

**City of Swartz Creek  
AGENDA**

**Regular Council Meeting, Monday, February 10, 2020, 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 January 27, 2020 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. Staff Reports & Meeting Minutes Pg. 28  
6C. Comcast Notice Pg. 47  
6D. Bond Counsel and Single Audit Engagement Letters Pg. 48  
6E. Draft Cost Recovery Ordinance Pg. 61  
6F. Bid Tab and Recommendation Letters (USDA & Road) Pg. 67  
6G. Hometown Days Emergency Plan Pg. 72  
6H. Fire Dept. Surplus Request Letter Pg. 81  
6I. 2019 Planning and Zoning Report Pg. 82
7. **MEETING OPENED TO THE PUBLIC:**  
7A. General Public Comments
8. **COUNCIL BUSINESS:**  
8A. Metro PD Update DISCUSSION  
8B. City Council Member Temporary Appointment RESO Pg. 15  
8C. USDA Bond Counsel & Single Audit RESO Pg. 16  
8D. USDA and Road Work Bids RESO Pg. 17  
8E. Hometown Days Emergency Plan RESO Pg. 17  
8F. Cost Recovery Ordinance DISCUSSION  
8G. Fire Budget Surplus Revenue RESO Pg. 18  
8H. Appointments RESO Pg. 19
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

**Next Month Calendar**

Downtown Development Authority:	Thursday, February 13, 2020, 6:00 p.m., PDBMB
Fire Board:	Monday, February 17, 2020, 6:00 p.m., Public Safety Bldg
Zoning Board of Appeals:	Wednesday, February 19, 2020, 6:00 p.m., PDBMB
City Council:	Monday, February 24, 2020, 7:00 p.m., PDBMB
Metro Police Board:	Wednesday, February 26, 2020, 10:00 a.m., Metro Headquarters
Planning Commission:	Tuesday, March 3, 2020, 7:00 p.m., PDBMB
Park Board:	Wednesday, March 4, 2020, 5:30 p.m., PDBMB
City Council:	Monday, March 9, 2020, 7:00 p.m., PDBMB

## **City of Swartz Creek Mission Statement**

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

## **City of Swartz Creek Values**

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

### ***Honesty, Integrity and Fairness***

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

### ***Fiscal Responsibility***

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

### ***Public Service***

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

### ***Embrace Employee Diversity and Employee Contribution, Development and Safety***

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

### ***Expect Excellence***

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

### ***Respect the Dignity of Others***

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

### ***Promote Protective Thinking and Innovative Suggestions***

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

**City of Swartz Creek**  
**CITY MANAGER'S REPORT**

**Regular Council Meeting of Monday, February 10, 2020 - 7:00 P.M.**

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

**FROM: Adam Zettel, City Manager**

**DATE: February 5, 2019**

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## **ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS**

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

All 2019 appeals have been successfully defended or dropped. Again, this came at a cost, and we are still opposed to the shifting of the burden of proof for what we find to be 'frivolous' claims.

We await the filing date for 2020 appeals.

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

✓ **2020-2023 TRAFFIC IMPROVEMENT PROGRAM (TIP) (*No Change in Status*)**

Morrish Road is slated for 2022 federal funding. Note that the total scope of the project is around \$1,050,000, with 20% being the city's contribution.

The city has committed the match portion to this project, which is 80-20. It is unclear what year this project will be undertaken, but we want it done subsequent to the USDA water main work. This MAY span two construction seasons. We have put the engineers on notice regarding our desire to widen Paul Fortino to the north so that a left turn lane may be added. This will occur whether or not the townhome project proceeds.

✓ **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.*

We are recommending acceptance of the low bid for 2020 work projects, including our street reconstruction projects. Glaeser Dawes was the low bid. This is the company that completed the first three phases of the street/water main reconstruction projects in the city since 2017.

OHM has reviewed and made a recommendation concerning the bids. The bid tabulation and recommendation letters are attached. Note that there were some discrepancies between the stated and audited bid. However, they are not materials. Also note that the street work is tied to the USDA projects as well.

The scope includes 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.

Notable issues currently include the proposed layout and ownership (school or city) of the bus lane on Oakview by Syring. We will liaise with the school regarding this and how they wish to proceed with the bond improvements.

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

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

The city is moving forward with lining the sewer collectors on the west end of downtown (Fairchild, McLain, Ingalls, Brady, Hayes, and Holland). We will also be inspecting Don Shenk, which was one of the first lining projects from 2007. It appears they will mobilize in late February or March.

We are still working to geo-locate sewer lines, manholes, and some services so we can map them and track maintenance data on GIS. The Genesee County Drain Commission has verbally committed to reimbursing the city for some of the work related to water and sewer, since they plan to use it from time to time. I do not have a figure at this time, but I expect it to be half of what is related to sanitary sewer and water line mapping.

✓ **SEWER CAPACITY INITIATIVE** *(Update)*

ROWE is working on solutions to the district three capacity problem and district four infiltration problem. The previous report follows:

The capacity study is complete and was included in a prior packet. As expected, we have capacity issues in one of our districts. The impacted district includes Springbrook, parts of downtown and Applecreek. Findings suggest that the capacity is a current issue and will be exacerbated by the apartment expansion.

We will need to increase the pipe diameter for part of that system and/or add a secondary discharge. We met with ROWE to find solutions. I expect this to be a large ticket item, but it needs to be done even without additional changes or additions to the system. Despite the investment needs, I do not believe the community shall need to bond or alter rates, since we have been anticipating such an occurrence.

✓ **WATER MAIN REPLACEMENT - USDA** *(Business Item x2)*

Bids for water main work were included with the street projects for 2020. We have opened bids and they are very favorable, coming in at about 5.5% under the engineer's estimate. Glaeser Dawes was the low bid. This is the company that completed the first three phases of the street/water main reconstruction projects in the city since 2017.

OHM and the USDA have audit and reviewed the bids. Their findings are in in the packet and include a recommendation to proceed with the award and contract. I am including a resolution to do so. Note that this project is slated to take place over two construction seasons.

Bond counsel and other team members have been assembled and we can now begin to proceed with the financial aspects of the project. As a USDA formality, we need to approve the previously received engagement letters from our bond counsel, Miller Canfield, and our auditor, Plante Moran. I am including a resolution to do this as well.

The public notice regarding our intention to borrow funds should be in the February 6<sup>th</sup> Swartz Creek View. We will continue to fulfill USDA requirements and establish construction expectations as we move through winter.

Prior system report findings follow:

The Genesee County Drain Commission - Water and Waste Services Division Water Master Plan, indicates they are considering a northern loop to provide redundancy and stability to the system. This is good news since Gaines and Clayton Township rely on the overstressed Miller line. There is currently not any cost or participation information available. I will keep the council informed.

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.

✓ **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 also has two more lots that were acquired through the tax reversion process. At this point the buyer, JW Morgan, has not executed the transaction. The market for Heritage Village is soft. I will allow these instruments to expire, and we can revisit this matter when circumstances change.

✓ **NEWSLETTER** (*Update*)

The spring newsletter is right around the corner. Republic and Mr. Harris will feature. Let me know if you have other ideas.

✓ **CONSTRUCTION & DEVELOPMENT UPDATE** (*See Individual Category*)

This will be a standing section of the report that provides a consolidated list for a brief status on public and private construction/developmental projects in the city.

1. The **recreational path was not approved for DNR Trust funds for 2020**. The MDOT grant is conditionally awarded. We seek to apply again for the Trust fund grant and combine this with the Safe Routes to School initiative for 2021 construction.
2. The **raceway has been granted tentative 2020 race days**. They intend to use the site for thoroughbred horse racing. There is also pending additional legislation related to mobile application betting. They are open to finding additional users for the site to supplement the racing. They are also

communicating well in regards to partnering with community groups such as Hometown Days. I find the new owners to be very astute and capable.

3. **(Update)** Communities First has a purchase option for **Mary Crapo**. The intention is to use the building and site for senior housing (approximately 40 units in MC and 24-32 new units). This would result in new residents in the downtown and the potential for new construction on part of that site. They are looking at a March planning commission meeting for zoning and site plan. A public workshop is being eyed for mid-February.
4. The **school bond** passed and many improvements are expected in 2019 throughout the district. Total investment for this effort will exceed \$50 million over two to three years. Plans have been submitted for work on Syring and Elms School.
5. **(Update) Street repair in 2020** is to include Chelmsford. We have bids to complete the remainder of Winston, some of Oakview, and Oxford Ct. We will be partitioning this between 2020 and 2021. The city also has grants and loans for about **\$5 million in water main work** to occur between 2020 and 2022.
6. The **Applecreek Station** development of 48 townhomes is seeking final review by the county. These units range in size from 1,389 to 1,630 square feet, with garages. Construction will occur on vacant land in the back of the development, by Springbrook Colony. Site engineering plans have just been submitted by the owner. Rents are expected to be about \$1.00 per square foot (~ \$1,600 a month) which matches rents in Winchester Village. If this project occurs in 2019, 2020 DDA revenues will be positively and substantially improved.
7. The **Brewer Condo Project** was given site plan approval and tentative purchase agreement approval. This includes 15 townhome condos off Morrish Road in downtown. They are approximately 1,750 square feet, with two car garages and basements. A drainage solution has just been approved by the county.
8. The next **Springbrook East** phase is under construction. Underground work is nearly complete. The developer has not been cooperative with installation requirements and inspections. Because much of the infrastructure is to be public, this is creating big problems. We are working on solutions and have been given engineering reports by a third party regarding work completed onsite.

✓ **TRAILS (Update)**

We will be scheduling a public hearing for February 24<sup>th</sup>, with the intention of submitting another DNR grant application by April. The previous report follows:

After debriefing with our state Trust Fund Grant liaison, I believe we should apply one last time. This will either provide valuable resources for a 2021 construction, or at a minimum it will enable another year to save funds. The other upside is that we may find that we can tie this to the safe routes to school project, enabling better economies of scale and grant competitiveness.

We are also looking to immediately proceed with seeking other, private funding options. I have reached out to Sandra Murphy (and her replacement) already with the Community Foundation of Greater Flint.

Engineering is being completed as we speak. We are still working with the MTA and GM on some easements and permissions. Additional easements are now known to be required from owners of land on Miller Road. We will be reaching out to secure those instruments. Having extra time is now a benefit for these issues.

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

Big things may be in store for the Lovegrove Building. The state is investing a lot of resources to investigate the potential for a transformational project using this building and site. We have been working with quality consultants, owner representatives, and state staff on options. This is a perk of the RRC program. It appears that underwriting the project could also be funding, in part, by the state.

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

The housing market is not moving in any direction that we can discern. Being a presidential election year, I expect investment to be tepid as the nation awaits results. As such, if we have movement on the lot sales, we will take it. However, I do not see much value in remarketing the properties. The previous report follows.

I am seeking release from the buyers of tax reverted property on Wade Street and Heritage. I am doing so because the council granted sale approval over one year ago, but the purchase agreements remain unsigned after numerous requests. We can look to reoffer the properties or allow time to mature the prospects more.

✓ **8002 MILLER** *(No Change of Status)*

Occupancy of the entire building has been granted. The user is now going to be entering the next phase of rent payment towards the total purchase. I will be engaging them in early 2020 to begin establishing a plan and timeline for transfer of the property.

Note that the proceeds from this lease MUST go to offset the cities investment, effectively counting towards the eventual sale price by the user. This closely resembles a land contract. In fact, the city attorney may recommend we proceed directly to a land contract at this point as a means to recognize the current lease and eventually purchase terms.

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

Work is now occurring throughout the district, with mobilization occurring at Syring and the other campuses. I expect to have a school staff representative present at one of our February meetings to give an update on happenings.

The school has placed a construction trailer to oversee this massive set of projects. This is located near the administration building, but away from work efforts, on the property next to the bus garage. Though this is obviously temporary, the project could take a couple years. They are also putting up construction signs at various school sites, including Mary Crapo.

Additional bond work shall continue in 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.

✓ **BREWER TOWNHOMES** *(No Change of Status)*

The site plan and sale has been approved. We await transfer of the property pending final approval of the condominium documents by the city attorney. The builder has gotten tentative drainage plans approved by Genesee County. As previously noted, this development is a candidate for water and sewer fee waiver incentives. I will have more information soon.

✓ **SPORTS CREEK RACEWAY & GAMING COMMISSION** *(No Change of Status)*

The raceway has been granted tentative 2020 race days. They intended to use the site for thoroughbred horse racing. However, the legislation needed to enable mobile application betting did not pass (a bill that enables advance deposit wagering by phone did, but it does nothing for the industry). The state passed legislation that was favorable to the Detroit casinos, including the ability for those facilities to engage in all sports betting and for state legislator to take direct donations from casinos.

There is a chance that Lansing could do something before March related to historical race wagering. The owner is not giving up on the potential for thoroughbred or harness racing, but it is expected that the site will be redeveloped entirely at this point.

✓ **CDBG** *(No Change of Status)*

At this point, we are looking to upgrade street name/stop signs in the downtown area using these funds. Improvements should be eligible for funding in the fall of 2020.

✓ **SAFE ROUTES TO SCHOOL** *(No Change of Status)*

The application has been reviewed by the state and comments are in. We are proceeding with the understanding that preliminary engineering, accurate pricing, and a final construction plan have not been settled. As we proceed with a potential award, we will have the opportunity to prioritize and select various project components, with the understanding that we will only need to proceed if funding is allocated through the grant.

As of writing, the school has been fantastic to work with. They indicate a willingness and ability to supply many of the desired improvements as they proceed with bond upgrades, including walkways and a potential pedestrian bridge.

See the October 14<sup>th</sup> packet for more details. Detailed information on the research and recommendations by the Crim Fitness Foundation are available upon request.

✓ **CENSUS COMPLETE COUNT COMMITTEE** *(Update)*

The next scheduled Census Complete Count Committee meeting will be held at the Swartz Creek United Methodist Church on Miller Road on the 20th of February. The Meeting time is at 3pm-4pm and Mr. Larry Busch will be hosting. Mr. Cramer is seeking to have five local churches include some information on the census in their future newsletters. See Mr. Cramer if you have an interest in working on this endeavor.

✓ **GIS MAPS** *(No Change of Status)*

We will be working with Rowe to complete map and database creation. We will also seek a partial reimbursement from the Genesee County Drain Commission. Please see the report in the August 12 City Council packet for full details.

✓ **SHARED SERVICES AGREEMENT-MUNDY TOWNSHIP** *(No Change of Status)*

Mundy's park will not be completed this year. As such, any need for services is put on hold as it relates to utilizing our labor and maintenance staff/equipment. The previous report follows:

Mundy Township is very interested in utilizing our existing labor and equipment resources to support their new park facility on Hill Road. We have come to verbal terms with each other regarding expectations. I have also ensured we have the capacity and willingness from the DPW Director and union steward that represents the crew that will be doing the work. The city Treasurer is also equipped to track, report, and invoice such services by virtue of extending a system of accounting that we use to enable our staff to maintain the park and ride.

Moving forward, I expect to deliver a short shared services agreement that will enable city labor and equipment to be used to maintain the Mundy Township park. Again, this agreement will resemble the MDOT park-and-ride service expectation, while taking the form of the shared service agreement we have with Mundy Township for building services. Conceptually, I think this is a great idea to create efficiency for the township and more capacity for the city, while ensuring costs are fairly and appropriately covered. The working plan appears to support the concept in terms of its functionality and demand on our resources.

✓ **DISC GOLF** *(Update)*

Some folks walked the newly surveyed property on Bristol Road on February 1<sup>st</sup>. They believe they can install the 18 hole course as previously drawn. Mr. Harris and Mr. Zettel will investigate next steps, including the function of the drain that flows through the site.

✓ **REPUBLIC WASTE SERVICES** *(Update)*

Mr. Hicks attended the last city council meeting, along with an area supervisor. He gave a thorough report to the city council relating to Republic's efforts to increase their service reliability. He indicated that they were addressing the following:

1. Management/leadership role changes
2. Enhanced employee retention with the goal to reduce 30% turnover to less than 10%
3. Surplus driver staffing
4. New equipment acquisitions
5. Designation of Swartz Creek as a "Priority Community"

The council did not request further action at this time. We will look to track the number of service calls moving forward so that we may have a good metric for improvements.

✓ **WELL-HEAD SITE** *(No Change of Status)*

The potential user is still considering the city property. If they proceed, they will conduct a full title search, partial survey, and environmental analysis. They agree to share all of

their findings in exchange for access. If there is still interest, they will need to secure zoning approval from Vernon Township in Shiawassee County. They will look to seek a letter of agreement with the city at some point during this process.

With that said, no commitments have been made. The city council will still have ample opportunity to consider a tenant after a site design is completed and findings regarding water rights impact, zoning, and finance are considered. The previous report follows:

For some time, we have known that our well-head in Shiawassee County is of minimal value. A sale seems unlikely due to its circumstances. If Project Tim were a go, things would be different. However, that appears unlikely. In the meantime, the old pump house and fencing should probably be removed to make sure there are no risk factors left on the site.

As chance would have it, a company that provides high speed internet is interested in using this site for the purpose of installing a 25' x 28' enclosure with a satellite transmitter for area residents. They are offering to pay \$500/monthly to do so. They would also incur other incidental costs, including real and personal taxes that may be incurred. I am including their letter and concept plans. I indicated that the council may have an interest.

This is up for discussion at the meeting [January 13, 2020]. The upside is income. The downside is that it might encumber the site with a user that could compromise a future use. Even so, we could probably mitigate this.

✓ **MARY CRAPO (Update)**

Communities First has received a conceptual endorsement from the city to apply for funds to support Phase I of the Mary Crapo renovation. The renovation is to include 40 units of housing for 55 and older seniors of mixed income, historic preservation elements, and a small building addition for 11 units and an elevator.

At the time of their endorsement the project included a potential phase two with single story attached ranches was indicated. As of writing, it appears the applicant is considering rezoning the entire parcel and including the existing building and new elements in a single site plan. They have an aggressive timeline for approval of all elements so that they can apply for aid from the state (April 1).

We have concerns over the change in plans, the new timeline, and the preliminary designs. Specifically, we find the design to be less functional and less compatible with the neighborhood due to the reliance on open parking without garages. The apartment design also appears dissimilar from the established neighborhood. The timeline, while feasible, does not enable much flexibility for practical design considerations or alterations by the planning commission or city council.

The applicant is still working on renderings. As of writing, there has not been any zoning or site plan applications received. We expect a Planned Unit Development or Conditional Zoning request to enable set back changes.

**The applicant is planning to host their own public workshop for this project on Wednesday, February 19<sup>th</sup>. They are reserving the city council chambers from 5:30**

**p.m. to 6:30 p.m. to do so.** The public will be invited to learn about their plans and give feedback.

Note that the school is transferring the property with a deed restriction for use as senior housing only.

✓ **COST RECOVERY ORDINANCE** (*Business Item*)

Based upon discussion at the last meeting, our attorney has put together a draft ordinance that will provide for cost recovery per the attributes discussed. There is also recovery for non-resident services. This was not discussed, and I suspect it is something we strike from the ordinance. However, some communities pursue this for various reasons. I have included this in the packet and have it on the agenda for follow up discussion. If agreeable, we can look to approve a version of this at our meeting on February 24<sup>th</sup>. The previous report follows:

The city currently has the ability to recover costs used in relation to hazardous material incidents and alcohol/substance abuse emergency incidents that are responded to by our public safety services. Such costs could include a traffic accident caused by a drunk driver or a gas spill by a trucking company. These ordinances have been in place to alleviate costs to taxpayers by those responsible for such emergency responses. We use these routinely, if infrequently, in conjunction with the Swartz Creek Area Fire Department and Metro Police of Genesee County.

There has been talk of expanding the application of such recovery ordinances to include other emergencies. For example, the fire department expended many labor and equipment resources to protect a downed power line on Miller Road recently. Consumers Energy DID reimburse the department (and the city), but we were at risk of expending over \$2,000 of city tax dollars for this run. While seeking reimbursement, the chief was asked about the city's cost recovery ordinance. As it happens, CE paid the request without such an ordinance because of negligence on their part which resulted in such a long delay for CE to take over the scene.

Moving forward, there are a number of response types that we should consider for cost recovery so that our routine and limited tax dollars are not squandered by those that are careless or negligent. To that end, we have been reviewing our calls with the fire chief and comparing similar ordinances from area communities. Such costs could pertain to calls for false alarms, excessive requests, illegal fires, threats, demolition, utility failure, etc.

✓ **OTHER COMMUNICATIONS & HAPPENINGS** (*See Individual Category*)

✓ **MONTHLY REPORTS** (*Update*)

There are some routine reports included for your information.

✓ **COMCAST NOTICE** (*Update*)

They have some channel changes forthcoming.

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

✓ **PLANNING COMMISSION** (*Update*)

The Planning Commission met on February 4<sup>th</sup>, which was their annual meeting. They selected officers (Wyatt-Chair, Novak-Vice Chair, & Farmer-Secretary). They also approved the 2019 annual report (included in the packet).

There was also public comment in relation to Mary Crapo. There were a couple residents that expressed concern over the loss of the recreational space should phase II occur.

It is expected that the Mary Crapo developers may yet attempt to get on the March 3<sup>rd</sup> agenda, but time is running out.

- ✓ **DOWNTOWN DEVELOPMENT AUTHORITY** *(No Change of Status)*  
The DDA did not meeting in January. Their next meeting is scheduled for February 13<sup>th</sup>.
- ✓ **ZONING BOARD OF APPEALS** *(No Change of Status)*  
The ZBA does not have January business. Their next meeting is scheduled for February 19<sup>th</sup>. Their annual meeting will be March 18<sup>th</sup>, which will be held with or without other business.
- ✓ **PARKS AND RECREATION COMMISSION** *(Update)*  
The Park Board met on February 5<sup>th</sup>. There was quorum. The board discussed routine upkeep of picnic tables and grills, the Elms trail loop, the potential for recreation at Mary Crapo, and the slip and slide (7/25 from 12pm-3pm). The board is still composed of six members, but the ordinance indicates membership should be nine. Three additional members are being sought for mayoral appointment.

The next meeting is scheduled for March 4, 2020 at 5:30pm.

- ✓ **BOARD OF REVIEW** *(Update)*  
The BoR March dates are set The organizational meeting will be at 10:00 a.m. on March 3<sup>rd</sup>. The public meetings will be as follows:

Monday, March 16, 9:00am-12:00pm & 6:00pm-9:00pm

Tuesday, March 17, 9:00am-12:00pm

Wednesday, March 18, 9:00am-12:00pm

## **NEW BUSINESS / PROJECTED ISSUES & PROJECTS**

- ✓ **APPOINTMENTS** *(Business Item)*  
With Andy Harris on board, we have some standard appointments to cover our street administrator function to the MDOT, as well as the Genesee County Water and Waste Advisory Board.

