

City of Swartz Creek
AGENDA

Regular Council Meeting, Monday, January 12, 2026, 7:00 P.M.

Paul D. Bueche Municipal Building, 8083 Civic Drive Swartz Creek, Michigan 48473
THIS WILL BE A HYBRID MEETING, WITH IN PERSON ATTENDANCE BY COUNCIL MEMBERS.

1. **CALL TO ORDER:**
2. **INVOCATION & PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
4A. Council Meeting of December 15, 2025 MOTION Pg. 31
5. **APPROVE AGENDA:**
5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
6A. City Manager's Report MOTION Pg. 8
6B. Staff Reports & Meeting Minutes Pg. 33
6C. Abrams Park Garden Master Plan Proposal Pg. 51
6D. 2026 Poverty Exemption Policy Pg. 63
6E. Cross Connection Control Program Agreements Pg. 66
6F. Proposed MPO Street Funding Strategy Pg. 88
6G. Genesee County Tax Foreclosure Final Disposition Letter Pg. 89
6H. Elms Road Engineering Proposals Pg. 91
7. **MEETING OPENED TO THE PUBLIC:**
8. **COUNCIL BUSINESS:**
8A. 2026 Poverty Exemption Policy Update RESO Pg. 26
8B. Abrams Park Garden Master Plan Amendment RESO Pg. 27
8C. MPO Street Rehabilitation Schedule Adoption RESO Pg. 28
8D. Elms Road Preliminary Engineering and Mitigation Services RESO Pg. 29
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION Pg. 30

Next Month Calendar (Public Welcome at All Meetings)

City Council:	Monday, January 12, 2026, 7:00 p.m., PDBMB
Fire Board:	Monday, January 19, 2026, 6:00 p.m., Station #1
Park Board:	Tuesday, January 20, 2026, 5:30 p.m., PDBMB
Metro Police Board:	Wednesday, January 28, 2026, 11:00 a.m., Metro HQ
Zoning Board of Appeals:	Wednesday, January 21, 2026, 6:00 p.m., PDBMB
City Council:	Monday, January 26, 2026, 7:00 p.m., PDBMB
Metro Police Board:	Wednesday, January 28, 2026, 11:00 a.m., Metro HQ
Planning Commission:	Tuesday, February 3, 2026, 7:00 p.m., PDBMB
Downtown Development Authority:	Thursday, February 12, 2026, 6:00 p.m., PDBMB

City of Swartz Creek Mission Statement

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

City of Swartz Creek Values

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

Honesty, Integrity and Fairness

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

Fiscal Responsibility

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

Public Service

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

Embrace Employee Diversity and Employee Contribution, Development and Safety

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

Expect Excellence

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

Respect the Dignity of Others

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

Promote Protective Thinking and Innovative Suggestions

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

CITY OF SWARTZ CREEK
VIRTUAL REGULAR CITY COUNCIL MEETING ACCESS INSTRUCTIONS
MONDAY, JANUARY 12, 2026, 7:00 P.M.

The regular meeting of the City of Swartz Creek city council is scheduled for **January 12, 2026** starting at 7:00 p.m. and will be conducted in hybrid form. The meeting will be available virtually (online and/or by phone). Council members and staff must attend in-person. The general public may attend in-person or virtually.

To comply with the **Americans with Disabilities Act (ADA)**, any citizen requesting accommodation to attend this meeting, and/or to obtain the notice in alternate formats, please contact Renee Kraft, 810-429-2766, 48 hours prior to meeting.

Zoom Instructions for Participants

To join the conference by phone:

1. On your phone, dial the teleconferencing number provided below.
2. Enter the **Meeting ID** number (also provided below) when prompted using your touch-tone (DTMF) keypad.

Before a videoconference:

1. You will need a computer, tablet, or smartphone with speaker or headphones. You will have the opportunity to check your audio immediately upon joining a meeting.
2. Details, phone numbers, and links to videoconference or conference call is provided below. The details include a link to “**Join via computer**” as well as phone numbers for a conference call option. It will also include the 9-digit Meeting ID.

To join the videoconference:

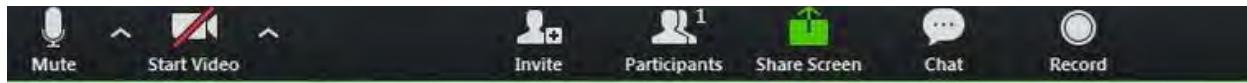
1. At the start time of your meeting, enter the link to join via computer. You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

You may also join a meeting without the link by going to join.zoom.us on any browser and entering the Meeting ID provided below.

If you are having trouble hearing the meeting, you can join via telephone while remaining on the video conference:

1. On your phone, dial the teleconferencing number provided below.
2. Enter the **Meeting ID number** (also provided below) when prompted using your touchtone (DTMF) keypad.
3. If you have already joined the meeting via computer, you will have the option to enter your participant ID to be associated with your computer.

Participant controls in the lower left corner of the Zoom screen:



Using the icons in the lower left corner of the Zoom screen you can:

- Mute/Unmute your microphone (far left)
- Turn on/off camera (“Start/Stop Video”)
- Invite other participants
- View participant list-opens a pop-out screen that includes a “Raise Hand” icon that you may use to raise a virtual hand during Call to the Public
- Change your screen name that is seen in the participant list and video window
- Share your screen

Somewhere (usually upper right corner on your computer screen) on your Zoom screen you will also see a choice to toggle between “speaker” and “gallery” view. “Speaker view” show the active speaker.

Renee Kraft is inviting you to a scheduled Zoom meeting.

Topic: Swartz Creek City Council Meeting

Time: January 12, 2026 at 7:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83096401128>

Meeting ID: 830 9640 1128

One tap mobile

+13017158592,,83096401128# US (Washington DC)

+13126266799,,83096401128# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 830 9640 1128

Find your local number: <https://us02web.zoom.us/u/kz4Jb4etg>

If you have any further questions or concerns, please contact 810-429-2766 or email rkraft@cityofswartzcreek.org.

A copy of this notice will be posted at City Hall, 8083 Civic Drive, Swartz Creek, Michigan.

**CITY OF SWARTZ CREEK
VIRTUAL (ELECTRONIC) MEETING RULES AND PROCEDURES**

In order to conduct an effective, open, accessible, and professional meeting, the following protocols shall apply. These protocols are derived from the standard practices of Swartz Creek public meetings, Roberts Rules of Order, the City Council General Operating Procedures, and other public board & commission procedures. These procedures are adopted to govern participation by staff, councilpersons and members of the public in all City meetings held electronically pursuant to PA 228 of 2020. Note that these protocols do not replace or eliminate established procedures or practices. Their purpose is to augment standing expectations so that practices can be adapted to a virtual meeting format.

The following shall apply to virtual meetings of the city's public bodies that are held in accordance with the Open Meetings Act.

1. Meetings of the City Council, Planning Commission, Zoning Board of Appeals, Downtown Development Authority, Park Board, or committees thereunder may meet electronically or permit electronic participation in such meetings insofar as (1) the Michigan Department of Health and Human Services restricts the number of persons who can gather indoors due to the COVID-19 pandemic; (2) there is in place a statewide or local state of emergency or state of disaster declared pursuant to law or charter by the governor or other person authorized to declare a state of emergency or disaster.
2. All meetings held hereunder must provide for two-way communication so that members of the public body can hear and respond to members of the general public, and vice versa.
3. Members of the public body who participate remotely must announce at the outset of the meeting that he/she is in fact attending the meeting remotely and by further identifying the specific physical location (by county, township, village and state) where he/she is located. The meeting minutes must include this information.
4. Notice of any meeting held electronically must be posted at the City Offices at least 18 hours before the meeting begins and must clearly explain the following:
 - (a) why the public body is meeting electronically;
 - (b) how members of the public may participate in the meeting electronically, including the specific telephone number, internet address or similar log-in information needed to participate in the meeting;
 - (c) how members of the public may contact members of the public body to provide input or ask questions on any business that will come before the public body at the meeting;
 - (d) how persons with disabilities may participate in the meeting.
5. The notice identified above must also be posted on the City's website homepage or on a separate webpage dedicated to public notices for non-regularly scheduled or electronic

public meetings that is accessible through a prominent and conspicuous link on the website's homepage that clearly describes the meeting's purpose.

6. The City must also post on the City website an agenda of the meeting at least 2 hours before the meeting begins.
7. Members of the public may offer comment only when the Chair recognizes them and under rules established by the City.
8. Members of the public who participate in a meeting held electronically may be excluded from participation in a closed session that is convened and held in compliance with the Open Meetings Act.

MAINTAINING ORDER

Public body members and all individuals participating shall preserve order and shall do nothing to interrupt or delay the proceedings of public body.

All speakers shall identify themselves prior to each comment that follows another speaker, and they shall also indicate termination of their comment. For example, "Adam Zettel speaking. There were no new water main breaks to report last month. That is all."

Any participants found to disrupt a meeting shall be promptly removed by the city clerk or by order of the Mayor. Profanity in visual or auditory form is prohibited.

The public body members, participating staff, and recognized staff/consultants/presenters shall be the only participants not muted by default. All other members must request to speak by raising their digital hand on the virtual application or by dialing *9 on their phone, if applicable.

MOTIONS & RESOLUTIONS

All Motions and Resolutions, whenever possible, shall be pre-written and in the positive, meaning yes is approved and no is defeated. All motions shall require support. A public body member who reads/moves for a motion may oppose, argue against or vote no on the motion.

PUBLIC ADDRESS OF COUNCIL

The public shall be allowed to address a public body under the following conditions:

1. Each person who wishes to address the public body will be first recognized by the Mayor or Chair and requested to state his / her name and address. This applies to staff, petitioners, consultants, and similar participants.
2. Individuals shall seek to be recognized by raising their digital hand as appropriate on the digital application.
3. Petitioners are encouraged to appropriately identify their digital presence so they can be easily recognized during business. If you intend to call in only, please notify the clerk in advance of your phone number.

4. The city clerk shall unmute participants and the members of the public based upon the direction of the mayor or chair. Participants not recognized for this purpose shall be muted by default, including staff, petitioners, and consultants.
5. Individuals shall be allowed five (5) minutes to address the public body, unless special permission is otherwise requested and granted by the Mayor or Chair.
6. There shall be no questioning of speakers by the audience; however, the public body, upon recognition of the Mayor or Chair, may question the speaker.
7. No one shall be allowed to address the public body more than once unless special permission is requested, and granted by the Mayor or Chair.
8. One spokesperson for a group attending together will be allowed five (5) minutes to address the public body unless special permission has been requested and granted by the Mayor or Chair.
9. Those addressing the public body shall refrain from being repetitive of information already presented.
10. All comments and / or questions shall be directed to and through the Mayor or Chair.
11. Public comments (those not on the agenda as speakers, petitioners, staff, and consultants) are reserved for the two "Public Comment" sections of the agenda and public hearings.

VOTING RECORD OF PUBLIC BODIES

All motions, ordinances, and resolutions shall be taken by "YES" and "NO" voice vote and the vote of each member entered upon the journal.

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

Regular Council Meeting of Monday, January 12, 2026 - 7:00 P.M.

TO: *Honorable Mayor, Mayor Pro-Tem & Council Members*
FROM: Adam Zettel, City Manager
DATE: January 7, 2026

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

- ✓ **MICHIGAN TAX TRIBUNAL APPEALS** (*No Change of Status*)
The timeframe for appeals is open. As of writing, we do not have any. Generally, values have been increasing at a rate that is obviously in excess of our taxable value rate adjustments. However, this may be slowing down, and business may look to explore appeals again.
- ✓ **STREETS** (*See Individual Category*)
 - ✓ **2025-2027 TRAFFIC IMPROVEMENT PROGRAM (TIP)** (*Business Item x2*)
We continue to work with the Genesee County Metropolitan Planning Commission (GCMPC) to assess if alternate timelines for our projects are in order due to MDOT work related to I-69. We desired to do Elms Road in 2027 despite the detour. We also sought to schedule all of the Miller Road phases for 2028 construction.

The GCMPC has been able to deliver on the timeline, but there is a catch. I am including their proposed schedule. For reference “PE” stands for preliminary engineering, which is the creation of plans. This process usually occurs one year prior to construction in order to get MDOT approvals for bidding. “CON” stands for construction. “AC” stands for advanced construction, and “ACC” stands for advance construction conversion and represents the subsequent payment for advanced construction.

As the table shows, they are able to achieve our timeline. However, most of the funding for much of Miller Road is delayed, which may strain our resources. As you can see from their schedule, they are not able to reallocate most of the Miller Road funds from 2029 to 2028, which means that we will need to construct all sections with our local funds. We will get \$351,081 in federal funds in 2028, but we will need to wait until 2029 to get the remaining \$1,959,914. This may require short term borrowing, which I suspect would NOT be a problem. We have engaged in similar borrowing before with Chase and could likely do so with Dort.

We do have some options. If we move all projects to 2029, most of the federal funds will be there. However, they cannot advance the \$351,018 for the Tallmadge to Dye section, so we would lose these funds. I do not recommend this.

Another option is to split Miller Road into different years, conducting only the Tallmadge to Dye section in 2028 and all other work in 2029. The upside here is that we would not need to borrow money, resulting in savings in the range of \$50,000 - \$100,000. However, splitting the project will add yet another year to the traffic disruptions, it will require another full season of construction observation work, it will also require our

engineers to create and conduct an additional design and bidding process, and it will result in some loss of economies of scale for the construction (e.g. two years of mobilization, reduced quantities for two projects, etc.). Financially, I think this last option is probably a break-even or possible loser as it compares to potential interests and borrowing costs.

With all that said, I think the proposed construction and funding table is optimal for our circumstances. We can work with whatever timeline the council prefers, but I do think this option is the least disruptive to residents and the most fiscally efficient. In accordance with the request of the GCMPC staff, I am including a resolution to acknowledge this timeline.

If the council is agreeable to this timeframe, then we need to prepare for the 2027 Elms Road project. Since external governmental reviews can take many months, I recommend we commence with engineering as soon as possible to be able to let the project for bid in late 2026.

I am including a preliminary engineering proposal from OHM. Their proposal is substantially lower than usual as a percentage of the project for a couple reasons. The first is that the project is likely to occur completely within the established roadway without grade changes (no sidewalks, new curb, drainage, etc.). The second is because this road should have useful as-built plans from the last federal project, about 15 years ago.

In addition, we require a third party to act to perform Mitigation Services for project engineering. This is a requirement when spending federal funds that essentially puts a separate engineer in the role of monitoring the primary engineer to ensure proper design and construction observation services. I am including a proposal from JW CivilWorks, LLC at the recommendation of our planner. I met with Mr. White and find him and the proposal to be suitable for the role.

I am including a resolution to approve both services as part of the same engineering package. The total price is expected to be \$44,278, with \$30,622 being covered by awarded funds. If desired, I can separate these prior to the meeting with notice. In addition, the city can forego mitigation services if a separate consultant is selected to perform construction observation services. However, I am not comfortable with this. I find the practice to be akin to hiring one architect to design a building and another to observe its construction. I do not think this practice is efficient.

The previous report follows.

As noted, Miller Road and Elms Road are facing partial or full closures in 2026 for unknown durations. In addition, Miller Road is to be the official I-69 detour for Bristol Road exit users in 2027, which is significant. These circumstances make rehabilitation of the concrete section of Miller Road impossible in 2026 and 2027. It makes asphalt work on Elms unlikely in 2026. Most important, it will place an extremely heavy burden increased general and truck traffic on the asphalt section of Miller (I-69 to Dye) in 2027.

The primary implication is that Miller Road (Tallmadge to Dye) cannot be rehabilitated until 2028 or later, AFTER being used as a detour for some of the region's most heavy truck traffic. This may degrade the road surface and base beyond what our project plans (and budget) can accommodate.

As an alternative, we are attempting to see if we can expedite preliminary engineering, MDOT review, and bidding to enable the asphalt section of Miller (Tallmadge to Dye) to be completed in 2026 during the overpass closure period. This will ensure we are addressing the surface deterioration timely. The downside is that the detour traffic will be driving on our new surface. However, we believe this is a better option than attempting to withstand the detour of traffic on a failing road.

This scenario is unlikely. We will probably be resurfacing the road in 2028 or 2029 and will need to address any additional deterioration as best as we can. The previous report follows.

We have tentative funding for Miller, Morrish to Dye, as well as Elms Road. These two streets are divided into four separate projects for the Genesee County Traffic Improvement Program as noted below.

The concrete section of Miller Road is proposed to be funded at 80% as a rehabilitation project. However, the other three segments have PASER 5 funds, and these funds are proposed to be limited. This limit is currently set at \$55/lane foot, and funding is set to be only 80% of that, but this could change.

The good news is that federal funds are available for all projects. The bad news is that the local match for all projects is over \$2.1M. As of writing, we have new numbers in from OHM that reduce the projects down to very basic mill and resurfacing projects. This substantially reduces the overall price and cuts our local match from \$2,142,772 in the original breakdown to \$1,344,070 as follows, a savings of about \$800,000:

Section	Repair Type	Beginning	End	Year*	Total Cost	Federal	Local
Miller	Concrete Repair	East Springpoint of Elms	475' East of Tallmadge	2027 (2028)	\$668,502	\$534,802	\$133,700
Elms	Asphalt Resurfacing	South City Limits	North City Limits	2029 (2027)	\$730,313	\$470,800	\$259,513
Miller	Asphalt Resurfacing	Morrish	Elms	2027 (2028)	\$1,287,581	\$747,384	\$540,197
Miller	Asphalt Resurfacing	Tallmadge	Dye	2029 (2028)	\$1,524,916	\$1,114,256	\$410,660

*Years in () are proposed.

\$5,010,014 \$2,867,242 \$1,344,070

Based on these new numbers, there is a path forward by which we can do all of the work. However, I was hoping to get the local match below \$1M. Note that the projects have substantially reduced estimates for the typical level of curb, sidewalk, grading, and undercutting work. As priced, we are looking at projects that are more similar in nature to the quick and easy Seymour Road resurfacing than the more involved Miller Road

rehabilitation. However, given the condition of the streets at this point, I find such an investment to still be very much worth it with the matching funds.

We will plan to proceed with all four streets. The big question we will be working on with the GCMPC and OHM is related to the phasing. We need to set a tentative plan to get all the work done in a three year window. Doing all the work at once will save costs on mobilization and will put the work behind us quicker, with fewer interruptions. However, that plan could be a traffic nightmare and may be inflexible should we need more time to set funds aside. We are likely to break this project into two phases, perhaps the concrete first, followed by all paving in a subsequent season.

After meeting with GCMPC on January 16th, they intend to break the project into two phases with 2027 and 2029 being the construction years. This is later than we would like, but this is probably the best that can be arranged. We are trying to line up the asphalt phases of Miller Road first since those are the most time sensitive repairs in order to prevent more costly decay. Note that a project occurring in 2026 is nearly impossible at this point because of the nine month delay with governmental agency reviews for engineered projects.

✓ **STREET PROJECT UPDATES (Update)**

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

Our major street asset management plan reconstructions are generally complete, which has taken nearly a decade.

We applied for MDOT funds to help support Civic, Frederick, and School Street work. This opportunity was NOT awarded. Based on our current situation, it is not clear that we can proceed with these projects in 2026. We will look to finalize the 2025 expenses and compare this to the existing street fund reserves and revenues. As noted, state revenues will increase, but we may not actually see these funds until early in our 2027 fiscal year (July or August of 2026).

Crack fill pricing is approved for 2026, and we plan to cover the entire city.

✓ **I-69 MDOT WORK (No Change of Status)**

I-69 is open fully to traffic now until spring.

It appears MDOT is going to be with us until the end of 2027. We have been asking direct, specific questions and getting general, broad answers. We have not been directly informed of any of the project plans, timelines, or closures. However, they indicate that they will include the city in the pre-construction meeting in the spring.

We did meet with the Davison office on October 27th, but many details are still unknown, even to their staff. Here is what we know.

-2025 work should conclude by December and includes construction of the temporary median crossover. This is going to provide one lane of traffic in each direction when in use. This will be in place for at least two years.

