

City of Swartz Creek

AGENDA

Regular Council Meeting, Monday, April 27, 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 April 13, 2026 MOTION Pg. 37
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 Pending
 - 6C. Hometown Days Permits Pg. 46
 - 6D. Summer Bash Permits Pg. 94
 - 6E. Priority Waste Request for Consent to Change Control Pg. 106
 - 6F. Clerk Professional Service Agreement Pg. 109
7. **MEETING OPENED TO THE PUBLIC:**
8. **COUNCIL BUSINESS:**
 - 8A. Hometown Days Permits RESO Pg. 27
 - 8B. Summer Bash Permits RESO Pg. 32
 - 8C. Housing Legislation Resolution RESO Pg. 33
 - 8D. Council Budget Meeting Schedule RESO Pg. 34
 - 8E. Appointment of City Clerk RESO Pg. 34
 - 8F. Request for Consent to Change Control by Priority Waste RESO Pg. 35
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION Pg. 36

Next Month Calendar (Public Welcome at All Meetings)

Planning Commission:	Tuesday, May 5, 2026, 7:00 p.m., PDBMB
City Council:	Monday, May 11, 2026, 7:00 p.m., PDBMB
Downtown Development Authority:	Thursday, May 14, 2026, 6:00 p.m. PDBMB
Fire Board:	Monday, May 18, 2026, 6:00 p.m., Station #1
Park Board:	Tuesday, May 19, 2026, 5:30 p.m., PDBMB
Zoning Board of Appeals:	Wed., May 20, 2026, 6:00 p.m., PDBMB
City Council:	Monday, May 25, 2026, 7:00 p.m., PDBMB
Metro Police Board:	Wednesday, May 27, 2026, 11:00 a.m., Metro PD

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, APRIL 27, 2026, 7:00 P.M.**

The regular meeting of the City of Swartz Creek city council is scheduled for **April 27, 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 Amy Nichols, 810.635.4464, 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:

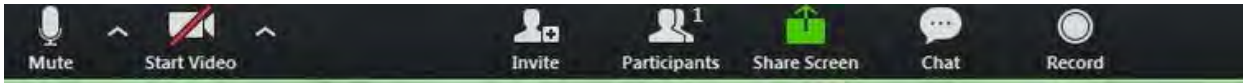
1. At the start time of your meeting, enter the link to join via computer. You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

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 (DMTF) 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.

The City of Swartz Creek is inviting you to a scheduled Zoom meeting.

Topic: Swartz Creek City Council Meeting

Time: April 13, 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/j/kz4Jb4etg>

If you have any further questions or concerns, please contact 810-429-2766 or email anichols@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, April 27, 2026 - 7:00 P.M.

TO: *Honorable Mayor, Mayor Pro-Tem & Council Members*
FROM: Adam Zettel, City Manager
DATE: April 22, 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 businesses may look to explore appeals again.
- ✓ **STREETS** *(See Individual Category)*
 - ✓ **2025-2027 TRAFFIC IMPROVEMENT PROGRAM (TIP)** *(No Change of Status)*
 We have commenced a preliminary request for congressionally designated spending (Senate) and Community Promotion Funds (House) to add necessary funds to our projects. As of writing, it appears this request is to be combined with the county application for funds to improve Maple and Elms near the Advanced Manufacturing District. If these funds are awarded, we will likely need to push construction to 2028 and/or 2029. The previous report follows.

The revised timeline for work on Elms and Miller has been approved. With Elms due for rehabilitation in 2027, preliminary engineering and third-party services have been established as well. Design work has been given the authorization to proceed by the MDOT.

We do plan to perform all work in the timeframe provided. This may be more readily completed because of the proposed increase in our street funding from the state. However, because most of the Miller Road funding is not to be provided until 2029, the city MAY need to look at short term borrowing.

In any event, I will be working with the engineers to consider a greater degree of milling thickness, if affordable, which will add a longer life to the road work.

The new table that includes the timeline, federal funding, and total costs is below. For greater detail and context, see the January 12, 2026 council report.