The mayor is recommending re-appointment of three positions that are expiring, including Mr. Cramer's seat with Metro PD and two members of the DDA.

There is also a recommendation to fill the ZBA vacancy left by Mr. Wyatt's designation as a standard ZBA member as the planning commission assignee. The mayor is recommending Mr. George Hicks.

We still need three park board members.

✓ **COUNCIL MEMBER APPOINTMENT** *(Business Item)*

Mrs. Root notified the Mayor on January 21<sup>st</sup> of her need to resign, effective immediately. The City Charter (Section 4.7) indicates that the council is to appoint a qualified elector within 30 days. Functioning in good faith, the council should look to have this appointment made by February 10<sup>th</sup>, which is their last regular meeting prior to the 30 day end date.

We have requested applications from the electors within the 3<sup>rd</sup> ward and have received four of them. I am hopeful that the city council can deliberate and select one of these people for the temporary appointment at the meeting. I have created a fill-in resolution for the appointment.

✓ **FIRE DEPARTMENT BUDGET SURPLUS REQUEST** *(Business Item)*

In line with our cost recovery deliberations, we have a request relating to surplus recovered costs by the Fire Department. Recently, the FD responded to a call involving a downed Consumers Energy line. Due to circumstances, the department was able to recover \$5,800 from CE. \$1,938.03 of this amount was in the form of labor that the City of Swartz Creek paid. This will be refunded to the city.

The remainder is \$3,861.97, which reflects equipment and other costs absorbed by the FD. The chief has communicated a request to retain this additional revenue for the FD budget. His request is included in the packet. I find his efforts to recovery costs to be effective and well-motivated. With the city being reimbursed and the department able to recover costs for non-billable items, I think the retainage of these revenues by the department is a good idea. For this to happen, both municipalities must concur per the interlocal agreement. I recommend we do so and have prepared a resolution to effect this.

✓ **METRO PD UPDATE** *(Business Item)*

Officer Montney will be in attendance to give a verbal update regarding the community policing efforts within Mari-Dan Miller Farms. This is a follow up to the agreement that was put in place that encourages higher degrees of communication and enforcement between Metro and the site management.

✓ **HOMETOWN DAYS EMERGENCY PLAN** *(Business Item)*

After experiencing a weather related evacuation in 2019, the HTD committee is drafting a new emergency plan to accommodate a repeat occurrence. They desire the ability to evacuate the public to the DPW structures on Morrish Road. Law enforcement and officials present during the high winds last year made the swift decision to do exactly that.

While I am not a fan of having the general public within secured facilities, if it is a literal emergency situation, I think it is an acceptable risk when weighed against the welfare

of attendees of the event. I am including their plan and a resolution to approve use of the facility during emergencies. The changes are highlighted in yellow. You can see that the use of the DPW (and middle school) is conditioned upon Metro Police supervision and access.

✓ **FIRE HALL ROOF (Update)**

The fire hall roof is in worse shape than we thought. Due to a leak that presented itself in the last month, we have uncovered many issues with the prior roof installation, ventilation, and existing damage. We will likely need to engage in extensive roofing and some repairs this fiscal year.

**Council Questions, Inquiries, Requests, Comments, and Notes**

*Street Signs:* We attempted to retain used street signs so that they might be used for related fundraising activities. Unfortunately, the 'white metal' brackets were fused with the signs, making them unusable. They have been scrapped.

**City of Swartz Creek  
RESOLUTIONS  
Regular Council Meeting, Monday, February 10, 2020, 7:00 P.M.**

**Resolution No. 200210-4A                    MINUTES – January 27, 2020**

Motion by Councilmember: \_\_\_\_\_

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, January 27, 2020, to be circulated and placed on file.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 200210-5A                    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 February 10, 2020, to be circulated and placed on file.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 200210-6A                    CITY MANAGER’S REPORT**

Motion by Councilmember: \_\_\_\_\_

**I Move** the Swartz Creek City Council accept the City Manager’s Report of February 10, 2020, including reports and communications, to be circulated and placed on file.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 200210-8B                    RESOLUTION TO FILL CITY COUNCIL VACANCY**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, City Council Member Angie Root resigned from the city council, effective January 21, 2020, and;

**WHEREAS**, the City Charter, Section 4.7, requires the seat be filled within thirty days with a qualifying elector, and;

**WHEREAS**, \_\_\_\_\_, a resident of the Third Councilmanic District, has volunteered to serve in the capacity as the Third Ward Swartz Creek City Council Member, and;

**WHEREAS**, \_\_\_\_\_ has been found to satisfy the criteria to hold office as a City Council Member,

**NOW, BE IT RESOLVED** that the Swartz Creek City Council hereby appoints \_\_\_\_\_ to the vacant Third Councilmanic City Council seat of Mrs. Root, as outlined in the city charter.

**BE IT FURTHER RESOLVED** that the City Clerk is directed to administer the oath of office to \_\_\_\_\_ and execute other related administrative functions necessary to formalize \_\_\_\_\_ status as a City Council Member prior to the regular meeting of February 24, 2020.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 200210-8C                      RESOLUTION ESTABLISHING BOND COUNSEL AND SINGLE AUDIT FOR USDA LOAN**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, the City of Swartz Creek, County of Genesee, State of Michigan (the “City”) intends to issue and sell revenue bonds, pursuant to Act 94, Public Acts of Michigan, 1933, as amended, in an amount not to exceed Three Million Three Hundred Thousand Dollars (\$3,300,000) for the purpose of paying part of the cost of acquiring and constructing water supply system improvements (the “Project”); and

**WHEREAS**, the Revenue Bond Act, Act 94, Public Acts of Michigan, 1933, as amended (“Act 94”), provides a means for financing the purchase, acquisition, construction, improvement, enlargement, extension, and repair of public improvements such as the Project through the issuance of revenue bonds; and

**WHEREAS**, the city requires retention of a bond counsel and Auditor in accordance with USDA guidelines in order to execute the bond sale; and

**WHEREAS**, Miller, Canfield, Paddock and Stone, P.L.C. of Detroit, Michigan is a qualified and reputable bond counsel firm with which the city has an established and good standing relationship; and

**WHEREAS**, Plante & Moran, PLLC. of Flint, Michigan is a qualified and reputable municipal auditing firm with which the city has an established and good standing relationship.

**NOW, THEREFORE, BE IT RESOLVED** that the Swartz Creek City Council hereby approves the professional services of Miller Canfield as outlined in their engagement letter dated January 17, 2018 and the professional services of Plant & Moran as outlined in their engagement letter dated September 11, 2019.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 200210-8D**

**RESOLUTION TO APPROVE THE LOW BID FOR USDA WATER MAIN REPLACEMENT AND LOCAL STREET RECONSTRUCTION FOR 2020 AND 2021 PROJECTS**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, the City of Swartz Creek owns, operates, and maintains a water distribution system and a network of local streets, and

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

**WHEREAS**, the city is also engaged in Phase II of the recorded street asset management plan for local street reconstruction, rehabilitation, and preventative maintenance, and

**WHEREAS**, bid specifications for the combined water main and street projects were compiled and released to the public for sealed bidding, said bids opened on January 22, 2020 with an estimated engineer estimate of \$6,825,909.50, and

**WHEREAS**, OHM Advisors has audited the bids and contractors in conjunction with the USDA and recommends acceptance of the low bid by Glaeser Dawes Corp in the amount of \$6,452,480.68, as audited by unit in the USDA Water Main Improvement and Local Road Improvement Bid Tabulation Sheet dated January 22, 2020.

**NOW, THEREFORE BE IT RESOLVED** that the City of Swartz Creek City Council accepts and awards the specified water main and street construction projects to Glaeser Dawes Corporation conditioned upon availability of funds and completion of necessary financial arrangements with the USDA Rural Development.

**BE IT FURTHER RESOLVED** that the City of Swartz Creek authorizes and directs the City Manager and City Attorney to execute and complete all necessary Project/USDA contracts and related fulfillment materials.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 200210-8E**

**RESOLUTION TO APPROVE THE HOMETOWN DAYS EMERGENCY PLAN**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, Swartz Creek Hometown Days is a non-profit operating in the community that holds an annual festival in and around the downtown each year; and

**WHEREAS**, Hometown Days has created and maintained an Emergency Operations Plan; and

**WHEREAS**, Hometown Days is proposing to amend their EOP to include the use of the Swartz Creek DPW garage located at 5121 Morrish Road during wind and tornado events; and

**WHEREAS**, the City Council finds this option to be the best available to immediately protect the health and safety of those in the immediate vicinity.

**THEREFORE BE IT RESOLVED**, the Swartz Creek City Council hereby authorizes the Swartz Creek Hometown Days group to make use of the DPW for emergency shelter activities as outlined in the attached emergency plan as included in the February 10, 2020 city council packet.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 200210-8G**

**RESOLUTION TO APPROVE RETAINAGE OF FIRE DEPARTMENT SURPLUS REVENUES**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, the City of Swartz Creek and Township of Clayton operate a joint fire department (Swartz Creek Area Fire Department) as promulgated and regulated by the Swartz Creek – Clayton Township Amended and Restated 2019-2022 Fire Department Agreement; and

**WHEREAS**, the SCAFD cannot exceed its budget or deposit surplus funds into the Capital Improvement Program Fund without concurrence of the Township and City; and

**WHEREAS**, the SCAFD is requesting to retain \$3,861.97 of revenues received in excess of municipal billings related to a specific event for which the department invoiced Consumers Energy.

**NOW, THEREFORE, BE IT RESOLVED** the City of Swartz Creek hereby approves the retainage of \$3,861.97 as requested by the Fire Chief in a communication dated January 24, 2020.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_



**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
MINUTES OF THE REGULAR COUNCIL MEETING  
DATE 01/27/2020**

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, Vacant.

Councilmembers Absent: None.

Staff Present: City Manager Adam Zettel, Clerk Connie Olger, Treasurer Deanna Korth, Andy Harris Director of Community Services, City Attorney Chris Stritmatter.

Others Present: Lania Rocha, Bob Plumb, Michael Berry, Nate Henry, Steve Long, John Wilson, Gary Hicks, Metro PD Chief Bade, Jack Wheatley, Robert Wirostek, Angie Root, Brenda Huyck, Bob Daavettila, Jeff Aronoff.

**APPROVAL OF MINUTES**

**Resolution No. 200127-01**

**(Carried)**

Motion by Councilmember Cramer  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday January 13, 2020 to be circulated and placed on file.

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

**APPROVAL OF AGENDA**

**Resolution No. 200127-02**

**(Carried)**

Motion by Councilmember Farmer  
Second by Councilmember Cramer

**I Move** the Swartz Creek City Council approve the Agenda as, amended for the Regular Council Meeting of January 27, 2020, to be circulated and placed on file.

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

## **CITY MANAGER'S REPORT**

### **Resolution No. 200127-03**

**(Carried)**

Motion by Councilmember Hicks  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council accept the City Manager's Report of January 27, 2020, including reports and communications to be circulated and placed on file.

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

## **MEETING OPENED TO THE PUBLIC:**

Michael Berry, 9251 Jill Marie, informed council that the prime mapping on the Metro Police Authority hasn't been working since last Fall. Chief Bade responded that it has been down and should be working in the near future.

Angie Root, she recently moved out of the city and that is her reason for her resignation. She wanted to say thank you to all for making her time enjoyable and will miss being a part of the board.

## **COUNCIL BUSINESS:**

### **RESOLUTION TO APPROVE MID-YEAR BUDGET AMENDMENTS**

#### **Resolution No. 200127-04**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Cramer

**WHEREAS**, Act 621 of P.A. 1978 provides for a uniform budgeting system for local units of government; and

**WHEREAS**, Act 275 of P.A. of 1980 further prohibits deficit spending by local units of government; and

**WHEREAS**, the City Council has reviewed the City's 2019 – 2020 Revenue and Expenditure Report through December, and finds that it is not in deficit; however, certain department activity line items may be in deficit; and

**WHEREAS**, the City Council has received a Budget Amendment Summary and Revenue and Expenditure Reports reflecting proposed changes in budgeted items; and

**WHEREAS**, new budget amounts necessitate adjustments to the original adopted budget; and

**WHEREAS**, said supplemental documentation shows the new proposed revenue and expenditures by fund.

**THEREFORE BE IT RESOLVED**, the Swartz Creek City Council hereby authorizes and directs the city treasurer to make all necessary mid-year budget adjustment amendments to all city funds in accordance with the supplemental documentation (pages 47 to 54) attached.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

## **REPUBLIC WASTE NOTICE**

## **DISCUSSION**

Mr. Zettel, City Manager briefly discussed the issues the city is having with Republic Waste and wanting a better level of service.

Mr Gary Hicks, Republic Waste Representative, spoke of the labor issues that they had and now they have made that their number one focus. The just received 8 new trucks at the beginning of the year. He would like the opportunity to educate residents through our quarterly newsletter. There has been some major leadership changes, which should decrease their turnover. Call center is improving but still has a lot of flaws. Mr. Hicks encourages residents to call the city and not the call center.

Mr. Zettel commented that Republic Waste is taking steps and he is satisfied for the time being with the progress that has been made, but will continue to track complaints.

## **COST RECOVERY ORDINANCE**

## **DISCUSSION**

Mr. Zettel cost recovery leaning more towards fire services. He is recommending improving our ordinance. Currently our ordinance is limited to invoicing of hazardous waste incidents and incidents involving impaired driving. Most communities engage in cost recovery for false alarms, negligence and intentional fires. He would like to move forward and draft an ordinance if council agrees. Council would like draft prepared for next meeting.

## **WATER MAIN & ROAD WORK BIDS**

## **DISCUSSION**

Mr. Zettel informed council that Glaeser Dawes was the lowest bid, out of five. The bid was approximately 5% under engineers estimate. We should be good to proceed this year and go full scope with a 2 year period.

**RESOLUTION AUTHORIZING NOTICE OF INTENT AND DECLARING INTENTION TO REIMBURSE**

**Resolution No. 200127-05**

**(Carried)**

Motion by Mayor Pro Tem Pinkston  
Second by Councilmember Farmer

**WHEREAS**, the City of Swartz Creek, County of Genesee, State of Michigan (the "City") intends to issue and sell revenue bonds, pursuant to Act 94, Public Acts of Michigan, 1933, as amended, in an amount not to exceed Three Million Three Hundred Thousand Dollars (\$3,300,000) for the purpose of paying part of the cost of acquiring and constructing water supply system improvements (the "Project"); and

**WHEREAS**, the Revenue Bond Act, Act 94, Public Acts of Michigan, 1933, as amended ("Act 94"), provides a means for financing the purchase, acquisition, construction, improvement, enlargement, extension, and repair of public improvements such as the Project through the issuance of revenue bonds; and

**WHEREAS**, a notice of intent to issue bonds must be published before the issuance of the aforesaid bonds in order to comply with the requirements of Section 33 of Act 94; and

**WHEREAS**, the City intends at this time to state its intentions to be reimbursed from proceeds of the Bonds for any expenditures undertaken by the City for the Project prior to issuance of the Bonds.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The City Clerk is hereby authorized and directed to publish a notice of intent to issue bonds in the *Swartz Creek View*, a newspaper of general circulation in the City.
2. Said notice of intent shall be published as a one-quarter (1/4) page display advertisement in substantially the following form:

NOTICE TO TAXPAYERS AND ELECTORS OF THE  
CITY OF SWARTZ CREEK AND TO USERS OF SAID CITY'S  
WATER SUPPLY SYSTEM OF INTENT TO ISSUE  
BONDS AND THE

RIGHT OF REFERENDUM RELATING THERETO

PLEASE TAKE NOTICE that the City Council of the City of Swartz Creek, Genesee County, Michigan, intends to issue and sell revenue bonds, pursuant to Act 94, Public Acts of Michigan, 1933, as amended, in an amount not to exceed Three Million Three Hundred Thousand Dollars (\$3,300,000), for the purpose of paying part of the cost of acquiring and constructing water supply system improvements to serve the City.

SOURCE OF PAYMENT OF  
REVENUE BONDS

THE PRINCIPAL OF AND INTEREST ON SAID REVENUE BONDS SHALL BE PAYABLE solely from the revenues received by the City from the operations of said water supply system. Said revenues will consist of rates and charges billed to the users of the system, a schedule of which is presently on file in the office of the City Clerk. Said rates and charges may from time to time be revised to provide sufficient revenues to provide for the expenses of operating and maintaining the system, to pay the principal of and interest on said bonds and to pay other obligations of the system.

BOND DETAILS

SAID BONDS will be payable in annual installments not to exceed forty (40) in number and will bear interest at the rate or rates to be determined at a public or private sale but in no event to exceed the maximum rate permitted by law on the balance of the bonds from time to time remaining unpaid.

RIGHT OF REFERENDUM

THE REVENUE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS OF THE CITY IS FILED WITH THE CITY CLERK WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS OF THE CITY VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 33, Act 94, Public Acts of Michigan, 1933, as amended.

Connie Olger  
Clerk, City of Swartz Creek

3. The City Council does hereby determine that the foregoing form of Notice of Intent and the manner of publication directed is the method best calculated to give notice to the water supply system's users and the City's taxpayers and

electors of this Council's intent to issue the bonds, the purpose of the bonds, the security for the bonds, and the right of referendum relating thereto.

4. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

- a) As of the date hereof, the City reasonably expects to reimburse the City for the expenditures described in (b) below with proceeds of debt to be incurred by the City.
- b) The expenditures described in this paragraph (b) are for the costs of acquiring and constructing the Project which were or will be paid subsequent to sixty (60) days prior to the date hereof.
- c) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$3,300,000.
- d) A reimbursement allocation of the expenditures described in b) above with the proceeds of the borrowing described herein will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the debt to be issued for the Project to reimburse the City for a capital expenditure made pursuant to this resolution.
- e) The expenditures described in b) above are "capital expenditures" as defined in Treas. Reg. § 1.150-1(b), which are any costs of a type which are properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Treas. Reg. § 1.150-2(c)) under general Federal income tax principles (as determined at the time the expenditure is paid).
- f) No proceeds of the borrowing paid to the City in reimbursement pursuant to this resolution will be used in a manner described in Treas. Reg. § 1.150-2(h) with respect to abusive uses of such proceeds, including, but not limited to, using funds corresponding to the proceeds of the borrowing in a manner that results in the creation of replacement proceeds (within Treas. Reg. § 1.148-1) within one year of the reimbursement allocation described in d) above.

5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

**RESOLUTION TO APPROVE DISTRICT 3 AND 4 SEWER CAPACITY INVESTIGATIONS**

**Resolution No. 200127-06**

**(Carried)**

Motion by Councilmember Cramer  
Second by Councilmember Hicks

**WHEREAS**, the city owns, operates, and maintains a system of sewer collection lines that transport sewer to the county interceptors located at various locations in and around the community; and

**WHEREAS**, capacity limits, especially as it pertains to wet weather events in district 3 and inflow/infiltration in district 4, have been revealed by flow meter analysis conducted in 2019; and

**WHEREAS**, Rowe Professional Services Company has been working with city staff to prepare solutions for the noted issues in the system and is situated to engage in further testing and analysis that will result in a basis for an improvement plan.

**NOW, THEREFORE, BE IT RESOLVED** the City of Swartz Creek hereby approves the proposal from Rowe Professional Services Company, dated January 10, 2020, in the amount of \$13,500, funds to be appropriated to the Sewer 591 fund.

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

Break  
7:59 p.m. to 8:07 p.m.

**COUNCILMEMBER ROOT**

**DISCUSSION**

Mayor Krueger commented Mr. Nate Henry is interested in the council vacancy. Mr. Zettel indicated that this is a council appointment within 30 days of the resignation. Mr. Zettel informed the council that the next meeting, February 10<sup>th</sup> falls within the 30 day period, unless council chooses to have a special meeting. This appointment fills the vacancy until the November 2020 election results.

**MEETING OPENED TO THE PUBLIC:**

Metro Police Authority Chief Bade updated everyone on the new lobby hours at the Swartz Creek station is 9 a.m. - 3 p.m. Monday through Friday. No administrative personnel on site, everything is done by video device through the Metro headquarters. There has also been a prescription drug drop-off box installed.

**REMARKS BY COUNCILMEMBERS:**

Councilmember Cramer spoke with Mr. Cherry he would like the council to contact his office. He also would like to see the vacant church on Morrish Road be used as the library.

Councilmember Farmer let everyone know about the Fireman's Chili Cook-off at the American Legion is in a week ½ and should be a good time.

Councilmember Hicks would like Gary Hicks contact information. She is interested in getting information on the recycle program.

Councilmember Gilbert thanked Mrs. Root for being on city council.

Mayor Krueger thanked Mrs. Root for all her service to the city.

**ADJOURNMENT**

**Resolution No. 200127-07**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Farmer

**I Move** the Swartz Creek City Council adjourn the regular meeting at 8:23 p.m.

Unanimous Voice Vote.