-The scope of work includes various levels of restoration of all bridges from Elms to I-75. This does include the Elms and Miller overpasses

-Their plans show complete closures of Elms and Miller Roads at the overpasses in 2026. However, they are not sure if they will be able to maintain one lane of traffic or not. The approximate date of closure and duration are not known.

-Closures of some of the Morrish and Miller interchanges are proposed for 2026. It appears this includes all east-bound Miller traffic and east-bound Morrish on-ramp only. The approximate date and duration is not known.

-The Bristol Road interchange is to be closed for some or most of 2027, with all traffic being directed to the Miller Road ramps in the city.

-No ramp surfacing, highway surfacing, or expansions are proposed.

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

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

Dependable Sewer completed the second year of the eight-year cleaning and televising program. This included about 17,000 lineal feet of pipe, and no notable issues were detected that require follow-up maintenance.

The following work is approved for 2026.

2026 Sewer Cleaning and Televising

Sewer Section	Footage
Otterburn Heights	
Jennie Ln	1657
Yarmy Dr.	1079
Abbey Ln.	872
	Total 3608
Bristol Rd. 7335 West to Elms	3587
	Total 3587
Parkridge	
Parkridge to Elms	2461
Hickory to Parkridge	426
Birch to Parkridge	417
Mountain Ash to Parkridge	412
Red Oak to Parkridge	403
Locust to Parkridge	403
Silver Maple to Parkridge	343

					Total	4865
East Entrance to Kroger						277
					Total	277
Springbrook East						
Alex Marin to Russell						393
Lindsey to Russell						558
Russell from Alex Marin to Kroger Dr.						716
7260 Lindsey to Russell						860
Kroger Dr. to Miller Rd.						506
Maya to Miller						1378
Maplecrest Circle						186
					Total	4597
					2026 Total	16934

Based upon the approved pricing of the three-year agreement, I estimate that the work will cost around \$80,000 for cleaning, televising, root cutting, and mobilization. Staff did include additional provisions for traffic control, which include a benchmark of MDOT standards. I am including a map for reference and a resolution to affirm the work.

The city continues updates to our GIS (Geographic Information System or mapping system). DLZ has been retained to do some repairs on our GIS map and to update the related data fields with existing information. They will also be updating the data regularly as new inspection and/or repair data is made available.

See the January 13, 2025 report for historic and conceptual details regarding the city's eight year inspection program.

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

OHM is working on the water plans and studies that are required by EGLE and the EPA. These include the Water Reliability Study (WRS), General Plan, Asset Management Plan (AMP), Emergency Response Plan (ERP), and Risk and Resilience Assessment (RRA).

Hydrant flow testing was done on the week of September 29th.

✓ **SEWER ASSET MANAGEMENT PLAN (No Change of Status)**

DLZ is working to update our sewer district map and 20 year asset management plan. They are analyzing our GIS maps to better complete a redistricting of our system and to make a determination of theoretical flows based upon changes to the system since the last districting process.

Concerning the flow monitoring that is required to understand our non-theoretical capacities, we requested that Genesee County include three such meters within their region-wide bidding process. The bids are in, and our annual cost (for 3-5 years) is estimated to be under \$30,000. I am awaiting an official statement from the county. We expect that we will need to formally acknowledge the bids and our participation with a

future resolution. This will enable the city to proceed with meter installation and data control as a customer of the contractor.

This arrangement shall help us streamline the process and save money as we monitor sewer in the coming years. We expect these meters to be about half the cost of our initial estimate.

For complete details on this topic, see the June 23, 2025 report.

✓ **SEWER INFLOW MITIGATION (No Change of Status)**

We may pause proceeding with the program as it relates to financially supported footing drain disconnects. At the last Water and Wastewater Advisory meeting, we learned that the treatment costs and penalties relating to the 2025 storm events would likely only amount to \$1,000 to \$6,000 in charges to the city.

The good news is that this level of charges/penalties is extremely small. The other ramification is that, with footing drain disconnects estimated to average around \$10,000 each, it is difficult to justify a program that actively funds the disconnection of these from the system. We will spend the winter months working with the county to explore more options. See the October 27, 2025 packet for greater details on the purpose and methods of our potential program.

✓ **HYDRANTS (No Change of Status)**

The contractor indicates that they have completed work and have submitted a bill for 300 hydrants. We obviously take issue with this. Our DPW has audited the work, and we have dozens of missed hydrants, pre-mature rusting, and other issues. Rob is liaising with them to see where we go from here. I can say that we have no intention of paying full price for the work that has been completed.

As of writing, it appears that at least 200 hydrants are acceptable. We issued a check for 50% payment for work completed in good faith. We will expect correction of deficient work. However, the contractor is not responding to our requests to complete the project. If we do not hear from them, we will assume an end to our business and look to complete the project with another contractor or city staff.

✓ **GENESEE COUNTY WATER & SEWER MATTERS (No Change of Status)**

We will not be getting any water or sewer rate increases from the county in 2026. However, early indications are that sewer rates will go up in January of 2027. This rate jump will likely be substantial because the county passes five-year rates as a standard practice. This results in front-loaded budget surpluses in the early years and deficits in the later years for the county. The upside is stability. The downside is that we experience larger incremental increases.

I am hopeful that, depending on our findings with our sewer inspection program, we will be able to absorb much of this increase into our existing budget, which is functioning well in the black.

The county also informed us that state legislation for water affordability is back in the Senate. I strongly oppose this legislation, which we have reviewed in the past. In short,

the legislation would prohibit water shut offs and fee recovery assessments in incidents of non-payment OR it would require the city to charge between \$1.25 to \$3.00 per account per month so the state could redistribute those funds to users that qualify for assistance. This scenario also greatly limits, if not practically eliminates, water shut offs as well.

Our staff and most municipalities are strongly opposed because this state program would use local units to collect funds as the state directs to support wealth redistribution between customers and between municipalities. It also would greatly limit, if not prohibit, collection of overdue accounts through assessment or shut off, which we believe would ultimately destroy the long-term solvency of our water utility.

I have detailed this legislation and its impact in previous reports. If movement continues, I recommend we revisit this. For the time being, my understanding is that the House is not likely to pass this.

The previous report follows.

Work is complete on a new section of water main that will connect Elms/Maple to Hill, and on to Morrish. This will provide some additional redundancy for the system. Water main is being installed on Elms, between Maple and Hill. Connection down Hill to Seymour is expected next year. I am making inquiries to the county to see if this is something we need to plan for. It does not appear that a connection is imminent.

These two connections will greatly increase reliability in the city, especially on our extreme west end, where we have a pronounced need for a second feed from either Clayton or Gaines. As a side note, this could encourage some new development south of the city, which is common to experience when utilities are extended during strong economic periods.

See prior reports (May 28, 2024) for updates on PFAS. At a meeting of the WWS Advisory Committee in December, it was again stressed that there is not a good solution for PFAS effluence. The county may be forced to devise a plan for incineration as land application and landfill disposal becomes more problematic. This could result in future added costs.

It was affirmed during the GCDC-WWS budget meeting in December that there is no rate increase planned for our bulk water.

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

Another privately owned lot is having a new home built. The water service could not be located, so the city provided one at our expense.

The city also has two more lots that were acquired through the tax reversion process. There is interest by the builder to proceed with acquisition and construction. In addition, the association manager reached out about permitted designs and builders for the subdivision. There could be renewed interest in some building. This would finally clear us of the subdivision and put the association in a better position to build membership and dues for their operations.

Though the city cannot retain funds in addition to expenses for these lots, we are still expected to sell them at market value. Listings in Heritage for vacant units are \$10,000-\$12,000, and none of them are moving. I propose a price of \$10,000 for each lot. If there is no objection, I will bring this back to the council for the first step of the sale process.

✓ **NEWSLETTER (Update)**

The winter newsletter will go imminently. Let me know what you think and if you have future content recommendations!

✓ **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. Many of these briefs are covered in more detail elsewhere in this report

1. **We met with the owner of the Raceway and the Genesee Economic Alliance on December 3rd** to explore the potential of the site for reuse. There is potential for economic development funds from third parties to be used to prepare the site for future uses. This might include further environmental, topographical, or planning studies.
2. **(Update) Street repair in 2026.** Local street work in 2026-2028 will be limited due to advancement of the above projects. However, TIP funds are still pending for Miller (Morrish to Dye) and Elms. As we assess the budget, we will look to perform rehabilitation of the rest of School, Frederick, and other local streets in the street plan.
3. The **Brewer Condos** project is expected to submit an incentive application to complete the remaining twelve units.
4. The current phase of **Springbrook East is substantially complete.** We created a punch list for the infrastructure improvements, which the owner has nearly completed. The next step is to proceed with formal street dedication. I expected this in January, but the owner was in a tragic accident, which slowed the process. Things are moving again, but not in time to get this before the council in April to accept the streets, water, sewer, and storm. **There has been a sale of this project's future phases and real estate.** It appears JW Morgan and another partner are in control of future phases.
5. The **southwest corner of Elms & Miller** was seeing some increased activity. We met with the owner and an architect yet again in January. Though there is nothing imminent, there is enough interest to make me believe we may see something in 2025.
6. **Park Projects.** Projects currently include an active grant award for Otterburn (2026 construction is on track). Abrams forestry is done and the grant now closed. Bike racks are installed downtown and available for various areas at Abrams and Elms. Elms Park pickleball nets are in. A replacement sign at Abrams is now in. Genesee County Park Ranger concluded patrols at Elms Park at the end of September and will not recommence in 2026. Additional historical signs are awaiting availability of the historical society to furnish content. Irrigation is installed for the Abrams butterfly garden.
7. **New Businesses.** Café Brulee has opened on the corner of Dye and Miller and is embracing the bike path! The former Tech Building on Holland Drive is for sale

and may have a local buyer. The downtown bookstore has window signs up! The property across from Gil-Roys has a new owner, with a potential food market store moving into the former Rite-Aid and offices for Gordon Food Service occupying the west end. The industrial land south of the old elevator is listed for sale.

8. **Mundy Megasite (Advanced Manufacturing District).** The potential user, Sandisc, has withdrawn interest in the site. However, the Genesee Economic Alliance maintains efforts to find a user and continues to present their offer to purchase Morrish Elementary for \$40,000,000. They did a preliminary study that indicates this should be sufficient to replace the school with a larger and more functional site. The school board is considering this.
9. **(Update) The Holland Square** pergola has local design approval and the state crowdfunding approval should be here any day. Once formally authorized, Greg will conduct fundraising. We also have approved budget contributions to support this from the DDA and general fund. Please see the complete report below.
10. **(Update) Wayfinding & Branding Signs** are going in at various locations as old signs depreciate and budget permits. With the sad state of the gateway sign at Seymour and Miller becoming an issue, I will see if the general fund can support replacement with a mid-year budget adjustment. The DDA and council can liaise on if, when, and how to proceed with future installations of new signs.
11. The DDA considered a **Social District about two years ago**. There is renewed interest in exploring this. No recommendations have been made, but I would not be surprised if this was back on DDA agenda's this spring or summer. With the potential for another tavern coming, the city has the ability to designate a commons area in the community.
12. **(Update) The Cage Fieldhouse** right of way work is done, but we are requiring additional work to smooth the asphalt and to correct some concrete work. As of writing, this has been completed but is not to standards. We will seek funds from the school to correct the work in the spring. In addition, the land to the north is being marketed for commercial use, and the broker seeks to work with the school to combine their drive with a future drive that is shared and aligns with Meijer. This would be a very desirable improvement.
13. **(Update) Old Methodist Church** had an asbestos/lead survey completed as part of the MEDC RRC program. We now have a bid spec to clear out asbestos, and will work with the DDA to consider funding removal. Two potential users looked at the site in the last thirty days. Over the summer, we had a number of folks inspect the site, but we did not get a submission of a proposal by our July deadline. We are pursuing some other avenues to garner interest and lower barriers to use.

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

The state provided \$9,685 for industrial hygiene services for the church. This includes an asbestos and lead survey, as well as services to create bid specifications for procurement of remediation services. We are very pleased that this is available to us as another benefit of our RRC MEDC affiliation. The survey indicates commonly found asbestos and some lead paint. We are having the contractor develop bid specs and pricing for the DDA to consider for removal. I expect this to be \$30,000-\$50,000.

The previous report follows.

The RFQ for the old Methodist Church has come and gone without a submission. This has been broadcast all over the state, shared with trade groups, and delivered to known local and regional interests. This is not good news, but there may be assistance that can still be offered by the state to reduce real and perceived barriers to use. For example, funds may be able to cover the analysis and/or removal of lead and asbestos onsite, which makes many users worried when considering such a project.

The DDA is expected to consider this matter strongly this winter. I expect them to choose a direction that commits to preservation of the structure or to move quickly to a demolition. What we wish to avoid is a middle approach which may still result in significant expenses over a period of time, without a commitment to preservation and use, which may still result in a wrecking ball. The previous report follows.

The DDA completed the purchase of the Methodist Church on Morrish. They made this acquisition as a means to create more likely opportunities for the building's preservation and reuse for recreation, hospitality, or culture. We requested MEDC assistance through the RRC program to create a Request for Qualifications for reuse of the site.

The DDA continues to market the site to potential users and request statements from interested parties that include a conceptual use, business plans, and qualifications. The DDA hopes to proceed to select one or more parties to negotiate a plan and transaction.

The DDA is also taking the lead on Holland Square, which is a candidate for a future crowdfunding program. Please see the dedicated section below.

✓ **CDBG (No Change of Status)**

Our agreement to spend CDBG funds on the Pajtas Amphitheater ADA drop-off has been approved. We are working with the Swartz Creek Fine Arts Association to develop a design and bid to complete the work in 2026.

✓ **OTTERBURN PARK (*Update*)**

As of writing, the state DNR has finalized our grant agreement, and our engineer has submitted plans and bid documents for final review. I am told we should have federal government approval in a couple of weeks and will be able to bid this month. The previous report follows.

With the state budget approved, the DNR indicates that funds are now officially obligated for the Trust Fund grant, in the amount of \$290,000! We are awaiting final state signatures on this grant agreement. Apparently, our HUD grant (administered through Genesee County Parks) is still pending. This is keeping us from bidding. Otherwise, we are ready to go. I am including the current plans and pricing.

The water service and sewer services have been installed.

The project now includes a pavilion, restrooms, a path, bike station, gates, sign, and ADA parking. The estimated total cost is close to \$600,000. Our grants include \$283,000 from HUD and \$290,000 from the DNR, in addition to donations. This concept includes all original work items, excluding the disc golf and sledding hill (now complete), as well as a secondary pavilion on the far north side of the site, which is not affordable.

✓ **WAYFINDING PROJECT (Update)**

With the need for a new gateway sign at Seymour and Miller becoming more demanding, I will look to see if there are funds in the budget this spring that could be directed to replacing this with a sign that aligns with our new models. The previous report follows.

Trail head signs and trail wayfinding signs are in, with the exception of Otterburn. For this sign, we await the balance of the Otterburn improvements! As noted, we could not place the sign at Elms and Miller where we desired due to a very large amount of underground utilities. This has resulted in a less desirable placement. We looked into other nearby locations, but the ground is absolutely saturated with telecom, fiber, and power.

The Abrams Park primary sign has been installed as well. The Hill Road gateway sign was replaced with the new model after being struck by a vehicle. The next candidate is the red sign on Seymour and Miller. That sign is definitely at the end of its life (this will require some future budgeted funds).

✓ **SOCIAL DISTRICT (No Change of Status)**

The DDA had a discussion about the potential for a social district in the downtown area. There is some potential for this to have a positive impact by attracting events and visitors to encourage commerce and desirable activities in the community. There is also the potential for this to generate undesirable nonsense, bad behavior, litter, etc. The DDA did not act on this. They intend to independently consider how a district might impact the community, be received by the residents, and support businesses. See the April 8, 2024 packet for more details.

✓ **HOLLAND SQUARE CROWDFUNDING PROJECT (Update)**

The crowdfunding projects for the next phase, statewide, ARE funded now! We expect to proceed with fundraising in January. Greg will be working on marketing and outreach for this endeavor. The previous report follows.

Holland Square was granted concept approval by the city council. This includes the budget, design, lighting/sound scope, and Dort Financial naming rights. See the September 22nd meeting packet for details.

Greg will work on fundraising for the remainder of the budget. This will include leveraging funds from the MEDC crowdfunding campaign, Public Space & Community Places. This program offers a \$1 for \$1 match for select projects and was used to good effect with Cosmos.

✓ **SPRINGBROOK STREET DEDICATION INQUIRY (No Change of Status)**

Resurfacing of Crosscreek Drive has occurred. Our engineer conducted many inspections, recommended specific repairs, and documented the works. The HOA was great to work with and altered their plans during construction to ensure road base issues were addressed.

The previous report follows.

The HOA was not able to meet on May 13th as planned, but was able to convene on May 20 to discuss next steps. It sounds like they are desirous of taking formal steps to consider city ownership of the streets. I recommended that they send a written request to the city council, signed by the homeowners association, that indicates their conceptual terms and conditions for such a potential transfer. The council can then review this and decide if and how to proceed. The previous report follows:

I met with the HOA street committee on February 24th and March 24th along with Councilmember Spillane. The group is proceeding with rehabilitation of Cross Creek, using the best practices recommended by our engineer. They are also interested in continued in-kind services during final planning and construction to ensure project quality. If the city is still open to taking these streets, I recommend this support be given to ensure the assets are optimized.

Beyond their 2025 work, there is still much discussion, and I do not see this moving forward very quickly. They have a lot of questions about winter maintenance, solicitation control, sidewalks, and costs. The previous report follows.

The HOA completed three cores on Cross Creek Drive to better understand the pavement cross section that is there. It appears the road is generally built of 10" thick asphalt on clay instead of 5" asphalt on 10" of aggregate. Leadership from the HOA met with our engineers and staff to go over the implications of this finding on January 21st.

For the time being, they are taking the informal advice of our engineers and adjusting some of their plans for the 2025-2026 construction years. Though there is not any further movement towards a potential street transfer, they appear to be proceeding with street maintenance and rehabilitation in a manner that would meet city standards.

I expect to be meeting with the group regularly moving forward. See the October 14, 2024 report for all the details of this request, as well as a historical and contextual narrative.

✓ **GENESEE COUNTY FORECLOSURES (Update)**

I have a letter of final disposition for the Carriage Commons condo units and Wade Street. It appears the two condos have sold to a private buyer, and Wade Street has gone to the Land Bank. I will begin working with the Land Bank regarding options for that property.

The Morrish Road property had some procedural issues to navigate and was pulled from the 2025 process. It may return for 2026.

✓ **PARKRIDGE DRIVEWAYS (No Change of Status)**

Since issuance of tickets, we have had one more owner comply. The previous report follows.

We are seeking injunctive relief on two properties with drives that were improperly installed. The owners are not working with the city in any way. Our attorney informed us that the appropriate 'look-back' time for enforcement is two years. The previous report follows.

We have gotten compliance from most property owners, with more choosing to work with us each day. However, it appears to have two that choose to ignore the issue or otherwise refuse to cooperate. We have sent out final notice letters that could require court action. At this point, we will work with the city attorney to proceed with a request for injunctive relief. See the September 22, 2025 packet for full details.

✓ **CROSS CONNECTION PROGRAM (Update)**

We met with our provider on December 11th. They propose we invoke the one-year extension in our existing agreements (residential and non-residential) to cover the 2026 calendar year. This allows for continuation of services as scoped with a 4% increase. I attempted to negotiate an increase of 2.7%, which coincides with our Michigan Department of Treasury inflationary adjustment rate for the year. However, since the increase proposed is based on the 2024 price, the provider believes that a 4% increase that covers a two-year period is fair. I concur.

As such, the agreements will automatically extend with a 4% increase to the original pricing. I am including the agreements in the packet, and there is no further action required. If the council wishes to terminate these agreements, we can do so and seek other providers.

The previous report follows.

