

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday, January 14, 2019, 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 December 10, 2018 MOTION Pg. 20
5. **APPROVE AGENDA:**
5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
6A. City Manager's Report MOTION Pg. 3
6B. Interlocal Agreement Amendments Pg. 26
6C. Local Street Engineering Proposal Pg. 47
6D. Monthly Reports Pg. 51
6E. Comcast Notice Pg. 67
6F. DNR Decision Pg. 68
6G. Park Reservation & Waiver Requests Pg. 69
6H. Polling Location Draft Agreement Pg. 73
6I. 2018 Genesee County Land Bank Report Pg. 77
6J. 2018 Planning Commission and ZBA Report Pg. 83
6K. 2018 DDA Report Pg. 87
6L. Safe Routes to School Proposal Pg. 92
7. **MEETING OPENED TO THE PUBLIC:**
7A. General Public Comments
8. **COUNCIL BUSINESS:**
8A. Appointment RESO Pg. 14
8B. Local Street Engineering RESO Pg. 15
8C. Art in the Park Usage and Waiver Request RESO Pg. 16
8D. Polling Location Use Agreement RESO Pg. 17
8E. Girl Scouts Park Waiver Request RESO Pg. 17
8F. Fun Fair Park Waiver Request RESO Pg. 18
8G. Interlocal Agreement Amendments (Metro PD) RESO Pg. 18
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

Next Month Calendar

Zoning Board of Appeals	:	Wednesday, January 16, 2019, 6:00 p.m., PDBMB (Cancelled)
Fire Board:		Monday, January 21, 2019, 6:00 p.m., Public Safety Bldg
Metro Police Board:		Wednesday, January 23, 2019, 10:00 a.m., Metro Headquarters
City Council:		Monday, January 28, 2019, 7:00 p.m., PDBMB
Planning Commission:		Tuesday, February 5, 2019, 7:00 p.m., PDBMB
Park Board:		Wednesday, February 6, 2019, 5:30 p.m., PDBMB
City Council:		Monday, February 11, 2019, 7:00 p.m., PDBMB
Downtown Development Authority:		Thursday, February 14, 2019, 6:00 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, January 14, 2019 - 7:00 P.M.

TO: *Honorable Mayor, Mayor Pro-Tem & Council Members*
FROM: Adam Zettel, City Manager
DATE: January 10, 2019

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

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

Desert Sun Holdings (office at 6197 Miller) – Appraisal is done and there was a small claim hearing on Dec 11 which the assessor attended. Evidence was due on Nov 20 and the city did not receive anything from the petitioner. There are no additional findings at this point.

Shkrelli (golf course) – This appeal has been withdrawn, but not before we spent resources to complete an appraisal. While the value has been successfully defended in this process, the petition is able to force our hand to invest in the defense, while investing nothing themselves. This creates a tremendous disadvantage to governments. We will attempt to recover costs from frivolous cases such as this. This will be removed from future reports.

Huizinga (office at 6195 Miller) – The appraisal has been done and submitted. The next steps for this will be in January.

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

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

Preliminary engineering and design for Fairchild Street is complete, and the grade inspection with the state is complete. We are on track to bid this coming winter for 2019 construction.

A call for projects for the 2020-2023 cycle is out for the TIP. Submission of projects is underway and will include: the west end of Miller Road, Seymour Road, and Morrish Road (Bristol to Miller). The applications were submitted on November 16th. If any projects are accepted, we will look to schedule them and budget accordingly.

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

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

Helmsley is now in the hopper for 2019 (excluding water main, which is newer). Design engineering is underway and we held a preliminary construction meeting with the contractor and engineer. We do not anticipate any issues. Work will commence after school ends, with final landscape restoration later in the fall.

We now have an engineering proposal for 2020 local streets with OHM. We are leaning towards a section of Oakview, Chelmsford, and Oxford (including the last small stretch of Winston). Note that it is unlikely we will have a budget to do all of those sections in 2020 since state revenues have not been forthcoming as expected. However, it is work that needs to be completed for the USDA watermain on those streets in the next three years. I have a resolution included to get these moving.

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

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

2018-2019 winter sewer projects have been approved. The scope includes lining improvements and video service at a cost of \$197,772. There are some small connections between collectors in the Winchester Village that need to be done. Liquiforce will also complete the large collector on Durwood and a downtown line, School Street.

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.

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

We are moving forward with the USDA water main replacement project. OHM is beginning survey work and engineering. On September 13th, we met with the feds about other steps and conditions of funding. We are in a good position to benefit from the nearly \$5,000,000 grant/loan, 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.

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.

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** (*Business Item*)

Myself and Mr. Porath (Metro Authority Board Chair) met with Mundy Township representatives to consider potential amendments to the interlocal agreement. The initial conversation centered around the formalization of current practices of the Metro Board and staff, such as requiring board approval for changes to the organizational chart and the selection of professional services. There are a number of other amendments that have resulted from our conversations.

Based upon action by the Mundy Township Board, they are requesting to move the selection and financial responsibility of prosecution services from the Metro back to municipalities. This is a change that will alter the current landscape as it relates to uniform prosecution services. In practice, it will not impact the city’s choice of prosecutor or the financial obligation of the city. It will result in a change of prosecutor for Mundy (based upon the most recent agreement with the Metro PD).

Other agreeable features include the formalization of the building use agreements and the transfer of counsel selection for Metro from staff to the board. Mr. Kilby, who drafted the original agreement has drafted changes, and we have vetted these drafts further with Metro staff, our attorney, and the Metro Board. Note that the transfer of prosecutorial responsibility from Metro to the municipalities necessitates a protocol agreement that each municipality is responsible for to ensure the prosecutor is properly and adequately serving the needs of Metro. This is also included in the packet and resolution.

The draft amendments and resolution are included in this packet.

✓ **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 December newsletter is out! Let me know what you think.

✓ **HOLLAND SQUARE & STREETSCAPE** (*Update*)

These plans are out to bid. The plans can still be altered in scope and detail, even after construction commences. In fact, I am working with the engineer now to see if some street trees can be added.

Final award will need to be made by the city council, with some funding support from the DDA. Note that the price tag is sufficient. Proceeds from the Exxon site license agreement, the DDA, and the city’s general fund reserves will likely be needed.

See prior reports for more details on the evolution of this process.

✓ **TRAILS** *(Update)*

The city did not receive the sought DNR grant in the amount of \$300,000. I am including the notice we received. This comes as a surprise and gives us pause regarding the project. However, after debriefing with the consultant and staff with the state, we believe we can resubmit a fundable project this year that can be commenced on schedule in 2020. To do so, we will need to complete engineering prior to the award.

The DNR grant is crucial to offset the 35% that the city must cover to match the Enhancement Grant. The MDOT Enhancement Grant is conditionally awarded. 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.

Note 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. Any overages (price changes and change orders) will be locally covered as well.

The project timeline will be revised. At its core, it should still reflect a 2020 construction timeframe. The difference is that we plan to engineer the project sooner than anticipated so we can bid it upon a conditional DNR award in a year's time.

✓ **REDEVELOPMENT READY COMMUNITIES** *(Update)*

The city council has approved the first changes to the zoning ordinance. This follows the zoning ordinance technical review that was done earlier this summer. More changes are expected. The planning commission discussed the next round of updates at their January meeting, and this conversation will continue in February.

The Economic Development Strategy Committee met on the 18th of December and further deliberated on the draft Economic Development Strategy. There is a strong sense that downtown design, function, and events are a priority that will require a strong partnership with the city, DDA, and Chamber of Commerce.

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)**

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

The scouts are still active in fundraising and plan to complete this. They apparently were able to raise another \$1,000 or so at the Baptist Church on October 27th!

✓ **CONSUMERS CONSERVATION PILOT PROGRAM (Update)**

This program has concluded without much fanfare, and the city has received a \$15,000 donation that is earmarked for the trail system that is proposed! Consumers will look to engage in a formal presentation check sometime in 2019! This section will be removed from future reports.

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

This project seems cold and quiet. However, it appears there are still valid purchase agreements in place for the development, and there are state and local bureaucrats continuing work on contingency plans for utility and traffic modelling. It is anyone's guess at this point. Please see prior packets for information on the project and its evolution.

✓ **TAX REVERTED PROPERTY USE (No Change of Status)**

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 (Update)**

The contractor has pulled a building permit. I expect to have a pre-construction meeting and commencement soon.

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

The contractor is working on repairs as weather permits.

✓ **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.

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

This section shall now be a standing section of the report, giving details on expectations for projects and their ongoing progress within the city and district. As of writing, we know the bond can be issued and work shall commence in 2019, 2020, and 2021. It will include all facilities, including athletic facilities at the high school. We expect cooperation and benefit in terms of establishing safer connections for walkers, better land grades (e.g. the football field), and more attractive gateways.

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

The DDA has draft architectural plans in their packet for January 10th. 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.

✓ **SPORTS CREEK RACEWAY & GAMING COMMISSION** *(Update)*

The property has sold! Staff met with the new owners, utilities have been transferred, and we have recorded a property transfer affidavit. It appears the plan is to proceed with use of the raceway for thoroughbred racing, however the state approvals and legislation relating to this are not looking promising. It appears that 2019 live racing and simulcasting are unlikely.

The owner appears very communicative and interested in making the facility more community oriented. They are open to cooperative planning, potential reuse of parts of the site, and engaging in stronger hospitality uses related to racing. However, there are many unknown and important circumstances at play, such as the racing industry as regulated by the state, the potential (right or wrong) for sports gambling, and demand from Project Tim.

Summarily, I believe the transfer will enable some sort of positive economic use in the years to come, but the path is not clear at this point due to the circumstances. However, I have a high degree of trust and confidence in the owner so far and will wait for the dust to settle for them with a renewed sense of optimism.

Future reports will obviously follow. Immediate steps for us are to work with the owner on site safety and compliance, as well as the potential for short term use as a horse racing venue. We will also connect them with our Downtown Development Authority and the Redevelopment Ready Communities Program state resources.

✓ **CDBG** *(Update)*

The CDBG standard application has been submitted. Desirable projects include Swartz Creek Area Senior Services and improvement of the senior center facility (parking area). The potential to place funds in the HOME Program also exists. This is a three year cycle, and I am not sure when the distributions will occur. This section may or may not remain in the report depending upon timing and relevance.

- ✓ **MDOT WARRANTY PROGRAM** *(No Change of Status)*
A state legislative mandate will require some local policy updates and subsequent procedural follow-up on how we bid, guarantee, and report on road construction projects. This will be something we address prior to September of 2019. The notice and original report are included in the November 26, 2018 packet.

- ✓ **STREET LIGHT CONVERSION** *(Update)*
The agreement has been executed with the Energy Reduction Coalition. The next step will be the completion of the audit. Based upon conditions, we may or may not proceed with the conditional conversion. I do not have a timeline for audit results, but I do not expect this in January.

The previous report is included in the December 10, 2018 packet.

- ✓ **SAFE ROUTES TO SCHOOL** *(Update)*
It appears the school board will be discussing their willingness and ability to participate when they convene their new board in January. I am including the most recent proposal for services, which includes the deliverables and expected outcomes. The plan is to split the up-front planning costs 50-50 with the school. If they are agreeable, I will look to have the technical assistance agreement before the city council on the 28th.

Previously, I met with the school superintendent and the Crim Active Communities Technical Assistance Program staff about improving pedestrian safety around the schools in the community. It appears there is a possibility for a very positive partnership to improve a couple issues. The first is the physical disconnect that exists around some of the school buildings, including the middle school, Elms, and Syring. The middle school area lacks sidewalks and crossings for important connections. Elms has no connection to Heritage and the rest of Bristol Road. The most notable concern for all facilities, especially Syring, is the lack of driver safety and awareness.

This Active Communities group specializes in seeking grant funds for Safe Routes to Schools infrastructure and programming, through coalition building and public awareness. I expect to have a new proposal and background information for consideration in January. I am not including a resolution at this time. I think proceeding will be great for solving some very practical pedestrian safety issues, as well as rebranding our community and schools as safe for children and other walkers.

- ✓ **OTHER COMMUNICATIONS & HAPPENINGS** *(See Individual Category)*
 - ✓ **MONTHLY REPORTS** *(Update)*
I am including standard reports for your reading enjoyment.
 - ✓ **COMCAST NOTICES** *(Update)*
Comcast has channel changes to inform us about.
 - ✓ **LAND BANK REPORT** *(Update)*
The annual report for the Genesee County Land Bank has been released and included in the packet. They generally put together a pretty informative brief of their narrative and numerical activities.

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

✓ **PLANNING COMMISSION** *(Update)*

The planning commission met on January 8th to review the annual report and proceed with additional zoning amendments that are in line with the RRC program. The annual report, which is included in the packet, was approved by the planning commission. They will continue to have discussions about zoning changes moving forward. The next meeting is scheduled for February 5th.

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

The DDA met on January 10th. They reviewed initial plans for the Fortino Drive townhomes. They also discussed the project as it relates to some community feedback advocating for land preservation in downtown. Overall, the project was well received and will continue with planning in February. The board also began investigating the possibility of updating the screen at the amphitheater. Lastly, they reviewed their 2018 annual report, which is attached. The next regular meeting is scheduled for February 14th.

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

There are no pending or expected variances, appeals, or interpretations at this time.

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

The Park Board met on January 2nd at city hall. I am including draft minutes with the report. Happenings that will impact the city council include the draft of leases for use of the storage buildings and related lands in the park, as well as park use reservations and waivers.

The next meeting will be on February 6th.

✓ **BOARD OF REVIEW** *(Update)*

The Board of Review met on Tuesday, December 11. It appears they granted one taxable value uncapping reversal and a pair of disabled veteran exemptions. Unfortunately, this board lost a long-time member in December, Mr. Edgerton, for which the loss will be strongly felt.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **POLLING LOCATION AGREEMENT** *(Business Item)*

The agreement with the United Methodist Church for the use of their community rooms for elections expired on December 31st. Ms. Eskew has liaised with church representatives and they appear agreeable to extending the agreement for five years under the same terms and conditions. Included with tonight's agenda is a resolution to enter into another five year agreement with cost remaining at \$375 for the Johnson Room and \$750 for the gymnasium.

Ms. Eskew has considered other options and vetting the election staff regarding the function of this location. Based upon our past and current experiences in dealing with various election venues, responsibilities, and expectations, this facility is found to be more than adequate. The location is central and visible. The facilities are large, clean, and accessible. The layout, including kitchen, restrooms, and atrium are ideal.

Her findings follow:

I decided to take a survey with our chair and co-chair election workers, which is a total of eight. I asked four basic questions and here is the consensus:

The church is conveniently located for the workers and the voters. The gym has plenty of room for all the equipment, check-in tables and voting areas. All areas are easily accessible and restrooms are conveniently located. The kitchen facilities work well for the workers. There is plenty of parking for workers and voters, which is located right in front of the polling location, with additional parking all around the church.

I had one comment in regards to the previous polling location at the Masonic Temple and what a hassle the parking was.

I agree with the workers and feel the church is a great polling location and I hope to continue working with them.

✓ **APPOINTMENT (*Business Item*)**

There is a single appointment required. Due to the passing of Mr. Edgerton on the Board of Review, Alternate Plumb is due to fill his permanent board seat. Another alternate is recommended but not named at this time.

✓ **EXPANDED USE PARK RESERVATION & WAIVER REQUEST (*Business Item*)**

The Art in the Park event is being planned for Elms Park next summer on August 24th. This event was held in the park for a few years before moving to the Cage Field House in 2013. The Kiwanis Club, in partnership with the Swartz Creek Area Art Guild and Swartz Creek Women's Club, moved the event back to Elms Park in 2015. As an annual event, we are not surprised that they have applied for park use again for 2019. The activities, needs, and setup remain the same as previous years.

Briefly described, the event is an outdoor art fair that is held on a single Saturday in August. There is a setup area for tents immediately west of the main pavilion, a food vendor area east of the tennis courts, and parking on the soccer fields. Setup begins the preceding Friday. About 3,000 attendees are expected.

The dates to hold this event (August 23-24) have been tentatively reserved. It is now appropriate to consider this application under the following applicable conditions:

EXPANDED PARK USE AND RESERVATIONS. Swartz Creek-based organizations (defined as non-profit organizations or institutions with a principle office or auxiliary presence within the Swartz Creek school district) may be permitted the use of designated areas of city parks, including control during hours the parks are closed to the public, subject to the following conditions:

- 1) *Use must be pre-approved by the city council.*
- 2) *The organizations' use of the park area shall not violate any local or state law nor unreasonably interfere with the use and enjoyment of adjacent park areas by others.*

- 3) *The organizations shall hold the city harmless from liability for incidents arising out of the organizations' use of the park area and shall provide evidence of insurance coverage.*
- 4) *The city reserves the right to direct where organizations' structures are installed and activities conducted to minimize damage to park property and facilities and to limit interference with the use of adjacent areas of the park.*
- 5) *Fees shall equal the cost of all pavilion rentals for the park in use on a daily basis. Additional fees may be charged for services requested of the city and negotiated in advance, including use of barricades, additional utilities, port-a-johns, etc.*
- 6) *In no case will use result in a charge for or prohibition on general access to the park by the public, by vehicle or other means.*

Based upon the proposed event and past experiences with this event, I do not see any issues or areas of non-compliance with issuing the reservation.

Related to the reservation, the group is requesting a fee waiver. This is completely up to the city council based upon the following:

Fees may be waived in full if reservations by a non-profit are found to result in a public benefit directly or if proceeds from the reserved event are found to be a benefit to the city. Monies must be paid at the time of reservation. Cancellations must be made two (2) weeks or more prior to event date and all cancellations are subject to a \$20 fee.

A resolution to permit the reservation and waiver has been included, written in the affirmative. Note that Kiwanis is applying in conjunction with two other local non-profits, the Women's Club and the Art Guild. Mr. Doug Stephens has written a detailed narrative and provided other information about these groups, the event, and the benefits that the event/proceeds bring to the city.

✓ **PARK RESERVATION WAIVER REQUESTS (*Business Item*)**

There are two park reservation waiver requests sought. One is a returning user that has a standard pavilion in Elms Park for September 15th. This is another group that routinely uses the park and seeks an annual waiver for the recognized efforts of the non-profit. This meeting services as an annual organizational meeting to provide for coordinating their efforts in the city. Their statement follows:

January 8, 2019

The FairWinds Girl Scout Alumni group would like to use the Main pavilion in Elms Park on September 15 from noon-4pm. Our Girl Scout Troops work with and for the Swartz Creek Community in many ways. Troops sign up and decorate the board at the Library, sponsor and work the Blood Drive at United Methodist Church, clean up the cemetery each year on Morrish Rd., and work with the Women's Club to promote and help with their service programs.

Your approval would be greatly appreciated.

Thank you,

Kathy Smith
Leader Support Volunteer
Girl Scouts District 0104

The second group is a returning user and first time waiver request. They represent neighborhood residents that have taken an interest in maintaining and improving Abrams Park. Last year, they started an event called the Fun Fair to bring the neighborhood together. They are seeking pavilions #2 and #3 in Abrams Park on September 7th. A written description and request is included in the packet.