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**David A. Krueger, Mayor**

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**Connie Olger, City Clerk**

02/03/2020

CHECK REGISTER FOR CITY OF SWARTZ CREEK  
CHECK DATE FROM 01/01/2020 - 01/31/2020

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
01/08/2020	47455	BETTY SHANNON	2019 NOV & DEC CONTRACT REIMB RETIREE	1,170.42
01/08/2020	47456	CHASE CARD SERVICES	11/22-12/21/19 MONTHLY STATEMENT	295.14
01/08/2020	47457	COMCAST BUSINESS	CITY HALL MONTHLY INVOICE 12/26-1/25/20	117.99
01/08/2020	47458	CONSUMERS ENERGY	STREET LIGHTS 1294 12/1-12/31/19	7,116.78
01/08/2020	47459	CONSUMERS ENERGY	48473 LED LIGHT RD WORCHESTER/CHESTERFIE	1,107.01
01/08/2020	47460	CONSUMERS ENERGY	TRAFFIC LIGHTS 1781 12/1-12/31/19	400.93
01/08/2020	47461	CONSUMERS ENERGY	4524 MORRISH RD 12/1-12/31/19	35.03
01/08/2020	47462	CONSUMERS ENERGY	SIRENS TRAFFIC LIGHTS 1997 12/1-12/31/19	26.59
01/08/2020	47463	CONSUMERS ENERGY	ELMS PARKING LOT AREA LIGHTS 2300 12/1-1	16.16
01/08/2020	47464	CONSUMERS ENERGY	5361 WINSHALL DR #2 RESTRMS 9987 12/3/19	27.28
01/08/2020	47465	CONSUMERS ENERGY	8011 MILLER RD 12/3/19-1/2/20 A	32.38
01/08/2020	47466	CONSUMERS ENERGY	8095 CIVIC DR 12/3/19-1/2/20 A	633.15
01/08/2020	47467	CONSUMERS ENERGY	9099 MILLER RD 12/3/19-1/2/20 A	30.86
01/08/2020	47468	CONSUMERS ENERGY	5015 HOLLAND DR LOT LIGHTS 12/3/19-1/2/2	138.13
01/08/2020	47469	CONSUMERS ENERGY	5121 MORRISH RD 12/3/19-1/2/20 A	684.26
01/08/2020	47470	CONSUMERS ENERGY	8083 CIVIC DR 12/3/19-1/2/20 A	657.95
01/08/2020	47471	CONSUMERS ENERGY	8301 CAPPY LN 12/4/19-1/3/20 A	353.86
01/08/2020	47472	CONSUMERS ENERGY	8100 CIVIC DR 12/4/19-1/3/20 A	1,362.51
01/08/2020	47473	CONSUMERS ENERGY	5257 WINSHALL DR 12/3/19-1/2/20 A	27.56
01/08/2020	47474	CONSUMERS ENERGY	8499 MILLER RD 12/3/19-1/1/20 A	27.56
01/08/2020	47475	CONSUMERS ENERGY	8059 FORTINO DR 12/3/19-1/2/20 A	31.27
01/08/2020	47476	CONSUMERS ENERGY	4510 MORRISH RD 12/3/19-1/2/20 A	39.36
01/08/2020	47477	CONSUMERS ENERGY	5361 WINSHALL DR 8369 12/3/19-1/2/20 A	27.82
01/08/2020	47478	DEANNA KORTH	BANK MILEAGE DEANNA DECEMBER 2019	18.10
01/08/2020	47479	FIDELITY SECURITY LIFE INSUR/EYEMED	JANUARY 2020 RETIREE VISION (6)	43.44
01/08/2020	47480	GILL ROYS HARDWARE	DECEMBER 2019 INVOICES LESS DISCOUNT	510.46
01/08/2020	47481	GLAESER DAWES	HELMSLEY DRIVE STREET RECONSTRUCTION	59,377.77
01/08/2020	47482	GOV'T FINANCE OFFICERS ASSOC.	WEBINAR SEMINAR (2) KORTH	170.00
01/08/2020	47483	JODY KEY	BANK MILEAGE JODY DECEMBER 2019	9.05
01/08/2020	47484	KCI	JAN 2020 UB BILLS/POSTAGE BALANCE	379.87
01/08/2020	47485	RWS OF MID MICHIGAN	FY20 GARBAGE/RECYCLING/YARD WASTE DEC 20	23,739.27
01/08/2020	47486	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	192.00
01/08/2020	47487	SWARTZ CREEK AREA FIRE DEPT.	FY20 FIRE BUDGET 1/1-6/30/20	59,889.38
01/16/2020	47488	ADS PLUS PRINTING LLC	WINTER NEWSLETTER	1,292.10
01/16/2020	47489	ANDREW SLIEFF	UB REFUND FOR 5304 DON SHENK	96.63
01/16/2020	47490	BIO-SERV CORPORATION	PEST CONTROL - PUBLIC SAFETY BLDG	57.00
01/16/2020	47491	BIO-SERV CORPORATION	PEST CONTROL - CITY HALL/LIBRARY-SR CTR	110.00
01/16/2020	47492	BLUE CARE NETWORK-EAST MI	COBRA FEB 2020 OBRIEN RETIREE HEALTH FEB 2020 CLOINGER	684.42 1,383.61
				2,068.03
01/16/2020	47493	BONNIE WITHEY	UB REFUND FOR 7455 WADE	228.95
01/16/2020	47494	C & H CONSTRUCTION CO INC	WATERMAIN REPAIR 5238 GREENLEAF SERV BOX REPAIR 9128 LUEA WATERMAIN REPAIR 5206 GREENLEAF REPAIR DRIVEWAY ENTRANCE 5390 WINSHALL	2,306.00 2,145.75 1,409.50 1,315.00
				7,176.25
01/16/2020	47495	CHARTER TOWNSHIP OF MUNDY	JOINT INSP & PERMIT FEES NOV 2019	8,298.61
01/16/2020	47496	CITY OF SWARTZ CREEK	UB 8100 CIVIC DR 9/21-12/20/19 UB 8083 CIVIC DR 9/21-12/20/19 UB 8059 FORTINO 9/21-12/20/19 UB 5363 WINSHALL 9/21-12/20/19 UB 5121 MORRISH 9/21-12/20/19 UB 4125 ELMS RD 9/21-12/20/19 UB 8095 CIVIC DR 9/21-12/20/19	761.69 438.68 128.40 284.88 159.89 279.89 181.06
				2,234.49

01/16/2020	47497	CITY OF SWARTZ CREEK	REIMB PETTY CASH THRU 1/13/20	149.46
01/16/2020	47498	CONSUMERS ENERGY	4125 ELMS RD PAVILION 4437 12/5/19-1/5/2	33.60
01/16/2020	47499	CONSUMERS ENERGY	4125 ELMS RD 4353 12/5/19-1/5/20 A	30.02
01/16/2020	47500	CONSUMERS ENERGY	6425 MILLER PARK & RIDE 12/5/19-1/5/20 A	110.56
01/16/2020	47501	CRIM FITNESS FOUNDATION INC	SAFE ROUTES TO SCHOOL/ACTIVE COMM PLAN 3	15,000.00
01/16/2020	47502	<b>D &amp; G SIGNS LLC</b>	TABLE BANNER FOR CENSUS	90.78
			CENSUS BANNERS FOR BUSINESS (10)	268.00
				<b>358.78</b>
01/16/2020	47503	DAVID NEMER	UB REFUND 5438 MILLER	6.73
01/16/2020	47504	DELTA DENTAL PLAN	FEB 2020 RETIREE DENTAL (6)	434.12
01/16/2020	47505	DENNIS W CRAMER	SMALL CITIES MTG 1/8/20 DINNER	16.58
01/16/2020	47506	DES MOINES STAMP MFG CO.	SIGNATURE STAMPS FOR BOR (4)	135.85
01/16/2020	47507	DETROIT SALT COMPANY	ROCK SALT AT \$59.07 PER TON	3,030.29
01/16/2020	47508	DORNBOS SIGN & SAFETY INC	PEDESTRIAN SIGN	397.25
01/16/2020	47509	ENERGY REDUCTION COALITION	EXCESS BENEFIT PAYMENT	1,136.79
01/16/2020	47510	FAMILY FARM AND HOME INC	DECEMBER 2019 INVOICES	74.70
01/16/2020	47511	FLINT CLEANING SUPPLIES	ICE MELT 50LB BAG	106.08
01/16/2020	47512	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	38.10
01/16/2020	47513	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	5.00
01/16/2020	47514	GEN CTY ROAD COMMISSION	SIGNAL MILLER/FAIRCHILD	186.54
01/16/2020	47515	GEN CTY ROAD COMMISSION	OCT 2020 S-MTCE & OPERATIONS	1,096.73
01/16/2020	47516	GEN CTY ROAD COMMISSION	NOV 2020 S-MTCE & OPERATIONS	707.89
01/16/2020	47517	GEN CTY SMALL CITIES ASSOC.	SMALL CITIES DUES 2020 KRUEGER/CRAMER	100.00
01/16/2020	47518	INTEGRITY BUSINESS SOLUTIONS	TISSUE/KITCHEN ROLL TOWEL (2)	128.09
01/16/2020	47519	JOHNS TRUCK SERVICE	REPAIR BUCKET TRUCK	1,589.67
01/16/2020	47520	<b>LEGACY ASSESSING SERVICES INC</b>	ASSESSING SERVICES JANUARY 2020	2,618.00
			2020 PERSONAL PROP STATEMENT	64.50
				<b>2,682.50</b>
01/16/2020	47521	METRO POLICE AUTH OF GENESEE COUNTY	POLICE SERVICES JAN-MARCH 2020	253,711.00
01/16/2020	47522	METRO POLICE AUTH OF GENESEE COUNTY	NOVEMBER 2019 ORDIN FEES	681.45
01/16/2020	47523	MICHIGAN ASSOC OF PLANNING	PLAN & ZONING ESS/ZONING ADMIN NOVAK	220.00
01/16/2020	47524	MICHIGAN ASSOC OF PLANNING	MANAGING RISK N HENRY	100.00
01/16/2020	47525	MICHIGAN PIPE AND VALVE	REPAIR CLAMP (2)	388.32
01/16/2020	47526	MY-CAN LLC	PORT A JON RENTAL	200.00
01/16/2020	47527	OHM ADVISORS	USDA WATER MAIN IMPROVEMENT PROJECT	24,560.00
01/16/2020	47528	OHM ADVISORS	DYE TO ELMS TRAIL	15,148.50
01/16/2020	47529	PARAGON LABORATORIES INC	WATER SAMPLES WO SWARTZ CREEK 01082020 3	777.00
01/16/2020	47530	PAUL SCHOENDORFF	REIMB DAMAGE STORM SEWER LINE	478.18
01/16/2020	47531	<b>PRINTING SYSTEMS</b>	VOTER ID CARDS (1000)/QVF MASTER CARDS (	110.45
			ELECTION WINDOW ENV (1000)/AV APP (1000)	138.80
			NOMINATING PETITION	24.03
			ELECTION FORMS & SUPPLIES/ENVELOPES	631.44
				<b>904.72</b>
01/16/2020	47532	<b>ROWE PROFESSIONAL SERVICES CO</b>	SEWER CAPACITY ANALYSIS AND REPORT	3,617.50
			GIS MAPPING SERVICES	7,877.50
				<b>11,495.00</b>
01/16/2020	47533	SELF SERVE LUMBER CO.	SHINGLES	19.64
01/16/2020	47534	SHERWIN WILLIAMS	PAINT/PAINT SUPPLIES	117.04
01/16/2020	47535	SIMEN FIGURA & PARKER PLC	MONTHLY INVOICE	364.00
01/16/2020	47536	STATE OF MICHIGAN DEPT TRANS	FAIRCHILD RD RESTORATION CAPPY TO MILLER	9,606.67
01/16/2020	47537	<b>SUBURBAN AUTO SUPPLY</b>	TIRE GAGE/AIR CHUCK	42.60
			WIRE TERMINAL/PROTECTANT WIPES	8.58
				<b>51.18</b>
01/16/2020	47538	SUPER FLITE OIL CO INC	FUEL - DPW	709.34

01/16/2020	47539	SW CREEK AREA CHAMBER OF COMMERCE	MEMBERSHIP DUES	169.00
01/16/2020	47540	UNDERGROUND SECURITY COMPANY	STORAGE SECURITY RECORDS 1/1-12/31/20	157.50
01/16/2020	47541	UNUM LIFE INSURANCE	FEB 2020 RETIREE LIFE INS (4)	45.90
01/16/2020	47542	VERIZON WIRELESS	MONTHLY STATEMENT 12/2/19-1/1/20	513.06
01/27/2020	47543	MICHIGAN ASSESSORS ASSOCIATION	MAA MEMBERSHIP DUES 2020	90.00
01/30/2020	47544	CHARTER TOWNSHIP OF MUNDY	DEC 2019 JOINT INSP & PERMIT FEES	4,202.11
01/30/2020	47545	CHASE CARD SERVICES	1/22/19-1/21/20 MONTHLY STATEMENT	316.50
01/30/2020	47546	COMCAST BUSINESS	CITY HALL MONTHLY INVOICE 1/26-2/25/20	143.30
01/30/2020	47547	CUMMINS BRIDGEWAY	CAPPY LIFT STATION SERV AGREEMENT 4/1/20	503.55
01/30/2020	47548	DES MOINES STAMP MFG CO.	ADDRESS STAMPS (2)	53.95
01/30/2020	47549	<b>DETROIT SALT COMPANY</b>	ROCK SALT AT \$59.07 PER TON	3,069.87
			ROCK SALT AT \$59.07 PER TON	2,996.62
				<b>6,066.49</b>
01/30/2020	47550	DORNBOS SIGN & SAFETY INC	PEDESTRIAN SIGN	350.17
01/30/2020	47551	Foundation Systems of Michigan	BD Payment Refund	90.00
01/30/2020	47552	GCGC	MEMB DUES 2020	20.00
01/30/2020	47553	GEN CTY ROAD COMMISSION	I-69 WB RAMP @ MORRISH	98.53
01/30/2020	47554	GEN CTY ROAD COMMISSION	DEC 2019 S-MTCE & OPERATIONS	2,265.91
01/30/2020	47555	GENESEE CTY DRAIN COMMISSIONER	2019 DRAINS AT LARGE 0122	1,100.00
01/30/2020	47556	GENESEE CTY DRAIN COMMISSIONER	SEWER 10/1-12/31/19 4,734,301 CF	141,852.21
01/30/2020	47557	GENESEE CTY DRAIN COMMISSIONER	WATER 2,069,341 CF 11/27-12/30/19	135,087.11
01/30/2020	47558	JOHNS TRUCK SERVICE	PATCH DUMP BOX/REPAIR WIRING	949.20
01/30/2020	47559	KCI	EST. POSTAGE ASSESSMENT NOTICES	918.82
01/30/2020	47560	KEVIN GROVES APPRAISALS INC	APPRAISAL KROGER MTT	2,000.00
01/30/2020	47561	MID STATES BOLT AND SCREW CO	BOLTS/LOCK WASHER/LOCKNUT 25 EACH	58.52
01/30/2020	47562	OFFICE DEPOT CREDIT PLAN	MONTHLY STATEMENT	67.19
01/30/2020	47563	OHM ADVISORS	BRISTOL RD PROPERTY SURVEY	1,171.50
01/30/2020	47564	OHM ADVISORS	USDA WATER MAIN IMPROVEMENT PROJECT	16,603.25
01/30/2020	47565	OHM ADVISORS	SPRINGBROOK EAST PHASE II CONST SERV	505.25
01/30/2020	47566	OHM ADVISORS	SHARP FUNERAL HOME CONST SERV	221.75
01/30/2020	47567	RWS OF MID MICHIGAN	FY20 GARBAGE/RECYCLING/YARD WASTE JAN 20	23,739.27
01/30/2020	47568	SECLICKFIX INC	ANNUAL LICENSE 2/29/20-2/27/21	3,402.00
01/30/2020	47569	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	64.00
01/30/2020	47570	<b>SUBURBAN AUTO SUPPLY</b>	K-SEAL/ANTIFREEZE (2)	39.97
			OIL DRI 40QT	11.99
			STICTION ELIMINATOR	58.69
				<b>110.65</b>
01/30/2020	47571	SWARTZ CREEK AREA FIRE DEPT.	FIRE SERVICE DEC 2019	3,275.32
01/30/2020	47572	UNITED METHODIST CHURCH -SW CK	MARCH 10TH PRIMARY ELECTION PER CONTRACT	750.00
GEN TOTALS:				
Total of 118 Checks:				874,300.78
Less 0 Void Checks:				0.00
Total of 118 Disbursements:				<b>874,300.78</b>

# FANG ACTIVITY REPORT

## January 2020

**01/02** – FANG detectives utilized a confidential informant to purchase crack cocaine from a dealer. The dealer was identified and the investigation is ongoing.

**01/06** – FANG detectives utilized a confidential informant to purchase crack cocaine. The investigation is ongoing.

**01/07** – FANG detectives utilized a confidential informant to purchase 7.7 grams of crystal meth from a known dealer. The dealer was identified and the investigation is ongoing.

**01/08** – FANG detectives were contacted by USPS regarding two packages containing MDMA that were intercepted on their way to Genesee County. One package contained 1.5 kilos and was headed to an address in Grand Blanc Twp. The second package also contained 1.5 kilos and was headed to Davison Twp. FANG detectives conducted controlled deliveries at both addresses. The package delivered to Davison Twp. was accepted and opened by occupants of the house. An anticipatory search warrant was executed and the occupants were arrested. The investigation is being furthered.

**01/13** – FANG detectives executed a search warrant in the city of Flint at the residence of a known cocaine dealer. FANG detectives recovered a ½ kilo of cocaine and \$8,900 in cash.

FANG detectives seized 1 kilo of ketamine that was shipped to an address in Davison Twp.

FANG detectives utilized a confidential informant to purchase a gun from a known felon. The case is ongoing.

**01/14** – FANG detectives utilized an undercover officer to purchase 388 grams of crystal meth from a dealer in the Flint area. The dealer was identified and the case is ongoing.

**01/16** – FANG detectives ordered up a kilo of crystal methamphetamine from a dealer who had been selling to an undercover FANG detective. The dealer arrived at the meet location and got into the undercover's car with the kilo of crystal meth. FANG detectives quickly surrounded the vehicle and took the dealer into custody.

**01/17** – FANG detectives were contacted by USPS regarding 3lbs of crystal methamphetamine that had been intercepted in the mail. The crystal meth was being shipped to an address in Flint and a subsequent controlled delivery of the crystal meth was conducted. The package containing the meth was accepted and opened by the two occupants in the residence. An anticipatory search warrant was executed, and the occupants were taken into custody.

**01/21** – As a result of the controlled delivery on 01/17, FANG detectives learned that the Crystal meth was actually intended for a third-party individual. The original subjects that accepted the package on 1/17 were being paid by the third party. FANG detectives had the two individuals contact the third party and inform him that the package had arrived. The package was put inside a parked car for the third party to

retrieve. Several hours later a man arrived and retrieved the package containing the crystal meth. He was quickly arrested by FANG detectives. FANG detectives also forfeited over \$3000 that the suspect had in his pocket.

**01/22** FANG detectives conducted a search warrant at the residence of a known dealer of crack cocaine. As a result of the search warrant FANG detectives recovered approximately 10 grams of crack cocaine and 2 handguns.

**01/27** – FANG detectives utilized a confidential informant to purchase \$60 of crack cocaine from a dealer in the Flint area. The dealer was identified and the investigation is ongoing.

**01/28**– FANG detectives utilized a confidential informant to purchase 1 ounce of crystal meth from a dealer in the Flint area. The dealer was identified and the investigation is ongoing.

Later on this date, an undercover FANG detective was able to purchase 1 ounce of crystal meth from a different dealer in the Flint area. This investigation is also ongoing.

**01/29** – FANG detectives utilized a confidential informant to purchase crack cocaine from a dealer in the Flint area. The dealer was identified and the investigation is ongoing.

FANG detectives, with the help of Mt. Morris Twp. and MSP rollers, conducted a citizen contact detail in Mt. Morris, Flint and Flint Twp. The detail focused on making contacts with citizens in high crime areas within the County. The detail resulted in the arrest of one felony fugitive.

**01/30** – FANG detectives assisted Burton PD with the execution of a search warrant in the Flushing area. FANG detectives were contacted by Burton P.D. and informed that they had identified and located a suspect wanted in regards to a homicide that occurred in Burton. Burton P.D. requested that FANG execute the search warrant at the residence where the suspect was staying. FANG detectives executed the search warrant and took the suspect into custody without incident.

**Public Works  
Monthly Work Orders**

02/03/20

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
20-000019 CANCELLED	FA10-005068-0000-03	SMETHWICK, BARRY DON 5068 FAIRCHILD ST	01/21/20 01/21/20	WATER LEAK
BXRP20-0177 COMPLETED	CH20-009120-0000-03	LESER, CURT 9120 CHESTERFIELD DR	01/23/20 01/23/20	CURB BOX REPAIR
CKME20-0431 COMPLETED	SP10-004445-0000-02	TOMCZYK, STANLEY 4445 SPRINGBROOK DR	01/06/20 01/06/20	CHECK METER
FLAG20-0218 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	01/23/20 01/24/20	LOWER/RAISE FLAG
FNRD20-1688 COMPLETED	LI10-004257-0000-02	MARTIN, WILLIAM 4257 LINDSEY DR	01/31/20 01/31/20	FINAL READ
FNRD20-1689 COMPLETED	LI10-004261-0000-11	G & S NEMER PROPERTIES, LLC 4261 LINDSEY DR	01/07/20 01/07/20	FINAL READ
FNRD20-1690 COMPLETED	WA10-007455-0000-10	WITHEY, BONNIE 7455 WADE ST	01/08/20 01/08/20	FINAL READ
FNRD20-1691 COMPLETED	MA20-008051-0000-04	SHAVER, BETHANY 8051 MAPLE ST	01/13/20 01/13/20	FINAL READ
FNRD20-1692 COMPLETED	BI10-005158-0000-01	KETCHMARK, DENISE 5158 BIRCHCREST DR	01/21/20 01/21/20	FINAL READ
FNRD20-1693 COMPLETED	DO10-005304-0000-13	SLIEFF, ANDREW 5304 DON SHENK DR	01/13/20 01/13/20	FINAL READ
FNRD20-1694 COMPLETED	MC10-005048-0000-05	FERRIS, BRYSON 5048 MC LAIN ST	01/21/20 01/21/20	FINAL READ
FNRD20-1695 COMPLETED	MO10-005044-0000-09	RAYNER, MARY 5044 MORRISH RD	01/21/20 01/21/20	FINAL READ
FNRD20-1696 COMPLETED	CO20-007448-0000-04	SACK, CONNIE 7448 COUNTRY MEADOW DR	01/21/20 01/21/20	FINAL READ
FNRD20-1697	LI10-004265-0000-04	HINTZ, CATHERINE 4265 LINDSEY DR	01/31/20	FINAL READ
FNRD20-1698	LU10-009042-0000-03	PEAKE, RONALD J 9042 LUEA LN	01/27/20	FINAL READ
GWO20-0557 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	01/08/20 01/09/20	GENERIC WORK ORDE
GWO20-0558 COMPLETED	MO10-005234-0000-02	PHILIP G. BEDNAREK LLC 5234 MORRISH RD	01/09/20 01/09/20	GENERIC WORK ORDE
GWO20-0559 COMPLETED	CR10-008261-0000-01	HUT-SWARTZ CREEK SCHOOLS 8261 CRAPO ST	01/13/20 01/13/20	GENERIC WORK ORDE
GWO20-0560	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	01/14/20	GENERIC WORK ORDE
GWO20-0561 COMPLETED	AB10-007055-0000-04	BOONE, JOSHUA S 7055 ABBEY LN	01/21/20 01/21/20	GENERIC WORK ORDE