A cross-connection is a physical link in a plumbing system where the potable water supply is connected to a source of potential contamination. Industrial examples can include connections to boilers, food processing equipment, or chemical storage tanks. Residential examples can include a garden hose or an irrigation system.

This connection creates a risk of contamination entering the drinking water through backflow, which can happen when water flows backward due to pressure changes. Examples include connecting a garden hose to a water source while the other end is in a puddle or using an unprotected hose to fill a swimming pool.

The State of Michigan EGLE requires water distribution system operators to maintain a service list of all customers and to inspect those customers at various frequencies depending on the circumstances. Elimination of unmitigated cross connections is required to remain on the potable system.

Our cross connection agreements are expiring in the coming months. These agreements, with HydroCorp, enable private inspectors to enter industrial/commercial buildings for annual inspections and residential dwellings for one-year to ten-year inspections (as determined by the types of connections in the dwelling).

As of the end of 2025, we have about 77% of all residential units in compliance (1531 out of 1976). We inspect about 180 units per year. There are 151 that have not been sent initial inspection letters, and a number have not allowed entry or reentry. Our community has not engaged in shut-offs to compel compliance, though this may be required by EGLE at some point.

We inspect about 34 commercial/industrial accounts per year on a five year rotation. This number may need to increase in 2027.

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

There is still a DDA vacancy that does not yet have a candidate. The Mayor is considering options.

✓ **METRO PD BUDGET AND UPDATES** (*Update*)

Metro Police continues with labor negotiations for a likely three-year contract with officers and command staff. Metro held meetings on December 9th and December 17th on these matters. The agreements and budget were not approved on the 9th. The board approved a budget on December 17th, but there is no official recognition of any bargaining agreements at this time.

I expect the budget to demand an increase of 5%+ from the city and township.

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

✓ **MONTHLY REPORTS** (*Update*)

Monthly reports are included.

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

✓ **PLANNING COMMISSION** (*Update*)

The Planning Commission met on November 4, 2025. They went over the off street parking, loading and unloading sections of the zoning ordinance as a form of training. There was not a December meeting, and their next meeting is scheduled for February 3, 2026.

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

The DDA met on December 11th. They approved their initial \$10,000 contribution to the Holland Square pergola crowdfunding campaign and a total contribution of \$210,102. Their next regular meeting is scheduled for February 12, 2026. I expect to get an application for incentives for the Brewer Townhomes soon, and the board will likely need to consider the potential bidding of remediation work for the church.

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

There was a use variance to consider permitting first floor residential at 7538 Miller Road in the Central Business District. This was deliberated at the July 16, 2025 meeting, and the ZBA denied the request. Notice has been sent to the petitioner.

✓ **PARKS AND RECREATION COMMISSION** (*Business Item*)

The Park Board is due to meet on December 16 to consider proposed changes to the Abrams Park gardens. They heard a presentation and reviewed documents submitted by the Friends of Abrams Park. After some deliberation, they recommend that the amended garden master plan be approved by the city council. It is expected that the approval is under similar conditions as the original acceptance of the donation, including commencement only after all funds and resources are gathered, as well as final approval of specific features.

I am including the most recent garden master plan materials, park board minutes, and a resolution.

✓ **BOARD OF REVIEW (Update)**

The December 9 Board of Review meeting went well. There was only one item which was a taxable value recapping.

All of the BOR members need to have training prior to the March meeting. They went to the training in St. Johns on 1/8/2026.

Belinda Wright should make a good addition to the BOR when she gets the training.

Dates for all of the 2026 meetings were discussed.

✓ **CLERK'S OFFICE/ELECTION UPDATE (Kraft) (No Change of Status)**

- Routine duties include record management, publications, FOIA requests, human resources, ordinance codification, payroll approval, solicitation permits, recording secretary, maintaining the cemetery registry, helping to maintain the website, Keeper of the City Seal, Board of Review, and everything related to elections.
- As stated above, BOR members attended mandatory training on January 8, 2026. Tammy Parenteau, Ken Brill, Wanda Tyler, Belinda Wright and I have all received the 2026 Board of Review Member Training Certificate of Completion, which is a two (2) year certification and will be good until January 2028.

✓ **DEPARTMENT OF COMMUNITY SERVICES UPDATE (Bincsik) (Update)**

- DPS continues to GPS water and sewer assets.
- DPS continues to update water meter transponders, registers and meters as needed.
- DPS crews are taking down Christmas decorations.
- Over the holidays DPS responded to many small snow and ice events.
- DPS has been out pothole patching. Constant freezing and thawing cycles are bringing us pothole season early.
- DPS has received the new Kubota utility vehicle.

✓ **TREASURER UPDATE (Nichols) (Update)**

Winter tax bills have been mailed and payments are already coming in. The due date for the winter bill is February 17th, since the typical due date of February 14th falls on a Saturday this year and Monday the 16th is a holiday. Routine operations include, but are not limited to, processing payments for utility bills, tax bills, delinquent personal and qualified real taxes, building permits, daily/weekly/monthly journal entries, bank wires, review/approval of accounts payable invoices, issuance of building permits and rental inspection collections, processing payroll, accounting for grants and projects and other financial matters impacting the city.

✓ **ECONOMIC DEVELOPMENT UPDATE (Dietrich) (Update)**

- Holland Sq: MEDC Funding for Partoncity has been funded on December 2nd. We expect to open the link for fundraising the week of December 8th.
- MEDC/Partoncity Funding has been pushed back to late January early February due to restructuring of the MEDC budget,

- ❑ Holland Sq: We applied to the Consumer Energy Foundation for \$50,000 for the Pergola. Our request was denied in December.
- ❑ Holland Sq: We met with the Flint Community Foundation for the initial step in funding for the Pergola. Funding will be made available in February 2026.
- ❑ The Economic Developer met with Sharp Funeral home for a letter of support and a donation for the Pergola. We have yet to hear back from them.
- ❑ Contacted the Flint & Genesee Economic Alliance requesting funding for the Pergola and was declined on November 24th. Our request was denied in December.
- ❑ Request for the letter of support from the Swartz Creek Chamber of Commerce was requested at the end of November.
- ❑ Application for Pergola funding to the Genesee Valley Rotary Club was denied.
- ❑ Invoice was sent to Dort Financial CU for half of the naming rights amount: \$25,000. We should receive funds the week of the 15th.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ POVERTY EXEMPTION GUIDELINES UPDATE (*Business Item*)

The Audit of Minimum Assessing Requirements (AMAR) review has specific requirements for best practice as it relates to numerous policies, procedures, forms, and practices. The city has adopted and updated many of our assessing policies in recent years to remain compliant.

As of January 19, 2021, the state altered their guidance related to the granting of poverty exemptions. The city updated and adopted new poverty exemption guidelines to align with the changes. Presently, and annually, the city is required to update the specific set income levels used to determine qualification on an annual basis, with the last update in December of 2024, which impacted calendar year 2025. Staff has updated the table within the policy that accomplishes this. This is the only proposed change in the policy. I have drafted a resolution that will affect the requested changes.

In addition, there is a standing provision to waive interest and penalties affiliated with untimely submission of a Property Transfer Affidavit. Our assessor finds this too punitive for new homeowners in the event that their closing does not include the form. It is also difficult to administer, track, and recover when weighed with the potential income. This provision aligns with our current practice.

✓ BRIDGE INSPECTIONS (*Update*)

The city is required to inspect bridges every two years. We have used Rowe PSC as our engineering to complete these inspections, with the last inspections being conducted in 2024. We have been notified that the city will not need to conduct our own inspections moving forward because MDOT has created a program to do so. While I do not have information on the timing and manner of future inspections, it appears Rowe has the contract for all local bridge inspections in our region.

Having this service conducted by the state will save the city about \$500 per year.

Council Questions, Inquiries, Requests, Comments, and Notes

Orienteering Course: I am working with Walt to replace these medallions. We appear to be close to getting new material in the ground.

Miller Road Sewer: We are still looking into the status of the short line sewer that services some homes near the Masonic Temple.

Med Star: Kolby will be presenting on the 26th of January.

Flexible Spending Accounts: We are offering health care flexible spending accounts for employees. These accounts are voluntary and contain only contributions from employees. The cost to the city is minimal, but there are beneficial tax benefits for employees that use the accounts to cover deductibles, coinsurance, copays, and medical equipment expenses. This benefit commenced on January 1, 2026, following consultation with our third party healthcare benefit administrator.

Sidewalk Clearing: A sidewalk clearing under the ordinance has occurred once and been billed. A couple residents have contacted us and disputed the ordinance. We continue to operate the program with the same best practices as prior years.

**City of Swartz Creek
RESOLUTIONS**
Regular Council Meeting, Monday, January 12, 2026, 7:00 P.M.

Motion No. 260112-4A

MINUTES – DECEMBER 15, 2025

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, December 15, 2025, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 260112-5A

AGENDA APPROVAL – JANUARY 12, 2026

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of January 12, 2026, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 260112-6A

CITY MANAGER'S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager's Report of January 12, 2026, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 260112-8A

**RESOLUTION TO APPROVE AN AMENDED POVERTY
EXEMPTION POLICY AS PART OF THE MICHIGAN STATE
TAX COMMISSION AUDIT OF MINIMUM ASSESSING
REQUIREMENTS**

Motion by Councilmember: _____

WHEREAS, the Michigan Tax Commission conducts an Audit of Minimum Assessing Requirements (AMAR) of Townships and Cities; and

WHEREAS, the city has adopted various policies and procedures related to these requirements, including a local Poverty Exemption Policy; and

WHEREAS, the State Tax Commission Policy Regarding Requests for Percentage Reductions in Taxable Value for Poverty Exemptions Under MCL 211.7u, has been updated as of December 2025; and

WHEREAS, the city updated and affirmed written guidelines for poverty exemptions in 2023 and must continue to update and affirm specific wage thresholds for the policy.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek adopts the City of Swartz Creek Requirements of Poverty Exemption, as included in the January 12, 2026, city council packet, including the updated set income levels for exemption.

BE IT FURTHER RESOLVED that the City of Swartz Creek hereby waives penalties and interest that is otherwise required to be levied for failure to file a Property Transfer Affidavit under MCL 211.27b.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 260112-8B

**RESOLUTION TO APPROVE DONATION AND
INSTALLATION OF AN AMENDED BUTTERFLY GARDEN
MASTER PLAN FOR ABRAMS PARK**

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek owns, operates, and maintains a system of parks; and

WHEREAS, the City approved a concept plan and phase I installation of a Butterfly Garden as donated by the Friends of Abrams Park group at Abrams Park; and

WHEREAS, the Swartz Creek Park Board and City Council have approved installation of gardens one, two, and three; and

WHEREAS, the FoAP is proposing an amended master plan for the complete garden and hardscape plan in Abrams Park; and

WHEREAS, the Park Board, after deliberation, found the garden master plan concept to align with the interests of the park and conditionally accepted the master plan at their meeting on December 16, 2025.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek City Council hereby accepts the Friends of Abrams Park donation of a Monarch Butterfly Garden Waystation, to be located at Abrams Park, conditioned upon the following:

1. The project shall be overseen by the Director of Public Works and not commence until the ability to ensure project completion is evidenced.

2. The Friends of Abrams Park and/or other volunteers shall maintain the gardens in a reasonable manner, with eventual replacement or removal dependent on the best interests of the city at a future date.
3. The city will own and maintain the garden irrigation system in a reasonable manner, with eventual replacement or removal dependent on the best interests of the city at a future date.
4. Installation of specific phases of the development shall require evidence of sufficient funds/resources and review and approval by the Swartz Creek City Council following a recommendation by the Park Board.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 260112-8C

**RESOLUTION TO APPROVE AN AMENDED SCHEDULE
FOR THE REHABILITATION OF ELMS AND MILLER ROADS
USING FEDERAL FUNDS, INCLUDING ADVANCE
CONSTRUCTION**

Motion by Councilmember: _____

WHEREAS, the city receives federal street funds from the State of Michigan, as awarded by the Genesee County Metropolitan Planning Commission, for the purpose of rehabilitating and reconstruction of eligible major streets, and;

WHEREAS, the city was awarded funds for the rehabilitation of Elms Road (Miller to north city limit), Miller Road (Morrish to Elms), Miller Road (Elms to Tallmadge concrete), and Miller Road (Tallmadge to Dye), and;

WHEREAS, circumstances related to the MDOT bridge work on I-69 have complicated the proposed schedule for completing such work as originally scheduled by the MPO, and;

WHEREAS, the GCMPC has conducted some internal rearranging of their funding and construction schedule in order to provide the city with an alternate funding and construction table for the awarded projects, and;

WHEREAS, the City Council finds the new table to be in the best interest of the community.

NOW THEREFORE, BE IT RESOLVED the City of Swartz Creek agrees with the GCMPC's suggestion to move all preliminary engineering phases for the three Miller Rd projects to FY 2027 and to move all the construction phases for the three (3) Miller Rd projects to FY 2028 with an Advance Construction Conversion for the three (3) Miller Rd projects in FY 2029 so that these projects can be bid together. The city also agrees to move the preliminary engineering phase of their Elms Rd project to 2026 with their construction phase of the Elms Rd project in 2027.

Second by Councilmember: _____

Voting For: _____
Voting Against: _____

Resolution No. 260112-8D

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES
FOR FINAL PRELIMINARY DESIGN AND MITIGATION OF
ELMS ROAD**

Motion by Councilmember: _____

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

WHEREAS, the major streets within the city qualify for federal rehabilitation and replacement assistance through the regionally administered Transportation Improvement Program, and

WHEREAS, Elms Road has been awarded \$468,800 to design and rehabilitate Elms Road between the North City Limits and Miller Road, and

WHEREAS, this work is expected to include resurfacing, some limited curb replacement, and some joint work, and

WHEREAS, the expenditure of said funds will be subject to limited MDOT requirements, and

WHEREAS, the city had OHM perform some of the preliminary engineering services prior to seeking MDOT funds, but additional PE services are still needed prior to bidding, and

WHEREAS, OHM Advisors, functioning as the city's consultant engineer, delivered a proposal, dated December 18, 2025, to provide such services, and

WHEREAS, Federal funding usage necessitates the employment of a third-party professional engineering firm to perform mitigation services in order to audit the design and construction observation services of the prime engineer, and

WHEREAS, JW CivilWorks has delivered a proposal, dated January 8, 2026, to provide such services.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek City Council accepts the proposal from OHM in the amount of \$38,278 for the noted services.

BE IT FURTHER RESOLVED that the City of Swartz Creek City Council accepts the proposal from JW CivilWorks in the amount of \$6,000 for the noted services.

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

BE IT FURTHER RESOLVED, that the City Council directs the Mayor to execute said proposals and agreements on behalf of the city.

Second by Councilmember: _____

Voting For: _____
Voting Against: _____

Motion No. 26012-11A

ADJOURN

Motion by Councilmember: _____

I Move the Swartz Creek City Council adjourn the regular council meeting of January 12, 2026.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE December 15, 2025**

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

Invocation and Pledge of Allegiance.

Councilmembers Present: Spillane, Hicks, Krueger, Knickerbocker, Henry.

Councilmembers Absent/Excused: Melen, Gilbert.

Staff Present: City Manager Adam Zettel, Clerk Renee Kraft.

Others Present: None.

Others Virtually Attended: Jeff Kelley, Jeffrey Kelley

APPROVAL OF MINUTES

Resolution No. 251215-01

(Carried)

Motion by Councilmember Spillane
Second by Councilmember Krueger

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday December 8, 2025 to be circulated and placed on file.

YES: Spillane, Hicks, Krueger, Knickerbocker, Henry.
NO: None. Motion Declared Carried.

APPROVAL OF AGENDA

Resolution No. 251215-02

(Carried)

Motion by Councilmember Krueger
Second by Councilmember Knickerbocker

I Move the Swartz Creek City Council approve the Agenda as printed for the Regular Council Meeting of December 15, 2025, to be circulated and placed on file.

YES: Hicks, Krueger, Knickerbocker, Henry, Spillane.
NO: None. Motion Declared Carried.

CITY MANAGER'S REPORT

Resolution No. 251215-03

(Carried)

Motion by Mayor Pro Tem Hicks
Second by Councilmember Krueger

I Move the Swartz Creek City Council accept the City Manager's Report of December 15, 2025, including reports and communications to be circulated and placed on file.

YES: Hicks, Krueger, Knickerbocker, Henry, Spillane.
NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC: None.

COUNCIL BUSINESS: None.

MEETING OPENED TO THE PUBLIC: None.

REMARKS BY COUNCILMEMBERS:

All Councilmembers present wished everyone Happy Holiday's and a Merry Christmas.

ADJOURNMENT

Resolution No. 251215-04

(Carried)

By Mayoral declaration, the meeting was adjourned at 7:04 p.m.

Nate Henry, Mayor

Renee Kraft, CMC, MiPMC-3, City Clerk

01/08/2026	CHECK REGISTER FOR CITY OF SWARTZ CREEK CHECK DATE FROM 12/01/2025 - 12/31/2025				
Check Date	Check	Vendor Name	Description	Amount	
Bank DORT DORT FINANCIAL CREDIT UNION					
12/02/2025	10784	DELTA DENTAL PLAN	RETIREE BENIFITS DECEMBER 2025	443.16	
12/02/2025	10785	DIPONIO CONTRACTING, LLC	STREET BOND 013- CAT 001 CITY APPLICATIO	24,235.20	
12/02/2025	10786	FIDELITY SECURITY LIFE INSUR/EYEMED	RETIREE VISION DEC 25	39.36	
12/02/2025	10787	OHM ADVISORS	USDA PHASE II WATER MAIN ENGINEERING SER	764.00	
			USDA PHASE II WATER MAIN ENGINEERING SER	666.25	
			USDA PHASE II WATER MAIN ENGINEERING SER	785.00	
			USDA PHASE II WATER MAIN ENGINEERING SER	1,886.75	
				4,102.00	
12/11/2025	10788	CHASE CARD SERVICES	MONTHLY STATEMENT NOVEMBER 2025	3,850.14	
12/11/2025	10789	CITY OF SWARTZ CREEK	WINTER 2025 TAXES 58-31-300-003 4355 ELM	57.14	
12/11/2025	10790	CONSUMERS ENERGY	ELMS PARKING LOT AREA LIGHTS 2300	43.16	
12/11/2025	10791	CONSUMERS ENERGY	STREET LIGHTS 1294	3,031.67	
12/11/2025	10792	CONSUMERS ENERGY	4524 MORRISH RD	66.75	
12/11/2025	10793	CONSUMERS ENERGY	48473 LED LIGHT RD WORCHESTER/CHESTERFIE	6,352.14	
12/11/2025	10794	CONSUMERS ENERGY	8011 MILLER RD	35.60	
12/11/2025	10795	CONSUMERS ENERGY	5121 MORRISH RD	650.05	
12/11/2025	10796	CONSUMERS ENERGY	8095 CIVIC DR	849.78	
12/11/2025	10797	CONSUMERS ENERGY	SIRENS TRAFFIC LIGHTS 1997	33.93	
12/11/2025	10798	CONSUMERS ENERGY	TRAFFIC LIGHTS 1781	520.06	
12/11/2025	10799	CONSUMERS ENERGY	9099 MILLER RD	34.93	
12/11/2025	10800	CONSUMERS ENERGY	5361 WINSHALL DR 8369	33.01	
12/11/2025	10801	CONSUMERS ENERGY	5257 WINSHALL DR	29.07	
12/11/2025	10802	CONSUMERS ENERGY	8083 CIVIC DR	778.24	
12/11/2025	10803	CONSUMERS ENERGY	8499 MILLER RD	32.81	
12/11/2025	10804	CONSUMERS ENERGY	8059 FORTINO DR	35.91	
12/11/2025	10805	CONSUMERS ENERGY	4510 MORRISH RD	45.78	
12/11/2025	10806	CONSUMERS ENERGY	5015 HOLLAND DR LOT LIGHTS	43.86	
12/11/2025	10807	CONSUMERS ENERGY	5441 WHITNEY CT PAVILLION	29.07	
12/11/2025	10808	CONSUMERS ENERGY	8301 CAPPY LN	313.85	
12/11/2025	10809	CONSUMERS ENERGY	5361 WINSHALL DR NP	34.70	
12/11/2025	10810	CONSUMERS ENERGY	5033 HOLLAND DR	138.84	
12/11/2025	10811	CONSUMERS ENERGY	8100 CIVIC DR	1,343.34	
12/11/2025	10812	CONSUMERS ENERGY	5361 WINSHALL DR #2 RESTRMS 9987	37.69	
12/11/2025	10813	CONSUMERS ENERGY	6425 MILLER PARK & RIDE	95.22	
12/11/2025	10814	CONSUMERS ENERGY	4125 ELMS RD PAVILION 4437	33.62	
12/11/2025	10815	CONSUMERS ENERGY	4125 ELMS RD 4353	53.84	
12/11/2025	10816	FAMILY FARM AND HOME INC	MONTHLY INVOICES NOVEMBER 2025	487.25	
12/11/2025	10817	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN (3) @ 6.50 NO	19.50	
12/11/2025	10818	GENESEE CTY DRAIN COMMISSIONER	NPDES PHASE II OCTOBER 1 2025 - DECEMBER	451.32	
12/11/2025	10819	GILL ROYS HARDWARE	OCTOBER 2025 INVOICES LESS DISCOUNT	380.44	
12/11/2025	10820	INTEGRITY BUSINESS SOLUTIONS	(4) KITCHEN TOWELS CITY HALL	159.96	
12/11/2025	10821	INTEGRITY BUSINESS SOLUTIONS	(10) BLACK GARBGE BAGS FOR DPW GARAGE & TOILET PAPER DPW	159.96	
				312.76	
				472.72	
12/11/2025	10822	J T CONCRETE	CORNER OF PARKRIDGE & BIRCH 6327 ST CHARLES PASS 9112 CHELMSFORD 5166 HELMSEY 7306 MILLER 4202 HICKORY 7192 PARKRIDGE	731.50 460.00 250.00 325.00 920.00 1,302.00 400.00	
				4,388.50	
12/11/2025	10823	LEGACY ASSESSING SERVICES INC	ASSESSING SERVICES FROM 9/1/25 - 8/31/26	2,975.64	
12/11/2025	10824	MICHIGAN PIPE AND VALVE	12 HYD EXT 5BR 250 EJW 6X6 FERNCO CURB BOX LID KEY	495.00 97.79	

