

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday, August 28, 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 August 14, 2017 MOTION Pg. 36
 - 4B. Closed Session Council Meeting of August 14, 2017 MOTION Sealed
5. **APPROVE AGENDA:**
 - 5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
 - 6A. City Manager's Report MOTION Pg. 2
 - 6B. Branding Survey Pg. 43
 - 6C. Pension Liability Excerpts Pg. 45
 - 6D. Trail Conceptual Draft Pg. 47
 - 6E. Plaza Policy Draft Pg. 50
 - 6F. Budget Report Pg. 53
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Housing Improvement Committee Authority & Appointments RESO Pg. 17
 - 8B. Pension Payment RESO Pg. 18
 - 8C. Assessing Services Agreement Renewal RESO Pg. 19
 - 8D. Trail Support RESO Pg. 34
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

Next Month Calendar

Planning Commission:	Tuesday, September 5, 2017, 7:00 p.m., PDBMB
Park Board:	Wednesday, September 6, 2017, 6:00 p.m., PDBMB
City Council:	Monday, September 11, 2017, 7:00 p.m., PDBMB
Downtown Development Authority:	Thursday, September 14, 2017, 6:00 p.m., PDBMB
Fire Board:	Monday, September 18, 2017, 6:00 p.m., Public Safety Building
Zoning Board of Appeals:	Wednesday, September 20, 2017, 6:00 p.m., PDBMB
City Council:	Monday, September 25, 2017, 7:00 p.m., PDBMB
Police Authority:	Wednesday, September 27, 2017, 10:00 a.m., PDBMB
Planning Commission:	Tuesday, October 3, 2017, 7:00 p.m., PDBMB
Park Board:	Wednesday, October 4, 2017, 6:00 p.m., PDBMB
City Council:	Monday, October 9, 2017, 7:00 p.m., PDBMB
Downtown Development Authority:	Thursday, October 12, 2017, 6:00 p.m., PDBMB
City Council:	Monday, October 23, 2017, 7:00 p.m., PDBMB
Police Authority:	Wednesday, October 25, 2017, 10:00 a.m., Mundy Township

City of Swartz Creek
CITY MANAGER'S REPORT
Regular Council Meeting of Monday, August 28, 2017 - 7:00 P.M.

TO: *Honorable Mayor, Mayor Pro-Tem & Council Members*
FROM: Adam Zettel, City Manager
DATE: August 23, 2017

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

✓ **MICHIGAN TAX TRIBUNAL APPEALS** *(Update)*

The golf appraisal is underway. The allocation of value between the city and Flint Township is as much an issue as the establishment of a total true cash value for the entire course. While all the road frontage, structures, and much acreage is in the city, there is more land area for the course in the township. This circumstance is problematic for us.

The Huizinga appeal petitions have been approved by the MTT but the city request for an extension has not. This means that the new, much decreased value claims by the owner have been accepted BUT the MTT refused to allow more time for the city to refute these values. This is the small office that opted to reduce the requested value by 50% just a few business days before valuations were due. At this point, all we can do is await the findings of the MTT based upon information already submitted.

✓ **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 work is behind us and road reconstruction is underway. Preventative maintenance projects involving chip seal and asphalt emulsion (slurry seal) were supposed to begin on July 25th. These processes are nearly complete, with the “cape seal” still needing to be applied to get that nice new road appearance.

We still await a meeting of the street committee. Once the engineer and contractors can communicate findings related to 2018 pricing, we will get a final recommendation on 2018 projects. This will also include a recommendation regarding bidding the projects or using the negotiated. I also expect them to debrief on forestry, decorative signs, and other contractor issues. This meeting 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 (No Change of Status)**

Based upon prior conversation, there are no immediate plans to alter utility rates based upon changes to the city’s water expenses to the county nor savings in the sewer fund. Staff will monitor operations of the water fund to ascertain how water loss efficiencies and increased rates will combine to impact finances.

Note that, according to the attached notice, our equivalent meter factor has been set at 35 instead of 25 as requested. However, this notice applies only to 2017. My understanding is that the peak usage from 2017 may result in 25 units beginning in 2018. I have a call into their office to affirm what is happening. If the 35 unit assignment stands, this will cost the city \$48,000 more each year, or about 3%.

The sewer rates are on hold pending an evaluation of the rehabilitation needs for the Winshall Drive sewer line. The current understanding is that there is a 5% operating surplus, however, rehabilitation needs may require these funds to remain on schedule for the 20 year plan.

- ✓ **WATER MAIN REPLACEMENT – PLAN COMPLIANCE** *(No Change of Status)*
Mapping of the water valves and mains is to be completed by Rowe Professional Services Company. This information will be used by staff to complete the water master plan and reliability study that the Michigan Department of Environmental Quality expects to have by January.

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.

The city is working with the county to abandon the Dye Road water main in the vicinity of the rail line. This line is prone to breaks, which can be very costly and dangerous near the rail spur. The intention would be to connect our customers to the other side of the street, onto the county line.

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.

- ✓ **WATER SYSTEM STATE REVIEW** *(Update)*
Michigan Department of Environmental Quality staff have performed an annual review of our operations. They are requiring some documentation and changes:
 1. We are required to have a 5 and 20 year capital improvement plan (see above).

2. The city must have a valve maintenance program that includes a general schedule for exercising valves. Staff will document our policy moving forward.
3. The city must supply our purchase contract with Genesee County for our water supply. This document shall be provided to the DEQ.
4. The city must provide a water main inventory (see above).
5. The city must provide an updated Emergency Response Plan. We have this on file and shall do so.

✓ **POLICE SERVICE (Update)**

Gaines Township is interested in services from the Metro PD. Officers are going to be cross-sworn soon. The authority board is very receptive of the idea. I too am optimistic and would like to see how bringing this entity into the fold may work. Gaines officials indicated they will study this over a period of about 18 months.

In other news, it was reported that the authority has spent 48% of their operating budget over a period of 54% of their fiscal budget year. This is good news. We were also informed that operations are smooth and the new building should be complete by October.

The city is finishing renovations on 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. The fire board was not able to thoroughly vet this at their meeting on August 21st.

✓ **HERITAGE VACANT LOTS (Update)**

The two units approved for sale have been sold.

The association requests 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 can be considered at any time. If the council opts to consider it sooner than later, I recommend the findings and decision extend to all applicable units.

I think this is a great plan. 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 (Update)**

A meeting was held on August 22nd and was well attended. Invitations were sent to all owners in Winchester Woods as noted in the previous meeting packet. The conversation was engaging and rational. However, not much consensus resulted. What I was able to take away from the conversation is that the woods area is an asset that most folks would rather see left intact. There was not much support for investing in improvements to make the lots usable for single family construction.

There was some support for area-wide and/or focused drainage improvements in the form of piping and ditching. I will look to create a survey instrument when things calm down in the fall that might better inform us of what people would like to see happen.

The previous report follows:

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.

✓ **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:



A follow up meeting on August 10th indicated that there are still concerns from property owners and business owners in the vicinity. The primary concern is the availability of parking during business hours

Before moving forward with design, the community must approve a concept. I am working with the business owners on a policy that should accommodate all needs. If agreeable, the concept can be pursued. I also expect a tweaking of design elements prior to a final recommendation and submission to the city council for affirmation of engineering and bidding. These design features (materials, colors, artwork, etc.) may coincide with the brand development.

