

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday, September 10, 2018, 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 27, 2018 MOTION Pg. 34
 - 4B. Council Meeting of September 5, 2018 MOTION Pg. 41
5. **APPROVE AGENDA:**
 - 5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
 - 6A. City Manager's Report MOTION Pg. 3
 - 6B. 8002 Miller Road Commercial Lease Pg. 44
 - 6C. Monthly Reports Pg. 52
 - 6D. Burn Permit Request Pg. 75
 - 6E. OHM Water Engineering Letter Pg. 81
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. 8002 Miller Road Commercial Lease RESO Pg. 16
 - 8B. Assessing Contract RESO Pg. 16
 - 8C. Burn Permit Application RESO Pg. 32
 - 8D. OHM Water System Engineering Budget Amendment RESO Pg. 33
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

Next Month Calendar

Downtown Development Authority:	Thursday, September 13, 2018, 6:00 p.m., PDBMB
Fire Board:	Monday, September 17, 2018, 6:00 p.m., Public Safety Bldg
City Council:	Monday September 24, 2018, 7:00 p.m., PDBMB
Metro Police:	Wednesday, September 26, 2018, 10:00 a.m., Metro PD
Planning Commission:	Tuesday, October 2, 2018, 7:00 p.m., PDBMB
Park Board:	Wednesday, October 3, 2018, 5:30 p.m., PDBMB
City Council:	Monday, October 8, 2018, 7:00 p.m., PDBMB

City of Swartz Creek Mission Statement

The City shall provide a full range of public services in a professional and competent manner, assuring that the needs of our constituents are met in an effective and fiscally responsible manner, thus promoting a high standard of community life.

City of Swartz Creek Values

The City of Swartz Creek's Mission Statement is guided by a set of values which serve as a common operating basis for all City employees. These values provide a common understanding of responsibilities and expectations that enable the City to achieve its overall mission. The City's values are as follows:

Honesty, Integrity and Fairness

The City expects and values trust, openness, honesty and integrity in the words and actions of its employees. All employees, officials, and elected officials are expected to interact with each other openly and honestly and display ethical behavior while performing his/her job responsibilities. Administrators and department heads shall develop and cultivate a work environment in which employees feel valued and recognize that each individual is an integral component in accomplishing the mission of the City.

Fiscal Responsibility

Budget awareness is to be exercised on a continual basis. All employees are expected to be conscientious of and adhere to mandated budgets and spending plans.

Public Service

The goal of the City is to serve the public. This responsibility includes providing a wide range of services to the community in a timely and cost-effective manner.

Embrace Employee Diversity and Employee Contribution, Development and Safety

The City is an equal opportunity employer and encourages diversity in its work force, recognizing that each employee has unlimited potential to become a productive member of the City's team. Each employee will be treated with the level of respect that will allow that individual to achieve his/her full potential as a contributing member of the City staff. The City also strives to provide a safe and secure work environment that enables employees to function at his/her peak performance level. Professional growth opportunities, as well as teamwork, are promoted through the sharing of ideas and resources. Employees are recognized for his/her dedication and commitment to excellence.

Expect Excellence

The City values and expects excellence from all employees. Just "doing the job" is not enough; rather, it is expected that employees will consistently search for more effective ways of meeting the City's goals.

Respect the Dignity of Others

Employees shall be professional and show respect to each other and to the public.

Promote Protective Thinking and Innovative Suggestions

Employees shall take the responsibility to look for and advocate new ways of continuously improving the services offered by the City. It is expected that employees will perform to the best of his/her abilities and shall be responsible for his/her behavior and for fulfilling the professional commitments they make. Administrators and department heads shall encourage proactive thinking and embrace innovative suggestions from employees.

City of Swartz Creek
CITY MANAGER'S REPORT
Regular Council Meeting of Monday, September 10, 2018 - 7:00 P.M.

TO: *Honorable Mayor, Mayor Pro-Tem & Council Members*
FROM: Adam Zettel, City Manager
DATE: September 5, 2018

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

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

The golf appraisal continues. They do not appear to be cooperating and are offering low values for a settlement. Our strategy is to continue with the appraisal, which has been funded and awarded. We feel we are in a good position.

The 2017 Huizinga appeal has a hearing date for November. The 2016 appeal for this office was very unusual in terms of value sought by petitioner and because of procedural abnormalities by the petitioner and MTT. These anomalies included a drastic change in the requested value days before the end of the discovery process. The MTT accepted this change but denied the city an extension to respond. Because of this, we are leery of entering into negotiations.

Heather recommends that we attempt an appraisal of this and another claim from this office park. Though the values are low, the integrity of the office valuation in the city is at stake. We are working with the professional service firm that was previously retained for other appraisal work to complete both appraisals. The cost will be \$4,500-\$5,000 for both appraisals.

✓ **STREETS** *(See Individual Category)*

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

We are moving forward with our project that was approved in this three year federal funding cycle. The next step is completion of preliminary engineering and design, with the intention of bidding Fairchild Street this coming winter for 2019 construction. A resolution approved in April to engage engineering through the state contract. This is a required state instrument that will enable design and bidding to occur, with 80% of the cost picked up by the MDOT. A resolution is included.

In speaking with the engineer, the city still has the ability to add a sidewalk to the east side of Fairchild. We were informed that the sidewalk would not be an eligible expense so could not get federal funds. However, if it was done at the same time, the city would need to pay 'prevailing wages', which would increase the cost substantially. As such, it was recommended that, should the city decide to add sidewalks, we do so at a later time with another project that is ongoing in the Village.

After this three year cycle is complete, 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.

✓ **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.

We await Consumers Energy installation of the new lights for Daval, as well as last year's projects. This is becoming an issue. We are planning for the third round of reconstruction and lighting and have yet to see the results of year one. Some residents are concerned that the juvenile property crime will increase with more and more streets without lighting. This certainly seems like a valid concern.

Consumers Energy has pulled permits for street light installation on last year's projects. The start date on the permit was May 12th, with completion in September.

Helmsley is now in the hopper for 2019 (excluding water main, which is newer). Design engineering is to be underway soon.

In other news, preventative maintenance for the following streets has been completed.

Jennie Lane (Bristol Road to Abbey Lane)
Miller Road (Dye Road to Morrish Road)
Parkridge Subdivision (All Streets)
Church Street (Morrish to Frederick)

As of writing, we expect the two downtown parking lots to be done in the next week or so.

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

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

Lining work is complete for Chelmsford and Valleyview Drives. Inspection of Winshall has also been completed. There were no unexpected abnormalities, work items, or damages reported. Mr. Svrcek will be debriefing with Liqui-Force and Rowe PSC about this project and future work soon.

We are also going to have camera footage of many Miller Road and downtown lines. This is being provided by Consumers Energy. They are performing the inspections because there is some concern that gas lines may have been bored through sewer lines during installation in the mid 90s.

This multi-year 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.

✓ **WATER MAIN REPLACEMENT (Business Item)**

It appears the city does qualify for grant funds! I previously included a preliminary recommendation letter that indicates the qualification for loan and grant funds. Based upon this notice, the city may be getting nearly 45% of the project funded by grants.

With the conditional letters acknowledged by the proper agencies, the engineer indicates that we are clear to proceed. We will be continually working on regulatory compliance related to the grant/loan, including legal & financial services, planning for cost apportionment, scheduling, and design engineering. However, we can proceed with engineering, with the understanding that we will be putting the project out to bid in 2019, with some components to be completed in 2020 and 2021.

The specific plan is to spend some fund balance to get the surveys and preliminary engineering out of the way. This will ensure we are within the project scope concerning costs, easements, and timelines. It will also help out with related street reconstruction surveys for streets such as Chelmsford and Oakview. The cost to do so is approximately \$360,000. This will be reimbursed by the USDA program, and we do have reserves to cover this amount. However, a formal resolution and budget amendment are required. The terms, conditions, scope, and cost for the professional services are a part of the regulated USDA application.

In addition, the Genesee County Drain Commission - Water and Waste Services Division has officially given the city notice of their intent to update the 2003 Water Master Plan. 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.

As observed with the break that was experienced on December 18th, additional feeds from other directions are essential for the west end of the county.

The city has been working with the county to abandon the Dye Road water main in the vicinity of the rail line. Note that we are holding this action pending the master plan review. 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. It appears the transition cost would be about \$25,000. We will work with the county on this matter and report back on our findings.

Lastly, the city should probably complete full demolition on the "Brown Road" site (the old well head) and sell this property. This is not a high priority, but it is now on our radar.

✓ **POLICE SERVICE** (*No Change of Status*)

Hiring of sergeants and another patrol officer is underway. The authority will be taking over the parking violations bureau as of October 1st. To increase the enforcement impact, the PD is requesting that the council consider increasing parking fines. This is part of the larger joint strategy to increase the attention on community policing elements of parking, code enforcement, blight, and traffic monitoring in the city.

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

The last of the lots acquired prior to the special assessment have been approved for sale. The city has two more lots that were acquired through the tax reversion process. If there is no objection, I will look to prepare instruments for the two units acquired in 2017 at new, negotiated pricing if requested by the buyer, JW Morgan, at some point in the future.

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

The next installment is September. Ideas?

✓ **HOLLAND SQUARE** *(No Change of Status)*

The city/DDA is proceeding with design of the streetscape and square features by the DDA, with the intention of bidding the project this winter and constructing improvements in 2019. A steering committee, similar to the street project review committee, is proposed to detail the improvements. The council will have the final say in design, award, and budget of this endeavor.

OHM Advisors is completing the design. Note that the professional service expenses will be covered by the DDA, with improvement costs to be spread among the DDA, city general fund, and the Exxon payment (now in the general fund). There is a total of \$200,000 in the DDA and city budgets for fiscal year 2019 that is related to this project. Estimates indicate the full scope of Phase I could be \$350,000, necessitating additional general fund dollars as an advance or contribution.

✓ **TRAILS** *(No Change of Status)*

The MDOT Enhancement application is submitted, and I am hearing positive feedback about our chances from the engineer! We hope this covers 65% of the investment. Work with Consumers Energy and CN Rail is positive for those project components that require their engagement. We are still working with the MTA and GM on some easements and permissions.

The DNR match portion for the remainder of the project has been submitted. This entails an application for the Department of Natural Resources Trust Fund Grant for construction. This grant can fund up to 50% of a project, up to \$300,000. We will be seeking an amount close to that to offset the 35% that the city must cover to match the Enhancement grant. I have met with DNR staff in Elms Park to go over their questions. I am hopeful for this award as well.

Note that that the city will still be heavily invested in this, even if both grants are awarded. Count on a general fund outlay of \$200,000 for all engineering, construction, and inspection services. This outlay will be required because the DNR requires that the city match 25% of the 'ask' from the DNR. So, the actual 'ask' will be 75% of what MDOT does not fund, leaving us with 25% of the DNR match of 35%.

Since this will get us close to the \$300,000 cap, we can expect to self-fund any overages, add-ons, and engineering that exceeds the limit. Again, the city WILL be using general fund dollars to make this connection happen.

The project timeline has changed based upon the engineer's recommendation in order to meet the DNR award schedule. We lose the 2018 construction season and have a new timeline as follows:

1. Plans and estimate complete March 15, 2019.
2. Grade Inspection package submitted March 29, 2019.
3. ROW certification March 29, 2019.
4. Matching funds certified March 29, 2019.
5. Project listed in approved TIP April 20, 2018- this date was not modified from the original application and I have a call into Jacob for verification.
6. Advertisement start date September 16, 2019.
7. Construction letting date November 4, 2019.
8. Construction start date January 20, 2020.
9. Construction end date September 21, 2020.

✓ **REDEVELOPMENT READY COMMUNITIES (*Business Item*)**

The first meeting of the Economic Development Strategy Committee was Tuesday, July 31st at 10am, at the Paul D. Bueche Municipal Building. It went well and was well attended with members of the educational, business, non-profit, and resident community. The consultant gave an overview of the community and objectives. The group then engaged in a productive SWOT (strengths, weaknesses, opportunities, threats) analysis. Results will follow, and we expect an objective action plan.

The planning commission is ready to move forward with implementing some changes to the zoning ordinance. This follows the zoning ordinance technical review that was done earlier this summer. The planning commission will look to proceed with some immediate zoning changes that are creating some noticeable barriers to mixed use buildings, outdoor dining/cafes, downtown signs/pickup windows, and similar restrictions. Lower priority changes are likely to follow.

A proposal from CIB Planning is approved to complete this work. They will have some changes in front of the planning commission for their regular meeting on October 2nd.

As we proceed, I ask council members and other officers of the city to make every effort to engage themselves in the economic development strategy process and to encourage the engagement of our affiliates, such as the chamber, senior center, schools, etc.

The following RRC components are also at the forefront of our improvement and certification efforts:

- Development review flowchart and checklist (**In Progress**)

- Integrated community development webpage for city/DDA processes and programs **(Complete)**
- Economic Development Strategy for the city and its partners (chamber of commerce, schools, etc.) **(In Progress)**
- Public participation plan and tracking methods **(In Progress)**
- Consolidated capital improvement plan (compiled list of street, water, sewer, park and other investment for the next six years) **(Complete)**

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

The logo/image has been selected, and the city also has adopted an official tagline: Where Friendships Last Forever. I am working with the webpage manager to revamp our online presence. Next steps will be to incorporate the image and tagline into standard media. There are also recommendations for additional investments such as downtown and community wayfinding signage and similar features.

Allow some time to make the transition on our official materials. Once the graphic artist creates various digital copies of the image in the proper formats, we should be able to convert our digital presence quickly. This will include social media, the webpage, & SeeClickFix. We will make new orders for letter head, business cards, and other forms of media as needed. I don't expect there is a need to waste existing paper.

The developing relationship with the Swartz Creek Area Chamber of Commerce and the Economic Development Steering Committee will help to operationalize this branding strategy across the community.

✓ **DOG PARK** *(No Change of Status)*

The slip and slide event was a big success. About \$1,200 was raised for the dog park. The scouts are still active in fundraising and plan to complete this. The city is assisting by leveling and increasing a grade where the dog park is proposed.

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

CE did a promotional event at Feather n Fin in August and is still drumming up support for their initiative. The webpage for this program is still up and running.

Part of the program includes a \$15,000 donation to one of two local projects. These projects include the future "Holland Square" and the trail system that is proposed. Obviously, these resources would be put to good use!

✓ **DURAND AREA INDUSTRY - PROJECT TIM** *(No Change of Status)*

There has been some positive chatter about the project in recent weeks. I can attest that many folks involved with the Shiawassee Economic Development Partnership and City of Durand were in Washington D.C. in June, apparently at the White House.

This project potential announcement and potential operation has political implications and drivers. It is clear to everyone that coal and steel production in the U.S. is a key objective of the current administration. Trade tariffs, incentives, and economic growth in the Midwest are all linked to these industries and are very dynamic. I will do my best to keep the council informed.

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

5157 Morrish Road has been sold. The vacant land on Wade Street has not been purchased, but the buyer says they will acquire it under approved terms.

✓ **8002 MILLER** *(Business Item)*

We now have a commercial lease for Laser's, using pre-existing terms and conditions. A template was used, and the city attorney has reviewed the instrument. The occupant is agreeable to terms. I recommend that we proceed immediately so there are no complications concerning occupancy without rights, expectations, and conditions. Note that the City Manager is able to engage in short term leases without city council approval. However, I would feel better if the city council reviewed this, since it is the first commercial lease we have done. This will not need to undergo public inspection due to the duration.

The architect has drafted floor plans and has consulted the city and occupant regarding the repair and upgrades desired to accommodate the existing user and to modernize the upstairs residential unit. We do not have specifications or a price scope yet. The city council will obviously need to approve any and all bids for contractual services related to the rehabilitation.

The previous report follows:

The city opted to acquire one property this year through the county tax reversion process. The property is 8002 Miller Road, the building that houses Lasers Flower shop downtown. We do not hold the deed yet, but I intend to work with the owner on a game plan for renovation and use. We will also need a temporary lease and a potential plan for building sale.

The plan that appears most agreeable is to lease the building at a market rate to the current occupant with the understanding that all collected revenues will be put toward operations, maintenance, and renovation of the building. Since the tenant is able and willing to work with us on its use, and they are a willing buyer, I will look to bring back a renovation plan, budget, and timeline for proceeding.