				592.79
12/11/2025	10825	MID STATES BOLT AND SCREW CO	PLOW BOLTS, LOCKNUTS AND WASHERS	180.73
12/11/2025	10826	OHM ADVISORS	USDA PHASE II WATER MAIN ENGINEERING SER	547.25
12/11/2025	10827	PLANTE & MORAN PLLC	FINAL BILL FOR AUDIT OF FINANCIAL STATEM	6,080.00
12/11/2025	10828	PRIORITY WASTE LLC	PRIORITY WASTE JULY 1 2025 - JUNE 30 20	26,970.84
12/11/2025	10829	BIO-SERV CORPORATION	PEST CONTROL - CITY HALL/LIBRARY-SR CTR	154.00
12/11/2025	10830	STAPLES	BROTHER BLACK INK CARTS 2 PK	128.58
12/11/2025	10831	STEVE BLOSS	CLOTHING ALLOWANCE RURAL KING	95.37
			CDL REIMBURSEMENT	25.52
				120.89
12/11/2025	10832	SUBURBAN AUTO SUPPLY	1 1/2 HYD HOSE 8FJX FITTING & 8G-6MP	47.27
12/11/2025	10833	SUPER FLITE OIL CO INC	FUEL - DPW NOVEMBER 2025	1,677.90
12/11/2025	10834	SWARTZ CREEK AREA FIRE DEPT.	FIRE BUDGET OPERATING BUDG01	72,625.49
12/11/2025	10835	SWARTZ CREEK AREA FIRE DEPT.	MONTHLY RUNS FIRE & EMS OCTOBER 2025	2,440.13
12/11/2025	10836	TAYLOR & MORGAN CPA	FINANCIAL SERVICES PROVIDED BY SHERI SP	6,848.50
12/11/2025	10837	VC3 INC	LAPTOP REPLACEMENT FOR TREASURER	1,309.00
12/11/2025	10838	JAMS MEDIA LLC	SIDEWALKS NOTICE,	138.50
12/11/2025	10839			V
12/11/2025	10840			V
12/11/2025	10841			V
12/11/2025	10842			V
12/11/2025	10843			V
12/11/2025	10844			V
12/11/2025	10845			V
12/11/2025	10846			V
12/11/2025	10847			V
12/11/2025	10848			V
12/11/2025	10849	CHARTER TOWNSHIP OF MUNDY	JOINT INSP & PERMIT FEES FOR OCTOBER 202	8,958.00
12/11/2025	10850	DETROIT SALT COMPANY	ROAD SALT AT \$69.35 PER TON ORDER DATE	3,468.19
12/11/2025	10851	JCL DOOR'S & WINDOWS LLC	REPAIRS TO GARAGE DOOR	275.00
12/11/2025	10852	KCI	FOR 2025 WINTER TAX BILLS PRINT AND REM	664.32
12/11/2025	10853	MICHIGAN MUNICIPAL LEAGUE	MEMBERSHIP DUES 02/01/2026 - 01/31/2027	3,945.00
12/11/2025	10854	OHM ADVISORS	USDA PHASE II WATER MAIN ENGINEERING SER	764.00
12/11/2025	10855	CORELOGIC	2025 Sum Tax Refund 58-03-534-017	1,586.74
12/11/2025	10856	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING 11/4/25 & 11/	96.00
12/11/2025	10857	I T VERDIN COMPANY	2026 CLOCK ANNUAL MAINT 1/1/26 - 12/	720.00
12/29/2025	19(E)	RICK CLOLINGER	RICK CLOLINGER RETIREE MEDICAL REINBURS	828.40
12/29/2025	20(E)	ERC-LED, LLC	EXCESS BENEFIT PAYMENT	1,149.08
12/29/2025	10858	CLINTON COUNTY ASSESSORS ASSOCIATIO	BOARD OF REVIEW TRAINING FOR 5 PEOPLE @ \$	150.00
12/29/2025	10859	CONSUMERS ENERGY	STREET LIGHTS 1294	2,661.22
12/29/2025	10860	CONSUMERS ENERGY	48473 LED LIGHT RD WORCHESTER/CHESTERFIE	6,444.73
12/29/2025	10861	CONSUMERS ENERGY	4484 MORRISH RD	818.93
12/29/2025	10862	DELTA DENTAL PLAN	RETIREE BENIFITS JANUARY 2026	456.00
12/29/2025	10863	DETROIT SALT COMPANY	ROAD SALT AT \$69.35 PER TON ORDER DATE	3,729.64
			ROAD SALT AT \$69.35 PER TON ORDER DATE	3,328.11
				7,057.75
12/29/2025	10864	DIAZ, ANGELIC	UB refund for account: 0008351000	212.16
12/29/2025	10865	FERGUSON WATERWORKS #3386	3 PVC S80 SOC CAP	141.36
12/29/2025	10866	FIRST ADVANTAGE OCCUP HEALTH SER CO	CLINIC COLLECTION/MILEAGE STEVE BLOSS	257.03
12/29/2025	10867	FLINT NEW HOLLAND	KUBOTA RTVX2C-SKLH-1	29,515.23
12/29/2025	10868	GEN CTY ROAD COMMISSION	SIGNAL@ BRISTOL & MORRISH BILLED THRU N	42.81
			SIGNAL MILLER @ FAIRCHILD BILLED THRU NO	356.78
				399.59
12/29/2025	10869	GENESEE CTY DRAIN COMMISSIONER	10/29/25 - 11/26/25 OCTOBER 2025 BULK	120,399.31
12/29/2025	10870	INTEGRITY BUSINESS SOLUTIONS	(10) 38X58 1.8 ML 10/10	1,368.30
12/29/2025	10871	J T CONCRETE	5170 HELMSEY	275.00
12/29/2025	10872	JAY'S SEPTIC TANK SERVICE	PORT-A-JON RENTAL ELMS RD PARK 12/12/2	580.00
			PORT-A-JON RENTAL ABRAMS PARK -12/16/	280.00

				860.00
12/29/2025	10873	RENEE KRAFT	MILLAGE TRAVEL TO MEETINGS AND OTHER	195.30
12/29/2025	10874	MICHIGAN ASSOC OF PLANNING	GROUP MEMBERSHIP 7/1/25 - 6/30/26 DUES	30.00
12/29/2025	10875	MICHIGAN ASSOCIATION OF MAYORS	2026 MEMBERSHIP DUES-NATE HENRY	120.00
12/29/2025	10876	MISS DIG SYSTEM INC	2026 MEMB MAINTC EDUC APPL AWARNS FEE	1,619.14
12/29/2025	10877	MOLLY MAID OF METAMORA LLC	CLEANING CITY HALL 10/24/25, 11/7/25, 11	930.00
12/29/2025	10878	PARAGON LABORATORIES INC	WATER SAMPLES WO SWARTZ CREEK 5121 MORR	702.00
12/29/2025	10879	BIO-SERV CORPORATION	PEST CONTROL - PUBLIC SAFETY BLDG 12/1/2	72.00
12/29/2025	10880	ROWE PROFESSIONAL SERVICES CO	\$80,600 OTTERBURN PARK IMPROVMENTS THRU	4,021.25
12/29/2025	10881	SIMEN FIGURA & PARKER PLC	MONTHLY INVOICE NOVMEBER 2025	3,885.37
12/29/2025	10882	STANDARD INSURANCE COMPANY	RETIREE LIFE INSURANCE JANUARY 2026	107.43
12/29/2025	10883	STAPLES	SOAP AND TOILET BOWL CLEANER	275.77
12/29/2025	10884	STEVE'S PLUMBING & HEATING LLC	SEWER SERVICE INSTALLATION TO OTTERBURN	14,750.00
12/29/2025	10885	VC3 INC	MICROSOFT BUSNS STANDARD/EXCHANGE ONLINE	204.61
			10 FT DISPLAYPORT , AUDIO AND VIDEO	18.01
			ECONOMIC DEVELOPMENT COMPUTERS HEATHER &	<u>2,423.00</u>
				2,645.62
12/29/2025	10886	VISUAL EDGE IT	CONTRACT DATES - 11/22/25 - 12/22/25	<u>282.38</u>

DORT TOTALS:

Total of 105 Checks:	399,728.72
Less 10 Void Checks:	0.00
Total of 95 Disbursements:	<u>399,728.72</u>

Public Works
Monthly Work Orders

01/05/26

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
25-000047 COMPLETED	EL10-003474-0000-03	PIRKER-FREUHAUF, FRED 3474 ELMS RD	12/03/25 12/03/25	WATER QUALITY
25-000076 COMPLETED	LU10-009071-0000-03	CRYDERMAN, TAMELA 9071 LUEA LN	12/02/25 12/02/25	WATER LEAK
25-000077 COMPLETED	DU10-005296-0000-03	MOLNAR, JON 5296 DURWOOD DR	12/10/25 12/10/25	WATER LEAK
25-000078 CANCELLED	DU10-005296-0000-03	MOLNAR, JON 5296 DURWOOD DR	12/10/25 12/10/25	WATER LEAK
BXRP25-0252 COMPLETED	CC10-007434-0000-04	KARHOFF, DALE 7434 CROSS CREEK DR	12/01/25 12/01/25	CURB BOX REPAIR
CKME25-0627 COMPLETED	MI10-007089-0000-01	FREEMAN, RICHARD 7089 MILLER RD	12/15/25 12/16/25	CHECK METER
CU25-000115 COMPLETED	MO10-004437-0000-06	SWARTZ CREEK COMM. SCHOOLS 4437 MORRISH RD	12/08/25 12/08/25	CONTINUOUS USAGE
CU25-000116 COMPLETED	SP10-004268-0000-01	WOTHERSPOON, GAITHEL 4268 SPRINGBROOK DR	12/08/25 12/08/25	CONTINUOUS USAGE
CU25-000117 COMPLETED	SE20-005463-0000-01	SCHLADER, DAVID 5463 SEYMOUR RD	12/11/25 12/11/25	CONTINUOUS USAGE
CU25-000118 COMPLETED	BI10-005183-0000-01	RAGNONE, AURELIA 5183 BIRCHCREST DR	12/15/25 12/15/25	CONTINUOUS USAGE
CU25-000119 COMPLETED	MI10-007594-0000-12	ELROD, JERRY 7594 MILLER RD	12/16/25 12/16/25	CONTINUOUS USAGE
CU25-000120 COMPLETED	SE20-005463-0000-01	SCHLADER, DAVID 5463 SEYMOUR RD	12/16/25 12/16/25	CONTINUOUS USAGE
FLAG25-0287 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	12/05/25 12/08/25	LOWER/RAISE FLAG
GARB25-0036 COMPLETED	MC10-005016-0000-03	POBOCIK, JOHN 5016 MC LAIN ST	12/18/25 12/11/25	PICK UP GARBAGE
GWO25-0762 COMPLETED	MO10-004155-0000-01	MEIJER GAS STATION 4155 MORRISH RD	12/23/25 12/23/25	GENERIC WORK ORDER
GWO25-0763 COMPLETED	CT10-003490-0000-03	COLLIVER, PAUL 3490 CANTERBURY ST	12/29/25 12/29/25	GENERIC WORK ORDER
HYDR25-0046 COMPLETED	RA10-004534-0001-01	BECKER, DR EUGENE 4534 RAUBINGER # 1 RD	12/03/25 12/03/25	HYDRANTS
MNT25-0517 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	12/04/25 12/04/25	BUILDING MAINTENANCE
MNT25-0518 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	12/29/25 12/29/25	BUILDING MAINTENANCE
MNT25-0519 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	12/30/25 12/30/25	BUILDING MAINTENANCE
City Council Packet		36	January 12, 2026	

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
MTRP25-0834 COMPLETED	EL10-003327-0000-01	JANSEN, DAVID 3327 ELMS RD	12/19/25 12/19/25	METER REPAIR
MTRP25-0835 CANCELLED	CH20-009181-0000-03	GLASSTETTER, ANNA M 9181 CHESTERFIELD DR	12/23/25 12/23/25	METER REPAIR
READ25-1135 COMPLETED	BR20-006449-0000-02	DYN-AMERICA LAND INC 6449 BRISTOL RD	12/15/25 12/15/25	READ METER
READ25-1136 COMPLETED	BR20-007064-0000-01	HAVLICHEK, EDWARD 7064 BRISTOL RD	12/15/25 12/16/25	READ METER
READ25-1137 COMPLETED	CH20-009230-0000-02	CASS, SAMANTHA M F 9230 CHESTERFIELD DR	12/15/25 12/16/25	READ METER
READ25-1138 COMPLETED	CI10-008095-000B-01	SENIOR CENTER 8095 CIVIC DR 000B	12/15/25 12/16/25	READ METER
READ25-1139 COMPLETED	CR10-008230-SPRI-01	MIDDLE SCHOOL, SWARTZ CREEK 8230 CRAPO #SPRI ST	12/15/25 12/16/25	READ METER
READ25-1140 COMPLETED	DE10-004382-00T2-01	APPLE CREEK STATION 4382 DEPOT # T2 RD	12/15/25 12/16/25	READ METER
READ25-1141 CANCELLED	EL10-003404-0000-02	BRADSHAW, GARRY 3404 ELMS RD	12/15/25 12/16/25	READ METER
READ25-1142 COMPLETED	JI10-009235-0000-05	ROOT, KAREN 9235 JILL MARIE LN	12/15/25 12/16/25	READ METER
READ25-1143	JI10-009267-0000-02	PETIT, BRIAN 9267 JILL MARIE LN	12/15/25 12/16/25	READ METER
READ25-1144 COMPLETED	LU10-009050-0000-02	SHEMES, NORMAN 9050 LUEA LN	12/15/25 12/16/25	READ METER
READ25-1145 COMPLETED	MI10-005373-0000-03	BARKER, LINDSEY & GROCHOCKI, 12/15/25 5373 MILLER RD	12/16/25	READ METER
READ25-1146 COMPLETED	MI10-006104-0000-07	AYALA, GREGORIO L 6104 MILLER RD	12/15/25 12/16/25	READ METER
READ25-1147 COMPLETED	MI10-007241-0000-06	KROMER, RAYMOND 7241 MILLER RD	12/16/25 12/16/25	READ METER
READ25-1149 COMPLETED	MI10-008250-00CB-03	HVG ATLAS NORTH ASSOCIATES 8250 MILLER RD	12/16/25 12/17/25	READ METER
READ25-1150 COMPLETED	MI10-008313-0000-01	RILEY, LINDA 8313 MILLER RD	12/16/25 12/16/25	READ METER
READ25-1151 CANCELLED	MI10-008461-0000-05	BENCHICK, ANTHONY 8461 MILLER RD	12/16/25 12/16/25	READ METER
READ25-1152 COMPLETED	MO10-005152-B111-01	RIVERSIDE MANOR TOWNHOUSES 5152 MORRISH B111 RD	12/16/25 12/17/25	READ METER
READ25-1153 COMPLETED	MO10-005138-0000-06	BROWN, MICHELLE 5138 MORRISH RD	12/16/25 12/16/25	READ METER
READ25-1154 COMPLETED	MO10-005167-0000-03	ROSS, BRAD 5167 MORRISH RD	12/16/25 12/16/25	READ METER
READ25-1155 City Council Packet	RE10-004177-0000-02	ABUAITA RANIA 37	12/16/25 January 12, 2026	READ METER

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
COMPLETED		4177 RED OAK LN	12/16/25	
READ25-1156	RO10-004369-00CB-01	APPLE CREEK STATION	12/16/25	READ METER
COMPLETED		4369 ROUNDHOUSE # CB RD	12/17/25	
READ25-1157	RO10-004340-00G3-01	APPLE CREEK STATION	12/16/25	READ METER
COMPLETED		4340 ROUNDHOUSE # G3 RD	12/17/25	
READ25-1158	SE20-005129-0000-01	ANDERSON, RAYMOND A	12/16/25	READ METER
COMPLETED		5129 SEYMOUR RD	12/16/25	
READ25-1159	SE20-005183-0000-01	NOWAK, JOAN M	12/16/25	READ METER
COMPLETED		5183 SEYMOUR RD	12/16/25	
READ25-1160	SE20-005186-0000-02	BOUCHARD, BRIAN	12/16/25	READ METER
COMPLETED		5186 SEYMOUR RD	12/16/25	
READ25-1161	SE20-005284-0000-02	JOHNSON, CHRISTOPHER	12/16/25	READ METER
COMPLETED		5284 SEYMOUR RD	12/17/25	
READ25-1162	SE20-005345-0000-02	FORBES, LYNDA	12/16/25	READ METER
COMPLETED		5345 SEYMOUR RD	12/17/25	
READ25-1163	MI10-008089-0000-05	GARFIELD, JAMES	12/17/25	READ METER
COMPLETED		8089 MILLER RD	12/17/25	
RI25-000054	SE20-005194-0000-11	AMICK, JOHN	11/24/25	RENTAL INSPECTION
COMPLETED		5194 SEYMOUR RD	12/24/25	
RI25-000058	BI10-005167-0000-05	FITZGERALD, MEGAN	12/09/25	RENTAL INSPECTION
COMPLETED		5167 BIRCHCREST DR	12/09/25	
RI25-000059	WI10-005200-0000-10	CALDWELL, TIM	12/09/25	RENTAL INSPECTION
COMPLETED		5200 WINSHALL DR	12/09/25	
RI25-000060	WI20-005123-0000-03	ROOKER, MICHAEL	12/02/25	RENTAL INSPECTION
COMPLETED		5123 WINSTON DR	12/02/25	
RI25-000061	MO10-005138-0000-06	BROWN, MICHELLE	12/09/25	RENTAL INSPECTION
CANCELLED		5138 MORRISH RD	12/09/25	
RI25-000062	MO10-005044-0000-11	SLIEFF, JACQUELINE	12/02/25	RENTAL INSPECTION
COMPLETED		5044 MORRISH RD	12/02/25	
RI25-000063	MI10-007067-0000-05	7049 MILLER RD LLC	12/10/25	RENTAL INSPECTION
COMPLETED		7067 MILLER RD	12/10/25	
RI25-000064	CA10-008366-0000-09	LADD, CLAY	12/10/25	RENTAL INSPECTION
COMPLETED		8366 CAPPY LN	12/10/25	
RI25-000065	MI10-007538-0000-02	NEMER, KAL	12/18/25	RENTAL INSPECTION
COMPLETED		7538 MILLER RD	12/18/25	
RPLR25-0101	MI10-008313-0000-01	RILEY, LINDA	12/22/25	REPLACE READER
COMPLETED		8313 MILLER RD	12/16/25	
RPLR25-0102	JI10-009267-0000-02	PETIT, BRIAN	12/17/25	REPLACE READER
COMPLETED		9267 JILL MARIE LN	12/17/25	
RPLR25-0103	SE20-005186-0000-02	BOUCHARD, BRIAN	12/19/25	REPLACE READER
COMPLETED		5186 SEYMOUR RD	12/19/25	
RPLR25-0104	EL10-003404-0000-02	BRADSHAW, GARRY	12/22/25	REPLACE READER
COMPLETED		3404 ELMS RD	12/22/25	

