warranty
 - Two year comprehensive warranty
 - Hardware and software maintenance contracts available

Neptune Technology Group Inc.
 1600 Alabama Highway 229
 Tallahassee, AL 36078
 USA
 Tel: (800) 633-8754
 Fax: (334) 283-7293

Neptune Technology Group (Canada) Ltd.
 7275 West Credit Avenue
 Mississauga, Ontario
 L5N 5M9
 Canada
 Tel: (905) 858-4211
 Fax: (905) 858-0428

Neptune Technology Group Inc.
 Avenida Ejercito Nacional No 418
 Piso 12, Despacho 1203
 Colonia Polanco V Sección
 C.P. 11560
 Delegación, Miguel Hidalgo
 Mexico D.F.
 Tel: (525) 5203-4032 / (525) 5203-6204
 (525) 5203-5294
 Fax: (525) 5203-6503



June 8, 2017

To Whom It May Concern:

At this time Ferguson Waterworks is the only Neptune distributor authorized to sell RF meter reading equipment and Neptune water meters and parts in the State of Michigan. Ferguson Waterworks is authorized by Neptune to submit an offer for Neptune water meters and related products.

Neptune Technology Group is the only manufacturer of Neptune meters. Our headquarters and manufacturing facility is located in Tallassee, Alabama. Additional company information can be found at our website www.neptunetg.com.



Thank you for your interest in Neptune products. If you have any questions, please contact your local Neptune representative, Sam Mitchell at 517-420-0428.

Regards,

A handwritten signature in black ink that reads "Chris Knapp". The signature is written in a cursive, flowing style.

Chris Knapp
Field Support Manager



Plante & Moran, PLLC

Suite 360
4444 W. Bristol Road
Flint, MI 48507-3153
Tel: 810.767.5350
Fax: 810.767.8150
plantemoran.com

July 17, 2017

Mr. Adam Zettel, City Manager
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473-1377

Dear Mr. Zettel:

Thank you for your selection of Plante & Moran, PLLC to assist you. We are sending this letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, to confirm our understanding of the nature, limitations, and terms of the services we will provide to City of Swartz Creek.

Scope of Services

We will audit City of Swartz Creek's financial statements as of and for the year ended June 30, 2017. In addition, the supplemental information accompanying the financial statements, consisting of the nonmajor governmental funds combining balance sheet, nonmajor governmental funds combining statement of revenue, expenditures, and changes in fund balances, and the fiduciary funds statement of net position, will be subjected to the auditing procedures applied in our audit of the financial statements.

In connection with our audit engagement, we will assist you in drafting your financial statements, required supplemental information, other supplemental information, and related notes. This assistance is considered a non-audit service; you agree to the contemporaneous provision of these audit and non-audit services.

If you require any additional services, including accounting, consulting, or tax assistance, those services will be detailed in a separate engagement letter.

Timing of Services

We expect to begin fieldwork for this engagement at your offices on September 18, 2017. We anticipate that our on-site audit work will end on approximately September 22, 2017 and that our report will be issued by November 30, 2017.

Fees and Payment Terms

Our fee for this engagement will be based on the value of the services provided, which is primarily a function of the time that Plante Moran staff expends at our current hourly rates. We estimate that our fee for this engagement will be \$23,700.

Mr. Adam Zettel, City Manager
City of Swartz Creek

2

July 17, 2017

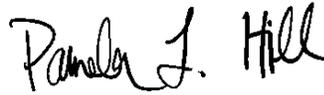
Invoices for audit services will be rendered as services are provided. Invoices for other services and out-of-pocket costs will be rendered as services are provided and are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Very truly yours,

Plante & Moran, PLLC



Pamela L. Hill, CPA
Partner

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement, which set forth the entire agreement between City of Swartz Creek and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.

City of Swartz Creek

Mr. Adam Zettel

Date

City Manager

Title

Professional Services Agreement – Audit Services Addendum to Plante & Moran, PLLC Engagement Letter

This Professional Services Agreement is part of the engagement letter for audit services dated July 17, 2017 between Plante & Moran, PLLC (referred to herein as “PM”) and City of Swartz Creek.

1. **Financial Statements** – The financial statements of City of Swartz Creek being audited by PM are to be presented in accordance with accounting principles generally accepted in the United States of America (GAAP).
2. **Management Responsibilities** – City of Swartz Creek management is responsible for the preparation and fair presentation of these financial statements in accordance with the applicable financial reporting framework, including compliance with the requirements of accounting principles generally accepted in the United States of America and the completeness and accuracy of the information presented and disclosed therein. Management is also responsible for the capability and integrity of City of Swartz Creek personnel responsible for City of Swartz Creek’s underlying accounting and financial records.

City of Swartz Creek personnel will provide PM, in a timely and orderly manner, with access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters and additional information that the auditor may request from management for the purpose of the audit. This includes providing assistance and information PM requests during the course of its audit, including retrieval of records and preparation of schedules, analyses of accounts, and confirmations. A written request for information to be provided will be submitted under separate cover and supplemented by additional written and oral requests as necessary during the course of PM’s audit. In addition, City of Swartz Creek will provide PM with all information in its possession that has a material impact on any material transaction and that information will be complete, truthful, and accurate. City of Swartz Creek will allow PM unrestricted access to personnel within City of Swartz Creek from whom PM determines it necessary to obtain audit evidence.

Management is responsible for making all management decisions and performing all management functions relating to the financial statements, supplementary financial information, and related notes and for accepting full responsibility for such decisions, even if PM provides advice as to the application of accounting principles or assists in drafting the financial statements, supplementary financial information, and related notes. City of Swartz Creek has designated Adam Zettel to oversee financial statement related services PM provides. Management will be required to acknowledge in the management representation letter that it has reviewed and approved the financial statements, supplementary financial information, and related notes prior to their issuance and have accepted responsibility for the adequacy of the financial statements.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing PM about all known or suspected fraud affecting City of Swartz Creek involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Management’s responsibilities include informing PM of its knowledge of any allegations of fraud or suspected fraud affecting City of Swartz Creek received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

3. **Objective of an Audit of Financial Statements** – The objective of PM’s audit is the expression of an opinion on the City of Swartz Creek financial statements specified in the accompanying engagement letter. PM offers no guarantee, express or implied, that its opinion will be unmodified or that it will be able to form an opinion about these financial statements in the event that City of Swartz Creek’s internal controls or accounting and financial records prove to be unreliable or otherwise not auditable. If PM’s opinion is to be modified, PM will discuss the reasons with City of Swartz Creek management in advance of the issuance of its audit report. If, for any reason, PM is prevented from completing its audit or is unable to form an opinion on these financial statements, PM may terminate the engagement and decline to issue a report.
4. **Supplementary Information** – In any document that contains supplementary information to the basic financial statements that indicates that the auditor has reported on such supplementary information, management agrees to include the auditor’s report on that supplementary information. In addition, management agrees to present the supplementary information with the audited financial statements or to make the audited financial statements readily available no later than the date of issuance by City of Swartz Creek of the supplementary information and the auditor’s report thereon.
5. **Internal Controls** – City of Swartz Creek is responsible for the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including controls established for the purpose of preventing or detecting errors in financial reporting, preventing fraud or misappropriation of assets, and identifying and complying with applicable laws and regulations. PM, in making its risk assessments, will consider internal control relevant to

Professional Services Agreement – Audit Services

City of Swartz Creek's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances. PM's audit will not be designed to provide assurance on the design or operating effectiveness of City of Swartz Creek's internal controls or to identify all conditions that represent significant deficiencies in those internal controls. PM will communicate all significant deficiencies and material weaknesses in internal controls relevant to the audit of the financial statements, instances of fraud, or misappropriation of assets that come to PM's attention.

- 6. Audit Procedures and Limitations** – PM's audit will be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and will include examination, on a test basis, of evidence supporting the amounts and disclosures in the City of Swartz Creek financial statements specified in this engagement letter. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. An audit in accordance with GAAS involves judgment about the number of transactions to be tested and the overall approach to testing in each area. As a result, PM's audit can only be designed to provide reasonable rather than absolute assurance that these financial statements are free from material misstatement. In addition, an audit in accordance with GAAS is not designed to detect errors or fraud that are immaterial to the financial statements. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected always exists, even in an audit properly planned and performed in accordance with GAAS. In recognition of these limitations, City of Swartz Creek acknowledges that PM's audit cannot guarantee that all instances of error or fraud will be identified.
- 7. Auditor Communications** – PM is obligated to communicate certain matters related to the audit to those responsible for governance of City of Swartz Creek, including instances of error or fraud and significant deficiencies and material weaknesses in internal control that PM identifies during its audit. PM will communicate these matters to the members of City of Swartz Creek's governing board, and City of Swartz Creek acknowledges and agrees that communication in this manner is sufficient for City of Swartz Creek's purposes.