The building is two levels, with an apartment on the second floor. The condition of the building is fair and functional, but there are areas in which updates and upgrades are required.

Note that the flower shop is a tenant and this foreclosure in no way reflects the status or fiscal health of that business. They do have an interest in working with the city on the condition of the building. They also have an interest in potentially taking ownership prior to or after improvements.

✓ **DON SHENK HOME SALE** *(Update)*

A purchase agreement has been approved by the city council and is available for public inspection. The council will see this again for affirmation on October 8.

✓ **MILLER ROAD DRAIN** *(No Change of Status)*

The proposal for repair has been approved, and an agreement prepared. We await the contractor to establish a schedule. Unfortunately, the affected homeowner has passed recently. A family member will be coordinating with the city on repairs.

✓ **GROUNDWATER WITHDRAWAL ORDINANCE** (*No Change of Status*)

The groundwater withdrawal ordinance for the Holland Square project is in the final phase. As noted previously, the practical impact of this is small, since wells are no longer permitted in the city and there are no known 'grandfathered' wells in the impacted area.

The council held a public hearing at our meeting on April 23rd. ExxonMobil, the Michigan DEQ, and other representatives will now be reaching out to property owners to research if there are any well impacts. Once this is done, we should be able to proceed with the ordinance. Representatives of Exxon indicated a fall timeline for approval.

✓ **CGI PROMOTIONAL VIDEO** (*Update*)

They are done! We will have them on the webpage soon.

✓ **SCHOOL FACILITY PROPOSAL** (*No Change of Status*)

There is a ballot initiative now for the Swartz Creek Community Schools. They are seeking 3.9 mils in the November general election for facility improvements. From the July 26th edition of the Swartz Creek View News:

If approved, the millage would cost the owner of a home worth \$120,000 less than \$237 per year for 28 years.

Although the request specifies 3.9 mils, the average annual millage is expected to be 3.45 mils as property values increase, according to Superintendent Ben Mainka.

Historical evidence from surrounding districts suggests property values rise significantly when communities invest in school facilities, he said.

District voters have not approved a school bond since 1970, Mainka said.

In 2007, the district proposed two millage questions, asking to raise about \$90 million to build a new high school and auditorium, and to expand and improve other facilities. Voters rejected both.

In 2003, the district sought about \$60 million for a new high school. That request also failed.

Voters have, however, renewed the sinking fund levy, most recently in 2010 when they approved 1.8059 mils for 20 years. The fund pays for the Performing Arts Center and the Cage Community Center, as well as building maintenance.

Last week, the school board approved "very specific" ballot language, Mainka said. The language offers details on how the district is allowed to spend the money.

The school board has previously said about 39 percent of the funds will go for safety and security, which will include secure entries at all buildings, cameras, locking devices, fire safety and parking lot safety.

About 27 percent has been earmarked for code compliance and efficiency, including restroom and entrance upgrades, energy-efficient windows and lighting, roof repairs, ceilings, improved meeting and storage space and climate controls.

Other projects address district competitiveness. School officials hope to spend about 23 percent on new STEAM (science, technology, engineering, arts and mathematics) innovation spaces at all schools, computers, wireless technology, furniture and fixtures; and 11 percent on athletic facilities.

I encourage all members of council, planning commission, park board, DDA, and other boards to make an effort to review the study and related news as it is released. I will continue reporting to the various boards and committees what changes might be expected and how the city might partner.

The future of our community is very much tied to the real and perceived condition and function of the school's various buildings and related educational amenities. The city is a vested stakeholder in ways too numerous to list.

✓ **PAUL FORTINO PROPERTY PROPOSAL (Update)**

The DDA will be considering next steps at their meeting on September 13th. I expect that to include the commission of a survey and architectural renderings. Please see the DDA packet for details. In short, it appears the builder is interested in proceeding with fifteen 1,600 square foot, two story condos, with garages. There are opportunities and threats, of course, but exploration is proceeding methodically.

As noted in the last communication with the builder, there may be a potential 'ask' for sewer/water tap fee waivers in order to add value to other parts of the site. Though a common practice in economic development, the city has not done this in recent history. I would be interested to know what the council thinks.

✓ **MUNICIPAL CIVIL INFRACTIONS VIOLATIONS BUREAU (No Change of Status)**

Metro Police, the city attorney, and staff continue to look at the transfer of the municipal infraction bureau as well, for reasons similar to the parking violations bureau. Since the police are the ones that we want enforcing violations for code, blight, and nuisances they should be maintaining the citations, records, and ability to prosecute. Doing so will require an ordinance amendment and subsequent administrative changes. I will keep the city council informed.

✓ **FIRE BOARD BUDGET (Update)**

The fire board was not able to approve their budget at their regular meeting on August 20th. This is expected on September 17th. To keep the council up to date, I included the draft in the August 27th packet. The operational budget includes an increase this year, 3.5%.

In addition, there is a proposal for another equipment purchase. This expense approaches about \$400,000 total, split between Swartz Creek and Clayton. Since the city has been setting funds aside for equipment, the additional impact out of the general fund is approximately \$60,000. This could be appropriated out of reserves or borrowed, like before, from the sewer fund. I have had many conversations with Chief

Plumb and the Clayton Township Supervisor, and we have confidence in the budget and equipment purchase.

Moving forward, I continue to advocate for a more predictable, annualized contribution for equipment so that we are not faced with periodic large purchases that skew the budget and stress savings. Taking this a step further, it may be prudent to consider allocating equipment costs to use, the same way that labor costs are apportioned by their use. Since our needs are pretty equal at the moment, this may be a good time to proceed with accounting for equipment as an hourly expense to the municipality using the equipment, and including such expenses in the operating budget.

- ✓ **OTHER COMMUNICATIONS & HAPPENINGS** *(See Individual Category)*
- ✓ **MONTHLY REPORTS** *(Update)*
The August check register, DPW, and building activity reports are included.
- ✓ **BOARDS & COMMISSIONS** *(See Individual Category)*
- ✓ **PLANNING COMMISSION** *(Update)*
The commission will begin work on the expected zoning changes on October 2nd. The September meeting was cancelled. Otherwise there is no other pressing business at the moment.
- ✓ **DOWNTOWN DEVELOPMENT AUTHORITY** *(No Change of Status)*
The DDA met on July 19th. In addition to the branding (logo) and Holland Square discussion above, the DDA also approved another façade grant in the amount of \$2,500.

The August meeting was cancelled pending submission of the townhome plan. I will keep the city council informed if there is need for a special meeting. At this point, they will look to convene on September 13th. There is a full agenda, consisting of a large façade grant request, streetscape consideration, the potential for a fall movie in the park, and the townhomes.
- ✓ **ZONING BOARD OF APPEALS** *(No Change of Status)*
They held their annual meeting on March 21, 2018. This was their organizational meeting in which they selected officers. Mr. Packer remains Chair, Mr. Plumb remains Vice-Chair, and Mr. Smith remains the Secretary. There are no pending or expected variances, appeals, or interpretations at this time.
- ✓ **PARKS AND RECREATION COMMISSION** *(Update)*
The Park Board met on September 5th. They debriefed the slip and slide event and set a new date for July 20, 2019. They did not make any recommendations for change as it relates to the Elms Park parking lot or the ground cover on the east end. Abrams Park tennis courts are in disrepair and require a new purpose.

Moving forward, the Christmas decorating contest judging will begin on December 9. Their next meeting is scheduled for October 3.

- ✓ **BOARD OF REVIEW** *(Update)*

The BoR will be inactive until November. Robert Plumb has been appointed as the BoR alternate.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **ASSESSING CONTRACT** (*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. The agreement is inclusive of a 2% increase (rounded up), from \$30,186.96 annually (monthly installments of \$2,515.58) to \$30,792 annually (\$2,566 monthly).

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

✓ **BURN PERMIT REQUEST** (*Business Item*)

The city ordinance prohibits burning with the following provision:

Sec. 8-1 - Burning wastes without council authorization unlawful.

It shall be unlawful for any person to start, cause or permit to be started any open fire for the purpose of burning waste matter within the city, provided that the council shall have the right to authorize the open burning of waste matter upon application to the council and when in the discretion of the council it shall determine that such burning shall provide for the general welfare of the community.

The owner of 7325 Bristol Road (see map) has some brush to burn and has submitted a written request, with accompanying images. This request seems to be in line with the intent of the ordinance. As of writing, I have not heard from Chief Plumb. If there is no objection, I recommend approving the request.

✓ **AFSCME BARGAINING AGREEMENT** (*Update*)

Early in the summer, the council agreed to allow for stipends as additional compensation for AFSCME employees that possess water licenses. The intention was to consider potential compensation adjustments for office staff as well. It took some time, but we have identified the most important value-added certifications that such staff can acquire. At the next meeting, I intend to have a letter of understanding that will enable added compensation for those that acquire and maintain Election Officials Certification from the State of Michigan Bureau of Elections, Michigan Certified Assessing Technician, and/or Michigan Certified Assessing Officer status.

Because there are participating part time employees, I am advocating that such compensation be paid hourly instead of as a fixed stipend after the initial payment. This makes the added value proportionate to the hours work.

✓ **SUPERVISOR BARGAINING AGREEMENT** (*Update*)

Ms. Eskew has completed a three year, intensive clerk training program. The bargaining unit feels she is due for a raise. Based upon this request and other factors, I intend to have a letter of understanding or bargaining unit amendment that effects such a change before the city council at the next meeting.

Council Questions, Inquiries, Requests, Comments, and Notes

Small Cities Meeting: The Small Cities meeting is to be in Swartz Creek on October 3rd, tentatively at the Metro Police Authority headquarters.

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, September 10, 2018, 7:00 P.M.**

Resolution No. 180910-4A MINUTES – August 27, 2018

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, August 27, 2018, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 180910-4B MINUTES – September 5, 2018

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Special Council Meeting held Wednesday, September 5, 2018, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 180910-5A AGENDA APPROVAL

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of September 10, 2018, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 180910-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of September 10, 2018, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 180910-8A

RESOLUTION TO APPROVE A COMMERCIAL LEASE AGREEMENT WITH LASERS FLOWERS AND GIFTS, LLC, LOCATED AT 8002 MILLER ROAD

Motion by Councilmember: _____

WHEREAS, the city has acquired a commercial structure located at 8002 Miller Road, Parcel ID Number 58-35-576-049, that is in need of repairs and improvement; and

WHEREAS, the structure is occupied by an existing business that leases the bottom floor for retail space; and

WHEREAS, the council finds that it is in the best interest of the economic viability of the structure and surrounding neighborhood to improve the function of the building for the existing retail use and upper floor residential use; and

WHEREAS, the council apportioned funds for professional services to provide advice and to formalize specifications for the renovation of such structure.

WHEREAS, the retail tenant continues to occupy the space without a valid lease agreement, and the city wishes to remedy this situation to provide expectations of occupancy that meet market expectations; and

WHEREAS, city council approval is not required for the City Manager to negotiate and enter into a lease of one year or less in duration per the Land Sale Policy of 2014; and

WHEREAS, the city may recover invested costs upon sale of the residence, but additional proceeds must be turned over to the appropriate county agency; and

NOW, BE IT RESOLVED, the Swartz Creek City Council hereby approves the lease agreement with Lasers Flowers and Gifts, LLC, as included in the city council packet of September 10, 2018.

BE IF FURTHER RESOLVED, the City Council directs the Mayor to execute the agreement on behalf of the city and further directs the Treasurer to account for any proceeds from rents collected along with any future sale proceeds of the property.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 180910-8B

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 10th day of September, 2018 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, 2018. Unless sooner terminated, this Agreement shall, by its terms, expire September 30, 2019.

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 \$30,792 yearly (thirty thousand, seven hundred and ninety-two dollars). Legacy Assessing Services, Inc. shall invoice the City an amount equal to \$2,566 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. 180910-8C RESOLUTION TO APPROVE BURN PERMIT

Motion by Councilmember: _____

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

WHEREAS, a burning permit is sought by the resident at 7325 Bristol Road; and

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

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

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 180910-8D

**RESOLUTION TO APPROVE A BUDGET AMENDMENT
FOR PROFESSIONAL SERVICES RELATED TO THE
USDA FOR GRANT AND LOAN ASSISTANCE FOR
WATER MAIN REPLACEMENT**

Motion by Councilmember: _____

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

WHEREAS, the city has been awarded USDA grant funds and low interest loans that will defray some of the expense of providing for this local and regional water main infrastructure, and

WHEREAS, the application included fixed amounts for preliminary engineering services by an approved engineer, OHM Advisors, and

WHEREAS, OHM Advisors recommends commencing the engineering functions, as a reimbursable expense, in order to proceed with the replacement effort.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek City Council amends the fiscal year 2019 budget to include \$357,880 more for engineering services.

BE IT FURTHER RESOLVED that the City of Swartz Creek directs the City Manager to engage OHM in the provision for such services as applied for in the USDA application and execute such documents as necessary to proceed.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 08/27/2018**

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

Invocation and Pledge of Allegiance.

Councilmembers Present: Cramer, Florence, Gilbert, Hicks, Krueger, Pinkston.

Councilmembers Absent: Porath.

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

Others Present: Lania Rocha, Bob Plumb, Steve Shumaker, Tommy Butler, Jentery Farmer, Doug Stephens., Tabitha Marsh.

EXCUSE COUNCILMEMBER PORATH

Resolution No. 180827-01

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Florence

I Move the Swartz Creek City Council excuse councilmember Porath.

Unanimous Voice Vote.

APPROVAL OF MINUTES

Resolution No. 180827-02

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday August 13, 2018, to be circulated and placed on file.

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

APPROVAL OF AGENDA

(Carried)

Resolution No. 180827-03

Motion by Councilmember Florence
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Agenda as, presented and printed for the Regular Council Meeting of August 27, 2018, to be circulated and placed on file.

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

CITY MANAGER'S REPORT

Resolution No. 180827-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Gilbert

I Move the Swartz Creek City Council accept the City Manager's Report of August 27, 2018, including reports and communications as updated to be circulated and placed on file.

Discussion Ensued.

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

MEETING OPENED TO THE PUBLIC:

Tabitha Marsh, candidate for Circuit Court Judge, introduced herself and gave a brief history of her career and family's long presence in Genesee County.

Doug Stephens, Art in the Park had a good show, close to the same results as last year. Thanked the council and city for their support. The only issue they had is with parking. Would like the city/park board to consider opening up the drive to continue through the park to allow additional entrance/exit at the south parking lot area.

COUNCIL BUSINESS:

RESOLUTION TO APPROVE THE INITIAL SALE INSTRUMENT FOR 5256 DONSHENK

Resolution No. 180827-05

(Denied)

Motion by Councilmember Gilbert
Second by Councilmember Cramer

WHEREAS, the city has acquired a residential structure located at 5256 Don Shenk Drive from the county via the tax reversion process in 2017 for the purpose of blight removal and restoration to improve neighborhood conditions; and

WHEREAS, the city awarded a contract for services to restore the home, including but not limited to roofing, HVAC, floor restoration, basement finishing, landscaping, appliances, various fixtures, and other components, with said services now being substantially complete; and

WHEREAS, the city may recover invested costs upon sale of the residence, but additional proceeds must be turned over to the appropriate county agency; and

WHEREAS, the city invited public offers for purchase in July of 2018, and received a written offer from an interested party; and

WHEREAS, the potential buyer is now offering an alternate purchase instrument in the form of a land contract with \$20,000 down and a total purchase price of \$130,000.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek City Council authorizes staff, in consultation with the city attorney, to complete the land contract agreement with a prevailing interest rate, insurance, and other applicable terms and to then make the completed land contract sale instrument available to the general public, for a period of not less than 30 days, in accordance with the City's Land Sale Policy of April 28, 2014.

BE IT FURTHER RESOLVED the purchase agreement shall be reviewed by the city council subsequent to the review period.

Discussion Ensued.

YES: None.

NO: Pinkston, Cramer, Florence, Gilbert, Hicks, Krueger.
Motion denied.