Section	Repair Type	Beginning	End	Year*	Total Cost	Federal	Local
Miller	Concrete Repair	East Springpoint of Elms	475' East of Tallmadge	2028 (2028)	\$668,502	\$534,802	\$133,700
Elms	Asphalt Resurfacing	South City Limits	North City Limits	2027 (2027)	\$730,313	\$470,800	\$259,513

Miller	Asphalt Resurfacing	Morrish	Elms	2028 (2029)	\$1,287,581	\$747,384	\$540,197
Miller	Asphalt Resurfacing	Tallmadge	Dye	2028 (2029)	\$1,524,916	\$1,114,256	\$410,660

*Years in () are payment years.

\$4,211,312 \$2,867,242 \$1,344,070

✓ **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.

Road cores are being ordered up per the proposal approved on March 23rd. This will provide valuable information regarding road and road base profiles, which will be used to provide rehabilitation options for many major and local streets.

We may be able to tackle some of these projects with our existing fund balance in 2026 and 2027. Again, much may depend on funding for the TIP street projects. If we cannot secure additional funds, it will be difficult to make those happen on our own. As noted, state revenues will increase in the coming years, 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 (Update)**

There was a pre-construction meeting on March 9th. We have been told that Elms shall be subjected to a hard close for three days in early April, but the roads have remained open so far. Traffic is noticeably higher, especially on Miller Road, west bound, but it is manageable.

It appears MDOT is going to be with us until the end of 2027.

-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

-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)**

The following work is approved for 2026. The contractor agreement has been executed and we await a timeline for commencement.

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

This is an ongoing program in which the city cleans and inspects about three miles of collection system each year, over a six to eight year cycle. Areas that require additional attention will be noted during the inspection and included in a rehabilitation or replacement program. With most of the 1950s era clay pipes already lined, we are not coming across many areas that require lining or replacement.

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)

Staff has been working with OHM on the water model initial findings. We held a workshop to help assign various levels of risk and consequences to the city's assets and processes.

Based on previous surveys of the system, there are three areas in our system in which pressures are remarkably different than model expectations, indicating valve issues, incorrect pipe diameters, or related issues. We have explored this phenomenon and it appears to be related to various pressure districts that the county has.

For example, Elms Road at Bristol is about ten feet higher than the Miller and Dye feed to the city, which would indicate pressures at the hydrant that are about 5 lbs less at Elms than at Dye. However, we were experiencing pressures at Elms and Bristol that were about 10 lbs below Miller and Dye. As it happens, Elms Road is part of a different county pressure system that is lower. The result is that an even greater amount of flow enters the city at Miller and Dye than anticipated by the original model.

We have submitted a number of operational and security audit information. The plans and models should be generated in the next couple of months.

The previous report follows.

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).

The RRA should be done around June 1, with the ERP to follow those findings. The current findings for the WRS modeling are resulting in some additional field work. Work on this and the AMP will continue independent of the RRA/ERP and result in the practical guide to water system improvements in the coming years.

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

DLZ has added much detail to our GIS system. We are now at a point in which we are troubleshooting some anomalies or inconsistencies in the mapped data. We are doing so with field work. In addition, we expect them to be able to produce the first system-wide maps that indicate lining and inspection data, which will be very helpful in assessing the system and optimizing ongoing maintenance.

After mapping of the system if found to be accurate, DLZ will proceed with documenting a 20 year asset management plan. This will include a redistricting of our system based on system changes over the last twenty years. The document will also make a determination of theoretical flows based upon changes to the system since the last districting process.

We have three flow meters that are going to be available for three years to measure actual flows in our sewer districts. This will help plan any future expansions and to track inflow and infiltration. We are looking to install our first round of monitoring in districts 1, 2, & 4.

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

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

As an alternative to removing individual footing drains as a means to reduce peak sewer flows during storm events, we have approached the county about the installation of an underground storage tank that could essentially function like a stormwater detention pond for our sewer. They are open to this idea. If we can create a concept that would store enough liquid during peak times, we might be able to manage all of our peak storm flows with one project instead of 100s of individual footing disconnects. The previous report follows.