✓ **SCHOOL FACILITY BUILDING REVIEW & INSPECTINO SERVICES (Update)**

As the school district looks to begin planning, designing, and implementing the facility updates in accordance with the recently approved bond, there is interest in transferring building permit review and inspections from the state to the city/township. They have communicated that the state often takes months to review plans for facility changes, even at a small scale. They also have experienced issues with communication, predictability, and timeliness in inspections. Apparently, these issues delayed the opening of the child learning center by about one month.

The option exists to have our local building and trade professionals perform plan review and inspections in an effort to improve communication and timeliness. I have consulted with the school superintendent, Building Official Hart, and Mundy Administrator Young to ascertain each party's needs, capacity, and expectations. Preliminary discussions indicate that the pros far outweigh the cons for all participants, delivering a faster and professional service to the schools, while keeping work and fees local.

The school board is expected to discuss this matter at their January meeting. Barring objections, I expect a resolution to appear before the council that will enable the city and school to agree to facility local oversight.

Council Questions, Inquiries, Requests, Comments, and Notes

Stub Poles: I have been following up with complaints with the Michigan Public Service Commission. They, and Consumers Energy, have been very communicative and responsive. CE is proceeding with the removal of a number of stub poles in the target area. However, they are having issues getting shared users to relocate in some instances. It is unclear if we are dealing with Comcast, Frontier, GISD, or other users. We intend to pester them until they comply or find out who the responsible party is and submit new complaints to the MPSC.

Road Bumps. We have been getting a number of complaints about lateral road bumps/pavement raises. Some of these are due to weather and should subside. Others are of a more permanent nature. Once the ground stabilizes, Mr. Svrcek will ascertain if grinding or repair is needed.

Joe Edgerton: Unfortunately, Mr. Edgerton has passed away on December 31st. He was a former fire fighter, a current Board of Review member, and was heavily involved in the Michigan State Firemen's Association. His loss will be felt throughout the community.

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, January 14, 2019, 7:00 P.M.**

Resolution No. 190114-4A MINUTES – December 10, 2018

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, December 10, 2018, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190114-5A 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 January 14, 2019, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190114-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of January 14, 2019, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190114-8A RESOLUTION TO APPOINT A MEMBER TO THE BOARD OF REVIEW

Motion by Councilmember: _____

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 in 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 appointment as follows:

#190114-8A **MAYOR APPOINTMENT:** **Robert Plumb**
Board of Review, Citizen
Remainder of Three year term, expiring June 30, 2020

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190114-8B RESOLUTION TO APPROVE 2020 STREET PRELIMINARY ENGINEERING

Motion by Councilmember: _____

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

WHEREAS, the city has a twenty year asset management plan for streets and water main on file that is funded in part by a twenty year street levy and USDA proceeds, and

WHEREAS, a grant and loan by the USDA for various water main replacement projects in Winchester Village is expected to occur in 2020 and 2021, and

WHEREAS, this street plan, which includes various levels of preventative maintenance, preservation, and reconstruction on city streets, as well as water main replacement, was assessed by the city’s engineer and staff, and

WHEREAS, the city council finds that the continuation of the plan to reconstruct the core of Winchester Village Subdivision, including parts of Chelmsford, Oakview, and Winston Drives in 2020 and 2021 is in the best interest of the public and the expectations of the asset management plans of the city, and

WHEREAS, these projects shall require preliminary engineering services to enable bidding and/or pricing and subsequent reconstruction of those assets.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek City Council approves the engineering proposal by OHM Advisors, dated December 3, 2018, for an

amount not to exceed \$57,290 for preliminary engineering services related to the street reconstruction projects listed in the proposal.

BE IT FURTHER RESOLVED, that appropriations to the projects and engineering shall be made to Fund 101 (General), Fund 202 (Major Streets), Fund 203 (Local Streets), Fund 204 (Municipal Streets) and Fund 590 (Water) as directed by the Treasurer.

BE IT FURTHER RESOLVED, that the City Council directs the Mayor to execute the proposal on behalf of the city and further directs the City Manager to execute any and all permits and related documentation related to the projects on behalf of the city.

BE IT FURTHER RESOLVED, that the City Council directs the previously established Street Project Review Committee to provide recommendations to the engineer, contractors, and staff as such needs present themselves.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190114-8C

RESOLUTION TO APPROVE AN EXPANDED USE RESERVATION AND PARK FEE/DEPOSIT WAIVER FOR USE OF ELMS PARK FOR A NON-PROFIT ART EVENT

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek requires park usage reservations and fees in accordance with adopted rules and regulations; and

WHEREAS, the Swartz Creek Kiwanis Club, in conjunction with the Swartz Creek Area Art Guild and Women’s Club is proposing an expanded park use reservation for Pavilion #2, the soccer fields, and the asphalt courts on August 23-24, 2019 for the purpose of holding a public art fair; and

WHEREAS, all three groups are recognized non-profits operating in Swartz Creek that meet the requirements for an expanded use reservation; and

WHEREAS, the city park rules and regulations states that “fees may be waived in full if reservations by a non-profit are found to result in a public benefit directly or if proceeds from the reserved event are found to be a benefit to the city.”; and

WHEREAS, the City Council finds the Swartz Creek Kiwanis Club, partnered with the Swartz Creek Area Art Guild and Women’s Club, to be a qualifying group with a qualifying activity.

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council hereby approves the expanded use reservation of the Swartz Creek Kiwanis Club and waives all fees for the August 23-24, 2019 reservation in Elms Park.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190114-8D

RESOLUTION TO APPROVE AN AGREEMENT FOR USE OF THE UNITED METHODIST CHURCH AS A POLLING LOCATION FOR MUNICIPAL ELECTIONS

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek is responsible for conducting special and regular elections for local, state, and federal matters, including school and county matters, and;

WHEREAS, a single, central polling location is required and must provide a safe and accessible venue with sufficient space for various polling stations, check-in, parking, restrooms, and kitchen facilities, and;

WHEREAS, the City has been in agreement with and using the United Methodist Church on Miller Road and finds this facility to meet or exceed all comparable venues.

NOW, THEREFORE, BE IT RESOLVED that the City of Swartz Creek City enter into a five year agreement with the United Methodist Church, 7400 Miller Road, a copy of which is attached hereto, the agreement to allow for the rental of certain rooms within the facility for the purpose of conducting City sanctioned elections, and further, direct the Mayor and City Clerk to execute the agreement on behalf of the City.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190114-8E

RESOLUTION TO APPROVE THE PARK WAIVER REQUEST OF THE FAIRWINDS COUNCIL OF GIRL SCOUTS

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek requires park usage reservations and fees in accordance with adopted rules and regulations; and

WHEREAS, the Girl Scout Alumni of Fair Winds Council reserved Pavilion #2 in Elms Park for September 15, 2019 for the purpose of holding an annual meeting; and

WHEREAS, the city park rules and regulations states that “fees may be waived in full if reservations by a non-profit are found to result in a public benefit directly or if proceeds from the reserved event are found to be a benefit to the city.”; and

WHEREAS, the City Council finds the petitioning group to be a qualifying group with a qualifying activity.

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council hereby waives all fees for the September 15, 2019 reservation in Elms Park.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190114-8F

RESOLUTION TO APPROVE THE PARK WAIVER REQUEST FOR THE ABRAMS PARK FUN FAIR

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek requires park usage reservations and fees in accordance with adopted rules and regulations; and

WHEREAS, a group of residents, represented by Ms. Bendall, reserved Pavilions #2 & #3 in Abrams Park for September 7, 2019 for the purpose of holding an annual community event; and

WHEREAS, the city park rules and regulations states that “fees may be waived in full if reservations by a non-profit are found to result in a public benefit directly or if proceeds from the reserved event are found to be a benefit to the city.”; and

WHEREAS, the City Council finds the petitioning group to be a qualifying group with a qualifying activity.

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council hereby waives all fees for the September 7, 2019 reservation in Abrams Park.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190114-8G

RESOLUTION TO APPROVE VARIOUS AMENDMENTS TO THE INTERLOCAL AGREEMENT ESTABLISHING THE METRO POLICE AUTHORITY OF GENESEE COUNTY

Motion by Councilmember: _____

WHEREAS, on October 12, 2015, the Parties entered into the Interlocal Agreement establishing a police authority; and

WHEREAS, on September 1, 2016, the Parties entered into the Amendment No. 1 to

the Interlocal Agreement whereby the title of the Interlocal Agreement was changed to the "Interlocal Agreement establishing the Metro Police Authority of Genesee County" and the name of the entity created was changed to "The Metro Police Authority of Genesee County"; and

WHEREAS, the Parties find it prudent to revisit the agreement after the first two years of operation and have negotiated new terms that reflect current circumstances and practices, such as the new building location, facility use terms, board powers, chief powers, and prosecutorial services; and

WHEREAS, the Parties have agreed to enter into Amendments 2 through 7 for the purpose of modifying Interlocal Agreement Sections 3.02 Principle Office, 3.04 Police Authority Buildings, 3.05 Prosecutions and Payments from Court, 4.02 Police Authority Board Power, 4.09 Chief of Police Appointment, and 4.10 Chief of Police and Deputy Chief of Police Duties, Contract, and Discipline; and

WHEREAS, the transfer of prosecutorial services necessitates the municipalities to ensure proper and adequate services by the municipal prosecutor to the Metro Police Authority.

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council hereby agrees to enter into Amendments 2 through 7 of the Interlocal Agreement as included in the City Council Packet of January 14, 2019.

BE IT FURTHER RESOLVED, the Swartz Creek City Council hereby agrees to abide by and execute the one-party Prosecution Protocol Agreement as included in the City Council Packet of January 14, 2019.

BE IT FURTHER RESOLVED, the Swartz Creek City Council directs the Mayor to execute said amendments and Agreement on behalf of the city.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 12/10/2018**

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, Farmer, Gilbert, Hicks, Krueger, Pinkston, Porath.

Councilmembers Absent: None.

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

Others Present: Lania Rocha, Bob Plumb, Steve Shumaker, Tommy Butler, Erik Jamison, Faye Porath, Andy Harris, Jim Barclay, Metro PD Chief Bade.

APPROVAL OF MINUTES

Resolution No. 181210-01 (Carried)

Motion by Councilmember Porath
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday December 03, 2018 to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 181210-02 (Carried)

Motion by Councilmember Cramer
Second by Councilmember Farmer

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

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

NO: None. Motion Declared Carried.

CITY MANAGER’S REPORT

Resolution No. 181210-03

(Carried)

Motion by Councilmember Farmer
Second by Councilmember Gilbert

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

Discussion Ensued.

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

MEETING OPENED TO THE PUBLIC:

None.

COUNCIL BUSINESS:

RESOLUTION TO APPROVE AN AGREEMENT WITH THE METRO POLICE AUTHORITY OF GENESEE COUNTY TO OUTLINE TERMS AND CONDITIONS OF THE OPERATION AND ENFORCEMENT OF PARKING AND OTHER CODE MATTERS

Resolution No. 181210-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Cramer

WHEREAS, the Authority currently provides police services to the City for the benefit of the general public on a 24 hours per day 7 days per week basis;

WHEREAS, the City maintains ordinances to regulate and enforce parking provisions in public and private spaces and desires the enforcement of parking ordinances to be conducted by the Authority;

WHEREAS, fines assessed to parking violations are collected by the City’s “Parking Violations Bureau”;

WHEREAS, on August 13, 2018 the City transferred the Parking Violations Bureau from the City to the Authority by resolution No. 180813-11 of the City

Council;

WHEREAS, the Authority has agreed to enforce the parking ordinances of the City and to oversee the operations of the City's Parking Violations Bureau;

WHEREAS, the City agrees that any revenue collected by the Parking Violations Bureau, the City, or the Court, that relates to a parking violation that is being enforced by the Authority shall be transmitted to the Authority pursuant to this Agreement;

WHEREAS, in addition to the parking ordinances, the City maintains a code of ordinances to regulate various matters of public safety and welfare;

WHEREAS, the City desires the Authority to enforce the City's code of ordinances at the direction of the City and the Authority desires to enforce the City's code of ordinances as requested by the City;

WHEREAS, the City agrees to pay the Authority all of the revenue collected by the City arising out of the Authority's enforcement of the City's code of ordinances.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual covenants and promises herein contained, the Swartz Creek City Council hereby agrees to enter into an agreement for parking enforcement and fines as included in the city council packet of December 10, 2018.

BE IT FURTHER RESOLVED, the Swartz Creek City Council directs the Mayor to execute said agreement on behalf of the city.

Discussion Ensued.

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

NO: Gilbert. Motion Declared Carried.

RESOLUTION TO APPROVE AN AGREEMENT TO AUDIT AND CONVERT MUNICIPAL LIGHTING FROM CONVENTIONAL TO LED

Resolution No. 181210-05

(Carried)

Motion by Councilmember Gilbert
Second by Mayor Pro Tem Pinkston

WHEREAS, the City of Swartz Creek owns, operates, and maintains facilities for use in providing municipal services and related services under lease and user agreements, and

WHEREAS, said facilities consist of offices, garages, cold storage, and special purpose facilities that are all equipped with various forms of lighting, and

WHEREAS, the city finds that savings could be generated for the city and its users if lighting were upgraded to energy efficient and reliable LED lighting, and

WHEREAS, the Energy Reduction Coalition is a Michigan based non-profit that is able to identify, fund, and implement a maximized conversion plan in exchange for cost savings sharing per an agreement for service; and

WHEREAS, the city council finds this arrangement to provide for predictable savings at a reasonable expense.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek City Council approve the Lighting Conversion Program Agreement as included in the December 10, 2018 city council packet.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE THE QUALIFYING LOW BID FOR IMPROVEMENTS TO 8002 MILLER ROAD

Resolution No. 181210-06

(Carried)

Motion by Mayor Pro Tem Pinkston
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 found 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 engaged professional services to provide advice and to formalize specifications for the renovation of such structure; and

WHEREAS, bids were sought from the public based upon those specifications, and a qualifying low bid has been submitted.

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council hereby approves the proposal from Bedrock Building Inc., in the amount of \$128,750, as included in the city council packet of December 10, 2018.

BE IT FURTHER RESOLVED, the City Council authorizes the City Manager to alter the scope of work as needed to reduce costs, prevent overruns, and accommodate necessary change orders for unexpected repairs related to this project.

BE IT FURTHER RESOLVED, the City Council authorizes the City Manager to engage in the negotiation of sale terms with the current tenant pending completion of the building renovations.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE THE RELEASE OF BIDS FOR THE MILLER ROAD STREETScape AND HOLLAND SQUARE IMPROVEMENTS

Resolution No. 181210-07

(Carried)

Motion by Councilmember Porath
Second by Councilmember Cramer

WHEREAS, the Swartz Creek City Council has enabled the planning of a streetscape plan that includes use of Holland Square, with said planning effort led by the Swartz Creek Downtown Development Authority, and;

WHEREAS, after extensive and rigorous review, the DDA committee finds that the permanent use of Holland Square is uncertain and opted to invest in the Miller Road streetscape while maintaining the openness of Holland Square as parking and mixed use indefinitely, and;

WHEREAS, the Planning Commission, after review of the concept, impact, and design specifics, recommend approval with one change (additional lighting within Holland Square) at their regular meeting on December 4, 2018.

NOW, THEREFORE, BE IT RESOLVED that the Swartz Creek City Council approves the release of the project specifications for bidding, with the requirement that the city council shall approve the final scope of work and bidder prior to the commencement of work.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

None.

REMARKS BY COUNCILMEMBERS:

Councilmember Hicks the reports look good, the police reports looks good and she likes having them in the packet. Park Board members are out judging residential light decorating now. The Women's Club will be out judging the businesses this week.

Councilmember Farmer is content and excited to see where we will be in a year.

Councilmember Gilbert wants to wish everyone a Merry Christmas and a Happy New Year.

Councilmember Cramer thanked the Women's Club for a very humbling clock dedication ceremony. He also attended a VA workshop whose topic was suicide prevention. He asked if anyone needs information to let him know.

Mayor Pro Tem Pinkston when will the streetscape construction start. Mr. Zettel responded mid may.

Councilmember Porath commented on the Mundy Township meeting he attended and wanted everyone to know he likes our meetings a whole lot better and we have a lot better crew and we have people that are interested.

Mayor Krueger the clock ceremony was wonderful. He wished everyone a Merry Christmas and a Happy New Year.

ADJOURNMENT

Resolution No. 181210-08

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Cramer

I Move the Swartz Creek City Council adjourn the regular meeting at 8:04 p.m.

Unanimous Voice Vote.

David A. Krueger, Mayor

Connie Eskew, City Clerk

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

THIS AMENDMENT NO. __ (“Amendment”) to the Interlocal Agreement is entered into effective January 28, 2019, by and between the Charter Township of Mundy, a Michigan Charter Township, whose address is 3478 Mundy Avenue, Swartz Creek, Michigan 48473 (“Township”), and the City of Swartz Creek, a Michigan Home Rule City, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48473 (“City”). The Township and City are sometimes hereafter each referred to as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, on October 12, 2015, the Parties entered into the Interlocal Agreement establishing a police authority;

WHEREAS, on September 1, 2016, the Parties entered into the Amendment No. 1 to the Interlocal Agreement whereby the title of the Interlocal Agreement was changed to the “Interlocal Agreement establishing the Metro Police Authority of Genesee County” and the name of the entity created was changed to “The Metro Police Authority of Genesee County”;

WHEREAS, the Parties have agreed to enter into this Amendment for the purpose of modifying Section 3.02 of the Interlocal Agreement;

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

1. Amendment to Section 3.02 of the Interlocal Agreement. Section 3.02 of the Interlocal Agreement is hereby deleted in its entirety and replaced with the following:

Section 3.02. Principal Office. The principal office of the Police Authority shall initially be located at 5420 Hill 23 Drive, Flint, Michigan 48507. The Police Authority Board may change the location of the principal office upon a majority vote of the Police Authority Board. The location change of the principal office shall not be effective until thirty (30) days after all of the following has occurred:

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

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

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

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

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

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

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

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

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

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

CHARTER TOWNSHIP OF MUNDY

Dated: _____

By: _____

Joe Oskey
Supervisor

Address: 3478 Mundy Avenue
Swartz Creek, MI 48473

CITY OF SWARTZ CREEK

Dated: _____

By: _____

David Krueger
Mayor

Address: 8083 Civic Drive
Swartz Creek, MI 48473

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

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

THIS AMENDMENT NO. ____ (“Amendment”) to the Interlocal Agreement is entered into effective January 28, 2019, by and between the Charter Township of Mundy, a Michigan Charter Township, whose address is 3478 Mundy Avenue, Swartz Creek, Michigan 48473 (“Township”), and the City of Swartz Creek, a Michigan Home Rule City, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48473 (“City”). The Township and City are sometimes hereafter each referred to as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, on October 12, 2015, the Parties entered into the Interlocal Agreement establishing a police authority;

WHEREAS, on September 1, 2016, the Parties entered into the Amendment No. 1 to the Interlocal Agreement whereby the title of the Interlocal Agreement was changed to the “Interlocal Agreement establishing the Metro Police Authority of Genesee County” and the name of the entity created was changed to “The Metro Police Authority of Genesee County”;

WHEREAS, the Parties have agreed to enter into this Amendment for the purpose of modifying Section 3.04 of the Interlocal Agreement;

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

1. Amendment to Section 3.04 of the Interlocal Agreement. Section 3.04 of the Interlocal Agreement is hereby deleted in its entirety and replaced with the following:

Section 3.04. Police Authority Buildings. The Township and City agree that the Police Authority shall occupy the building located at 5420 Hill 23 Drive, Flint, Michigan 48507, which is owned by the Township, for its central operations. The Township shall be entitled to rent, utilities, and other related items as more fully set forth in a rental agreement between the Township and the Police Authority. The location of the central operations building may in the future be moved to a different address upon approval of the Police Authority Board after its contractual obligations with the Township have been satisfied or the Police Authority Board and the Township mutually agree.