The previous report follows:

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 or September 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 (Update)**

At the recommendation of the construction engineer, Glaeser Dawes' schedule for this work in the park is expected to begin in late August. This is a loss of about three weeks' time. The work should not have a large impact, but there will obviously be disruptions to traffic and some facilities as flatwork is installed.

✓ **TRAILS (Business Item)**

The Genesee County Metropolitan Planning Commission is interested in beginning communications and preliminary grant writing for Section 1 of the trail in the city and Flint Township. I have included a resolution of support for this endeavor in the packet. This is non-binding concerning the financial commitment and still enables changes to the design. However, the resolution would lead us down a path that acknowledges a

desire to construct and maintain a trail from Dye Road to Elms Park. I think this is the time to strike. The previous report follows:

We have some updated concepts from OHM that were presented 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. The plans appeared to be well received and are slated for inclusion in the draft park plan.

Concerning implementation, the idea is to combine a DNR Trust Fund Grant with an MDOT Transportation Alternatives grant to pay for 80%+ of phase one. This application would be a joint application with Flint Township (coordinated by the Genesee Metropolitan Planning Commission). The soonest that a combined grant award could be given at this point is October of 2018, with construction in 2019.

Below is the proposed breakdown and schedule as provided by Mr. Mauer of the Genesee County Metropolitan Planning Commission. Note that this is the Swartz Creek/Flint Township combined project, though about 80% will be city costs. The next step will be design engineering. As such, I have requested a proposal from OHM.

S. Dye Rd. / Miller Rd. Non-Motorized Path				
		Grant Request		Local Funds
		MDOT TAP	MDNR Trust Fund	
Construction (35% local match)	\$790,000	\$ 513,500		
			\$ 276,500	
Final Design (10%)	\$ 79,000		\$ 23,500	\$ 55,500
Final Engineering (15%)	\$ 118,500			\$ 118,500
Total	\$987,500	\$ 513,500	\$ 300,000	\$ 174,000
Tentative Schedule				
Sep-17	Inter-community project resolution			
	Letters of support			
	Trail maintenance agreement			
Oct-17	Draft MDOT application			
Nov-17	Submit application for 2019 MDOT TAP funds			
Dec-17	MDOT TAP Review Session			
Jan-18	Draft MDNR application			
Mar-18	Submit application to MDNR Trust fund			

✓ **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** *(No Change of Status)*

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.

A very basic conceptual ordinance was distributed to the planning commission prior to their regular meeting on August 1st. This ordinance provides for the growing, processing, testing, transportation, and provisioning licenses. Based upon the prior hearings, there did not appear to be a desire to allow provisioning uses at this time. However, I have been directed to craft a draft ordinance in the city’s format that accommodates the first four licenses as uses-as-of-right in industrial districts and for the provisioning center as a special land use in industrial/commercial districts. This is expected to be on the September 5, 2017 meeting agenda.

✓ **PENSION DEBT** *(Business Item)*

Mundy Township approved the full and immediate pay off of their pension debt at their regular board meeting on August 14th. This action is in line with the city’s intention regarding the transfer of employees and pension assets to the Metro Police Authority.

The liability in question relates to those debts determined and acknowledged to be owed by the city to employees for service prior to December 31, 2016. The understanding is that the Authority would not be responsible for these liabilities and the city and township would cover their respective debts. Per the 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.

The city could consider limited or phased payoff of this amount. The city could also consider borrowing. However, given the status of the city’s fund balance and the opportunity cost of not making full payment (which would be the accrued value of 7.75% annually), I recommend we do the same and make immediate payoff. Once completed, this will place the city in elite company in regards to most financial metrics.

If funds are needed for unforeseen or alternative purposes, borrowing would still remain a future option. To be clear, this payoff will reduce the city's fund balance in the general fund to about six months. This is in line with best practices, though it does reduce funds that would have otherwise been available for emergencies and other opportunities. Payoff will dramatically reduce the city's annual operating expenses relating to pensions.

✓ **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** *(No Change of Status)*

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. This has been drafted and made available for public comment, along with questionnaires. After public comment and further park board deliberation, we should have a revised plan, including the trail schematics, available this fall for review.

I have attached a copy of the survey. The web address for the online survey is: www.surveymonkey.com/r/swartzcreekrec

✓ **RADAR FEEDBACK SIGNS** *(No Change of Status)*

The police authority is looking to possess and operate these. This was discussed 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.

✓ **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, and I attended a follow up meeting on July 10th. The program should start soon and will be overseen by CE. The only item they asked us for at this point was information regarding city projects that participants could vote on for a donation by CE. I indicated that the trails, the Holland Drive project, and a renewable energy feature on public property/buildings could be options.

The previous report follows:

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** (*No Change of Status*)

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** (*Business Item*)

For the time being, the accepted course of action is to hold the Heritage property, pending use in accordance with the current development and sale process that the neighborhood association is coordinating with J.W. Morgan Inc.

I have 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.

Concerning the Don Shenk property, we have some appointments to make for a temporary committee that can function as a housing commission of sorts. I have also been looking for an architect that can create a biddable scope of work for improvements that reflects our level of investment (~\$90,000).

Once the committee convenes, the city can engage in whatever processes necessary to secure builders, a realtor, or other arrangements. Since profit is not an option, it can be assumed that no amount of investment will help or hurt the city financially unless we invest more than a sale can reasonably generate.

Reminder: 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** (*No Change of Status*)

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.

✓ **GOODALL ROAD WATERMAIN** (*No Change of Status*)

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.

✓ **5157 MORRISH ROAD DEMOLITION (Update)**

The award for the demolition of the house at 5157 Morrish Road, with the use of federal Community Development Block Grant Funds, has been made by the city. We now await a federal funds agreement from the Genesee County Metropolitan Planning Commission. Once this is complete, we can execute a local agreement and proceed with work.

✓ **FIRE DEPARTMENT (Update)**

The employment status of the fire chief was placed on the August 21 agenda in the form of a vote of confidence. This item was subsequently tabled until the September meeting. There is no question that the position of Clayton Township as it relates to the ongoing employment of Mr. Cole appears very doubtful. I do not believe the city or its representatives have much control over the situation given the circumstances, specifically the Fire Board composition and wording of the existing fire agreement.

The relationship between the City and Township is clearly stressed. The division at the fire board is extremely pronounced and negative by most accounts. I am not sure what the outcome of any employment discussions might be. However, I will continue to speak with Township representatives, including Mr. Chris Gehringer, about this matter and related fire department business.

Recent developments have limited progress on the budget, leased space expansion, and related equipment purchases. The current budget proposal indicates flat spending, with a very notable exception being the aforementioned equipment purchase.

I will keep the city council informed. As noted, I will do my best to maintain relationships with the two governments with the hope that board relations improve. The current happenings related to the chief certainly add strain and are representative of a number of communication and view differences. If city council members desire to discuss this matter in terms of policy, the interlocal agreement, or other forms of strategy, please let me know.

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

✓ **MONTHLY REPORTS (Update)**

The July budget report is included for reference.