RESOLUTION TO APPROVE THE LEASE ABATEMENT FOR THE COMMUNICATION TOWER IN ELMS PARK

Resolution No. 180827-06

(Carried)

Motion by Mayor Pro Tem Pinkston
Second by Councilmember Cramer

WHEREAS, the City of Swartz Creek (Landlord) and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, entered into that certain Communications Site Lease Agreement (Ground), dated June 16, 2005, as evidenced by that certain Memorandum of Lease, recorded April 16, 2014, as Instrument No. 201404160032238, and ultimately assigned to Tenant f/k/a TowerCo Assets LLC, a Delaware limited liability company, pursuant to that certain Assignment and Assumption of Ground Lease, recorded December 15, 2008, as Instrument No. 200812150081749, both recordings of the Register of Deeds of Genesee County, Michigan, as amended and assigned from time to time (collectively, "Agreement") for Tenant's use of a portion of the real property ("Premises") located at 4127 Elms Road, Swartz Creek, MI 48473 ("Land"), being more particularly described in the attached Exhibit "A";; and

WHEREAS, the tower is currently without an active wireless provider; and

WHEREAS, the Landlord and Tenant desire and intend to amend and supplement the Agreement as provided in the Amendment to Communications Site Lease Agreement (Ground) as included in the city council packet of August 27, 2018; and

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek City Council hereby approves the Amendment to Communications Site Lease Agreement (Ground) as included in the city council packet of August 27, 2018 and further directs the Mayor to execute said agreement on behalf of the City.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

RESOLUTION TO APPOINTMENT A FIRE BOARD MEMBER AND BOARD OF REVIEW MEMBER

Resolution No. 180827-07

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Gilbert

WHEREAS, the laws of the State of Michigan, the Charter and Ordinances of the City of Swartz Creek, interlocal agreements in which the City of Swartz Creek is a member, and previous resolutions of the city council require and set terms of offices for various appointments to city boards and commissions, as well as appointments to non-city boards and commissions seeking representation by city officials; and

WHEREAS, there exists a vacancy on the Fire Board and a need for an alternate on the Board of Review; and

WHEREAS, said appointments are Mayoral appointments, subject to affirmation of the city council.

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council concur with the Mayor and City Council appointments as follows:

#180827-07 MAYORAL APPOINTMENT: Robert Plumb
Board of Review, Citizen
Remainder of a three year term, expiring June 30, 2020

#180827-07 MAYORAL APPOINTMENT: David Spillane
Fire Board, Citizen
Remainder of a one year term, expiring March 31, 2019

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

NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE PROFESSIONAL SERVICES FOR DESIGN, SPECIFICATION CREATION AND ESTIMATION FOR REHABILITATION OF 8002 MILLER ROAD

Resolution No. 180827-08

(Carried)

Motion by Councilmember Florence
Second by Councilmember Cramer

WHEREAS, the city has acquired a commercial structure located at 8002 Miller Road, Parcel ID Number 58-35-576-049, that is in need of repairs and improvement; and

WHEREAS, the structure is occupied by an existing business that leases the bottom floor for retail space; and

WHEREAS, the council finds that it is in the best interest of the economic viability of the structure and surrounding neighborhood to improve the function of the building for the existing retail use and upper floor residential use; 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, BE IT RESOLVED, the Swartz Creek City Council hereby approves the proposal from NJB Architects, Inc. dated August 20, 2018, as included in the city council packet of August 27, 2018.

BE IF FURTHER RESOLVED, the City Council directs the City Manager to work with the existing occupant to develop and bid specifications for reasonable improvements that are expected to accumulate to a value less than the improved true cash value of the property, with the city council approval required to award any resulting bids for such work.

Discussion Ensued.

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

RESOLUTION TO APPROVE PROFESSIONAL SERVICES FOR ZONING ORDINANCE UPDATES

Resolution No. 180827-09

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Florence

WHEREAS, the City Council, to further the proactive stance of the city as it relates to economic development, is actively engaged in the pursuit of standard Redevelopment Ready Communities certification; and

WHEREAS, during the 2018 review, the State of Michigan Economic and Development Corporation (MEDC) indicated that zoning ordinance changes are required per a zoning audit that the state contractor performed on the city's existing code; and

WHEREAS, the city finds the state contractor to be qualified, knowledgeable, and in the best position to continue with making the specific changes that they recommended; and

WHEREAS, the contractor, CIB Planning, has provided a professional services agreement related to zoning changes that staff and the MEDC find to be a top priority.

NOW THEREFORE, BE IT RESOLVED the City of Swartz Creek approves the professional service agreement with CIB Planning, a copy of which is attached hereto, and apportion a cost not to exceed \$15,000 of general fund dollars to support said service.

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

NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE A PARADE PERMIT FOR THE SWARTZ CREEK COMMUNITY SCHOOLS HOMECOMING PARADE ON SEPTEMBER 14, 2018

Resolution No. 180827-10

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Hicks

WHEREAS, the City of Swartz Creek owns, operates, and maintains a network of major and local streets; and

WHEREAS, the streets, upon the finding of a public benefit and no unreasonable hardship, may be permitted for closure from time to time as permitted by the city council; and

WHEREAS, the Swartz Creek Community Schools seeks a street closure permit for the annual Homecoming Parade, to commence at 5:00 p.m. on Friday, September 14, 2018; and

WHEREAS, the city council, following the recommendation of the police authority, finds that the application, including insurance, is complete and that this event offers a public benefit without imposing an unreasonable hardship.

NOW, THEREFORE, BE IT RESOLVED that the City of Swartz Creek approves the application of the Swartz Creek Community Schools to conduct their annual High School Homecoming Parade on Friday, September 14, 2018 from 4:45 pm to 6:30 pm. Parade route as follows:

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

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

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

NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

Bob Plumb, 37 Somerset Drive, thanked council for the appointment.

REMARKS BY COUNCILMEMBERS:

Councilmember Cramer inquired on Sharp Funeral Home's progress.

Councilmember Florence the GFWC, Kiwanis, Art Guild and the city helped with Art in the Park and did a great job.

Councilmember Hicks reminded everyone the Park Board meeting is September 5th and encouraged Mr. Stephens to attend and discuss the parking issues they had at Art in the Park.

Mayor Pro Tem Pinkston after reading about the indictment of the Thetford Police Chief is thankful the Metro PD did not accept Thetford Township into the department. He is not sure if he will be at the next council meeting due to surgery.

Mayor Krueger will not be at the next council meeting, he will be out of town. It was a great day for Art in the Park.

ADJOURNMENT

Resolution No. 180827-11

(Carried)

Motion by Councilmember Gilbert
Second by Mayor Pro Tem Pinkston

I Move the Swartz Creek City Council adjourn the regular meeting at 8:50 p.m.

Unanimous Voice Vote.

David A. Krueger, Mayor

Connie Eskew, City Clerk

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE SPECIAL COUNCIL MEETING
DATE 09/05/2018**

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

Invocation and Pledge of Allegiance.

Councilmembers Present: Cramer, Florence, Gilbert, Hicks, Krueger, Porath.

Councilmembers Absent: Pinkston.

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

Others Present: Faye Porath, Mr. & Mrs. Dobek.

EXCUSE COUNCILMEMBER PINKSTON

Resolution No. 180905-01

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Florence

I Move the Swartz Creek City Council excuse councilmember Pinkston.

Unanimous Voice Vote.

CITY MANAGER'S REPORT

Resolution No. 180905-02

(Carried)

Motion by Councilmember Porath
Second by Councilmember Hicks

I Move the Swartz Creek City Council approve the City Manager's Report of September 5, 2018, to be circulated and placed on file.

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

MEETING OPENED TO THE PUBLIC:

None.

COUNCIL BUSINESS:

RESOLUTION TO APPROVE THE INITIAL SALE INSTRUMENT FOR 5256 DON SHENK

Motion by Councilmember Cramer
Second by Councilmember Florence

WHEREAS, the city has acquired a residential structure located at 5256 Don Shenk Drive from the county via the tax reversion process in 2017 for the purpose of blight removal and restoration to improve neighborhood conditions; and

WHEREAS, the city awarded a contract for services to restore the home, including but not limited to roofing, HVAC, floor restoration, basement finishing, landscaping, appliances, various fixtures, and other components, with said services now being substantially complete; and

WHEREAS, the city may recover invested costs upon sale of the residence, but additional proceeds must be turned over to the appropriate county agency; and

WHEREAS, the city invited public offers for purchase in July of 2018, and received a written offer from an interested party; and

WHEREAS, the potential buyer offered an alternate purchase instrument in the form of a land contract that was not approved by the city council; and

WHEREAS, a subsequent offer was received by a party that included the standard purchase agreement, disclosures, earnest money, and ability to finance.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek City Council authorizes the Mayor, in consultation with the city attorney, to complete and execute the purchase agreement as included in the September 5, 2018 city council packet, including a provision for the requisite public inspection period contingency with the selling price of \$134,900.

BE IT FURTHER RESOLVED, the sale instrument shall be made available to the general public, for a period of not less than 30 days, in accordance with the City's Land Sale Policy of April 28, 2014.

BE IT FURTHER RESOLVED, the purchase agreement shall be reviewed by the city council subsequent to the review period.

Discussion Ensued.

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

MEETING OPENED TO THE PUBLIC:

Mr. Dobek, thanked the city for the great job on the house, it is a beautiful home.

REMARKS BY COUNCILMEMBERS:

Councilmember Porath hopes everything goes well for Dr. Pinkston and hope he is up and about real quick.

Councilmember Cramer congratulated new owners.

Councilmember Florence congratulated new owners and welcome.

Councilmember Hicks welcomed the new owners to Swartz Creek.

Councilmember Gilbert congratulated the new owners.

Mayor Krueger congratulated the new owners and he is sure they will love it here.

ADJOURNMENT

Resolution No. 180905-04

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Cramer

I Move the Swartz Creek City Council adjourn the regular meeting at 5:11 p.m.

Unanimous Voice Vote.

David A. Krueger, Mayor

Connie Eskew, City Clerk

COMMERCIAL LEASE

This lease is made on this _____ day of _____, 2018, by **Owners, City of Swartz Creek of 8083 Civic Drive, Swartz Creek, MI, 48473**, (“Landlord”), and _____ (“Tenant”), jointly and severally, upon the following terms and conditions.

1. Description of the Premises. Landlord leases to Tenant and Tenant hires from Landlord that area, encompassing **Retail Space**, being approximately **1,619 square feet**, (“premises”), located on land and improvements known as **the ground level and basement of 8002 Miller Road, Swartz Creek, MI 48473**.
2. Term. This lease shall be for the term of 1 year commencing on _____, **2018**, (“commencement date”) and ending on _____.
3. Rental. Tenant shall pay to Landlord for rent during the term on this lease the sum of **NINE THOUSAND, SIX HUNDRED DOLLARS (\$9,600.00)**, payable in monthly installments of **\$800.00** per month, in advance, **on the first day of each month** during the term of this lease. All rent shall be paid to Landlord at the address set forth above or any other address that Landlord designates in writing, without any prior demand by Landlord and without any deduction or offset.

If Tenant fails to pay the rental amount it owes to Landlord under this lease within ten (10) days that the amount is due, Tenant shall be assessed a late charge of **\$25.00** each time the rent is late as defined herein.
4. Use. Tenant shall use and occupy the premises as **Retail Space** and for no other purpose without the prior written consent of Landlord. Said consent shall not be unreasonably withheld. Tenant shall not intentionally and knowingly use the premises for any purpose or in any manner in violation of any law, ordinance, rule, or regulation adopted or imposed by any federal, state, county, or municipal body or other governmental agency. Tenant shall not deface or injure the premises or the building, permit anything to be done on the premises tending to create a nuisance, or permit any activity in the premises that will result in an increase of any insurance premium on the premises or the building. For purposes of the use of the premises, this lease shall be considered a commercial lease in all respects and that the parties shall not be subject to Landlord, Tenant residential legal and statutory requirements.
5. Taxes. Landlord shall pay all taxes and special assessments levied against the land and improvements on and in which the premises are situated. Tenant shall pay all personal property taxes assessed against any personal property owned by Tenant on the premises.
6. Maintenance and Repair. **Landlord** shall maintain and keep the exterior of the building in good condition and repair, including the exterior windows, the heating and furnace equipment, roof, walls, air-conditioning equipment, water heater, and the electrical and plumbing systems. Landlord shall be obligated to make repairs in Tenant premises only after Tenant has given Landlord written notice of the need for the repair, and only if the repair was not caused by the negligence or willful act of tenant or its agents, employees, invitees, or licensees. Tenant shall keep the leased premises in good repair, and Tenant shall, upon the expiration of the term of this

lease, yield and deliver up the leased premises in like condition as on the date of first tenancy by Tenant, reasonable use and wear excepted.

Tenant will provide and pay for additional regular trash removal service to the premises; however Tenant agrees to keep and maintain the leased premises in neat and clean condition and not to commit waste therein.

Landlord agrees to provide and pay for lawn maintenance, snow removal and other normal, standard and customary maintenance for the premises. Tenant shall be responsible for all repairs or replacements occasioned by the negligence or willful act of Tenant or its agents, employees, invitees, or licensees.

7. Assignment and Subletting. Tenant agrees not to sell, assign, mortgage, pledge, or in any manner transfer this lease or sublet the premises or any portion of the premises without Landlord's prior written consent, which shall not be unreasonable withheld. In the event of any assignment or sublease, Tenant shall remain fully liable on this lease. Landlord's right to assign this lease is unqualified. Upon any sale of the premises in which the purchaser assumes all obligations under this lease, Landlord shall be entirely free of all obligations of the landlord under this lease and shall not be subject to any liability resulting from any act, omission, or event occurring after the conveyance. Tenant agrees to recognize and attorn to any such transferee, and Tenant further agrees, at Landlord's request, to sign and deliver a recordable document setting forth the provisions of this paragraph.
8. Utilities. **Tenant** will provide for all utilities servicing the premises, including **electrical, gas, water and sewer** charges metered in its own name, and shall pay all charges and deposits for the utilities provided to or used in the premises during the term of this lease. Tenant shall pay and be responsible for all telephone and computer lines to the premises. Landlord shall not be liable for damages incurred by Tenants, its clients or invitees should the furnishing of any utilities be interrupted by fire overload, other casualty, accident, strike, labor dispute or disagreement, the making of any necessary repairs or improvements, or any other causes beyond the reasonable control of landlord.
9. Insurance. Tenant shall indemnify Landlord and hold Landlord harmless from any claim for or resultant damages that are determined to not be the result of the acts or negligence of the Landlord or its agents. Tenant shall, at its own cost and expense, obtain and keep in force a policy or policies of public liability insurance with an insurance company approved by Landlord, with liability coverage of not less than \$1,000,000.00 for injury or death to any one person, \$1,000,000.00 for injury or death to more than one person, and \$250,000.00 for damage to property. **At the signing of this lease,** Tenant shall list Landlord as Additional insured and shall furnish Landlord with certificates, endorsements or other evidence acceptable to Landlord indicating that the insurance is in effect and providing that Landlord shall be notified in writing at least 30 days before cancellation of, any material change in, or renewal of the policy.

Any insurance maintained by either party pursuant to this paragraph shall contain a clause or endorsement under which the insurer waives all rights of subrogation against the other party or its agents or employees with respect to losses payable under the policy.

The Tenant shall be liable to the Landlord or the Landlord's property insurer for causing fire or other casualty damage to the premises, either negligently or intentionally, notwithstanding any waiver of subrogation clause contained in the lease.

Any personal property kept on the premises by Tenant shall be kept there at Tenant's sole risk.