There shall be an additional Police Authority Post located within the City limits ("Post"). The location of the Post shall be 8100 Civic Drive, Swartz Creek, Michigan, or such other location mutually agreed upon by the City and the Police Authority. The City shall be entitled to annual maintenance expenses and additional expenses such as utilities, snow removal, lawn maintenance, and other services or utility services in connection with occupying the Post, which shall be evidenced in a written agreement between the Police Authority and the City.

If, in the future, another municipality joins the Authority and determines that it would be in its best interest satellite office ("Facility") to be located in its municipality, the municipality desiring the Facility shall be responsible for the purchase, lease, or construction of the Facility and equipping the Facility to the sole satisfaction of the Police Authority. The Police Authority shall approve the Facility prior to the purchase, lease, or construction of the Facility by the municipality. This is to ensure that the Police Authority has the financial capabilities of operating the proposed Facility. After the Facility is completed, the Police Authority shall be responsible for the operational and maintenance costs of the Facility, but at no time shall the Police Authority be responsible for the rent, lease, or payments due and owing for the construction of the Facility.

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

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

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

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

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

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

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

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

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

CHARTER TOWNSHIP OF MUNDY

Dated: _____

By: _____

Joe Oskey
Supervisor

Address: 3478 Mundy Avenue
Swartz Creek, MI 48473

CITY OF SWARTZ CREEK

Dated: _____

By: _____

David Krueger
Mayor

Address: 8083 Civic Drive
Swartz Creek, MI 48473

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

**AMENDMENT NO. __ TO THE
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dated October 12, 2015 (hereinafter referred to as the “Interlocal Agreement”)**

THIS AMENDMENT NO. __ (“Amendment”) to the Interlocal Agreement is entered into effective January 28, 2019, by and between the Charter Township of Mundy, a Michigan Charter Township, whose address is 3478 Mundy Avenue, Swartz Creek, Michigan 48473 (“Township”), and the City of Swartz Creek, a Michigan Home Rule City, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48473 (“City”). The Township and City are sometimes hereafter each referred to as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, on October 12, 2015, the Parties entered into the Interlocal Agreement establishing a police authority;

WHEREAS, on September 1, 2016, the Parties entered into the Amendment No. 1 to the Interlocal Agreement whereby the title of the Interlocal Agreement was changed to the “Interlocal Agreement establishing the Metro Police Authority of Genesee County” and the name of the entity created was changed to “The Metro Police Authority of Genesee County”;

WHEREAS, the Parties have agreed to enter into this Amendment for the purpose of modifying Section 3.05 of the Interlocal Agreement;

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

1. Amendment to Section 3.05 of the Interlocal Agreement. Section 3.05 of the Interlocal Agreement is hereby deleted in its entirety and replaced with the following:

Section 3.05. Prosecutions and Payments from Court. The Township and the City shall be solely responsible for prosecuting ordinances written within their respective municipal boundaries. The Township, City, Authority, and any other unit of government that joins the Police Authority that is responsible for prosecutions shall execute a separate agreement entitled “Prosecution Protocol Agreement.” The Prosecution Protocol Agreement is intended to make the employees of the Police Authority interaction with the prosecutor uniform given that there are numerous municipalities that comprise the Police Authority.

If the Township or City desire the Police Authority to perform other services beyond Police Services, i.e., parking, etc., the municipality shall execute a separate written contract with the Police Authority for those services.

All payments related to the collection of any misdemeanor fines or penalties that relate to the ordinances shall be sent by the court to the respective municipality.

All payments collected in connection with any civil infraction fines or penalties that relate to services performed by the Police Authority shall be sent by the Township or the City to the Police Authority. The payment by the Township or the City to the Police Authority shall be sent to the Police Authority quarterly after the first meeting of the City Council or Township Board after January 1, April 1, July 1, and October 1 each year. The Authority may meet with the City or Township yearly to conduct an audit to ensure that the Authority is receiving all money due to the Authority by the Township and City that relate to the collection of any civil infraction fines or penalties.

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

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

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

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

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

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

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

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

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

CHARTER TOWNSHIP OF MUNDY

Dated: _____

By: _____

Joe Oskey
Supervisor

Address: 3478 Mundy Avenue
Swartz Creek, MI 48473

CITY OF SWARTZ CREEK

Dated: _____

By: _____

David Krueger
Mayor

Address: 8083 Civic Drive
Swartz Creek, MI 48473

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

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

THIS AMENDMENT NO. __ (“Amendment”) to the Interlocal Agreement is entered into effective January 28, 2019, by and between the Charter Township of Mundy, a Michigan Charter Township, whose address is 3478 Mundy Avenue, Swartz Creek, Michigan 48473 (“Township”), and the City of Swartz Creek, a Michigan Home Rule City, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48473 (“City”). The Township and City are sometimes hereafter each referred to as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, on October 12, 2015, the Parties entered into the Interlocal Agreement establishing a police authority;

WHEREAS, on September 1, 2016, the Parties entered into the Amendment No. 1 to the Interlocal Agreement whereby the title of the Interlocal Agreement was changed to the “Interlocal Agreement establishing the Metro Police Authority of Genesee County” and the name of the entity created was changed to “The Metro Police Authority of Genesee County”;

WHEREAS, the Parties have agreed to enter into this Amendment for the purpose of modifying Section _____ of the Interlocal Agreement;

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

1. Amendment to Section 4.02 of the Interlocal Agreement. Section 4.02 of the Interlocal Agreement is hereby deleted in its entirety and replaced with the following:

Section 4.02. Police Authority Board Power. The Police Authority Board shall authorize and approve the annual budget and audit, hire and discharge the Police Authority attorney, Chief of Police, and auditor, approve the organizational chart and the finance/purchasing policy of the Police Authority, hear and render decisions in administrative appeals as set forth in the Police Authority Personnel Manual and collective bargaining agreements, and oversee performance of the Police Chief. Additionally, if in the future the Police Authority Board creates a position of Deputy Police Chief, the Police Authority Board shall be vested with the power to hire and discharge the Deputy Police Chief.

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

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

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

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

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

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

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

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

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

CHARTER TOWNSHIP OF MUNDY

Dated: _____

By: _____
Joe Oskey
Supervisor

Address: 3478 Mundy Avenue
Swartz Creek, MI 48473

CITY OF SWARTZ CREEK

Dated: _____

By: _____

David Krueger
Mayor

Address: 8083 Civic Drive
Swartz Creek, MI 48473

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

**AMENDMENT NO. ____ TO THE
INTERLOCAL AGREEMENT ESTABLISHING THE METRO
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dated October 12, 2015 (hereinafter referred to as the “Interlocal Agreement”)**

THIS AMENDMENT NO. ____ (“Amendment”) to the Interlocal Agreement is entered into effective January 28, 2019, by and between the Charter Township of Mundy, a Michigan Charter Township, whose address is 3478 Mundy Avenue, Swartz Creek, Michigan 48473 (“Township”), and the City of Swartz Creek, a Michigan Home Rule City, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48473 (“City”). The Township and City are sometimes hereafter each referred to as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, on October 12, 2015, the Parties entered into the Interlocal Agreement establishing a police authority;

WHEREAS, on September 1, 2016, the Parties entered into the Amendment No. 1 to the Interlocal Agreement whereby the title of the Interlocal Agreement was changed to the “Interlocal Agreement establishing the Metro Police Authority of Genesee County” and the name of the entity created was changed to “The Metro Police Authority of Genesee County”;

WHEREAS, the Parties have agreed to enter into this Amendment for the purpose of modifying Section 4.09 of the Interlocal Agreement;

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

1. Amendment to Section 4.09 of the Interlocal Agreement. Section 4.09 of the Interlocal Agreement is hereby deleted in its entirety and replaced with the following:

Section 4.09. Chief of Police Appointment. The Chief of Police and Deputy Chief of Police shall be appointed by the Police Authority Board in a manner consistent with Section 4.04 of this Agreement.

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

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

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

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

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

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

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

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

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

CHARTER TOWNSHIP OF MUNDY

Dated: _____

By: _____

Joe Oskey
Supervisor

Address: 3478 Mundy Avenue
Swartz Creek, MI 48473

CITY OF SWARTZ CREEK

Dated: _____

By: _____

David Krueger
Mayor

Address: 8083 Civic Drive
Swartz Creek, MI 48473

This Amendment was prepared by
Kevin Kilby (P68599)
McGraw Morris P.C.
2075 W. Big Beaver Road
Suite 750
Troy, Michigan 48084
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**AMENDMENT NO. __ TO THE
INTERLOCAL AGREEMENT ESTABLISHING THE METRO
POLICE AUTHORITY OF GENESEE COUNTY
dated October 12, 2015 (hereinafter referred to as the “Interlocal Agreement”)**

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WITNESSETH:

WHEREAS, on October 12, 2015, the Parties entered into the Interlocal Agreement establishing a police authority;

WHEREAS, on September 1, 2016, the Parties entered into the Amendment No. 1 to the Interlocal Agreement whereby the title of the Interlocal Agreement was changed to the “Interlocal Agreement establishing the Metro Police Authority of Genesee County” and the name of the entity created was changed to “The Metro Police Authority of Genesee County”;

WHEREAS, the Parties have agreed to enter into this Amendment for the purpose of modifying Section 4.10 of the Interlocal Agreement;

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

1. Amendment to Section 4.10 of the Interlocal Agreement. Section 4.10 of the Interlocal Agreement is hereby deleted in its entirety and replaced with the following:

Section 4.10. Chief of Police and Deputy Chief of Police Duties, Contract, and Discipline. The Chief of Police shall be vested with the ability to hire and terminate all personnel of the Police Authority with the exception of the members of the Police Authority Board, the Deputy Police Chief, the attorney, and the auditor for the Police Authority.

The Deputy Chief of Police shall act as the Chief of Police when the Chief of Police is unavailable due to death, sickness, vacation, or other reason where the Chief of Police is unavailable.

The appointments by the Chief of Police shall include, but not be limited to, a secretary, a treasurer, and all personnel other than the Police Authority Board members and the Police Authority attorney and auditor.

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

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

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

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

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

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

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

8. Certification of Authority to Sign Amendment. The persons signing on behalf of each of the Parties certify by their signatures that they are authorized to sign the

Amendment on behalf of such Party and that this Amendment has been authorized by such Party.

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

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

CHARTER TOWNSHIP OF MUNDY

Dated: _____

By: _____

Joe Oskey
Supervisor

Address: 3478 Mundy Avenue
Swartz Creek, MI 48473

CITY OF SWARTZ CREEK

Dated: _____

By: _____

David Krueger
Mayor

Address: 8083 Civic Drive
Swartz Creek, MI 48473

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

**Prosecution Protocol Agreement
City of Swartz Creek**

THIS PROSECUTION PROTOCOL is made this _____ day of _____, 20 _____ by the CITY OF SWARTZ CREEK, (“City”), with principal office at 8083 Civic Drive, Swartz Creek, MI 48473.

WHEREAS, the City maintains ordinances to regulate the health and safety of the general public as well as other ordinances duly adopted pursuant to the laws of the state of Michigan;

WHEREAS, the City and the Township executed an INTERLOCAL AGREEMENT ESTABLISHING THE METRO POLICE AUTHORITY OF GENESEE COUNTY to provide Police Services to the City and the Township;

WHEREAS, the Authority currently provides police services to the City for the benefit of the general public;

WHEREAS, certain violations that are issued by the Authority are required to be prosecuted within the courts of the state of Michigan;

WHEREAS, as the Authority consists of more than one municipality, the City agrees that it is more efficient for the Authority, when interacting with the various prosecutors, that certain protocols be in place so that certain prosecution services are handled in a uniform manner;

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

Section 1: Adoption of Recitals. All of the matters stated in the recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement as through fully set forth in their entirety herein, provided that in cases of conflict, provisions of this Agreement other than matters stated in the recitals shall control over matters stated in the recitals.

Section 2: Prosecution Protocol.

- A. In order to ensure uniformity, the Authority will draft warrant templates for blood/alcohol and any other search warrants needed and these templates shall be utilized by the prosecutor and the City.
- B. Whenever possible an electronic signature system will be utilized for requesting authorization of warrants by the Authority personnel and return by the City’s prosecutor. The City’s prosecutor shall be provided an Authority email account for transacting such business.
- C. Any and all subpoenas deemed necessary by the prosecutor shall be drafted by the City prosecutor’s staff. Subpoenas shall be forwarded to the Authority for service.

- D. If the City's prosecutor deems it necessary to have evidence at a particular proceeding, communication regarding such evidence will be directed to the officer in charge of the case. The Authority's personnel shall not be expected to bring evidence to every court proceeding for which they receive a subpoena, unless specifically directed to do so.
- E. The City's prosecutor shall advise the Authority of a secondary contact in the event he or she is unavailable.

Section 3: Breach of Agreement. If the City's prosecutor breaches this Agreement, the Authority shall notify the City in writing of the circumstances of the breach (hereinafter "Notice"). The City shall have no more than seven calendar days from the date it receives the Notice from the Authority to discuss the alleged breach with its prosecutor. Within 10 calendar days of receipt of the Notice, representatives from the City and the Authority shall meet to discuss the alleged breach. If it is determined by the parties that the prosecutor breached this Agreement, the City and Authority shall develop a corrective action plan to ensure that future breaches do not occur. If the City's prosecutor breaches this Agreement three or more times within a twelve-month period, the City agrees to take whatever action is necessary, up to and including the replacement of the prosecutor, to ensure that no future violations of this Agreement happen in the future.

Section 4: Interpretation. For purposes of interpretation of this Agreement, neither the City nor the Authority shall be deemed to have been the drafter of this Agreement.

Section 5: Construction. This Agreement has been prepared and negotiations have occurred in connection with said preparation pursuant to the joint efforts of the Parties hereto. This Agreement therefore shall not be construed against any party to this Agreement.

Section 6: Modification. This Agreement shall not be modified, altered, or amended except through a written amendment signed by the City and the Authority.

Section 7: No Third-Party Beneficiaries. This Agreement is not intended to confer upon any person or entity, other than the Parties hereto, any rights or remedies of any kind or nature whatsoever.

Section 8: Captions and Bylines. The captions and bylines used in this Agreement are for the convenience of reference only and in no way define, limit or describe the scope of intent of any provision of this Agreement.

Section 9: Addresses and Notice. Unless otherwise provided herein, any Notice to the City must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of the City. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the City. For the purposes of notice, the address of the City shall, until changed as hereinafter provided, be as follows:

City of Swartz Creek
Attn: City Manager
8083 Civic Drive
Swartz Creek, MI 48473

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

Section 10. Term. The term of this Prosecution Protocol shall be for the same term as stated in Section 8.01 of the INTERLOCAL AGREEMENT ESTABLISHING THE METRO POLICE AUTHORITY OF GENESEE COUNTY, which was filed with the state of Michigan, Department of State on December 9, 2015.

IN WITNESS WHEREOF, the City acting under authority of its governing body has caused this Agreement to be duly executed as of the day and year first above written, which is the Agreement and Effective Date.

THE CITY

By: _____

ATTEST:

(OFFICIAL SEAL)

This Agreement was prepared by:

McGraw Morris P.C.
Attorney Kevin Kilby (P68599)
2075 West Big Beaver Road
Suite 750
Troy, Michigan 48084
(248) 502-4000
kkilby@mcgrawmorris.com



ARCHITECTS. ENGINEERS. PLANNERS.

December 3, 2018

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

**RE: Design Engineering Services
Oakview, Chelmsford, and Oxford Reconstruction**

Dear Mr. Zettel:

OHM Advisors is excited to submit this proposal for design engineering services for the City's Local Street Projects to be completed in conjunction with the USDA Water Main Replacement Project.

PROJECT UNDERSTANDING

As you are aware the USDA project has been authorized and the survey and design is currently underway. The project includes replacement of water main along Oakview (from Seymour to Chelmsford), Oxford Court, and Chelmsford (from Seymour to Oakview). All features impacted by the water main replacement will be included in the USDA portion of the work (including sidewalk, driveways, restoration, pavement, and curb and gutter). In addition to replacing the water main the City would like to completely reconstruct these streets as part of the ongoing Local Street Improvement Program. This proposal is for design engineering services not included in the USDA portion of the project.

The reconstruction of Chelmsford, Oxford Court, Winston, and Oakview will involve complete removal and replacement of the existing street cross-section including pavement, driveways, storm sewers, and sidewalks. The limits will be Oakview (from Seymour to Chelmsford), Oxford Court, Winston Drive (from Oakview to Chesterfield), and Chelmsford (from Seymour to Oakview). All green space within the public right of way will be restored with grass. Decorative lighting and conduit will be installed at locations specified by the City. As part of the ongoing local streets projects it is the City's desire to reconstruct each of these roads with new pavement, curb and gutter, driveways, sidewalks and associated drainage improvements. This project will be advertised along with the USDA project to provide one consistent contractor to complete the work. OHM Advisors proposes the following scope to assist the City with design engineering services.

SCOPE OF SERVICES

Our scope of services for the work effort is as follows:

DESIGN ENGINEERING

- ▶ Map existing utilities into the topographical survey and coordinate any potential conflicts with utility owners.
- ▶ Coordinate proposed conduit and decorative lighting with Consumers Energy.
- ▶ Analyze street corridor drainage and design storm sewer collection system.

OHM Advisors*
G3101 W. BRISTOL ROAD
FLINT, MICHIGAN 48507

T 810.396.4015
F 734.522.6427

OHM-Advisors.com



- ▶ Develop a proposed surface to be used for construction staking purposes.
- ▶ Prepare construction drawings (cover sheet, legend sheet, detail sheets, removal sheets, construction sheets, profile sheets, landscaping sheets, and maintenance of traffic sheets) and technical specifications.
- ▶ Prepare Soil Erosion and Sedimentation Control permit application for submittal to GCDC.
- ▶ Assist in public and stakeholder engagement with attendance at one public meeting and one meeting with the City's Street Committee.
- ▶ Prepare final plans, engineer's opinion of cost, and include in the USDA bid package.

COMPENSATION AND SCHEDULE

The design services will be performed on a time and expense basis in accordance with the enclosed *Standard Terms and Conditions* for the not-to-exceed amount of **\$57,290.00**

OHM Advisors will begin the design immediately upon authorization by the City. This project will be incorporated into the USDA project which is currently scheduled to be bid in late 2019. The proposed construction schedule will be reviewed with you and your staff as the design progresses.