Communication to Group Auditor – In instances where PM has been engaged as a component auditor for the purposes of a Group Audit, the terms of the engagement may include communication of certain matters related to the audit to the Group Auditor. City of Swartz Creek permits such communication. PM will discuss matters being communicated with those responsible for governance of City of Swartz Creek.

- 8. Accounting and Financial Records** – City of Swartz Creek agrees that it is responsible for providing PM with accounting and financial records that are closed, complete, accurate, and in conformity with the requirements of GAAP, for providing schedules and analyses of accounts that PM requests, and for making all City of Swartz Creek financial records and related information available to PM for purposes of PM's audit. Where PM has provided estimates of the timing of its work and completion of PM's engagement and issuance of PM's report, those estimates are dependent on City of Swartz Creek providing PM with all such accounting and financial records, schedules, and analyses on the date PM's work commences. PM will assess the condition of City of Swartz Creek's accounting and financial records, schedules, and analyses of accounts prior to commencing its work. In the event that such records, schedules, and analyses are not closed, complete, accurate, or in conformity with GAAP, PM may have to reschedule its work, including the dates on which PM expects to complete its on-site procedures and issue its audit report.

In any circumstance where PM's work is rescheduled due to City of Swartz Creek's failure to provide information as described in the preceding paragraph, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of the audit work or issuance of its audit report. Because rescheduling audit work imposes additional costs on PM, in any circumstance where PM has provided estimated fees, those estimated fees may be adjusted for the additional time PM incurs as a result of rescheduling its work. These fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

- 9. Audit Adjustments** – PM will recommend adjustments to City of Swartz Creek's accounting records that PM believes are appropriate. City of Swartz Creek management is responsible for adjusting City of Swartz Creek accounting records and financial statements to correct material misstatements and for affirming to PM in writing that the effects of any unrecorded adjustments identified during PM's audit are immaterial, both individually and in the aggregate, to the City of Swartz Creek financial statements specified in this agreement.
- 10. Management Representations** – City of Swartz Creek is responsible for the financial statements being audited and the implicit and explicit representations and assertions regarding the recognition, measurement, presentation, and disclosure of information therein. During the course of the audit, PM will request information and explanations from City of Swartz Creek officers, management, and other personnel regarding accounting and financial matters, including information regarding internal controls, operations, future plans, and the nature and purpose of specific transactions. PM will also require that management make certain representations to PM in writing as a precondition to issuance of PM's report.

Professional Services Agreement – Audit Services

PM's audit procedures will be significantly affected by the representations and assertions PM receives from management and, accordingly, false representations could cause material error or fraud to go undetected by PM's procedures. Accordingly, City of Swartz Creek acknowledges and agrees that it will instruct each person providing information, explanations, or representations to an auditor to provide true and complete information, to the best of his or her knowledge and belief. It is also agreed that any deliberate misrepresentation by any director, officer, or member of management, or any other person acting under the direction thereof ("Client Personnel"), intended to influence, coerce, manipulate, or mislead PM in the conduct of its audit of the financial statements will be considered a material breach of this agreement. In addition, as a condition of its audit engagement, City of Swartz Creek agrees to indemnify and hold PM and its partners, affiliates, and employees harmless from any and all claims, including associated attorneys' fees and costs, based on PM's failure to detect material misstatements in City of Swartz Creek financial statements resulting in whole or in part from deliberate false or misleading representations, whether oral or written, made to PM by Client Personnel. This indemnity will be inoperative only if, and to the extent that, a court having competent jurisdiction has determined that PM failed to conduct its audit in accordance with generally accepted auditing standards and such failure resulted in PM not determining such misrepresentation by Client Personnel was false.

- 11. Use of Report** – PM's report on the financial statements must be associated only with the financial statements that were the subject of PM's audit engagement. City of Swartz Creek may make copies of the audit report, but only if the entire financial statements (including related footnotes and supplemental information, as appropriate) are reproduced and distributed with that report. City of Swartz Creek agrees not to reproduce or associate PM's audit report with any other financial statements, or portions thereof, that are not the subject of this engagement.

If PM's report on the financial statements being audited is to be published in any manner or if City of Swartz Creek intends to make reference to PM in a publication of any type, City of Swartz Creek agrees to submit proofs of the publication to PM for review prior to such publication and cooperate with PM in PM's performance of any additional audit procedures PM deems necessary in the circumstances, the nature and extent of which will be at PM's sole discretion. City of Swartz Creek acknowledges and agrees that additional fees for such work will be determined in accordance with the Fee Adjustments provision of this agreement. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on City of Swartz Creek's Internet website, City of Swartz Creek understands that electronic sites are a means to distribute information and, therefore, PM is not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

- 12. Securities Offerings** – PM's audit does not contemplate, and does not include, any services in connection with any offering of securities, whether registered or exempt from registration. In the event City of Swartz Creek elects to incorporate or make reference to PM's report in connection with any offering of debt or equity securities and request PM's consent to such incorporation or reference, City of Swartz Creek understands that PM must perform additional procedures, the nature and extent of which will be at PM's sole discretion, and agrees that additional fees for such work will be determined based on the actual time that PM staff expend at current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and that payment for all such additional fees will be made in accordance with the payment terms provided in this agreement.
- 13. Tax Return Preparation** – This engagement does not include preparation of any tax returns or filings. If City of Swartz Creek requires tax services, including tax consulting or preparation of tax returns, those services will be detailed in a separate engagement letter.
- 14. Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of City of Swartz Creek, including, but not limited to, information regarding trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to City of Swartz Creek, and PM will not use such information for any purpose other than its audit or disclose such information to any other person or entity without the prior written consent of City of Swartz Creek.

In the interest of facilitating PM's services to City of Swartz Creek, PM may communicate or exchange data by internet, e-mail, facsimile transmission, or other electronic method. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, City of Swartz Creek recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both City of Swartz Creek and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar

Professional Services Agreement – Audit Services

proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this agreement. In the event that a request for any confidential information or workpapers covered by this agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform City of Swartz Creek in a timely manner of such request and to cooperate with City of Swartz Creek should it attempt, at City of Swartz Creek's cost, to limit such access. This provision will survive the termination of this agreement. PM's efforts in complying with such requests will be deemed billable to City of Swartz Creek as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

Both City of Swartz Creek and PM acknowledge that upon completion of the audit PM is required to send an electronic copy of City of Swartz Creek's financial report, PM's official letter of comments and recommendations, and auditing procedures report directly to the State of Michigan pursuant to Michigan Department of Treasury Regulations. City of Swartz Creek authorizes and directs PM to provide such information and disclosure of such information shall not constitute a breach of the provisions of this agreement.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon City of Swartz Creek's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. City of Swartz Creek acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

15. Consent to Disclosures to Service Providers – In some circumstances, PM may use third-party service providers to assist with its services. In those circumstances, PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for City of Swartz Creek. In order to enable these service providers to assist PM in this capacity, City of Swartz Creek, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of City of Swartz Creek's information to such service providers to the extent such information is relevant to the services such third-party service providers may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this agreement. City of Swartz Creek's consent shall be continuing until the services provided for this engagement agreement are completed.

16. Fee Quotes – In any circumstance where PM has provided estimated fees, fixed fees, or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on information provided by City of Swartz Creek regarding the nature and condition of its accounting, financial, and tax records; the nature and character of transactions reflected in those records; and the design and operating effectiveness of its internal controls. City of Swartz Creek acknowledges that the following circumstances may result in an increase in fees:

- Failure by City of Swartz Creek to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
- Failure by City of Swartz Creek to complete the audit preparation work by the applicable due dates;
- Significant unanticipated or undisclosed transactions, audit issues, or other such unforeseeable circumstances;
- Delays by City of Swartz Creek causing scheduling changes or disruption of fieldwork;
- After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
- Issues with the prior audit firm, prior year account balances, or report disclosures that impact the current year engagement;
- An excessive number of audit adjustments.