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

✓ **PLANNING COMMISSION (Update)**

A site plan for Dort Federal Credit Union has been received. The location is the south Meijer out lot. This application includes a special land use for a drive through window/teller service and will be heard at the September 5th meeting. We also have an application for a KFC restaurant at the northwest corner of Miller and Elms. Though complete plans may not be ready in September, notice for a drive through special land use has been distributed for a hearing at the September 5th meeting.

There is also a site plan coming together for another phase in Springbrook East.

In addition, the commission discussed medical marihuana at their regular meeting on 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 focused on branding. Follow up with the Sunoco plan was also be on the agenda. I was out of town for this meeting.

The Family Movie Night series for 2017 has concluded. What a wet season!

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

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)**

Their meeting was held on August 2nd. The only matter not discussed elsewhere in the packet (park plan & trails), was the resolution of the My Can screen in Winshall Park. The 'My Can' issue was brought up and tabled in July. At the August meeting, it was decided to relocate it to a nearby location adjacent to the same parking lot.

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

The March Board of Review met on July 18, 2017. I believe they meet again for specific appeals in December.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **ASSESSING SERVICES (Business Item)**

Included with the agenda is the renewal of the city assessor's contract. The scope of work and other terms are as they have been in the past. Note that they have changed their name from Landmark Appraisal Co. to Legacy Assessing Services, Inc.

The agreement is inclusive of a 2% increase, from \$29,595.00 annually (monthly installments of \$2,466.25) to \$30,186.96 annually (\$2,515.58 monthly). This increase

reflects the same increases that were generally applied to other staff, effective July 1, 2017. Past practice has been that this contract reflects that increase.

I am very pleased with the performance and results experienced with Legacy, and I recommend we continue using their services for the next year.

Council Questions, Inquiries, Requests, Comments, and Notes

Small Cities Meeting: The Small Cities meeting is to be in Swartz Creek on September 6th, tentatively at JT's. The Metro Police Authority will be the program.

Double Poles: I still do not possess a practical solution for this. Myself and Tom Svrcek will look to make inquiries in the Michigan Public Service Commission for assistance.

Closed Session Minutes: The closed session minutes will be sealed and circulated to council members, with a resolution to approve them on the agenda. If anyone wishes to discuss the content of the minutes prior to voting, I suggest that person move that we enter into another closed session to do so.

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, August 28, 2017, 7:00 P.M.**

Resolution No. 170828-4A MINUTES – August 14, 2017

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, August 14, 2017, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170828-4B MINUTES – Closed Session, August 14, 2017

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Closed Session Council Meeting held Monday, August 14, 2017, to be placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170828-5A 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 August 28, 2017, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170828-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of August 28, 2017, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170828-8A

**RESOLUTION TO APPROVE APPOINTMENTS TO A
TEMPORARY HOUSING COMMITTEE AND TO
AUTHORIZE LIMITED PROFESSIONAL SERVICES
RELATED TO THE SAME**

Motion by Councilmember: _____

WHEREAS, under the General Operating Rules of the Council, the Mayor, with the advice and consent of Council, may appoint temporary committees whose membership may include persons not on Council; and

WHEREAS, such committees must be temporary in nature, have a specific purpose, and include a specific time frame for their activities; and

WHEREAS, the city has acquired a residential structure in the community that is in need of repairs and improvement; and

WHEREAS, the council desires to enable a committee of residents, councilmembers, and staff to further deliberate on the particulars relating to the residential improvements as it relates to the structure and the surrounding neighborhood; and

WHEREAS, the council finds that professional services may be needed to provide advice and to formalize specifications for the renovation of such structure.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek City Council hereby creates a temporary committee, to be referred to as the "Housing Improvement Committee," for the purpose of reviewing circumstances and making recommendations for the renovation of the structure on 5156 Don Shenk Drive.

BE IT FURTHER RESOLVED, the Housing Improvement Committee shall endeavor to deliver such findings at or before the regular meeting on September 25, 2017 and be subsequently dissolved unless otherwise engaged in further reviews at the direction of the city council.

BE IT FURTHER RESOLVED, the membership of the Housing Improvement Committee shall be composed of the following individuals:

Councilmember Pinkston
Matt Hart – Building Official
Adam Zettel – Staff Member (non-voting)
Tom Svrcek – Staff Member (non-voting)
Pat Williams – Resident

BE IT FURTHER RESOLVED, city staff, with the recommendation of the Committee, may spend up to \$1,500 for professional services related to this review on a qualified architect of their choosing.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170828-8B

RESOLUTION TO APPROVE ADDITIONAL PENSION PAYMENT TO MERS

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek (“City”) and Charter Township of Mundy (“Township”) transferred their respective police service, including employees, assets, enforcement authority, and related powers and responsibilities to the Metro Police Authority of Genesee County (“Authority”), effective at 12:00 a.m. on February 1, 2017; and

WHEREAS, the City and Township, at the time of transfer, had outstanding accrued pension liabilities for affected current retirees and active employees; and

WHEREAS, the Authority has combined the transferred workforce, as represented by the Police Officers Labor Council, into a single unit that offers the same pension plan for active employees and a hybrid retirement plan for future hires; and

WHEREAS, the City and Township, responding to the request of the retirement plan provider, the Municipal Employee Retirement System (“MERS”), guaranteed the existing retirement plan and the new hybrid plan; and

WHEREAS, the City acknowledges that it is solely responsible for accrued pension liabilities for affected retirees and employees of the city as of the transfer date, which is recognized by the City and Township for actuarial purposes as December 31, 2016; and

WHEREAS, the City received the Annual Actuarial Valuation Report for the City of Swartz Creek (2504), December 31, 2016, which indicates an unfunded accrued liability of \$665,914 for the Police Unit (FOP) as of December 31, 2016; and

WHEREAS, the City finds that this amount most accurately reflects the liabilities accrued by the City for police services conducted for the City and therefor represents the liability obligations that the City has to the Metro Police Authority of Genesee County; and

WHEREAS, the Township has resolved to pay their respective unfunded accrued liability for transferred units to the Authority, as indicated for the same Annual Actuarial Valuation Report for the Township of Mundy, December 31, 2016; and

WHEREAS, the Authority is expected to provide pensions, as outlined in the retirement agreements included in the City Council Packet of March 27, 2017; and

NOW, THEREFORE, BE IT RESOLVED that the City Council affirms that the recitals stated above are true and correct and are incorporated herein by reference.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council hereby directs the Treasurer to make an additional payment to MERS in the amount of \$665,914 from the city's general fund, said payment to be made in whole or in parts by October 31, 2017.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170828-8C

RESOLUTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH LEGACY ASSESSING SERVICES, INC.

Motion by Councilmember: _____

I Move the City of Swartz Creek approve an agreement with Legacy Assessing Services, Inc., of Fenton, Michigan, agreement as follows:

AGREEMENT FOR PROFESSIONAL ASSESSOR SERVICES

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

WHEREAS, the City desires to retain Legacy Assessing Services, Inc., as an independent contractor, to perform the duties as its certified assessor; and

WHEREAS, Legacy Assessing Services, Inc. has qualified personnel with the proper State CMAE certification to act in that capacity for and on behalf of the City; and

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

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

SECTION I: BASIC SERVICES OF LEGACY

Legacy Assessing Services, Inc. shall perform the following service for and on behalf of the City.