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
RPLR25-0105 COMPLETED	MI10-008461-0000-05	BENCHICK, ANTHONY 8461 MILLER RD	12/22/25 12/22/25	REPLACE READER
SAMP25-0126 COMPLETED	MO10-005121-0000-01	SWARTZ CREEK DPW, CITY OF 5121 MORRISH RD	12/02/25 12/02/25	WATER SAMPLES
SAMP25-0127 COMPLETED	MO10-005121-0000-01	SWARTZ CREEK DPW, CITY OF 5121 MORRISH RD	12/11/25 12/11/25	WATER SAMPLES
SAMP25-0128 COMPLETED	MO10-005121-0000-01	SWARTZ CREEK DPW, CITY OF 5121 MORRISH RD	12/16/25 12/16/25	WATER SAMPLES
SAMP25-0129 COMPLETED	MO10-005121-0000-01	SWARTZ CREEK DPW, CITY OF 5121 MORRISH RD	12/23/25 12/23/25	WATER SAMPLES
SAMP25-0130 COMPLETED	MO10-005121-0000-01	SWARTZ CREEK DPW, CITY OF 5121 MORRISH RD	12/30/25 12/30/25	WATER SAMPLES
SI-000118 COMPLETED	SI10-004176-0000-01	SAMPLES, CLARENCE 4176 SILVER MAPLE LN	12/12/25 12/18/25	SIGNS
SWBK25-0117 COMPLETED	OA10-005239-0000-07	BARRY, OSCAR JR 5239 OAKVIEW DR	12/05/25 12/05/25	SEWER BACKUP
SWBK25-0118 COMPLETED	OA10-005283-0000-01	NEELEY, LOURENE 5283 OAKVIEW DR	12/22/25 12/29/25	SEWER BACKUP
SWBK25-0119 COMPLETED	OX10-005162-0000-01	WEBER, WILLIAM 5162 OXFORD CT	12/30/25 12/30/25	SEWER BACKUP
WMBK25-0139 COMPLETED	MI10-009237-0000-02	GOJCAJ, LUIGJ 9237 MILLER RD	12/09/25 12/09/25	WATER MAIN BREAK
WOFF25-3014 COMPLETED	MA20-008012-0000-04	TRIPLE C PROPERTIES LLC 8012 MAPLE ST	12/09/25 12/09/25	WATER TURN OFF
WOFF25-3015 COMPLETED	DU10-005248-0000-01	PETERSON, WILLIAM J 5248 DURWOOD DR	12/16/25 12/16/25	WATER TURN OFF
WOFF25-3016 CANCELLED	GR10-005227-0000-04	LLOYD, SUSAN 5227 GREENLEAF DR	12/16/25 12/16/25	WATER TURN OFF
WOFF25-3017 CANCELLED	MI10-008346-0000-02	SPROWL, CLARE 8346 MILLER RD	12/16/25 12/16/25	WATER TURN OFF
WOFF25-3018 COMPLETED	MC10-005048-0000-11	BROOKS, JONA ROSE 5048 MC LAIN ST	12/16/25 12/16/25	WATER TURN OFF
WTON25-1863 COMPLETED	PA10-007129-0000-05	BREWER, SUSAYE 7129 PARK RIDGE PKY	12/01/25 12/01/25	WATER TURN ON
WTON25-1864 COMPLETED	SE10-005044-0000-05	N Z REALITY LLC 5044 SECOND ST	12/04/25 12/04/25	WATER TURN ON
WTON25-1865 COMPLETED	NO10-009184-0000-02	CARROLL, KURT 9184 NORBURY DR	12/05/25 12/05/25	WATER TURN ON

Total Records: 82

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	

Report Options: Completed From: 12/1/2025 To: 12/31/2025

DECEMBER 2025	Beginning Mileage	Ending Mileage	Miles Driven	Gallons Gas Purchased	Gallons Diesel Purchased
#7-15 4WD P/U gas	63109	63327	218	50.2	
#2-08 4WD P/U gas	79380				
#7-22 4 WD P/U gas	22441	23050	609	53.1	
#12-02 DUMP diesel	35469				
#21 WOOD CHIPPER diesel	2630		0		
#9-07 STREET SWEEPER diesel	21419				
#5-18 KUBOTA (hours)	1546		0		
#1-20 4WD P/U diesel	9447				
#12-25 KUBOTA (hours)					
#10-18 4WD P/U diesel	46953	47294	971		42.8
#8-22 CASE BACKHOE	427	483	56		57.2
#6-16 2WD P/U gas	93367	93550	183	14.3	
#6-00 BACKHOE diesel	2198	N/A			24
#1-22 DUMP	8184	8755	571		133.3
#12-04 DUMP diesel	41889				
#12-99 GENERATOR gas			0		
#17 CASE BACKHOE diesel			0		
#19 JD TRACTOR diesel			0		
#9-22 PATCHER			0		
#37 TRAIL ARROW			0		
#10-15 GEN gas	80122				
#11-23 Big Plow Truck	26577	26999	422		68
gas can			0		
8/24 Truck	5655	5970	315	58.1	
9/24 Truck	6163	6331	168	28.7	
5/25 Tractor	11.73				
TOTAL			3515	204.4	325.3

City of Swartz Creek

Building Permit List

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
Building							
PB2500125	12/01/25	Cardinal Roofing Corp.	(810) 397 9393	58-36-300-009	\$5,400	\$175.00 7400 MILLER RD	48473 Roofing
PB2500126	12/11/25	C & L Ward Bros Co	(810) 652 6622	58-03-533-009	\$6,224	\$185.00 5217 SEYMOUR RD	48473-Door Replacement
PB2500127	12/16/25	Sign A Rama	(810) 230 6445	58-03-530-001	\$867	\$250.00 9041 MILLER RD	48473-Sign
PB2500128	12/17/25	TruEco Construction	(810) 620 2250	58-36-526-006	\$16,000	\$100.00 4064 JENNIE LN	48473-Roofing
Total:		4 Permits	Value: \$28,491		Fee Total: \$710.00	Total Number of Dwelling Units	0
Electrical							
PE2500062	12/02/25	JG Electric	(810) 252 2176	58-02-501-034	\$0	\$200.00 5150 OXFORD CT	48473-Electrical
Total:		1 Permits	Value: \$0		Fee Total: \$200.00	Total Number of Dwelling Units	0
Mechanical							
PM250050	12/05/25	Staley's Plbg & Htg, Inc.	(810) 659 5572	58-02-530-035	\$0	\$210.00 8096 CRAPO ST	48473-Mechanical
PM250051	12/05/25	Staley's Plbg & Htg, Inc.	(810) 659 5572	58-36-526-010	\$0	\$215.00 4100 JENNIE LN	48473-Mechanical
PM250052	12/29/25	Holland Heating & Cooling	(810) 653 4328	58-03-533-022	\$0	\$210.00 5311 SEYMOUR RD	48473-Mechanical
PM250053	12/16/25	Rolls Mechanical	(810) 629 7752	58-03-533-028	\$0	\$245.00 5351 SEYMOUR RD	48473-Mechanical
PM250054	12/22/25	Staley's Plbg & Htg, Inc.	(810) 659 5572	58-03-531-081	\$0	\$210.00 5151 BIRCHCREST DR	48473-Mechanical
Total:		5 Permits	Value: \$0		Fee Total: \$1,090.00	Total Number of Dwelling Units	0

Plumbing

City Council Packet

City of Swartz Creek

Building Permit List

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
PP250025	12/12/25	Mr. Rooter Plumbing	(586) 786 6201	58-03-531-116	\$0	\$190.00	5228 BIRCHCREST DR 48473-Plumbing
Total:	1 Permits		Value: \$0		Fee Total:	\$190.00	Total Number of Dwelling Units 0

Permit Total: 11

Value: \$28,491

Fee Total: \$2,190.00

Permit.DateIssued Between 12/1/2025 12:00:00 AM AND 12/31/2025 11:59:59 PM

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
MILLER RD	58-35-576-041	Status	12/02/2025	12/02/2025	Complied
6115 MILLER RD	58-31-527-005	Ordinance	12/02/2025	12/02/2025	Complied
7508 WADE ST	58-01-502-092	Shower Pan	12/02/2025	12/02/2025	Approved
5123 WINSTON DR	58-02-501-097	Initial	12/02/2025	12/03/2025	Violation(s)
5044 MORRISH RD	58-02-529-010	Follow Up	12/02/2025	12/03/2025	Partially Complied
4196 LOCUST LN	58-36-527-023	Final	12/04/2025	12/04/2025	Approved
5014 FORD ST	58-02-528-012	Ordinance	12/04/2025	12/04/2025	No Violation
4370 MAYA LN	58-36-676-004	Final	12/08/2025	12/11/2025	Approved
5316 DON SHENK DR	58-02-552-008	Final	12/08/2025		
6359 MILLER RD	58-31-100-033	Status	12/09/2025	12/09/2025	Partially Complied
8522 CHELMSFORD DR	58-02-501-039	Final Zoning	12/09/2025	12/12/2025	Approved
3442 HERITAGE BLVD	58-30-651-029	Final	12/09/2025		
4474 SPRINGBROOK DR	58-36-651-031	Final	12/09/2025		
4472 SPRINGBROOK DR	58-36-651-032	Final	12/09/2025		
5914 CROSSCREEK DR	58-36-651-184	Final	12/09/2025		
8096 CRAPO ST	58-02-530-035	Final	12/09/2025	12/09/2025	Approved
5150 OXFORD CT	58-02-501-034	Service	12/09/2025		
5200 WINSHALL DR	58-02-553-025	Initial	12/09/2025	12/12/2025	Violation(s)
5167 BIRCHCREST DR	58-03-531-083	Initial	12/09/2025	12/12/2025	Violation(s)
8366 CAPPY LN	58-02-503-035	Follow Up	12/10/2025	12/12/2025	Partially Complied
7048 MILLER RD	58-36-576-013	Final	12/10/2025		
4467 COLONY CT	58-36-651-023	Final	12/10/2025		
4469 COLONY CT	58-36-651-034	Final	12/10/2025		
8090 INGALLS ST	58-02-528-015	Final	12/10/2025	12/11/2025	Approved
7067 MILLER RD	58-36-577-014	Follow Up	12/10/2025	12/12/2025	Complied
5274 VALLEYVIEW DR	58-03-531-107	Final	12/11/2025		
4100 JENNIE LN	58-36-526-010	Final	12/16/2025	12/16/2025	Approved
6328 AUGUSTA ST	58-30-651-013	Status	12/17/2025	12/17/2025	Canceled
9229 HILL RD	58-03-577-001	Final Zoning	12/17/2025	12/18/2025	Approved
4272 LATIFEE CT	58-36-651-246	Final	12/17/2025	12/17/2025	Approved
7470 COUNTRY MEADOW DR	58-36-651-029	Final	12/17/2025	12/17/2025	Approved
5113 SEYMOUR RD	58-03-528-031	Final	12/18/2025	12/18/2025	Approved
7538 MILLER RD 3	58-36-300-021	Reinspection	12/18/2025	12/18/2025	Complied
7538 MILLER RD 4	58-36-300-021	Reinspection	12/18/2025	12/18/2025	Complied
3474 CANTERBURY ST	58-30-651-019	Final	12/22/2025		
9214 CHESTERFIELD DR	58-03-531-004	Final	12/22/2025		

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
9283 HILL RD	58-03-576-008	Ordinance	12/23/2025		
4064 JENNIE LN	58-36-526-006	Final	12/23/2025		
5138 MORRISH RD	58-02-200-021	Initial	12/23/2025	12/26/2025	Violation(s)
7594 MILLER RD	58-36-552-004	Initial	12/23/2025	12/26/2025	Violation(s)
6315 ST CHARLES PASS	58-30-651-068	Follow Up	12/29/2025	12/29/2025	Complied
8010 MILLER RD	58-35-576-047	Final	12/29/2025	12/29/2025	Approved

Inspections: 42

Population: All Records

Inspection.DateTimeScheduled Between 12/1/2025 12:00:00 AM AND 12/31/2025 11:59:59 PM

Enforcements By Category

01/05/26

BLIGHT

Enforcement Number	Address	Status	Filed	Closed
E25-133	5014 FORD ST	Closed	12/03/25	12/04/25
Total Entries: 1				

SNOW REMOVAL

Enforcement Number	Address	Status	Filed	Closed
E25-134	7026 MILLER RD	Inspection Pending	12/12/25	
E25-143	9128 CHESTERFIELD DR	Inspection Pending	12/12/25	
E25-149	8474 CHELMSFORD DR	Inspection Pending	12/12/25	
E25-169	5227 DON SHENK DR	Inspection Pending	12/13/25	
E25-151	5205 DAVAL DR	Inspection Pending	12/12/25	
E25-163	5038 HAYES ST	Inspection Pending	12/13/25	
E25-135	7030 MILLER RD	Inspection Pending	12/12/25	
E25-137	7138 MILLER RD	Inspection Pending	12/12/25	
E25-157	9184 NORBURY DR	Inspection Pending	12/12/25	
E25-144	9064 CHESTERFIELD DR	Inspection Pending	12/12/25	
E25-156	9192 NORBURY DR	Inspection Pending	12/12/25	
E25-154	5256 DURWOOD DR	Inspection Pending	12/12/25	
E25-175	5429 WINSHALL DR	Inspection Pending	12/13/25	
E25-138	7510 MILLER RD	Inspection Pending	12/12/25	
E25-167	5304 WINSHALL DR	Inspection Pending	12/13/25	
E25-150	5090 WINSTON DR	Inspection Pending	12/12/25	
E25-166	5019 BRADY ST	Inspection Pending	12/13/25	
E25-140	7048 MILLER RD	Inspection Pending	12/12/25	
E25-162	5032 HOLLAND DR	Inspection Pending	12/13/25	
E25-147	5240 OAKVIEW DR	Inspection Pending	12/12/25	
E25-170	5169 DON SHENK DR	Inspection Pending	12/13/25	

Enforcements By Category

01/05/26

E25-161	5142 DAVAL DR	Inspection Pending	12/12/25
E25-139	8210 MILLER RD	Inspection Pending	12/12/25
E25-168	5316 WINSHALL DR	Inspection Pending	12/13/25
E25-164	8391 CAPPY LN	Inspection Pending	12/13/25
E25-165	5206 WINSHALL DR	Inspection Pending	12/13/25
E25-142	9143 CHESTERFIELD DR	Inspection Pending	12/12/25
E25-160	5264 DURWOOD DR	Inspection Pending	12/12/25
E25-141	9136 CHESTERFIELD DR	Inspection Pending	12/12/25
E25-173	5307 DURWOOD DR	Inspection Pending	12/13/25
E25-158	5221 WORCHESTER DR	Inspection Pending	12/12/25
E25-145	5243 DURWOOD DR	Inspection Pending	12/12/25
E25-146	5247 OAKVIEW DR	Inspection Pending	12/12/25
E25-153	5248 DURWOOD DR	Inspection Pending	12/12/25
E25-148	5197 DAVAL DR	Inspection Pending	12/12/25
E25-152	5311 GREENLEAF DR	Inspection Pending	12/12/25
E25-172	5409 DURWOOD DR	Inspection Pending	12/13/25
E25-171	5210 WORCHESTER DR	Inspection Pending	12/13/25
E25-136	7084 MILLER RD	Inspection Pending	12/12/25
E25-159	5196 DAVAL DR	Inspection Pending	12/12/25
E25-174	5198 WORCHESTER DR	Inspection Pending	12/13/25
E25-155	9152 NORBURY DR	Inspection Pending	12/12/25

Total Entries: 42

Total Records: 43

Population: All Records

Enforcement.DateFiled Between 12/1/2025 12:00:00 AM AND 12/31/2025 11:59:59

Certificates With Inspections

01/05/2026

Certificate Number	Address	Date Applied	Since	Issued	Last Inspection	Expires	Status
CR250088	6033 MILLER RD	11/24/2025	11/24/2025	12/04/2025	11/25/2025	12/04/2028	Suspended
Initial	JKEY	Mikel Leavitt	Completed	Violation(s)			
CR250089	7594 MILLER RD	12/10/2025	12/10/2025	12/10/2025	12/26/2025	12/10/2028	Suspended
Initial	JKEY	Rebecca Bosas	Completed	Violation(s)			

Population: All Records

Record Count: 2

Certificate.DateIssued Between 12/1/2025 12:00:00 AM
AND 12/31/2025 11:59:59 PM

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
PARK AND RECREATION ADVISORY BOARD
MINUTES OF REGULAR MEETING
ABRAMS PARK
PAUL D. BUECHE MUNICIPAL BUILDING
DECEMBER 16, 2025

Meeting called to order at Abrams Park at 5:35 p.m. by Secretary Gonyea

Members Present: Gonyea, Henry, K. Melen, D. Witter, S. Witter.

Members Absent: Barclay, Cramer, Bosas, W. Melen.

Staff Present: Adam Zettel.

Others Present: Sandi Brill, Boots Abrams,

APPROVAL OF AGENDA: Motion by Henry to approve the agenda for December 16, 2025, support by S. Witter.

Unanimous Voice Vote.
Motion Declared Carried.

APPROVAL OF MINUTES: Motion by Henry to approve minutes of November 18, 2025, with the change of the adjournment to 7:28, support by D. Witter.

Unanimous Voice Vote.
Motion Declared Carried.

MEETING OPEN TO THE PUBLIC:

No comments.

COMMUNICATIONS TO THE BOARD:

- A. November 18, 2025 Minutes
- B. Staff Letter
- C. Abrams Garden Drawings (distributed at meeting)
- D. Otterburn Update from Rowe (distributed at meeting)

REPORTS:

- A. DPW Director Mr. Bincsik was not present and Mr. Zettel did not have any updates.

BUSINESS:

A. Abrams Garden Plans: Sandi Brill described the plans for the Abrams Park Butterfly Garden master plan amendment. The board made some inquiries. Sandi indicated that the project would be entirely funded by their group as it relates to installation, and they would maintain the beds and assets if the city provided irrigation. The project would not commence until fully funded, for which they are hoping for grants.

Motion by Henry to approve recommend approval of the updated Friends of Abrams Park Butterfly Garden master plan, as included in the packet, to the city council under the same terms and conditions that were originally considered, support by D. Witter.

Unanimous Voice Vote.
Motion Declared Carried.

MEETING OPEN TO PUBLIC:

No comments.

BOARD MEMBER COMMENTS:

Board Member Henry noted that the school vocal groups are likely caroling this evening.

Board Member S. Witter noted that she is looking forward to the changes coming.

Board Member K. Melen wished everyone Happy Holidays!

Board Member Gonyea wished everyone a Merry Christmas!

ADJOURNMENT: Meeting adjourned at 6:04 p.m.