10. Acceptance of Premises. Tenant shall be solely responsible for and provide separately to the lease premises all necessary equipment, fixtures and furniture. If Tenant requires additional changes to the premises prior to the commencement of this lease, then Tenant shall pay Landlord for labor and materials upon the presentation of a billing to Tenant by Landlord. The opening by Tenant of its business in the premises shall constitute an acknowledgement by Tenant that the premises are then in acceptable condition.
11. Damage or Destruction. If, during the term of this lease, the premises are partially destroyed by fire or other casualty covered by insurance so as to become partially uninhabitable by Tenant, the premises provided to Tenant shall be repaired as speedily as possible unless this lease is terminated as provided below. In the event that such damage or destruction substantially impairs the usefulness of the premises for the purpose for which the premises was leased, then Tenant may terminate this lease or continue in possession of the remainder of the premises deemed to be useful as originally intended, except that rent shall be reduced by the proportion of the amount of the leased premises damaged. If, during the term of this lease, the premises or the building is partially or totally destroyed by fire or other casualty, and the cost of restoring the premises or the building to its prior condition equals or exceeds 50 percent of its fair replacement value immediately before the damage, Landlord shall have the right to terminate this lease by giving Tenant written notice of its election to do so within 15 days after the date on which the damage occurs. Upon the giving of the notice, the lease shall terminate as of the date on which the damage occurred, and the rent shall be adjusted to that date. If the notice by Landlord is not given, this lease shall continue and Landlord shall cause the premises or the building to be repaired or restored with due diligence.
12. Condemnation. If the whole or any part of the premises is taken by any public authority under the power of eminent domain, including any conveyances or grants made in anticipation of, or in lieu of, such a taking, then the term of this lease shall cease on that part of the premises to be taken from the day the possession of that part shall be acquired by public authority, and the rent shall be paid up to that date. If the taking of a portion of the premises substantially impairs the usefulness of the premises for the purpose for which the premises were leased, Tenant shall have the right either to terminate this lease or to continue in the possession of the remainder of the premises under the terms and conditions of this lease, except that the rent shall be reduced in proportion to the amount of the premises taken and, in the latter event, Landlord shall promptly restore the remainder to a reasonably tenantable condition. All damages awarded for the taking shall belong to and be the property of Landlord, whether the damages are awarded as compensation for diminution of value of the leasehold or to the fee of the premises. However, Landlord shall not be entitled to any award made to Tenant for the costs of removing fixtures or for business interruption.

13. Alterations. Tenant shall make no improvements, alterations, additions, or physical changes in the premises without the prior written consent of Landlord. Tenant shall not paint or decorate any part of the interior or exterior of the premises or attach or hang any curtains, blinds, shades, screens, awnings, or other projections to the interior or exterior of any window of the premises or on the outside wall or exhibit any sign, display, lettering, or advertising matter of any kind on the exterior walls or corridors of the building or on any window or door of the premises without Landlord's prior written consent, which shall not be unreasonably withheld.

All alterations and improvements, but not moveable equipment and trade fixtures, put in at the expense of Tenant shall be the property of Landlord and shall remain a part of and be surrendered with the premises at the termination of the lease. However, Landlord may require that Tenant remove the alterations and improvements and repair any damages to the premises caused by the removal. Landlord and Tenant agree that prior to the installation of any alterations, trade equipment or fixtures that they will agree whether each item is a moveable trade fixture or non-moveable improvement to the premises.

14. Signs. **Tenant accepts signs in as-is condition and shall have use of the changeable message board. Landlord reserves the right to use this sign for up to seven consecutive days of each calendar month for speech related to the status of the property. Five business days' notice shall be delivered to the Tenant for such use.** No sign or other advertising or lettering shall be placed on the exterior walls of the building or on any windows or outside doors of the building without the express written consent of the Landlord.

15. Remedies and Default. If Tenant does any of the following:

- (a) Defaults in paying any sums to Landlord when due, including rent and all charges and does not cure the default within 10 days;
- (b) Defaults in performing any other covenant or condition of the lease and does not cure the other default within 30 days after written notice from Landlord specifying the default; or
- (c) Is adjudicated a bankrupt or makes any assignment for the benefit of creditors; then Landlord MAY
 - (A) Consider the lease in default and sue Tenant for eviction and rent and damages due under the lease;
 - (B) Terminate this lease; ANDIf suit is brought to recover possession of the premises to recover any rent, cure a breach, or collect any amount due under the provisions of this lease, and Tenant defaults, stipulates to a Judgment or the Court enters a Judgment in favor of Landlord, then the Tenant shall pay all expenses incurred in the action, including reasonable attorney fees, which shall be deemed to have been incurred on the commencement of the default and shall be enforceable whether or not the action is prosecuted to judgment.

16. Access to Premises. Landlord shall have the right to enter the premises at all reasonable hours, provided that the entry does not interfere with the operation and conduct of Tenant's business. Landlord shall have the right to use all or any part of the premises to install, maintain, use, repair, and replace pipes, ducts, lights, conduits, plants, wires, floor coverings, and all other mechanical equipment serving

the premises in locations within the premises that will not materially interfere with Tenant's use of the premises.

17. Waiver. Landlord's failure to insist on a strict performance of any of the terms, covenants, or conditions of this lease shall not be deemed a waiver of any subsequent breach or default in the terms, covenants, and conditions in this lease. This lease may not be changed, modified, or discharged orally.
18. Notices. All notices required under this lease shall be in writing and shall be deemed to be given if either delivered personally or mailed by certified or registered mail to Landlord or to Tenant at their respective addresses set forth in this lease or to any other address that either party furnishes in writing during the term of this lease.
19. Quiet Enjoyment. Landlord covenants and agrees with Tenant and its successors and assigns that, upon Tenant's paying the rent and observing and performing all the terms, covenants, and conditions on Tenant's part to be performed and observed, Tenant may peaceably and quietly hold, occupy, possess, and enjoy the premises for the full term of this lease.
20. Subordination to Mortgage. Any mortgage now or later placed upon any property of which the premises are a part shall be deemed to be prior in time and senior to the rights of Tenant under this lease. Tenant subordinates all of its interest in the leasehold estate created by this lease to the lien of any mortgage of Landlord. Tenant shall, at Landlord's request, sign any additional documents necessary to indicate this subordination.

Notwithstanding the foregoing, Tenant's possession of the premises under this lease shall not be disturbed by any mortgagee, trustee under a trust deed, owner, or holder of a note secured by a mortgage or trust deed now existing or later placed on the premises, unless Tenant breaches any of the provisions of this lease and the lease term of Tenant's right to possession is lawfully terminated in accordance with the provisions of this lease.

21. Security Deposit. Tenant, contemporaneously with the signing of this lease, has deposited with Landlord the sum of **\$0**. The deposit shall be held by Landlord, without liability for interest, as security for Tenant's faithful performance of all the terms, covenants, and conditions of this lease to be kept and performed by Tenant during the term of this lease.

If tenant fails to keep and perform any of its covenants of this lease, then Landlord, at its option, may appropriate and apply the entire deposit, or as much as may be necessary, to compensate Landlord for losses or damages it sustains due to Tenant's breach. If the entire deposit, or any portion, is appropriated and applied by Landlord to pay overdue rent or other sums due and payable to Landlord by Tenant under this lease, then Tenant shall, upon the written demand of Landlord, immediately remit to Landlord a sufficient amount in cash to restore the security to the original sum deposited. Tenant's failure to do so within five days after receipt of the demand shall constitute a breach of this lease.

22. Changes by Landlord. Landlord reserves the absolute right at any time and from time to time to make changes or revisions in the building, parking lot, driveways, signs, landscaping, and sidewalks, including additions to, subtractions from, or

rearrangements of the improvements, provided that the changes do not materially alter the use of the premises, or affect Tenants or Tenants business invitees accessibility to the premises.

23. Option to Renew and Holding Over. Tenant shall have the option to renew this lease for an additional **one** year term, under the same terms and conditions EXCEPT the lease renewal shall be determined by Consumers Price Index (CPI) for the term. The Tenants option must be exercised ninety (90) days before the end of the lease term. Failure by tenant to exercise the option will terminate the tenant's right to the option term.

If tenant remains in possession of the premises after the expiration or termination of the lease without exercising the option and signing a new lease or amendment to this existing lease, then the Tenant shall be deemed to be occupying the premises as a tenant from month to month at the same rent (as adjusted in this lease), subject to all the conditions, provisions, and obligations of this lease insofar as it can be applicable to a month-to-month tenancy, cancelable by either party upon thirty days written notice to the other.

24. Option to Purchase. None
25. Recording. Tenant shall not record this lease or a memorandum of this lease without the express written consent of Landlord.
26. Captions and Headings. The captions and headings used in this lease are intended only for convenience and are not to be used in construing this lease.
27. Applicable Law. This lease shall be construed under the laws of the State of Michigan. If any provision of this lease or portions of this lease or their application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this lease shall not be affected and each provision of this lease shall be valid and enforceable to the fullest extent permitted by law.
28. Successors. This lease and its covenants and conditions shall inure to the benefit of and are binding on Landlord and its successors and assigns and shall be binding on Tenant and permitted assigns of Tenant.
29. No Partnership. Any intention to create a joint venture or partnership between the parties is expressly disclaimed.
30. Estoppels Agreement. At the request of Landlord, Tenant shall, within 10 days, deliver to Landlord, or anyone designated by Landlord, a certificate stating the commencement date and the term and certifying, as of that date, the date to which rent, additional rent, and other charges under this lease are paid, that this lease is unmodified and in full force, and that Landlord is not in default under any provision of this lease or, if the lease is modified or if Landlord is in default, stating the modification or the nature of the default and the amount of any claims.
31. Additional Provisions and/or Contingencies.
Landlord agrees not to lease or allow occupancy of the upper level until such time as the utilities of this space are separated or otherwise accounted for.

Rents collected from Tenant shall be accounted for and used to improve the premises.

32. Effective Date. Landlord and Tenant have signed this lease and it shall be effective on the year and date first listed at the beginning of this agreement.

WITNESSES:

LANDLORD:

By:
It's:

TENANT:

By:
It's:

ATTACHMENT A

Emergency Contact Information:

Please provide at least one LOCAL contact person and phone number that can be reached in the case of an emergency.

1. _____
(Name)

(Local Phone Number)

2. _____
(Name)

(Local Phone Number)

3. _____
(Name)

(Local Phone Number)

09/04/2018

CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 08/01/2018 - 08/31/2018

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
08/02/2018	45342	ANDREW WILLIAMS	ELMS PARK DEPOSIT REFUND 7/28/18 #2	100.00
08/02/2018	45343	BETTY SHANNON	2018 APR-JUNE CONTRACT REIMB RETIREE &	821.92
08/02/2018	45344	BRITTANY TAYLOR	ELMS PARK DEPOSIT REFUND 7/21/18 #3	100.00
08/02/2018	45345	CALLIE DONALDSON	ELMS PARK DEPOSIT REFUND 7/22/18 #4	100.00
08/02/2018	45346	CARL AND TASHANDA ARTHUR	ELMS PARK REFUND 7/28/18 #4	220.00
08/02/2018	45347	CHERYL BARBER	ELMS PARK DEPOSIT REFUND 7/29/18 #2	100.00
08/02/2018	45348	CITY OF SWARTZ CREEK	SUMMER 2018 TAXES 58-35-576-049	3,811.60
08/02/2018	45349	COMCAST BUSINESS	7/26-8/25/18 MONTHLY INVOICE	269.60
08/02/2018	45350	COOKS DIESEL RV & TRUCK REPAIR	TRUCK BATTERY	141.95
			REPLACED BATTERY	181.95
				323.90
08/02/2018	45351	DAVID KRUEGER	REIMB HOTEL ROOM MI ASSOC MAYORS CONF	120.99
08/02/2018	45352	DES MOINES STAMP MFG CO.	HEAVY DUTY STAMPER #2300 (3)	162.00
08/02/2018	45353	DIPLOMAT PHARMACY	DEPOSIT REFUND ABRAMS PARK 7/29/18 #1	100.00
08/02/2018	45354	ELECTIONSOURCE	BALLOT CHART 8/7/18 ELECTION	45.00
08/02/2018	45355	FERGUSON WATERWORKS #3386	R900 V4 WALL MIU (100)/BATRY (2)	10,312.00
08/02/2018	45356	FIDELITY SECURITY LIFE INSUR/EYEMED	AUG 2018 RETIREES (6)	30.06
08/02/2018	45357	FRANCES MCDONALD	ELMS PARK DEPOSIT REFUND 7/21/18 #1	100.00
08/02/2018	45358	FUNTASTIC INFLATABLES	EML/MOVIE NIGHT 7/6/18	150.00
			EML/MOVIE NIGHT 7/20/18	150.00
				300.00
08/02/2018	45359	GLAESER DAWES	DAVAL DR WATER MAIN AND STREET RECONSTRU	305,911.19
08/02/2018	45360	GREAT LAKES TREE EXPERTS INC	BLONDE MULCH (20)/DELIVERY 7/2/18	530.00
			BLACK MULCH (20)/DELIVERY	525.00
			BLONDE PLAY GROUND MULCH (20)/DELIVERY	530.00
			BLONDE PLAY GROUND MULCH (20)/DELIVERY	530.00
			TRIM & REMOVE TREES	1,450.00
				3,565.00
08/02/2018	45361	HENDERSON ALLEN	ELMS PARK DEPOSIT REFUND 7/21/18 #4	100.00
08/02/2018	45362	I T RIGHT INC	NITRO PDF SOFTWARE	180.00
08/02/2018	45363	INTEGRITY BUSINESS SOLUTIONS	TRASH BAGS	54.49
			TRASH BAGS	184.20
				238.69
08/02/2018	45364	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES/OTHER (1)	1,200.00
			MOW & TRIM CITY PROPERTIES	1,150.00
				2,350.00
08/02/2018	45365	KRISTI CROSS	UB REFUND FOR 9269 CEDAR CREEK	97.53
08/02/2018	45366	MICHAEL K HOLCOMB	ELMS PARK DEPOSIT REFUND 7/28/18 #1	100.00
08/02/2018	45367	MICHELLE JOHNSON	ELMS PARK DEPOSIT REFUND 7/22/18 #3	100.00
08/02/2018	45368	MICHIGAN LUMBER CO	LUMBER/DECK SCREW FENCE AT PSB	438.79
			LUMBER/FENCE AT PSB	2.64
				441.43
08/02/2018	45369	MUZZALL GRAPHICS	A/P LASER CHECKS	241.95
08/02/2018	45370	PARAGON LABORATORIES INC	EML/WATER SAMPLES WO 224478	757.00
			EML/WATER SAMPLES WO 224613	150.00
				907.00
08/02/2018	45371	PRINTING SYSTEMS	ELECTION SUPPLIES SHIPPING FEE	39.06
			ELECTION SUPPLIES/VOTING LABELS	106.15

			ELECTION SUPPLIES/NO STUB BALLOTS FOR VA	19.15
				164.36
08/02/2018	45372	PURCHASE POWER	JULY 2018 POSTAGE/TRANS FEE	3,030.00
08/02/2018	45373	RHONDA CONLEY EQ	ELMS PARK DEPOSIT REFUND 7/22/18 #1	100.00
08/02/2018	45374	ROBERT W KESSLER	REFUND-BILLED IN ERROR 9292 JILL MARIE	300.00
08/02/2018	45375	ROWE PROFESSIONAL SERVICES CO	6/17-6/30/18 DAVAL RECONSTRUCTION	4,245.00
			7/1-7/14/18 DAVAL RECONSTRUCTION	4,245.00
			6/17-6/30/18 PRELIMINARY ENGINEERING REH	2,065.37
			7/1-7/14/18 PRELIMINARY ENGINEERING REHA	2,065.36
				12,620.73
08/02/2018	45376	RWS OF MID MICHIGAN	JULY 2018 FY19 GARBAGE/RECYCLING/YARD WA	22,943.08
08/02/2018	45377	SWANK MOTION PICTURE INC.	DVD WILLOW 8/3/18	378.00
			DVD STAR WARS 8/17/18	445.00
				823.00
08/02/2018	45378	THOMAS SVRCEK	REIMB 3PC FOLD HEX/TARP	166.98
			REIMB TARP	157.98
			REIMB SUPPLIES FOR ELMS PARK	43.99
				368.95
08/02/2018	45379	TRANSNATION TITLE AGENCY	UB REFUND FOR 5296 GREENLEAF	161.52
08/02/2018	45380	TRINITY UNITED PRESBYTERIAN CHURCH	ELMS PARK DEPOSIT REFUND 7/22/18 #2	100.00
08/02/2018	45381	UNIFIRST CORPORATION	UNIFORMS, MATS, SUPPLIES, ENV.	136.40
			MATS, SUPPLIES	40.51
			MATS, SUPPLIES	40.51
			UNIFORMS, MATS, SUPPLIES, ENV.	134.59
				352.01
08/02/2018	45382	VALUE HOMES	UB REFUND FOR 52 SOMERSET	87.28
08/02/2018	45383	VEHICLE ACCESSORIES	CARGO CARRIER	145.00
08/02/2018	45384	VERMEER OF MICHIGAN	BLADE SHARPENING	52.82
08/02/2018	45385	YOLANDA CROSS	ELMS PARK DEPOSIT REFUND 7/21/18 #2	100.00
08/06/2018	45386	CONNIE ESKEW	ADVANCE AUGUST 7TH 2018 ELECTION	50.00
08/08/2018	45387	CONSUMERS ENERGY	7/1-7/31/18 TRAFFIC LIGHTS 1781	409.05
08/08/2018	45388	CONSUMERS ENERGY	7/1-7/31/18 4524 MORRISH RD	50.77
08/08/2018	45389	CONSUMERS ENERGY	7/1-7/31/18 STREET LIGHTS 1294	9,085.67
08/08/2018	45390	CONSUMERS ENERGY	7/1-7/31/18 SIRENS TRAFFIC LIGHTS 1997	27.09
08/08/2018	45391	CONSUMERS ENERGY	7/1-7/31/18 ELMS PARKING LOT AREA LIGHTS	32.37
08/08/2018	45392	GILL ROYS HARDWARE	JULY 2018 INVOICES LESS DISCOUNT	480.90
08/08/2018	45393	GLAESER DAWES	APP #8 STREET PROJECT AND WATER MAIN WOR	13,430.00
08/08/2018	45394	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES/OTHER (2)	1,250.00
08/08/2018	45395	OHM ADVISORS	FY18 2018 PM PROJ/KFC REVIEW	926.25
			FY19 2018 PM PROJECT/KFC REVIEW	946.25
				1,872.50
08/08/2018	45396	OHM ADVISORS	SPRINGBROOK EAST PHASE II ENG RVW	805.00
08/08/2018	45397	VERIZON WIRELESS	6/24-6/30/18 MONTHLY INVOICE	70.48
			7/1-7/23/18 MONTHLY INVOICE	231.61
				302.09
08/08/2018	45398	VERMEER OF MICHIGAN	EQUIP RENTAL FOR WOODCHIPPING	4,500.00
			CREDIT FOR EQUIPMENT RETURNED EARLY	(1,500.00)
				3,000.00
08/13/2018	45399	CHARTER TOWNSHIP OF MUNDY	JUNE 2018 JOINT INSP & PERMIT FEES	4,253.20
08/13/2018	45400	GENESEE COUNTY TREASURER	2017 TAXES	338.04
08/13/2018	45401	GENESEE COUNTY TREASURER	2017 TAXES	338.04
08/13/2018	45402	GENESEE COUNTY TREASURER	2017 TAXES	339.34
08/16/2018	45403	ADAM DEHMEL	UB REFUND FOR 5273 GREENLEAF	261.34