1.1 General Duties:

Legacy Assessing Services, Inc. shall be required to perform all duties of an assessor pursuant to City Charter, Michigan statutory and case law, Michigan State Tax Commission rules, regulations and policies, and all other rules and guidelines established for the proper performance of said position, as same may from time to time be amended, while this Agreement is in effect, and shall conduct and perform same in accordance with all applicable standards of professional conduct required of such Assessors. If material changes in the laws, statutes, rules, guidelines or City Charter during the term of this Agreement result in a substantial additional

work burden on Legacy Assessing Services, Inc., Legacy Assessing Services, Inc. and the City agree to enter into good faith negotiations regarding possible amendments to this Agreement. For purposes of this paragraph, the term "substantial additional work burden" shall be determined to exist by mutual agreement of Legacy Assessing Services, Inc. and the City. If they cannot agree as to whether a substantial additional work burden has been imposed upon Legacy Assessing Services, Inc., Legacy Assessing Services, Inc. and the City shall select a mutually agreeable mediator/arbitrator who shall facilitate the negotiations to assist the parties in reaching such a determination, and if an impasse is reached in such negotiations, shall make said determination. The determination of the mediator/arbitrator shall be final, however, said mediator/arbitrator shall not have authority to establish the amount of additional compensation, if any.

1.2 Office Hours:

During the term hereof, Legacy Assessing Services, Inc. shall maintain office hours at City Hall at the above address, as follows:

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

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

1.3 Public Relations/Customer Service:

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

1.4 New Construction/Loss Adjustment:

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

1.5 Economic Condition Factors (ECF):

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

1.6 "Proposal A" Requirements:

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

A. Approve or deny homestead and agricultural exemptions;

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

1.7 Assessment Roll Preparation and Records:

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

1.8 Reports:

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

1.9 Board of Review:

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

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

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

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

1.10 Sales and Appraisal Studies:

Legacy Assessing Services, Inc. shall prepare sales studies using available data, evaluate all equalization and/or appraisal studies, and respond as appropriate.

1.11 Forms:

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

1.12 Defense of Appeals:

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

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

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

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

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

1.13 Reappraisal Program:

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

1.14 Personal Property Statements, Canvas and Audits:

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

1.15 Equalization Increases:

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

1.16 Land Division Applications:

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

1.17 Assessor Certification:

Legacy Assessing Services, Inc. shall be, and maintain a minimum certification as a Level III Assessor, or STC reclassified equivalent) in the State of Michigan.

1.18 Transportation and Equipment:

Legacy Assessing Services, Inc. shall provide all necessary transportation and field equipment to perform the services and meet the requirements of this Agreement.

1.19 Indemnification/Employment:

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

1.20 Preparation of DDA and Reporting:

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

1.21 Assessor's Recommendations:

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

1.22 Security of Information:

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

1.23 Optional Services:

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

SECTION II: TERM OF AGREEMENT

2.1 Contract Period:

Legacy Assessing Services, Inc. shall commence performance of the services herein required on October 1, 2017. Unless sooner terminated, this Agreement shall, by its terms, expire September 30, 2018.

2.2 Mutual Right of Termination:

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

2.3 Termination for Cause or Breach:

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

2.4 Notice of Termination:

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

2.5 Amendment/Renegotiation:

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

If the Agreement is not reviewed or extended prior to its expiration date and the City desires to have Legacy Assessing Services, Inc. continue on a month-to-month basis, the fee will be that which existed for the final month of the original term, being September, 2018.

SECTION III: PAYMENT

3.1 Compensation for Basic Services:

During the term of this Agreement, the City agrees to pay to Legacy Assessing Services, Inc., for performance of the Basic Services set forth in Section I of this Agreement, an amount equal to \$30,186.96 yearly (twenty-nine

thousand, five hundred and ninety-five dollars). Legacy Assessing Services, Inc. shall invoice the City an amount equal to \$2,515.58 on a monthly basis, net due 20 days.

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

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

SECTION IV: CITY RESPONSIBILITIES

4.1 Basic Data:

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

4.2 Office Equipment:

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

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

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

4.3 Computer:

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

4.4 Map Maintenance/Tax Roll Printing:

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

4.5 Office Supplies:

The City shall provide Legacy Assessing Services, Inc. with office supplies, including computer paper, file folders, hanging folders, new State Tax Commission Assessor's Manual Volumes I and II, assessment notices

and forms, postage and such other supplies as shall be necessary for the performance of Assessor's responsibilities hereunder.

4.6 Existing ECF Areas:

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

4.7 Preparation of DDA and Reporting:

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

4.8 Legal Counsel:

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

SECTION V: RE-APPRAISAL, NON-BASIC SERVICES

5.1 Additional Services (Pricing/Reappraisal):

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

5.2 Implementation/Responsibility:

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

SECTION VI: MISCELLANEOUS PROVISIONS

6.1 Relationship Between City and Assessor:

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

6.2 Indemnification/Insurance:

Legacy Assessing Services, Inc. shall secure and maintain general liability and property damage, unemployment, errors and omissions, workers' disability compensation, automobile liability and any other insurance required by law for Legacy Assessing Services, Inc., or his/her employees, agents or officers as will protect him/her and the City from claims under the Worker's Compensation Acts and from claims for bodily injury, death or property damage that may arise from his/her negligence or that of his/her employees in the performance of services under this Agreement or failure to properly perform his/her duties as Assessor. Legacy Assessing Services, Inc. shall save the City harmless and indemnify the City from any claims for bodily injury, death or property damage that may arise due to his/her acts or negligence or that of his/her employees in the performance of services under this Agreement or that arise from error or omissions to properly perform duties as Legacy Assessing Services, Inc.. Legacy Assessing Services, Inc. shall, however, have no liability arising out of adjustments to assessments or other actions by Legacy Assessing Services, Inc., the City's Board of Review

and/or the Michigan Tax Tribunal if such adjustments or actions result from honest differences of opinion regarding the value of the subject property and if Legacy Assessing Services, Inc. established the assessment pursuant to professional assessment standards. Said policies shall be in such minimum amounts as shall from time to time be acceptable to the City or as set by the City.

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

6.3 Non-Assignability:

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

6.4 Professional Standards:

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

6.5 Ownership of Documents:

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

6.6 Validity:

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

6.7 Survival:

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

6.8 Controlling Law/Venue:

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

6.9 Authorization:

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

(Signature Page Follows)

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

CITY OF SWARTZ CREEK, MICHIGAN:

LEGACY ASSESSING SERVICES, INC.

By: _____
David A. Krueger, Mayor

By: _____
Heather MacDermaid, Partner

By: _____
Connie Eskew, City Clerk

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

CHAPTER 9. TAXATION*

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

Section 9.1. Power to tax--Tax limit.

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

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

Section 9.2. Subjects of taxation--Tax procedure.

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

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

Section 9.3. Exemptions.

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

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

Section 9.4. Tax day.

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

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

Section 9.5. Personal property--Jeopardy assessment.

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

conceals himself or his property; or does any other act tending to prejudice, or to render wholly or partly ineffectual the proceedings to collect such tax, he shall proceed to collect the same as a jeopardy assessment in the manner provided by law.

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

Section 9.6. Preparation of the assessment roll.