NEXT MEETING: January 20, 2026, 5:30 p.m.

Mark Gonyea, Secretary

Envious Landscape

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 Fenton, MI 48430
 +18102087822
 enviouslandscape@gmail.com
 www.enviouslandscape.com

**ADDRESS**

Sandi Brill
 Friends of Abrams Park
 5352 Greenleaf Drive
 Swartz Creek, MI 48473

Estimate 3297**DATE 10/27/2025**

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Landscaping Secret Garden- -Create an approximate 50'x40' Secret garden that will have a flagstone pathway leading to seating areas. -Install a wooden arbor where the flagstone pathway starts near the parking lot. -Install a wooden door where the opening of the secret garden starts. (Customer has the door) -Throughout the secret garden flowers and trees such as, a 1- Hydrangea tree 1- Fringe Tree 6- Ornamental Grasses 6- Arborvitae 'Emerald Green' 2- Trumpet Vines 2- Wisteria Vines 1- Dogwood Tree 2- Clematis 72- Variety of Perennials- Salvia, Hosta, Daylily, Asters, Coreopsis, Creeping Phlox, Coral Bells, and Sedums. -Each plant will have topsoil/compost mixture around it when planted. -Install a bubbling rock within landscape bed as shown in design. Including the water line and electric. -The bed will have natural hardwood mulch with a natural edging to create the landscape bed shape. There will be a minimum of 3" thick of mulch installed. Approximately 10yds of mulch. -Lawn that is damaged during construction will be fixed with topsoil, grass seed and straw blanket.	1	33,030.00	33,030.00

*Benches are not included in price.

Envious Landscape takes no responsibility for irrigation damage, or any unforeseen electrical or plumbing damages. Irrigation will be repaired at a time and material cost. Envious Landscape takes no responsibility of erosion caused by unforeseen forces of nature.

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Hardscape Labyrinth- -Install an approximate 720 linear feet of Unilock Holland Premier pavers in the pattern shown in design to create the Labyrinth. The pavers will be at ground level to allow a mover to drive right over. Color of pavers will be Fossil. There will be a 3 1/2-4' lawn, walking trail between the pavers. -Installing sod within the walking area and approximately 4' border around the Labyrinth. Other areas of lawn that is damaged during construction will be fixed with topsoil, grass seed and straw blanket.	1	19,600.00	19,600.00
	Landscaping Putting Green- -Install an approximate 500sqft of Astro turf putting green with three holes. Additional padding will be installed under the putting green for ability to chip onto putting green. -Install approximately 82 linear feet of the Unilock Holland Premier around the edge of the putting green to protect the astro turf from mowers. -Lawn that is damaged during construction will be fixed with topsoil, grass seed and straw blanket.	1	19,200.00	19,200.00
	Irrigation Irrigation- -Install a complete Hunter irrigation system for lawn and landscape bed areas. Landscape beds will have popup misters while the lawn areas will have rotors to properly cover all areas.	1	16,960.00	16,960.00
*Permits are not included.				
	Hardscape Memorial Walk & Patio- -Install approximately 510 square feet of Unilock Holland Premier Pavers (color Fossil) as show on design. Pavers will be in 4x8 and 8x8 sizes. These pavers will be able to be Engraved. (Engraving is not included in the services from Envious Landscape) -Create landscape beds on both sides of the walkway and patio as shown on design with 15- 'Fire Chief' Arborvitae 4- Burning Bush -Natural hardwood mulch will be installed in all landscape beds with a natural edging. -Boulders that are around existing parking area will be placed approximately 4-5' apart. The extra boulders will be used though out the landscape beds as shown in the design. Approximately 5yds of mulch. -The 6x6 Sculpture will be placed within the landscape bed, as shown in design. The sculpture will be anchored down to a limestone boulder. -A decorative fence will be installed around the sculpture. See photo -Lawn that is damaged during construction will be fixed with topsoil, grass seed and straw blanket.	1	22,980.00	22,980.00
*Picnic tables are not included				

Envious Landscape takes no responsibility for irrigation damage, or any unforeseen electrical or plumbing damages. Irrigation will be repaired at a time and material cost. Envious Landscape takes no responsibility of erosion caused by unforeseen forces of nature.

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Landscaping Island 1- -Create an approximate 30x12' landscape bed with natural edging and cocoa brown mulch. Approximately 4yds mulch. -Bring in topsoil/compost mixture to amend around all plant material and to create an approximate 12" berm. -Install limestone steppers for a pathway across the island. -Plant- 1- Tri- Color Beech Tree 1- Ninebark Shrub 3- Hibiscus 18- Perennials- Hosta, Salvia, ornamental grass, coreopsis -Lawn that is damaged during construction will be fixed with topsoil, grass seed and straw blanket.	1	4,200.00	4,200.00
	Landscaping Island 2- -Create an approximate 38x20' landscape bed with natural edging and cocoa brown mulch. Approximately 6yds mulch. -Bring in topsoil/compost mixture to amend around all plant material and to create an approximate 12" berm. -Install limestone steppers for a pathway across the island to the bench. -Plant- 3- Burning Bushes 4- Globe Arborvitae 3- Spirea 4- Hydrangea 'Summer Crush' 9- Perennials- 'Silver Mound' Artemesia, Lavender, Cone flower. -Lawn that is damaged during construction will be fixed with topsoil, grass seed and straw blanket.	1	4,430.00	4,430.00
	 *Bench not included.			
	Landscaping Island 3- -Create an approximate 22x20' landscape bed with natural edging and cocoa brown mulch. Approximately 4yds mulch. -Bring in topsoil/compost mixture to amend around all plant material. -Boulders that were moved from the parking lot will be placed within the landscape bed. -Plant- 1- Redbud 2- 'Miss Kim' Lilac 18- Perennials- Ornamental Onion, Coral Bell, Daisy, Salvia. -Lawn that is damaged during construction will be fixed with topsoil, grass seed and straw blanket.	1	3,950.00	3,950.00

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DATE	ACTIVITY	QTY	RATE	AMOUNT
	Landscaping Island 4- -Create an approximate 30x14' landscape bed with natural edging and cocoa brown mulch. Approximately 4yds mulch. -Bring in topsoil/compost mixture to amend around all plant material. -Install limestone steppers for a pathway into the island to walk to bench. -Plant- 1- Tri- Color Beech Tree 2- Hydrangea 'Bobo' 1- Lilac Tree Form 19- Perennials- Shasta Daisy, Coreopsis, Balloon Flowers, Hosta, ornamental grass. -Lawn that is damaged during construction will be fixed with topsoil, grass seed and straw blanket. -Bench not included.	1	4,530.00	4,530.00
	Landscaping Trees planted throughout lawn area- -Each tree will have topsoil/compost mixture amended around each root ball when planted. -Plant 1- Rosebud Tree 1- Cherry Tree 1- Smoke Bush Tree 1- Weeping Beech 1- Tulip Tree -Each tree will have a ring of hardwood mulch around it.	1	4,430.00	4,430.00

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DATE	ACTIVITY	QTY	RATE	AMOUNT
	Terms and Conditions 1 NOTE: This Proposal Is Valid For 14 Days From Issuance	1	0.00	0.00
	We Have Financing Available Visit our website www.enviouslandscape.com and click on the finance tab at the top.			
	TERMS AND CONDITIONS The following terms and conditions apply to and are incorporated into the estimates unless expressly modified or excluded in writing by Envious Landscape and Construction, Inc. hereby referred to as the "Contractor". The person(s) named on the estimate who agree to be bound by this Agreement will hereby be referred to as the "Client". WHEREAS, the Contractor is engaged in the business of offering landscape services; and WHEREAS, the Client desires to retain the services of the Contractor to render landscape services conforming to the Client's design or direction according to the terms and conditions herein. NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Contractor and the Client (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:			
	SCOPE OF WORK The contract documents shall contain the estimate, the specification plans and any other document referred to in the estimate. No qualification in any acceptance issued by the Client shall form part of the contract unless specifically agreed to in writing by the Contractor. Only the items on the estimate specification are included and all items to be completed are due for payment. The Client is responsible for obtaining any necessary planning permission for the items to be completed and the fulfilling of statutory requirements.			
	ESTIMATE The Contractor reserves the right to increase the value of the contract due to changes in design or materials by the Client after execution of the contract and may result in change order fees. For example, but not limited to, should the labor and/or materials projected on the estimate require more labor and/or materials to complete the modified work requested by the Client, the final invoice will reflect the actual labor and/or materials used for the modified scope of work. A change order will be provided to the Client and a signature required for the Contractor to continue with the requested modifications. If there are significant items requested to be added to your original quotation, a new quote will be provided for a "second phase" with a down payment for this second phase required and the second phase will be scheduled for a later date. Acceptance of the estimate involves acceptance of these terms and conditions of the contract documents. This represents a binding contract between the parties. It should be noted by the Client that any attempt to cancel by Client may involve the Client being liable to any loss of expenses incurred as a result at the discretion of the Contractor.			
	PAYMENT The Client accepts that he/she will pay the Contractor the full contract sum (all costs incurred). Final payment is due the same day of completion of project. ACH Payment is offered at no charge to the Client Depending on the scope of your project there may be draws required. More than one draw will be required for large projects that span several weeks. If using a credit/debit card to pay your invoice, there is a 3.5% credit card processing fee added to the total amount of the payment being processed.			

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DATE	ACTIVITY	QTY	RATE	AMOUNT
	Terms and Conditions 2	1	0.00	0.00
	WARRANTY DISCLOSURE – LIVING ITEMS: Contractor voids all warranties if an irrigation system is not already in place before any living item is installed. This includes plants, trees, shrubs, sod, and hydroseed that may die due to drought. The voiding of warranty also includes any plants the Client requests that is outside of our planting zone, any that the Client's purchased on their own, or Client's existing plants that they would like relocated on their property (transplanted). Warranty will be voided even with irrigation systems if living items are over watered and drowned. Living items will not be warranted if used or eaten by pets or wild animals. There are no plants/grasses completely resistant to animals when it is desperate for food. Damages will not be covered under warranty due to acts of God including drought, heavy rains, floods, wash outs, frost, wind, animals, storms, chemicals, winter salt products, insects, molds, fungus, theft or vandalism, and contractor will not be responsible for any living items that have not been inspected to treat insects, molds, or fungus infestations, or have not been fertilized, pruned, or weeded, as appropriate. Qualifying living items will be replaced one time only within the warranty period should they die, and only in Spring or Fall at the Contractor's discretion.			
	TREES AND SHRUBS: All trees and shrubs purchased and installed by Envious are accompanied by a one (1) year warranty from the date of installation, provided that Envious is in agreement that the plants are sufficiently hardy and appropriate for the soil, climate, and weather conditions associated with the site, and that they are properly maintained in keeping with standards for assuring the longevity of such plants.			
	PERENNIALS: Perennials are guaranteed for the same-planted season only.			
	ANNUALS: Annual plants will not be covered under warranty.			
	TRANSPLANTS/PURCHASED PLANTS: Transplants will have to be requested during the quotation phase. Landscape installers are not required to transplant anything that has not been quoted without having a signed "Change Order" in place from your Envious Sales Representative.			
	WATER, CARE & FERTILIZER LIVING ITEMS: Newly installed living items (plantings/sod) may suffer transplant shock, particularly during the hot summer months. It is imperative that living items receive proper care as to minimize stress. It will be the Client's responsibility to supply the living items with sufficient water and fertilizer (as needed) during the growing season typically May to October to keep them healthy. Client's new living items will need an inch of water per week for the first year. In the heat of summer, Client may have to water daily, and continue to water during fall months. Water should pool up at the base of the plant when the soil has been adequately saturated. Water not only under the drip line of the plant, but also several feet out from this. Otherwise dry soil will wick water away from the roots. Monitor the plants after the first 3 weeks and apply additional water as necessary. It is best to water early in the morning to prevent evaporation.			
	WEEDS: Contractor shall use its efforts to minimize any weeds, however, contractor shall not be required to inspect or otherwise ensure that there is no weed, or other unwanted plant matter upon the client's property in any soil or root balls/planting container of plant materials, nor shall it provide warranty for the removal of existing weeds.			

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DATE	ACTIVITY	QTY	RATE	AMOUNT
	Terms and Conditions 3 LANDSCAPE BEDS: Contractor will not be responsible for any erosion or wash out, sink holes, loss of plants, or any other damage in any landscape beds if the downspouts are not properly buried, and the water carried away from the area properly, or if the eaves are not cleaned out and they overflow onto the bed areas. WINTER PROTECTION: All evergreens, broadleaf evergreens and delicate plants must be burlapped in their first season to validate warranty. Contractor provides this service at an additional cost. LAWNS: Sod is instant gratification when choosing to have a new lawn installed. Hydroseed will take a little time and patience, but can provide the same results as sod with time and care from the homeowner. New sod is guaranteed to be healthy at time of installation, and Hydroseed up to six (6) weeks after application with a one time touch up provided by the contractor to areas where the seed does not germinate. Envious recommends 1-2 inches for sod, and 2-4 inches for hydroseed of topsoil to guarantee germination for hydroseed, and root growth for sod. If the owner opts out of having the topsoil installed it will be at the discretion of Envious Landscape to decide if we will warranty the lawn installation based on the current soil on the property. Your new lawn, both sod and hydroseed, will require fertilization. Contractor requires your first year to be properly fertilized on a schedule by a licensed company for it to be covered under warranty. We can recommend someone. UNDERGROUND: Contractor will not be responsible for unforeseen obstacles located underground prior to us beginning work if it cannot be marked with the Miss Dig service, such as existing sprinkler systems, invisible fence systems, conduit, connections for electrical, gas, cable, and all other utilities and services, lighting, etc. If you already have these items installed, it is the Client's responsibility to contact the installation company directly to have the lines marked. This must be completed prior to our arrival to begin work. If damage is done to anything underground it will be the Client's responsibility to have the repairs made at your own cost. IRRIGATION: Contractor will provide uniform distribution and even coverage of moisture for one year from the completion date of installation. This limited warranty covers valves, heads, and controllers against defects in materials and workmanship. Pumps are covered under warranty by the manufacturer, and will be the owner's responsibility to ship back for replacement or repair. Contractor must perform winterization for this warranty to be valid. Adjustments beyond the initial setup to the heads or controller or other settings are not covered. Raising and lowering heads to proper height, adjusting arc and radius, filling trenches that have settled, packing the earth firmly around the heads and couplers will be completed at the time of installation and any adjustments thereafter will not be covered. Accidents, negligence of the owner, abuse of the system, vandalism, freezing, acts of God, and service by any other company will not be covered. Damages caused by machinery, tree spades, sod cutters, ditch witches, bobcats, excavators, utility companies, or any other traffic not considered normal for day to day enjoyment and maintenance of the property will not be covered. Sliced lines, or sprinklers being run over by lawnmowers will not be covered. Additionally this warranty does not cover unforeseen circumstances beyond our control including, but not limited to excessive water pressure, pressure surges, tree roots, rock ledges/boulders in the ground, builders fill and/or debris buried on site.	1	0.00	0.00
	Envious Landscape takes no responsibility for irrigation damage, or any unforeseen electrical or plumbing damages. Irrigation will be repaired at a time and material cost. Envious Landscape takes no responsibility of erosion caused by unforeseen forces of nature.			

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Terms and Conditions 4 HARDSCAPES: Your hardscape project has a two (2) year limited warranty on all patios, retaining walls, seawalls, etc. covering proper installation and materials. The warranty does not cover any repair work for product initially installed by a different company. Contractor will not warranty the owners existing pavers or wall stones being re-used for either repairs or moving for use at a new area on the property. Cracking or breaks may happen during removal of existing blocks. Repairs/Re-used materials will not be covered under warranty and will be completed with invoicing for time and materials. Due to the nature of printed literature and digital media Contractor cannot guarantee exact color matching using these items for reference. Final color selection should be made with physical samples before ordering the products for your installation.	1	0.00	0.00

Please contact the office at 810-208-7822 to make payments over the phone.

*We require a 2/3 deposit at the signing of your proposal.

* Final payment is due upon completion of your project.

* Depending on the scope of your job there may be draws required.

For all Credit Card Charges there will be a 3.5% additional service charge. ACH Payments (Just like writing a check) can be processed at no additional charge to you.

We appreciate your business and look forward to helping you soon.

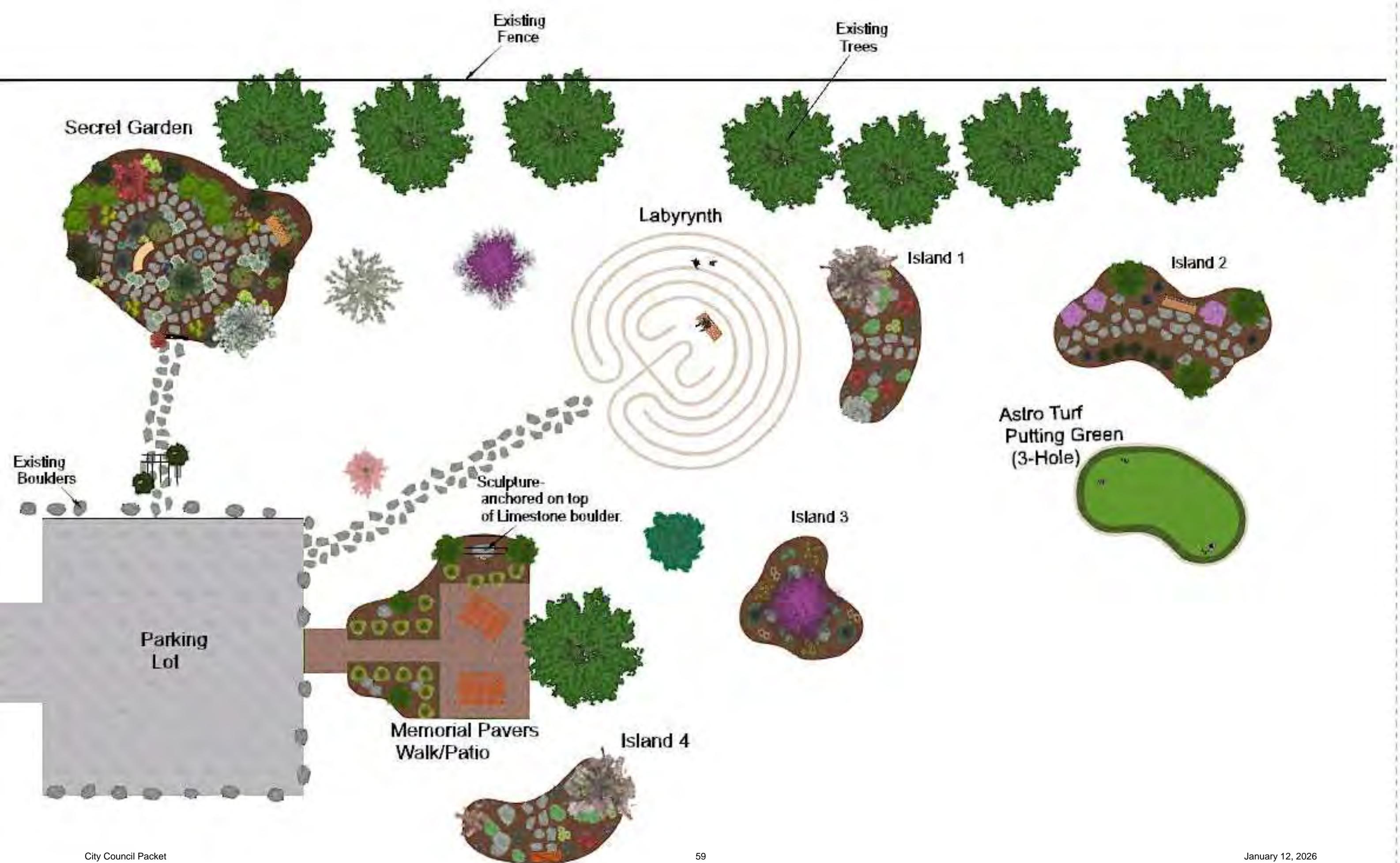
Proposal may be withdrawn if not accepted within 14 days.