PM will advise City of Swartz Creek in the event these circumstances occur, however it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

17. Payment Terms – PM's invoices for audit services are due when received. Other invoices are due upon receipt. In the event any of PM's invoices are not paid in accordance with the terms of this agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this

Professional Services Agreement – Audit Services

engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's audit work or issuance of PM's audit report upon resumption of PM's work. City of Swartz Creek agrees that in the event PM stops work or terminates this Agreement as a result of City of Swartz Creek's failure to pay fees on a timely basis for services rendered by PM as provided in this Agreement, or if PM terminates this Agreement for any other reason, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.

18. **Fee Adjustments** – Any fee adjustments for reasons described elsewhere in this agreement will be determined based on the actual time expended by PM staff at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and included as an adjustment to PM's invoices related to this engagement. City of Swartz Creek acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this agreement.
19. **Exclusion of Certain Damages** – In no event shall either party be liable to the other, whether a claim be in tort, contract, or otherwise, for any indirect, consequential, punitive, exemplary, lost profits, or similar damages in claims relating to PM's services provided under this engagement.
20. **Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving City of Swartz Creek but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, City of Swartz Creek agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
21. **Subsequent Discovery of Facts** – After the date of PM's report on the financial statements, PM has no obligation to make any further or continuing inquiry or perform any other auditing procedures with respect to the audited financial statements covered by PM's report, unless new information that may affect the report comes to PM's attention. If PM becomes aware of information that relates to these financial statements but was not known to PM at the date of its report, and that is of such a nature and from such a source that PM would have investigated it had it come to PM's attention during the course of the audit, PM will, as soon as practicable, undertake to determine whether the information is reliable and whether the facts existed at the date of PM's report. In this connection, PM will discuss the matter with City of Swartz Creek and request cooperation in whatever investigation and modification of the financial statements that may be necessary. Additional fees for such work will be determined based on the actual time that PM staff expend at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and City of Swartz Creek acknowledges and agrees that payment for all such additional fees will be made in accordance with the payment terms provided in this agreement.
22. **Termination of Engagement** – This agreement may be terminated by either party upon written notice. Upon notification of termination, PM's services will cease and PM's engagement will be deemed to have been completed. City of Swartz Creek will be obligated to compensate PM for all time expended and to reimburse PM for all out-of-pocket expenditures through the date of termination of this engagement.
23. **Entire Agreement** – This engagement agreement is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this agreement, signed by all of the parties.
24. **Severability** – If any provision of this engagement agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
25. **Force Majeure** – Neither party shall be deemed to be in breach of this engagement agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war or other violence, or epidemic (each individually a "Force Majeure Event"). City of Swartz Creek acknowledges and agrees that a Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
26. **Signatures** – Any electronic signature transmitted through DocuSign or manual signature on this engagement letter transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.
27. **Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and jurisdiction over any action to enforce this agreement, or any dispute arising from or relating to this agreement shall reside exclusively within the State of Michigan.

End of Professional Services Agreement – Audit Services



Plante & Moran, PLLC

Suite 360
4444 W. Bristol Road
Flint, MI 48507-3153
Tel: 810.767.5350
Fax: 810.767.8150
plantemoran.com

July 17, 2017

Mr. Adam Zettel, City Manager
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473-1377

Dear Mr. Zettel:

Thank you for your selection of Plante & Moran, PLLC to assist you. We are sending this letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, to confirm our understanding of the nature, limitations, and terms of the services we will provide to City of Swartz Creek.

Scope of Services

We will perform a performance audit of City of Swartz Creek's compliance with Public Act 51 of 1951, as amended ("Act 51") for the year ended June 30, 2017 as required by the Michigan Department of Transportation.

If you require any additional services, including auditing, accounting, consulting, or tax assistance, those services will be detailed in a separate engagement letter.

Timing of Services

We expect to perform fieldwork for this engagement at the same time we perform the financial statement audit.

Fees and Payment Terms

Our fee for this engagement will be based on the value of the services provided, which is primarily a function of the time that Plante Moran staff expends at our current hourly rates. We estimate that our fee for this engagement will range from \$3,000 to \$5,000.

Invoices for audit services will be rendered as services are provided. Invoices for other services and out-of-pocket costs will be rendered as services are provided and are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

Mr. Adam Zettel, City Manager
City of Swartz Creek

2

July 17, 2017

Thank you for the opportunity to serve you.

Very truly yours,

Plante & Moran, PLLC



Pamela L. Hill, CPA
Partner

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement, which set forth the entire agreement between City of Swartz Creek and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.

City of Swartz Creek

Mr. Adam Zettel

Date

City Manager

Title



Professional Services Agreement – Act 51 Performance Audit Addendum to Plante & Moran, PLLC Engagement Letter

This Professional Services Agreement is part of the engagement letter for Act 51 Performance Audit services dated July 17, 2017 between Plante & Moran, PLLC (referred to herein as “PM”) and City of Swartz Creek.

1. **Management Responsibilities** – City of Swartz Creek management is responsible for compliance with Act 51 of 1951, as amended, the proper recording of the related financial information and the completeness and accuracy of the information presented within the Act 51 report. Management is also responsible for the capability and integrity of City of Swartz Creek personnel responsible for City of Swartz Creek’s underlying accounting and financial records.

City of Swartz Creek personnel will provide PM, in a timely and orderly manner, with access to all information of which management is aware that is relevant to the Act 51 performance audit, such as records, documentation, and other matters and additional information that the auditor may request from management for the purpose of the audit. This includes providing assistance and information PM requests during the course of its performance audit, including retrieval of records and preparation of schedules and analyses of accounts. A written request for information to be provided will be submitted under separate cover and supplemented by additional written and oral requests as necessary during the course of PM’s audit. In addition, City of Swartz Creek will provide PM with all information in its possession that has a material impact on any material transaction and that information will be complete, truthful, and accurate. City of Swartz Creek will allow PM unrestricted access to personnel within City of Swartz Creek from whom PM determines it necessary to obtain audit evidence.

Management is responsible for making all management decisions and performing all management functions relating to compliance with Act 51 and the related financial information. City of Swartz Creek has designated Adam Zettel to oversee the services PM provides.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing PM about all known or suspected fraud affecting the City of Swartz Creek involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on compliance with Act 51. Management’s responsibilities include informing PM of its knowledge of any allegations of fraud or suspected fraud affecting the City of Swartz Creek received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

Management is responsible for establishing and maintaining effective internal control over compliance for Act 51 funding that provides reasonable assurance that the auditee is managing these funds in compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a material effect on Act 51 compliance.

2. **Objective of a Performance Audit** – The objective of PM’s performance audit is to determine whether City of Swartz Creek has administered its Act 51 funds in compliance with the requirements of PA 51 of 1951, as amended. PM offers no guarantee, express or implied, that its report will conclude that City of Swartz Creek administers its Act 51 funds in substantial compliance with Act 51, or that it will be able to determine whether City of Swartz Creek has administered its Act 51 funds in compliance with the requirements of PA 51 in the event that City of Swartz Creek’s internal controls or accounting and financial records prove to be unreliable or otherwise not auditable. If PM is unable to come to a conclusion about compliance or if PM discovers findings, PM will discuss the reasons with City of Swartz Creek management in advance of the issuance of its audit report. If, for any reason, PM is prevented from completing its performance audit, PM may terminate the engagement and decline to issue a report.
3. **Internal Controls** – City of Swartz Creek is responsible for the design, implementation, and maintenance of internal controls relevant to Act 51 compliance, including controls established for the purpose of preventing or detecting errors in financial reporting, preventing fraud or misappropriation of assets, and identifying and complying with applicable laws and regulations, and with the provisions of contracts and grant agreements. PM, in making its risk assessments, will consider internal control relevant to City of Swartz Creek’s compliance with Act 51 in order to design audit procedures that are appropriate in the circumstances. PM’s audit will not be designed to provide assurance on the design or operating effectiveness of City of Swartz Creek’s internal controls or to identify all conditions that represent significant deficiencies in those internal controls. PM will communicate all significant deficiencies and material weaknesses in internal controls relevant to the performance audit of compliance with Act 51, instances of fraud, or misappropriation of assets that come to PM’s attention.
4. **Audit Procedures and Limitations** – PM’s performance audit will be conducted in accordance with *Government Auditing Standards* (“GAGAS”), issued by the Comptroller General of the United States, and will include examination, on a test basis, of evidence supporting City of Swartz Creek compliance with Act 51. An audit in

Professional Services Agreement – Act 51 Performance Audit

accordance with GAGAS involves judgment about the number of transactions to be tested and the overall approach to testing in each area. As a result, PM's audit can only be designed to provide reasonable rather than absolute assurance that noncompliance is identified. In addition, an audit in accordance with GAGAS is not designed to detect errors or fraud that are immaterial to the audit objective. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected always exists, even in an audit properly planned and performed in accordance with GAGAS. In recognition of these limitations, City of Swartz Creek acknowledges that PM's audit cannot guarantee that all instances of noncompliance or fraud will be identified.