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

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

Section 9.7. Board of Review.

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

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

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

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

Section 9.8. Duties and functions of Board of Review.

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

Section 9.9. Meetings of Board of Review.

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

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

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

Section 9.10. Notice of meetings.

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

Section 9.11. Certification of roll.

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

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

Section 9.12. Validity of assessment roll.

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

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

Section 9.13. Clerk to certify levy.

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

Section 9.14. City tax roll.

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

Section 9.15. Taxes a debt and lien.

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

Section 9.16. Tax roll certified for collection.

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

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

Section 9.17. Tax payment date.

City Taxes shall be due and payable on July first of each year.

(Amended by electors 4-3-67)

Section 9.18. Taxes due--Notification thereof.

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

Section 9.19. Tax payment schedule.

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

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

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

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

Section 9.21. State, county and school taxes.

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

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

Section 9.22. Protection of city lien.

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

Section 9.23. Collection of delinquent taxes.

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

(1) The real property against which such taxes and charges are assessed shall be subject to disposition, sale, and redemption for the enforcement and collection of the tax lien against the same in the method and manner which may be provided by ordinance. The Council may provide by ordinance the procedure for the sale and

redemption of real property for such unpaid taxes and charges, together with fees, penalties, and interest, by judicial sale on petition filed in behalf of the city. Such procedure shall correspond substantially to the procedure provided by law for the sale by the State of tax delinquent real property and redemption therefrom, except that the acts performed by state and county officers shall be performed by appropriate city officers and that city tax sales shall be held not less than thirty nor more than ninety days prior to the date of corresponding tax sales under the general law.

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

Section 9.24. Disposition of real property held by city.

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

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

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 170828-8D

RESOLUTION TO SUPPORT TRAIL CONSTRUCTION AND MAINTENANCE

Motion by Councilmember: _____

WHEREAS, The City of Swartz Creek recognizes the value of non-motorized bicycle and pedestrian trails to the physical and mental wellbeing of the citizens of the City of Swartz Creek as well as to the economic growth potential of the region; and

WHEREAS, The extension of the regional trail network and trails connected to the Flint River Trail have been cited as a priority in the City of Swartz Creek's Parks and Recreation Master Plan based on considerable citizen's input; and

WHEREAS, The Genesee Valley Trail has been identified as a Top Priority Trail Project for Genesee County by the Genesee County Metropolitan Alliance and will become a premier trail connection between the Flint River Trail in Flint and Flint Township, as well as Swartz Creek; and

WHEREAS, The Michigan Department of Transportation – Transportation Alternatives Program has grant funds available for construction of said trails; and

WHEREAS, the Township of Flint intends to participate in the construction and maintenance of the portion of the trail within their jurisdiction; and

WHEREAS, the Michigan Department of Natural Resources also offers funds for the construction of trail; and

NOW, THEREFORE BE IT RESOLVED, that the City of Swartz Creek supports the application for funding from the Michigan Department of Transportation-Transportation Alternatives Program for the future construction of the Genesee Valley Trail from Dye Road in Flint Township westward through the City of Swartz Creek, with matching funds provided by the Michigan Department of Environmental Quality and the City of Swartz Creek.

BE IT FURTHER RESOLVED, that the City of Swartz Creek agrees to maintain the portions of the trail located within the City of Swartz Creek.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 08/14/2017**

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, Gilbert, Hicks, Krueger, Pinkston, Porath.

Councilmembers Absent: Florence.

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

Others Present: Lania Rocha, Steve Shumaker, Bob Plumb, Faye Porath, Tommy Butler, Boots Abrams, Roy Hodge, Suzette Hodge, Becca Bosas, Eddie Bosas.

ABSENCE OF COUNCILMEMBER FLORENCE

Resolution No. 170814-01

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Hicks

I Move the Swartz Creek City council excuse Councilmember Florence.

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

APPROVAL OF MINUTES

Resolution No. 170814-02

(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 July 24, 2017, to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 170814-03

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Agenda as, presented for the Regular Council Meeting of August 14, 2017, to be circulated and placed on file.

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

CITY MANAGER'S REPORT

Resolution No. 170814-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Porath

I Move the Swartz Creek City Council accept the City Manager's Report of August 14, 2017, including reports and communications, to be circulated and placed on file.

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

MEETING OPENED TO THE PUBLIC:

Suzette Hodge, owner of Goin Postal, voiced her concerns of the parking issues at the proposed site off Holland Dr.

Roy Hodge, owner of H&R Block, thinks including the existing lot by Assenmachers in with the new proposed parking lot will create the businesses customers parking issues. The existing parking lot belongs to the building and its tenants and he feels the new plan would jeopardize the building's customer parking.

COUNCIL BUSINESS:

RESOLUTION TO APPROVE CONDOMINIUM UNIT SALES IN HERITAGE VILLAGE

Resolution No. 170814-05

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Cramer

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

WHEREAS, the Swartz Creek City Council hereby approved 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, subject to a thirty day public inspection period of said instruments; and

WHEREAS, the required public inspection and review period has terminated, and no comments have been made verbally or in writing on this matter.

NOW, THEREFORE BE IT RESOLVED, that the city council affirms the sale via purchase agreement and quit claim deed of two units to J.W. Morgan Construction, LLC., under the terms and conditions set by resolution No. 170710-07.

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.

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

RESOLUTION TO APPROVE WOMEN'S CLUB CHRISTMAS ACTIVITIES

Resolution No. 170814-06

(Carried)

Motion by Mayor Pro Tem Pinkston
Second by Councilmember Cramer

WHEREAS, the Swartz Creek Area Fire Firefighters' Association holds an annual parade with related Christmas activities on the first Saturday of December; and

WHEREAS, the GFWC Swartz Creek Women's Club (Club) is a known charitable organization that is in good standing with the city; and

WHEREAS, Zoning Ordinance 20.01.G permits charitable entities to engage in festival activities with approval of the city council; and

WHEREAS, the Club has made a written request to hold festival related activities on public property, including city property, said activities to be held in conjunction with the annual parade on December 2, 2017 from 11:30 a.m. until 5:30 p.m.; and

WHEREAS, the City Council finds that the event is in the best interest of the public and the impact of the activities will not have an undue negative impact on services or facilities.

NOW, THEREFORE, BE IT RESOLVED, approve and authorize the Club request to use a portion of the city hall parking lot and facilities as noted in their request dated July 25, 2017, provided that insurance remains in effect and the activities are conducted with coordination of the city's Director of Public Services.

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

NO: None. Motion Declared Carried.

SUNOCO SITE REUSE

DISCUSSION

Adam Zettel, City Manager updated the council on DDA's last meeting. Nothing has been resolved or finalized. DDA's effort is to make downtown more desirable. Mr. Zettel recommends more time is needed to continue dialog and acceptance/support from business owners. Mr. Zettel commented prominent use of this lot should be parking.