08/16/2018	45404	ADAM ZETTEL	REIMB APA MI CONF 9/20-9/22/18 REIMB HOTEL 9/19-9/21/18	420.00 593.32 1,013.32
08/16/2018	45405	BARBARA BISHOP	ELMS PARK DEPOSIT REFUND 8/4/19 #1	100.00
08/16/2018	45406	BIO-SERV CORPORATION	PEST CONTROL CITY HALL/LIBRARY-SR CTR	106.00
08/16/2018	45407	BS & A SOFTWARE	ASSESSING ANNUAL MAINT 8/1/18-8/1/19	1,194.00
08/16/2018	45408	C & M WIRE ROPE & SUPPLY CO	COIL CHAIN	57.00
08/16/2018	45409	CASSANDRA MAYNARD	ELMS PARK DEPOSIT REFUND 8/5/18 #1	100.00
08/16/2018	45410	CATHIE SHERMAN	ELMS PARK DEPOSIT REFUND 8/12/18 #1	100.00
08/16/2018	45411	CONNIE ENTZMINGER	ELMS PARK DEPOSIT REFUND 8/11/18 #1	100.00
08/16/2018	45412	CONSTRUCTION FASTENERS INC	RIGID 24" BOLT CUTTER	89.68
08/16/2018	45413	CONSUMERS ENERGY	7/6-8/5/18 A 5256 DON SHENK	27.15
08/16/2018	45414	CONSUMERS ENERGY	7/6-8/5/18 A 8301 CAPPY LN	200.24
08/16/2018	45415	CONSUMERS ENERGY	7/5-8/2/18 A 8083 CIVIC DR	664.19
08/16/2018	45416	CONSUMERS ENERGY	7/5-8/2/18 A 5121 MORRISH RD	366.22
08/16/2018	45417	CONSUMERS ENERGY	7/5-8/2/18 A 8011 MILLER RD	24.22
08/16/2018	45418	CONSUMERS ENERGY	7/5-8/2/18 A 8095 CIVIC DR	1,011.48
08/16/2018	45419	CONSUMERS ENERGY	7/5-8/2/18 A 5361 WINSHALL DR #2 RESTRMS	34.66
08/16/2018	45420	CONSUMERS ENERGY	7/5-8/2/18 A 9099 MILLER RD	35.20
08/16/2018	45421	CONSUMERS ENERGY	7/5-8/2/18 A 5361 WINSHALL DR 8369	25.45
08/16/2018	45422	CONSUMERS ENERGY	7/5-8/2/18 A 5257 WINSHALL DR	24.22
08/16/2018	45423	CONSUMERS ENERGY	7/5-8/2/18 A 8499 MILLER RD	25.33
08/16/2018	45424	CONSUMERS ENERGY	7/5-8/2/18 8059 FORTINO DR	55.26
08/16/2018	45425	CONSUMERS ENERGY	7/5-8/2/18 A 4510 MORRISH RD	32.59
08/16/2018	45426	CONSUMERS ENERGY	7/9-8/6/18 A 6425 MILLER PARK & RIDE	59.63
08/16/2018	45427	CONSUMERS ENERGY	7/9-8/6/18 A 4125 ELMS RD PAVILION 4437	29.42
08/16/2018	45428	CONSUMERS ENERGY	7/8-8/6/18 A 4125 ELMS RD 4353	51.16
08/16/2018	45429	CONSUMERS ENERGY	ANNUAL PROP RENTAL FLINT TWP	25.00
08/16/2018	45430	COOKS DIESEL RV & TRUCK REPAIR	HEATER HOSE	49.20
08/16/2018	45431	D & D TRUCK & TRAILER PARTS	AIR ELEMENT/FILTER	99.53
08/16/2018	45432	FAMILY FARM AND HOME INC	JULY 2018 INVOICES	316.16
08/16/2018	45433	FERGUSON WATERWORKS #3386	EML/SPLICE CONN (100) REG ADPT (6)/ADPT KIT (6)/R900 V4 WALL M	16.00 10,308.00 10,324.00
08/16/2018	45434	FERTILIZER DEALER SUPPLY	HOSE RUBBER DISCHARGE (24)	78.24
08/16/2018	45435	FIRST ADVANTAGE OCCUP HEALTH SER CO	CLINIC COLLECTION/MILEAGE	131.70
08/16/2018	45436	FLINT TOWNSHIP	SWR TRANS MAINT CHG 42 UNITS	63.00
08/16/2018	45437	FLINT WELDING SUPPLY	FAX/CYLINDER COMPRESSED OXYGEN	5.00
08/16/2018	45438	GLAESER DAWES	CAPPY/WINSHALL CATCH BASIN REPLACE FAIRCHILD WATER MAIN REPAIR GREENLEAF CURB STOP & BOX REPLACE MANHOLE REPAIR AT MAPLE/CRAPO BRISTOL RD HYDRAND REPLACEMENT REHAB CATCH BASIN BRISTOL/JENNIE	5,062.29 3,100.00 212.25 1,315.60 5,212.15 650.00 15,552.29
08/16/2018	45439	GLAESER DAWES	CITY HALL PARKING/DRAINAGE	7,950.00
08/16/2018	45440	GLAESER DAWES	FAX/CROSS SECTION ON MASON PAVING PROJ	148,900.00
08/16/2018	45441	GOV'T FINANCE OFFICERS ASSOC.	MEMB DUES KORTH 10/1/18-9/30/19	170.00
08/16/2018	45442	GREAT LAKES TREE EXPERTS INC	PLAY GROUND MULCH (15)/DELIVERY	405.00
08/16/2018	45443	HAVE TRACTOR WILL TRAVEL	FAX/FENCE AT ELMS PARK FAX/FENCE FOR ELMS PARK	1,900.00 4,200.00 6,100.00
08/16/2018	45444	INTEGRITY BUSINESS SOLUTIONS	KITCHEN ROLL TOWEL (4) TONER (2) TONER	147.96 414.98 57.99 620.93
08/16/2018	45445	JAMS MEDIA LLC	DON SHENK HOUSE/REQUEST FOR PUBLIC OFFER 8/7/18 PLANNING COMMISSION ORDINANCE #432	42.30 42.30 42.30 126.90

08/16/2018	45446	JOSE A MIRELES	MOW & TRIM CITY PROPERETIES/OTHER (1)	1,150.00
08/16/2018	45447	KC MITCHELL	ELMS PARK DEPOSIT REFUND 8/4/18 #3	100.00
08/16/2018	45448	LEGACY ASSESSING SERVICES INC	JULY 2018 ASSESSING SERVICES OCTOBER 201	2,515.58
08/16/2018	45449	LIBERTY TITLE AGENCY	UB REFUND FOR 5339 WORCHESTER	1.35
08/16/2018	45450	LIBERTY TITLE AGENCY	UB REFUND FOR 7080 PARKRIDGE	2.13
08/16/2018	45451	LISA KERLEY	ELMS PARK DEPOSIT REFUND 8/11/18 #4	100.00
08/16/2018	45452	MICHAEL NILES	UB REFUND FOR 5019 FIRST ST	2.03
08/16/2018	45453	MID STATES BOLT AND SCREW CO	BOLTS FOR WOOD CHIPPER	40.77
			S HOOK FOR PLAYSCAPE	19.05
				59.82
08/16/2018	45454	MY-CAN LLC	PORT-A-JON RENTAL	360.00
08/16/2018	45455	PHILLIP E CARRIERE	ELMS PARK DEPOSIT REFUND 8/11/18 #2	100.00
08/16/2018	45456	REBECCA JESS	ELMS PARK DEPOSIT REFUND 8/12/18 #2	100.00
08/16/2018	45457	SARAH CRAFTS	FULL REFUND ELMS PARK 8/12/18 #3	170.00
08/16/2018	45458	SUPER FLITE OIL CO INC	JULY 2018 FUEL - DPW	1,204.94
08/16/2018	45459	SUSAN DRUMMOND	ELMS PARK DEPOSIT REFUND 8/4/18 #2	100.00
08/16/2018	45460	TASINDA RIDSDALE	ELMS PARK DEPOSIT REFUND 8/12/18 #4	100.00
08/16/2018	45461	TRANSNATION TITLE AGENCY	UB REFUND FOR 5317 SEYMOUR RD	107.58
08/16/2018	45462	TROY JAMISON	ELMS PARK DEPOSIT REFUND 8/5/18 #2	100.00
08/16/2018	45463	UNIFIRST CORPORATION	MATS, SUPPLIES	40.51
			UNIFORMS, MATS, SUPPLIES, ENV.	141.13
			MATS, SUPPLIES	40.51
			UNIFORMS, MATS, SUPPLIES, ENV.	160.25
				382.40
08/16/2018	45464	WINS ELECTRICAL SUPPLY CO INC	GENERATOR REPAIR	99.82
			GENERATOR REPAIR	305.40
				405.22
08/16/2018	45465	ZACHARY M COE	ELMS PARK DEPOSIT REFUND 8/4/18 #4	100.00
08/20/2018	45466	BLUE CARE NETWORK-EAST MI	SEPT 2018 RETIREE MEDICAL INS/TYLER	677.90
			SEPT 2018 RETIREE MEDICAL INS/CLOLINGER	1,289.97
			SEPT 2018 COBRA INS O'BRIEN	629.86
				2,597.73
08/20/2018	45467	DELTA DENTAL PLAN	SEPT 2018 DENTAL RETIREES (6)/TAX	337.88
08/20/2018	45468	POGGEMEYER DESIGN GROUP INC	FY18 ECON DEV MARKETING, BRANDING	209.80
			FY19 ECON DEV MARKETING, BRANDING	1,363.75
				1,573.55
08/20/2018	45469	UNUM LIFE INSURANCE	SEPT 2018 RETIREE LIFE INS (3)	35.10
08/20/2018	45470	GENESEE CTY DRAIN COMMISSIONER	WATER 6/28/18-6/30/18	15,502.36
			WATER 7/1-7/31/18	160,190.96
				175,693.32
08/29/2018	45471	STATE OF MICHIGAN	STATE SHARE SPECIFIC LOCAL TAXES RETURN	541.34
08/30/2018	45472	ALEXIS KINNEY	ELMS PARK DEPOSIT REFUND 8/18/18 #3	100.00
08/30/2018	45473	CAROL E SWEET	ELMS PARK DEPOSIT REFUND 8/18/18 #1	100.00
08/30/2018	45474	CHARTER TOWNSHIP OF MUNDY	JULY 2018 JOINT INSP & PERMIT FEES	5,703.99
08/30/2018	45475	COMCAST BUSINESS	8/26-9/25/18 CITY HALL MONTHLY INVOICE	259.60
08/30/2018	45476	CONSUMERS ENERGY	7/6-8/5/18 A 8100 CIVIC DR	1,094.18
08/30/2018	45477	CYNTHIA MARTIN	ELMS PARK DEPOSIT REFUND 8/19/18 #2	100.00
08/30/2018	45478	DANIEL L RHANOR	WIRING FOR GENERATOR AT FIRE DEPT	375.00
08/30/2018	45479	DASHUNNA BEAN	ELMS PARK DEPOSIT REFUND 8/17/18 #2	100.00
08/30/2018	45480	DON FLENNIKEN	ELMS PARK DEPOSIT REFUND 8/26/18 #2	100.00
08/30/2018	45481	FERGUSON ENTERPRISES INC	WATER TABLETS	55.51
08/30/2018	45482	FERGUSON WATERWORKS #3386	WATER METER/PARTS FOR KFC	2,344.85
08/30/2018	45483	FRANCES WELCH	ELMS PARK DEPOSIT REFUND 8/19/18 #1	100.00
08/30/2018	45484	GARNO BROTHERS HEATING & COOLING CO	REPAIR A/C UNIT CITY HALL	762.50
08/30/2018	45485	GEN CTY ROAD COMMISSION	JULY 2018 S-MTCE & OPERATIONS	5,098.03
08/30/2018	45486	GLAD TIDINGS TABERNACLE	ELMS PARK DEPOSIT REFUND 8/26/18 #1	100.00
08/30/2018	45487	HIGHWAY MAINTENANCE & CONSTRUCT CO	EML/CRACK SEALING	38,137.51

08/30/2018	45488	JAMES FOSKETT	ELMS PARK DEPOSIT REFUND 8/18/18 #2	100.00
08/30/2018	45489	JODY KEY	ELECTION SUPPLIES	70.52
08/30/2018	45490	JOE WHITESIDE	ELMS PARK DEPOSIT REFUND 8/19/18 #4	100.00
08/30/2018	45491	JOHNS TRUCK SERVICE	EML/REPLACE POINTS & CONDENSER ON BUCKET	743.43
			EML/REPLACE SCRAPER HYDRAULIC LINE	225.22
				968.65
08/30/2018	45492	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	1,150.00
			MOW & TRIM CITY PROPERETIES	1,150.00
				2,300.00
08/30/2018	45493	KATHRYN G DOBEK	PHOTOS FINAL PAYMENT	400.00
08/30/2018	45494	NAKIA CLARK	ABRAMS PARK DEPOSIT REFUND 8/19/18 #2	100.00
08/30/2018	45495	OFFICE DEPOT CREDIT PLAN	OFFICE SUPPLIES	146.53
08/30/2018	45496	OHM ADVISORS	ENGINEERING SERVICES HELMSLEY DRIVE	3,298.50
08/30/2018	45497	OHM ADVISORS	KFC CONSTRUCTION SERVICES	1,562.50
08/30/2018	45498	OHM ADVISORS	SPRINGBROOK EAST PHASE II ENG RVW 1	192.50
08/30/2018	45499	OHM ADVISORS	SHARP FUNERAL HOMES ENG RVW 1	892.50
08/30/2018	45500	PARAGON LABORATORIES INC	EML/WATER SAMPLES 225084	537.00
			EML/WATER SAMPLES WO 225083	330.00
				867.00
08/30/2018	45501	PAT PRIMEAU	ELMS PARK CANCELLATION 9/8/18 #2	200.00
08/30/2018	45502	RWS OF MID MICHIGAN	AUG 2018 FY19 GARBAGE/RECYCLING/YARD WAS	23,048.02
08/30/2018	45503	SHARON BURROWS	UB REFUND FOR 9087 LUEA LN	68.42
08/30/2018	45504	SIGNATURE FORD	ROTATE AND BALANCE 4 TIRES	88.00
08/30/2018	45505	SIMEN FIGURA & PARKER PLC	JULY 2018 MONTHLY INVOICE	658.00
08/30/2018	45506	ST PAUL BAPTIST CHURCH	ELMS PARK DEPOSIT REFUND 8/18/18 #4	100.00
08/30/2018	45507	SUBURBAN AUTO SUPPLY	HEADLIGHT/PLUG	20.98
			BELT DRESSING	4.99
			AW32 HYD. OIL	42.99
				68.96
08/30/2018	45508	SWARTZ CREEK AREA FIRE DEPT.	FY19 FIRE BUDGET & MONTHLY RUNS	5,225.96
08/30/2018	45509	SWARTZ CREEK ELEVATOR	25# GRASS SEED	56.00
08/30/2018	45510	TYRONE WASHINGTON	ELMS PARK DEPOSIT REFUND 8/26/18 #3	100.00
08/30/2018	45511	UNIFIRST CORPORATION	UNIFORMS, MATS, SUPPLIES, ENV.	134.59
			UNIFORMS, MATS, SUPPLIES, ENV.	134.59
			MATS, SUPPLIES	40.51
				309.69
GEN TOTALS:				
Total of 170 Checks:				888,760.27
Less 0 Void Checks:				0.00
Total of 170 Disbursements:				888,760.27