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
MNT20-0318	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	01/06/20	BUILDING MAINTENA
MNT20-0319 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	01/07/20 01/08/20	BUILDING MAINTENA
MNT20-0320 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	01/08/20 01/13/20	BUILDING MAINTENA
MNT20-0321 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	01/23/20 01/23/20	BUILDING MAINTENA
MTRP20-0584 COMPLETED	MA30-007512-0000-01	SKARVI, JUDY 7512 MASON ST	01/03/20 01/02/20	METER REPAIR
MTRP20-0585	WI10-005256-0000-01	HUFFMAN, BARBARA 5256 WINSHALL DR	01/09/20	METER REPAIR
READ20-0774 COMPLETED	KR20-004276-0000-01	SPRINGVALE ASSISTED LIVING 4276 KROGER DR	01/06/20 01/06/20	READ METER
READ20-0775 COMPLETED	MI10-008295-0000-06	VIALPANDO, TARA 8295 MILLER RD	01/29/20 01/29/20	READ METER
SI-000041 COMPLETED	EL10-004016-0000-02	ZUMWALT, ELIZABETH 4016 ELMS RD	01/02/20 01/02/20	SIGNS
SI-000042 COMPLETED	BR20-006060-0000-02	GENERAL MOTORS 6060 BRISTOL RD	01/13/20 01/21/20	SIGNS
SNOW20-0007 COMPLETED	JI10-009308-0000-05	NEMER, SAMIRA 9308 JILL MARIE LN	01/22/20 01/23/20	SNOW/ICE REMOVAL
SNOW20-0008 COMPLETED	MI10-008053-0000-02	HODGE, JANET 8053 MILLER RD	01/22/20 01/22/20	SNOW/ICE REMOVAL
SNOW20-0009 COMPLETED	OX10-005162-0000-01	WEBER, WILLIAM 5162 OXFORD CT	01/22/20 01/22/20	SNOW/ICE REMOVAL
SNOW20-0010 COMPLETED	CI10-008095-000B-01	SENIOR CENTER 8095 CIVIC DR 000B	01/23/20 01/23/20	SNOW/ICE REMOVAL
SNOW20-0011 COMPLETED	SC20-005110-0000-01	LOWELL, S J 5110 SCHOOL ST	01/24/20 01/24/20	SNOW/ICE REMOVAL
WMBK20-0098 COMPLETED	GR10-005206-0000-04	SMITH, RENEE 5206 GREENLEAF DR	01/05/20 01/06/20	WATER MAIN BREAK
WMBK20-0099 COMPLETED	DR10-000001-0000-01	HIGH SCHOOL, SWARTZ CREEK 1 DRAGON DR	01/07/20 01/07/20	WATER MAIN BREAK
WOFF20-2318	YA10-007006-0000-02	KEELEY, GUY 7006 YARMY DR	01/21/20	WATER TURN OFF
WOFF20-2319 CANCELLED	MI10-007287-0000-05	JAQUES, JAMES 7287 MILLER RD	01/23/20 01/24/20	WATER TURN OFF
WOFF20-2320 CANCELLED	CA10-008342-0000-09	DRURY, COREY 8342 CAPPY LN	01/23/20 01/24/20	WATER TURN OFF
WOFF20-2321 CANCELLED	MC10-005095-0000-05	KLORRES, ALICIA 5095 MC LAIN ST	01/23/20 01/27/20	WATER TURN OFF
WOFF20-2322	GR10-005273-0000-07	DERSCHA, RACHELLE	01/23/20	WATER TURN OFF

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
CANCELLED		5273 GREENLEAF DR	01/24/20	
WOFF20-2323	CE10-009289-0000-06	WILDRICK, LAUREN	01/23/20	WATER TURN OFF
CANCELLED		9289 CEDAR CREEK CT	01/24/20	
WOFF20-2324	WI10-005132-0000-05	GIBBS, ALLISON	01/23/20	WATER TURN OFF
CANCELLED		5132 WINSHALL DR	01/24/20	
WOFF20-2326	CE10-009267-0000-06	GOODAR, JESSICA	01/23/20	WATER TURN OFF
COMPLETED		9267 CEDAR CREEK CT	01/27/20	
WOFF20-2327	DY10-003398-0000-04	PARKER, GLORIA	01/23/20	WATER TURN OFF
CANCELLED		3398 DYE RD	01/27/20	
WOFF20-2328	CE10-009271-0000-07	GREENE, CONSTANCE	01/23/20	WATER TURN OFF
CANCELLED		9271 CEDAR CREEK CT	01/24/20	
WTON20-1343	MI10-008408-0000-04	TREMBLAY, MARTHA	01/09/20	WATER TURN ON
COMPLETED		8408 MILLER RD	01/09/20	
WTON20-1344	CE10-009267-0000-06	GOODAR, JESSICA	01/27/20	WATER TURN ON
		9267 CEDAR CREEK CT		

Total Records: 49

Report Generated: 2/3/2020 2:23 PM

Report Options: Scheduled From: 1/1/2020 To: 1/31/2020

## DPS ACTIVITY JANUARY 2020

	<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	18.22	4.88	2.67	1.67		
781.0 AMPHI-PARK						
782.0 ABRAMS PARK	0.15	0.59				
783.0 ELMS PARK	0.35	1.39				
784.0 BICENT. PARK						
790.0 SENIOR CENTER/LIBRARY	24.20	5.52	2.78	3.12		
793.0 CITY HALL	19.75	2.80		5.49		
794.0 COMM PROMO	88.08	0.31	1.44	18.97		
796.0 CEMETERY	2.00	0.75		0.45		
202 MAJOR STREET FUND						
429.0 SAFETY						
441.0 PARK & RIDE	9.00	4.75	2.67	2.12		
463.0 STREET MAIN	17.13	15.37	6.73	12.71	1.50	
474.0 TRAFFIC	20.02	2.76	0.11	4.97		2.00
478.0 SNOW & ICE	13.03	0.12	0.22	2.67	2.00	11.00
482.0 ADMIN	0.89	3.57				
203 LOCAL STREET FUND						
429.0 SAFETY						
463.0 STREET MAIN	18.16	2.64	1.78	12.98		1.00
474.0 TRAFFIC	0.02	0.09				
478.0 SNOW & ICE	15.03	0.11	1.00	9.04		
482.0 ADMIN	1.27	5.07				
226 GARBAGE FUND						
528.0 COLLECT	9.13	0.53	0.22	4.11		
530.0 WOODCHIPPING	0.13	0.53				
782.0 ABRAMS PARK GARBAGE	1.01	0.03				
783.0 ELMS PARK GARBAGE	11.01	4.76	2.88	4.11		
793.0 CITY HALL	4.91	0.58		1.37		
590 WATER						
540.0 WATER SYSTEM	56.94	12.74	1.44	23.16	9.00	18.00
540.0 WATER-ON CALL						
542.0 READ & BILL	34.57	13.86	3.21	15.30		
793.0 CITY HALL	12.27	1.44		3.43		
591 SEWER						
536.0 SEWER SYSTEM	23.54	23.09	6.51	9.84		
536.0 SEWER-ON CALL						
537.0 LIFT STATION	0.18	0.74			1.00	0.50
542.0 READ & BILL	34.57	13.86	3.21	15.30		
793.0 CITY HALL	12.27	1.45		3.43		
661 MOTOR POOL FUND						
795.0 CITY GARAGE	61.17	35.67	32.13	42.76		
<b>DAILY HOURS TOTAL</b>	<b>509.00</b>	<b>160.00</b>	<b>69.00</b>	<b>197.00</b>	<b>13.50</b>	<b>32.50</b>

DPS Equipment Rental  
 January 2020  
 Page 1

Nature Of Work	4WD 7-15,3-08 2-08, 10-18	4WD 7-15,3-08 2-08, 10-18a	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 Amphib													
101.782 Winshall Pk			0.32										
101.783 Elms Pk	25		0.42										
101.784 Bicentennial Pk													
101.790 Sen Ctr./Lib	21	10	0.1										
101.345 PS Bldg	20	6	0.11										
101.793 City Hall	51	12	0.09										
101.794 Comm Promo	30		0.04		12								
661.795 City Garage	7		4.08		2			6					
101.796 City Cem	1												
202.463 Maint. Major	17		0.06										
202.474 Traffic-Major	4		0.01		2	4							
202.478 Snow/Ice-Maj		10	0.01							10		28.5	
202.482 Major-Admin	1		0.45										
203.463 Maint-Local	18		0.09										
203.474 Traffic-Local	1		0.01										
203.478 Snow/Ice-Local	12	10	0.01		1			6		19		16	
203.482 Local-Admin			0.63										
226.528 Waste Collect	4		0.07										
226.530 Woodchipping			0.07										
590.540 Water System	70		1.22										
590.542 Water-Read/Bill	22.25		0.03										
591.536 Sewer System	13		1.03										
591.537 Sewer Lift Stat	3.5		0.09										
226.782 Winshall Pk Gbg	1		0.03										
226.783 Elms Pk Gbg	17												
591.542 Sewer Read/Bill	22.25		0.03										
<b>Total</b>	<b>361</b>	<b>48</b>	<b>9</b>	<b>0</b>	<b>5</b>	<b>16</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>29</b>	<b>0</b>	<b>44.5</b>	<b>0</b>



January 2020	MILES DRIVEN		GALLONS GAS PURCHASED		GALLONS DIESEL PURCHASED
#5-16 2WD gas	188.0		24.0		
#7-15 4WD gas	360.0		53.6		
#3-08 P/U 4WD gas	363.0		53.0		
#10-18 P/U diesel	454.0				34.6
#2-08 P/U 4WD gas	179.0		18.0		
#6-00 BACKHOE diesel					21.0
#11 DUMP gas	130.0				11.5
#12-02 DUMP diesel	232.0				85.0
#12-04 DUMP diesel	385.0				139.0
#12-99 GENERATOR gas					
#17 CASE BACKHOE diesel					29.0
#19 JD TRACTOR diesel					
#06-99 BUCKET TRUCK gas	8.0		13.0		
#21 WOOD CHIPPER diesel					
#807 STREET SWEEPER diesel					
#42 ASPHALT HEATER diesel					7.0
#37 TRAIL ARROW					
#10-15 GEN gas					
#5-18 KUBOTA (Hours)			2.6		
gas can			10.0		
<b>TOTAL</b>	<b>2299.0</b>		<b>174.2</b>		<b>327.1</b>

# City of Swartz Creek

## Building Permit List

2019

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
<b>Building</b>							
PB1900074	01/14/20	Wolgast Corporation-Grand Raj	(616) 949 6868	58-03-200-006	\$1,843,270	\$6,465.00	5300 OAKVIEW DR 48473 School Project
PB1900075	01/14/20	Wolgast Corporation-Grand Raj	(616) 949 6868	58-03-200-006	\$158,840	\$1,403.00	5300 OAKVIEW DR 48473 School Project
PB2000001	01/13/20	Foundation Systems of Michiga	(734) 838 3895	58-02-503-007	\$7,438	\$195.00	5228 DON SHENK DR 48473-Res Add/Alter/Repair
PB2000002	01/08/20	RBF Construction Inc	(810) 938 8498	58-03-200-003	\$21,000	\$323.00	9061 MILLER RD 48473 Com Add/Alter/Repair
PB2000003	01/21/20	Lockhart Roofing Co.	(810) 235 9866	58-03-531-172	\$0	\$100.00	5186 SEYMOUR RD 48473-Roofing
PB2000004	01/23/20	L. Zellar & Sons Excavating, In	(810) 732 5276	58-02-526-058	\$0	\$185.00	5016 MC LAIN ST 48473-Demolish Structure
<b>Total:</b>		<b>6 Permits</b>	<b>Value: \$2,030,548</b>		<b>Fee Total: \$8,671.00</b>		Total Number of Dwelling Units 0

<b>Electrical</b>							
PE1900070	01/08/20	Coates Quality Electric	(313) 587 8316	58-31-527-009	\$0	\$334.00	6165 MILLER RD 48473-Electrical
PE2000001	01/08/20	Deisler Electric, Inc.	(989) 288 6993	58-36-751-001	\$0	\$276.00	4165 MORRISH RD 48473 Electrical
PE2000002	01/10/20	Advance Contracting & Electric	(810) 630 6334	58-03-200-003	\$0	\$220.00	9061 MILLER RD 48473 Electrical
PE2000003	01/21/20	LJ Electric LLC	(810) 644 7769	58-35-776-073	\$0	\$140.00	73 ASHLEY CIR 48473-Electrical
PE2000004	01/28/20	Holland Heating & Cooling Inc	(810) 653 4328	58-36-651-059	\$0	\$136.00	7508 ELIZABETH CT 48473-Electrical
PE2000005	01/30/20	Calvary electric	(810) 336 0900	58-01-100-023	\$0	\$140.00	5067 MORRISH RD 48473-Electrical
<b>Total:</b>		<b>6 Permits</b>	<b>Value: \$0</b>		<b>Fee Total: \$1,246.00</b>		Total Number of Dwelling Units 0

<b>Mechanical</b>							
PM190097	01/02/20	Goyette Mechanical	(810) 742 8530	58-30-300-001	\$0	\$1,167.50	3259 ELMS RD 48473-Mechanical
PM200002	01/06/20	Goyette Mechanical	(810) 742 8530	58-02-503-009	\$0	\$9,177.00	5214 DON SHENK DR 48473-Mechanical
PM200003	01/06/20	Goyette Mechanical	(810) 742 8530	58-03-200-015	\$0	\$160.00	9189 MILLER RD 48473-Mechanical

# City of Swartz Creek Building Permit List 2019

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
PM200004	01/14/20	SIG Heating & Cooling	(810) 820 4604	58-03-534-046	\$0 \$135.00	9224 JILL MARIE LN	48473-Mechanical
PM200005	01/28/20	Richard Holland	(810) 653 4328	58-36-651-059	\$0 \$135.00	7508 ELIZABETH CT	48473-Mechanical
<b>Total:</b>		<b>5 Permits</b>	<b>Value: \$0</b>		<b>Fee Total: \$10,774.50</b>	Total Number of Dwelling Units 0	

**Right of Way**

PROW-0159	01/03/20	CONSUMERS ENERGY		58-02-501-047	\$0 \$100.00	5120 WINSTON DR	48473-Right of way
<b>Total:</b>		<b>1 Permits</b>	<b>Value: \$0</b>		<b>Fee Total: \$100.00</b>	Total Number of Dwelling Units 0	

**Zoning**

PZ20-0001	01/14/20	AIS Installation	(586) 274 9100	58-02-503-090	\$0 \$25.00	5139 WINSHALL DR	48473-Fence
<b>Total:</b>		<b>1 Permits</b>	<b>Value: \$0</b>		<b>Fee Total: \$25.00</b>	Total Number of Dwelling Units 0	

**Permit Total: 19                      Value: \$2,030,548                      Fee Total: \$20,816.50**

Permit.DateIssued Between 1/1/2020 12:00:00 AM AND 1/31/2020 11:59:59 PM

# Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
3259 ELMS RD	58-30-300-001	Floor	01/02/2020	01/02/2020	Approved
3259 ELMS RD	58-30-300-001	Floor	01/02/2020	01/02/2020	Approved
5019 HAYES ST	58-02-529-006	Status	01/06/2020	01/06/2020	No Change
5387 MILLER RD	58-32-100-006	Status	01/06/2020	01/06/2020	Not Complied
5167 BIRCHCREST DR	58-03-531-083	Status	01/06/2020	01/07/2020	No Change
4413 MORRISH RD	58-36-300-025	Final	01/06/2020	01/06/2020	Approved
4064 ELMS RD	58-36-526-071	Final Zoning	01/07/2020	01/07/2020	Approved
4373 SEYMOUR RD	58-35-300-006	Citation	01/07/2020	01/07/2020	Violation(s)
4369 ROUNDHOUSE RD	58-36-300-029	Initial	01/07/2020	01/07/2020	Complied
8406 MILLER RD	58-35-551-002	Final Zoning	01/08/2020	01/08/2020	Approved
9061 MILLER RD	58-03-200-003	Progress	01/08/2020	01/08/2020	Approved
9223 HILL RD	58-03-577-002	Initial	01/08/2020	01/08/2020	Violation(s)
8228 MILLER RD	58-35-400-007	Service & Final	01/13/2020	01/13/2020	Approved
3259 ELMS RD	58-30-300-001	Framing	01/14/2020	01/14/2020	Approved
5300 OAKVIEW DR	58-03-200-006	Footing & Re-bar	01/15/2020	01/15/2020	Approved
8228 MILLER RD	58-35-400-007	Final	01/15/2020	01/15/2020	Approved
6144 MILLER RD	58-31-526-006	Final	01/16/2020	01/16/2020	Approved
6144 MILLER RD	58-31-526-006	Final	01/16/2020	01/16/2020	Approved
9259 JILL MARIE LN	58-03-534-015	Final	01/16/2020	01/16/2020	Approved
6413 BRISTOL RD	58-31-100-007	Final	01/20/2020	01/20/2020	Approved
9112 CHESTERFIELD DR	58-03-526-013	Final	01/20/2020	01/20/2020	Approved
3424 ELMS RD	58-25-576-015	Final	01/20/2020	01/20/2020	Approved
6005 MILLER RD	58-32-100-001	Progress	01/20/2020	01/20/2020	Not Ready
9159 CHESTERFIELD DR	58-03-527-001	Final	01/21/2020		
5167 BIRCHCREST DR	58-03-531-083	Status	01/21/2020	01/22/2020	Complied
8132 INGALLS ST	58-02-200-003	Initial	01/21/2020	01/21/2020	Complied
7455 WADE ST	58-01-502-097	Initial	01/21/2020	01/21/2020	Complied
4173 HICKORY LN	58-36-530-003	Progress	01/21/2020	01/21/2020	Approved
9041 MILLER RD	58-03-530-001	Final	01/21/2020	01/21/2020	Approved
4140 MORRISH RD	58-35-200-007	Progress	01/21/2020	01/21/2020	Partially Approv
9225 YOUNG DR	58-03-531-174	Final	01/21/2020	01/21/2020	Approved
5387 MILLER RD	58-32-100-006	Status	01/22/2020	01/22/2020	Violation(s)
9041 MILLER RD	58-03-530-001	Final Zoning	01/22/2020	01/22/2020	Approved
7442 GROVE ST	58-01-502-108	Reinspection	01/22/2020	01/22/2020	Complied
8475 MILLER RD	58-02-501-078	Initial	01/22/2020	01/22/2020	Violation(s)
9061 MILLER RD	58-03-200-003	Rough	01/22/2020		

# Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
3441 ELMS RD	58-30-551-006	Final	01/23/2020		
6192 MILLER RD	58-31-526-001	Final	01/23/2020		Canceled
5225 SEYMOUR RD	58-03-533-010	Final	01/23/2020		Canceled
5309 OAKVIEW DR	58-03-532-033	Final	01/23/2020		
5139 WINSHALL DR	58-02-503-090	Final Zoning	01/27/2020	01/27/2020	Approved
6165 MILLER RD	58-31-527-009	Final	01/27/2020		
5300 OAKVIEW DR	58-03-200-006	Footing	01/27/2020	01/27/2020	Approved
5029 WINSTON DR	58-02-501-082	Final	01/28/2020		
4141 MORRISH RD	58-36-100-001	Final	01/28/2020		
5016 MC LAIN ST	58-02-526-058	Backfill	01/28/2020	01/28/2020	Approved
5267 DON SHENK DR	58-02-503-073	Initial	01/28/2020	01/28/2020	Complied
9223 HILL RD	58-03-577-002	Reinspection	01/29/2020	01/29/2020	Complied
7566 MILLER RD	58-36-552-007	Initial	01/29/2020	01/29/2020	Locked Out
7566 MILLER RD	58-36-552-007	Initial	01/29/2020	01/29/2020	Violation(s)
73 ASHLEY CIR	58-35-776-073	Service	01/30/2020		
5067 MORRISH RD	58-01-100-023	Service	01/30/2020	01/30/2020	Approved

**Inspections: 52**

Population: All Records

Inspection.DateTimeScheduled Between 1/1/2020 12:00:00 AM AND 1/31/2020 11:59:59 PM

# Certificates With Inspections

02/03/2020

Certificate Number	Address	Date Applied	Since	Issued	Last Inspection	Expires	Status
CR200003	7557 MASON ST	01/03/2020	01/03/2020	01/03/2020		01/03/2022	Suspended
Initial	JKEY	Matt Hart	Scheduled				
CR200004	5048 MC LAIN ST	01/06/2020	01/06/2020	01/08/2020		01/08/2022	Suspended
Initial	JKEY	Matt Hart	Scheduled				
CR200005	8051 INGALLS ST	01/06/2020	01/06/2020	01/06/2020		01/06/2022	Suspended
Initial	JKEY	Matt Hart	Scheduled				
CR200010	8475 MILLER RD	01/09/2020	01/09/2020	01/09/2020	01/22/2020	01/09/2022	Suspended
Initial	JKEY	Matt Hart	Completed	Violation(s)			

Population: All Records

Record Count: 4

Certificate.DateIssued Between 1/1/2020 12:00:00 AM  
AND 1/31/2020 11:59:59 PM

CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
PARK AND RECREATION ADVISORY BOARD  
MINUTES OF REGULAR MEETING  
February 5, 2020

Meeting called to order at 5:37 p.m. by Chairperson Barclay in the city hall conference room.

Members Present: James Barclay, Rae Lynn Hicks, Jentery Farmer, Connie Olger, & Samantha Fountain

Members Absent: Trudy Plumb.

Staff Present: Adam Zettel & Andy Harris.

Others Present: Lania Rocha.

APPROVAL OF AGENDA: Motion by Farmer to approve agenda of February 5, 2020, support by Hicks. Motion carried by voice consent.

APPROVAL OF MINUTES: Motion by Fountain to approve minutes of January 8, 2020 support by Olger. Motion carried by voice consent.

MEETING OPEN TO THE PUBLIC: None.

COMMUNICATIONS TO THE BOARD:

- A. January 8, 2020 Minutes
- B. Staff Letter

REPORTS:

- A. DPW REPORT: Andy introduced himself. He indicated the crew was painting picnic tables and replacing five park grills. The Elms trail loop is planned for warm weather. Rocks at Abrams, by tennis courts, are likely going to Bristol Road.
- B. City Manager: Mary Crapo was noted by some as a potential park. This could become a topic of conversation in the future. The trail grant is going for another round.