RESOLUTION TO DEMOLITION OF A RESIDENTIAL STRUCTURE AT 5157 MORRISH ROAD USING CDBG FUNDS

Resolution No. 170814-07

(Carried)

Motion by Councilmember Porath
Second by Councilmember Cramer

WHEREAS, the City of Swartz Creek City Council receives an allocation of Community Development Block Grant Funds from Genesee County on a three year cycle; and

WHEREAS, such funds must be used in eligible low to moderate areas of the city for approved and eligible purposes or be a qualifying service, including demolition; and,

WHEREAS, the City possesses title to a residential property, 5157 Morrish Road, that requires demolition, which is another qualified expense of CDBG funds; and,

WHEREAS, the Swartz Creek City Council held a public hearings on October 10, 2016 & December 5, 2016 to hear public comment related to the use of such funds.

WHEREAS, the city council subsequently allocated \$12,000 to the demolition and abatement of the structure at 5157 Morrish Road; and

WHEREAS, sealed bids were solicited from the general public and Women and Minority Owned Businesses to demolish the structure in accordance with state, federal, and local standards; and

WHEREAS, sealed bids were opened on July 27, 2017, with the lowest bid being RBF Construction, Inc.; and

WHEREAS, after the checking of eligibility of the bidder, staff recommends approval of the low bid.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek hereby accepts the low bid from RBF Construction, Inc., and appropriates an amount not to exceed \$11,750 plus 10% contingency, funds to be allocated from 101 General Fund with re-imburement for said costs expected at a capped amount of \$12,000.

BE IT FURTHER RESOLVED the City of Swartz Creek hereby directs the city manager to execute necessary agreements and work orders, sufficient to engage and execute the services of RBF Construction, Inc. in accordance with the bid specifications and applicable regulatory compliance measures.

BE IT FURTHER RESOLVED the City of Swartz Creek hereby directs the city manager, clerk, and treasurer to sign any and all project documents related to the corresponding Community Development Block Grant Contract and oversight, including reimbursement and regulatory documents.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

5256 Don Shenk Reuse

Discussion

Adam Zettel, City Manager updated the council on the condition of the tax reverted property. He proposed two different plans for this property. We could put as much money as we can improving this property and sell it. We would select a committee to set a scope of work and level of material we want and then continue with bid request for work needed.

Another option would be to sell it in an auction style in its current condition with the understanding through a purchase agreement that the buyer would improve the property.

Mr. Zettel's preference would be to improve the property and sell it, but he requested council's input.

Council consensus is to go with option to improve property and putting together a committee for this renovation plan.

MEETING OPENED TO THE PUBLIC:

Boots Abrams, 5352 Greenleaf Dr., thanked the council for the approval of the Women's Club Christmas activity resolution.

Suzette Hodge, Goin Postal, commented on the branding of the city mentioned at the last DDA meeting.

Roy Hodge, H&R Block, commented about the parking issue and for the council to think of the future of the building and possible owners in the future.

CLOSED SESSION TO CONSIDER PROPERTY TRANSACTION/LEASE (ROLL CALL VOTE)

Resolution No. 170814-08

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Cramer

WHEREAS, the City of Swartz Creek has potential business concerning the transaction or lease of real property, and;

WHEREAS, the MCL 15.268(d) permits a governing body to enter a closed session to consider the purchase or lease of real property up to the time an option to purchase or lease that property is obtained.

NOW THEREFORE, BE IT RESOLVED the City of Swartz Creek City Council exit the regular session of the city council and enter into a closed session for the purpose of discussion related to the consideration of the purchase or lease of real property.

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

Closed Session 8:13 p.m. – 8:56 p.m.

REMARKS BY COUNCILMEMBERS:

Councilmember Porath commented all our boards/committees have always done the right things for this city.

Councilmember Cramer commented there has to be a compromise.

Councilmember Hicks reported that the slip n slide went good and wanted to thank the staff who helped. She also commented on the dust in the village due to the street construction.

Mayor Pro Tem Pinkston commented that the K9 fundraiser at Hank & Don's was a huge success raising \$5341.00.

Re Enter Closed Session

Resolution No. 170814-09

(Carried)

Motion by Councilmember Porath
Second by Councilmember Hicks

I Move the Swartz Creek City Council exit the regular session of the city council and reenter into a closed session for the purpose of discussion related to the consideration of the purchase or lease of real property.

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

Reenter Closed Session 9:04 p.m.-9:54 p.m.

ADJOURNMENT

Resolution No. 170814-10

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Porath

I Move the Swartz Creek City Council adjourn the regular meeting at 9:55 p.m.

Unanimous Voice Vote.

David A. Krueger, Mayor

Connie Eskew, City Clerk

WE NEED YOUR INPUT WITH OUR COMMUNITY BRANDING SURVEY!

Whether it is clear or not, communities compete for businesses, residents, and visitors. Increasingly, they are becoming much more intentional when it comes to defining themselves as they take steps to encourage community investment and reinvestment. Encouraging community development and investment may include many things, but they are almost always enhanced when a community has a strong “brand” and identity that is appealing, unique and authentic.

Swartz Creek residents and visitors are invited to take this quick survey to help identify the spirit and heart of Swartz Creek. The feedback you provide will help us more clearly identify Swartz Creek’s “brand elements” which will be communicated in an updated logo and tag line. Ultimately, this updated logo and tag line will be used in civic communications such as signage, web site, Facebook, etc. We hope this will more clearly communicate why Swartz Creek is a great place to live, work and invest in. Your answers to a few questions will help bring us closer to full understanding of how people view Swartz Creek and discover how best to communicate the essence of Swartz Creek.

This survey is available on the City Web Site (<http://www.cityofswartzcreek.org/>) between August 21, 2017 and September 8, 2017. A paper copy is also available at City Hall and the Library. Survey results will be made public after they are tabulated.

Survey

1). What is your age group?

Under 18	_____	34-44	_____	67-77	_____
19-22	_____	45-55	_____	78+	_____
23-33	_____	56-66	_____		

2.) If you are a resident, how many years?

Not a Resident	_____
Less than 5 years	_____
5 to 10 Years	_____
More than 10 years	_____

3). Please use three words to describe Swartz Creek.

4). Please list your three favorite places in Swartz Creek.

5.) Please list your three favorite things to do in Swartz Creek.

6.) Please list three top strengths to Swartz Creek.

7.) If you could create a motto/slogan/tagline for Swartz Creek, describe what would it be?

8.) What three mental images that come to mind when you think of Swartz Creek?

9.) What are the three most important historical features of Swartz Creek?

10.) Pretend your job is to sell Swartz Creek to someone who is not familiar with Swartz Creek. What do you say to encourage them to move their residence and/or business here?

11.) Thinking about the future, how would you like to see Swartz Creek portrayed in the next 10 years? What characteristics/icons/images would embody Swartz Creek's future?