If this proposal is acceptable to you, please sign below and return our files. We look forward to being a part of the team and working with the City on another successful project. Should you have any questions regarding this proposal please feel free to call me at 810.396.4015.

Sincerely,
OHM Advisors

Andrew J. Harris, PE

Encl: *Standard Terms and Conditions*

**City of Swartz Creek
Design Engineering Services
Oakview and Chelmsford Reconstruction Project**

Accepted By: _____

Title: _____

Date: _____

STANDARD TERMS and CONDITIONS

1. THE AGREEMENT – These Standard Terms and Conditions and the attached Proposal or Scope of Services, upon their acceptance by the Owner, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and the Owner. The Agreement shall supersede all prior negotiations or agreements, whether written or oral, with respect to the subject matter herein. The Agreement may be amended only by mutual agreement between OHM ADVISORS and the Owner and said amendments must be in written form.

2. SERVICES TO BE PROVIDED – OHM ADVISORS will perform the services as set forth in the attached proposal or scope of services which is hereby made a part of the Agreement.

3. SERVICES TO BE PROVIDED BY OWNER – The Owner shall at no cost to OHM ADVISORS:

- a) Provide OHM ADVISORS personnel with access to the work site to allow timely performance of the work required under this Agreement.
- b) Provide to OHM ADVISORS within a reasonable time frame, any and all data and information in the Owners possession as may be required by OHM ADVISORS to perform the services under this Agreement.
- c) Designate a person to act as Owners representative who shall have the authority to transmit instructions, receive information, and define Owner policies and decisions as they relate to services under this Agreement.

4. PERIOD OF SERVICE – The services called for in this Agreement shall be completed within the time frame stipulated in the Proposal or Scope of Services, or if not stipulated shall be completed within a time frame which may reasonably be required for completion of the work. OHM ADVISORS shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this agreement resulting from any cause beyond OHM ADVISORS reasonable control.

5. COMPENSATION – The Owner shall pay OHM ADVISORS for services performed in accordance

with the method of payment as stated in the Proposal or Scope of Services. Method of compensation may be lump sum, hourly; based on a rate schedule, percentage of the construction cost, or cost plus a fixed fee. The Owner shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental or other special project related items at a rate of 1.15 times the invoice amount.

6. TERMS OF PAYMENT – Invoices shall be submitted to the Owner not more often than monthly for services performed during the preceding period. Owner shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a charge at the rate of one percent per month from said thirtieth day.

7. LIMIT OF LIABILITY – OHM ADVISORS shall perform professional services under this Agreement in a manner consistent with the degree of care and skill in accordance with applicable professional standards of services of this type of work. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability in the aggregate, of OHM ADVISORS and its Officers, Directors, Partners, employees, agents, and subconsultants, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arises out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of OHM ADVISORS or OHM ADVISORS' Officers, Directors, employees, agents or subconsultants, or any of them shall not exceed the amount of \$25,000 or OHM ADVISORS fee, whichever is greater.

8. ASSIGNMENT – Neither party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other party.

9. NO WAIVER – Failure of either party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either party at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.

10. GOVERNING LAW – The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.

11. DOCUMENTS OF SERVICE – The Owner acknowledge OHM ADVISORS' reports, plans and construction documents as instruments of professional services. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the work and payment in full of all monies due OHM ADVISORS, however, OHM ADVISORS shall have the unlimited right to use such drawings, specifications and reports and the intellectual property therein. The Owner shall not reuse or make any modifications to the plans and specifications without prior written authorization by OHM ADVISORS. In accepting and utilizing any drawings or other data on any electronic media provided by OHM ADVISORS, the Owner agrees that they will perform acceptance tests or procedures on the data within 30 days of receipt of the file. Any defects the Owner discovers during this period will be reported to OHM ADVISORS and will be corrected as part of OHM ADVISORS' basic Scope of Services.

12. TERMINATION – Either party may at any time terminate this Agreement upon giving the other party 7 calendar days prior written notice. The Owner shall within 45 days of termination, pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.

13. OHM ADVISORS' RIGHT TO SUSPEND ITS SERVICES – In the event that the Owner fails to pay OHM ADVISORS the amount shown on any invoice within 60 days of the date of the invoice, OHM ADVISORS may, after giving 7 days notice

to the Owner, suspend its services until payment in full for all services and expenses is received.

14. OPINIONS OF PROBABLE COST – OHM ADVISORS preparation of Opinions of Probable Cost represent OHM ADVISORS' best judgment as a design professional familiar with the industry. The Owner must recognize that OHM ADVISORS has no control over costs or the prices of labor, equipment or materials, or over the contractor's method of pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

15. JOB SITE SAFETY – Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the General Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made clear in the Owners agreement with the General Contractor. The Owner also agrees that OHM ADVISORS shall be indemnified and shall be made additional insureds under the General Contractors general liability insurance policy.

16. DISPUTE RESOLUTION – In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and OHM ADVISORS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

Public Works
Monthly Work Orders

01/02/19

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
CKME18-0400 COMPLETED	GR10-005387-0000-01	BOGDANOWICZ, LINDA 5387 GREENLEAF DR	12/19/18 12/19/18	CHECK METER
CKME18-0401 COMPLETED	MO10-005152-B113-01	RIVERSIDE MANOR TOWNHOUSES 5152 MORRISH # B113 RD	12/19/18 12/19/18	CHECK METER
FLAG18-0202 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	12/03/18 12/04/18	LOWER/RAISE FLAG
FNRD18-1489	BR30-000023-0000-05	BOBB, MICHELLE OR CURRENT RE 23 BROOKFIELD DR	12/03/18	FINAL READ
FNRD18-1490 CANCELLED	DU10-005264-0000-01	SCHMIDT, ROBERT 5264 DURWOOD DR	12/03/18 12/03/18	FINAL READ
FNRD18-1491 COMPLETED	DU10-005208-0000-01	CHEA, G 5208 DURWOOD DR	12/07/18 12/07/18	FINAL READ
FNRD18-1492 COMPLETED	MO10-004290-0000-01	ACQUIS INC, SPORTS CREEK 4290 MORRISH RD	12/13/18 12/13/18	FINAL READ
FNRD18-1494 COMPLETED	HT10-003264-0000-01	J W MORGAN CONSTRUCTION LLC 3264 HERITAGE BLVD	12/21/18 12/26/18	FINAL READ
GWO18-0502 COMPLETED	EL10-004125-0000-01	ELMS PARK 4125 ELMS RD	12/12/18 12/13/18	GENERIC WORK ORDE
GWO18-0503 COMPLETED	CI10-008095-000B-01	SENIOR CENTER 8095 CIVIC DR 000B	12/19/18 12/20/18	GENERIC WORK ORDE
LNSD18-0143 COMPLETED	FO10-005020-0000-05	WEFEL, DUSTIN 5020 FORD ST	12/05/18 12/06/18	LANDSCAPING
MNT18-0286 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	12/19/18 12/19/18	BUILDING MAINTENA
MTRP18-0558 COMPLETED	BR20-006499-0000-01	BELLOWS, CHRISTINE 6499 BRISTOL RD	12/12/18 12/13/18	METER REPAIR
MTRP18-0559 COMPLETED	EL10-003493-0000-08	SPALDING, MICHELLE 3493 ELMS RD	12/18/18 12/18/18	METER REPAIR
MTRP18-0560 COMPLETED	DO10-005191-0000-01	LAFAVE, DAN 5191 DON SHENK DR	12/20/18 12/20/18	METER REPAIR
MTRP18-0561	MO10-004437-0000-06	SWARTZ CREEK COMMUNITY SCHOO 4437 MORRISH RD	12/21/18	METER REPAIR
READ18-0639 COMPLETED	KR20-004276-0000-01	SPRINGVALE ASSISTED LIVING 4276 KROGER DR	12/06/18 12/06/18	READ METER
READ18-0640 COMPLETED	WI10-005414-0000-05	LAMROCK, TERRY 5414 WINSHALL DR	12/12/18 12/13/18	READ METER
READ18-0643 CANCELLED	DO10-005191-0000-01	LAFAVE, DAN 5191 DON SHENK DR	12/12/18 12/13/18	READ METER
READ18-0644 COMPLETED	EL10-003493-0000-08	SPALDING, MICHELLE 3493 ELMS RD	12/13/18 12/13/18	READ METER

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
READ18-0645 COMPLETED	EL10-004246-0000-01	ARBY'S STPRE #6451 4246 ELMS RD	12/14/18 12/14/18	READ METER
READ18-0647 COMPLETED	MO10-004437-0000-06	SWARTZ CREEK COMMUNITY SCHOO 4437 MORRISH RD	12/17/18 12/17/18	READ METER
READ18-0648 COMPLETED	EL10-003259-0000-01	ELMS ELEMENTARY 3259 ELMS RD	12/17/18 12/17/18	READ METER
RPLR18-0032 COMPLETED	DU10-005264-0000-01	SCHMIDT, ROBERT 5264 DURWOOD DR	12/11/18 12/11/18	REPLACE READER
RPLR18-0033 COMPLETED	MO10-005152-B113-01	RIVERSIDE MANOR TOWNHOUSES 5152 MORRISH # B113 RD	12/20/18 12/20/18	REPLACE READER
SAMP18-0027 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	12/17/18 12/17/18	WATER SAMPLES
SETM18-0082 COMPLETED	BR20-007028-0000-01	DONALDSON, PEGGY 7028 BRISTOL RD	12/03/18 12/03/18	SET METER
SP-000003 COMPLETED	BI10-005225-0000-01	CAMPBELL, ROBERT 5225 BIRCHCREST DR	12/18/18 12/18/18	SUMP PUMP
VA-000005 COMPLETED	LI10-004272-0000-01	BRIGGS, CAROL 4272 LINDSEY DR	12/13/18 12/13/18	VALVE
WOFF18-2108 COMPLETED	MI10-005354-0000-07	JONES, MATTHEW 5354 MILLER RD	12/04/18 12/04/18	WATER TURN OFF
WOFF18-2110 COMPLETED	FA10-005025-0000-02	BOHNARD, SHIRLEY 5025 FAIRCHILD ST	12/07/18 12/07/18	WATER TURN OFF
WTON18-1275 COMPLETED	CH20-009143-0000-01	COLEMAN, BRADLEY 9143 CHESTERFIELD DR	12/06/18 12/06/18	WATER TURN ON
WTON18-1276 COMPLETED	FA10-005025-0000-02	BOHNARD, SHIRLEY 5025 FAIRCHILD ST	12/07/18 12/07/18	WATER TURN ON
WTON18-1277 COMPLETED	MI10-005354-0000-07	JONES, MATTHEW 5354 MILLER RD	12/06/18 12/06/18	WATER TURN ON
WTON18-1278 COMPLETED	FA10-005025-0000-02	BOHNARD, SHIRLEY 5025 FAIRCHILD ST	12/26/18 12/26/18	WATER TURN ON

Total Records: 35

Report Generated: 1/2/2019 9:41 AM

Report Options: Scheduled From: 12/1/2018 To: 12/31/2018

DPS ACTIVITY DECEMBER 2018

	<u>REGULAR</u>	<u>HOLIDAY</u>	<u>VACATION</u>	<u>ABSENT</u>	<u>OT</u>	<u>DT</u>
101 GENERAL FUND						
262.0 ELECTIONS						
345.0 P S BLDG	30.85		1.10	2.07		
781.0 AMPHI-PARK						
782.0 ABRAMS PARK						
783.0 ELMS PARK	6.00			0.31		
784.0 BICENT. PARK						
790.0 SENIOR CENTER/LIBRARY	41.58		0.97	3.70		
793.0 CITY HALL	20.99		0.85	1.77		
794.0 COMM PROMO	81.15		19.67	11.62	4.00	
796.0 CEMETERY			3.75	1.25		
202 MAJOR STREET FUND						
429.0 SAFETY						
441.0 PARK & RIDE	11.00		1.88	1.70		
463.0 STREET MAIN	61.15		1.13	2.56		
474.0 TRAFFIC	2.15		0.06			
478.0 SNOW & ICE	27.30		1.00	0.22	4.50	
482.0 ADMIN	9.43		0.24			
203 LOCAL STREET FUND						
429.0 SAFETY						
463.0 STREET MAIN	71.15		6.03	3.12		
474.0 TRAFFIC	2.15		0.06			
478.0 SNOW & ICE	32.30		6.13	1.81		
482.0 ADMIN	10.51		0.27			
226 GARBAGE FUND						
528.0 COLLECT	11.00		0.94	1.12		
530.0 WOODCHIPPING	2.00		6.56	2.40		
782.0 WINSHALL PARK GARBAGE	1.00			0.01		
783.0 ELMS PARK GARBAGE	4.00		1.88	1.13		
793.0 CITY HALL	5.25		0.21	0.44		
590 WATER						
540.0 WATER SYSTEM	93.03		8.05	3.74	2.00	2.00
540.0 WATER-ON CALL	3.00			0.21		
542.0 READ & BILL	54.85		1.97	1.78		
793.0 CITY HALL	13.12		0.53	1.11		
591 SEWER						
536.0 SEWER SYSTEM	64.15		5.02	3.21		
536.0 SEWER-ON CALL	3.00			0.21		
537.0 LIFT STATION	5.23		0.14			
542.0 READ & BILL	54.85		1.98	1.79		
793.0 CITY HALL	13.12		0.53	1.11		
661 MOTOR POOL FUND						
795.0 CITY GARAGE	27.19		5.05	3.11		
DAILY HOURS TOTAL	762.50	0.00	76.00	51.50	10.50	2.00

DPS Equipment Rental
 December 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													
101.450 Forestry													
101.781 Pajtas Amphi													
101.782 Winshall Pk													
101.783 Elms Pk	4											1	
101.784 Bicentennial Pk													
101.790 Sen Ctr./Lib	24.5		1										
101.345 PS Bldg	20	2	4										
101.793 City Hall	29	3	4										
101.794 Comm Promo	4					2							
661.795 City Garage	4		3										
101.796 City Cem													
202.463 Maint. Major	12.5							6					
202.474 Traffic-Major													
202.478 Snow/Ice-Maj										7		9	
202.482 Major-Admin		2	6										
203.463 Maint-Local	14											5	
203.474 Traffic-Local													
203.478 Snow/Ice-Local										3		2	
203.482 Local-Admin		2	6										
226.528 Waste Collect	16												
226.530 Woodchipping													
590.540 Water System	39	8	24.5										
590.542 Water-Read/Bill	34.5	1.5	5										
591.536 Sewer System	18	6	16										
591.537 Sewer Lift Stat			4										
226.782 Winshall Pk Gbg	1												
226.783 Elms Pk Gbg	2												
591.542 Sewer Read/Bill	34.5	1.5	5										
Total	257	26	78.5	0	0	2	0	6	0	10	0	17	0

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 Pajtas Amphi													
101.782 Winshall Pk													
101.783 Elms Pk													
101.784 Bicentennial Pk													
101.790 Sen Ctr./Lib													
101.345 PS Bldg													
101.793 City Hall													
101.794 Comm Promo							2						
661.795 City Garage													
101.796 City Cem													
202.463 Maint. Major			16		6	4							
202.474 Traffic-Major													
202.478 Snow/Ice-Maj													
202.482 Major-Admin													
203.463 Maint-Local			31			8							
203.474 Traffic-Local													
203.478 Snow/Ice-Local		3											
203.482 Local-Admin													
226.528 Wast Collect													
226.530 Woodchipping													
590.540 Water System													
590.542 Water-Read/Bill													
591.536 Sewer System													
591.537 Sewer Lift Stat													
Total	0	3	47	0	6	12	2	0	0	0	0	0	0

December 2018	MILES DRIVEN		GALLONS GAS PURCHASED		GALLONS DIESEL PURCHASED
#5-16 2WD gas	873.0				
#7-15 4WD gas	469.0		53.1		
#3-08 P/U 4WD gas	375.0		46.7		
#10-18 P/U diesel	245.0		14.0		
09-03 P/U 4WD diesel					
#2-08 P/U 4WD gas	259.0		46.4		
#6-00 BACKHOE diesel					
#11 DUMP gas					
#12-02 DUMP diesel	108.0				22.0
#12-04 DUMP diesel	231.0				52.0
#12-99 GENERATOR gas					
#17 CASE BACKHOE diesel					
#19 JD TRACTOR diesel					
#06-99 BUCKET TRUCK gas					
#21 WOOD CHIPPER diesel					
#807 STREET SWEEPER diesel	144.0				97.0
#42 ASPHALT HEATER diesel					
#37 TRAIL ARROW					
#10-15 GEN gas					
#5-18 KUBOTA (Hours)					
gas can					
TOTAL	2704.0		160.2		171.0