Public Works
Monthly Work Orders

09/04/18

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
18-000011 COMPLETED	DA10-005294-0000-01	TUCKER, ELAINE 5294 DAVAL DR	08/08/18 08/09/18	WATER LEAK
BXRP18-0155 COMPLETED	HI10-009261-0000-05	CAVETTE, JEFFREY 9261 HILL RD	08/20/18 08/21/18	CURB BOX REPAIR
BXRP18-0156	DU10-005409-0000-02	SWARTSTROM, PRISCILLA 5409 DURWOOD DR	08/23/18	CURB BOX REPAIR
BXRP18-0157	JI10-009284-0000-03	TURNER, TRINA 9284 JILL MARIE LN	08/23/18	CURB BOX REPAIR
CBRP18-0015	VI10-004486-0000-02	HAJEC, WALTER 4486 VIRGINIA CT	08/28/18	CATCH BASIN REPAI
DRAN18-0062	SP10-004276-0000-01	CARRIERE, PHILLIP 4276 SPRINGBROOK DR	08/27/18	STORM DRAINS
FLAG18-0192 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/20/18 08/21/18	LOWER/RAISE FLAG
FLAG18-0193 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/29/18 09/03/18	LOWER/RAISE FLAG
FNRD18-1406	LU10-009087-0000-02	BURROWS, BASIL 9087 LUEA LN	08/16/18	FINAL READ
FNRD18-1410 COMPLETED	GR10-005273-0000-05	DEHMEL, ADAM 5273 GREENLEAF DR	08/01/18 08/02/18	FINAL READ
FNRD18-1411 COMPLETED	CH20-008493-0000-10	GEBRAEL MANAGEMENT 8493 CHESTERFIELD DR	08/02/18 08/02/18	FINAL READ
FNRD18-1412 COMPLETED	CH20-008480-0000-03	ROBERTS, SAMANTHA 8480 CHESTERFIELD DR	08/03/18 08/03/18	FINAL READ
FNRD18-1413 COMPLETED	LU10-009081-0000-01	EVANISH, TERRY 9081 LUEA LN	08/17/18 08/17/18	FINAL READ
FNRD18-1414 COMPLETED	PA10-007024-0000-01	RHOADES, DONALD 7024 PARK RIDGE PKY	08/13/18 08/14/18	FINAL READ
FNRD18-1415 COMPLETED	CE10-009269-0000-05	NEMER, DANNY 9269 CEDAR CREEK CT	08/13/18 08/13/18	FINAL READ
FNRD18-1416 COMPLETED	HT10-003358-0000-01	VUCKOVICH, PATRICIA 3358 HERITAGE BLVD	08/13/18 08/15/18	FINAL READ
FNRD18-1417 COMPLETED	DO10-005328-0000-01	CARB, BETTY L 5328 DON SHENK DR	08/22/18 08/22/18	FINAL READ
FNRD18-1418 COMPLETED	WO10-005364-0000-01	RIGDON, DAVID 5364 WORCHESTER DR	08/21/18 08/21/18	FINAL READ
FNRD18-1419 COMPLETED	IN10-008083-0000-07	GOYETTE, PAUL 8083 INGALLS ST	08/16/18 08/16/18	FINAL READ
FNRD18-1420 COMPLETED	EL10-003500-0000-02	MESSINGER, TRACY 3500 ELMS RD	08/20/18 08/21/18	FINAL READ

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
FNRD18-1421	ST10-006227-0000-01	LOUMAN, DAN 6227 ST CHARLES PASS	08/21/18	FINAL READ
FNRD18-1423 COMPLETED	DY10-003266-0000-02	MILLER, KURT 3266 DYE RD	08/23/18 08/23/18	FINAL READ
FNRD18-1424 COMPLETED	DY10-003266-0120-07	MILLER, KURT 3266 1/2 DYE RD	08/23/18 08/23/18	FINAL READ
FNRD18-1425 COMPLETED	MI10-006355-0000-01	KELLEY, CURTIS 6355 MILLER RD	08/29/18 08/29/18	FINAL READ
FNRD18-1426 COMPLETED	WO10-005364-0000-02	SZABO, AARON 5364 WORCHESTER DR	08/27/18 08/27/18	FINAL READ
FNRD18-1427 COMPLETED	KI10-000055-0000-04	BUNING, DARRELL 55 KINGSLEY DR	08/28/18 08/29/18	FINAL READ
GWO18-0488 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/06/18 08/06/18	GENERIC WORK ORDE
GWO18-0489 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/08/18 08/08/18	GENERIC WORK ORDE
GWO18-0491 COMPLETED	EL10-004125-0000-01	ELMS PARK 4125 ELMS RD	08/02/18 08/02/18	GENERIC WORK ORDE
GWO18-0492 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	08/23/18 08/23/18	GENERIC WORK ORDE
INSP18-000018 COMPLETED	WO10-005111-0000-02	HOWARD, RENAE 5111 WORCHESTER DR	08/15/18 08/16/18	TREE INSPECTION
INSP18-000019	SE20-005225-0000-02	WIEDERMAN, JEFFREY 5225 SEYMOUR RD	08/23/18	TREE INSPECTION
LNDS18-0139 COMPLETED	MO10-005123-0000-01	HAWKS, BRAD 5123 MORRISH RD	08/14/18 08/14/18	LANDSCAPING
LNDS18-0140 COMPLETED	DO10-005148-0000-01	DE FLORIO, LINDA 5148 DON SHENK DR	08/16/18 08/16/18	LANDSCAPING
LNDS18-0141 COMPLETED	DU10-005326-0000-01	WYATT, DONALD 5326 DURWOOD DR	08/16/18 08/23/18	LANDSCAPING
MNT18-0276 COMPLETED	CI10-008095-000B-01	SENIOR CENTER 8095 CIVIC DR 000B	08/10/18 08/13/18	BUILDING MAINTENA
MNT18-0277 COMPLETED	EL10-004125-0000-01	ELMS PARK 4125 ELMS RD	08/14/18 08/15/18	BUILDING MAINTENA
MNT18-0278 COMPLETED	CI10-008095-000B-01	SENIOR CENTER 8095 CIVIC DR 000B	08/16/18 08/16/18	BUILDING MAINTENA
MNT18-0279 COMPLETED	CI10-008095-000B-01	SENIOR CENTER 8095 CIVIC DR 000B	08/16/18 08/20/18	BUILDING MAINTENA
MTRP18-0553 COMPLETED	VI10-004486-0000-02	HAJEC, WALTER 4486 VIRGINIA CT	08/14/18 08/14/18	METER REPAIR
MTRP18-0554 COMPLETED	CR10-008083-0000-07	CRAWLEY, JUSTIN 8083 CRAPO ST	08/22/18 08/22/18	METER REPAIR
READ18-0623	HT10-003449-0000-01	KESSLER, JOANNE	08/20/18	READ METER

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
COMPLETED		3449 HERITAGE BLVD	08/20/18	
READ18-0624 COMPLETED	KR20-004276-0000-01	SPRINGVALE ASSISTED LIVING 4276 KROGER DR	08/02/18 08/02/18	READ METER
READ18-0625 COMPLETED	MY10-004379-0000-01	URECHE, STEVEN 4379 MAYA LN	08/16/18 08/16/18	READ METER
READ18-0626	MA20-008041-0000-05	ADOLPH, MATTHEW 8041 MAPLE ST	08/21/18	READ METER
RPLR18-0030 COMPLETED	EL20-007510-0000-06	SCAVARDA, ANTHONY 7510 ELIZABETH CT	08/15/18 08/15/18	REPLACE READER
RPLR18-0031 COMPLETED	YA10-007036-0000-03	ROBISON, JACK 7036 YARMY DR	08/17/18 08/17/18	REPLACE READER
SI-000023 COMPLETED	MI10-007365-0000-01	TREASURER-HOPE LUTHERN CHURC 7365 MILLER RD	08/13/18 08/13/18	SIGNS
SI-000024 COMPLETED	SE20-005464-0000-02	PFEIFFER, BEATRIZ 5464 SEYMOUR RD	08/20/18 08/20/18	SIGNS
SWBK18-0073 COMPLETED	DO10-005362-0000-02	FOOTE, DEBBIE 5362 DON SHENK DR	08/27/18 08/27/18	SEWER BACKUP
WBKU18-0052 COMPLETED	SE20-005245-0000-01	ANDERSON, TIMOTHY 5245 SEYMOUR RD	08/16/18 08/16/18	WATER BACK UP-CHE
WOFF18-2016 COMPLETED	DO10-005267-0000-07	RYAN, TRAVIS 5267 DON SHENK DR	08/15/18 08/15/18	WATER TURN OFF
WOFF18-2017 CANCELLED	JI10-009203-0000-03	CUMMINS, JESSE 9203 JILL MARIE LN	08/15/18 08/15/18	WATER TURN OFF
WOFF18-2018 COMPLETED	DU10-005346-0000-01	GRAZIANO, REBECCA 5346 DURWOOD DR	08/15/18 08/15/18	WATER TURN OFF
WOFF18-2019 COMPLETED	MA20-008041-0000-05	ADOLPH, MATTHEW 8041 MAPLE ST	08/15/18 08/15/18	WATER TURN OFF
WOFF18-2020 CANCELLED	WI30-005441-0000-02	MAY, GARY 5441 WITNEY CT	08/15/18 08/15/18	WATER TURN OFF
WOFF18-2021 CANCELLED	CH20-008506-0000-02	CAMPBELL, BRIAN D 8506 CHESTERFIELD DR	08/15/18 08/15/18	WATER TURN OFF
WOFF18-2022 COMPLETED	WO10-005364-0000-01	RIGDON, DAVID 5364 WORCHESTER DR	08/15/18 08/15/18	WATER TURN OFF
WOFF18-2023 COMPLETED	CA10-008414-0000-01	WINELAND, BILLY 8414 CAPPY LN	08/20/18 08/20/18	WATER TURN OFF
WOFF18-2024 COMPLETED	FA10-005069-0000-01	SOVEREIGN GRACE BAPTIST CHUR 5069 FAIRCHILD ST	08/20/18 08/20/18	WATER TURN OFF
WOFF18-2025 COMPLETED	FO10-005014-0000-04	PERKINS, BRIAN 5014 FORD ST	08/20/18 08/20/18	WATER TURN OFF
WOFF18-2026 CANCELLED	HT10-003420-0000-00	BAEHR, KARL 3420 HERITAGE BLVD	08/20/18 08/20/18	WATER TURN OFF
WOFF18-2027 COMPLETED	MI10-005286-0000-02	BARLOW, ROBERT P 5286 MILLER RD	08/20/18 08/20/18	WATER TURN OFF

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
WOFF18-2028 COMPLETED	OA10-009210-0000-02	ROWLEY, JACQUELINE 9210 OAKVIEW DR	08/20/18 08/20/18	WATER TURN OFF
WOFF18-2029 CANCELLED	SE20-005291-0000-04	CESARO, MICHAEL 5291 SEYMOUR RD	08/20/18 08/20/18	WATER TURN OFF
WOFF18-2030 CANCELLED	MI10-007336-0000-01	SPOONER, BRYAN 7336 MILLER RD	08/20/18 08/20/18	WATER TURN OFF
WOFF18-2031 COMPLETED	CH20-009055-0000-04	SLACKTA, MICHELLE 9055 CHESTERFIELD DR	08/22/18 08/22/18	WATER TURN OFF
WOFF18-2032 CANCELLED	DY10-003266-0000-02	MILLER, KURT 3266 DYE RD	08/22/18 08/22/18	WATER TURN OFF
WOFF18-2033 CANCELLED	DY10-003266-0120-07	MILLER, KURT 3266 1/2 DYE RD	08/22/18 08/22/18	WATER TURN OFF
WOFF18-2034 COMPLETED	BR10-005032-0000-01	JOZWIAK, BERNADETTE 5032 BRADY ST	08/22/18 08/22/18	WATER TURN OFF
WOFF18-2035 COMPLETED	DU10-005264-0000-01	SCHMIDT, ROBERT 5264 DURWOOD DR	08/22/18 08/22/18	WATER TURN OFF
WOFF18-2036 CANCELLED	DU10-005374-0000-05	COURTNEY, MICHAEL 5374 DURWOOD DR	08/22/18 08/22/18	WATER TURN OFF
WOFF18-2037 CANCELLED	DU10-005409-0000-02	SWARTSTROM, PRISCILLA 5409 DURWOOD DR	08/22/18 08/22/18	WATER TURN OFF
WOFF18-2038 COMPLETED	GR20-007503-0000-01	SEELYE, M S 7503 GROVE ST	08/22/18 08/22/18	WATER TURN OFF
WOFF18-2039 CANCELLED	JI10-009284-0000-03	TURNER, TRINA 9284 JILL MARIE LN	08/22/18 08/22/18	WATER TURN OFF
WOFF18-2040 CANCELLED	MI10-008406-0000-01	SCANLON, GEORGE 8406 MILLER RD	08/22/18 08/22/18	WATER TURN OFF
WOFF18-2041 COMPLETED	MO10-004426-0000-01	SWEENEY, DONALD 4426 MORRISH RD	08/22/18 08/22/18	WATER TURN OFF
WOFF18-2042 CANCELLED	WO10-005192-0000-01	MORRISON, PAUL W 5192 WORCHESTER DR	08/22/18 08/22/18	WATER TURN OFF
WOFF18-2043 COMPLETED	WO10-005210-0000-02	TANNER, REBECCA 5210 WORCHESTER DR	08/22/18 08/22/18	WATER TURN OFF
WOFF18-2044 CANCELLED	FA10-005050-0000-03	PROMENCHENKEL, TIFFANYE 5050 FAIRCHILD ST	08/28/18 08/28/18	WATER TURN OFF
WOFF18-2045 CANCELLED	SE20-005276-0000-04	EDGAR, GARY JR 5276 SEYMOUR RD	08/28/18 08/28/18	WATER TURN OFF
WOFF18-2046 COMPLETED	MA20-008095-0000-03	PASHEEK, RYAN L 8095 MAPLE ST	08/29/18 08/29/18	WATER TURN OFF
WOFF18-2047 COMPLETED	TH10-005029-0000-01	CARR, RONALD 5029 THIRD ST	08/29/18 08/29/18	WATER TURN OFF
WOFF18-2048 COMPLETED	WI20-005051-0000-06	VANDERLAAN, JODI 5051 WINSTON DR	08/29/18 08/29/18	WATER TURN OFF
WTON18-1022 City Council Packet	00-005346-0000-01	GRAZIANO, REBECCA	08/15/18 September 10, 2018	WATER TURN ON