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** *(Update)*

We have a number of hydrants in various states of conditions to paint still. Rob is working on a plan to do this in-house. The previous report follows.

The contractor has not reached out about finishing the work or disputing our 50% payment. 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 expected a correction of deficient work. However, the contractor is not responding to our requests to complete the project. Since we have not heard from them, we will assume an end to our business and look to complete the project with another contractor or city staff. Rob is leaning towards having staff work on these in 2026.

✓ **GENESEE COUNTY WATER & SEWER MATTERS** *(Update)*

The Drain Commissioner gave a verbal update at the Water and Waste Services Advisory Committee meeting on April 15th. I expect some written correspondence to follow. The update regarded the storm impact from April 3-5, which totaled up to 5" of rain in some areas.

The county indicates that they were able to treat all water with primary treatment and much with blended primary and secondary treatment. Rain water pushed the transportation and sewer treatment facilities to their limits, but the system was able to stay ahead of the excess flow and did not incur any reportable spills/overflows.

Moving forward, the county is going to present some data as it relates to wet weather flows. Using the same metering methods as our community, they are going to report

how communities fared when it comes to inflow and infiltration (I&I). This information will help us plan for future I&I activities, potential added charges, and system constraints.

In other news, we learned that EGLE may be requiring salt monitoring and removal from the treated system. WWS takes issue with this because only a very small fraction of salts are placed into the river from the treated water supply. Most of the salts that wash in during winter and spring months are from streets and parking areas that are washed clean of ice melting salts. We are told that private salt application is up by a factor of four because of a recent court decision that overruled Michigan's standing "Open and Obvious" defense for slippery surfaces in winter. This is pushing many retailers and property managers to make 'always black' parking lot salting the norm (oversalting). The previous report follows.

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.

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.

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

✓ **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 2027**. We are attempting to balance the need for matching funds for Miller and Elms with the ability to work on some local streets. In the meantime, we are obtaining street core samples from many of the local streets in our plan. This will help us plan for rehabilitation in these areas.
3. The **Brewer Condos** project is still expected to submit an incentive application to complete the remaining twelve units. Filed documents indicate that they have until early 2027 to continue.
4. (*Update*) The current phase of **Springbrook East is substantially complete**. We did not get the easement dedication for the street and utilities to the council in time for the state deadline. We still need proper survey instruments and affirmation of the ownership, which we have been seeking for many months. The homeowners association is trying to resolve these issues, which I think is a positive step. Mr. Vertie Brewer with the HOA is very competent and determined.
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**. We have a signed agreement for construction services for Otterburn. I am still looking to get affirmation from the primary HUD fund recipient (Genesee County Parks) prior to commencement, just in case there are issues with

those funds. I expect another sapling tree order for parks. 2026 projects will be discussed at the April Park Board meeting. Additional historical signs are awaiting availability of the historical society to furnish content.

7. **(Update) New Businesses.** The former Trecha Building on Holland has sold and is for lease. The downtown bookstore is open! The property across from Gil-Roys in Clayton continues to gain new activity. There is interest in a couple industrially zoned properties in the city.
8. **Mundy Megasite (Advanced Manufacturing District).** The Genesee Economic Alliance maintains efforts to find a user and continues acquisition and demolitions. It appears the Morrish sale issue is dead for now, which I find to be a mistake for the community. Multiple parties are seeking to improve and increase capacity for Maple Avenue and Elms Road through specific state and federal funding plans. This might include the city's portion of Elms, south city limit to Miller.
9. **The Holland Square** order for the primary structure will be going in shortly. Public Spaces, Community Places (Crowdfunding) should commence in May to support the additional site needs.
10. **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 have pricing on some options that council needs to consider during the budget process.
11. **(Update)** The DDA considered a **Social District about two years ago.** With Bella's Book Nook and the pergola coming in 2026, the DDA has agreed to take another look.
12. 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** abatement is scheduled to start on April 27th. The DDA approved the hiring of a monitoring company to ensure the work goes smoothly.