01/03/2019

CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 12/01/2018 - 12/31/2018

Highlighted amount is total for that vendor

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
12/03/2018	45882	COMCAST BUSINESS	11/26-12/25/18 CITY HALL	259.60
12/03/2018	45883	SALLY M ADAMS	JUL-DEC 2018 RETIREE INSURANCE	1,575.00
12/03/2018	45884	STATE OF MICHIGAN	STATE DIST 5-50 LAND BANK PMTS 11/1-15/1	119.87
12/03/2018	45885	THOMAS SVRCEK	REIMB X-MAS LIGHTS	74.30
12/06/2018	45886	BENJAMIN BABCOCK	UB REFUND FOR 9289 CEDAR CREEK	204.90
12/06/2018	45887	C & H CONSTRUCTION CO INC	WATERMAIN REPAIR 4206 MOUNTAIN ASH	730.50
12/06/2018	45888	CBIZ BENEFITS AND INSURANCE SRV INC	ACTUARIAL VALUATION OF CITY'S RETIREE HE	1,750.00
12/06/2018	45889	CHARTER TOWNSHIP OF MUNDY	OCT 2018 JOINT INSP & PERMIT FEES	5,970.00
12/06/2018	45890	CITY OF SWARTZ CREEK	WI18 TAXES 8002 MILLER RD 58-35-576-049	599.00
12/06/2018	45891	CITY OF SWARTZ CREEK	REIMB PETTY CASH	178.21
12/06/2018	45892	COMMUNITY IMAGE BUILDERS	ECON PLAN/RRC	3,517.06
12/06/2018	45893	DANIEL L RHANOR	CIVIC CTR OUTSIDE PLUG/ADD PLUG CITY HAL	130.00
12/06/2018	45894	DETROIT SALT COMPANY	ROAD SALT AT \$54.40 PER TON	2,733.60
12/06/2018	45895	DORNBOS SIGN & SAFETY INC	STOP SIGN (3)	138.03
12/06/2018	45896	FAMILY FARM AND HOME INC	NOVEMBER 2018 INVOICES	151.66
12/06/2018	45897	FERGUSON WATERWORKS #3386	LF 3/4 CTS COMP X MTR ANGLE BV LW	861.00
12/06/2018	45898	FIDELITY SECURITY LIFE INSUR/EYEMED	DEC. 2018 RETIREE VISION (6)	30.06
12/06/2018	45899	FLINT AREA NARCOTICS GROUP	2018/2019 MEMBERSHIP DUES	7,850.60
12/06/2018	45900	FLINT NEW HOLLAND	RUBBER CUTTING EDGE	226.92
12/06/2018	45901	GEN CTY METROPOLITAN ALLIANCE	2019 MEMBERSHIP DUES	150.00
12/06/2018	45902	GENESEE CTY CLERKS-TREAS ASSOC	2019 MEMB DUES KORTH/ESKEW	30.00
12/06/2018	45903	GENESEE CTY DRAIN COMMISSIONER	NPDES PHASE II FEES	750.38
12/06/2018	45904	GENESEE CTY DRAIN COMMISSIONER	COMM PUBLIC WATER SUPPLY FEE	3,177.84
12/06/2018	45905	GILL ROYS HARDWARE	NOV 2018 INVOICES	458.66
12/06/2018	45906	HOWE ART SUPPLIES	DDA FACADE GRANT AGREEMENT	2,250.50
12/06/2018	45907	HYDRO DESIGNS INC	NOV 2018-JAN 2019 WATER CROSS CONN CNTRL	879.00
12/06/2018	45908	I T RIGHT INC	PC MID-RANGE MINI TOWER	780.00
			SERV CONTRACT 1/9/19-1/8/22	4,500.00
				5,280.00
12/06/2018	45909	JENTERY FARMER	MILEAGE TO MML CLASS IN SAGINAW 11/28/18	46.87
12/06/2018	45910	JOHNS TRUCK SERVICE	REPLACE HYDRAULIC LINES/HYDRAULIC OIL (5	407.08
12/06/2018	45911	KNAPHEIDE TRUCK EQUIPMENT	PICKUP BLADES	400.00
			CUTTING EDGE KIT (3)	771.97
				1,171.97
12/06/2018	45912	MICHIGAN PIPE AND VALVE	REPAIR CLAMP (4)	1,350.00
12/06/2018	45913	MONROE TRUCK EQUIPMENT INC	RUBBER ROLL	15.00
12/06/2018	45914	OFFICE DEPOT CREDIT PLAN	MONTHLY STATEMENT	44.45
12/06/2018	45915	PARAGON LABORATORIES INC	EML/WATER SAMPLES WO SWARTZCREEK-11/14/1	537.00
			EML/WATER SAMPLES WO SWARTZ CREEK-11/14/	330.00
				867.00
12/06/2018	45916	ROWE PROFESSIONAL SERVICES CO	DAVAL RECONSTRUCTION	8,628.25
12/06/2018	45917	RWS OF MID MICHIGAN	NOV 2018 FY19 GARBAGE/RECYCLING/YARD WAS	23,048.02
12/06/2018	45918	SELF SERVE LUMBER CO.	PLYWOOD, BOLTS, WASHERS, NUTS	43.24
12/06/2018	45919	SIMEN FIGURA & PARKER PLC	NOV 2018 MONTHLY INVOICE	3,906.00
12/06/2018	45920	SUBURBAN AUTO SUPPLY	SPARK PLUG	5.98
			SUPERCLEAN/ARMOR ALL	15.68
				21.66

12/06/2018	45921	SWARTZ CREEK AREA FIRE DEPT.	AUG 2018 FY19 FIRE BUDGET & MONTHLY RUNS SEPT 2018 FY19 FIRE BUDGET & MONTHLY RUN OCT 2018 FY19 FIRE BUDGET & MONTHLY RUNS	3,464.75 3,868.67 3,261.44 10,594.86
12/06/2018	45922	U. S. POST OFFICE	POSTAGE FOR DECEMBER 2018 NEWSLETTER	646.90
12/06/2018	45923	UNIFIRST CORPORATION	MATS, SUPPLIES UNIFORMS, MATS, SUPPLIES, ENV.	40.51 160.25 200.76
12/06/2018	45924	VERIZON WIRELESS	11/24-12/23/18 MONTHLY INVOICE	300.86
12/17/2018	45925	A & N GRAPHICS LLC	DOUBLE SIDED W/STAKES SIGNS (3)	60.00
12/17/2018	45926	ACE OUTDOOR SERVICES LLC	SNOW PLOWING CITY LOTS/WALKWAY SHOVELING	490.00
12/17/2018	45927	ADAM ZETTEL	REIMB DEQ TRAINING/CERT	95.00
12/17/2018	45928	ADS PLUS PRINTING LLC	DECEMBER NEWSLETTER (2500) LOGON ENVELOPES (QTY 500)	1,206.60 163.80 1,370.40
12/17/2018	45929	BIO-SERV CORPORATION	PEST CONTROL/PUBLIC SAFETY BLDG	55.00
12/17/2018	45930	BLACKMORE ROWE INS	2019 PUBLIC OFFICIAL BOND/KORTH	100.00
12/17/2018	45931	BLUE CARE NETWORK-EAST MI	JAN 2019 RETIREE MEDICAL TYLER JAN 2019 COBRA HEALTH CARE O'BRIEN JAN 2019 RETIREE HEALTH CARE CLOLINGER	645.00 614.00 1,243.63 2,502.63
12/17/2018	45932	CISLO TITLE CO	UB REFUND FOR 4379 MORRISH RD	137.40
12/17/2018	45933	COMMUNITY IMAGE BUILDERS	ECON PLAN/RRC	1,814.30
12/17/2018	45934	CONSUMERS ENERGY	11/1-12/4/18 A 8301 CAPPY LN	332.10
12/17/2018	45935	CONSUMERS ENERGY	11/1-12/4/18 A 8100 CIVIC DR	1,632.26
12/17/2018	45936	CONSUMERS ENERGY	10/31-12/3/18 A 4510 MORRISH RD	38.38
12/17/2018	45937	CONSUMERS ENERGY	10/31-12/3/18 A 5121 MORRISH RD	721.43
12/17/2018	45938	CONSUMERS ENERGY	10/31-12/3/18 A 8083 CIVIC DR	720.08
12/17/2018	45939	CONSUMERS ENERGY	10/31-12/3/18 A 8011 MILLER RD	26.03
12/17/2018	45940	CONSUMERS ENERGY	10/31-12/3/18 A 8095 CIVIC DR	924.19
12/17/2018	45941	CONSUMERS ENERGY	10/31-12/3/18 A 5361 WINSHALL DR #2 REST	28.09
12/17/2018	45942	CONSUMERS ENERGY	10/31-12/3/18 A 9099 MILLER RD	34.82
12/17/2018	45943	CONSUMERS ENERGY	10/31-12/3/18 A 5361 WINSHALL DR 8369	26.68
12/17/2018	45944	CONSUMERS ENERGY	10/31-12/3/18 A 5257 WINSHALL DR	25.25
12/17/2018	45945	CONSUMERS ENERGY	10/31-12/3/18 A 8499 MILLER RD	26.54
12/17/2018	45946	CONSUMERS ENERGY	10/31-12/3/18 A 8059 FORTINO DR	49.04
12/17/2018	45947	CONSUMERS ENERGY	11/1-11/30/18 ELMS PARKING LOT AREA LIGH	30.84
12/17/2018	45948	CONSUMERS ENERGY	11/1-11/30/18 4524 MORRISH RD	47.84
12/17/2018	45949	CONSUMERS ENERGY	11/1-11/30/18 STREET LIGHTS 1294	8,662.50
12/17/2018	45950	CONSUMERS ENERGY	11/1-11/30/18 TRAFFIC LIGHTS 1781	392.30
12/17/2018	45951	CONSUMERS ENERGY	11/1-11/30/18 SIRENS TRAFFIC LIGHTS 1997	26.06
12/17/2018	45952	CONSUMERS ENERGY	11/2-12/5/18 A 4125 ELMS RD PAVILION 443	32.11
12/17/2018	45953	CONSUMERS ENERGY	11/2-12/5/18 A 4125 ELMS RD 4353	34.82
12/17/2018	45954	CONSUMERS ENERGY	11/2-12/5/18 A 6425 MILLER PARK & RIDE	90.27
12/17/2018	45955	CUMMINS BRIDGEWAY	BALANCE OF INVOICE	853.39
12/17/2018	45956	CURTIS A PORATH	UB REFUND FOR 4491 FREDERICK	139.22
12/17/2018	45957	DAVID CROSS	2018 DEC BOR TAX REFUND 58-02-527-018	577.26
12/17/2018	45958	DELTA DENTAL PLAN	JAN 2019 RETIREE DENTAL (6)	424.98
12/17/2018	45959	DENNIS W CRAMER	MILEAGE SMALL CITIES 12/5/18 MILEAGE/MEAL	35.47
12/17/2018	45960	DETROIT SALT COMPANY	ROAD SALT AT \$54.40 PER TON	2,668.86
12/17/2018	45961	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	5.00
12/17/2018	45962	GEN CTY ROAD COMMISSION	OCT 2018 S-MTCE & OPERATIONS	285.34

			NOV 2018 S-MTCE & OPERATIONS	236.65
			I-69 WB RAMP/MORRISH	407.44
				929.43
12/17/2018	45963	GENESEE CTY DRAIN COMMISSIONER	WATER 10/31-11/28/18 1,824,825 CF	121,027.44
12/17/2018	45964	GERALD & SUSAN HUNGERFORD TRUST	2018 DBOR SU TAX REFUND 58-36-651-157	1,383.20
12/17/2018	45965	I T RIGHT INC	PC MID MINI TOWER (2)	1,560.00
12/17/2018	45966	JAMS MEDIA LLC	HYDRANT FLUSH/ORDIN 434/REHAB STRUCTURE SIDEWALK NOTICE/CDBG PUBLIC HEARING	1,684.35 84.60
				1,768.95
12/17/2018	45967	JEFFREY HITTLE	2018 DBOR SU TAX REFUND 58-03-533-141	1,281.96
12/17/2018	45968	JERRY'S TIRE	TIRES (6)	791.90
12/17/2018	45969	JOHNS TRUCK SERVICE	SHORTEN AND TIGHTEN CHAIN	225.00
12/17/2018	45970	KCI	WINTER 2018 TAX BILLS	332.62
12/17/2018	45971	KCI	POSTAGE EST FOR JAN 2019 UB BILLS	892.08
12/17/2018	45972	LEGACY ASSESSING SERVICES INC	DEC 2018 ASSESSING SERVICES OCTOBER 2018	2,566.00
12/17/2018	45973	MATTHEW IRISH	UB REFUND FOR 5132 WINSHALL	160.45
12/17/2018	45974	MATTHEW R WADDILL	PLUG TIRE	10.00
12/17/2018	45975	METRO POLICE AUTH OF GENESEE COUNTY	FANG DUES 2018/2019 MEMBERSHIP	7,850.60
12/17/2018	45976	MICHIGAN MUNICIPAL LEAGUE	MEMB DUES 2/1/19-1/31/20	3,175.00
12/17/2018	45977	MISS DIG SYSTEM INC	ANNUAL MEMB FEES 2019	933.18
12/17/2018	45978	MY-CAN LLC	PORT-A-JON RENTAL ELMS PARK	130.00
12/17/2018	45979	PLANTE & MORAN PLLC	GASB ASSISTING SERVICES/FINAL FY18 AUDIT	15,955.00
12/17/2018	45980	RALPH NEWTON	REIMBURSEMENT FOR SEWER SERVICES	85.00
12/17/2018	45981	ROBERT D ROBBINS	UB REFUND FOR 4186 BIRCH LN	4.00
12/17/2018	45982	SUPER FLITE OIL CO INC	NOV 2018 FUEL - DPW	1,432.66
12/17/2018	45983	SWARTZ CREEK AREA FIRE DEPT.	NOV 2018 FY19 FIRE BUDGET & MONTHLY RUNS	1,350.57
12/17/2018	45984	UNIFIRST CORPORATION	MATS, SUPPLIES	40.51
			UNIFORMS, MATS, SUPPLIES, ENV.	134.59
			MATS, SUPPLIES	40.51
			UNIFORMS, MATS, SUPPLIES, ENV.	134.59
				350.20
12/17/2018	45985	UNUM LIFE INSURANCE	JAN 2019 RETIREE LIFE INS (3)	35.10
12/17/2018	45986	WILLIAM SEWELL JR	2018 DBOR SU TAX REFUND 58-03-580-010	1,478.07
GEN TOTALS:				
Total of 105 Checks:				282,308.56
Less 1 Void Checks:				7,850.60
Total of 104 Disbursements:				274,457.96

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							
PB1800063	12/12/18	Goods Roofing, Inc	(810) 653 7663	58-35-776-144	\$0 \$100.00	144 KINGSLEY	48473-Roofing
Total:		1 Permits	Value: \$0		Fee Total: \$100.00		Total Number of Dwelling Units 0
Electrical							
PE1800056	12/05/18	Douglas Caswell	(734) 718 1578	58-01-502-110	\$0 \$140.00	7445 GROVE ST	48473-Electrical
PE1800057	12/26/18	LJ Electric LLC	(810) 644 7769	58-02-501-084	\$0 \$140.00	5043 WINSTON DR	48473-Electrical
Total:		2 Permits	Value: \$0		Fee Total: \$280.00		Total Number of Dwelling Units 0
Mechanical							
PM180061	12/11/18	Adkisson & Sons Htg & Clg Inc	(810) 695 9300	58-36-676-013	\$0 \$225.00	4320 MAYA LN	48473-Mechanical
PM180062	12/17/18	Staley's Plbg & Htg, Inc.	(810) 659 5572	58-30-651-096	\$0 \$315.00	3269 HERITAGE BLVD	48473-Mechanical
PM180063	12/17/18	Blessing Co.	(810) 694 4861	58-02-501-039	\$0 \$195.00	8522 CHELMSFORD DR	48473-Mechanical
Total:		3 Permits	Value: \$0		Fee Total: \$735.00		Total Number of Dwelling Units 0
Plumbing							
PP160024	12/20/18	Superior Plbg & Const Inc	(810) 635 0601	58-36-676-043	\$0 \$105.00	7223 LINDSEY DR	48473 Plumbing
PP160025	12/20/18	Superior Plbg & Const Inc	(810) 635 0601	58-36-676-049	\$0 \$105.00	7181 LINDSEY DR	48473 Plumbing
PP160026	12/20/18	Superior Plbg & Const Inc	(810) 635 0601	58-36-676-041	\$0 \$105.00	7237 LINDSEY DR	48473 Plumbing
PP160027	12/20/18	Superior Plbg & Const Inc	(810) 635 0601	58-36-676-040	\$0 \$105.00	7247 LINDSEY DR	48473 Plumbing

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	
PP170006	12/20/18	Superior Plbg & Const Inc	(810) 635 0601	58-36-676-045	\$0 \$115.00	7209 LINDSEY DR	48473 Plumbing	
PP170007	12/20/18	Superior Plbg & Const Inc	(810) 635 0601	58-36-676-044	\$0 \$115.00	7219 LINDSEY DR	48473 Plumbing	
PP180019	12/20/18	Superior Plbg & Const Inc	(810) 635 0601	58-36-676-068	\$0 \$135.00	4278 LINDSEY DR	48473 Plumbing	
PP180020	12/20/18	Superior Plbg & Const Inc	(810) 635 0601	58-36-676-046	\$0 \$135.00	7205 LINDSEY DR	48473 Plumbing	
PP180021	12/20/18	Superior Plbg & Const Inc	(810) 635 0601	58-36-676-066	\$0 \$135.00	4288 LINDSEY DR	48473 Plumbing	
PP180022	12/20/18	Superior Plbg & Const Inc	(810) 635 0601	58-36-676-067	\$0 \$135.00	4282 LINDSEY DR	48473 Plumbing	
PP180023	12/20/18	Superior Plbg & Const Inc	(810) 635 0601	58-36-676-065	\$0 \$135.00	4292 LINDSEY DR	48473 Plumbing	
Total:		11 Permits	Value: \$0		Fee Total:	\$1,325.00	Total Number of Dwelling Units	0

Permit Total: 17 Value: \$0 Fee Total: \$2,440.00

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

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
5320 DURWOOD DR	58-03-533-124	Framing	12/03/2018	12/03/2018	Approved
8065 MAPLE ST	58-02-530-015	Ordinance	12/04/2018	12/04/2018	No Violation
8070 MAPLE ST	58-02-530-032	Status	12/04/2018	12/04/2018	Complied
5929 CROSSCREEK DR	58-36-651-210	Insulation	12/04/2018	12/04/2018	Approved
6310 CONCORD DR	58-30-651-073	Backfill	12/04/2018	12/04/2018	Approved
5320 DURWOOD DR	58-03-533-124	Insulation	12/04/2018	12/04/2018	Approved
3269 HERITAGE BLVD	58-30-651-096	Rough	12/04/2018	12/04/2018	Approved
7028 BRISTOL RD	58-25-576-021	Insulation	12/04/2018	12/04/2018	Approved
8475 MILLER RD	58-02-501-078	Final	12/04/2018	12/04/2018	Approved
5275 OAKVIEW DR	58-02-501-116	Ordinance	12/04/2018	12/04/2018	Violation(s)
4169 JENNIE LN	58-36-526-024	Site Inspection	12/04/2018	12/04/2018	Partially Complied
5260 BIRCHCREST DR	58-03-531-047	Fire Blocking for Fir	12/05/2018	12/05/2018	Approved
7445 GROVE ST	58-01-502-110	Service	12/05/2018	12/05/2018	Approved
4126 ELMS RD	58-36-526-020	Status	12/06/2018	12/12/2018	Complied
4290 MORRISH RD	58-35-400-001	Ordinance	12/06/2018	12/06/2018	Violation(s)
4278 MORRISH RD	58-35-576-019	Ordinance	12/06/2018	12/06/2018	Violation(s)
8024 MAPLE ST	58-02-530-043	Final	12/06/2018	12/06/2018	Approved
5275 OAKVIEW DR	58-02-501-116	Status	12/06/2018	12/06/2018	No Change
5170 MORRISH RD	58-02-530-044	Follow Up	12/06/2018	12/06/2018	Complied
5170 MORRISH RD 2	58-02-530-044	Follow Up	12/06/2018	12/06/2018	Complied
5222 WORCHESTER DR	58-02-502-004	Follow Up	12/06/2018	12/06/2018	Complied
8390 CAPPY LN	58-02-503-031	Follow Up	12/06/2018	12/06/2018	Complied
4268 LINDSEY DR	58-36-676-070	Footing	12/07/2018	12/07/2018	Approved
7200 PARK RIDGE PKWY	58-36-529-010	Final Zoning-Admin	12/10/2018	12/10/2018	Approved
5213 DURWOOD DR	58-03-533-165	Follow Up	12/10/2018	12/10/2018	Complied
4268 LINDSEY DR	58-36-676-070	Backfill	12/10/2018	12/10/2018	Approved
4278 MORRISH RD	58-35-576-019	Letter	12/10/2018	12/10/2018	Violation(s)
4290 MORRISH RD	58-35-400-001	Letter	12/10/2018	12/10/2018	Violation(s)
4169 JENNIE LN	58-36-526-024	Status	12/11/2018	12/11/2018	Complied
9193 NORBURY DR	58-03-533-198	Rough	12/11/2018	12/11/2018	Approved
5291 WORCHESTER DR	58-02-551-014	Initial	12/11/2018	12/11/2018	Violation(s)
8353 CAPPY LN	58-02-503-042	Initial	12/11/2018	12/11/2018	Violation(s)
6211 BRISTOL RD	58-31-200-004	Initial	12/11/2018	12/11/2018	Violation(s)
6218 MILLER RD	58-31-526-016	Initial	12/11/2018	12/11/2018	Violation(s)
5438 MILLER RD	58-29-551-006	Initial	12/11/2018	12/11/2018	Violation(s)
7103 MILLER RD	58-36-577-017	Initial	12/11/2018	12/11/2018	Violation(s)