TOTAL	\$133,310.00
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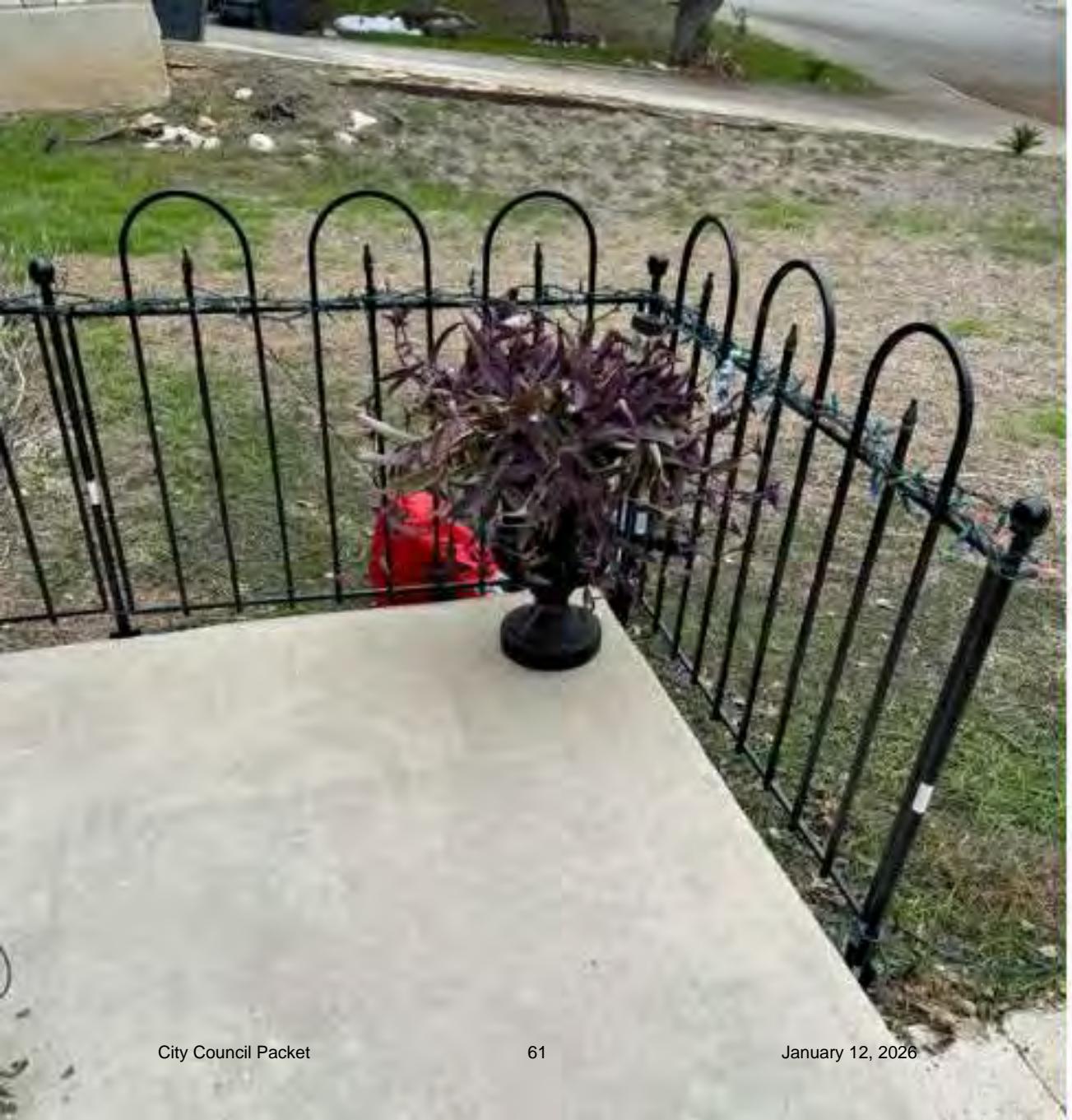
Accepted By

Accepted Date

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CITY OF SWARTZ CREEK
(An Equal Opportunity Employer)
REQUIREMENTS FOR POVERTY EXEMPTION

In order to be eligible for the poverty exemption, the claimant must do and meet all of the following requirements on an annual basis:

REQUIREMENTS

1. The applicant must own and occupy as a homestead the property for which the exemption is requested. The applicant must also produce a valid driver's license or other form of identification showing place of residence.
2. The applicant must file form 5737, Application for MCL 211.7u Poverty Exemption and form 5739, Affirmation of Ownership and Occupancy to Remain Exempt by Reason of Poverty, with the board of review as provided by the Swartz Creek City Assessor's Office. It must be received between January 1 of each year and the day prior to the last scheduled meeting day of the Board of Review for that year. **Note:** The filing of this claim constitutes an appearance before the Board of Review for the purpose of preserving the right to appeal to the Michigan Tax Tribunal.
3. Applicant must provide federal and state income tax returns for all persons residing in the homestead including any property tax credit returns. These income tax returns may be those filed in the current year or in the immediately preceding year. Any additional information regarding the poverty application must be in writing and attached to the petition form (**Note:** If an applicant is not required to file a federal or state income tax return then they must show proof of income and file the attached affidavit (Form 4988) for all persons residing in the residence who were not required to file federal or state tax returns for the current or preceding tax year).
4. Meet the asset level test, which is established to be: The claimant's and household's total assets, excluding the principal residence, do not exceed Ten Thousand dollars (\$10,000). Applicants must provide a list of all assets when applying for the poverty exemption. Assets include, but are not limited to:

A second home, land, vehicles • Recreational vehicles such as campers, motor-homes, boats and ATV's • Buildings other than the residence • Jewelry, antiques, artworks • Equipment, other personal property of value • Bank accounts (over a specified amount), stocks •

Money received from the sale of property, such as, stocks, bonds, a house or car (unless a person is in the specific business of selling such property) • Withdrawals of bank deposits and borrowed money • Gifts, loans, lump-sum inheritances, and one-time insurance payments Page 3 • Food or housing received in lieu of wages and the value of food and fuel produced and consumed on farms • Federal non-cash benefits programs such as Medicare, Medicaid, food stamps and school lunches.

5. The applicant must produce a deed, land contract or other evidence of ownership of the property for which an exemption is requested to support the information provided on the Poverty Petition.
6. An applicant must meet the federal poverty guidelines for the total household income as published in the prior calendar year in the Federal Register by the United States Department of Health and Human Services under its authority to revise the poverty line under 42 USC 9902, as attached. Income includes, but is not limited to:

Money, wages, salaries before deductions, regular contributions from persons not living in the residence • Net receipts from non-farm or farm self-employment (receipts from a person's own business, professional enterprise, or partnership, after business expense deductions) • Regular payments from social security, railroad retirement, unemployment, worker's compensation, veteran's payments, public assistance, supplemental security income (SSI) • Alimony, child support, military family allotments • Private and governmental retirement and disability pensions, regular insurance, annuity payments • College or university scholarships, grants, fellowships, assistantships • Dividends, interest, and net income from rentals, royalties, estates, trusts, gambling or lottery winnings

IMPORTANT NOTE: PA390 of 1994 states that the poverty exemption guidelines established by the governing body of the local assessing unit SHALL also include an asset level test.

7. The Poverty Exemption applicant must provide additional relevant documentation requested by the Assessor or Board of Review in order to fully investigate an application.

GUIDELINES FOR GRANTING POVERTY EXEMPTIONS:

The Board of Review can deny or grant a full exemption equal to a 100% reduction in taxable value or a partial exemption equal to a 25%, 50% or 75% reduction in taxable value.

Poverty Exemptions must be processed annually. Under no circumstances will a poverty exemption be extended for a subsequent year without renewal of the poverty petition.

APPEAL OF POVERTY EXEMPTIONS TO THE MICHIGAN TAX TRIBUNAL:

A property owner may appeal the March Board of Review's decision on a poverty exemption to the Michigan Tax Tribunal. This appeal must be made by June 30. A property owner may appeal the July Board of Review's decision or December Board of Review's decision to the Michigan Tax Tribunal within 35 days from the date of the decision. The assessor may also appeal a Board of Review's decision on a poverty exemption to the Michigan Tax Tribunal.

Federal Poverty Guidelines Used in the Determination of Poverty Exemptions for 2026

Size of Family Unit	Poverty Guidelines
1	\$15,650
2	\$21,150
3	\$26,650
4	\$32,150
5	\$37,650
6	\$43,150
7	\$48,650
8	\$54,150
For each additional person	
\$5,500	

PROPOSAL

DEVELOPED FOR

ROB BINCSIK

CITY OF SWARTZ CREEK

8083 CIVIC DRIVE

SWARTZ CREEK, MI 48473

November 7, 2023

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

HYDROCORP
THE SAFE WATER AUTHORITY

CROSS-CONNECTION
CONTROL / BACKFLOW
PREVENTION

WATER SYSTEM
SURVEYS / AUDITS

PIPE SYSTEM MAPPING
AND LABELING

WATER SAMPLING
AND ANALYSIS / RISK
ASSESSMENTS

PROGRAM
AND PROJECT
MANAGEMENT

COMPLIANCE
ASSISTANCE /
DOCUMENTATION



MICHIGAN CORPORATE OFFICE
5700 Crooks Road, Suite 100
Troy, MI 48098
800.690.6651 TOLL FREE
248.250.5000 PHONE
248.786.1788 FAX GENERAL
info@hydrocorpinc.com EMAIL

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PROFESSIONAL SERVICE AGREEMENT 4-10

QUALIFICATIONS 11

SCOPE OF WORK

Based on our conversations, HydroCorp™ will provide the following services to the City of Swartz Creek. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the City and HydroCorp, you may expect completion of the following elements within a two (2) year period. The components of the project include:

1. Annually, perform a minimum of **34** initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities, and miscellaneous water users within the City served by the public water supply for cross-connections. Inspections will be conducted in accordance with the EGLE Water Bureau Cross Connection Control regulations.
2. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
3. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results, and general customer service and program education inquiries.
4. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.
5. Submit comprehensive management reports on a quarterly basis.
6. Conduct an annual review meeting to discuss the overall program status and recommendations.
7. Provide up to six- (6) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers (i.e., combination) per facility as required in order to place a facility into immediate compliance at the time of inspection.
8. Prepare the annual State of Michigan EGLE Water Bureau Cross Connection Report.
9. Assist the City with a community-wide public relations program, including general awareness brochures and customized website cross-connection control program overview content and resources.
10. Provide ongoing support via phone, fax, internet, text or email.

The above services will be provided for:

Monthly Amount: \$ 357.00

Annual Amount: \$ 4,284.00

Contract Total: \$ 8,568.00

The contract amount is based on a 24-month period. HydroCorp will invoice in 24 equal amounts of \$ 357.00.

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this INSERT DATE by and between the City of Swartz Creek, organized and existing under the laws of the State of Michigan, referred to as "Utility," and HydroCorp™ a Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross-connection control program inspection, reporting, and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross-connection control program management to the Utility, and the Utility desires to engage HydroCorp to act as its independent contractor in its cross-connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users' facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquires, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW/PROGRAM START UP MEETING.

HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.

- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

2.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Department of Environment, Great Lakes and Energy Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross-connections. The degree of hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (one or five year re-inspection cycle, as agreed to by the parties).

2.3 INSPECTION SCHEDULE. HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility's designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 PROGRAM DATA. HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections.
- Notify users of inspections, backflow device installation and testing requirements if applicable.
- Monitor inspection compliance using the HydroCorp online software management program.
- Maintain the program to comply with all EGLE regulations.

2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location, and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures, and reference standards.
- Penalties for noncompliance.

2.7 **VACUUM BREAKERS.** HydroCorp will provide up to six (6) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.

2.8 **PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program, including general awareness brochures and website cross-connection control program content.

2.9 **SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website, or email for the contract period.

2.10 **FACILITY TYPES.** The facility types included in the program are as follows:

- Industrial
- Institutional
- Commercial
- Miscellaneous Water users
- Multifamily

Complex Facilities. Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross-connection control survey (at the business owner's expense) may be required at these larger/complex facilities, and the results submitted to the Utility to help verify program compliance.

2.11 **INSPECTION TERMS.** HydroCorp will perform a minimum of **68** inspections over a two-year contract period. The total inspections include all initial inspections, compliance, and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

2.12 **COMPLIANCE WITH DEPARTMENT OF ENVIRONMENT, GREAT LAKES AND ENERGY (EGLE).** HydroCorp will assist in compliance with EGLE and Michigan Plumbing Code cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.

2.13 **POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of the Utility.

2.14 **INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number if applicable.

2.15 **DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.

2.16 **ANNUAL YEAR-END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss the overall program status and specific program recommendations.

2.17 **CROSS-CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately **152** cross-connection control educational brochures for the duration of the Agreement.

2.18 **INSURANCE.** HydroCorp will provide all required copies of general liability, workers' compensation, and errors and omissions insurance naming the Utility as an additional insured if required.

ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). *Electronic file format, such as Microsoft Excel, etc., is required. An additional one-time fee to manually enter the facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact, and corrected addresses will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high-quality image format for printing.)

ARTICLE IV. Term, Compensation, and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on February 1, 2024, and end two- (2) years from such date unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of this two-year agreement, unless either party provides written notice of termination not less than 60 days prior to the expiration of the initial term (or any such renewal term) this agreement will automatically renew in (1) year term increments. Inflationary adjustments to each renewal term will be equal to the annual Consumer Price Index as measured in the Utilities local/regional area at the time of renewal or 4% whichever is greater.
- 4.3 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.4 BASE COMPENSATION.** The Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, **\$357.00 per month, \$4,284.00 annually, for a two-year contract total of \$8,568.00.** Completed inspections shall consist of all initial inspections, re-inspections, and compliance inspections as defined in section 2.2.

4.5 PAYMENT OF INVOICES. Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.

4.6 CHANGES IN SCOPE OF SERVICES. In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.

4.7 CLIENT CONFIDENTIALITY. Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Michigan Freedom of Information Act. HydroCorp agrees to make available for inspection and copying all records in its possession created, produced, collected, or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Freedom of Information Act and compliance regarding records related to this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Freedom of Information Act.

4.8 ACCESSIBILITY. Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.

4.9 CONFINED SPACES. – HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

5.1 INFORMATION. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.

5.2 LIMITATION OF LIABILITY. HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.

5.3 HYDROCORP INSURANCE. HydroCorp currently maintains the following insurance coverage's and limits:

	<u>Occurrence</u>	<u>Aggregate</u>
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

5.4 UTILITY INSURANCE. The Utility will maintain liability insurance on an all-risk basis and including extended coverage for matters set forth in this Agreement.

5.5 RELATIONSHIP. The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

5.6 ENTIRE AGREEMENT AMENDMENTS. This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS. The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.

5.8 WAIVER. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

5.9 ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

5.10 FORCE MAJEURE. A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

5.11 AUTHORITY TO CONTRACT. Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.

5.12 GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any dispute between the parties, with both parties' consent, may be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, Any

arbitration award or determination shall be final and binding and any court of competent jurisdiction may enter a judgment on such award which shall be enforceable in the same manner as any other judgment of the such court. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.

5.13 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.14 NOTICES. All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp
c/o Mark Martin
5700 Crooks Road, Ste. 100
Troy, MI 48337
(248) 250-5005

If to Utility:

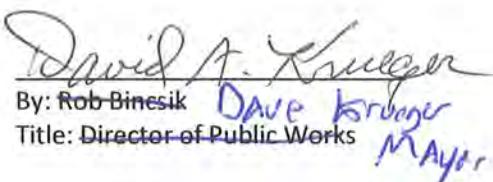
City of Swartz Creek
c/o Rob Bincsik
8083 Civic Court
Swartz Creek, MI 48473
(810) 955-5978

5.15 SEVERABILITY. Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

City of Swartz Creek


By: Rob Binesik *Dave Krueger*
Title: Director of Public Works *Mayer*

HydroCorp



By: Paul M. Patterson
Its: Senior Vice President

Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 70,000 Cross Connection Control Inspections *annually*.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 370 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.

PROPOSAL

DEVELOPED FOR

ROB BINCSIK

CITY OF SWARTZ CREEK

8083 CIVIC DRIVE

SWARTZ CREEK, MI 48473

January 25, 2024

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

HYDROCORP

THE SAFE WATER AUTHORITY™

CROSS-CONNECTION
CONTROL / BACKFLOW
PREVENTION

WATER SYSTEM
SURVEYS / AUDITS

PIPE SYSTEM MAPPING
AND LABELING

WATER SAMPLING
AND ANALYSIS / RISK
ASSESSMENTS

PROGRAM
AND PROJECT
MANAGEMENT

COMPLIANCE
ASSISTANCE /
DOCUMENTATION



MICHIGAN CORPORATE OFFICE

5700 Crooks Road, Suite 100

Troy, MI 48098

800.690.6651 TOLL FREE

248.250.5000 PHONE

248.786.1788 FAX GENERAL

info@hydrocorpinc.com EMAIL



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SCOPE OF WORK

Based on our conversations, HydroCorp™ will provide the following services to the City of Swartz Creek. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the City and HydroCorp, you may expect completion of the following elements within a two (2) year period. The components of the project include:

1. Annually, perform a minimum of **184** initial inspections, compliance inspections, and re-inspections at individual residential properties located within the City served by the public water supply for cross-connections. Inspections will be conducted in accordance with the EGLE Water Bureau Cross Connection Control regulations.
2. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
3. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.
4. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.
5. Submit comprehensive management reports on a quarterly basis.
6. Conduct an annual review meeting to discuss overall program status and recommendations.
7. Provide up to four- (4) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.
8. Prepare the annual State of Michigan EGLE Water Bureau Cross Connection Report.
9. Assist the City with a community-wide public relations program, including general awareness brochures and customized website cross-connection control program overview content and resources.
10. Provide ongoing support via phone, fax, internet, text or email.

The above services will be provided for:

Monthly Amount: \$ 1,325.00	Annual Amount: \$ 15,900.00	Contract Total: \$ 31,800.00
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The contract amount is based on a 24-month period. HydroCorp will invoice in 24 equal amounts of \$ 1,325.00.

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this INSERT DATE by and between the City of Swartz Creek, organized and existing under the laws of the State of Michigan, referred to as "Utility," and HydroCorp™, a Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners and desires to enter into a professional services contract for cross-connection control program inspection, reporting, and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross-connection control program management to the Utility, and the Utility desires to engage HydroCorp to act as its independent contractor in its cross-connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users' facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquires, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW/PROGRAM START UP MEETING.

HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.

- Establish facility inspection schedule.
- Review/establish procedures and protocol for addressing specific hazards.
- Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

2.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual residential properties within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Department of Environment, Great Lakes, and Energy Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross-connections. The degree of hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of the facility (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (five-year to ten-year re-inspection cycle, as agreed to by the parties).

2.3 INSPECTION SCHEDULE. HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility's designated contact person. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 PROGRAM DATA. HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain the property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections.
- Notify users of inspections, backflow device installation, and testing requirements if applicable.
- Monitor inspection compliance using the HydroCorp online software management program.
- Maintain a program to comply with all EGLE regulations.

2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location, and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
- Penalties for noncompliance.

2.7 VACUUM BREAKERS. HydroCorp will provide up to four (4) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.

2.8 PUBLIC RELATIONS PROGRAM. HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross-connection control program content.

2.9 SUPPORT. HydroCorp will provide ongoing support via phone, fax, text, website, or email for the contract period.

2.10 FACILITY TYPES. The facility types included in the program are as follows:

- Residential

2.11 INSPECTION TERMS. HydroCorp will perform a minimum of **368** inspections over a two-year contract period. The total inspections include all initial inspections, compliance, and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

2.12 COMPLIANCE WITH DEPARTMENT OF ENVIRONMENT, GREAT LAKES AND ENERGY (EGLE). HydroCorp will assist in compliance with EGLE, Michigan Plumbing Code, and Michigan Residential Code cross-connection control program requirements for all single and multi-family properties.