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
COMPLETED		5346 DURWOOD DR	08/15/18	
WTON18-1233	DO10-005267-0000-07	RYAN, TRAVIS	08/15/18	WATER TURN ON
COMPLETED		5267 DON SHENK DR	08/15/18	
WTON18-1234	WO10-005364-0000-01	RIGDON, DAVID	08/15/18	WATER TURN ON
COMPLETED		5364 WORCHESTER DR	08/15/18	
WTON18-1235	OA10-009210-0000-02	ROWLEY, JACQUELINE	08/20/18	WATER TURN ON
COMPLETED		9210 OAKVIEW DR	08/20/18	
WTON18-1236	FO10-005014-0000-04	PERKINS, BRIAN	08/20/18	WATER TURN ON
COMPLETED		5014 FORD ST	08/20/18	
WTON18-1237	MA20-008041-0000-05	ADOLPH, MATTHEW	08/20/18	WATER TURN ON
COMPLETED		8041 MAPLE ST	08/20/18	
WTON18-1238	MI10-005286-0000-02	BARLOW, ROBERT P	08/21/18	WATER TURN ON
COMPLETED		5286 MILLER RD	08/21/18	
WTON18-1239	CH20-009055-0000-04	SLACKTA, MICHELLE	08/22/18	WATER TURN ON
COMPLETED		9055 CHESTERFIELD DR	08/22/18	
WTON18-1240	WO10-005210-0000-02	TANNER, REBECCA	08/23/18	WATER TURN ON
COMPLETED		5210 WORCHESTER DR	08/23/18	
WTON18-1241	WA10-007459-0000-07	YOUNG, BRIAN	08/27/18	WATER TURN ON
COMPLETED		7459 WADE ST	08/27/18	
WTON18-1242	FA10-005069-0000-01	SOVEREIGN GRACE BAPTIST CHUR	08/24/18	WATER TURN ON
COMPLETED		5069 FAIRCHILD ST	08/24/18	
WTON18-1243	BR10-005032-0000-01	JOZWIAK, BERNADETTE	08/24/18	WATER TURN ON
COMPLETED		5032 BRADY ST	08/27/18	
WTON18-1244	WI20-005051-0000-06	VANDERLAAN, JODI	08/29/18	WATER TURN ON
		5051 WINSTON DR		

Total Records: 97

Report Generated: 9/4/2018 3:47 PM
Report Options: Scheduled From: 8/1/2018 To: 8/31/2018

DPS ACTIVITY AUGUST 2018

	REGULAR	HOLIDAY	VACATION	ABSENT	OT	DT
101 GENERAL FUND						
262.0 ELECTIONS	9.00		3.29	0.07		
345.0 P S BLDG	39.00			3.18		
781.0 AMPHI-PARK	3.00		1.29			
782.0 ABRAMS PARK	21.00	0.15	2.84	0.52		
783.0 ELMS PARK	98.50	1.69	6.86	3.69		
784.0 BICENT. PARK						
790.0 SENIOR CENTER/LIBRARY	30.25			3.04		
793.0 CITY HALL	14.40			0.97		
794.0 COMM PROMO	55.25	0.77	3.54	3.05	1.50	
796.0 CEMETERY						
202 MAJOR STREET FUND						
429.0 SAFETY						
441.0 PARK & RIDE	26.00			0.32		
463.0 STREET MAIN	79.00	2.33	20.26	0.44		
474.0 TRAFFIC	2.00	0.15	0.38	0.03		
478.0 SNOW & ICE						
482.0 ADMIN	10.75		0.44	3.25		
203 LOCAL STREET FUND						
429.0 SAFETY						
463.0 STREET MAIN	61.00		17.33	0.67		
474.0 TRAFFIC	2.00			0.07		
478.0 SNOW & ICE						
482.0 ADMIN	10.75		0.44	3.25		
226 GARBAGE FUND						
528.0 COLLECT						
530.0 WOODCHIPPING	96.50	1.23	21.42	1.99		
782.0 WINSHALL PARK GARBAGE	24.00		1.74	0.69	4.00	4.00
783.0 ELMS PARK GARBAGE	26.00		1.74	0.72	4.50	4.00
793.0 CITY HALL	3.60			0.24		
590 WATER						
540.0 WATER SYSTEM	93.36		7.99	11.57		
540.0 WATER-ON CALL	3.00		2.61			
542.0 READ & BILL	57.13	0.38	2.26	2.62		
793.0 CITY HALL	9.00			0.61		
591 SEWER						
536.0 SEWER SYSTEM	51.13	0.77	7.13	5.37		
536.0 SEWER-ON CALL	3.00		2.61			
537.0 LIFT STATION	5.25		0.33	1.08		
542.0 READ & BILL	57.13	0.38	2.26	2.62		
793.0 CITY HALL	9.00			0.61		
661 MOTOR POOL FUND						
795.0 CITY GARAGE	23.00	0.15	1.24	1.33		
DAILY HOURS TOTAL	923.00	8.00	108.00	52.00	10.00	8.00

DPS Equipment Rental
 August 2018
 Page 1

Nature Of Work	4WD 7-15,3-08 2-08, 09-03	4WD 7-15,3-08 2-08, 09-03a	2WD 5-16	JCB Backhoe 06'00	Backhoe w/breaker 06'00a	Bucket Truck 6-99	Brush Hog 09'02	Dump 11	Dump w/plow 11a	Dump 12'02	Dump w/plow 12'02a	Dump 12-04	Dump w/plow 12-04a
101.262 Elections	4												
101.450 Forestry	3												
101.781 Pajtas Amphi	12		2										
101.782 Winshall Pk	43		10	1				4				3	
101.783 Elms Pk													
101.784 Bicentennial Pk	34.5		2										
101.790 Sen Ctr./Lib	26		2										
101.345 PS Bldg	38.5		2										
101.793 City Hall	15		3										
101.794 Comm.Promo													
661.795 City Garage								11				13	
101.796 City Cem	35		2	1				3					
202.463 Maint. Major	1		2										
202.474 Traffic-Major			2										
202.478 Snow/Ice-Maj													
202.482 Major-Admin	24		12										
203.463 Maint-Local	33.5		2					2				2	
203.474 Traffic-Local													
203.478 Snow/Ice-Local													
203.482 Local-Admin	4		12										
226.528 Waste Collect	32												
226.530 Woodchipping	72.5		37					26					
590.540 Water System	28		3.5										
590.542 Water-Read/Bill	10		25										
591.536 Sewer System			4										
591.537 Sewer Lift Stat	17												
226.782 Winshall Pk Gbg	17												
226.783 Elms Pk Gbg	28		3.5										
591.542 Sewer Read/Bill	478	0	126	2	0	0	0	29	0	17	0	18	0
Total													

DPS Equipment Rental
 August 2018
 Page 2

Nature Of Work	Portable Generator	Case Backhoe 17	Sweeper	JD Tractor 19	Chipper	#42 Arrow	Arrow Board	Trailer	Roller	Pressure Washer	Post Hole Digger	01'98	Kubota 5-18
101.262 Elections													
101.450 Forestry													
101.781 Pajitas Amphitheater													
101.782 Winshall Pk		1											1.5
101.783 Elms Pk		8											1
101.784 Bicentennial Pk													
101.790 Sen Ctr./Lib													
101.345 PS Bldg													0.5
101.793 City Hall													
101.794 Comm Promo													14
661.795 City Garage		4											
101.796 City Cem													
202.463 Maint. Major			28	6	1								
202.474 Traffic-Major		1											
202.478 Snow/Ice-Maj													
202.482 Major-Admin													
203.463 Maint-Local		9	10	2		4							1
203.474 Traffic-Local													
203.478 Snow/Ice-Local													
203.482 Local-Admin													
226.528 Wast Collect													
226.530 Woodchipping					29								
590.540 Water System													
590.542 Water-Read/Bill													
591.536 Sewer System													
591.537 Sewer Lift Stat													
Total	0	23	38	8	30	4	0	0	0	0	0	0	18

August 2018	MILES DRIVEN		GALLONS GAS PURCHASED		GALLONS DIESEL PURCHASED
#5-16 2WD gas	1182.0		78.0		
#7-15 4WD gas	425.0		64.2		
#3-08 P/U 4WD gas	191.0		25.0		
09-03 P/U 4WD diesel	800.0				72.1
#2-08 P/U 4WD gas	407.0		50.2		
#6-00 BACKHOE diesel					
#11 DUMP gas	98.0		33.2		
#12-02 DUMP diesel	156.0				34.0
#12-04 DUMP diesel	179.0				48.0
#12-99 GENERATOR gas					
#17 CASE BACKHOE diesel					15.0
#19 JD TRACTOR diesel					
#06-99 BUCKET TRUCK gas					
#21 WOOD CHIPPER diesel					28.1
#807 STREET SWEEPER diesel	165.0				73.0
#42 ASPHALT HEATER diesel					
#37 TRAIL ARROW					
#10-15 GEN gas					
#5-18 KUBOTA (Hours)	9.7 hrs		5.4		
gas can			15.0		
TOTAL	3603.0		271.0		270.2

City of Swartz Creek

Building Permit List

2018

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
Building							
PB1800038	08/02/18	J.W. Morgan Construction	(810) 635 9228	58-35-200-014	\$144,761	\$978.00 8023 BRISTOL RD	48473-Res Single Family
PB1800040	08/07/18	Double J Contracting	(810) 449 4925	58-02-530-045	\$0	\$100.00 8012 MAPLE ST	48473-Roofing
PB1800041	08/20/18	JAMISON, DAWN		58-01-100-035	\$36,000	\$293.00 5015 HOLLAND DR	48473-Roofing
Total:		3 Permits	Value: \$180,761		Fee Total: \$1,371.00		Total Number of Dwelling Units 1
Electrical							
PE1800031	08/07/18	B & W Electric	(810) 397 4246	58-36-676-073	\$0	\$390.00 4252 LINDSEY DR	48473 Electrical
Total:		1 Permits	Value: \$0		Fee Total: \$390.00		Total Number of Dwelling Units 0
Mechanical							
PM180042	08/22/18	Goyette Mechanical	(810) 742 8530	58-03-527-001	\$0	\$160.00 9159 CHESTERFIELD DR	48473-Mechanical
Total:		1 Permits	Value: \$0		Fee Total: \$160.00		Total Number of Dwelling Units 0
Plumbing							
PP180015	08/01/18	Ballard Plbg Co	(810) 691 9077	58-30-651-094	\$0	\$325.00 3264 HERITAGE BLVD	48473-Plumbing
PP180016	08/07/18	Staley's Plbg & Htg, Inc.	(810) 659 5572	58-03-531-002	\$0	\$134.00 9194 CHESTERFIELD DR	48473-Plumbing
Total:		2 Permits	Value: \$0		Fee Total: \$459.00		Total Number of Dwelling Units 0

City of Swartz Creek

Building Permit List

2018

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
Right of Way							
PROW-0084	08/06/18	CONSUMERS ENERGY		58-02-200-032	\$0	\$100.00	5200 MORRISH RD 48473-Right of way
PROW-0085	08/16/18	CONSUMERS ENERGY COM		58-25-576-021	\$0	\$100.00	7028 BRISTOL RD 48473-Right of way
PROW-0086	08/20/18	CONSUMERS ENERGY		58-03-532-033	\$0	\$100.00	5309 OAKVIEW DR 48473-Right of way
PROW-0087	08/23/18	CONSUMERS ENERGY COM		58-36-576-001	\$0	\$100.00	7026 MILLER RD 48473-Right of way
PROW-0088	08/23/18	RANDALL, DAVID O SR & D		58-02-200-032	\$0	\$150.00	5200 MORRISH RD 48473-Right of way
PROW-0089	08/27/18	RANDALL, DAVID O SR & D		58-02-200-030	\$0	\$150.00	5220 MORRISH RD 48473-Right of way
PROW-0090	08/29/18	CONSUMERS ENERGY		58-31-526-011	\$0	\$100.00	6149 BRISTOL RD 48473-Right of way
PROW-0091	08/30/18	CONSUMERS ENERGY COM		58-36-576-001	\$0	\$100.00	7026 MILLER RD 48473-Right of way
Total:		8 Permits		Value: \$0		Fee Total: \$900.00	Total Number of Dwelling Units 0
Zoning							
PZ18-0019	08/02/18	Allen Industries	(248) 348 8150	58-36-100-015	\$25,000	\$210.00	4131 MORRISH RD 48473-Sign
PZ18-0020	08/07/18	OSTWALD, JOHN W		58-03-528-017	\$0	\$25.00	9050 CHELMSFORD DR 48473-Shed
PZ18-0021	08/14/18	VIK, GERALD & JAMIE		58-35-776-038	\$0	\$25.00	38 SOMERSET ST 48473-Shed
PZ18-0022	08/14/18	RANDALL, DAVID O SR & D		58-02-200-032	\$9,700	\$25.00	5200 MORRISH RD 48473-Fence
Total:		4 Permits		Value: \$34,700		Fee Total: \$285.00	Total Number of Dwelling Units 0
Permit Total: 19				Value: \$215,461		Fee Total: \$3,565.00	

City of Swartz Creek Building Permit List 2018

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
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Permit.DateIssued Between 8/1/2018 12:00:00
AM AND 8/31/2018 11:59:59 PM

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
5260 BIRCHCREST DR	58-03-531-047	Backfill	08/01/2018	08/01/2018	Approved
5260 BIRCHCREST DR	58-03-531-047	Temporary Service	08/01/2018	08/01/2018	Approved
5127 WORCHESTER DR	58-02-502-017	Site Inspection	08/01/2018	08/01/2018	Violation(s)
7438 CROSSCREEK DR	58-36-651-097	Final	08/02/2018	08/02/2018	Approved
8084 MILLER RD	58-35-576-028	Final	08/02/2018	08/02/2018	Approved
5123 MORRISH RD	58-01-100-021	Site Inspection	08/02/2018	08/07/2018	Violation(s)
5316 SEYMOUR RD	58-03-531-059	Final Zoning	08/02/2018	08/02/2018	Approved
7026 MILLER RD	58-36-576-001	Ordinance	08/03/2018		
7512 GROVE ST	58-01-100-019	Ordinance	08/03/2018		
5159 OAKVIEW DR	58-02-501-100	Final	08/06/2018	08/06/2018	Approved
9048 CHESTERFIELD DR	58-03-526-005	Final	08/06/2018	08/06/2018	Approved
5260 BIRCHCREST DR	58-03-531-047	Footing-Garage	08/06/2018	08/06/2018	Approved
8032 INGALLS ST	58-02-529-008	Final-Admin	08/07/2018	08/07/2018	Approved
4252 LINDSEY DR	58-36-676-073	Rough	08/07/2018	08/07/2018	Approved
6365 AUGUSTA ST	58-30-651-005	Rough	08/07/2018	08/07/2018	Approved
4252 LINDSEY DR	58-36-676-073	Rough	08/07/2018	08/07/2018	Approved
3264 HERITAGE BLVD	58-30-651-094	Rough	08/07/2018	08/07/2018	Approved
4252 LINDSEY DR	58-36-676-073	Service	08/07/2018	08/07/2018	Approved
4252 LINDSEY DR	58-36-676-073	Rough	08/07/2018	08/07/2018	Approved
4272 LINDSEY DR	58-36-676-069	Insulation	08/07/2018	08/07/2018	Approved
8012 MAPLE ST	58-02-530-045	Open Roof	08/07/2018	08/07/2018	Approved
6115 MILLER RD	58-31-527-005	Final	08/07/2018	08/07/2018	Approved
5248 DURWOOD DR	58-03-533-134	Final-Admin	08/07/2018	08/07/2018	Approved
7084 MILLER RD	58-36-576-012	Final Zoning	08/07/2018	08/07/2018	Approved
4252 LINDSEY DR	58-36-676-073	Underground	08/07/2018	08/07/2018	Approved
5304 DON SHENK DR	58-02-552-010	Ordinance	08/07/2018	08/07/2018	Violation(s)
7028 BRISTOL RD	58-25-576-021	Backfill	08/08/2018	08/08/2018	Approved
4252 LINDSEY DR	58-36-676-073	Rough	08/08/2018	08/08/2018	Approved
6509 BRISTOL RD	58-31-501-007	Ordinance	08/08/2018	08/08/2018	Violation(s)
8051 CRAPO ST	58-02-530-025	Follow Up	08/08/2018	08/08/2018	Complied
6299 ST CHARLES PASS	58-30-651-057	Final	08/09/2018	08/09/2018	Approved
3264 HERITAGE BLVD	58-30-651-094	Rough	08/09/2018	08/09/2018	Approved
7026 MILLER RD	58-36-576-001	Rough Wall	08/09/2018	08/09/2018	Approved
5304 DON SHENK DR	58-02-552-010	Status	08/09/2018	08/13/2018	Complied
5123 MORRISH RD	58-01-100-021	Status	08/09/2018	08/09/2018	No Change
7026 MILLER RD	58-36-576-001	Rough In Wall	08/09/2018	08/09/2018	Approved