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
5141 DURWOOD DR	58-03-533-154	Initial	12/11/2018	12/11/2018	Complied
5275 OAKVIEW DR	58-02-501-116	Status	12/12/2018	12/12/2018	No Change
5019 HAYES ST	58-02-529-006	Final-Admin	12/12/2018	12/12/2018	Approved
6292 AUGUSTA ST	58-30-651-023	Final-Admin	12/12/2018	12/12/2018	Approved
5275 OAKVIEW DR	58-02-501-116	Letter	12/12/2018	12/12/2018	Violation(s)
7572 CHURCH ST	58-36-551-011	Initial	12/12/2018	12/12/2018	Complied
7572.5 CHURCH ST	58-36-551-011	Initial	12/12/2018	12/12/2018	Complied
5052 FAIRCHILD ST	58-02-526-086	Initial	12/12/2018	12/12/2018	Violation(s)
5218 GREENLEAF DR	58-03-533-065	Final	12/13/2018	12/13/2018	Approved
16 BROOKFIELD	58-35-776-016	Final	12/13/2018	12/13/2018	Approved
4272 LINDSEY DR	58-36-676-069	Final	12/13/2018	12/13/2018	Disapproved
4272 LINDSEY DR	58-36-676-069	Right of Way	12/13/2018	12/13/2018	Partially Approv
3441 ELMS RD	58-30-551-006	Final	12/17/2018	12/17/2018	Approved
31 BROOKFIELD	58-35-776-031	Open Roof	12/17/2018	12/17/2018	Approved
3264 HERITAGE BLVD	58-30-651-094	Final	12/17/2018	12/17/2018	Approved
3264 HERITAGE BLVD	58-30-651-094	Right of Way	12/17/2018	12/17/2018	Approved
6133 BRISTOL RD	58-31-526-010	Final	12/18/2018	12/18/2018	Approved
3269 HERITAGE BLVD	58-30-651-096	Rough	12/18/2018	12/18/2018	Approved
5079 SCHOOL ST	58-02-526-012	Follow Up	12/18/2018	12/18/2018	Violation(s)
5351 WORCHESTER DR	58-03-578-013	Citation	12/18/2018	12/18/2018	Violation(s)
6133 BRISTOL RD	58-31-526-010	Right of Way	12/18/2018	12/18/2018	Approved
5304 DON SHENK DR	58-02-552-010	Follow Up	12/18/2018	12/18/2018	Locked Out
5185 WINSHALL DR	58-02-503-098	Follow Up	12/18/2018	12/18/2018	Violation(s)
7287 MILLER RD	58-36-577-033	Initial	12/18/2018	12/18/2018	Violation(s)
5079 SCHOOL ST	58-02-526-012	Initial	12/18/2018	12/18/2018	Locked Out
7512 GROVE ST	58-01-100-019	Status	12/19/2018	12/19/2018	No Change
5014 FORD ST	58-02-528-012	Status	12/19/2018	12/19/2018	No Change
5032 BRADY ST	58-02-527-007	Status	12/19/2018	12/19/2018	Partially Complie
5226 SEYMOUR RD	58-03-531-069	Final	12/19/2018	12/19/2018	Approved
6227 ST CHARLES PASS	58-30-651-121	Final Zoning	12/19/2018	12/19/2018	Approved
7594 MILLER RD	58-36-552-004	Follow Up	12/19/2018	12/19/2018	Complied
8138 MILLER RD	58-35-576-057	Progress	12/19/2018	12/19/2018	Approved
4367 SPRINGBROOK DR	58-36-651-117	Initial	12/19/2018	12/19/2018	Violation(s)
8101 CRAPO ST	58-02-530-041	Initial	12/19/2018	12/19/2018	Violation(s)
4141 MORRISH RD	58-36-100-001	Final	12/20/2018	12/20/2018	Approved
16 BROOKFIELD	58-35-776-016	Post Hole	12/20/2018	12/20/2018	Approved

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
3269 HERITAGE BLVD	58-30-651-096	Rough	12/20/2018	12/20/2018	Partially Approv
7451 WADE ST	58-01-502-098	Final-Admin	12/26/2018	12/26/2018	Approved
4290 MORRISH RD	58-35-400-001	Status	12/26/2018	12/26/2018	Complied
5275 OAKVIEW DR	58-02-501-116	Status	12/27/2018	12/27/2018	No Change
7508 ELIZABETH CT	58-36-651-059	Initial	12/27/2018	12/27/2018	Violation(s)

Inspections: 77

Population: All Records

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

Enforcements By Category

01/02/19

BLIGHT

Enforcement Number	Address	Status	Filed	Closed
E18-116	4169 JENNIE LN	Closed	12/04/18	12/11/18
			Total Entries: 1	

BUILDING VIOLATIONS

Enforcement Number	Address	Status	Filed	Closed
E18-115	5275 OAKVIEW DR	Violation	12/04/18	
			Total Entries: 1	

Total Records: 2

Population: All Records
Enforcement.DateFiled Between 12/1/2018 12:00:00 AM AND 12/31/2018 11:5

Certificates With Inspections

01/02/2019

Certificate Number	Address	Date Applied	Since	Issued	Last Inspection	Expires	Status
CR160032	7594 MILLER RD	02/08/2016	02/08/2016	12/27/2018	12/19/2018	12/27/2020	Certified
Follow Up	MATT	Matt Hart	Completed	Complied			
Follow Up	KBROWN	Matt Hart	Completed	Violation(s)			
Follow Up	JKEY	Matt Hart	Completed	Partially Complied			
Initial	JKEY	Matt Hart	Completed	Violation(s)			
CR180001	8390 CAPPY LN	01/17/2018	01/17/2018	12/06/2018	12/06/2018	12/06/2020	Certified
Follow Up	MATT	Matt Hart	Completed	Complied			
Initial	JKEY	Matt Hart	Completed	Partially Complied			
CR180007	5222 WORCHESTER DR	01/17/2018	01/17/2018	12/06/2018	12/06/2018	12/06/2020	Certified
Follow Up	MATT	Matt Hart	Completed	Complied			
Initial	JKEY	Matt Hart	Completed	Partially Complied			
CR180016	5170 MORRISH RD	07/03/2018	07/03/2018	12/06/2018	12/06/2018	12/06/2020	Certified
Follow Up	MATT	Matt Hart	Completed	Complied			
Initial	KBROWN	Matt Hart	Completed	Violation(s)			
CR180018	7572 CHURCH ST	09/05/2018	09/05/2018	12/12/2018	12/12/2018	12/12/2020	Certified
Initial	JKEY	Matt Hart	Completed	Complied			
CR180026	5213 DURWOOD DR	09/26/2018	09/26/2018	12/10/2018	12/10/2018	12/10/2020	Certified
Follow Up	MATT	Matt Hart	Completed	Complied			
Initial	JKEY	Matt Hart	Completed	Violation(s)			
CR180083	5141 DURWOOD DR	11/08/2018	11/08/2018	12/11/2018	12/11/2018	12/11/2020	Certified
Initial	JKEY	Matt Hart	Completed	Complied			
CR180095	7572.5 CHURCH ST	11/28/2018	11/28/2018	12/12/2018	12/12/2018	12/12/2020	Certified
Initial	JKEY	Matt Hart	Completed	Complied			

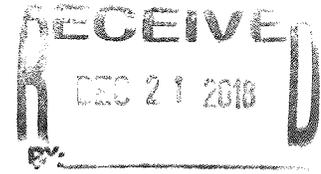
Population: All Records

Record Count: 8

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



December 19, 2018



City Clerk
City of Swartz Creek
8083 Civic Dr.
Swartz Creek, MI 48473

Re: MGM TV Channel Updates

Dear City Clerk:

We are committed to keeping you and our customers informed of Xfinity TV changes. MGM TV has terminated its contract with Comcast for distribution of MGM HD and Impact effective February 1, 2019.

As a result, we must remove this programming from our line-up and our on-demand library on January 31, 2019.

Please feel free to contact me at 517-334-5686 if you have any questions or issues.

Sincerely,

John P. Gardner
Director, External Affairs
Comcast, Heartland Region
1401 E. Miller Rd.
Lansing, MI 48911



**Michigan Natural Resources
Trust Fund
2018 Development Recommendations**

Priority Order	App. No.	Applicant	Project Title	Project County	Grant Award	Cumulative Grant Award
1	TF18-0136	Commerce Township	Scarlet's Playground at Dodge Park #5	Oakland	\$195,000	\$195,000
2	TF18-0104	Ingham County	Lake Lansing Park South Improvements	Ingham	\$300,000	\$495,000
3	TF18-0008	Kochville Township	Kochville Township Trail Extension	Saginaw	\$300,000	\$795,000
4	TF18-0005	City of Grand Rapids	Renovation and Development of Roberto Clemente Park	Kent	\$300,000	\$1,095,000
5	TF18-0038	Tittabawassee Township	Freeland-Kochville Path Extension	Saginaw	\$300,000	\$1,395,000
6	TF18-0184	Gogebic County	Bessemer to Ramsay Iron Belle Trail Project	Gogebic	\$299,900	\$1,694,900
7	TF18-0226	City of Kalamazoo	Kalamazoo River Valley Trail Development	Kalamazoo	\$300,000	\$1,994,900
8	TF18-0192	City of East Lansing	Bailey Park Improvements	Ingham	\$219,000	\$2,213,900
9	TF18-0036	Wayne County	Venoy Dorsey Park Canoe and Kayak Launch Development	Wayne	\$300,000	\$2,513,900
10	TF18-0033	City of Lansing	Cambridge to Frances Park River Trail Connection	Ingham	\$300,000	\$2,813,900
11	TF18-0050	Argentine Township	Argentine/LAFF Multi-Use Trail	Genesee	\$300,000	\$3,113,900
12	TF18-0061	Harrison Township	Waterfront Park Shoreline Improvements	Macomb	\$156,000	\$3,269,900
13	TF18-0120	Grant Township - Keweenaw	Keweenaw Point Trail - High Rock to Montreal River	Keweenaw	\$297,000	\$3,566,900
14	TF18-0187	Mundy Charter Township	Mundy Township's Hill Road Recreational Park Project	Genesee	\$283,000	\$3,849,900
15	TF18-0014	City of Ironwood	Miners Memorial Heritage Park Mountain Bike Trail System	Gogebic	\$280,000	\$4,129,900
16	TF18-0075	Genesee County	Flint River Scenic Overlook Picnic Area	Genesee	\$296,000	\$4,425,900
17	TF18-0101	Lansing Charter Township	Gould Park Redevelopment	Ingham	\$26,800	\$4,452,700
18	TF18-0026	City of Detroit	Romanowski Park Renovation	Wayne	\$300,000	\$4,752,700
19	TF18-0076	Genesee County	Iron Belle Trail Improvements at Vietnam Veterans Park	Genesee	\$296,000	\$5,048,700
20	TF18-0214	City of Escanaba	North City Limits Non-Motorized Pathway	Delta	\$300,000	\$5,348,700
21	TF18-0239	Delta County	Rapid River Falls ORV/ATV Campground	Delta	\$85,000	\$5,433,700
22	TF18-0056	DNR - Parks and Recreation Division	Belle Isle Park - Picnic Shelter Replacement	Wayne	\$300,000	\$5,733,700
23	TF18-0174	City of Port Huron	Palmer Park Inclusive Playground	St. Clair	\$50,000	\$5,783,700
24	TF18-0122	City of Petoskey	Iron Belle Trail Bear River Bridge	Emmet	\$83,000	\$5,866,700
25	TF18-0125	Van Buren Charter Township	Van Buren Twp. Iron Belle Trail / Belleville - Heritage Park	Wayne	\$300,000	\$6,166,700
26	TF18-0055	Orion Charter Township	East Clarkston Road Pathway - M-24 to Paint Creek	Oakland	\$300,000	\$6,466,700
27	TF18-0077	Genesee County	Iron Belle Trail - Richfield County Park	Genesee	\$300,000	\$6,766,700
28	TF18-0180	DNR - Parks and Recreation Division	Iron Belle Trail - Carp River Bridge Renovation	Emmet	\$140,000	\$6,906,700
29	TF18-0040	Baraga County	Point Abbaye Natural Area Pathway & Picnic Improvements	Baraga	\$49,500	\$6,956,200
30	TF18-0098	Oakland Charter Township	Paint Creek Junction Park Northern Trailhead Development	Oakland	\$228,400	\$7,184,600
31	TF18-0220	DNR - Parks and Recreation Division	Palms Book State Park - Raft Canopy Replacement	Schoolcraft	\$50,000	\$7,234,600
32	TF18-0130	Fork Township	Rustic Campground Development	Mecosta	\$50,000	\$7,284,600
33	TF18-0219	DNR - Parks and Recreation Division	Fayette Historic State Park - Visitor Center Accessibility	Delta	\$50,000	\$7,334,600
34	TF18-0039	Bates Township	Paint River Access Site Improvements	Iron	\$58,800	\$7,393,400

	<u>Number</u>	<u>Local</u>
Local	30	\$6,853,400
State	4	\$540,000
		\$7,393,400



To: Swartz Creek City Council
From: Doug Stephens, Swartz Creek Kiwanis Club
Re: Art in the Park art fair at Elms Park

Please consider this request to waive the fee for the total use of Elms Park on Friday, August 23, and Saturday, August 24, 2019.

HISTORY: We held the art fair at the park in 2009, 2010, 2011, and 2012. The public responded well to those events with nearly 2000 people attending each year. In 2013 and 2014 we tried moving indoors to the Cage Field House, which did not draw well. In 2015 we returned to Elms Park and despite the drippy weather the event drew a nice crowd.

We are partnering with the Swartz Creek Area Art Guild and the Women's Club. Generally speaking Kiwanis will provide seven years of experience in conducting an art fair; the Art Guild will be responsible for recruiting artists; the Women's Club will provide artist refreshments and conduct a blind auction. This is a fundraiser for all three groups, and we anticipate a total net profit in excess of \$8000, which will all go back into the community. The Chamber of Commerce is also a loyal sponsor and helper.

BENEFIT TO SWARTZ CREEK: In the past the art fair has brought a sense in pride in the community in that it has created positive awareness of Swartz Creek from outside communities. It has also brought in funds to the community that is used to benefit the community rather than a commercial entity. Some of those funds went directly into supporting Elms Park.

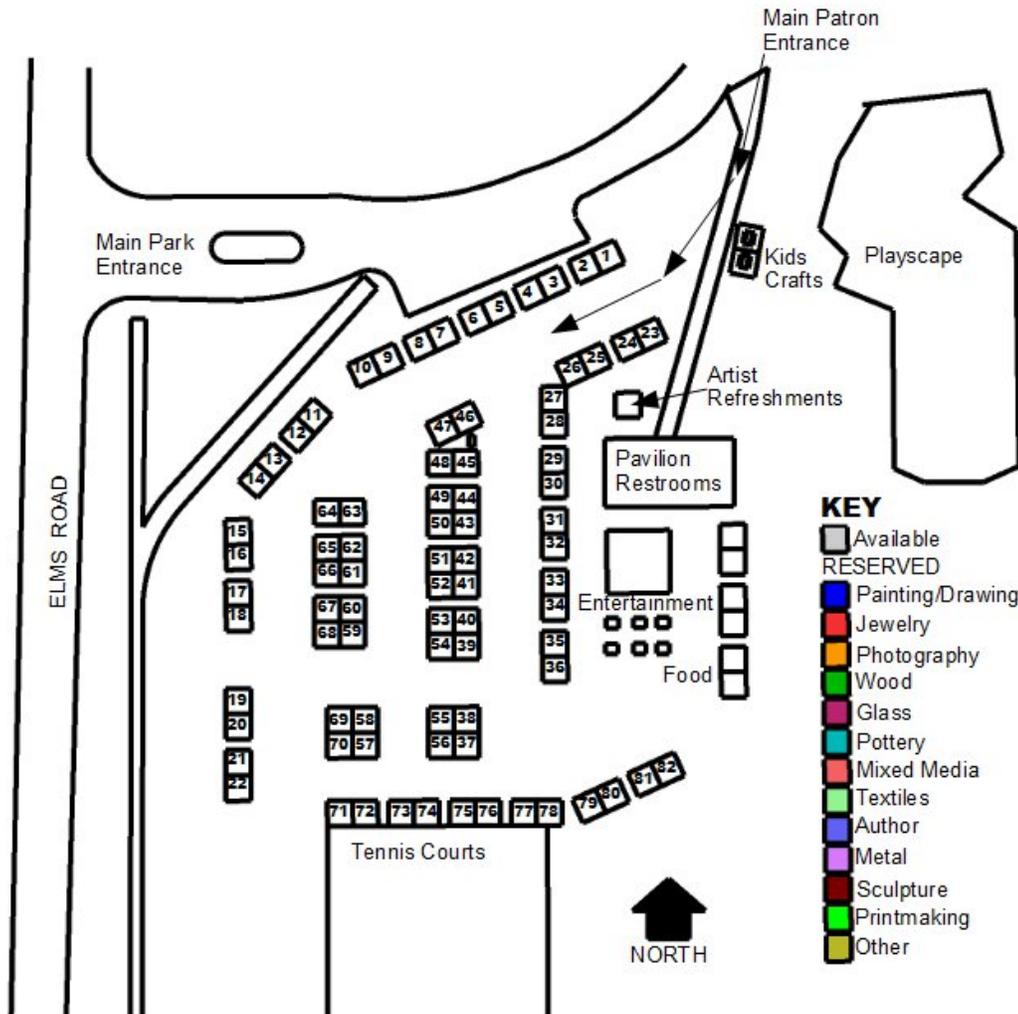
KIWANIS: The Kiwanis Club of Swartz Creek has been serving the youth of the Swartz Creek area since 1955. For example, we have provided over \$75,000 worth of college scholarships in that time. Their total budget has been in excess of \$500,000, all of which has gone back into the community. They were instrumental in building Elms Park and the main pavilion. In 2009 they made structural repairs and installed a new roof on the main pavilion. They also provided funds and volunteer labor in the construction of the play scape, and in 2011 they refurbished it. Some of their members are involved in the annual maintenance of the park (brush clearing, tree trimming etc.).

ART GUILD: Established in 2010, the Art Guild is dedicated to promoting interest in the visual arts through education and development of artistic activities in S.C. and surrounding areas. They partner with VSA of Michigan and Elmer Knoph Learning Center to provide art experiences and educational instruction for disabled youth and adults. They also sponsor an annual Student Exhibit at the Gallery for the S.C. High School Art Dept.

WOMEN'S CLUB: This group contributes many hours to Swartz Creek by planting and maintaining the flower pots in town and the entrance garden to the city buildings during the growing season. They have made financial contributions to the police and fire departments for the police dog, Cops in the Park, etc. They were also involved, physically and financially, in the repairs to the park pavilion in the downtown park, and the Veterans Memorial statues.

Your approval of this waiver would be greatly appreciated by these groups who are selflessly working hard to improve Swartz Creek, one dollar at a time.