2.13 POLICY MANUAL. HydroCorp will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of the Utility.

2.14 INVENTORY. HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number if applicable.

2.15 DATA MANAGEMENT. HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.

2.16 ANNUAL YEAR-END REVIEW. HydroCorp will conduct an on-site annual year-end review meeting to discuss the overall program status and specific program recommendations.

2.17 CROSS-CONNECTION CONTROL BROCHURES. HydroCorp will provide approximately **368** cross-connection control educational brochures for the duration of the Agreement.

2.18 INSURANCE. HydroCorp will provide all required copies of general liability, workers' compensation and errors and omissions insurance naming the Utility as an additional insured if required.

ARTICLE III. Responsibilities of the Utility

- 3.1 **UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 **COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 **NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings
- 3.4 **FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). *Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.*
- 3.5 **LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

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- 4.1 **TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on February 1, 2024, and end two- (2) years from such date unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 **RENEWAL.** Upon the expiration of this two-year agreement, unless either party provides written notice of termination not less than 60 days prior to the expiration of the initial term (or any such renewal term) this agreement will automatically renew in (1) year term increments. Inflationary adjustments to each renewal term will be equal to the annual Consumer Price Index as measured in the Utilities local/regional area at the time of renewal or 4% whichever is greater.
- 4.3 **TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.4 **BASE COMPENSATION.** The Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, **\$1,325.00 per month, \$15,900.00 annually, for a two-year contract total of \$31,800.00.** Completed inspections shall consist of all initial inspections, re-inspections, and compliance inspections as defined in section 2.2.

4.5 PAYMENT OF INVOICES. Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.

4.6 CHANGES IN SCOPE OF SERVICES. In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.

4.7 CLIENT CONFIDENTIALITY. Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Michigan Freedom of Information Act. HydroCorp agrees to make available for inspection and copying all records in its possession created, produced, collected, or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Freedom of Information Act and compliance regarding records related to this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Freedom of Information Act.

4.8 ACCESSIBILITY. Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.

4.9 CONFINED SPACES. – HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

5.1 INFORMATION. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.

5.2 LIMITATION OF LIABILITY. HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.

5.3 HYDROCORP INSURANCE. HydroCorp currently maintains the following insurance coverage's and limits:

	<u>Occurrence</u>	<u>Aggregate</u>
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

5.4 UTILITY INSURANCE. The Utility will maintain liability insurance on an all-risk basis and including extended coverage for matters set forth in this Agreement.

5.5 RELATIONSHIP. The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

5.6 ENTIRE AGREEMENT AMENDMENTS. This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS. The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.

5.8 WAIVER. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

5.9 ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

5.10 FORCE MAJEURE. A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

5.11 AUTHORITY TO CONTRACT. Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.

5.12 GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any dispute between the parties, with both parties' consent, may

be settled by arbitration in accordance with the applicable rules of the American Arbitration Association. Any arbitration award or determination shall be final and binding and any court of competent jurisdiction may enter a judgment on such award which shall be enforceable in the same manner as any other judgment of the such court. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.

5.13 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.14 NOTICES. All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp
c/o Mark Martin
5700 Crooks Road, Ste. 100
Troy, MI 48337
(248) 250-5005

If to Utility:

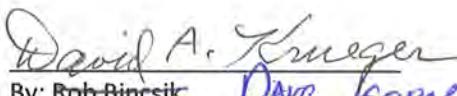
City of Swartz Creek
c/o Rob Bincsik
8083 Civic Drive
Swartz Creek, MI 48473
(810) 955-5978

5.15 SEVERABILITY. Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

City of Swartz Creek


By: Rob Bincsik Dave Krueger
Title: Director of Public Works Mayor

HydroCorp



By: Paul M. Patterson

Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 70,000 Cross Connection Control Inspections *annually*.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 370 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.

Genesee County Metropolitan Planning Organization
 Miller and Elms Road Funding and Timeline Table
 January 2026

2026

JOB#	AGENCY	PROJECT	LIMITS	PHASE	TOTAL FEDERAL	LOCAL	TOTAL
223959	Swartz Creek	Elms Rd	South City Limits to North City Limits	PE	\$ 28,622	\$ 7,156	\$ 35,778

2027

JOB#	AGENCY	PROJECT	LIMITS	PHASE	TOTAL FEDERAL	LOCAL	TOTAL
223959	Swartz Creek	Elms Rd	South City Limits to North City Limits	CON	\$ 440,178	\$ 110,045	\$ 550,223
223946	Swartz Creek	Miller Rd	Tallimage to Dye Rd	PE	\$ 18,750	\$ 4,688	\$ 23,438
223893	Swartz Creek	Miller Rd	E. Springpoint of Elms Rd to Tallimage	PE	\$ 34,785	\$ 8,696	\$ 43,481
223921	Swartz Creek	Miller Rd	Morrish Rd to Elms Rd	PE	\$ 13,462	\$ 3,366	\$ 16,828

2028

JOB#	AGENCY	PROJECT	LIMITS	PHASE	TOTAL FEDERAL	LOCAL	TOTAL
223921	Swartz Creek	Miller Rd	Morrish to Elms Rd	AC	\$ -	\$ 917,403	\$ 917,403
223946	Swartz Creek	Miller Rd	Tallimage to Dye Rd	AC	\$351,081	\$1,018,222	\$1,369,303
223893	Swartz Creek	Miller Rd	E. Springpoint of Elms Rd to Tallimage	AC	\$ -	\$ 607,806	\$ 607,806

2029

JOB#	AGENCY	PROJECT	LIMITS	PHASE	TOTAL FEDERAL	LOCAL	TOTAL
223921	Swartz Creek	Miller Rd	Morrish to Elms Rd	ACC	\$733,922		\$ 733,922
223946	Swartz Creek	Miller Rd	Tallimage to Dye Rd	ACC	\$744,361	\$ -	\$ 744,361
223893	Swartz Creek	Miller Rd	E. Springpoint of Elms Rd to Tallimage	ACC	\$ 481,631		\$ 481,631



GENESEE COUNTY
TREASURER
SAMUEL E. MUMA
324 S SAGINAW ST STE 2A | FLINT, MI 48502

 (810) 257-3054

 (810) 257-3885

TO: Local Unit Assessors, Treasurers & Kim Moors, Equalization

FROM: Genesee County Treasurer's Office

DATE: January 6, 2026

RE: 2025 foreclosure disposition

Enclosed please find a list of properties the Genesee County Treasurer foreclosed on March 31, 2025. Each parcel number has a status indicating the disposition of the parcel.

Please remember you will not be receiving copies of the deeds from the Genesee County Register of Deeds office on the parcels that were transferred to the Genesee County Land Bank. They are accessible through the Register of Deeds website for your information. For consistency and ease of searching, we are requesting all property transferred to the Land Bank be entered as follows: Genesee County Land Bank Authority. The names and addresses must be updated for the properties on this listing. The address for the Genesee County Land Bank is 452 S. Saginaw St., 2nd Floor, Flint, MI 48502.

MCL 211.78m(11) states, "For property transferred to this state, a city, a village, a township, a city authority, a county, or a county authority under subsection (1), a city, village, or township under subsection (6), or retained by a foreclosing governmental unit under subsection (7), all taxes due on the property as of the December 31 following the transfer or retention of the property are canceled effective on that December 31 and the property is exempt from the collection of taxes under this act while held by the city, village, township, city authority, county, county authority, or foreclosing governmental unit."

MCL 211.78m(12) states, "For property sold, transferred, or retained under this section, all liens for costs of demolition, safety repairs, debris removal, or sewer or water charges due on the property as of the December 31 immediately succeeding the sale, transfer, or retention of the property are canceled effective on that December 31. This subsection does not apply to liens recorded by the department of environment, Great Lakes, and energy under this act or the land bank fast track act, 2003 PA 258, MCL 124.751 to 124.774."

The Genesee County Land Bank Authority retains title to all such property for the Genesee County Treasurer's Office. Any 2024 taxes levied on any property on the attached list that shows transferred to the local unit or Land Bank should be cancelled.

If you have any questions, you can contact Quintellia at (810) 257-3481 or email @ groberson@geneseecountymi.gov.

Thank you

enclosure

City of Swartz Creek Final Foreclosure Disposition

58-01-502-047 LOTS 47 AND 48 HOUSTON MILLER CHAMBERS PLAT NO 1
A PARCEL OF LAND BEG 711.92 FT N OF E 1/4 COROF SEC TH S 80 DEG 16 MIN W
202.92 FT TH N 101.46 FT TH N 80 DEG 16 MIN E 202.92 FT TH S 101.46 FT TO PL
58-02-200-030 OF BEG SEC 2 T6N R5E .47 A (87)
58-03-626-033 UNIT 33 CARRIAGE COMMONS
58-03-626-034 UNIT 34 CARRIAGE COMMONS



December 18, 2025

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

**RE: Preliminary Engineering Services
Elms Road Rehabilitation**

Dear Mr. Zettel:

The City of Swartz Creek continues to demonstrate a strong, forward-looking approach towards the future, preparing for its 2026 to 2029 Transportation Improvement Projects (TIP). OHM is highly impressed with the City's focus on road and infrastructure projects, and we are eager to support the City in delivering this important project to continue the forward progress in Swartz Creek. OHM assisted with the TIP application and has attended several meetings with the local representative from the Genesee County Metropolitan Planning Commission (GCMPC) and understands the City's need for a cost efficient, practical design solution that improves pavement conditions along the Elms Road corridor. Thank you for the opportunity to continue our long-standing partnership with the City of Swartz Creek.

PROJECT UNDERSTANDING

The City submitted applications for four projects in the 2026-29 GCMPC TIP process and the rehabilitation of Elms Road from the south city limits to the north city limits was included in one of the applications. The project was initially approved for 2028 construction, however, was moved to the 2027 construction season due to some conflicts with an MDOT project on I-69 through the city.

The project involves the milling and resurfacing of Elms Road from approximately 550' north of the south city limits to the north city limits, approximately 4,800'. The amount of funding available restricts the project to milling and replacing 2" of asphalt throughout the project limits with very minimal curb and gutter replacement, sidewalk repairs, pavement repairs, shoulder work, and driveway replacement to be included. The funding for Preliminary Engineering is programmed for 2026, and the project will be let through MDOT. OHM will use existing plans from past projects and aerial imagery to develop the plans.

SCOPE OF SERVICES

The design will be developed in accordance with the City's standards, deferring to MDOT's Local Agency Programs Guidelines for Geometrics and AASHTO's A Policy on Geometric Design of Highways and Streets, 2018, as required. Specific work efforts include:

- Prepare LOG style set of plans using aerial imagery and previous plans to develop the base plan road geometry. The limits of our LOG survey will be from 550' north of the south city limits to the north city limits on Elms Road.
- Existing plans will be used to determine the thickness of the existing road section. Soil borings and pavement cores are not included as part of this project.
- Submit a MissDig design ticket to gather existing utility information and coordinate relocations, if necessary.
- Prepare and submit MDOT Program Application.



- ▼ Prepare and submit MDOT NEPA and Section 106/SHPO forms.
- ▼ Prepare project special provisions to include in the MDOT submittal package. The special provisions will be consistent with previous MDOT LAP projects completed in the city.
- ▼ Prepare the engineer's opinion of cost to include in the MDOT submittal package.
- ▼ Prepare a 3-year crash analysis and submit to MDOT.
- ▼ Prepare documents to obtain a Soil Erosion and Sedimentation Control (SESC) permit from the Genesee County Drain Commissioner Water and Waste Services (GCDC-WWS).
- ▼ Prepare documents to obtain an MDOT work in right of way permit for traffic control if necessary.
- ▼ OHM will prepare a Grade Inspection (GI) level plan package (80% complete) consistent with MDOT's LAP guidance, including a cover sheet, existing and proposed typical sections, notes, details, legend, removal/construction plans, permanent pavement marking, SESC, and maintenance of traffic sheets.
- ▼ Submit GI level plans, special provisions, and estimate to MDOT, and City for review and comment.
- ▼ Attend the GI meeting with MDOT, the City, and other project stakeholders.
- ▼ Review comments received, revise plans and documents per GI meeting comments.
- ▼ Prepare a final plan package including plans, special provisions, and the engineer's estimate.
- ▼ Submit Final plans, special provisions, and estimate to the City for review prior to final submittal to MDOT.

COMPENSATION AND SCHEDULE

Schedule

Once this proposal is approved by the City, OHM will need to coordinate with the MDOT LAP representative to facilitate a third party agreement for professional services between OHM and the City. This process typically takes a few weeks. For the sake of this proposal, we have provided the schedule below using the current LAP Planning Guide benchmark dates for a January, 2027 letting. It should be noted the current planning guide is for Fiscal Year 2026 and MDOT does not have specific dates for 2027 lettings. NEPA and Section 106 approvals will establish the MDOT bid letting date. It may be possible to move the letting forward in the event that NEPA and Section 106 indicate quicker approvals. OHM anticipates beginning the design of the project shortly after third party approval has been received.

• Receive third party authorization:	February, 2026
• Submit NEPA and Section 106/SHPO:	February, 2026
• Submit GI Package to MDOT:	August, 2026
• Approximate GI meeting:	September, 2026
• Submit Final Package to MDOT:	October, 2026
• MDOT Bid Letting:	January, 2027

Compensation

According to the current GCMPC TIP project list, \$38,278 is programmed for preliminary engineering broken down as \$7,656 being the City's portion and \$30,622 being the federal portion. The above-mentioned services will be performed for **amount not to exceed \$38,278.00**. As noted above, a third-party agreement between the City and OHM will be required. An hourly breakdown will be included with the agreement and work will commence upon approval of the agreement. Effort will be invoiced on a time and expense basis.

FURTHER CLARIFICATIONS AND ASSUMPTIONS

The above-listed scope of services was prepared with the following assumptions:

- ▼ The city will be responsible for all permit application fees.
- ▼ No temporary or permanent right-of-way acquisition is required.
- ▼ No soil borings and/or pavement cores will be provided.
- ▼ Topographical survey, drainage improvements and other work outside of the existing curb and gutter and shoulders are not included in this proposal.

OHM Advisors®

112 E. ELLEN ST. SUITE A
City Council Packet
FENTON, MICHIGAN 48430

T 810.396.4015
F 734.522.6427

92
OHM-Advisors.com

January 12, 2026



- ▼ OHM will be pleased to provide any additional services for this project on an hourly basis. Services not included in this proposal:
 - Construction phase services such as, but not limited to, construction management, construction engineering, construction administration, construction observation and/or construction layout.
 - Relocation design services for sanitary sewer, if required.
 - Environmental assessments or reports, drainage studies, or other environmental evaluations associated with potential contaminated soils.
 - Traffic signalization design.
 - Preparation of plans for landscaping and ornamental features.
 - Location of private utilities, other than requesting as-built information from private utility owners.

AUTHORIZATION AND ACCEPTANCE

If this proposal is acceptable to you, your signature on this letter with a copy returned to me will serve as our authorization to proceed. Upon execution, we will initiate the third-party agreement with MDOT and execution of that document will form our agreement.

Thank you for giving us the opportunity to be of service. We look forward to working with you on this project. This proposal is valid for 30 days. If you have any questions or comments, please contact me at andy.harris@ohm-advisors.com or (810) 845-4871.

Sincerely,
OHM Advisors

Andrew J. Harris, P.E.
Principal

Acceptance
City of Swartz Creek

Adam Zettel, AICP
City Manager

cc: File

Date: January 8, 2026

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

Subject: Proposal for City of Swartz Creek - Elms Road Rehab (Job# 223959)

Dear Mr. Zettel:

Pursuant to your request, JW CivilWorks, LLC is pleased to provide this proposal for Mitigation Services for the above captioned project:

PROJECT UNDERSTANDING:

A. This proposal outlines our scope of services and fee structure for assistance with the project. The following is our understanding of the project based on discussions and correspondence, documentation provided for our use, and research conducted by our office:

1. The project consists of rehabilitation of approximately 4,800 feet of Elms Road from 550 feet north of the South City Limits to the North City Limits. This includes a single lift mill and resurfacing with limited curb and gutter removal/replacement, signage upgrades and miscellaneous related items of work.
2. The project will be funded, in part, by Federal-aid dollars for preliminary engineering, construction engineering, and construction services.
3. The City has completed a Qualification Based Selection process and OHM Advisors is being considered to perform both preliminary engineering (PE) and construction engineering (CE) for this project.
4. Pursuant to Federal and State requirements, if a contracting agency intends to utilize the same consultant for multiple phases of a project (e.g. PE and CE services), then the contracting agency must provide for conflict of interest mitigation.
5. To this end, the City of Swartz Creek is requesting a proposal for JW CivilWorks, LLC to provide mitigation services related to the "Responsible Charge" role as required to comply with Federal and State requirements.

SCOPE OF SERVICES:

A. In accordance with Federal Guidance, the person designated as being in "responsible charge" is expected to be accountable for a project. "This person should be expected to be able to perform the following duties and functions:

1. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
2. Maintains familiarity of day to day project operations, including project safety issues;
3. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
4. Visits and reviews the project on a frequency that is commensurate with the magnitude and complexity of the project;
5. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse; and
6. Directs project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation.
7. Is aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project."

B. It is understood that Adam Zettel or a designee will be the responsible charge for this project. To assist the responsible charge in accomplishing the duties outlined in Item A above, JW CivilWorks, LLC proposes to provide oversight recommendations to the responsible charge by performing the following tasks:

1. Review the Program Application
2. Attend the grade inspection meeting and the pre-construction meeting;
3. Be available for meetings with the Michigan Department of Transportation, the local agency, the certified inspectors, and/or the contractor;
4. Assist in assuring that the plans, specifications and proposal are followed and make recommendations regarding approval of all changes or modifications to the plans, specifications, or proposal;
5. Assist in assuring that the construction inspectors are currently certified, as required;
6. Attend the final project review meeting.

PROPOSED FEE:

Items B.(1-6) \$6,000

If unforeseen conditions or occurrences are encountered that would substantially alter the necessary services or risk involved in completing these services, the client will be promptly notified to seek an agreement regarding a modified scope of work or the potential for cost adjustments.

If you wish to have this work completed, please sign the attached **AGREEMENT BETWEEN OWNER AND ENGINEER** authorizing the work and return it to JW CivilWorks, LLC.

Thank you for considering JW CivilWorks, LLC for your engineering needs. Please don't hesitate to contact me if you have any questions regarding this proposal.

Respectfully Submitted,

Joseph C. White, PE, PLA
JW CivilWorks, LLC

Agreement Between Owner and Engineer

This is an Agreement between **City of Swartz Creek** (Owner) and **JW CivilWorks, LLC** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Elms Road Rehab** (Project). Engineer's services under this Agreement (Services) are generally identified as **(see attached proposal)**.

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time period: **(as necessary for project design, construction and completion)**. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. **Invoices:** Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. **Payment:** As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. **Failure to Pay:** If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. **Reimbursable Expenses:** Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **1.15**.
- E. **Basis of Payment**
 1. **Lump Sum.** Owner shall pay Engineer for Services as follows:
 - a. A Lump Sum amount of **\$6,000**.
 - b. In addition to the Lump Sum amount, reimbursement of the following expenses: **none**.
 - c. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.

- a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
- 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
 - 1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 - 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

- 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
- 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
- 4. such limited license to Owner shall not create any rights in third parties.

G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.

I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

K. This Agreement is to be governed by the laws of the state in which the Project is located.

L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

- A. Successors and Assigns
 - 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

B. Attachments:

1. Proposal dated January 8, 2026

This Agreement's Effective Date is _____.

Owner

City of Swartz Creek

(name of organization)

By:

(authorized individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Address for giving notices
8083 Civic Drive
City of Swartz Creek, MI 48473

Phone: 810.635.4464

Email: AZettel@cityofswartzcreek.org

Engineer

JW CivilWorks, LLC

(name of organization)

By:

(authorized individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Address for giving notices
312 North Street, Ste. C
Mason, MI 48854

Phone: 517.204.2178

Email: joe@jwcivilworks.com