- 5. Government Auditing Standards** – Under *Government Auditing Standards*, PM will make some assessments of City of Swartz Creek's compliance with laws, regulations, and contract provisions specific to Act 51. While those assessments will not be sufficient to identify all noncompliance with applicable laws, regulations, and contract provisions, PM will communicate all noncompliance conditions that come to PM's attention.

In accordance with *Government Auditing Standards*, a copy of PM's most recent peer review report is included as an attachment to this agreement.

- 6. Auditor Communications** – PM is obligated to communicate certain matters related to the audit to those responsible for governance of City of Swartz Creek, including instances of error or fraud, significant deficiencies and material weaknesses in internal control, and/or instances of noncompliance that PM identifies during its performance audit. PM will communicate these matters to the members of City of Swartz Creek's governing board, and City of Swartz Creek acknowledges and agrees that communication in this manner is sufficient for City of Swartz Creek's purposes. Under *Government Auditing Standards* PM is obligated to communicate instances of fraud, noncompliance or abuse that is material to the audit objective to those responsible for governance of City of Swartz Creek. In certain situations, *Government Auditing Standards* require disclosure of instances of known or likely fraud, noncompliance, or abuse directly to applicable governmental agencies. If such acts are detected during PM's audit, PM will make required disclosures regarding these acts to applicable government agencies.

- 7. Accounting and Financial Records** – City of Swartz Creek agrees that it is responsible for providing PM with accounting and financial records that are closed, complete, accurate, and in conformity with the requirements of Act 51 of 1951, as amended, for providing schedules and analyses of accounts that PM requests, and for making all City of Swartz Creek financial records and related information available to PM for purposes of PM's audit. Where PM has provided estimates of the timing of its work and completion of PM's engagement and issuance of PM's report, those estimates are dependent on City of Swartz Creek providing PM with all such accounting and financial records, schedules, and analyses on the date PM's work commences. PM will assess the condition of City of Swartz Creek's accounting and financial records, schedules, and analyses of accounts prior to commencing its work. In the event that such records, schedules, and analyses are not closed, complete, or accurate, PM may have to reschedule its work, including the dates on which PM expects to complete its on-site procedures and issue its audit report.

In any circumstance where PM's work is rescheduled due to City of Swartz Creek's failure to provide information as described in the preceding paragraph, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of the audit work or issuance of its audit report. Because rescheduling audit work imposes additional costs on PM, in any circumstance where PM has provided estimated fees, those estimated fees may be adjusted for the additional time PM incurs as a result of rescheduling its work. These fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

- 8. Management Representations** – City of Swartz Creek is responsible for Act 51 compliance along with the related financial information being audited and the implicit and explicit representations and assertions regarding compliance, and the recognition, measurement, presentation, and disclosure of information therein. During the course of the audit, PM will request information and explanations from City of Swartz Creek officers, management, and other personnel regarding accounting and financial matters, including information regarding internal controls, operations, future plans, and the nature and purpose of specific transactions. PM will also require that management make certain representations to PM in writing as a precondition to issuance of PM's report.

PM's audit procedures will be significantly affected by the representations and assertions PM receives from management and, accordingly, false representations could cause material error, noncompliance or fraud to go undetected by PM's procedures. Accordingly, City of Swartz Creek acknowledges and agrees that it will instruct each person providing information, explanations, or representations to an auditor to provide true and complete information, to the best of his or her knowledge and belief. It is also agreed that any deliberate misrepresentation by any director, officer, or member of management, or any other person acting under the direction thereof ("Client Personnel"), intended to influence, coerce, manipulate, or mislead PM in the conduct of its audit of the financial information will be considered a material breach of this agreement. In addition, as a condition of its audit engagement, City of Swartz Creek agrees to indemnify and hold PM and its partners, affiliates, and employees

Professional Services Agreement – Act 51 Performance Audit

harmless from any and all claims, including associated attorneys' fees and costs, based on PM's failure to detect material misstatements in City of Swartz Creek financial information or noncompliance resulting in whole or in part from deliberate false or misleading representations, whether oral or written, made to PM by Client Personnel. This indemnity will be inoperative only if, and to the extent that, a court having competent jurisdiction has determined that PM failed to conduct its audit in accordance with GAGAS and such failure resulted in PM not determining such misrepresentation by Client Personnel was false.

9. **Use of Report** – PM's performance audit report is limited only to Act 51 compliance. This report is intended only for the information and use of management, the governing body, others within the entity, and the State of Michigan Department of Transportation and is not intended to be and should not be used by anyone other than these specified parties. City of Swartz Creek agrees not to reproduce or associate PM's audit report with any other report or financial statements, or portions thereof, that are not the subject of this engagement.
10. **Tax Return Preparation** – This engagement does not include preparation of any tax returns or filings. If City of Swartz Creek requires tax services, including tax consulting or preparation of tax returns, those services will be detailed in a separate engagement letter.
11. **Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of City of Swartz Creek, including, but not limited to, information regarding trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to City of Swartz Creek, and PM will not use such information for any purpose other than its audit or disclose such information to any other person or entity without the prior written consent of City of Swartz Creek.

In the interest of facilitating PM's services to City of Swartz Creek, PM may communicate or exchange data by internet, e-mail, facsimile transmission, or other electronic method. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, City of Swartz Creek recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both City of Swartz Creek and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this agreement. In the event that a request for any confidential information or workpapers covered by this agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform City of Swartz Creek in a timely manner of such request and to cooperate with City of Swartz Creek should it attempt, at City of Swartz Creek's cost, to limit such access. This provision will survive the termination of this agreement. PM's efforts in complying with such requests will be deemed billable to City of Swartz Creek as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

Both City of Swartz Creek and PM acknowledge that upon completion of the performance audit PM may be required to send an electronic copy of City of Swartz Creek's performance audit report directly to the State of Michigan pursuant to Michigan Department of Transportation Regulations. City of Swartz Creek authorizes and directs PM to provide such information and disclosure of such information shall not constitute a breach of the provisions of this agreement.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon City of Swartz Creek's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. City of Swartz Creek acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

12. **Consent to Disclosures to Service Providers** – In some circumstances, PM may use third-party service providers to assist with its services. In those circumstances, PM will require any such third-party service provider

Professional Services Agreement – Act 51 Performance Audit

to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for City of Swartz Creek. In order to enable these service providers to assist PM in this capacity, City of Swartz Creek, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of City of Swartz Creek's information to such service providers to the extent such information is relevant to the services such third-party service providers may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this agreement. City of Swartz Creek's consent shall be continuing until the services provided for this engagement agreement are completed.

13. Fee Quotes – In any circumstance where PM has provided estimated fees, fixed fees, or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on information provided by City of Swartz Creek regarding the nature and condition of its accounting, financial, and tax records; the nature and character of transactions reflected in those records; and the design and operating effectiveness of its internal controls. City of Swartz Creek acknowledges that the following circumstances may result in an increase in fees:

- Failure by City of Swartz Creek to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
- Failure by City of Swartz Creek to complete the audit preparation work by the applicable due dates;
- Significant unanticipated or undisclosed transactions, audit issues, or other such unforeseeable circumstances;
- Delays by City of Swartz Creek causing scheduling changes or disruption of fieldwork;
- After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit

PM will advise City of Swartz Creek in the event these circumstances occur, however it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

14. Payment Terms – PM's invoices for audit services are due when received. Other invoices are due upon receipt. In the event any of PM's invoices are not paid in accordance with the terms of this agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's audit work or issuance of PM's audit report upon resumption of PM's work. City of Swartz Creek agrees that in the event PM stops work or terminates this Agreement as a result of City of Swartz Creek's failure to pay fees on a timely basis for services rendered by PM as provided in this Agreement, or if PM terminates this Agreement for any other reason, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.