Attached are images that represent how we intend to use the park. Questions can be addressed to Doug Stephens, dstephens@hsaa.com, Cell: 810 282 7641
City Council Packet





Swartz Creek City Council

To whom it may concern,

I am writing this letter to formally request the use of pavilions #2 and #3 on Saturday September 7th, 2019.

Last year I coordinated a non-profit event for the community to help bring friends and families together called The Fun Fair. It was advertised through Syring Elementary School and in Winchester Village. We had roughly 80 people that participated in the free games and the different goodies that were donated by members of the community. I was also able to get several Swartz Creek businesses who kindly donated prizes to the Fair.

Last year when the Fun Fair was planned it happened to fall on homecoming weekend. Luckily the pavilions were not already in use and we were able to use those pavillions free of charge. This year i was hoping to make sure that we have the availability again and since this event is for the betterment of the community i was hoping to have the fees waived.

I have had several people that have already inquired and are looking forward to participating in this years event.

Thank you very much for considering my request.

Sincerely,

Anne Bendall

POLLING PLACE AGREEMENT

CITY OF SWARTZ CREEK

And

UNITED METHODIST CHURCH of SWARTZ CREEK

This agreement is made this ____ day of _____, 2019 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 the United Methodist Church of Swartz Creek, an Ecclesiastical Corporation, with principal offices at 7400 Miller Road, PO Box 268, Swartz Creek, MI48473 ("Church" or "Owner")

WHEREAS, the City is in need of a conveniently located facility with sufficient size to serve as a polling place for various elections conducted by the City; and

WHEREAS, the Owner has a building located at 7400 Miller Road, Swartz Creek, MI 48473 which building has sufficient space for the efficient conduct of elections;

NOW, THEREFORE, the City and the Owner, acting by and through their duly authorized representatives, hereby AGREE AS FOLLOWS:

1. The owner will make available to the City sufficient space in its building located at 7400 Miller Road, Swartz Creek, MI 48473 (the "Facility") for the City to establish a polling place and to conduct City and school elections therein.
2. The space provided within the Facility shall be sufficient to accommodate voters as well as house the election workers and election equipment necessary to conduct a City election and/or a school election. To that end, school elections held on dates other than those on which a City election is held may be held in the so called "Johnson Room" which is located in the northern most room in the newest building addition, with general elections being held in the gym which is significantly larger.
3. The elections for which the City will use the Facility are:
 - a) The March presidential primary election held on the first Tuesday after the first Monday in March;
 - b) The May regular election held on the first Tuesday after the first Monday in May;
 - c) The August regular election held on the first Tuesday after the first Monday in August;
 - d) The November regular election held on the first Tuesday after the first Monday in November; and

- e) Other dates for special elections held in accordance with the Michigan Election law.
4. For each said election, the Owner shall make the space in the Facility available to the City one-half (%) day before the scheduled election date and no later than 1:00 PM, and for no more than one-half (%) day after each scheduled election date, up to 11:00 AM. Said dates will be extended whenever reasonably possible w such extension is necessary due to a change in the standard election procedures. Additional fees for such an extension may be decided by the parties. The City will need to have access to the facility by 6:00 AM. of an election day. It is anticipated that the City personnel will vacate the facility by 10:00 P.M. of an election day. Labor to set up tables and chairs will be provided by the City.
 5. The City shall pay the Owner the sum of Three-Hundred & Seventy-Five Dollars (\$375) for each time the City uses the Johnson Room for an election and Seven-Hundred & Fifty Dollars (\$750) for each time the City uses the gym for an election.
 6. The term of this agreement extends until December 31, 2023; however, either party may terminate this agreement for any reason upon giving the other party One Hundred Eighty (180) days written notice of such termination. In the event the Church elects to terminate this agreement, notice of such shall be sent to the City Clerk by certified-registered mail, return receipt requested.
 7. The Owner shall take all reasonable steps to ensure that the Facility is maintained in such a condition that election workers and voters will be able to conduct their activities at the Facility in a safe manner. If additional snow removal services are needed, other than that which may be provided by the Church, the City of Swartz Creek reserves the right to remove snow from any parking lot or sidewalk that may be needed to conduct election services. The removal of snow shall be without cost to the Church.
 8. The City shall take all reasonable steps to ensure that its election workers do not create any nuisance at the Facility or create any condition which would present a danger to persons using the Facility.
 9. Each party will indemnify and hold the other party harmless for any damages to persons or property occasioned by, and to the extent of, its negligence.
 10. The Church shall maintain a general liability insurance policy covering injuries to persons and property for persons using its Facility in an amount acceptable from time to time to the City Manager, but in no event less than One-Million Dollars (\$1,000,000) per occurrence and Two-Million Dollars Aggregate, and shall list the City as an additional insured on said policy.
 11. The City shall maintain a general liability insurance policy covering injuries to persons property for persons using the Facility for activities in connection with a City election. Such insurance shall be in an amount no less than One-Million Dollars (\$1,000,000) per

occurrence and Two-Million Dollars Aggregate, and shall list the Owner as an additional insured on said insurance policy.

12. The Owner shall maintain a policy of fire and casualty insurance on the Facility and such insurance coverage shall cover any equipment and other property of the City while such equipment and property is at the Facility for the purposes of this agreement.
13. The City shall provide casualty and property damage insurance coverage for its equipment and other property placed on the premises of the facility for the purposes of this agreement.
14. Except as stated in Section 6, any notices required to be given by either party to this agreement to the other shall be sufficient if given in writing and deposited in a United States Postal Service mailbox with sufficient first class postage thereon and addressed to:

a. For the City:

City Clerk & City Manager
City of Swartz Creek
8083 Civic Drive,
Swartz Creek, Michigan 48473

With a copy to:

City Attorney Michael Gildner, Esq.
SIMEN, FIGURA & PARKER, P.L.C.
5206 Gateway Centre Blvd, Ste. 200
Flint, MI 48507

b. For the Owner:

Kimberly Edwards, Church Building Administrator
United Methodist Church of Swartz Creek
7400 Miller Road
PO Box 268
Swartz Creek, MI 48473

15. This is the entire agreement between the parties regarding the City's use of the Facility for staging a polling place for elections and no other agreement regarding same is valid or enforceable unless such agreement is in writing as an amendment hereto.

(Signature Page to Follow)

CITY OF SWARTZ CREEK

**UNITED METHODIST CHURCH OF
SWARTZ CREEK**

,Chairperson Board Trustees

David A. Krueger, Mayor

Connie Eskew, City Clerk

*Approved as to form
Michael Gildner
City Attorney*

Genesee County Land Bank 2018 Annual Review

Blight Elimination Underway

The Genesee County Land Bank Authority (GCLBA) demolished more than 3,800 blighted residential structures in Flint and Genesee County under the U.S. Department of Treasury's Hardest Hit Fund (HHF) allocated through the Michigan Homeowner Assistance Nonprofit Housing Corporation (MHA). A total of \$67.5 million in HHF grants awarded since 2014 will enable the GCLBA to demolish more than 5,100 properties by the summer of 2019. During this fiscal year the GCLBA expended more than \$9.4 million to demolish 812 residential and commercial structures to help stabilize neighborhoods throughout Flint and Genesee County. The table and chart below provide details on the location of demolitions by municipality and the breakdown of funds expended by source during this fiscal year.

- By Christina Kelly



Message from our Board Chair & Executive Director

On behalf of the Genesee County Land Bank Authority, we are pleased to present this annual review to the community. This report highlights some of the Land Bank's activities and accomplishments in 2018. We hope you will find the report to be informative.

You can learn more about our work throughout the year by joining our e-mail list at www.thelandbank.org or "liking" our page on Facebook.

As we reflect on the achievements of 2018 and plan for new opportunities and challenges in the year to come; we extend a heartfelt thank you to our community partners who play an invaluable role in our work.

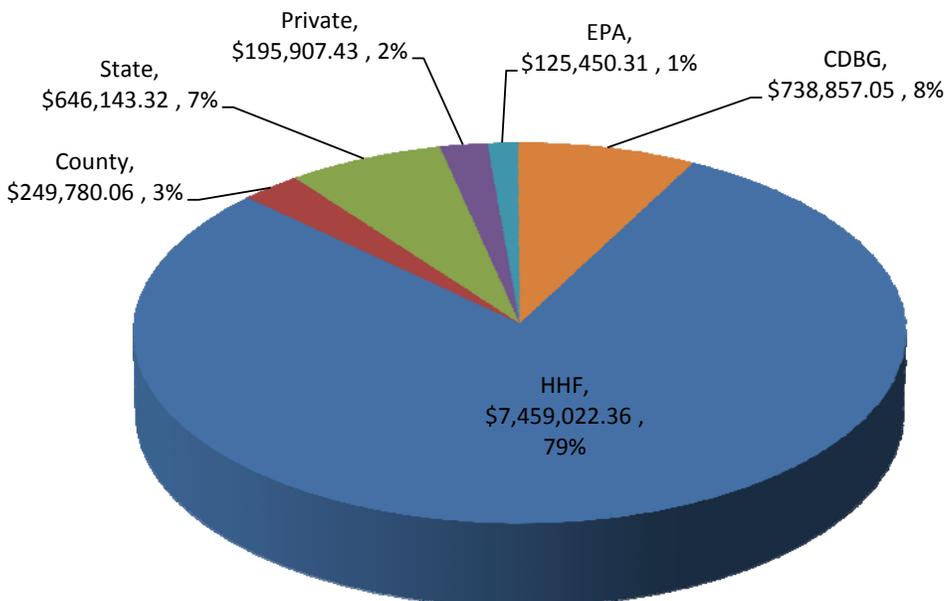
Deborah Cherry, Chairperson
Michele Wildman, Executive Director

Residential & Commercial Demolitions in Fiscal Year 2018

Municipality	Units
City of Flint	685
Mt. Morris Township	80
Flint Township	24
City of Burton	10
Genesee Township	7
Village of Gaines	2
Montrose Township	2
City of Flushing	1
Thetford Township	1
Total	812



Demolition Expenditures in FY 2018*



* \$9,415,160.53 spent on demolition in FY 2018 (as of 12/13/18)

Transforming Blighted Properties

The Genesee County Land Bank has played a key role in transforming blighted properties into community assets. Here are a few examples of projects from the past year where the GCLBA collaborated with the City of Flint and others to secure state and federal resources to demolish blighted structures and address environmental challenges to make way for new developments:



810 Ballenger Highway: The GCLBA demolished this burned and condemned former apartment complex adjacent to the Glendale Hills neighborhood in the summer of 2018. McLaren Flint purchased the site through a competitive bidding process with plans to incorporate it into its medical campus. The improved site will support redevelopment in the area.



1425 North Saginaw Street: The vacant and blighted building demolished this summer was a nuisance to residents in the Smith Village and University Park Estates neighborhoods. The demolition paves the way for the City of Flint, Flint Housing Commission and Norstar Development to initiate the first phase of the Choice Neighborhoods development project supported by a \$30 million grant from HUD awarded this summer. Development begins in the fall of 2019 and includes 62 new units of mixed-income housing between Williams and Wood Streets and a three story mixed-use apartment building with roughly 1,800 square feet of ground floor retail and 23 housing units adjacent the demolition site. The partners also plan to build two more three-story mixed-use apartment buildings at 1425 North Saginaw Street totaling approximately 44,000 square feet, including a community center, to be completed by the spring of 2020.



1518 Averill Avenue: The demolition of this vacant and blighted former mobile home park in the Potter Longway neighborhood has helped to stabilize surrounding neighborhoods and lay the groundwork for Phoenix Investors to redevelop 1101 Center Road, an adjacent 77-acre former manufacturing site, for warehousing and manufacturing. The project will trigger nearly \$15 million in new private investment.

Chevy Commons

The Genesee County Land Bank and its partners, including the City of Flint and Genesee County Parks, helped to secure more than \$12.5 million in state and federal grants to transform this former Chevrolet manufacturing site into a park. The redevelopment helps to revive a key city corridor connecting downtown, neighborhoods and two universities.



- By Christina Kelly

Returning Abandoned Properties to the Tax Rolls

Part of the Land Bank's mission is to sell property that we receive from the property tax foreclosure process to responsible land owners. In this fiscal year the Land Bank sold 640 properties generating over \$3.2 million in revenue. The Land Bank is able to renovate some of these homes as funding allows. Sales revenue accounts for over 60% of the Land Bank's operational income and helps to sustain blight elimination and property maintenance programs.

The process of purchasing property from the Land Bank has historically been a long waiting game due to the large volume of applications received. Starting in January 2018, the Land Bank decided to take on this problem and started the Featured Home program.

Featured Home Program Highlights:

- No need to apply ahead of time.
- Open Houses are scheduled at least a month in advance and are shared online and in the office.
- More information is available to the public regarding the property, including the size, number of bedrooms, and pictures.
- Bids are due the week after the open house.
- Instead of waiting 90 days to just view a house, the average time from showing to closing is 48 days.

Stay tuned for more information on the expansion of this program in 2019.

- By Dawn Everett



Sold Featured Home—Before



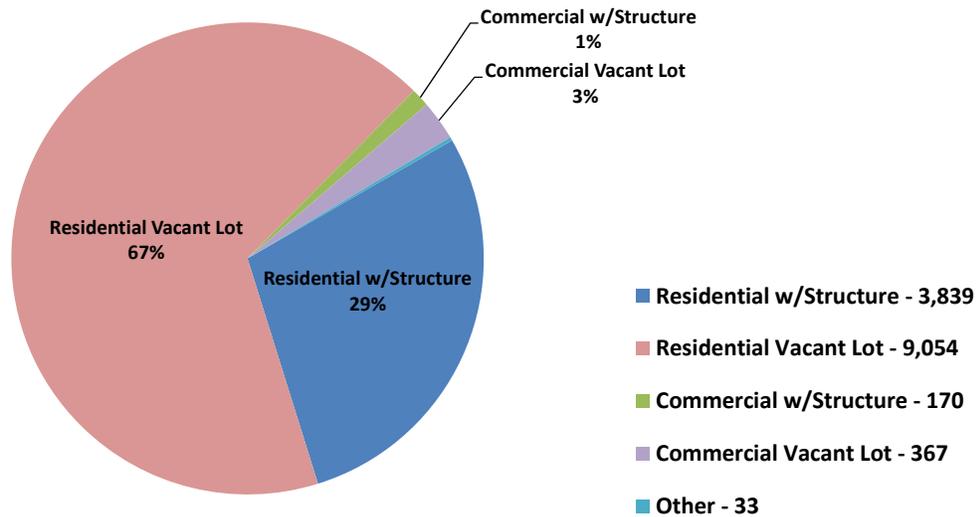
Sold Featured Home—After

Land Bank Renovated & Sold 7 Abandoned Homes



Land Bank FY 2018 Inventory Review and Property Sales

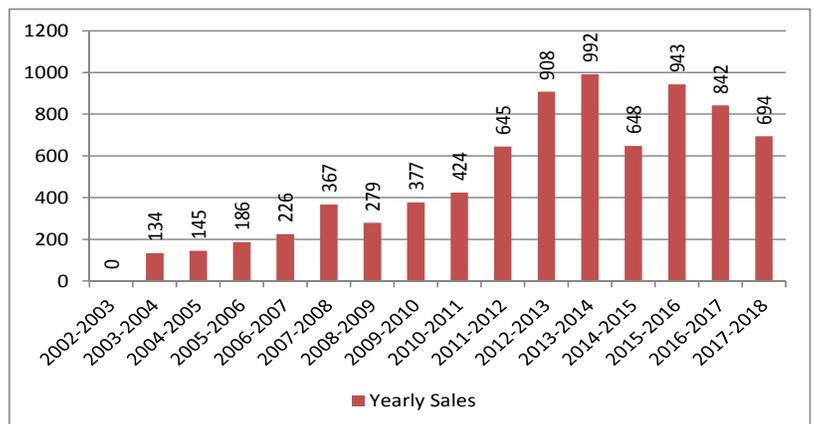
Land Bank Inventory by Property Type as of September 30, 2018



Land Bank Sales in Fiscal Year 2018 by

GLBA Sales by Property Type	Number
Residential w/Structure	297
Residential Vacant Lot	367
Commercial w/Structure	15
Commercial Vacant Lot	12
Other	3
Total	694

Land Bank Property Sales By Fiscal Year



Land Bank Crews Clear Blight in Flint and Genesee County

- **25,000** vacant properties mowed within the City of Flint
- **5,000** additional vacant properties mowed in out-county communities
- **More than 400** tons of garbage removed from vacant properties in Flint and surrounding areas.
- Removed tree limbs and brush from properties producing more than **1,700** cubic yards of woodchips
- **536** vacant structures boarded and secured within Genesee County

- By Duane Bickford



Supporting Volunteers to Clean & Green Vacant Properties



From May to September, Clean & Green volunteers cleaned and maintained vacant properties every 3 weeks. Some of the program results include:

- 3,700 vacant lots maintained in and around Flint
- 23 food gardens, flower gardens, trees and pocket parks planted.
- 80 vacant structures secured with boards painted to mimic doors and windows.
- Supported over 1,100 program volunteers, including 700 youth.
- Reduced crime in neighborhoods according to research by the University of Michigan, Youth Violence Prevention Center.

Groups that went above and beyond the call of duty of Clean & Green received awards to acknowledge their efforts. The **“Clean & Green Thumb” award** went Higher Quality of Life and The Hispanic Technology Community Center for the best greening site.

The **“Flint Property Portal Pro” award** went to Ballenger Square Neighborhood Association for making best use of the Flint Property Portal to report maintenance. The Flint Property Portal officially launched in 2017 including both a website and mobile app, and was incorporated into the program as an option for reporting for the first time this year.

The final and top award **“The Barbara Griffith Wilson Award – The Overachiever”** went to WC’s Beautification Project for going far above and beyond the expectations of the program.

Residents and groups also maintain properties through the Lots Available program. Currently, 738 lots are adopted or leased and cared for by an estimated 450 volunteers.

Thank you to all the volunteers who clear, maintain and garden vacant and abandoned properties! Your work helps to beautify and stabilize neighborhoods.

- By Melissa Hertlein



Check out the Land Bank's Featured Homes and Land for Development for Sale at www.thelandbank.org



GENESEE COUNTY LAND BANK BOARD MEMBERS:

Hon. Deborah Cherry, Chair
Hon. Brenda Clack, Vice Chair
Hon. Patricia Lockwood, Secretary
Hon. Bryant Nolden, Treasurer
Hon. Ellen Ellenbug
Hon. Santino Guerra
Hon. Mark Young

GENESEE COUNTY LAND BANK CITIZENS' ADVISORY COUNCIL

Chris Del Morone, Chair
Christopher Gehringer, Vice Chair
William Alexander
Cheryl Christoff
Tim Coleman
Gerri Hall
Rev. Jacob Hawkins
Deborah Holmes
Joe King
Casey Lester
Eric Loper
Quincy Murphy
Leanne Pennington
Larry Petrella
Harry Ryan
Edna Sabucco
Anoopa Todd

Michele Wildman,
Executive Director

To receive our e-newsletter please sign up on our website at:
http://www.thelandbank.org/news_rpts.asp

Using Data For Community Change

The GCLBA developed and launched the online Flint Property Portal and mobile app in partnership with the City of Flint to provide and accept information on properties in Flint.