BUSINESS:

- A. Disc Golf: A group of folks walked the site. The original plan should work for 18 holes. Adam, Andy, and others will walk the site to ascertain next steps, including bridges/culverts to cross the drain.
- B. Slip and Slide: The new date is July 25<sup>th</sup>, from noon to 3pm. Becca helped last year. Andy will learn the ropes. Robby Fitzpatrick is the FD contact.
- C. Abrams Skating Options: The DPW will consider filling the old volleyball court during appropriate weather to see if it can accommodate skating. The poles should come out.
- D. Board Member Vacancies: Non-city members were thought to be appropriate for attendees, but not participants. It is possible that some of the council member candidates may look to fill some vacancies.

MEETING OPEN TO THE PUBLIC: Lania Rocha thought soap donations may be good for the slip and slide.

BOARD MEMBER COMMENTS: None.

ADJOURNMENT: Meeting adjourned at 6:14 p.m.

NEXT MEETING: March 4, 5:30 p.m.

---

Connie Olger, Secretary



RECEIVED

JAN 27 2020

For \_\_\_\_\_

January 23, 2020

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

Re: Xfinity TV Updates

Dear City Clerk:

We are committed to keeping you and our customers informed about changes to Xfinity TV services.

We are committed to keeping you and our customers informed about Xfinity TV changes. In a letter dated October 15, 2019, we informed you that as of December 10, 2019, we would add Epix programming to certain packages and remove Starz programming from those packages. While we did add Epix to those packages, we delayed the removal of Starz programming. We will now be removing Starz from those packages as of February 11, 2020.

As part of our new agreement with Starz, the channel will be available to Xfinity customers separately from those packages at a reduced rate of \$8.99 per month and StarzEncore, StarzEncore Westerns, StarzEncore Black and StarzEncore Action will be included with that subscription to Starz.

In addition, we will be removing Movieplex programming on March 24, 2020.

Please feel free to contact me at 734-359-2077 if you have any questions.

Sincerely,

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



JEFFREY S. ARONOFF  
TEL (313) 496-7678  
FAX (313) 496-7500  
E-MAIL aronoff@millercanfield.com

Miller, Canfield, Paddock and Stone, P.L.C.  
150 West Jefferson, Suite 2500  
Detroit, Michigan 48226  
TEL (313) 963-6420  
FAX (313) 496-7500  
www.millercanfield.com

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NEW YORK: New York

CANADA: Windsor  
CHINA: Shanghai  
MEXICO: Monterrey  
POLAND: Gdynia  
Warsaw • Wrocław

January 17, 2018

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

Re: *City of Swartz Creek – 2018 Bonds for Water System Improvements (USDA)*

Dear Adam:

We appreciate the opportunity to serve the City Swartz Creek (the “City”) as bond counsel in connection with the City’s water system improvements to be financed through the USDA. office of Rural Development loan program. We value highly our relationship with the City and you may be assured of our prompt and complete attention to this financing. It is our practice when beginning work on a new matter to send an engagement letter like this which sets forth the scope of our services as bond counsel, our conflict of interest policy, and the nature of our compensation.

### ***Bond Counsel’s Role***

The role of bond counsel was created a century ago in response to requests from prospective purchasers of municipal bonds for an independent opinion about the legality and validity of bonds issued by local governments. Over the years, bond counsel’s role has expanded to include advising issuers on the means available to finance public improvements and passing upon the tax status of interest paid to bondholders, to cite two examples. These days bond counsel prepares most of the documentation related to a bond financing and leads the bond issuer through the process of issuing bonds.

In performing our services as bond counsel, our client is the City and we will represent its interests. However, our representation of the City does not alter our responsibility to render an objective opinion as bond counsel. Upon delivery of the opinion our responsibilities as bond counsel will be concluded with respect to the Bonds.

***Scope of Bond Counsel Services – What We Will Do***

Bond counsel is engaged as a recognized expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of the Bonds. Our approving legal opinion with respect to the Bonds will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price, and will be based upon facts and law existing as of its date. In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking independent verification of the information contained in the proceedings and certifications.

Our services will consist of preparation or review of the resolutions, notices, ordinances, certificates, closing documents and related material necessary to authorize, issue and deliver the Bonds. These services are separate from those provided by the City's attorney. The City's attorney will be reviewing all of the Rural Development paperwork, the engineering and construction contracts, working up all of the property/title work and in general advising the City with respect to the project itself. Miller Canfield's work focuses on the bond issue exclusively.

Our professional responsibilities as attorneys in this matter will be limited to interpretations of law and other legal issues and the drafting of legal documents. We are not registered municipal advisors under the federal Dodd-Frank Act and therefore we will not assume the responsibilities of a municipal finance advisor or the professional responsibilities of any other advisor with respect to non-legal matters.

***Additional Services***

We believe that the above services encompass the normal scope of bond counsel activities. Our services as bond counsel do not include activities outside of the scope of activities described above. Review of construction contracts, land acquisition, or representation of the City in litigation or administrative proceedings that might arise in connection with the Bonds are beyond the scope of our role as bond counsel. In the event that serious matters or matters outside the norm arise in these areas, we would provide you at that time with a fee quote for such additional services.

Our engagement does not include any obligation to monitor compliance with the federal tax requirements found in the Internal Revenue Code of 1986 (the "Code") and applicable to tax-exempt bonds, including the rebate requirements of Code Section 148(f) as described in an exhibit attached to the Nonarbitrage and Tax Compliance Certificate that the City will execute in connection with the issuance of the Bonds, if issued on a tax-exempt basis. Our engagement as bond counsel also does not include representation of the City in

connection with any audit or examination of the Bonds by the Internal Revenue Service. However, we are available to assist with rebate calculations or any audit or examination as a separate engagement.

***Conflict of Interest Policy***

Our firm is one of the largest in Michigan. In addition to having the largest public finance practice in the State, our attorneys represent a great many clients and our practice is in many different legal areas. At one time or another our firm has represented nearly every large and many smaller commercial and investment banks and other bond purchasers that do business in Michigan.

We are not representing and do not intend to represent any other party in this financing. We do not believe that our representation in unrelated matters of the various other parties both in and out of the municipal area will affect our ability to serve the City as bond counsel.

Because we are a large firm with many clients we are asked occasionally to represent a client in a matter adverse to the City. We, of course, would decline to represent any client in a matter involving the City that would conflict with our services to the City as bond counsel for the above issue. Moreover, before we would represent a client adverse to the City in any area not involving the bond issue, we would advise the City before undertaking such representation.

***Estimate of Bond Counsel Fee***

Our fees are determined based on the size and structure of a bond issue, which haven't been determined in this case. We do, however, understand that the City currently estimates a project cost of \$4,488,000, with up to a 45% grant allowance from USDA. Using these assumptions as an example, assuming a revenue bond issue of approximately \$2.5 million, our fee would be \$22,500. Once the size and structure are determined, we can quote a final fee. In addition, we will expect to be reimbursed for all out-of-pocket expenses, including travel costs, document production, deliveries, long distance telephone charges, filing fees, and other necessary office disbursements. We estimate that such out-of-pocket expenses will be approximately \$500-\$750 for a Rural Development bond issue.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Adam Zettel, AICP

-4-

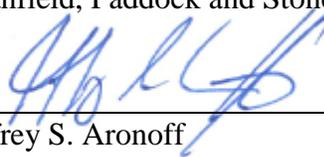
January 17, 2018

We appreciate this opportunity to be of service to the City and look forward to working with you. If you have any questions about this letter or our services as bond counsel, please give me a call.

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.C.

By: \_\_\_\_\_

  
Jeffrey S. Aronoff

Cc: Patrick F. McGow, Esq.

30581469.1\088888-02679

September 11, 2019

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

Dear Mr. Zettel:

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

### **Scope of Services**

We will audit the City's federal awards as of and for the year ended June 30, 2020.

In connection with our federal awards audit engagement, we will assist you in drafting your schedule of expenditures of federal awards and data collection form. This assistance is considered a non-audit service; you agree to the contemporaneous provision of these audit and non-audit services.

If you determine that you need additional services, including accounting, consulting, or tax assistance, PM can be available to provide such additional services if and to the extent provided for in a separate, signed engagement agreement.

### **Timing of Services**

We expect to begin fieldwork for this engagement at your offices on August 17, 2020. We anticipate that our on-site audit work will end on approximately August 28, 2020 and that our report will be issued by November 30, 2020.

### **Fees and Payment Terms**

Our fee for this engagement will be based on the value of the services provided, which is primarily a function of the time that PM staff expend at our current hourly rates. We estimate that our fee for this engagement will not exceed \$5,500, plus all reasonable and necessary travel and out-of-pocket costs incurred.

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

Thank you for the opportunity to serve you.

Very truly yours,

**Plante & Moran, PLLC**



Pamela L. Hill, CPA  
Partner

**Agreed and Accepted**

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

City of Swartz Creek

\_\_\_\_\_  
Adam Zettel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

This Professional Services Agreement is part of the engagement letter for audit services dated September 11, 2019 between Plante & Moran, PLLC (referred to herein as “PM”) and the City of Swartz Creek (referred to herein as “the City”).

- 1. Federal Awards** – The Schedule of Expenditures of Federal Awards (“Schedule”) of the City is to be presented in accordance with the provisions of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*.
- 2. Management Responsibilities** – City management is responsible for the preparation and fair presentation of this Schedule and the related Data Collection Form (the “Form”) in accordance with Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)* and the completeness and accuracy of the information presented and disclosed therein. Management is also responsible for the capability and integrity of City personnel responsible for the City’s underlying accounting and financial records.

City personnel will provide PM, in a timely and orderly manner, with access to all information of which management is aware that is relevant to the preparation and fair presentation of the Schedule and Form, such as records, documentation, and other matters and additional information that the auditor may request from management for the purpose of the audit.

This includes providing assistance and information PM requests during the course of its audit, including retrieval of records and preparation of schedules, analyses of accounts, and confirmations. A written request for information to be provided will be submitted under separate cover and supplemented by additional written and oral requests as necessary during the course of PM’s audit. In addition, the City will provide PM with all information in its possession that has a material impact on any material transaction and that information will be complete, truthful, and accurate. The City will allow PM unrestricted access to personnel within the City from whom PM determines it necessary to obtain audit evidence.

The City represents and warrants that any and all information that it transmits to PM will be done so in full compliance with all applicable federal, state, and foreign privacy and data protection laws, as well as all other applicable regulations and directives, as may be amended from time to time (collectively, “Data Privacy Laws”). The City shall not disclose personal data of data subjects who are entitled to certain rights and protections afforded by applicable federal, state, and foreign privacy and data protection laws (“Personal Data”) to PM without prior notification to PM. The City shall make reasonable efforts to limit the disclosure of Personal Data to PM to the minimum necessary to accomplish the intended purpose of the disclosure to PM.

Management is responsible for making all management decisions and performing all management functions relating to the Schedule and related notes and Form and for accepting full responsibility for such decisions, even if PM provides advice as to the application of accounting principles or assists in drafting the Schedule and related notes or Form. Management is also ultimately responsible for submission of the Form to the Federal Audit Clearinghouse. The City has designated Deanna Korth to oversee the federal awards reporting services PM provides. Management will be required to acknowledge in the management representation letter that it has reviewed and approved the Schedule and related notes prior to their issuance and have accepted responsibility for the adequacy of the Schedule.

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

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

- 3. Objective of Audit of Federal Awards** – The objective of a federal awards audit is the expression of an opinion on the City’s Schedule and compliance with requirements that could have a direct and material effect on major federal award programs. PM offers no guarantee, express or implied, that its opinion will be unqualified or that PM will be able to form an opinion about these federal awards in the event that the City’s internal controls or accounting

## **Professional Services Agreement – Audit Services**

and financial records prove to be unreliable or otherwise not auditable. If PM's opinion is to be other than unqualified, PM will discuss the reasons with City management in advance of the issuance of its report. If, for any reason, PM is prevented from completing its audit or is unable to form an opinion on the Schedule or the report on compliance, PM may terminate the engagement and decline to issue a report.

4. **Internal Controls** – The City is responsible for the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of the Schedule that is free from material misstatement, whether due to fraud or error, including controls established for the purpose of preventing or detecting errors in financial reporting, preventing fraud or misappropriation of assets, and identifying and complying with applicable laws and regulations, including those applicable to federal awards, and with the provisions of contracts and grant agreements. PM, in making its risk assessments, will consider internal control relevant to the City's preparation and fair presentation of the Schedule in order to design audit procedures that are appropriate in the circumstances. PM's audit will not be designed to provide assurance on the design or operating effectiveness of the City's internal controls or to identify all conditions that represent significant deficiencies in those internal controls. PM will communicate all significant deficiencies and material weaknesses in internal controls relevant to the audit of the Schedule, instances of fraud, misappropriation of assets, or material noncompliance that come to PM's attention.
5. **Audit Procedures and Limitations** – PM's audit of the federal awards will be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) *Government Auditing Standards*, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*, and will include examination, on a test basis, of evidence supporting the amounts and disclosures in the City's federal awards audit. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the Schedule. An audit in accordance with above referenced standards involves judgment about the number of transactions to be tested and the overall approach to testing in each area. As a result, PM's audit can only be designed to provide reasonable rather than absolute assurance that the Schedule is free from material misstatement and that no federal award noncompliance occurred which could have a direct and material effect on the federal awards program. In addition, an audit in accordance with the above referenced standards is not designed to detect errors, fraud or noncompliance that are immaterial to the federal awards. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected always exists, even in an audit properly planned and performed in accordance with the standards noted above. In recognition of these limitations, the City acknowledges that PM's audit cannot guarantee that all instances of error, fraud, or noncompliance will be identified.
6. **Government Auditing Standards** – Under *Government Auditing Standards*, PM will make some assessments of the City's compliance with laws, regulations, and contract provisions that have a direct and material effect on the federal awards programs. While those assessments will not be sufficient to identify all noncompliance with applicable laws, regulations, and contract provisions that could have a direct and material effect on the federal awards, PM will communicate all noncompliance conditions that come to PM's attention.

Management is responsible for corrective action on all audit findings, including preparation of a schedule of prior audit findings and corrective action plans, if necessary.

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

7. **Auditor Communications** – PM is obligated to communicate certain matters related to the audit to those responsible for governance of the City, including instances of error or fraud and significant deficiencies and material weaknesses in internal control that PM identifies during its audit. PM will communicate these matters to the members of the City's governing board, and the City acknowledges and agrees that communication in this manner is sufficient for the City's purposes.

Under *Government Auditing Standards* PM is obligated to communicate instances of fraud, noncompliance or abuse that is material to the federal awards to those responsible for governance of the City. In certain situations, *Government Auditing Standards* require disclosure of instances of known or likely fraud, noncompliance, or abuse directly to applicable governmental agencies. If such acts are detected during PM's audit, PM will make required disclosures regarding these acts to applicable government agencies.

8. **Accounting and Financial Records** – The City agrees that it is responsible for providing PM with accounting and financial records that are closed, complete, accurate, and in conformity with the requirements of GAAP, for providing schedules and analyses of accounts that PM requests, and for making all City financial records and related information available to PM for purposes of PM's audit. Where PM has provided estimates of the timing of its work, completion of PM's engagement and issuance of PM's report, those estimates are dependent on the City

## **Professional Services Agreement – Audit Services**

providing PM with all such accounting and financial records, schedules, and analyses on the date PM's work commences. PM will assess the condition of the City's accounting and financial records, schedules, and analyses of accounts prior to commencing its work. In the event that such records, schedules, and analyses are not closed, complete, accurate, or in conformity with GAAP, PM may reschedule its work, including the dates on which PM expects to complete its on-site procedures and issue its report.

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

**9. Audit Adjustments** – PM will recommend any adjustments to the City's accounting records that PM believes are appropriate. City management is responsible for adjusting City accounting records and federal awards to correct material misstatements and for affirming to PM in writing that the effects of any unrecorded adjustments identified during PM's audit are immaterial, both individually and in the aggregate, to the City Schedule.

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

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

**11. Use of Report** – This report is intended solely for the information and use of management, the governing body, others within the entity, regulatory body(ies), federal awarding agencies, and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties. The City agrees not to reproduce or associate PM's audit report with any other report or financial statements, or portions thereof, that are not the subject of this engagement.

**12. Securities Offerings** – PM's audit does not contemplate, and does not include, any services in connection with any offering of securities, whether registered or exempt from registration. In the event the City elects to incorporate or make reference to PM's report in connection with any offering of debt or equity securities and requests PM's consent to such incorporation or reference, the City understands that additional procedures will need to be performed. In the event PM agrees in writing to perform such additional procedures, the nature and extent of which will be at PM's sole discretion, it is agreed and acknowledged that PM's performance of such additional procedures will be subject to all of the terms and conditions of this agreement. Additional fees for such work will be determined based on the actual time that PM staff expend at currently hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and that payment for all such additional fees will be made in accordance with the payment terms provided in this agreement.

If the City incorporates or makes reference to PM's report in connection with any offering of debt or equity securities without obtaining consent from PM as described above, the City agrees to include the following provision in the offering document:

Plante & Moran, PLLC, our independent auditor, has not performed or been engaged to perform any services in connection with the offering of securities. Nor has Plante & Moran, PLLC performed or been engaged to

## **Professional Services Agreement – Audit Services**

perform any procedures on the financial statements of the City since the date of the Plante & Moran, PLLC report included herein. Plante & Moran, PLLC also has not performed any procedures relating to this offering document.

- 13. Tax Return Preparation** – This engagement does not include preparation of any tax returns or filings. If the City requires tax services, including tax consulting or preparation of tax returns, those services will be detailed in a separate engagement letter.
- 14. Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of the City, including, but not limited to, information regarding general ledger balances, financial transactions, trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to the City. PM will comply with all applicable ethical standards, laws, and regulations as to the retention, protection, use and distribution of such confidential client information. Except to the extent set forth herein, PM will not disclose such information to any third party without the prior written consent of the City.

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

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

Both the City and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Further, in compliance with Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*, PM's working papers will be made available to federal awarding agencies at PM offices during normal business hours during the audit and for a period of three years after the issuance of the report. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this agreement. In the event that a request for any confidential information or workpapers covered by this agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform the City in a timely manner of such request and to cooperate with the City should it attempt, at the City's cost, to limit such access. This provision will survive the termination of this agreement. PM's efforts in complying with such requests will be deemed billable to the City as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

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

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

- 15. Consent to Disclosures to Service Providers** – In some circumstances, PM may use third-party service providers to assist with its services. In those circumstances, PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for the City. In order to enable these service providers to assist PM in this capacity, the City, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of the City's information to such service providers to the extent such information is relevant to the services such third-party service providers may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this agreement. The City's consent shall be continuing until the services provided for this engagement agreement are completed.
- 16. Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees, or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on information provided by the City regarding the nature and condition of its accounting, financial, and tax records; the nature and character of transactions reflected in those records; and

## **Professional Services Agreement – Audit Services**

the design and operating effectiveness of its internal controls. The City acknowledges that the following circumstances may result in an increase in fees:

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

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

- 17. Payment Terms** – PM's invoices for professional services are due upon receipt unless otherwise specified in the engagement letter. In the event any of PM's invoices are not paid in accordance with the terms of this agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's audit work or issuance of PM's audit report upon resumption of PM's work. The City agrees that in the event PM stops work or terminates this Agreement as a result of the City's failure to pay fees on a timely basis for services rendered by PM as provided in this Agreement, or if PM terminates this Agreement for any other reason, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.
- 18. Fee Adjustments** – Any fee adjustments for reasons described elsewhere in this agreement will be determined based on the actual time expended by PM staff at PM's currently hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and included as an adjustment to PM's invoices related to this engagement. The City acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this agreement.
- 19. Exclusion of Certain Damages** – In no event shall either party be liable to the other, whether a claim be in tort, contract, or otherwise, for any indirect, consequential, punitive, exemplary, lost profits, or similar damages in claims relating to PM's services provided under this engagement.
- 20. Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving the City but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, the City agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
- 21. Subsequent Discovery of Facts** – After the date of PM's report on the federal awards, PM has no obligation to make any further or continuing inquiry or perform any other auditing procedures with respect to the subject matter covered by PM's reports, unless new information that may affect the reports comes to PM's attention. If PM becomes aware of information that relates to these federal awards but was not known to PM at the date of its report, and that is of such a nature and from such a source that PM would have investigated it had it come to PM's attention during the course of the audit, PM will, as soon as practicable, undertake to determine whether the information is reliable and whether the facts existed at the date of PM's report. In this connection, PM will discuss the matter with the City and request cooperation in whatever investigation and modification of the Schedule or audit report that may be necessary. Additional fees for such work will be determined based on the actual time that PM staff expend at its currently hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and the City acknowledges and agrees that payment for all such additional fees will be made in accordance with the payment terms provided in this agreement.
- 22. Termination of Engagement** – This agreement may be terminated by either party upon written notice. Upon notification of termination, PM's services will cease and PM's engagement will be deemed to have been completed.

**Professional Services Agreement – Audit Services**

The City will be obligated to compensate PM for all time expended and to reimburse PM for all out-of-pocket expenditures through the date of termination of this engagement.

- 23. Entire Agreement** – This engagement agreement is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this agreement, signed by all of the parties.
- 24. Severability** – If any provision of this engagement agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
- 25. Force Majeure** – Neither party shall be deemed to be in breach of this engagement agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war or other violence, or epidemic (each individually a “Force Majeure Event”). A Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
- 26. Signatures** – Any electronic signature transmitted through DocuSign or manual signature on this engagement letter transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.
- 27. Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and jurisdiction over any action to enforce this agreement, or any dispute arising from or relating to this agreement shall reside exclusively within the State of Michigan.

**End of Agreement – Audit Services**



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Associated Offices in Principal Cities of the United States  
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**System Review Report**

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

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

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

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

*Postlethwaite & Netterville*

Baton Rouge, Louisiana  
November 18, 2016

8550 United Plaza Blvd., Suite 1001 • Baton Rouge, LA 70809 • Tel: 225.922.4600 • Fax: 225.922.4611

**CITY OF SWARTZ CREEK**

**ORDINANCE NO. \_\_\_\_\_**

In order to protect the City of Swartz Creek from extraordinary costs associated with emergency responses and the expenses for prosecution of offenses by or on behalf of the City of Swartz Creek by authorizing the imposition of this ordinance amending Part II of the Code of Ordinances by adding Chapter 22.