15. Fee Adjustments – Any fee adjustments for reasons described elsewhere in this agreement will be determined based on the actual time expended by PM staff at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and included as an adjustment to PM's invoices related to this engagement. City of Swartz Creek acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this agreement.

16. Exclusion of Certain Damages – In no event shall either party be liable to the other, whether a claim be in tort, contract, or otherwise, for any indirect, consequential, punitive, exemplary, lost profits, or similar damages in claims relating to PM's services provided under this engagement.

17. Receipt of Legal Process – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving City of Swartz Creek but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, City of Swartz Creek agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.

18. Subsequent Discovery of Facts – After the date of PM's report on the performance audit, PM has no obligation to make any further or continuing inquiry or perform any other auditing procedures with respect to the audited information covered by PM's report, unless new information that may affect the report comes to PM's attention. If PM becomes aware of information that relates to the audit objectives in our performance audit but was not known to PM at the date of its report, and that is of such a nature and from such a source that PM would have investigated it had it come to PM's attention during the course of the audit, PM will, as soon as practicable, undertake to determine whether the information is reliable and whether the facts existed at the date of PM's report. In this

Professional Services Agreement – Act 51 Performance Audit

connection, PM will discuss the matter with City of Swartz Creek and request cooperation in whatever investigation and modification of the audit report that may be necessary. Additional fees for such work will be determined based on the actual time that PM staff expend at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and City of Swartz Creek acknowledges and agrees that payment for all such additional fees will be made in accordance with the payment terms provided in this agreement.

- 19. Termination of Engagement** – This agreement may be terminated by either party upon written notice. Upon notification of termination, PM's services will cease and PM's engagement will be deemed to have been completed. City of Swartz Creek will be obligated to compensate PM for all time expended and to reimburse PM for all out-of-pocket expenditures through the date of termination of this engagement.
- 20. Entire Agreement** – This engagement agreement is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this agreement, signed by all of the parties.
- 21. Severability** – If any provision of this engagement agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
- 22. Force Majeure** – Neither party shall be deemed to be in breach of this engagement agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war or other violence, or epidemic (each individually a "Force Majeure Event"). City of Swartz Creek acknowledges and agrees that a Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
- 23. Signatures** – Any electronic signature transmitted through DocuSign or manual signature on this engagement letter transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.
- 24. Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and jurisdiction over any action to enforce this agreement, or any dispute arising from or relating to this agreement shall reside exclusively within the State of Michigan.

End of Professional Services Agreement – Act 51 Performance Audit



System Review Report

To the Partners of
Plante & Moran, PLLC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Plante & Moran, PLLC (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA, and examinations of service organizations [Service Organizations Control (SOC) 1 and SOC 2 engagements].

In our opinion, the system of quality control for the accounting and auditing practice of Plante & Moran, PLLC in effect for the year ended June 30, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Plante & Moran, PLLC has received a peer review rating of *pass*.

Postlethwaite & Netterville

Baton Rouge, Louisiana
November 18, 2016

REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK
PERIOD ENDING 06/30/2017

GL NUMBER	2016-17 AMENDED BUDGET	YTD BALANCE 06/30/2017	AVAILABLE BALANCE	% BDGT USED
Fund 101 - General Fund				
Fund 101 - General Fund:				
TOTAL REVENUES	2,527,581.79	2,408,992.35	118,589.44	95.31
TOTAL EXPENDITURES	2,303,214.39	2,311,151.61	(7,937.22)	100.34
NET OF REVENUES & EXPENDITURES	224,367.40	97,840.74	126,526.66	43.61
Fund 202 - Major Street Fund				
Fund 202 - Major Street Fund:				
TOTAL REVENUES	429,687.32	371,069.67	58,617.65	86.36
TOTAL EXPENDITURES	624,258.61	570,088.08	54,170.53	91.32
NET OF REVENUES & EXPENDITURES	(194,571.29)	(199,018.41)	4,447.12	102.29
Fund 203 - Local Street Fund				
Fund 203 - Local Street Fund:				
TOTAL REVENUES	2,406,403.36	2,390,115.99	16,287.37	99.32
TOTAL EXPENDITURES	673,550.90	346,752.37	326,798.53	51.48
NET OF REVENUES & EXPENDITURES	1,732,852.46	2,043,363.62	(310,511.16)	117.92
Fund 204 - MUNICIPAL STREET FUND				
Fund 204 - MUNICIPAL STREET FUND:				
TOTAL REVENUES	2,105,738.14	2,107,271.63	(1,533.49)	100.07
TOTAL EXPENDITURES	2,086,157.00	2,086,157.00	0.00	100.00
NET OF REVENUES & EXPENDITURES	19,581.14	21,114.63	(1,533.49)	107.83
Fund 226 - Garbage Fund				
Fund 226 - Garbage Fund:				
TOTAL REVENUES	374,592.53	370,681.08	3,911.45	98.96
TOTAL EXPENDITURES	393,820.85	367,251.88	26,568.97	93.25
NET OF REVENUES & EXPENDITURES	(19,228.32)	3,429.20	(22,657.52)	17.83
Fund 248 - Downtown Development Fund				
Fund 248 - Downtown Development Fund:				
TOTAL REVENUES	64,706.09	65,707.70	(1,001.61)	101.55
TOTAL EXPENDITURES	34,581.91	24,070.98	10,510.93	69.61
NET OF REVENUES & EXPENDITURES	30,124.18	41,636.72	(11,512.54)	138.22
Fund 265 - Drug Enforcement Fund				
Fund 265 - Drug Enforcement Fund:				
TOTAL REVENUES	5,999.48	5,999.48	0.00	100.00

GL NUMBER	2016-17 AMENDED BUDGET	YTD BALANCE 06/30/2017	AVAILABLE BALANCE	% BDGT USED
TOTAL EXPENDITURES	10,213.26	10,213.26	0.00	100.00
NET OF REVENUES & EXPENDITURES	(4,213.78)	(4,213.78)	0.00	100.00
Fund 350 - City Hall Debt Fund				
Fund 350 - City Hall Debt Fund:				
TOTAL REVENUES	98,514.50	98,514.47	0.03	100.00
TOTAL EXPENDITURES	97,655.00	97,655.00	0.00	100.00
NET OF REVENUES & EXPENDITURES	859.50	859.47	0.03	100.00
Fund 402 - Fire Equip Replacement Fund				
Fund 402 - Fire Equip Replacement Fund:				
TOTAL REVENUES	30,116.94	30,119.01	(2.07)	100.01
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES	30,116.94	30,119.01	(2.07)	100.01
Fund 590 - Water Supply Fund				
Fund 590 - Water Supply Fund:				
TOTAL REVENUES	2,156,329.77	2,206,619.96	(50,290.19)	102.33
TOTAL EXPENDITURES	2,844,430.02	2,672,646.65	171,783.37	93.96
NET OF REVENUES & EXPENDITURES	(688,100.25)	(466,026.69)	(222,073.56)	67.73
Fund 591 - Sanitary Sewer Fund				
Fund 591 - Sanitary Sewer Fund:				
TOTAL REVENUES	1,297,288.24	1,262,778.82	34,509.42	97.34
TOTAL EXPENDITURES	1,719,243.08	1,209,012.45	510,230.63	70.32
NET OF REVENUES & EXPENDITURES	(421,954.84)	53,766.37	(475,721.21)	12.74
Fund 661 - Motor Pool Fund				
Fund 661 - Motor Pool Fund:				
TOTAL REVENUES	218,711.76	183,899.95	34,811.81	84.08
TOTAL EXPENDITURES	171,739.09	162,726.12	9,012.97	94.75
NET OF REVENUES & EXPENDITURES	46,972.67	21,173.83	25,798.84	45.08
Fund 865 - Sidewalks				
Fund 865 - Sidewalks:				
TOTAL REVENUES	1,755.00	1,755.00	0.00	100.00
TOTAL EXPENDITURES	2,790.00	2,790.00	0.00	100.00
NET OF REVENUES & EXPENDITURES	(1,035.00)	(1,035.00)	0.00	100.00
Fund 866 - Weed Fund				
Fund 866 - Weed Fund:				
TOTAL REVENUES	6,300.00	6,760.00	(460.00)	107.30
TOTAL EXPENDITURES	1,670.00	2,085.00	(415.00)	124.85
NET OF REVENUES & EXPENDITURES	4,630.00	4,675.00	(45.00)	100.97