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
8023 BRISTOL RD	58-35-200-014	Footing	08/09/2018	08/09/2018	Approved
7026 MILLER RD	58-36-576-001	Rough	08/10/2018	08/10/2018	Approved
5014 FORD ST	58-02-528-012	Citation	08/13/2018	08/13/2018	No Change
5032 BRADY ST	58-02-527-007	Citation	08/13/2018	08/13/2018	Not Complied
7512 GROVE ST	58-01-100-019	Citation	08/13/2018	08/13/2018	No Change
5120 WINSTON DR	58-02-501-047	Citation	08/13/2018	08/13/2018	Partially Complied
5220 MORRISH RD	58-02-200-030	Status	08/13/2018	08/13/2018	Partially Complied
8343 MILLER RD	58-02-504-005	Ordinance	08/13/2018		
8505 CHESTERFIELD DR	58-02-501-054	Ordinance	08/13/2018		
3264 HERITAGE BLVD	58-30-651-094	Rough	08/13/2018	08/13/2018	Approved
4131 MORRISH RD	58-36-100-015	Hard Lid-Lobby Are	08/13/2018	08/13/2018	Approved
9103 CHESTERFIELD DR	58-03-527-014	Final	08/14/2018	08/14/2018	Locked Out
4131 MORRISH RD	58-36-100-015	Final	08/14/2018	08/14/2018	Approved
4131 MORRISH RD	58-36-100-015	Above Ceiling	08/14/2018	08/14/2018	Approved
7028 BRISTOL RD	58-25-576-021	Trench Footing-Gar:	08/14/2018	08/14/2018	Approved
8012 MAPLE ST	58-02-530-045	Final	08/15/2018	08/15/2018	Approved
7026 MILLER RD	58-36-576-001	Insulation	08/15/2018	08/15/2018	Approved
5351 WORCHESTER DR	58-03-578-013	Status	08/16/2018	08/21/2018	Partially Complied
6509 BRISTOL RD	58-31-501-007	Status	08/16/2018	08/21/2018	Partially Complied
5286 MILLER RD	58-29-551-020	Final-Reinspection	08/16/2018	08/16/2018	Approved
5286 MILLER RD	58-29-551-020	Final-Reinspection	08/16/2018	08/16/2018	Approved
4252 LINDSEY DR	58-36-676-073	Insulation	08/16/2018	08/16/2018	Approved
5251 SEYMOUR RD	58-03-533-014	Ordinance	08/16/2018	08/21/2018	Violation(s)
5178 SEYMOUR RD	58-03-531-074	Ordinance	08/16/2018	08/21/2018	Violation(s)
7028 BRISTOL RD	58-25-576-021	Underground	08/16/2018	08/16/2018	Disapproved
3264 HERITAGE BLVD	58-30-651-094	Insulation	08/16/2018	08/16/2018	Approved
4252 LINDSEY DR	58-36-676-073	Masonary	08/16/2018	08/16/2018	Disapproved
5138 MORRISH RD	58-02-200-021	Reinspection	08/16/2018	08/16/2018	Complied
7028 BRISTOL RD	58-25-576-021	garage floor	08/20/2018	08/20/2018	Approved
7028 BRISTOL RD	58-25-576-021	Basement Floor	08/20/2018	08/20/2018	Approved
8023 BRISTOL RD	58-35-200-014	Backfill	08/20/2018	08/20/2018	Approved
5127 WORCHESTER DR	58-02-502-017	Letter	08/20/2018	08/20/2018	Violation(s)
8023 BRISTOL RD	58-35-200-014	Backfill	08/20/2018	08/20/2018	Not Ready
9194 CHESTERFIELD DR	58-03-531-002	Final	08/21/2018	08/21/2018	Approved
7028 BRISTOL RD	58-25-576-021	Underground-Reinsf	08/21/2018	08/21/2018	Approved
6365 AUGUSTA ST	58-30-651-005	Rough	08/21/2018	08/21/2018	Approved

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
4252 LINDSEY DR	58-36-676-073	Progress	08/22/2018	08/22/2018	Approved
5360 WINSHALL DR	58-02-553-002	Ordinance	08/22/2018		
5127 WORCHESTER DR	58-02-502-017	Status	08/23/2018	08/23/2018	Partially Comple
5123 MORRISH RD	58-01-100-021	Status	08/23/2018	08/28/2018	Partially Comple
5366 WINSHALL DR	58-02-553-001	Ordinance	08/23/2018	08/28/2018	Partially Comple
3500 ELMS RD	58-25-576-007	Ordinance	08/23/2018	08/28/2018	Complied
5365 WORCHESTER DR	58-03-578-015	Code	08/24/2018		
8493 CHELMSFORD DR	58-02-501-027	Final	08/28/2018	08/28/2018	Approved
6365 AUGUSTA ST	58-30-651-005	Rough	08/28/2018	08/28/2018	Approved
7029 MILLER RD	58-36-577-008	Code	08/28/2018		
7025 MILLER RD	58-36-577-006	Code	08/28/2018		
7041 MILLER RD	58-36-577-010	Code	08/28/2018		
7512 GROVE ST	58-01-100-019	Code	08/28/2018		
4048 MORRISH RD	58-35-200-015	Code	08/28/2018		
7028 BRISTOL RD	58-25-576-021	Service	08/28/2018	08/28/2018	Approved
8090 MAPLE ST	58-02-530-010	Ordinance	08/28/2018		
5170 MORRISH RD	58-02-530-044	Ordinance	08/28/2018		
5020 FORD ST	58-02-528-009	Ordinance	08/28/2018	08/28/2018	Violation(s)
3441 ELMS RD	58-30-551-006	Final	08/29/2018		
7594 MILLER RD	58-36-552-004	Code	08/29/2018		
5393 DON SHENK DR	58-03-579-013	Follow Up	08/29/2018	08/29/2018	Complied
9027 MILLER RD	58-03-530-002	Ordinance	08/30/2018		

Inspections: 94

Population: All Records

Inspection.DateTimeScheduled Between 8/1/2018 12:00:00 AM AND 8/31/2018 11:59:59 PM

Certificates With Inspections

09/04/2018

Certificate Number	Address	Date Applied	Since	Issued	Last Inspection	Expires	Status
CR160071	5393 DON SHENK DR	03/29/2018		08/29/2018	08/29/2018	08/29/2019	Certified
Follow Up	JKEY	Matt Hart	Completed	Complied			
Initial	JKEY	Matt Hart	Completed	Violation(s)			
CR160066	8051 CRAPO ST	11/17/2016		08/28/2018	08/08/2018	08/28/2020	Certified
Follow Up	MATT	Matt Hart	Completed	Complied			
Follow Up	JKEY	Matt Hart	Completed	Locked Out			
Initial	JKey	Matt Hart	Completed	Violation(s)			
CR160114	5138 MORRISH RD	11/18/2016	11/18/2016	08/28/2018	08/16/2018	08/28/2020	Certified
Reinspection	MATT	Matt Hart	Completed	Complied			
Follow Up	JKEY	Matt Hart	Completed	Not Complied			
Initial	JKey	Matt Hart	Completed	Partially Complied			

Population: All Records

Record Count: 3

Certificate.DateIssued Between 8/1/2018 12:00:00 AM
AND 8/31/2018 11:59:59 PM

Enforcements By Category

09/04/18

BLIGHT

Enforcement Number	Address	Status	Filed	Closed
E18-074	6509 BRISTOL RD	Violation	08/08/18	
E18-077	5251 SEYMOUR RD	Violation	08/15/18	
E18-078	5178 SEYMOUR RD	Violation	08/15/18	
E18-080	5366 WINSHALL DR	Violation	08/22/18	
E18-081	3500 ELMS RD	Closed	08/22/18	08/28/18
E18-090	5020 FORD ST	Violation	08/28/18	

Total Entries: 6

OUTSIDE STOR/DISP

Enforcement Number	Address	Status	Filed	Closed
E18-070	5123 MORRISH RD	Violation	08/01/18	

Total Entries: 1

PARKING

Enforcement Number	Address	Status	Filed	Closed
E18-073	5304 DON SHENK DR	Closed	08/07/18	08/13/18

Total Entries: 1

RENTAL NON-COMPLIANCE

Enforcement Number	Address	Status	Filed	Closed
E18-091	7594 MILLER RD	Inspection Pending	08/29/18	

Total Entries: 1

SIDEWALKS

Enforcement Number	Address	Status	Filed	Closed
E18-075	City Council Packet 8343 MILLER RD	Cancelled	73 08/13/18	

Enforcements By Category

09/04/18

Total Entries: 1

WEED COMPLAINT

Enforcement Number	Address	Status	Filed	Closed
E18-071	7026 MILLER RD	Complete	08/03/18	08/07/18
E18-072	7512 GROVE ST	Complete	08/03/18	08/07/18
E18-076	8505 CHESTERFIELD DR	Closed	08/13/18	08/16/18
E18-079	5360 WINSHALL DR	Inspection Pending	08/22/18	
E18-082	5365 WORCHESTER DR		08/23/18	
E18-083	7029 MILLER RD		08/27/18	
E18-084	7025 MILLER RD		08/27/18	
E18-085	7041 MILLER RD		08/27/18	
E18-086	7512 GROVE ST		08/27/18	
E18-087	4048 MORRISH RD		08/27/18	
E18-088	8090 MAPLE ST	Inspection Pending	08/28/18	
E18-089	5170 MORRISH RD	Inspection Pending	08/28/18	
E18-092	9027 MILLER RD	Inspection Pending	08/30/18	

Total Entries: 13

Total Records: 23

Population: All Records

Enforcement.DateFiled Between 8/1/2018 12:00:00 AM AND 8/31/2018 11:59:00 AM

Adam Zettel

From: ALEX <lexnied@comcast.net>
Sent: Tuesday, September 04, 2018 3:53 PM
To: Adam Zettel
Subject: Re: Burn permit

This is Alex Niedzielski I would like to request a permit to burn for the weekend of October 5th Thru the 8th I need the permit for my home at 7325 Bristol Road Swartz Creek Michigan 48473 the burn pile has a cement sand perimeter it is more than 400 feet from the home 150 ft from any shed or buildings I have extinguishers and water hose available I have pics available, thank you.

Sent from XFINITY Connect Application

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

From: AZettel@cityofswartzcreek.org
To: lexnied@comcast.net
Sent: 2018-09-04 11:08:50 AM
Subject: Burn permit

Please email me your request again, just in case!

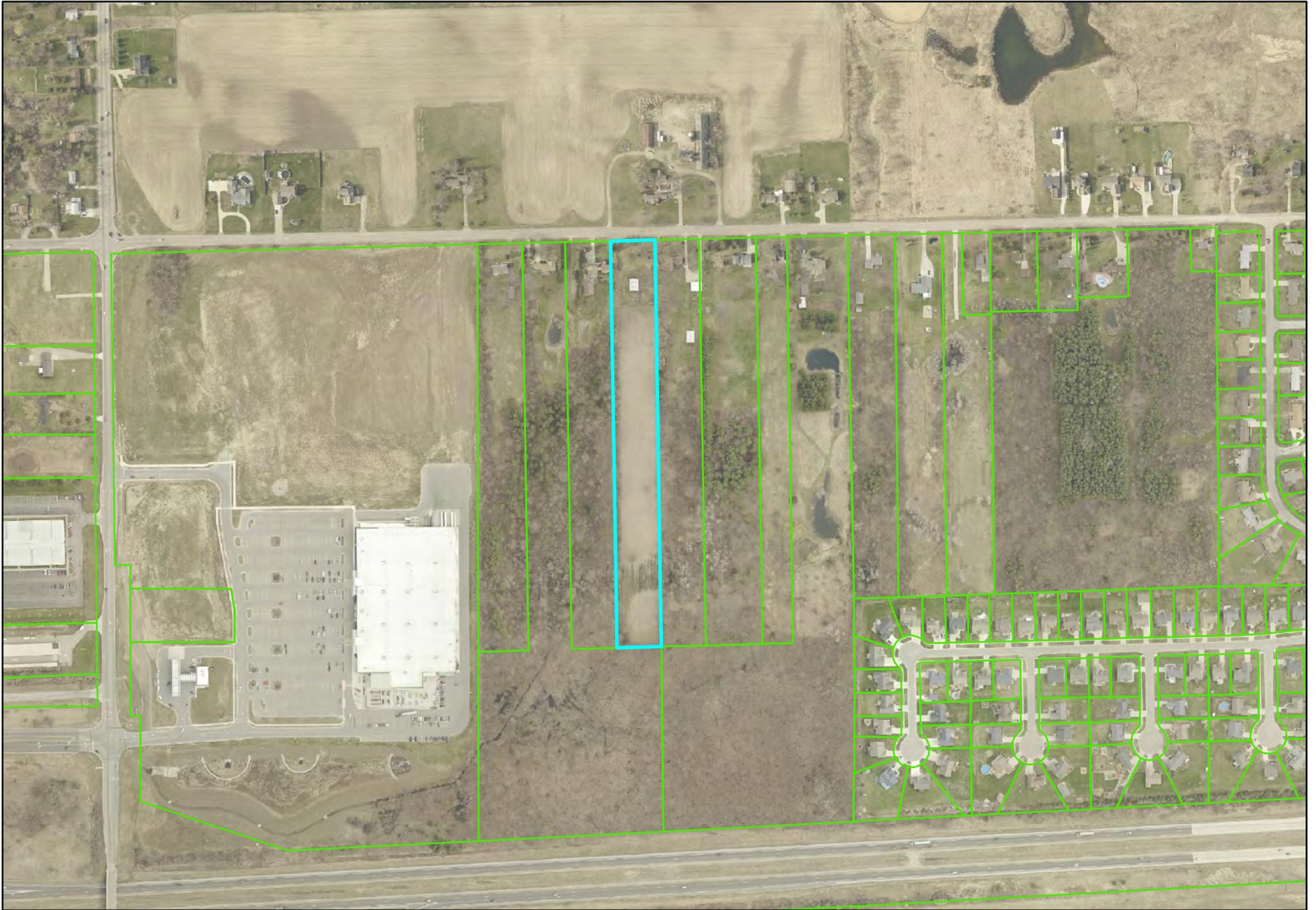
Adam Zettel, AICP

City Manager
Swartz Creek City
8083 Civic Drive
Swartz Creek, MI 48473
810.635.4464 general office
810.287.2147 cell

azettel@cityofswartzcreek.org

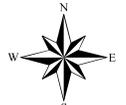
<https://www.facebook.com/CityofSwartzCreek>

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7325 Bristol Road

City Council Packet
City of Swartz Creek



September 10, 2018





EQUIPMENT RECORD
MODEL: CO 7200 TYPE: CO₂
SIZE: 10 LB NO.
SERIAL #: E135477
LOCATION: 1491
Maint. Insp. Recharge/Hydrostatic Test
Date Service By
2002
For Service/Repair Contact:







memorandum

Date: September 5, 2018

To: Adam Zettel, AICP

cc:

From: Andy Harris

Re: City of Swartz Creek Water Main Improvement Project
Project Initiation

Adam,

At our meeting last week we discussed beginning the survey and design of the above mentioned project. We would like to complete the survey this fall and begin to design the project through the winter season finalizing a bid package around mid to late 2019. Meeting this preliminary schedule will allow the City to put the project out for bids during the time at which bid prices historically are most competitive (i.e. through the winter months). This would allow the project construction to begin in early 2020 and will likely be completed in two construction seasons.

As discussed the City will not close on the USDA Grant/Loan until after the Contract is awarded; however, it is required that plans be completed. As part of the USDA application we have included \$357,880 for surveying, design, and contract administration services which would not be reimbursed by the USDA until after the Contract is awarded.

Should you have any questions, please don't hesitate to call me.

Thank you,

A handwritten signature in blue ink, appearing to read "Andy Harris".

Andy Harris, PE
Project Manager