**THE CITY OF SWARTZ CREEK ORDAINS:**

Amendment of Part II of the Code of Ordinances of the City of Swartz Creek by adding Chapter 22 as follows:

Chapter 22 – Recovery of Public Safety and Emergency Response Costs

**Sec. 22-1. Definitions**

For the purpose of this Ordinance, the following words, terms or phrases shall have the meanings as contained in this section, except where the context clearly indicates a different meaning:

**Assessable Costs.** Those costs for services incurred by the City in connection with a response to a public safety or fire emergency incident, including, but not limited to, the actual labor and material costs of the City (including, without limitation, employee wages, fringe benefits, administrative overhead, costs of equipment, costs of equipment operation, cost of materials, costs of transportation, costs of material disposal and costs of contracted labor), whether or not the services are provided by the City or by a third party on behalf of the City; service charges and interest; and attorney’s fees, litigation costs, charges, fines or penalties to the City imposed by any court or state or federal governmental entities, except that the City shall not be fully reimbursed more than once for any expense incurred by the City.

**Cost Recovery Schedule.** The City shall from time to time adopt resolutions that set forth a schedule of the costs incurred in responding to a public safety or fire emergency incident. The City presumes that the costs listed in this schedule are the true costs incurred by the City in responding to a public safety or fire emergency incident. This schedule shall be available to the public from either the City Clerk, police department, or Fire Authority.

**Emergency Services.** Emergency medical, public safety, police, fire and civil services.

**Emergency Service Fee.** This shall mean the cost incurred by the City because of providing emergency services including police, fire, or other support services to a person within the City including but not limited to the following:

1. Officer expenses incurred by the involved police departments or fire authorities the City is a part of or responsible to for monetary contributions, other public officials, or bodies, third parties engaged by the City in responding to the incident. Costs and expenses shall include cost of equipment, operations, personnel, materials used and other expenses including without limitation employee wages, fringe benefits, administrative overhead, costs of equipment including depreciation.
2. Other costs and expenses incurred by the City in providing the emergency service or attempting to collect a fee including legal and engineering fees, litigation costs and expenses, supplies used directly or indirectly in the incident.
3. Costs incurred in accounting for emergency services including billing and collection costs.
4. Costs associated with deployment, including costs associated with dispatch and return of emergency resources.

**Excessive Requests for Emergency Assistance.** Any request for emergency assistance made to a particular location or premises if such location or premises have requested emergency assistance more than three (3) times in the preceding thirty (30) days.

**False Alarms.** Any request for emergency assistance made when the person making the request knows there is no actual need for emergency assistance. Such request may be in any form and includes a request by telephone or any other method, including the activation of any automated or manual device designed to request or summon emergency assistance. The most senior person responding to a false alarm shall make the determination that there was no actual need for emergency assistance. Any person or premises that cause more than four (4) requests per quarter year for emergency services deemed false alarms shall be financially responsible pursuant to this ordinance.

**Illegal Fire.** A fire set or determined to be set in violation of a federal, state or local law and shall include an arson fire and a fire set in violation of a “no-burning” ban, order, or ordinance. An illegal fire does not include an unintentional fire or a fire caused by an act of God, i.e., lightning storm.

**Non Resident.** Means a person or entity that does not have a primary residence in the City of Swartz Creek, own real property in the City of Swartz Creek, or have a principal office or place of business within the City.

**Public Safety or Fire Emergency Incident.** One or more of the following: (i) excessive requests for emergency assistance, (ii) a false alarm, (iii) a hazardous

material incident or emergency, (iv) an illegal fire, (v) bomb threats, (vi) threats of harm to oneself or others, or (vii) a structure demolition, (viii) utility line failure or damage, or (ix) any extraordinary event requiring emergency assistance.

**Responsible Party.** A responsible party is an individual, firm, corporation, association, partnership, commercial entity, consortium, joint venture, government entity, or any legal entity that is responsible for a public safety or fire emergency incident or any owner, tenant, occupant, or party in control of real and personal property from which, onto which, or related to which there is a public safety or fire emergency incident and their heirs, estates, successors and assigns.

**Utility Line Failure or Damage.** The disabling of any transmission or service line, cable, conduit, pipeline, wire or the like used to provide, collect or transport electricity, natural gas, communication or electronic signals (including, but not limited to, telephone, computer, cable television and stereo signals or electronic impulses) if the owner or party responsible for the maintenance of such utility line does not respond within one (1) hour to a request to correct or repair such failure.

## **Sec. 22-2. Liability for Emergency Service Fees**

Emergency Service Fees shall be accessed against any responsible party or parties when the City has deployed any emergency resources under the following circumstances:

- a. Emergency Services provided for any accident, or fire involving, or related to any motor vehicle, trailer, aircraft, boat, snow mobile, watercraft, or other vehicles owned or operated by a non-resident of the City.
- b. Emergency response to any fire which could be set with a permit, but party responsible for the fire failed to obtain a permit prior to setting the fire.
- c. Emergency response to any fire which could be set with a permit, but which becomes uncontrolled regardless of whether obtaining a permit.
- d. Emergency response provided to any non-resident of the City within the areas of the City opened to the public, such as parks, roads, highways and places of business.
- e. Emergency response to an illegal fire under federal, state or local law. Charges under this sub-section are payable by the responsible party causing in whole, or in part, or responsible in whole, or in part for such illegal fire.
- f. Emergency response to an activity, event, or incident in violation of federal, state, or local laws involving the illegal use of fireworks, or malicious destruction of property.

g. Emergency response to an activity, event, or incident involving threats of harm to oneself, or another, or another's property which if carried out, would be a violation of federal, state, or local law.

h. Utility line failure or damage involving disabling of any transmission or service line, cable, conduit, pipeline, wire, or the like used to provide, collect, or transport electricity, natural gas, water, sewer, communication, or electronic signals (including but not limited to telephone, computer, cable, television, or other electronic impulses, if the owner, or party responsible for the maintenance of such utility line does not respond, employing personnel to the scene within one hour of a request to repair, or correct such failure.)

i. Any emergency service response to a particular location considered an excessive request for emergency assistance. Particular location shall mean the entire area of land occupied by a business, including structures, parking areas and other improved areas utilized, or otherwise legally owned. In a case of a single family home, or condominium it shall mean the dwelling unit, any accessory structure, such as sheds or garages and any other property in which an ownership interest exists. In the case of an apartment complex, particular location shall refer to all areas of the apartment complex for owners, and the dwelling unit rented and common areas occupied without special permission in the case of renters.

### **Sec. 22-3. Cost Recovery Authorization, Procedure, and Appeal**

The City may recover all assessable costs in connection with a public safety or fire emergency services incident from any or all responsible parties jointly and severally.

a. The City Manager or designee shall determine the total assessable costs in consultation with other personnel involved in responding to a public safety or fire emergency incident, and determine whether to assess any, all or part of such costs against any of the responsible parties. In making such determination, the following may be considered:

1. The total assessable costs;
2. The risk the public safety or fire emergency incident imposed on the City, its residents and their property;
3. Whether there was any injury or damage to person or property;
4. Whether the public safety or fire emergency required evacuation;
5. Whether the public safety or fire emergency incident required an unusual or extraordinary use of City personnel and equipment; and
6. Whether there was any damage to the environment.

b. In order to determine the assessable costs against a party, the City Manager or designee shall rely on reports of the actual expenses incurred from the City personnel involved in responding to the incident and the amounts as set forth in the cost recovery schedule.

d. The City Manager or designee may allocate assessable costs among and between responsible parties, including allocating all or some of such costs jointly and severally against more than one responsible party regardless of whether a responsible party has other legal liability therefore or is legally at fault.

d. If the City Manager or designee determines not to assess all or a part of assessable costs against a responsible party, such determination shall not in any way limit or extinguish the liability of the responsible party to other parties.

e. After determining to assess assessable costs against a responsible party, the City shall prepare and mail an itemized invoice to the responsible party at its last known address. The invoice shall demand full payment within thirty (30) days of billing. Amounts unpaid after thirty (30) days of the billing date will accrue a late charge, not to exceed the maximum rate permitted by law until said account shall be paid in full.

f. Any person deemed to be responsible for an emergency service fee may appeal that determination by filing a written statement of appeal to the City Manager setting forth the reasons for the appeal. The appeal shall be filed within twenty-one (21) days following the mailing of any invoice, or if not mailed, the date of delivery by other means. The appeal stays payment of the emergency service fee until a final determination by the City Manager. The party appealing may present information and evidence. The City Manager shall make a final determination on any appeal within fourteen (14) days of the filing of any appeal. The determination shall be in writing.

g. The City shall be entitled to pursue any other remedy, or may institute appropriate action or proceedings in a court of competent jurisdiction to collect successful costs from a responsible party. The recovery of accessible cost pursuant hereto does not limit the liability of a responsible party under applicable local, state or federal law to the City, or to any other person, or entity.

#### **Sec. 22-4. Assessable costs, lien upon property.**

Accessible costs when not paid, including late payment and interest shall constitute a lien upon real property that shall be payable and collectible in the same manner as real property taxes, including interest and penalties thereto as a cumulative remedy.

#### **Sec. 22-5. Severability.**

Should any word, phrase, sentence, or clause of this Ordinance be declared by a court of competent jurisdiction, to be invalid, or unenforceable, the same shall not effect the validly or enforceability of any other provision, or part.

**Sec. 22-6. Effective Date.**

This Ordinance shall become effective immediately upon adoption and publication due to the emergency nature of same.

This Ordinance shall take effect twenty (20) days following publication. At a regular meeting of the City Council of Swartz Creek held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ moved for adoption of the foregoing ordinance and \_\_\_\_\_ supported the motion.

Voting for:

Voting against:

The Mayor declared the ordinance adopted.

\_\_\_\_\_  
David Krueger  
Mayor

\_\_\_\_\_  
Connie Olger

**CERTIFICATION**

The foregoing is a true copy of Ordinance No. \_\_\_\_\_ which was enacted by the Swartz Creek City Council at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Connie Olger  
City Clerk



ARCHITECTS. ENGINEERS. PLANNERS.

City of Swartz Creek  
 USDA Water Main Improvement and Local Road Improvement  
 BID TABULATION SHEET  
 1/22/2020

BASE BID	LINE	DESCRIPTION	UNIT	QTY.	ENGINEER'S ESTIMATE		Glaiser Dawes Corp		Rohde Bros Excavating Inc		Diponio Contracting		Zito Construction		Dunigan Bros Inc		
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
	<b>Category 1 - Local Street</b>																
	1	Mobilization, Max 10%	LSUM	1.00	\$ 213,000.00	\$ 213,000.00	\$ 58,553.00	\$ 58,553.00	\$ 220,000.00	\$ 220,000.00	\$ 108,000.00	\$ 108,000.00	\$ 200,000.00	\$ 200,000.00	\$ 120,000.00	\$ 120,000.00	
	2	Tree, Rem, 19 inch to 36 inch	Ea	20.00	\$ 600.00	\$ 12,000.00	\$ 550.00	\$ 11,000.00	\$ 1,000.00	\$ 20,000.00	\$ 945.00	\$ 18,900.00	\$ 900.00	\$ 18,000.00	\$ 1,080.00	\$ 21,600.00	
	3	Tree, Rem, 37 inch or Larger	Ea	3.00	\$ 400.00	\$ 1,200.00	\$ 1,550.00	\$ 4,650.00	\$ 1,650.00	\$ 4,950.00	\$ 1,565.00	\$ 4,695.00	\$ 1,600.00	\$ 4,800.00	\$ 1,790.00	\$ 5,370.00	
	4	Tree, Rem, 6 inch to 18 inch	Ea	22.00	\$ 200.00	\$ 4,400.00	\$ 200.00	\$ 4,400.00	\$ 300.00	\$ 6,600.00	\$ 275.00	\$ 6,050.00	\$ 250.00	\$ 5,500.00	\$ 313.50	\$ 6,897.00	
	5	Dr Structure, Rem	Ea	33.00	\$ 350.00	\$ 11,550.00	\$ 300.00	\$ 9,900.00	\$ 400.00	\$ 13,200.00	\$ 500.00	\$ 16,500.00	\$ 300.00	\$ 9,900.00	\$ 348.50	\$ 11,500.50	
	6	Sewer, Rem, Less than 24 inch	Fl	895.00	\$ 10.00	\$ 8,950.00	\$ 24.45	\$ 21,882.75	\$ 15.00	\$ 13,425.00	\$ 30.00	\$ 26,850.00	\$ 20.00	\$ 17,900.00	\$ 13.80	\$ 12,351.00	
	7	Repair Existing Sewer Service	Fl	1,000.00	\$ 30.00	\$ 30,000.00	\$ 84.50	\$ 84,500.00	\$ 50.00	\$ 50,000.00	\$ 100.00	\$ 100,000.00	\$ 10.00	\$ 10,000.00	\$ 34.90	\$ 34,900.00	
	8	Storm Sewer Repair, 18 inch	Fl	500.00	\$ 120.00	\$ 60,000.00	\$ 66.65	\$ 33,325.00	\$ 60.00	\$ 30,000.00	\$ 90.00	\$ 45,000.00	\$ 30.00	\$ 15,000.00	\$ 91.80	\$ 45,900.00	
	9	Storm Sewer Repair, 21 inch	Fl	500.00	\$ 130.00	\$ 65,000.00	\$ 74.20	\$ 37,100.00	\$ 70.00	\$ 35,000.00	\$ 100.00	\$ 50,000.00	\$ 36.00	\$ 18,000.00	\$ 103.00	\$ 51,500.00	
	10	Storm Sewer Repair, 24 inch	Fl	500.00	\$ 140.00	\$ 70,000.00	\$ 84.55	\$ 42,275.00	\$ 80.00	\$ 40,000.00	\$ 105.00	\$ 52,500.00	\$ 45.00	\$ 22,500.00	\$ 114.00	\$ 57,000.00	
	11	Storm Sewer Repair, 30 inch	Fl	525.00	\$ 150.00	\$ 78,750.00	\$ 135.00	\$ 65,625.00	\$ 100.00	\$ 52,500.00	\$ 130.00	\$ 68,250.00	\$ 55.00	\$ 28,875.00	\$ 131.50	\$ 69,037.50	
	12	Exploratory Investigation, Vertical	Fl	40.00	\$ 35.00	\$ 1,400.00	\$ 105.00	\$ 4,200.00	\$ 50.00	\$ 2,000.00	\$ 200.00	\$ 8,000.00	\$ 100.00	\$ 4,000.00	\$ 45.00	\$ 1,800.00	
	13	Fant, Rem, Modified	Syd	16,450.00	\$ 5.00	\$ 82,250.00	\$ 5.20	\$ 85,540.00	\$ 7.00	\$ 115,150.00	\$ 12.00	\$ 197,400.00	\$ 7.50	\$ 123,375.00	\$ 7.20	\$ 118,440.00	
	14	Sidewalk, Rem, Modified	Syd	2,767.00	\$ 5.00	\$ 13,835.00	\$ 3.00	\$ 8,301.00	\$ 7.00	\$ 19,369.00	\$ 9.00	\$ 24,903.00	\$ 11.00	\$ 30,437.00	\$ 5.50	\$ 15,218.50	
	15	Machine Grading	Sia	55.00	\$ 1,500.00	\$ 82,500.00	\$ 1,500.00	\$ 82,500.00	\$ 3,400.00	\$ 187,000.00	\$ 3,750.00	\$ 206,250.00	\$ 3,100.00	\$ 170,500.00	\$ 3,270.00	\$ 179,850.00	
	16	Geogrid	Syd	500.00	\$ 5.00	\$ 2,500.00	\$ 2.70	\$ 1,350.00	\$ 4.00	\$ 2,000.00	\$ 5.00	\$ 2,500.00	\$ 4.00	\$ 2,000.00	\$ 2.00	\$ 1,000.00	
	17	Subgrade Undercutting, Type II, Modified	Cyd	750.00	\$ 38.00	\$ 28,500.00	\$ 66.95	\$ 50,212.50	\$ 55.00	\$ 41,250.00	\$ 50.00	\$ 37,500.00	\$ 50.00	\$ 37,500.00	\$ 63.70	\$ 47,775.00	
	18	Erosion Control, Inlet Protection, Fabric Drop	Ea	46.00	\$ 75.00	\$ 3,450.00	\$ 75.00	\$ 3,450.00	\$ 100.00	\$ 4,600.00	\$ 100.00	\$ 4,600.00	\$ 80.00	\$ 3,680.00	\$ 115.00	\$ 5,290.00	
	19	Project Cleanup	LSUM	1.00	\$ 3,000.00	\$ 3,000.00	\$ 19,312.00	\$ 19,312.00	\$ 20,000.00	\$ 20,000.00	\$ 18,999.73	\$ 18,999.73	\$ 5,000.00	\$ 5,000.00	\$ 65,000.00	\$ 65,000.00	
	20	Aggregate Base, Modified	Ton	8,567.00	\$ 30.00	\$ 257,010.00	\$ 31.19	\$ 267,204.73	\$ 22.00	\$ 188,474.00	\$ 37.00	\$ 316,979.00	\$ 33.00	\$ 282,711.00	\$ 38.30	\$ 328,116.10	
	21	Maintenance Gravel	Ton	300.00	\$ 15.00	\$ 4,500.00	\$ 30.00	\$ 9,000.00	\$ 22.00	\$ 6,600.00	\$ 30.00	\$ 9,000.00	\$ 36.00	\$ 10,800.00	\$ 39.60	\$ 11,880.00	
	22	Geotextile, Separator	Syd	17,624.00	\$ 2.50	\$ 44,060.00	\$ 1.93	\$ 34,014.32	\$ 2.00	\$ 35,248.00	\$ 1.29	\$ 22,734.96	\$ 1.50	\$ 26,436.00	\$ 1.30	\$ 22,911.20	
	23	Sewer, CI E, 12 inch, Tr Det B	Fl	1,444.00	\$ 60.00	\$ 86,640.00	\$ 48.45	\$ 69,981.80	\$ 60.00	\$ 86,640.00	\$ 70.00	\$ 101,080.00	\$ 42.00	\$ 60,648.00	\$ 104.50	\$ 150,898.00	
	24	Sewer, CI E, 15 inch, Tr Det B	Fl	114.00	\$ 75.00	\$ 8,550.00	\$ 52.55	\$ 5,990.70	\$ 65.00	\$ 7,410.00	\$ 85.00	\$ 9,690.00	\$ 46.00	\$ 5,244.00	\$ 108.00	\$ 12,312.00	
	25	Sewer, CI E, 18 inch, Tr Det B	Fl	84.00	\$ 90.00	\$ 7,560.00	\$ 58.25	\$ 4,893.00	\$ 70.00	\$ 5,880.00	\$ 105.00	\$ 8,820.00	\$ 60.00	\$ 5,040.00	\$ 112.50	\$ 9,450.00	
	26	Dr Structure Cover, Type B	Ea	9.00	\$ 500.00	\$ 4,500.00	\$ 600.00	\$ 5,400.00	\$ 600.00	\$ 5,400.00	\$ 450.00	\$ 4,050.00	\$ 550.00	\$ 4,950.00	\$ 774.50	\$ 6,970.50	
	27	Dr Structure Cover, Type K	Ea	38.00	\$ 500.00	\$ 19,000.00	\$ 780.00	\$ 29,640.00	\$ 800.00	\$ 30,400.00	\$ 620.00	\$ 23,560.00	\$ 690.00	\$ 26,220.00	\$ 863.00	\$ 32,794.00	
	28	Dr Structure, 24 inch dia	Ea	19.00	\$ 1,600.00	\$ 30,400.00	\$ 1,193.00	\$ 22,667.00	\$ 1,400.00	\$ 26,600.00	\$ 1,500.00	\$ 28,500.00	\$ 1,000.00	\$ 19,000.00	\$ 1,800.00	\$ 34,200.00	
	29	Dr Structure, 48 inch dia	Ea	26.00	\$ 2,000.00	\$ 52,000.00	\$ 1,828.00	\$ 47,528.00	\$ 1,800.00	\$ 46,800.00	\$ 1,850.00	\$ 48,100.00	\$ 1,650.00	\$ 42,900.00	\$ 2,540.00	\$ 66,040.00	
	30	Dr Structure, 60 inch dia	Ea	1.00	\$ 2,500.00	\$ 2,500.00	\$ 2,745.00	\$ 2,745.00	\$ 2,500.00	\$ 2,500.00	\$ 3,100.00	\$ 3,100.00	\$ 2,500.00	\$ 2,500.00	\$ 3,180.00	\$ 3,180.00	
	31	Dr Structure, Tap, 12 inch	Ea	3.00	\$ 300.00	\$ 900.00	\$ 730.00	\$ 2,190.00	\$ 1,000.00	\$ 3,000.00	\$ 350.00	\$ 1,050.00	\$ 350.00	\$ 1,050.00	\$ 459.00	\$ 1,377.00	
	32	Dr Structure, Tap, 15 inch	Ea	1.00	\$ 400.00	\$ 400.00	\$ 865.00	\$ 865.00	\$ 1,000.00	\$ 1,000.00	\$ 450.00	\$ 450.00	\$ 400.00	\$ 400.00	\$ 570.00	\$ 570.00	
	33	Structure Cover, Adj, Case 1, Modified	Ea	1.00	\$ 500.00	\$ 500.00	\$ 450.00	\$ 450.00	\$ 1,500.00	\$ 1,500.00	\$ 900.00	\$ 900.00	\$ 650.00	\$ 650.00	\$ 457.00	\$ 457.00	
	34	Structure Cover, Adj, Case 2, Modified	Ea	3.00	\$ 400.00	\$ 1,200.00	\$ 260.00	\$ 780.00	\$ 700.00	\$ 2,100.00	\$ 500.00	\$ 1,500.00	\$ 900.00	\$ 2,700.00	\$ 810.00	\$ 2,430.00	
	35	Underdrain, Subbase, 6 inch	Fl	10,338.00	\$ 15.00	\$ 155,070.00	\$ 13.00	\$ 134,394.00	\$ 4.00	\$ 41,312.00	\$ 15.50	\$ 160,844.00	\$ 11.00	\$ 113,698.00	\$ 11.80	\$ 122,963.20	
	36	HMA, 3C	Ton	1,796.00	\$ 90.00	\$ 161,640.00	\$ 76.00	\$ 136,488.00	\$ 83.00	\$ 149,088.00	\$ 81.90	\$ 147,992.40	\$ 84.00	\$ 150,864.00	\$ 90.60	\$ 162,717.60	
	37	HMA, 13A	Ton	2,693.00	\$ 90.00	\$ 242,370.00	\$ 83.00	\$ 223,518.00	\$ 82.00	\$ 220,828.00	\$ 79.71	\$ 214,659.03	\$ 82.00	\$ 220,828.00	\$ 88.20	\$ 237,522.80	
	38	Driveway, Nonrein Conc, 6 inch, Modified	Syd	1,066.00	\$ 50.00	\$ 53,300.00	\$ 42.57	\$ 45,379.62	\$ 38.00	\$ 40,508.00	\$ 50.00	\$ 53,300.00	\$ 38.00	\$ 40,508.00	\$ 46.20	\$ 49,249.20	
	39	Curb and Gutter, Conc, Det C4	Fl	10,424.00	\$ 18.00	\$ 187,632.00	\$ 13.68	\$ 142,600.32	\$ 14.00	\$ 145,936.00	\$ 14.50	\$ 151,148.00	\$ 16.00	\$ 166,784.00	\$ 16.10	\$ 167,826.40	
	40	Deflectable Warning Surface	Fl	206.00	\$ 5.00	\$ 1,030.00	\$ 32.00	\$ 6,592.00	\$ 34.00	\$ 7,004.00	\$ 33.00	\$ 6,798.00	\$ 35.00	\$ 7,210.00	\$ 36.50	\$ 7,519.00	
	41	Sidewalk Ramp, Conc, 6 inch, Modified	Sft	1,147.00	\$ 7.00	\$ 8,029.00	\$ 6.70	\$ 7,684.90	\$ 7.00	\$ 8,029.00	\$ 9.24	\$ 10,598.28	\$ 9.00	\$ 10,323.00	\$ 9.00	\$ 10,323.00	
	42	Sidewalk, Conc, 4 inch, Modified	Sft	20,995.00	\$ 4.50	\$ 94,477.50	\$ 4.15	\$ 87,129.25	\$ 4.00	\$ 83,980.00	\$ 4.99	\$ 104,765.05	\$ 4.00	\$ 83,980.00	\$ 4.30	\$ 90,278.50	
	43	Sidewalk, Conc, 6 inch, Modified	Sft	6,203.00	\$ 7.00	\$ 43,421.00	\$ 4.75	\$ 29,464.25	\$ 5.00	\$ 31,015.00	\$ 5.64	\$ 34,984.92	\$ 6.00	\$ 37,218.00	\$ 5.10	\$ 31,635.30	
	44	Post, Decorative	Ea	11.00	\$ 750.00	\$ 8,250.00	\$ 2,960.00	\$ 32,560.00	\$ 950.00	\$ 10,450.00	\$ 875.00	\$ 9,625.00	\$ 950.00	\$ 10,450.00	\$ 968.50	\$ 10,653.50	
	45	Post, Steel, 3 lb	Fl	624.00	\$ 5.00	\$ 3,120.00	\$ 7.00	\$ 4,368.00	\$ 8.00	\$ 4,992.00	\$ 7.50	\$ 4,680.00	\$ 8.00	\$ 4,992.00	\$ 8.30	\$ 5,179.20	
	46	Sign, Type II, Rem	Ea	1.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 52.00	\$ 52.00	\$ 50.00	\$ 50.00	\$ 100.00	\$ 100.00	\$ 55.30	\$ 55.30	
	47	Sign, Type III, Erect, Salv	Ea	1.00	\$ 20.00	\$ 20.00	\$ 50.00	\$ 50.00	\$ 52.00	\$ 52.00	\$ 50.00	\$ 50.00	\$ 100.00	\$ 100.00	\$ 55.30	\$ 55.30	
	48	Sign, Type III, Rem	Ea	4.00	\$ 4.00	\$ 16.00	\$ 50.00	\$ 200.00	\$ 52.00	\$ 208.00	\$ 50.00	\$ 200.00	\$ 50.00	\$ 200.00	\$ 55.30	\$ 221.20	
	49	Sign, Type IIIA	Sft	123.00	\$ 15.00	\$ 1,845.00	\$ 19.00	\$ 2,337.00	\$ 18.00	\$ 2,214.00	\$ 17.50	\$ 2,152.50	\$ 20.00	\$ 2,460.00	\$ 19.40	\$ 2,386.20	
	50	Sign, Type IIIB	Sft	110.00	\$ 15.00	\$ 1,650.00	\$ 17.00	\$ 1,870.00	\$ 18.00	\$ 1,980.00	\$ 17.50	\$ 1,925.00	\$ 20.00	\$ 2,200.00	\$ 19.40	\$ 2,134.00	
	51	Sign, Type VB	Sft	32.00	\$ 20.00	\$ 640.00	\$ 19.00	\$ 608.00	\$ 23.00	\$ 736.00	\$ 22.00	\$ 704.00	\$ 25.00	\$ 800.00	\$ 24.40	\$ 780.80	
	52	USDA Construction Sign	Ea	1.00	\$ 1,000.00	\$ 1,000.00	\$ 1,350.00	\$ 1,350.00	\$ 2,000.00	\$ 2,000.00	\$ 750.00	\$ 750.00	\$ 900.00	\$ 900.00	\$ 744.00	\$ 744.00	
	53	Pav Mrg, Only Cold Plastic, 6 inch, Crosswalk	Fl	865.00	\$ 3.00	\$ 2,595.00	\$ 2.50	\$ 2,162.50	\$ 3.00	\$ 2,595.00	\$ 2.50	\$ 2,162.50	\$ 3.00	\$ 2,595.00	\$ 2.80	\$ 2,422.00	
	54	Pav Mrg, Only Cold Plastic, 12 inch, Crosswalk	Fl	192.00	\$ 6.00	\$ 1,152.00	\$ 5.00	\$ 960.00	\$ 6.00	\$ 1,152.00	\$ 5.00	\$ 960.00	\$ 6.00	\$ 1,152.00	\$ 5.50	\$ 1,065.0	