07/11/2017

CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 06/01/2017 - 06/30/2017

Highlighted amount is total for that vendor

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
06/01/2017	43580	ADAM ZETTEL	REIMB HOTEL MRWA CONF GRAND RAPIDS 5/24-	108.10
06/01/2017	43581	ARROW UNIFORM RENTAL	MATS, SUPPLIES	32.72
			UNIFORMS, MATS, SUPPLIES, ENV.	101.89
			UNIFORMS, MATS, SUPPLIES, ENV.	101.89
			MATS, SUPPLIES	32.72
				269.22
06/01/2017	43582	AT & T SERVICES INC	REFUND WIRELESS PMT MADE IN ERROR DEC 20	1,224.00
06/01/2017	43583	BIO-SERV CORPORATION	PEST CONTROL/PUBLIC SAFETY BLDG	53.00
06/01/2017	43584	C & H CONSTRUCTION CO INC	WATERMAIN REPAIR DAVAL/CHELMSFORD	2,943.50
06/01/2017	43585	COMCAST BUSINESS	5/26-6/25/17 CITY HALL	329.60
06/01/2017	43586	CONSUMERS ENERGY	3/4/-4/3/17 A 8301 CAPPY LN	356.47
			4/4-5/4/17 A 8301 CAPPY LN	445.61
				802.08
06/01/2017	43587	CONSUMERS ENERGY	STREET LIGHT PROJ WORCHESTER/CHESTERFIEL	54,815.00
06/01/2017	43588	DAVID KRUEGER	BOMB THREAT MGMT SEMINAR RPLC #42931	61.02
06/01/2017	43589	DONALD KORTH	BUILD & CONFIGURE NEW SERVER	1,500.00
			USB HARD DRIVES (2)-CASE-CAL LICENSE-1 Y	915.00
				2,415.00
06/01/2017	43590	DORNBOS SIGN & SAFETY INC	SIGNS	2,771.90
06/01/2017	43591	FERGUSON WATERWORKS #3386	CEDR (6)/R900 (6)/SEAL (50)/WSHR (50)/KI FS1 SS REP CLMP	1,087.84
				303.76
				1,391.60
06/01/2017	43592	GLS REGION V	TRAFFIC COUNTER 5/1-5/8/17	50.00
06/01/2017	43593	JAMES NOLEN	CE CAPPY LANE LIFT STATION	2,410.00
06/01/2017	43594	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	825.00
			MOW & TRIM CITY PROP/RESIDENTIAL (3)	995.00
				1,820.00
06/01/2017	43595	KLEE MFG & DIST	FLAGS (6)	332.40
06/01/2017	43596	LAUREN SIELSKI	ELMS PARK DEPOSIT REFUND 5/20/17 #1	100.00
06/01/2017	43597	MELISSA WRIGHT	UB REFUND FOR 8400 MILLER	188.28
06/01/2017	43598	MICHIGAN FLEET REPAIR COMPANY	REPAIR DUMP TRUCK	6,450.72
06/01/2017	43599	OFFICE DEPOT CREDIT PLAN	LABELER	29.99
			TAPE FOR LABELER	16.78
				46.77
06/01/2017	43600	RWS OF MID MICHIGAN	MAY 2017 FY17 GARBAGE/RECYCLING/YARD WAS	21,472.00
06/01/2017	43601	SALLY M ADAMS	JAN-JUNE 2017 RETIREE MEDICAL	1,584.00
06/01/2017	43602	WOODSIDE BUILDERS, INC.	BD PAYMENT REFUND 3346 HERITAGE	75.00
06/12/2017	43603	ALDRIDGE TRUCKING CO INC	SAND	383.93
06/12/2017	43604	AMANDA ZACEK	ELMS PARK DEPOSIT REFUND 6/3/17 #4	100.00
06/12/2017	43605	AMBER JOHNSON	ELMS PARK DEPOSIT REFUND 6/3/17 #3	100.00
06/12/2017	43606	ANNE M VANBELLE	DEPOSIT REFUND ELMS PARK 6/3/17 #1	100.00
06/12/2017	43607	ARROW UNIFORM RENTAL	MATS, SUPPLIES	32.72
			UNIFORMS, MATS, SUPPLIES, ENV.	101.89
				134.61
06/12/2017	43608	CARIE WELCH	UB REFUND FOR 9271 CEDAR CREEK	272.58

06/12/2017	43609	CITY OF SWARTZ CREEK	PETTY CASH REIMBURSEMENT	158.06
06/12/2017	43610	CONSUMERS ENERGY	5/1-5/31/17 SIRENS TRAFFIC LIGHTS 1997	26.74
06/12/2017	43611	CONSUMERS ENERGY	5/1-5/31/17 ELMS PARKING LOT AREA LIGHTS	28.51
06/12/2017	43612	CONSUMERS ENERGY	5/1-5/31/17 STREET LIGHTS 1294	4,974.15
06/12/2017	43613	CONSUMERS ENERGY	5/1-5/31/17 TRAFFIC LIGHTS 1781	403.43
06/12/2017	43614	CONSUMERS ENERGY	5/1-5/31/17 4524 MORRISH RD	43.43
06/12/2017	43615	CONSUMERS ENERGY	5/4-6/4/17 A 8095 CIVIC DR	767.15
06/12/2017	43616	CONSUMERS ENERGY	5/4-6/4/17 A 5121 MORRISH RD	661.68
06/12/2017	43617	CONSUMERS ENERGY	5/3-6/5/17 A 8100 CIVIC DR	1,013.93
06/12/2017	43618	CONSUMERS ENERGY	5/4-6/4/17 A 8083 CIVIC DR	558.65
06/12/2017	43619	CONSUMERS ENERGY	5/4-6/4/17 A 8011 MILLER RD	22.57
06/12/2017	43620	CONSUMERS ENERGY	5/4-6/4/17 A 5361 WINSHALL DR #2 RESTRMS	31.89
06/12/2017	43621	CONSUMERS ENERGY	5/4-6/4/17 A 9099 MILLER RD	34.50
06/12/2017	43622	CONSUMERS ENERGY	5/4-6/4/17 A 5361 WINSHALL DR 8369	24.07
06/12/2017	43623	CONSUMERS ENERGY	5/4-6/5/17 A 8301 CAPPY LN	282.57
06/12/2017	43624	CONSUMERS ENERGY	5/4-6/4/17 A 5257 WINSHALL DR	22.57
06/12/2017	43625	CONSUMERS ENERGY	5/4-6/4/17 A 8499 MILLER RD	24.62
06/12/2017	43626	CONSUMERS ENERGY	5/4-6/4/17 A 8059 FORTINO DR	64.50
06/12/2017	43627	CONSUMERS ENERGY	5/4-6/4/17 A 4510 MORRISH RD	31.72
06/12/2017	43628	DAWN ROBERTSON	ELMS PARK DEPOSIT REFUND 6/3/17 #2	100.00
06/12/2017	43629	FAMILY FARM AND HOME INC	MAY 2017	71.87
06/12/2017	43630	FIDELITY SECURITY LIFE INSUR/EYEMED	JUNE 2017 VISION RETIREES (6)	30.06
06/12/2017	43631	FLINT WELDING SUPPLY	FAX/CYLINDER COMPRESSED OXYGEN	5.00
06/12/2017	43632	GENESEE CTY DRAIN COMMISSIONER	NPDES PHASE II IMPL FEES	1,234.92
06/12/2017	43633	GILL ROYS HARDWARE	MAY 2017	1,093.69
			MAY 2017 DISCOUNT	(104.84)
				988.85
06/12/2017	43634	INTEGRITY BUSINESS SOLUTIONS	TRASH BAGS (4)	217.80
			CAN LINERS (4)	245.60
			FILE CABINET/ENVELOPES (2)/TONER 92)	1,160.07
				1,623.47
06/12/2017	43635	JAMES NOLEN	CONCRETE AT ELMS PARK	4,900.00
06/12/2017	43636	JAMS MEDIA LLC	5/11/17 BUDGET HEARING PUBLIC NOTICE	42.30
06/12/2017	43637	JEREMY J HART	FAX/SERVICE CALL DOORS FIRE HALL	95.00
06/12/2017	43638	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES/RESDNTL (2)	925.00
			MOW & TRIM CITY PROPERTIES/RESIDNTL (1)	865.00
				1,790.00
06/12/2017	43639	KCI	SUMMER 2017 TAX BILLS POSTAGE	627.62
06/12/2017	43640	L ZELLAR AND SONS EXCAVATING INC	5157 MORRISH RD ASBESTOS SURVEY	780.00
06/12/2017	43641	LEGACY ASSESSING SERVICES INC	JUNE 2017 FY17 ASSESSING SERVICES OCTOBE	2,466.25
06/12/2017	43642	MI MUNICIPAL WORKERS COMP FUND	7/1/17-7/1/18	8,112.00
06/12/2017	43643	MICHIGAN LUMBER CO	LUMBER	87.73
06/12/2017	43644	PATTI MURPHY	UB REFUND FOR 7241 MILLER RD	206.50
06/12/2017	43645	ROWE PROFESSIONAL SERVICES CO	DAVAL RECONSTRUCTION	12,336.00
			CONSTRUCTION ENGINEERING 2017 STREET PRO	14,392.00
				26,728.00
06/12/2017	43646	ROWE PROFESSIONAL SERVICES CO	WINCHESTER WOODS STORM WTR MNGMNT	682.50
06/12/2017	43647	SELF SERVE LUMBER CO.	LUMBER	137.88
06/12/2017	43648	SIMEN FIGURA & PARKER PLC	GENERAL/ORDIN	280.00
06/12/2017	43649	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	448.00
06/12/2017	43650	SUBURBAN AUTO SUPPLY	IGNITION COIL	18.29
06/12/2017	43651	SUPER FLITE OIL CO INC	MAY 2017 DPW	894.65
06/12/2017	43652	SWARTZ CREEK AREA SENIOR CITZ.	CDBG REIMB MAY 2017	1,121.45
			CDBG REIMB JUNE 2017	602.55
				1,724.00