✓ **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. The contractor developed bid specs and conducted a letting for pricing. These are due on February 26th and will be considered by the DDA. 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 (Update)**

Bids are due for the amphitheater concrete on April 30th. We are attempting to have this work completed prior to concert season. There is a good chance work will occur afterwards. The previous report follows.

Our agreement to spend CDBG funds on the Pajtas Amphitheater ADA drop-off has been approved in the amount of \$24,633. We are working with the Swartz Creek Fine Arts Association to develop a design and bid to complete work related to an ADA drop off and viewing area.

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

The city accepted the low bid from Glaeser Dawes in the amount of \$574,025.15. The DNR has provided a notice to proceed. However, we are holding our notice to proceed for the contractor until we can verify that HUD funds are delivered to Genesee County Parks. Mundy Township and Grand Blanc Township, as co-recipients of the same funds, are in the exact same position. The previous report follows.

We have sufficient funds from the DNR, HUD, and donations to cover all proposed construction expenses. Preliminary and construction engineering services have previously been approved and budgeted by the city.

The engineer expects substantial completion on July 1, with full completion on July 30th. The previous report follows.

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. I am working with Signs By Crannie to get pricing for some high priority signs that council can consider for the FY2027 budget. These will include gateway signs and some potential directional signs. The initial pricing from Signs by Crannie is higher than expected. I am soliciting prices from a couple other companies. 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** *(Update)*

With Bella's Book Nook due to open soon and the Pergola at Holland Square coming in 2026, the DDA is going to revisit this issue, likely at their May meeting. The April 13 packet included an article that illustrates how Davison is approaching this. You will notice how the days, times, and geography can all be controlled. In addition, many allowances can be limited to sanctioned events. Please share any thoughts or questions on the matter. The prior report follows.

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** *(No Change of Status)*

The DDA affirmed financing for the pergola structure. MSHDA has signed off on the two phase approach, so we can place our order. I do not expect this to be a problem. Once the Public Spaces Community Places crowdfunding program is activated, which should be in May, we can raise the rest of the funds necessary to adding lighting, sound, signs, etc.

See the February 23, 2026 packet for prior project details.

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

Resurfacing of Cross Creek Drive has occurred. Our engineer conducted many inspections, recommended specific repairs, and documented the work. 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)**

The Genesee County Land Bank has taken possession of Wade Street property. Some of us were able to tour the site on April 21st. While the building appears to be structurally sound (floor, most of the roof, walls, etc.), we believe a massive amount of work (funds) would be needed to bring this building into a state of environmental and code compliance, even for storage.

I am following up with other Land Bank contacts regarding the potential for a demolition or sale, to us or another party. I am also checking on likely environmental testing that this group might perform. I will report back to the council. Based on prior discussions, we are working with neighborhood stability being the top priority (noise, appearance,

contaminants from the site). Potential use by the city is also a priority. Potential use/taxes by a third party comes in as a lower priority.

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

We should get full compliance on this issue. One owner that met this action in court has agreed to a consent judgement to correct the issue. The remaining owners have done so voluntarily or are on voluntary timelines for compliance. See the September 22, 2025 packet for full details.

✓ **CONSUMERS ENERGY FRANCHISE** *(No Change of Status)*

As our attorney reviews their request, we have actually had some difficulty with CE. Notably, their crews hit a marked water service and culvert on Hill Road this winter, which we repaired at a cost of over \$20,000. I have been having discussions with CE about this specific issue (seeking reimbursement), as well as the issues we face in sharing utility corridors with CE in general.

The previous report follows.

The franchise agreement that the city has with Consumers Energy to set the terms and conditions under which they provide electric and gas service in the city expires this year. They have requested to renew this, and I have our attorney's office reviewing that request. I am seeking to ensure we have the most favorable terms as it relates to ensuring proper service to residents and to ensuring appropriate use of our right of ways.