Excerpt

MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM OF MICHIGAN
ANNUAL ACTUARIAL VALUATION REPORT DECEMBER 31, 2016
SWARTZ CREEK, CITY OF (2504)

Actuarial Accrued Liabilities and Valuation Assets As of December 31, 2016 Excerpt

Table 6

Division	Actuarial Accrued Liability	Valuation Assets ¹	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
01 - AFSCME				
Active Employees	\$ 772,821	\$ 797,526	103.2%	\$ (24,705)
Vested Former Employees	0	0	0.0%	0
Retirees And Beneficiaries	1,171,620	1,171,620	100.0%	0
Pending Refunds	0	0	0.0%	0
Total	\$ 1,944,441	\$ 1,969,146	101.3%	\$ (24,705)
02 - Pol FOP				
Active Employees	\$ 911,776	\$ 245,862	27.0%	\$ 665,914
Vested Former Employees	84,998	84,998	100.0%	0
Retirees And Beneficiaries	975,146	975,146	100.0%	0
Pending Refunds	2,257	2,257	100.0%	0
Total	\$ 1,974,177	\$ 1,308,263	66.3%	\$ 665,914
10 - Sprvsrs				
Active Employees	\$ 0	\$ 0	0.0%	\$ 0
Vested Former Employees	0	0	0.0%	0
Retirees And Beneficiaries	4,862,938	4,785,486	98.4%	77,452
Pending Refunds	0	0	0.0%	0
Total	\$ 4,862,938	\$ 4,785,486	98.4%	\$ 77,452
Total Municipality				
Active Employees	\$ 1,684,597	\$ 1,043,388	61.9%	\$ 641,209
Vested Former Employees	84,998	84,998	100.0%	0
Retirees and Beneficiaries	7,009,704	6,932,252	98.9%	77,452
Pending Refunds	2,257	2,257	100.0%	0
Total Participants	\$ 8,781,556	\$ 8,062,895	91.8%	\$ 718,661

¹ Includes both employer and employee assets.

Please see the Comments on Asset Smoothing in the Executive Summary of this report.

See Section 46 of the Plan Document for MERS Fiscal Responsibility policy, on the MERS website at:
<https://employerportal.mersofmich.com/SharePointFormsService/Default.aspx?Publication=MERSPlanDocument.pdf>.

CITY OF SWARTZ CREEK
DRAFT PLAZA RULES AND REGULATIONS

AUTHORITY. These rules are approved by the city council and enforceable pursuant to the provisions of the Code of Ordinances of the City of Swartz Creek, Michigan.

APPLICABILITY. These rules apply to City of Swartz Creek Plaza, located at 5012 Holland Drive.

1. **PARKING.** The plaza shall accommodate day and night parking in accordance with applicable laws when not otherwise designated for an authorized use. The maximum parking duration is 24 hours, with the expectation that vehicle owners/operators can be notified to relocate their vehicle for a reservation within a 24 hour period.
 - 1) No business or individual shall have an ongoing vested interest in the use of parking.
 - 2) Owners and/or operators of vehicles shall comply with city official and/or police officer instructions to relocate the vehicle at any time for any reason.
 - 3) No person shall park or store any motor vehicle during the hours the plaza is reserved or otherwise closed.
 - 4) Members of the police department are hereby authorized to remove any vehicles so parked or stored if notice was given 24 hours prior to said removal in the form of posting the site, official notice upon the vehicle, or recorded interaction with the owner/operator.
 - 5) It shall be unlawful for any person, whether a pedestrian or operating a motor vehicle, to fail to obey any such applicable traffic control sign, notice, signal, lane marking or other device, whether permanent or temporary, unless otherwise directed by a police officer or city personnel conducting city business.
2. **SMOKING.** Smoking, including (e-cig or e-cigarettes), personal vaporizers (PV) or electronic nicotine delivery systems (ENDS), is prohibited in the plaza.
3. **PROHIBITED USES AND ACTS.** No person shall engage in:
 - 1) *Injuring, removing property.* Willfully mark, deface, disfigure, cut, injure, tamper with, break, displace, or remove any buildings, cables, benches, tables, light poles, trees, public utilities or parts of appurtenances thereof, signs, notices or placards, whether temporary or permanent, monuments, flag poles, stakes, posts, fences or other boundary markers, or other structures or equipment, facilities or property or appurtenances whatsoever, either real or personal.
 - 2) *Fires.* No person shall kindle or build or cause to be kindled or built a fire in any park except in designated places. In those areas where fires are permissible, such fires must be contained in a receptacle designed for the purpose of holding a fire and must be attended at all times. No person shall set fire to trash, garbage or the contents of trash receptacles at any time.
 - 3) *Pets, animals.* No person shall bring in, cause, or allow any dog, cat or other pets or animals which she owns or has permission to control to be brought within the confines of any plaza unless such animal be attached to a leash not to exceed eight feet in length; such leash is to be of sufficient strength to hold such animal in constant check. Disposal of animal waste is required.
 - 4) *Hindering employees.* No person shall interfere with or in any manner hinder any employee of the city while engaged in constructing, maintaining, repairing or caring for plaza property.
 - 5) *Restricted sections of plaza.* No person shall enter upon any area of the plaza where persons are prohibited from going, as indicated by signs, notices or where secured by fences and gates.
 - 6) *Firearms, bow and arrows, fireworks and devices.* No person shall discharge a firearm or firework of any description while in or on plaza property, provided that such prohibition shall not apply to any peace officer while in the exercise of his official duties. No person shall shoot any arrow by the use of a bow, excepting in such areas as shall be specifically designated as areas for the use of bows and arrows. Crossbows, bolts, and similar weapons are also prohibited.
 - 7) *Peace, disorderly conduct.* No person shall make or excite any disturbance or contention on any public grounds. (No person shall use any indecent or obscene language).
 - 8) *Drunkenness, alcoholic liquors.* No person shall enter, be in or remain on public property while under the influence of intoxicants or under the influence of unlawful drugs or controlled substances. It shall be unlawful to bring into or use alcoholic liquors upon plaza property, unless part of an approved event.
 - 9) *Drinking fountains.* No person shall throw, discharge or otherwise place in the waters or any fountain, wash basin or toilets any substance, liquid or solid, which may result in water pollution or create a health hazard to the public.
 - 10) *Sleeping.* No person shall sleep, whether in a vehicle, trailer, tent, hammock or other manner, on public property.