BASE BID				ENGINEER'S ESTIMATE		Glaiser Dawes Corp		Rohde Bros Excavating Inc		Diponio Contracting		Zito Construction		Dunigan Bros Inc	
LINE	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
92	Ostrya virginiana, 2 inch	Ea	17.00	\$ 400.00	\$ 6,800.00	\$ 570.00	\$ 9,690.00	\$ 430.00	\$ 7,310.00	\$ 825.00	\$ 14,025.00	\$ 400.00	\$ 6,800.00	\$ 343.00	\$ 5,831.00
93	Acer x freemantii 'Jeffersred', 3 inch	Ea	7.00	\$ 400.00	\$ 2,800.00	\$ 570.00	\$ 3,990.00	\$ 430.00	\$ 3,010.00	\$ 1,000.00	\$ 7,000.00	\$ 400.00	\$ 2,800.00	\$ 719.50	\$ 5,036.50
94	Gleditsia triacanthos inermis 'Suncoke', 2 inch	Ea	9.00	\$ 400.00	\$ 3,600.00	\$ 570.00	\$ 5,130.00	\$ 430.00	\$ 3,870.00	\$ 920.00	\$ 6,280.00	\$ 400.00	\$ 3,600.00	\$ 359.50	\$ 3,235.50
95	Ulmus americana 'Princeton', 3 inch	Ea	9.00	\$ 400.00	\$ 3,600.00	\$ 570.00	\$ 5,130.00	\$ 490.00	\$ 4,410.00	\$ 1,125.00	\$ 10,125.00	\$ 400.00	\$ 3,600.00	\$ 365.00	\$ 3,285.00
96	Hydrant, Rem	Ea	5.00	\$ 750.00	\$ 3,750.00	\$ 400.00	\$ 2,000.00	\$ 800.00	\$ 4,000.00	\$ 500.00	\$ 2,500.00	\$ 500.00	\$ 2,500.00	\$ 267.00	\$ 1,335.00
97	Water Main, 8 inch, Tr Det G, Modified	Ft	4,633.00	\$ 80.00	\$ 370,640.00	\$ 79.00	\$ 366,007.00	\$ 77.00	\$ 356,741.00	\$ 81.79	\$ 378,933.07	\$ 97.00	\$ 449,401.00	\$ 116.50	\$ 539,744.50
98	Water Serv, Type K Copper, 1 inch	Ft	2,398.00	\$ 50.00	\$ 119,900.00	\$ 26.00	\$ 62,348.00	\$ 15.00	\$ 35,970.00	\$ 44.00	\$ 105,512.00	\$ 33.00	\$ 79,134.00	\$ 69.20	\$ 165,941.60
99	Connect to Existing Water Main	Ea	18.00	\$ 1,000.00	\$ 18,000.00	\$ 4,637.00	\$ 83,466.00	\$ 3,000.00	\$ 54,000.00	\$ 4,000.00	\$ 72,000.00	\$ 2,100.00	\$ 37,800.00	\$ 2,840.00	\$ 51,120.00
100	Corporation and Tap, 1 inch	Ea	91.00	\$ 500.00	\$ 45,500.00	\$ 615.00	\$ 55,965.00	\$ 900.00	\$ 81,900.00	\$ 270.00	\$ 24,570.00	\$ 415.00	\$ 37,765.00	\$ 587.00	\$ 53,417.00
101	Curb Stop and Box, 1 inch	Ea	91.00	\$ 500.00	\$ 45,500.00	\$ 412.00	\$ 37,492.00	\$ 400.00	\$ 36,400.00	\$ 570.00	\$ 51,870.00	\$ 410.00	\$ 37,310.00	\$ 567.00	\$ 51,997.00
102	Fire Hydrant, Valve and Lead	Ea	7.00	\$ 4,500.00	\$ 31,500.00	\$ 5,585.00	\$ 39,095.00	\$ 5,200.00	\$ 36,400.00	\$ 4,875.00	\$ 34,125.00	\$ 4,800.00	\$ 33,600.00	\$ 5,770.00	\$ 40,390.00
103	Gate Box, Rem	Ea	1.00	\$ 350.00	\$ 350.00	\$ 235.00	\$ 235.00	\$ 200.00	\$ 200.00	\$ 300.00	\$ 300.00	\$ 200.00	\$ 200.00	\$ 59.50	\$ 59.50
104	Gate Valve and Box, 8 inch	Ea	13.00	\$ 1,850.00	\$ 24,050.00	\$ 1,785.00	\$ 23,205.00	\$ 1,700.00	\$ 22,100.00	\$ 1,650.00	\$ 21,450.00	\$ 2,000.00	\$ 26,000.00	\$ 1,280.00	\$ 16,640.00
105	Testing and Disinfection	Ea	5.00	\$ 1,500.00	\$ 7,500.00	\$ 910.00	\$ 4,550.00	\$ 2,000.00	\$ 10,000.00	\$ 2,000.00	\$ 10,000.00	\$ 1,100.00	\$ 5,500.00	\$ 2,380.00	\$ 11,900.00
106	Water Main, Cut and Plug, Modified	Ea	5.00	\$ 3,500.00	\$ 17,500.00	\$ 1,190.00	\$ 5,950.00	\$ 1,800.00	\$ 9,000.00	\$ 450.00	\$ 2,250.00	\$ 1,900.00	\$ 9,500.00	\$ 283.50	\$ 1,417.50
107	Line-Stop, 10 inch	Ea	2.00	\$ 3,500.00	\$ 7,000.00	\$ 9,500.00	\$ 19,000.00	\$ 8,500.00	\$ 17,000.00	\$ 9,400.00	\$ 18,800.00	\$ 8,500.00	\$ 17,000.00	\$ 8,380.00	\$ 16,760.00
	<b>Subtotal - Category 2</b>				\$ 1,115,848.50		\$ 1,014,881.53		\$ 1,077,533.00		\$ 1,189,654.64		\$ 1,103,702.00		\$ 1,291,273.90
	<b>Category 3 - Major Water Main</b>														
108	Mobilization, Max 10%	LSUM	1.00	\$ 304,000.00	\$ 304,000.00	\$ 69,169.00	\$ 69,169.00	\$ 300,000.00	\$ 300,000.00	\$ 177,300.00	\$ 177,300.00	\$ 354,000.00	\$ 354,000.00	\$ 245,000.00	\$ 245,000.00
109	Tree, Rem, 19 inch to 36 inch	Ea	3.00	\$ 600.00	\$ 1,800.00	\$ 550.00	\$ 1,650.00	\$ 1,000.00	\$ 3,000.00	\$ 945.00	\$ 2,835.00	\$ 1,000.00	\$ 3,000.00	\$ 1,080.00	\$ 3,240.00
110	Tree, Rem, 6 inch to 18 inch	Ea	9.00	\$ 200.00	\$ 1,800.00	\$ 200.00	\$ 1,800.00	\$ 300.00	\$ 2,700.00	\$ 275.00	\$ 2,475.00	\$ 450.00	\$ 4,050.00	\$ 313.50	\$ 2,821.50
111	Culv, Rem, Less than 24 inch	Ea	9.00	\$ 250.00	\$ 2,250.00	\$ 145.00	\$ 1,305.00	\$ 300.00	\$ 2,700.00	\$ 608.15	\$ 5,455.35	\$ 300.00	\$ 2,700.00	\$ 178.50	\$ 1,606.50
112	Curb and Gutter, Rem, Modified	Ft	503.00	\$ 5.00	\$ 2,515.00	\$ 12.00	\$ 6,036.00	\$ 7.00	\$ 3,521.00	\$ 10.00	\$ 5,030.00	\$ 15.00	\$ 7,545.00	\$ 6.10	\$ 3,068.30
113	Pavt, Rem, Modified	Syd	4,001.00	\$ 5.00	\$ 20,005.00	\$ 6.00	\$ 24,006.00	\$ 7.00	\$ 28,007.00	\$ 14.00	\$ 56,014.00	\$ 15.00	\$ 60,015.00	\$ 7.20	\$ 28,807.20
114	Sidewalk, Rem, Modified	Syd	11.00	\$ 5.00	\$ 55.00	\$ 8.00	\$ 88.00	\$ 7.00	\$ 77.00	\$ 9.00	\$ 99.00	\$ 15.00	\$ 165.00	\$ 5.50	\$ 60.50
115	Non Haz Contaminated Material Handling and Disposal, LM	Cyd	200.00	\$ 50.00	\$ 10,000.00	\$ 86.65	\$ 17,330.00	\$ 45.00	\$ 9,000.00	\$ 50.00	\$ 10,000.00	\$ 55.00	\$ 11,000.00	\$ 61.70	\$ 12,340.00
116	Hazardous Material Handling and Disposal, LM	Cyd	400.00	\$ 100.00	\$ 40,000.00	\$ 375.00	\$ 150,000.00	\$ 320.00	\$ 128,000.00	\$ 250.00	\$ 100,000.00	\$ 60.00	\$ 24,000.00	\$ 234.00	\$ 93,600.00
117	Erosion Control, Inlet Protection, Fabric Drop	Ea	70.00	\$ 75.00	\$ 5,250.00	\$ 75.00	\$ 5,250.00	\$ 100.00	\$ 7,000.00	\$ 100.00	\$ 7,000.00	\$ 80.00	\$ 5,600.00	\$ 115.00	\$ 8,050.00
118	Erosion Control, Silt Fence	Ft	3,675.00	\$ 3.00	\$ 11,025.00	\$ 1.50	\$ 5,512.50	\$ 2.00	\$ 7,350.00	\$ 2.50	\$ 9,187.50	\$ 2.00	\$ 7,350.00	\$ 2.50	\$ 9,187.50
119	Culv, CI F, 12 inch	Ft	302.00	\$ 30.00	\$ 9,060.00	\$ 30.00	\$ 9,060.00	\$ 40.00	\$ 12,080.00	\$ 40.00	\$ 12,080.00	\$ 46.00	\$ 13,892.00	\$ 78.80	\$ 23,779.60
120	Driveway, HMA	Syd	770.00	\$ 50.00	\$ 38,500.00	\$ 62.56	\$ 48,171.20	\$ 40.00	\$ 30,800.00	\$ 40.58	\$ 31,246.60	\$ 43.00	\$ 33,110.00	\$ 30.80	\$ 23,716.00
121	Pavt Repair, Bristol	Syd	611.00	\$ 60.00	\$ 36,660.00	\$ 95.00	\$ 58,045.00	\$ 60.00	\$ 36,660.00	\$ 60.00	\$ 36,660.00	\$ 63.00	\$ 38,660.00	\$ 68.70	\$ 41,975.70
122	Pavt Repair, Mill	Syd	609.00	\$ 65.00	\$ 39,585.00	\$ 74.08	\$ 45,114.72	\$ 70.00	\$ 42,630.00	\$ 60.00	\$ 36,540.00	\$ 83.00	\$ 50,547.00	\$ 80.20	\$ 49,318.80
123	Pavt Repair, Morish	Syd	1,628.00	\$ 63.00	\$ 102,564.00	\$ 88.70	\$ 144,403.60	\$ 68.00	\$ 110,704.00	\$ 50.00	\$ 81,400.00	\$ 74.00	\$ 120,472.00	\$ 82.80	\$ 134,798.40
124	Driveway, Aggregate	Syd	536.00	\$ 20.00	\$ 10,720.00	\$ 25.75	\$ 13,802.00	\$ 23.00	\$ 12,328.00	\$ 15.00	\$ 8,040.00	\$ 26.00	\$ 13,936.00	\$ 22.40	\$ 12,006.40
125	Driveway, Nonreinf Conc, 6 inch, Modified	Syd	487.00	\$ 60.00	\$ 29,220.00	\$ 42.88	\$ 20,872.82	\$ 55.00	\$ 26,785.00	\$ 32.00	\$ 15,584.00	\$ 38.00	\$ 18,506.00	\$ 46.20	\$ 22,499.40
126	Curb and Gutter, Conc, Det C4	Ft	261.00	\$ 32.00	\$ 8,352.00	\$ 27.85	\$ 7,258.85	\$ 23.00	\$ 6,003.00	\$ 22.00	\$ 5,742.00	\$ 30.00	\$ 7,830.00	\$ 24.40	\$ 6,388.40
127	Curb and Gutter, Conc, Det F4	Ft	242.00	\$ 32.00	\$ 7,744.00	\$ 27.05	\$ 6,546.10	\$ 23.00	\$ 5,596.00	\$ 22.00	\$ 5,324.00	\$ 30.00	\$ 7,260.00	\$ 24.40	\$ 5,904.80
128	Detectable Warning Surface	Ft	25.00	\$ 6.00	\$ 150.00	\$ 32.00	\$ 800.00	\$ 33.00	\$ 825.00	\$ 32.00	\$ 800.00	\$ 35.00	\$ 875.00	\$ 35.40	\$ 885.00
129	Sidewalk Ramp, 6 inch, Modified	Sft	527.00	\$ 7.00	\$ 3,689.00	\$ 7.05	\$ 3,715.35	\$ 7.00	\$ 3,689.00	\$ 8.24	\$ 4,342.48	\$ 9.00	\$ 4,743.00	\$ 7.90	\$ 4,163.30
130	Sidewalk, Conc, 4 inch, Modified	Sft	685.00	\$ 4.50	\$ 3,082.50	\$ 4.50	\$ 3,082.50	\$ 4.00	\$ 2,740.00	\$ 5.49	\$ 3,760.65	\$ 5.00	\$ 3,425.00	\$ 4.90	\$ 3,386.50
131	Sidewalk, Conc, 6 inch, Modified	Sft	177.00	\$ 7.00	\$ 1,239.00	\$ 5.15	\$ 911.55	\$ 5.00	\$ 885.00	\$ 5.59	\$ 989.43	\$ 7.00	\$ 1,239.00	\$ 5.00	\$ 885.00
132	Post Mailbox	Ea	29.00	\$ 75.00	\$ 2,175.00	\$ 110.00	\$ 3,190.00	\$ 100.00	\$ 2,900.00	\$ 197.82	\$ 5,738.78	\$ 100.00	\$ 2,900.00	\$ 178.50	\$ 5,176.50
133	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	10.00	\$ 75.00	\$ 750.00	\$ 275.00	\$ 2,750.00	\$ 140.00	\$ 1,400.00	\$ 130.00	\$ 1,300.00	\$ 150.00	\$ 1,500.00	\$ 144.00	\$ 1,440.00
134	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	10.00	\$ 5.00	\$ 50.00	\$ 1.00	\$ 10.00	\$ 10.00	\$ 100.00	\$ 5.00	\$ 50.00	\$ 10.00	\$ 100.00	\$ 6.10	\$ 61.00
135	Lighted Arrow, Type C, Furn	Ea	2.00	\$ 400.00	\$ 800.00	\$ 1,700.00	\$ 3,400.00	\$ 420.00	\$ 840.00	\$ 400.00	\$ 800.00	\$ 600.00	\$ 1,200.00	\$ 442.50	\$ 885.00
136	Lighted Arrow, Type C, Oper	Ea	2.00	\$ 75.00	\$ 150.00	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00	\$ 50.00	\$ 100.00	\$ 200.00	\$ 400.00	\$ 53.00	\$ 106.00
137	Minor Traf Devices	LSUM	1.00	\$ 4,000.00	\$ 4,000.00	\$ 21,830.00	\$ 21,830.00	\$ 60,000.00	\$ 60,000.00	\$ 25,000.00	\$ 25,000.00	\$ 35,000.00	\$ 35,000.00	\$ 2,810.00	\$ 2,810.00
138	Pavt Mkg, Wet Reflective, Type R, Tape, 4 inch, White, Temp	Ft	485.00	\$ 2.00	\$ 970.00	\$ 2.40	\$ 1,164.00	\$ 3.00	\$ 1,455.00	\$ 2.50	\$ 1,212.50	\$ 2.00	\$ 970.00	\$ 2.80	\$ 1,358.00
139	Plastic Drum, High Intensity, Lighted, Furn	Ea	100.00	\$ 25.00	\$ 2,500.00	\$ 90.00	\$ 9,000.00	\$ 24.00	\$ 2,400.00	\$ 22.50	\$ 2,250.00	\$ 25.00	\$ 2,500.00	\$ 24.90	\$ 2,490.00
140	Plastic Drum, High Intensity, Lighted, Oper	Ea	100.00	\$ 1.00	\$ 100.00	\$ 1.00	\$ 100.00	\$ 3.00	\$ 300.00	\$ 1.50	\$ 150.00	\$ 2.00	\$ 200.00	\$ 1.70	\$ 170.00
141	Sign, Type B, Temp, Prismatic, Furn	Sft	400.00	\$ 4.00	\$ 1,600.00	\$ 9.00	\$ 3,600.00	\$ 5.00	\$ 2,000.00	\$ 4.25	\$ 1,700.00	\$ 5.00	\$ 2,000.00	\$ 4.70	\$ 1,880.00
142	Sign, Type B, Temp, Prismatic, Oper	Sft	400.00	\$ 1.00	\$ 400.00	\$ 1.00	\$ 400.00	\$ 1.00	\$ 400.00	\$ 0.25	\$ 100.00	\$ 1.00	\$ 400.00	\$ 0.30	\$ 120.00
143	Traf Regulator Control	LSUM	1.00	\$ 4,000.00	\$ 4,000.00	\$ 20,909.32	\$ 20,909.32	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 45,000.00	\$ 45,000.00	\$ 110,680.00	\$ 110,680.00
144	Turf Establishment, Performance	Syd	13,638.00	\$ 5.00	\$ 68,190.00	\$ 5.00	\$ 68,190.00	\$ 4.00	\$ 54,552.00	\$ 6.00	\$ 81,828.00	\$ 5.00	\$ 68,190.00	\$ 7.10	\$ 96,829.80
145	Gate Well Rem	Ea	10.00	\$ 500.00	\$ 5,000.00	\$ 600.00	\$ 6,000.00	\$ 1,000.00	\$ 10,000.00	\$ 650.00	\$ 6,500.00	\$ 700.00	\$ 7,000.00	\$ 357.00	\$ 3,570.00
146	Hydrant, Rem	Ea	28.00	\$ 750.00	\$ 21,000.00	\$ 400.00	\$ 11,200.00	\$ 800.00	\$ 22,400.00	\$ 680.00	\$ 19,040.00				



January 27, 2020

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

Re: Review of Bids – USDA Water Main and Local Road Improvement Project  
 City of Swartz Creek

Dear Adam,

The City received five (5) bids on January 22<sup>nd</sup> for the USDA Water Main and Local Road Improvement Project. OHM has reviewed all the bids and prepared a bid tab and recommendation. The highlighted items reflect discrepancies found during our review; the audited numbers did not affect the resulting low bidder. The bids received ranged from a low \$6,452,480.68 to the highest bid of \$8,908,365.00. The three low bidders are as follows.