06/12/2017	43653	TAYLOR CORPORATION	POSTERGUARD 1 YR	74.99
06/12/2017	43654	VERIZON WIRELESS	APRIL 2017 MONTHLY INVOICE	277.43
			MAY 2017 MONTHLY INVOICE	277.43
				554.86
06/22/2017	43655	ACE OUTDOOR SERVICES LLC	MULCH	105.50
06/22/2017	43656	ADS PLUS PRINTING LLC	2500 LOGO ENVELOPES	258.77
06/22/2017	43657	AL KALLAS HEATING & COOLING INC	REPLACED CONTACTOR	133.00
06/22/2017	43658	ALLIED RENT-ALL	ARROW BOARD (2)/TRENCH SHOVEL	884.27
06/22/2017	43659	AMANDA GRULKE	DEPOSIT REFUND 6/18/17 #1	100.00
06/22/2017	43660	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV	122.29
			MATS, SUPPLIES	32.72
			UNIFORMS, MATS, SUPPLIES, ENV	101.89
			MATS, SUPPLES	32.72
				289.62
06/22/2017	43661	BASIL AND CORALENE BLOSS	SUPP MED INS JULY 2016-JUNE 2017	4,236.24
06/22/2017	43662	BIO-SERV CORPORATION	PUBLIC SAFETY BUILDING-PEST CONTROL	53.00
06/22/2017	43663	BLUE CARE NETWORK-EAST MI	JULY 2017	4,136.91
06/22/2017	43664	BRENDA AUTEN	PARK REFUND 6/18/17 #4	100.00
06/22/2017	43665	CHARTER TOWNSHIP OF MUNDY	JOINT INSP & PERMIT FEES MARCH 2017	2,722.38
06/22/2017	43666	CHARTER TOWNSHIP OF MUNDY	JOINT INSP & PERMIT FEES APRIL 2017	3,750.30
06/22/2017	43667	CHARTER TOWNSHIP OF MUNDY	JOINT INSP & PERMIT FEES MAY 2017	3,612.54
06/22/2017	43668	COMCAST BUSINESS	6/26-7/25/17 CITY HALL	329.60
06/22/2017	43669	CONNIE BUECHE	30% OF PREMIUM MEDICAL REIMBURSE	962.82
			30% PREMIUM MEDICAL REIMBUR	690.89
			OVERPYAMENT BY COBRA	126.21
				1,779.92
06/22/2017	43670	CONSUMERS ENERGY	5/8-6/6/17 6425 MILLER PARK & RIDE	59.71
06/22/2017	43671	CONSUMERS ENERGY	5/8-6/6/17 4125 ELMS RD PAVILION 4437	27.50
06/22/2017	43672	CONSUMERS ENERGY	5/8-6/6/17 4125 ELMS RD 4353	50.39
06/22/2017	43673	D & G SIGNS LLC	DDA BANNER	185.63
06/22/2017	43674	DAVID KRUEGER	SMALL CITIES MEETING/DINNER	46.92
06/22/2017	43675	DEB KARSOE	PARK REFUND 6/11/17 #4	100.00
06/22/2017	43676	DELTA DENTAL PLAN	JULY 2017 DENTAL RETIRES (6)/TAX	349.09
06/22/2017	43677	DESMOND TOLBERT	PARK REFUND 6/17/17 #1	100.00
06/22/2017	43678	DONALD KORTH	UPDATE WORK STATIONS CITY HALL/POLICE/NE	400.00
			BUILD NEW EMAIL, WEB & FTP SERVER	1,500.00
			MOVE TREASURER&CLERKS COMPUTERS	100.00
				2,000.00
06/22/2017	43679	FERGUSON WATERWORKS #3386	10X15 REP CLMP (2)	360.76
06/22/2017	43680	FIRST ADVANTAGE OCCUP HEALTH SER CO	CLINIC COLLECTION/MILEAGE	131.70
06/22/2017	43681	GEN CTY ROAD COMMISSION	SIGNAL MORRISH/BRISTOL	17,191.63
06/22/2017	43682	GEN CTY ROAD COMMISSION	SIGNAL MILLER @ FAIRCHILD	176.46
06/22/2017	43683	GEN CTY ROAD COMMISSION	MAY 2017 S-MTCE & OPERATIONS	31.92
06/22/2017	43684	GEN CTY ROAD COMMISSION	FEB 2017 S-MTCE & OPERATIONS	61.56
06/22/2017	43685	GEN CTY ROAD COMMISSION	POST DELINEATOR 7'	90.62
06/22/2017	43686	GEN CTY ROAD COMMISSION	SIGN PURCHASE	55.81
06/22/2017	43687	GEN CTY ROAD COMMISSION	APRIL 2016 S.MTCE & OPERATIONS	10,591.95
06/22/2017	43688	GENESEE CTY DRAIN COMMISSIONER	WTR 4/26-5/31/17 2,371,088 CF	136,687.60
06/22/2017	43689	GFWC SWARTZ CREEK WOMENS CLUB	FLOWERS REIMB	277.98
06/22/2017	43690	GLAESER DAWES	STREET PROJECT AND WATER MAIN WORK	491,875.59
06/22/2017	43691	GUNTHERS LOCKSMITH SERVICE	OPEN HOUSE/KEY 5256 DON SHENK	80.00
06/22/2017	43692	HAVE TRACTOR WILL TRAVEL	FENCE AT DPW, WATER TOWER AND LIFT STATI	20,750.00
06/22/2017	43693	INTEGRITY BUSINESS SOLUTIONS	TONER, TONER, ADD CALC PAPER	398.25
			ELM PARK TRASH BAGS	105.78
				504.03