Flint Property Portal Successes to Date:

- Provides access to more than 4 million data points for Flint properties with on-going updates
- Used by resident and groups daily to look-up and report information on properties.
- More than 70,000 messages submitted by the public in conjunction with City of Flint and Land Bank programs.
- Mobile app used for reporting helps streamline Land Bank operations.

Check out the Portal today at www.flintpropertyportal.com

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
PLANNING COMMISSION
ZONING BOARD OF APPEALS
2018 ANNUAL REPORT

To: The Honorable David Krueger & Swartz Creek City Council
From: The Swartz Creek Planning Commission
Subject: 2018 Annual Report

Greetings,

Introduction

In addition to the Planning Commission and Zoning Board of Appeals updates that are delivered in city council meeting packets, and respective minutes, this document serves as a summary report of the activities of the planning commission and zoning board of appeals for the calendar year of 2018. This report is not to be confused with the monthly building report. This document is intended to summarize the general status and open-meeting decisions made by the planning commission (PC) and zoning board of appeals (ZBA).

Summary Findings

The PC had another busy year. They conducted a mix of reviews on site plans, ordinances, and other initiatives. In pursuit of the Redevelopment Ready Communities objectives, the PC was able to act quickly on a number of site plans that included zoning and special land use requests, such as Sharp Funeral Home in June and Apple Creek in November. They were also able to process the Consumers Energy Gas Regulator site and pass a number of ordinances that align the zoning code to the master plan. Specifically, the approved updates to better enable mixed uses, outdoor cafes, pick up windows, and shared parking in downtown.

Projects that were approved in 2017 that saw action this year include the Dort Federal Credit Union, KFC restaurant, and Springbrook East expansion.

The ZBA had a relatively uneventful year. After hearing zero cases in 2016 and two variance requests in 2017, the convened only twice in 2018 for the purpose of affirming minutes and having their annual meeting.

Training and memberships in professional organizations have been limited even though opportunities have been made available. We have also had some turnover in the planning commission, which will require more orientation and training on a formal level. Additional

conference attendance and/or other local training is recommended for members of both groups on a rotating basis. Some members have taken advantage of these opportunities.

Concerning membership, there has only been a couple changes to the planning commission, with Mr. Novak and Mrs. Root replacing Mr. Florine and Mr. Farmer respectively. Attendance with the planning commission and zoning board of appeals has been adequate, with no meeting quorum issues. The planning commission experienced 52 attendances out of 63 attendance opportunities (83%). This is a decrease from 90% in 2017. ZBA met twice, both times for internal housekeeping matters of approving minutes and board elections. Attendance was about 86% (12 of 14 attendances out of total opportunities). Current commissioners appear to be active and take a strong interest in their respective fields.

Boardmembers & Commissioners

Below is the current list of the PC and ZBA membership. All members have been given copies of the city's personnel policies.

PLANNING COMMISSION	Term end date	Address
Dennis Novak	6/30/21	5282 Greenleaf
Angie Root	6/30/21	5139 Winshall
Kathy Ridley	6/30/19	3414 Elms
Betty Binder	6/30/20	8079 Bristol
Douglas Stephens, Chairperson	6/30/20	5250 Birchcrest
Bud Grimes	6/30/19	5171 Oakview Drive
Dennis Pinkston, Vice Chairperson	11/23/20	9341 Chesterfield
Craig Culinski	11/23/20	5160 Worchester
David Krueger	Per council term	7399 Miller Rd

ZONING BOARD OF APPEALS	Term end date	Address
Douglas Stephens	6/30/20	5250 Birchcrest
Ronald Smith, Secretary	6/30/20	9194 Chesterfield
Curt Porath Council Rep	11/23/20	4485 Frederick
James Barclay - Alt	6/30/19	8420 Cappy
James Packer, Chairperson	6/30/21	7216 Miller
Samantha Fountain - Alt	6/30/20	5022 Winston
Robert Plumb, Vice Chairperson	6/30/21	37 Somerset

Facts & Figures on Projects

January 10, 2019
 Planning Commission
 Annual Report for 2018

Below is an exhaustive list of projects that were reviewed by the Planning Commission and Zoning Board of Appeals.

Project	Venue	Review	Location	Size or Units	Value	Month	Approval	Status
Redevelopment Ready Communities	PC	Policy	N/A	N/A	N/A	Ongoing	N/A	State Review Complete
KFC	PC	Site Plan Restaurant	7026 Miller	2,186 sq. ft on 0.5 acres	~\$2.5M	2017	Yes	Finished
KFC	PC	Special Land Use Drive Through	7026 Miller	2,186 sq. ft on 0.5 acres	~\$2.5M	2017	Yes	Finished
KFC	ZBA	Sign Variance	7026 Miller	N/A	~\$20,000	2017	Yes	Finished
Dort Federal	PC	Site Plan Credit Union	4131 Morrish	3,042 sq. ft. on 1.5 acres	~\$3.5M	2017	Yes	Finished
Dort Federal	PC	Special Land Use Drive Through	4131 Morrish	3,042 sq. ft. on 1.5 acres	~\$3.5M	2017	Yes	Finished
Sharp Funeral Home	PC	Zoning R-3 to NBD	8118 Miller	0.9 acres	NA	June	Yes	Finished
Sharp Funeral Home	PC	Site Plan - Funeral Home	8118 & 8138 Miller	14,312 sa. Ft on 3 acres	~\$3M	June	Yes	Under Construction
Sharp Funeral Home	PC	Special Land Use - Funeral Home	8118 & 8138 Miller	14,312 sa. Ft on 3 acres	~\$3M	June	Yes	Under Construction
Consumers Energy	PC	Special Land Use - Gas Regulator	Bristol/Miller	NA	NA	August	Yes	Under Construction
Ordinances	PC	Parking, Mixed Use, Pick up Windows, Outdoor Cafes	Central Business District	NA	NA	October	Yes	Finished

Apple Creek Station	PC	Site Plan - Apartments	4369 Roundhouse	48 Units	~\$8.5M	November	Yes	Design Engineering
Streetscape	PC	Recommendation	Miller & Holland	NA	\$0.5M	December	Yes	Bidding

Training

Staff is going to make a concerted effort to engage more planning commissioners and zoning board of appeals members in formal training. We will specifically request that members with less than one full term engage in standard Michigan Association of Planning events, including the annual conference. We will also look to send all commissioners to training involving 'small cell', marijuana, and downtown housing regulations in 2019.

While opportunities exist, and resources are dedicated to this purpose, folks have not been quick to travel for these sessions. I also expect to encourage some crossover training and events with the DDA and Chamber of Commerce as well, since they are so instrumental in economic development now.

Conclusions - Looking Forward

There were not any issues or anomalies with the commissions that demand attention. It is unclear what is in store for 2019, but we are getting a lot of inquiries for the downtown area. I suspect we will have the Fortino Drive Townhomes in front of the PC and something on Morrish Road.

Issues that we know must be looked at, some of which are pending, include:

1. Completing RRC zoning updates, form creation, and marketing
2. Engaging in proactively planning as it relates to the three RRC sites, such as the raceway
3. Updating the six year Capital Improvement Program

Please contact me directly if you have any comments or inquiries on the matter.

Sincerely,



Adam H. Zettel, AICP
 City Manager
 City of Swartz Creek
azettel@cityofswartzcreek.org

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
DOWNTOWN DEVELOPMENT AUTHORITY
2018 ANNUAL REPORT

To: The Honorable David Krueger & Swartz Creek City Council
From: The Swartz Creek Downtown Development Authority
Subject: 2018 Annual Report

Greetings,

Introduction

In addition to the updates that are delivered in city council meeting packets and minutes, this document serves as a summary report of the activities of the Downtown Development Authority for the calendar year of 2018. This document is intended to summarize the general status and open-meeting decisions made by the downtown development authority (DDA), as well as provide context for ongoing and future activities.

Summary Findings

The DDA has had an amazing year. Though there are not many new resources to work with, the DDA has been heavily engaged in funding and support planned efforts for the Holland Drive site/streetscape, the townhome project, and community branding. They have also supported the summer movie night and provided funding for façade grants for the Trecha Building, Centerpiece Plaza, and Robertson Insurance.

The group has been very active, but there have been issues with attendance that we will take a closer look at in 2019 so that quorum is not an issue in addressing business matters at regular meetings.

The DDA maintains a valid and active DDA and Tax Increment Financing Plan. This was last updated in 2016. The board is also engaged in the Redevelopment Ready Communities initiative and is getting members involved in the Economic Strategy Plan creation.

Boardmembers

Below is the current list of DDA membership. All members have been given copies of the city's personnel policies.

8083 Civic Drive
Swartz Creek Michigan 48473
Phone: (810)-635-4464 Fax: (810)-635-2887
www.cityofswartzcreek.org <ftp://cityofswartzcreek.org>

Name and Status	Term end date	Address
David Krueger – Mayor; Chair	Per council term	7399 Miller
Jared Whittey – Property Interest	3/31/20	8011 Miller
Doug Sherman – Property Interest	11/22/21	4500 Morrish
Nicole LaBeau – Property Interest	3/31/22	4266 Roundhouse
Toddy Beedy; Vice Chair	3/31/22	3445 Morrish
Steve Mardlin	6/30/19	5340 Chin Maya
Connie King – Property Interest; Secretary	3/31/20	7499 Miller
Ernie Eckerdt – Property Interest	11/22/21	5019 Brady
Sandy Raffaelli - Resident	6/30/19	8098 Miller

Facts & Figures on Projects

Below is an exhaustive list of initiatives that are being addressed by the DDA or occurring in downtown.

1. The **townhome project on Paul Fortino Drive** progresses, with architectural services under contract. The viability of this project is greatly improved knowing the Applecreek Station investment. The owner representative of Applecreek originally indicated that they were interested in 75 units, but could only build 48. The Fortino Drive units, while similar, will be more positively situated in the following ways: condo instead of apartment, basements, closer to downtown, & additional garage space. The downside is that no utilities are included and there is no clubhouse benefit.
2. The **streetscape project on Miller Road** has been approved for bid release. We hope bids come in as expected and construction can commence in 2019. This is not guaranteed, but likely. Holland Squazare is to be paved and illuminated, with a decorative fence/wall. Miller Road is to have lighting, landscaping, new walkways, knee walls, and pedestrian crossings.
3. The reconstruction of the expanded **Sharp Funeral Home** is underway and should be done in spring/summer of 2019.
4. **Dort Federal** is now open in front of Meijer.
5. **Façade grants** are complete for Robertson Insurance and Howe Art Supplies (she still intends to paint the doors). Renovations on 1515 Holland are underway.
6. The Assenmacher building is now listed and the price reduced. We hope for a sale.
7. There are **soft inquiries for vacant downtown land** for new buildings/users. I hope to have good news early in 2019.
8. The Chamber, Women’s Club, and other downtown business owners continue to **plan and expand events in downtown**. The Fall Family Fun Day has the potential to expand into multiple weekends in October of 2019, including a zombie walk, city-wide decorating, trunk or treat, separate youth and adult movie nights, and related activities. The Christmas events were also successful, despite some rain.
9. **These is now a new owner for the raceway**. Though the future of horse related racing and similar activities is in doubt due to state action, this is still good news. If nothing

January 10, 2019
Downtown Development Authority
Annual Report for 2018

else, the new owner is showing a willingness to work with the community and plan for the future. I believe the community will thrive with or without activity here, however, it would obviously be to everyone's benefit to see a productive use here.

10. The **school looks close to selling Mary Crapo for senior housing**. This would result in new residents in the downtown and the potential for new construction on part of that site.
11. Funding remains intact to support **Family Movie Night, the Summer Concert Series, Downtown plantings, and the Trunk or Treat Event**.

Enhancement Improvements	Priority Term	Notes
Miller Road Corridor Enhancement (2,200 feet)	Immanent/Medium	Partial enhancement in 2019; future phases unplanned
Morrish Road Corridor Enhancement	Medium	I-69 to Miller, pending corridor development
Morrish Rd/I-69 Overpass Corridor Enhancement	Medium	Unfunded
Fortino Road Corridor Enhancement	Long	Conditioned upon need
Holland Road Corridor Enhancement	Immanent	Partial enhancement in 2019; future phases unplanned
Future Road Extensions Corridor Enhancement	No priority	Conditioned upon need
Burial or Relocation of Overhead Utility Lines	Long	Unfunded
I-69/Morrish Rd Gateway Treatment	Medium	Unfunded
Miller Road (east and west) Gateway Treatment	Medium	Unfunded
Morrish Road (north and south) Gateway Treatment	Medium	Unfunded
Property/Structure Acquisition	No priority	Conditioned upon need
Building Rehabilitation	No priority	Conditioned upon need
Public Art/Sculptures	Medium	
Update Traffic Signals	No priority	Conditioned upon need; Bristol/Morrish in 2017
Façade and Signage Improvements	Short	Ongoing

Transportation Improvements	Priority Term	Notes
Traffic Study	No priority	Conditioned upon need
Street maintenance and repairs		

January 10, 2019
 Downtown Development Authority
 Annual Report for 2018

Intersection Improvements	No priority	Conditioned upon need
Road Extensions	No priority	Conditioned upon need
Alley construction	No priority	Conditioned upon need
Way-finding	Short	
Public Parking	Immanent	Holland Square in 2019
Sidewalks/Pathways	Medium	Conditioned upon path extension grants
Transit Enhancement	No priority	Conditioned upon need

Public Facility Improvements	Priority Term	Notes
Water Main, Sanitary Sewer, and Storm Drainage Improvements	No priority	Conditioned upon need
Park Development	No priority	Conditioned upon need
Wireless Internet Access	No priority	Awaiting 5G implementation
Community Center	No priority	Conditioned upon need
Library	No priority	Conditioned upon need
City Hall	No priority	Conditioned upon need

Administration and Planning	Priority Term	Notes
Marketing Plan	Short	Unfunded
Webpage Development	Medium	Current development adequate
DDA Promotion	Short	Pending Chamber partnership
Events and Festivals	Ongoing	New events in 2017 and 2018
General Administration	Ongoing	Unfunded in 2018

Training

Staff is going to make a concerted effort to engage DDA members in more formal training. We will specifically request that members with less than one full term engage in standard Michigan Association of Planning events, including the annual conference. We will also look to send all commissioners to training involving ‘form based codes’ and downtown housing in 2019.

While opportunities exist, and resources are dedicated to this purpose, folks have not been quick to travel for these sessions. I also expect to encourage some crossover training and events with the Planning Commission and Chamber of Commerce as well, since they are so instrumental in economic development now.

Conclusions - Looking Forward

January 10, 2019
Downtown Development Authority
Annual Report for 2018

There were not any issues or anomalies with the board that demands attention. It is unclear what is in store for 2019, but we are getting a lot of inquiries for the downtown area. I suspect we will have the Fortino Drive Townhomes in front of the PC and something on Morrish Road as well. The big issue will be addressing the raceway with the potential for reuse as a track or as an entirely new redevelopment.

Please contact me directly if you have any comments or inquiries on the matter.

Sincerely,



Adam H. Zettel, AICP
City Manager
City of Swartz Creek
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Swartz Creek Technical Assistance Proposal

Walk, Bike Swartz Creek

Proposed Project Dates

March 1, 2019 - October 31, 2019

Goals of Project

1. Successfully apply for \$600,000 in federal funding to support infrastructure improvements within two miles of Swartz Creek Middle School, Elms Elementary and Syring Elementary.
2. Draft a community outreach and marketing plan to encourage residents to walk or bike for transportation, raise awareness of Safe Routes to School efforts and calm traffic and.

Goal One Details

The Crim Fitness Foundation will provide technical assistance and grant writing for Swartz Creek School District, resulting in the completion of a Safe Routes to School grant application for \$600,000 in federal funding to improve the built infrastructure within 2 miles of Syring Elementary, Elms Elementary and Swartz Creek Middle School.

The Crim will convene community stakeholders, City of Swartz Creek staff, residents, MDOT engineers, business owners and potential funders. The Crim will collect traffic safety data, observe traffic patterns at major intersections, conduct walking and bicycling assessments, conduct surveys of families and students and will draft a walkability action plan with specific tasks, goals and timelines.

Action Steps

1. Host initial community listening session
2. Data collection and visualization process, including walking audits, surveys, mapping, photos, etc.
3. Presentation to community of draft recommendations
4. Optional final presentation to community of draft recommendations
5. Submit federal Safe Routes to School grant application

Outcomes: A successful Safe Routes to School grant application will result in new and improved sidewalks within 2 miles of Syring Elementary, Elms Elementary and Swartz Creek Middle School. In addition, the infrastructure improvements will result in increased safety for students who walking or biking to and from school and increase student perceptions of safety.

Impact: As a result of these outcomes, more students will choose to walk or bike to school.

Technical Assistance Fee

Expenses will include technical assistance and support from Crim Active Communities staff; equipment and supplies for community meetings; printing; evaluation costs; travel; accounting and administrative costs.

Cost for 3 Schools - \$45,000

Other

Engineering costs will be an additional expense not covered by the Safe Routes to School grant or the Crim Fitness Foundation through this contract. Typical engineering costs are approximately 20 - 25% of the total project amount.

Project Outline - Goal Two

The Crim Fitness Foundation will draft a community outreach and marketing plan to encourage residents to walk or bike for transportation, raise awareness of Safe Routes to School efforts and calm traffic.

The Crim will utilize the results of Safe Routes to School survey, walking audits and other data collection to inform the outreach and marketing plan. The plan will focus on encouraging families to walk and bike throughout all of Swartz Creek. This will include education, events and opportunities to collaborate on the work being done at the schools. The plan will incorporate the Safe Routes to School work at the schools.

Action Steps

6. Collect data about resident perceptions on walking and biking
7. Collect information on trends for walking and biking in Swartz Creek
8. Determine Swartz Creek walk score
9. Determine opportunities to immediately begin encouraging walking
10. Research costs that may be associated with implementing the plan
11. Draft outreaching and marketing plan

Outcomes: The City of Swartz Creek will have a comprehensive education and marketing plan that can be implemented with the assistance of a consultant or staff person.

Impact: More residents will choose to walk and bike.

Technical Assistance Fee

Expenses will include Crim staff time, travel, printing, administrative costs and accounting. Cost for community wide education and marketing plan - \$20,000

Background on Crim Fitness Foundation

The Crim Fitness Foundation cultivates accessible, vibrant communities in Flint and Genesee County that encourage and create equitable opportunities for individuals to lead healthy lifestyles. To do this, we must address access to programs, resources and long term interventions. At the Crim we do this in three ways:

1. Providing nutrition, physical activity and mindfulness programs for youth and adults;
2. Establishing neighborhood schools as community resource hubs through the coordination of Flint's Community Education Initiative
3. Creating long term change by working with communities to eliminate barriers to success by changing policies, systems and the built environment.

The Crim has a successful track record with developing Complete Streets policies, coordinating and overseeing installation of bicycle facilities, reviewing and making recommendations nonmotorized and community master plans and writing grants for pedestrian and bicycle safety. Since 2008, the Crim has secured more than one million dollars in infrastructure improvements that directly benefited Genesee County.