Contractor	Amount
Glaeser Dawes Corp	\$ 6,452,480.68
Rohde Brothers Excavating	\$ 6,853,044.00
Diponio Contracting	\$ 7,017,017.00

Glaeser Dawes, out of Flushing, is the low bidder for this project. The City and OHM have both completed several successful projects with Glaeser Dawes. Based on their past performance and low bid price, **we recommend award of this contract to Glaeser Dawes for the audited price of \$6,452,480.68**, per the unit prices listed on the bid. The total price of the contract includes both USDA eligible items and USDA in-eligible items; the breakdown is as follows:

Category 1: USDA in-eligible items: \$2,116,303.34

Category 2 & 3: USDA eligible items: \$4,336,177.34

Total Bid \$6,452,480.68

Digital files of this letter and a bid tabulation have been emailed to your office. If you have any questions or require additional information, please feel free to contact our office.

Sincerely,  
**OHM Advisors**

Robert Daavettila, PE

Cc: File

Rural Development January 30, 2020

Michigan State Office

3001 Coolidge Rd  
Suite 200  
East Lansing, MI  
48823

Voice 517.324.5156  
Fax 855.813.7741

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

SUBJECT: City of Swartz Creek Water System Improvements Project  
Construction Contract Bid Award

Dear Mr. Zettel,

We have received copies of the January 27, 2020 letter from your engineer, OHM Advisors recommending bid award for the above-mentioned project. We have also reviewed the bid tabulations with respect to our concurrence in the bid award. It appears that a good showing of bidders responded to the advertisement with five bids received for the project.

We have reviewed the recommended contractors, Glaeser Dawes Corporation and they are not included on the List of Parties Excluded from Federal Procurement and Non-procurement Programs (debarment list) maintained by the U.S. General Services Administration.

We concur with Robert Daavettila's recommendation letter and your tentative award of the work in the amounts as listed below:

	<i>Low Bidder</i>	<i>Amount</i>
City of Swartz Creek USDA Water Main & Local Road Improvement Project	Glaeser Dawes	\$6,452,480.68

Said award should be made subject to the availability of funds and completion of necessary financial arrangements with USDA Rural Development. Please be advised that we require a review of the contract documents and a certification signed by the local attorney (Exhibit GC-A of the General Conditions), before we can concur with the contract.

USDA is an equal opportunity provider, employer and lender.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

Federal law requires prospective lower tier participants to certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Surety companies executing construction contract bonds must appear on the Treasury Department's most current Circular 570, List of Approved Sureties. The dates of the performance and payment bonds may not be prior to the date of the construction contracts. The effective date of "Power of Attorney" attached to the bonds, must be the same as the bonds. The bonds must be the EJCDC bond forms, 2013 version.

Please continue to work with Kina McDonough of our Mason area office in the remainder of the project processing. If you have any questions or need additional information, please feel free to contact us.

Sincerely,

Andrew H. Granskog, P.E.  
State Engineer

cc Kina McDonough, Area Specialist – Mason A/O (by email)  
OHM Advisors – Robert Daavettila, PE (by email)

## Swartz Creek Hometown Days

### Emergency Operations Plan

This plan is designed to address the major types of emergency incidents which may impact the Swartz Creek Hometown Days festival. It provides primary operating guidelines which will meet the needs of the majority of occurrences which may be encountered. It does not replace the need to evaluate each situation and make the proper value judgements as to how to proceed to mitigate injury and/or damage and bring an incident to a successful conclusion.

### Festival Grounds

The Swartz Creek Hometown Days grounds are located at 5086 S. Morrish Rd, south of Miller Rd. on the west side. The grounds are closed to civilian motor vehicles and only allow designated marked vehicles and/or vendor, emergency vehicles and Arnold Amusement employees. There is 1 entrance and 1 exit on and off the grounds.

Important locations for emergency response personnel:

- **The Festival Office/Information Center** - is located on the north side of the grounds midway between the front and back. This office serves as the administrative hub for the Festival Board. Festival Board staff will be present at this location and throughout the grounds for all types of situations. This office has radio/cell phone communication capabilities and the means to operate the sound system throughout the festival grounds. This office also serves as the information center. Lost and found individuals will be handled at the information center.
- **First aid** – There will be an ambulance posted at the front of the grounds on the north side of the entrance road. The ambulance will be staffed by 2 personnel from the Swartz Ambulance Company.
- The **Metro police authority temp station/Fire Department** is located at 8100 B Civic Dr. located across from the Chase Bank on Fortino Dr. which is north off Miller Rd. west of Morrish Rd.

### Lost and Missing Persons:

All lost/missing persons will be reported to the Information Center or to any Festival Grounds Staff member. The person/persons reporting the lost or missing will be escorted to the Festival Office/Information Center. The Festival Office staff will take the information regarding the incident, including a complete description and where the individual was last seen. They will then evaluate the steps needed to address the situation.

Options available include:

1. Announcing lost/missing person over public address system for an older child or adult to meet their party at the Festival Office/Information Center.
2. Announcing over the public address system for patrons to be aware that an individual is lost/missing and needs to be directed/escorted to the Festival Office/Information Center.
3. Advise all Festival Staff and volunteers to be on the lookout for the individual and take them to the Festival Office/Information Center if located.
4. In the event the lost/missing individual is a young child, mentally handicapped, or has special needs, call 911 and have police meet Festival Staff at the Festival Office/Information Center to discuss the missing person with the person making the report to determine further steps that may need to be taken.
5. The Festival Staff will advise the person making the report to remain at the Festival Office/Information Center with them in the event that more information is needed and to have a location for the individual being sought can be brought when they are found.
6. Once the lost/missing individual has been located and returned to the Festival Office/Information Center and positively identified by the reporting individual, the staff member will advise all searching parties to cancel their search. The search will only cease when it is **confirmed** the individual has been located.

**Criminal Activity/Traffic Control:**

All criminal activity will be dealt with by the **Metro Police Authority** via 911. The individual making the report will contact 911 and provide the following information, exact location, name of complainant, telephone number, and description of the activity taking place, along with descriptions of individuals involved. If the complainant reports such activity to a Festival Grounds Staff member, the Staff member will take the same steps mentioned above and remain with the complainant until Police arrive. Traffic Control on the Festival Grounds will be handled by the Mundy Township Volunteer Peace officers and Festival Grounds Staff members. In the event that they are unable to handle any situation involving traffic, the **Metro police Authority** will be contacted via 911 for assistance and the Festival Grounds ERT team leader will be advised

**Fire:**

All fires, regardless of size or items involved, are to be turned over to the Swartz Creek Area Fire Department via 911. Local attempts to extinguish **should not** be attempted without proper apparatus i.e. fire extinguisher etc. unless **properly trained**. Persons reporting fires should advise the exact location, what is burning, the extent of the fire, and if anyone is

injured. Upon receipt of a fire report, Festival Staff team leader will be notified of the incident.

### **Medical Emergencies:**

**Minor Medical Incidents** such as minor cuts, abrasions, sunburn, etc. will be handled by the Swartz Ambulance Crew located on the Festival grounds near the north east entrance. Any individuals seeking medical assistance for non-serious injuries or illness should be directed to the ambulance crew or escorted if applicable where they can be evaluated and treated.

**Major Medical Incidents** which involve serious and/or life-threatening illnesses and injuries are to be immediately reported to 911 and the Festival Grounds ERT team leader. The individual making the report will provide the exact location and nature of the problem. The reporting individual should maintain contact with the patient until emergency services arrive.

**Mass Casualty Incidents** where a number of patients are present may occur. This may be the result of a ride malfunction, structural collapse, multi-vehicle collision, inclement weather, fire, **animal loose** etc. Mass casualty incidents will be defined as any incident with 5 or more patients. The proper trained emergency responders will be notified via 911. The exact location of the incident will be given, and the nature of the incident. All Festival Committee Staff members will be notified via 2-way radio/cell phone. Based on the type of event and the number of casualties, emergency responder staff members along with Festival **President and Vice president will convene in the Festival Office or 8100 Civic Dr second command post of the metro police authority** to coordinate actions and bring the event to a positive and timely conclusion. The Festival Directors of different areas on the festival grounds will direct members to their respective areas to respond to the incident while maintaining some coverage for the remainder of the festival. The incident will be handled using the command structure of the emergency responders i.e. Police, Fire, EMS. A team effort will be needed for crowd control for access and egress to and from and around the scene of the incident. Volunteer peace officers/festival volunteers, and amusement employees will be useful for any types of these incidents.

### **Bomb Threats:**

Any bomb threat will be reported to 911. The ERT team leader will also be notified via 2way radio/cell phone. The appropriate emergency responders will respond for the incident. All ERT team members will **refrain** from using the term "Bomb Threat" or "Explosive", and any similar descriptive terms will not be used on the radios or public announcement system which may be overheard by the public with the intent not to alarm the festival patrons.

There should be a "CODE A" used to describe this type of incident that all Festival Staff/Committee members will be made aware of.

**Adverse Weather:**

Adverse weather will include heavy rain, lightning, high winds, thunderstorms, and tornadoes. Protection from adverse weather should include these options: Evacuation and shelters in place. The presence of a large number of people in a relatively small area with limited parking near the festival grounds makes evacuation an option, but only with well advanced warning, but typical summer thunderstorm buildups do not provide sufficient warning to enable patrons to evacuate in a timely manner. Metro police Authority festival Staff/Committee Members/Arnold Amusement Staff Management will monitor the weather using all available resources which include internet sites such as NOAA, Wunderground, Weatherbug, television stations, etc. In the event there is the possibility of adverse weather, such as the building of thunderstorms or the approach of a line of weather, the Festival Committee/ERT will advise the Festival Chairman/2<sup>nd</sup> Chair to respond to the Festival Office/Information Center along with Arnold Amusement Management to review the weather situation and establish an alternative plan of action. Police, Fire, EMS, and Peace officer volunteers may also be involved to assist. Festival patrons will be notified of such weather using the public announcement system.

**Rain**, unless unusually heavy, will not adversely affect festival operations. However, steady rain over an extended period of time will discourage attendance and cause patrons to leave the grounds. During periods of heavy rain, patrons will seek shelter in commercial/exhibit tents and or buildings. This may cause a problem such as slip and fall hazards due to slick ground surfaces. Use medical protocol instructions if a medical arises due to a slip and fall during the rain.

**Lightning** can pose a significant threat to patrons. Lightning will also be closely monitored using the resources mentioned above and will also be monitored by Festival Staff/Committee Members/Arnold Amusement Staff. In the event that lightning is detected 6 miles out or less, the Festival Chairman/2<sup>nd</sup> Chair/Arnold Amusement Management will convene in the Festival Office/Information Center to discuss closing all high rides and to have patrons seek shelter. Depending on the storm intensity, all rides may have to be shut down until the storm passes and the weather is no longer a threat. Festival patrons will be notified of such weather using the public announcement system.

**High Straight Line Winds** can pose hazards to festival patrons due to flying debris, collapse of tents, etc. Patrons will be advised to take shelter but refrain from entering any tent on

the ground if winds exceed 45 miles an hour due to the collapse hazard. The announcement will be made using the public announcement system to evacuate all tents. There will also be shelter available at the local DPW with help from metro police authority.

**Hail**, except in its smallest sizes, can be harmful to humans and animals, and can cause considerable damage to tents, vehicles, rides, etc. When hail is imminent or occurs, festival patrons will be advised to seek shelter in permanent structures and not in tents or other temporary enclosures.

**Tornadoes** pose the most serious weather hazard. If a tornado is imminent, there are no good alternatives for Festival Committee members or patrons. For this reason, the Festival Staff and all emergency service personnel must be especially aware of the potential for tornadoes and take the appropriate measures, including closing the festival if there is a strong probability for tornadoes. When a tornado watch is issued for Genesee County or the surrounding counties, the Festival Staff/Committee Members/Arnold Amusement Staff will meet in the Festival Office/Information Center to evaluate weather conditions and alternatives. Meetings with **ALL** Festival Personnel should convene every 30 to 45 min throughout the period the tornado watch is in effect. If a tornado warning is issued for Genesee County or surrounding Counties, Police, fire, EMS may assist with emergency's a public announcement will be made via the public announcement system to advise festival patrons, staff members, volunteers, vendors, carnival employees, etc. to seek shelter in low areas i.e. , creeks, ditches, basements **if** available. There will also be shelter available at the local DPW with help from metro police authority or Swartz Creek Middle School upon time contacting school administration to open school. Any persons seeking shelter in creeks or ditches should lie down and cover their heads with their hands and arms.

### **Festival Grounds Public Announcement System**

The Swartz Creek Hometown Days Festival contains a public announcement system located in the center of the grounds. Messages concerning events, festival activities, weather emergencies, and other public service announcements are routinely broadcast over the system.

## **Emergency Messages**

**Announce Twice**

**Repeat as Needed**

### **1. Lightning:**

#### High Rides Only

The Swartz Creek Hometown Days Festival has an important announcement for all patrons. Lightning is occurring in the immediate area of the festival. We are requesting the high rides be shut down at this time. They will be reopened as soon as the threat of lightning has passed. Thank you for your understanding that this is for your safety.

#### All Rides

The Swartz Creek Hometown Days Festival has an important announcement for all patrons. Lightning is occurring in the immediate area of the festival. We are requesting all rides to be shut down at this time. They will be reopened as soon as the threat of lightning has passed. Thank you for your understanding that this is for your safety.

## 2. High Winds

### High Rides Only

The Swartz Creek Hometown Days Festival has an important announcement for all patrons. High winds are occurring in the immediate area of the festival. We are requesting the high rides to be shut down at this time. They will be reopened as soon as the threat of high winds has passed. Thank you for your understanding that this is for your safety.

### All Rides

The Swartz Creek Hometown Days Festival has an important announcement for all patrons. High winds are occurring in the immediate area of the festival. We are requesting all rides to be shut down at this time. They will reopen as soon as the threat of high winds has passed. Thank you for your understanding that this is for your safety.

## 3. Hail

### High Rides

The Swartz Creek Hometown Days Festival has an important announcement for all patrons. Hail is occurring in the immediate area of the festival. We are requesting all the high rides to be shut down at this time. They will reopen when the treat of hail has

passed. Thank you for your understanding that this is for your safety.

#### All Rides

The Swartz Creek Hometown Days Festival has an important announcement for all patrons. Hail is occurring in the immediate area of the festival. We are requesting all rides be shut down at this time. They will reopen as soon as the threat of hail has passed. Thank you for your understanding that this is for your safety.

#### **4. Tornado – Repeat Multiple Times**

Attention all patrons. This is a tornado alert. A tornado warning has been issued for the area including the festival grounds. All rides and exhibits will be immediately closed. Please seek shelter in a secure location, if you are unable to find a secure location, go to a creek or ditch or other low area, remain low and cover your head with your arms and hands.

#### **5. Severe weather - Evacuate the Grounds**

Attention all patrons. Severe weather is approaching the festival grounds. This weather is expected in the area at approximately \_\_\_\_\_ “state time”. For your safety we are closing the festival. Please exit the grounds in an orderly manner. Festival Staff and Emergency Personnel will assist you in exiting. We are sorry for the inconvenience but this is for your safety.

**Obtain maps of the grounds which should include commercial tents, ride placement, vendor kiosks, etc.**

## Adam Zettel

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**From:** Fire Chief Dave Plumb (p) <firechief@scafd.com>  
**Sent:** Friday, January 24, 2020 12:40 PM  
**To:** Tom Spillane; supervisor@claytontownship.org; Adam Zettel  
**Subject:** Consumers Reimbursement

Good Afternoon,

As you both know, the Fire Dept. billed Consumers for a call back in Nov of 2019. The invoice was paid to the fire department for \$5800.00. Total payroll cost of \$1938.03 was billed and pay by the city.

Due to the fire agreement, any funds that remain in our accounts at the end of the year and after line item adjustments, are to be returned to the municipalities, I have been directed through the fireboard, to request for the following:

1. Since the city paid the wages the Fire Dept reimburse them for the \$1938.03 billed
2. The Fire Dept. would retain the remaining balance of \$3861.97. These funds would be held in account and would be spent with approval of the fireboard. We had a few equipment expenses arise that were not accounted for when preparing the 2020 budget, these funds could be used towards these purchases in the next few months.

Respectfully,

David J. Plumb – CFI-I

**Fire Chief**

Swartz Creek Area Fire Department

8100-b Civic Dr

Swartz Creek Mi, 48473

810-635-2300 Office

810-965-4573 Cell



***CITY OF SWARTZ CREEK***  
**SWARTZ CREEK, MICHIGAN**  
**PLANNING COMMISSION**  
**ZONING BOARD OF APPEALS**  
**2019 ANNUAL REPORT**

**To: The Honorable David Krueger & Swartz Creek City Council**  
**From: The Swartz Creek Planning Commission**  
**Subject: 2019 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 2019. 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. In pursuit of the Redevelopment Ready Communities objectives, the PC was able to act quickly on a number of zoning changes, the economic development strategy, the public participation plan, and an incentive packet. They were also able to process site plans for Brewer Townhomes and Biggby Coffee, both of which are downtown projects.

Projects that were approved in 2018 that saw action in 2019 include the Sharp Funeral Home and Applecreek Station progress.

The ZBA had a relatively uneventful year. After hearing zero cases in 2018 and meeting only for the purpose of affirming minutes and having their annual meeting, they did hear a single variance in the fall of 2019 regarding the use of vacant land for land grading purposes.

Training and memberships in professional organizations have been limited even though opportunities have been made available. We have also had much 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 have been many changes to the planning commission, with Mr. Wyatt, Mr. Henry, Mr. Zuniga, and Mr. Farrell replacing Mr. Stephens, Mrs. Root, Mr. Culinski, and Mrs. Ridley. Attendance with the planning commission and zoning board of appeals has been adequate, with no meeting quorum issues. The ZBA saw Mr. Stephens, Mr. Barclay, and Mr. Porath resign and be replaced by Mr. Gilbert and Mr. Wyatt. One vacancy remains.

The planning commission met eight times and experienced 69 attendances out of 79 attendance opportunities (87%). This is an increase from 83% in 2018. The ZBA met four times. Attendance was about 79% (22 of 28 attendances out of total opportunities). This is decrease from the 86% recorded in 2018. 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.

<b>PLANNING COMMISSION</b>	<b>Term end date</b>	<b>Address</b>
Dennis Novak, Vice-Chair	06/30/21	5282 Greenleaf Dr.
Nathan Henry	06/30/21	5411 Don Shenk Dr
Juan Zuniga	06/30/22	8059 Maple St
Betty Binder	06/30/20	8079 Bristol Road
Tom Wyatt (ZBA), Chair	06/30/20	5097 School
Bud Grimes	06/30/22	5171 Oakview Drive
Jentery Farmer (Council member), Secretary	11/23/20	6287 St. Charles Pass
Thomas Farrell	06/30/22	8406 Miller Rd
David Krueger, Mayor	Per Council Term	7399 Miller Rd

<b>ZONING BOARD OF APPEALS</b>	<b>Term end date</b>	<b>Address</b>
Tom Wyatt (ZBA)	06/30/20	5097 School
Ronald Smith, Secretary	06/30/20	9194 Chesterfield
John Gilbert (Council member)	11/23/20	7459 Miller Rd.
Robert Plumb, Vice Chairperson	06/30/21	37 Somerset
James Packer, Chairperson	06/30/21	7216 Miller Rd.
Samantha Fountain (Alternate)	06/30/20	5022 Winston
Vacant (Alternate)	06/30/22	

### **Facts & Figures on Projects**

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

Project	Venue	Review	Location	Size or Units	Value	Month	Approval	Status
Zoning Audit	PC	Audit	N/A	N/A	N/A	February	Yes	Complete
Public Participation Plan	ZBA	Policy	N/A	N/A	N/A	April	Yes	Adopted
Economic Development Strategy	PC	Plan	N/A	N/A	N/A	May	Yes	Adopted
Brewer Townhomes	PC	Site Plan	Fortino Drive	15 Units	~\$3.4M	June	Yes	County Review
Zoning Updates	PC	Ordinance	N/A	N/A	N/A	June	Yes	Complete
Incentive Package	PC	Policy	N/A	N/A	N/A	July	Yes	Adopted
Biggby Coffee	PC	Site Plan - Special Land Use	4141 Morrish	333 Square Feet	~\$500K	August	Yes	Under Construction
Placemaking	PC	Training	N/A	N/A	Priceless	December	N/A	Complete
Redevelopment Ready Communities	Council	State Recognized Status	N/A	N/A	N/A	December	Yes	Certified
ZBA Basics	ZBA	Training	N/A	N/A	Priceless	March	N/A	Complete
Grading	ZBA	Variance	Vacant Land - Seymour Road	NA	NA	October	Yes	No Change

**Training**

Staff is going to make a concerted effort to engage the new 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 mixed uses and downtown housing regulations in 2020.

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 2020, but we are getting a lot of inquiries for the downtown priority sites. 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. Engaging in proactive planning as it relates to the three RRC sites, such as the raceway
2. Updating the six year Capital Improvement Program
3. Consideration of a specific downtown plan, in conjunction with the DDA

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](mailto:azettel@cityofswartzcreek.org)