06/22/2017	43694	JOSE A MIRELES	MOW & TRIM CITY CITY PROP/RES&COMM(2)	925.00
06/22/2017	43695	KEIZER-MORRIS INTERNATIONAL INC	6.04 TON COLD PATCH	694.60
06/22/2017	43696	KIM DYKE	PARK REFUND 6/11/17 #1	100.00
06/22/2017	43697	KINGDOM HALL OF JEHOVAH WITNESS	PARK REFUND 6/11/17 #2	100.00
06/22/2017	43698	KRISTINA LUNA	PARK REFUND 6/17/17 #4	100.00
06/22/2017	43699	LEE PYLE	PARK REFUND 6/16/17 #2	100.00
06/22/2017	43700	LISA FAITH	PARK REFUND 6/10/17 #3	100.00
06/22/2017	43701	LISA KERLEY	PARK REFUND 6/10/17 #1	100.00
06/22/2017	43702	METRO POLICE AUTH OF GENESEE COUNTY	UD10 DALES FROM STATE OF MICH	11.00
06/22/2017	43703	MICHIGAN FENCE CO INC	6X8 STOCKADE SECTIONS	158.00
06/22/2017	43704	MR FRONTEND	REPAIR DUMP TRUCK	5,245.15
06/22/2017	43705	MRWA	MRWA DUES JULY 2017 - JUNE 2018	760.00
06/22/2017	43706	MUNICIPAL CODE CORP.	ANNL ADM FEE 6/1/17-5/31/18	275.00
06/22/2017	43707	RHYANNON BURNS	PARK REFUND 6/11/17 #2	100.00
06/22/2017	43708	ROCHELLE WILSON	PARK CANCELLATIONS 7/22/17 #2	200.00
06/22/2017	43709	SARA TEUBER	PARK REFUND 6/18/17 #2	100.00
06/22/2017	43710	SCANDIUM INC	NEC VT77LP/50024558 MOVIE PROJECTOR	131.25
06/22/2017	43711	SHAWN WHEELER	PARK REFUND 6/10/17 #2	100.00
06/22/2017	43712	SHERRY BAXTER	PARK REFUND 6/10/17 #4	100.00
06/22/2017	43713	SHIRT TRAVELER LLC	DPW SHIRTS	287.27
06/22/2017	43714	SPARTAN BARRICADING & TRAFFIC CONTR	BARRICADES	1,615.00
06/22/2017	43715	STATE OF MICHIGAN-DEPART. TREA	MARI-DAN 2016 TAX-IN-LIEU	12,655.77
06/22/2017	43716	SUBURBAN AUTO SUPPLY	CARB CLEAN	4.29
			PLUG WIRE	6.99
			HYD TRANS 303	39.99
			8G-10MJ (2), HOSE (3)	50.90
				102.17
06/22/2017	43717	SUSAN ARVOY	MILEGE/MEALS TO LASNING ADMIN ASSIT SEMI	62.48
06/22/2017	43718	SWANK MOTION PICTURE INC.	DVD ROGUE ONE MOVIE NIGHT	453.00
			DVD LEGO BATMAN MOVIE NIGHT 6/23/17	395.00
				848.00
06/22/2017	43719	SWARTZ CREEK AREA FIRE DEPT.	FIRE SERVICE 5/2017 (163.38)	2,475.16
06/22/2017	43720	SWARTZ CREEK SCHOOLS	10 CASES OF WHITE PAPER	231.20
06/22/2017	43721	THOMAS SVRCEK	FLOWERS	156.64
06/22/2017	43722	UNUM LIFE INSURANCE	JULY 2017 LIFE INS RETIREES (3)	32.76
06/22/2017	43723	WILLIAM HAMMEL	PARK REFUND 6/17/17 #2	100.00
06/29/2017	43724	THOMAS SVRCEK	REIMB PETRLM JELLY/BAND AID/REJUVNTN WIP	83.61
06/29/2017	43725	U. S. POST OFFICE	JULY 2017 UB BILLS POSTAGE	670.81
GEN TOTALS:				
Total of 146 Checks:				899,683.56
Less 0 Void Checks:				0.00
Total of 146 Disbursements:				899,683.56

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
PARK AND RECREATION ADVISORY BOARD
MINUTES OF REGULAR MEETING
July 12, 2017

Meeting called to order at 6:05 p.m. by James Barclay at the Paul D. Bueche Municipal Building.

Members Present: James Barclay, Ryan Bueche, Connie Eskew, Samantha Fountain, Rick Henry, & Joe Perreault.

Members Absent: Connie Eskew, Rae Lynn Hicks, & Trudy Plumb

Staff Present: Adam Zettel & Tom Svrcek

Others Present: Lania Roche, Greg Dawes, Curt Porath & Faye Porath, Julie & Jack Walker

APPROVAL OF AGENDA: Motion by Henry, to approve agenda of June 6, 2017, supported by Perreault.
Motion carried.

APPROVAL OF MINUTES: There was discussion concerning the validity of sections of the minutes that referred to the staging area in Winshall Park as it relates to the contractor's commitment to placing a barrier.

Motion by Barclay, to approve minutes of June 7, 2017, supported by Henry.

Voice Vote

Yes: Barclay, Henry, Perreault, Bueche, & Cummings

No: None

Abstain: Fountain

Motion carried.

MEETING OPEN TO THE PUBLIC: Julie and Jack Walker described their locally owned and operated playground equipment business. They wished to make the park board aware of their presence and to introduce themselves.

COMMUNICATIONS TO THE BOARD:

- A. June 7, 2017 Minutes
- B. Staff Letter

REPORTS:

- A. DPW REPORT: Mr. Svrcek reported that the Lion's Head fountain and new concrete was up in Elms Park and that crews were going to paint those floors. Tom also explained that he has posted signs prohibiting smoking and dogs at the Pajtas Amphitheater. It is understood that the Fine Arts Association accepted these postings, but they do not intend to enforce those rules directly. The flag at Winshall was discussed. Mr. Barclay indicated that the pole appears to have been properly adjusted. Mr. Svrcek said the repairs may not last. Mr. Zettel said that he has not heard from the American Legion about whether or not they would adopt the pole. Mr. Barclay said he had a donor lined up to contribute \$750 towards this asset. Mr.

Barclay recommended moving the My Can in Winshall about 20' to the south. Discussion ensued concerning the location. Staff indicated they had the ability to move it based upon a recommendation.

Motion by Henry, to postpone a recommendation on the My Can issue until the next meeting, supported by Bueche.

Voice Vote

Yes: Henry, Perreault, Fountain, Bueche, Cummings

No: Barclay

Motion carried.

The tot lot location in Elms is to be determined soon. Mr. Svrcek indicated he would meet with the engineer and Mr. Perreault to find a location that meets ADA guidelines and is otherwise not conflicting with drainage and other pieces of equipment. It is understood that a set of swings and some apparatus will be replaced.

BUSINESS:

- A. Winshall Staging Area: Mr. Barclay noted that there were no barriers in place to protect trees. This has resulted in further damage to a tree branch since the last meeting. Mr. Dawes indicated that he could install stakes with attached ribbon by the trees. Staff asked the park board about use of the park for staging beyond this year. Discussion ensued regarding the merits and drawbacks of multi-year staging.

Motion by Henry, to permit use of the south-west portion of Winshall Park for multi-year staging for the street projects conditioned upon final restoration, separation of the park from the staging area by a barrier, and marking of areas to protect trees, supported by Perreault.

Voice Vote

Yes: Perreault, Fountain, Bueche, Cummings, Barclay, Henry

No: None

Motion carried.

- B. Park Plan: Mr. Blake Strozier went over the park plan goals and action plan. Comments were received regarding the parks, including:
- a. Affirmation of trail priorities
 - b. Elimination of future pickle ball investments
 - c. Affirmation of dog park plan
 - d. Possibility for a ball diamond in the south-east corner of Elms Park
 - e. Possibility for developing regional partnerships with Genesee County, Swartz Creek Schools, Southern Lakes Authority, and others.
 - f. Consideration of repurposing Bicentennial Park for a new use
 - g. Forestry of Winshall Park
 - h. Repurposing of Winshall Park tennis courts
 - i. Addition of parking area where the current staging area is

- C. Projects: The pumpkin sale was cancelled. Mr. Bueche indicated he was moving along with plans for the slip and slide on August 5th. He requested some forms from staff (delivered). The Walkers indicated they could make their Octo-Pit available for no charge. Feather n Fin and other may also attend. Mr. Zettel said he would have the hotdog wagon onsite.

MEETING OPEN TO THE PUBLIC: Julie Walker shared some gazebo plans that could be appropriate for the downtown.

BOARD MEMBER COMMENTS: Mr. Perreault recommended wood guardrail be placed where bollards are currently.

ADJOURNMENT: Meeting adjourned at 8:03 p.m.

NEXT MEETING: August 2, 2017, 6:00 p.m. at the Paul D. Bueche Municipal Building.

Connie Eskew, Secretary