- 11) *Dumping.* No person shall deposit any rubbish, garbage or refuse matter, break glass or bottles in or upon any part of the plaza other than such refuse accumulated from organized and acceptable activities within the plaza, and such refuse must be deposited in receptacles provided for that purpose.
 - 12) *Posted signs, rules and regulations.* No person shall willfully disregard posted signs which regulate the days, hours for various activities, or any other signs installed, posted or attached for control, maintenance, safety or any other purpose within the plaza.
 - 13) *Public meetings, parades.* No person, organization, club or group shall hold or participate in any parade, drill, exhibition, political meeting, religious meeting, concert, lecture or public entertainment of any kind within the plaza without the express consent and written approval of the city manager.
 - 14) *Advertisements.* No person shall post, stencil or otherwise affix any placard, advertisement or notice of any kind upon or to any public property.
 - 15) *Offering articles for sale.* No person shall carry on any trade or business or sell or display any goods, wares or merchandise in the plaza without permission from the city manager.
 - 16) *Inflatable play equipment.* Inflatable play equipment is prohibited unless arrangements are made in advance and a certificate of insurance from the party providing such equipment is filed with the city and includes a rider naming the city as an additionally insured party.
4. **POLICE AND EMPLOYEES.** No person shall resist any police officer or city employee exercising his duty within the plaza area, or fail or refuse to obey any lawful command of any such police officer or employee, or in any way interfere with, hinder or prevent any such police officer or employee from discharging her duty, or in any manner assist or give aid to any person in custody to escape or to attempt to escape from custody, or to rescue or attempt to rescue any person when in such custody.
5. **PLAZA RESERVATIONS.** Swartz Creek-based organizations (defined as non-profit organizations or institutions with a principle office or auxiliary presence within the Swartz Creek school district) may be permitted the use of the plaza, including control during hours the plaza is typically closed to the public, subject to the following conditions:
- 1) Use must be pre-approved by the city council.
 - 2) The organizations' use of the plaza area shall not violate any local or state law nor unreasonably interfere with the use and enjoyment of adjacent areas by others.
 - 3) The organizations shall hold the city harmless from liability for incidents arising out of the organizations' use of the plaza and shall provide evidence of insurance coverage.
 - 4) The city reserves the right to direct where organizations' activities conducted are conducted to minimize interference with the use of adjacent properties and businesses.
 - 5) Fees shall be set by resolution of the city council. Additional fees may be charged for services requested of the city and negotiated in advance, including use of barricades, additional utilities, port-a-johns, etc.
 - 6) In no case will use result in a charge for or prohibition on general access to the plaza by the public unless such charge is approved by the city council in advance.
 - 7) Reservations for this category can be granted by the city council beginning December 1 of the previous calendar year.
 - 8) Reservations that would result in occupancy of half or more of the plaza parking spaces (considering reserved spaces and customer spaces) during business hours (Monday-Friday 8am-6pm; Saturday 9am-4pm; Sunday 10am-2pm) must also be approved by the owner or representative of 8047 Miller Road.
 - 9) All permits shall require the permittee to clean up the plaza after activity has terminated. All applications for permits must give the name, address and phone number of the permittee or the person responsible for the necessary policing thereof.
 - 10) All persons shall honor any special permits issued by the city, for certain areas, days and times, to clubs, organizations, teams or any other groups, provided that such permit is on official forms when presented.
 - 11) Reservations will be given on a first come, first served basis beginning the first business day of each calendar year. Priority for use shall be given to organizations scheduling regular events (e.g. weekly markets) or annual events (e.g. bike races).
- 11) **VENDING.** Vending is permitted on a limited basis after application to the city manager and under the administrative rules that may be set by the city, including a background check and administrative fee.
- 12) **PUBLIC NOTICE.** The public shall be deemed to have been properly notified of the provisions of these rules and regulations upon their publication in a newspaper of general circulation in the city. Signs may be posted to insure substantial compliance with the provisions of these rules and regulations.

DRAFT

REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK
PERIOD ENDING 07/31/2017

GL NUMBER	2017-18 AMENDED BUDGET	YTD BALANCE 07/31/2017	AVAILABLE BALANCE	% BDGT USED
Fund 101 - General Fund				
Fund 101 - General Fund:				
TOTAL REVENUES	2,437,038.77	149,829.96	2,287,208.81	6.15
TOTAL EXPENDITURES	2,389,993.77	232,025.26	2,157,968.51	9.71
NET OF REVENUES & EXPENDITURES	47,045.00	(82,195.30)	129,240.30	174.72
Fund 202 - Major Street Fund				
Fund 202 - Major Street Fund:				
TOTAL REVENUES	410,200.00	(34,437.62)	444,637.62	8.40
TOTAL EXPENDITURES	660,525.56	11,310.55	649,215.01	1.71
NET OF REVENUES & EXPENDITURES	(250,325.56)	(45,748.17)	(204,577.39)	18.28
Fund 203 - Local Street Fund				
Fund 203 - Local Street Fund:				
TOTAL REVENUES	537,070.00	(10,867.45)	547,937.45	2.02
TOTAL EXPENDITURES	2,245,965.83	7,738.95	2,238,226.88	0.34
NET OF REVENUES & EXPENDITURES	(1,708,895.83)	(18,606.40)	(1,690,289.43)	1.09
Fund 204 - MUNICIPAL STREET FUND				
Fund 204 - MUNICIPAL STREET FUND:				
TOTAL REVENUES	610,535.00	52,645.22	557,889.78	8.62
TOTAL EXPENDITURES	560,516.66	320.84	560,195.82	0.06
NET OF REVENUES & EXPENDITURES	50,018.34	52,324.38	(2,306.04)	104.61
Fund 226 - Garbage Fund				
Fund 226 - Garbage Fund:				
TOTAL REVENUES	374,771.00	32,600.69	342,170.31	8.70
TOTAL EXPENDITURES	393,570.10	12,616.01	380,954.09	3.21
NET OF REVENUES & EXPENDITURES	(18,799.10)	19,984.68	(38,783.78)	106.31
Fund 248 - Downtown Development Fund				
Fund 248 - Downtown Development Fund:				
TOTAL REVENUES	62,050.00	1,003.01	61,046.99	1.62
TOTAL EXPENDITURES	122,570.00	1,241.52	121,328.48	1.01
NET OF REVENUES & EXPENDITURES	(60,520.00)	(238.51)	(60,281.49)	0.39
Fund 350 - City Hall Debt Fund				
Fund 350 - City Hall Debt Fund:				
TOTAL REVENUES	93,620.00	0.09	93,619.91	0.00

TOTAL EXPENDITURES	93,605.00	0.00	93,605.00	0.00
NET OF REVENUES & EXPENDITURES	15.00	0.09	14.91	0.60

Fund 402 - Fire Equip Replacement Fund

Fund 402 - Fire Equip Replacement Fund:

TOTAL REVENUES	30,070.00	2.15	30,067.85	0.01
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES	30,070.00	2.15	30,067.85	0.01

Fund 590 - Water Supply Fund

Fund 590 - Water Supply Fund:

TOTAL REVENUES	2,150,690.00	4,602.11	2,146,087.89	0.21
TOTAL EXPENDITURES	2,668,974.98	40,135.85	2,628,839.13	1.50
NET OF REVENUES & EXPENDITURES	(518,284.98)	(35,533.74)	(482,751.24)	6.86

Fund 591 - Sanitary Sewer Fund

Fund 591 - Sanitary Sewer Fund:

TOTAL REVENUES	1,291,120.00	4,873.24	1,286,246.76	0.38
TOTAL EXPENDITURES	1,422,277.32	21,449.04	1,400,828.28	1.51
NET OF REVENUES & EXPENDITURES	(131,157.32)	(16,575.80)	(114,581.52)	12.64

Fund 661 - Motor Pool Fund

Fund 661 - Motor Pool Fund:

TOTAL REVENUES	160,270.00	9,872.90	150,397.10	6.16
TOTAL EXPENDITURES	199,982.20	21,715.47	178,266.73	10.86
NET OF REVENUES & EXPENDITURES	(39,712.20)	(11,842.57)	(27,869.63)	29.82

Fund 865 - Sidewalks

Fund 865 - Sidewalks:

TOTAL REVENUES	1,820.00	0.00	1,820.00	0.00
TOTAL EXPENDITURES	3,200.00	0.00	3,200.00	0.00
NET OF REVENUES & EXPENDITURES	(1,380.00)	0.00	(1,380.00)	0.00

Fund 866 - Weed Fund

Fund 866 - Weed Fund:

TOTAL REVENUES	7,800.00	150.00	7,650.00	1.92
TOTAL EXPENDITURES	1,840.00	890.00	950.00	48.37
NET OF REVENUES & EXPENDITURES	5,960.00	(740.00)	6,700.00	12.42