While CE is probably the best occupant of our right of ways as it relates to notices for disruption, restoration, and the convenience of the infrastructure, there may be more we can do to create more functional and attractive ROW's in the city through an updated agreement.

I expect this to be on one of our spring agendas.

✓ **CONGRESSIONALLY DESIGNATED SPENDING** *(Update)*

As of writing, our project has been consolidated into a matching application for the previously mentioned Build Grant that the Genesee County Road Commission is pursuing to improve Maple Avenue and Elms Road. Subsequent and amended applications have been submitted. I suspect this change will greatly increase our odds of receiving funds. This submission may also alter the scope of the project in a manner that adds additional rehabilitation or reconstruction work. I will keep the council informed. The previous report follows.

I have submitted a preliminary request to Representative McDonald Rivet's office for Community Promotion Funds. These are the funds that our elected officials can often look to provide through established federal programs, such as the HUD funds for Otterburn. In the Senate, they are referred to as Congressionally Designated Spending.

I believe our best and most fundable project is the road work for Miller and Elms Roads. This set of projects is partially funded already, has regional impact, is very visible, and is nearly shovel-ready status. Because of the proximity to the Advanced Manufacturing

District, this submission should carry some positive weight. We will likely be working with Senator Peters as well so that there is a working advocate in both the Senate and the House.

✓ **BUILDING DEPARTMENT FEES** *(No Change of Status)*

It appears we may be paying fees for inspections for some permits twice. For example, if we receive a \$200 fee for a furnace, \$150 of that goes to Mundy, with \$100 to be set aside for an inspection by Mundy. In addition to the \$150 fee to Mundy, we are getting a separate invoice for \$100 to cover the inspection. I have raised this issue with them and expect it to be corrected.

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

✓ **MONTHLY REPORTS** *(Update)*

Monthly reports are included.

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

✓ **PLANNING COMMISSION** *(Update)*

The planning commission is scheduled to meet on May 5, 2026. There is a special land use application to affirm outdoor commercial storage at 5256 Morrish Road, Swartz Creek Mini Storage.

✓ **DOWNTOWN DEVELOPMENT AUTHORITY** *(No Change of Status)*

The DDA met on April 9, 2026. They approve the third party monitoring agreement for asbestos mitigation services. They also deliberated on the potential for a social district downtown, more street lighting on Holland Drive, ADA spaces on Holland Drive, and marketing options. In addition, there is interest in placing a 250th mural on the Swartz Creek Pharmacy wall. This may be an effort between the DDA, Flint Art Project, and local volunteers.

The next DDA meeting is scheduled for May 14th. This will likely be a budget meeting.

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

The ZBA selected officers and held their annual training during their March 18 meeting. This group meets, as needed, on the third Wednesday of each month.

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

The Park Board did not meet in April. They will meet on May 19th to establish a summer work plan, once the budget draft is available. At the March meeting, they did not take any action, but they considered a number of items that may be on future agendas. They are requesting pricing for new picnic tables, Otterburn Park insect control, and the potential to expand pickleball. They also discuss the Otterburn park ribbon cutting and the potential for a mural.

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

The Board of Review went well and was quiet. There were a total of nine petitions. Of these, five were late personal property or uncappings and four were people who came in to appeal. Three of the four actually appealed their assessment and one requested information about tax exemptions for being disabled.

The Board and Jacquie all did a good job and everything went smoothly.

✓ **CLERK'S OFFICE/ELECTION UPDATE (Update)**

- ❑ Jacqueline Forrest is seeking affirmation by the city council to take on Clerk duties.
- ❑ Amy, as Deputy Clerk, has been taking on management of these duties.
- ❑ 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.

✓ **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 continues to fill pot holes.
- ❑ DPS responded to several calls on Saturday April 4th due to a severe rain storm. If you didn't see it, the creek reached all the way to Winshall drive with Abrams park being fully submerged and most of the road underwater. While many streets flooded they did drain quickly once the level of the creek returned to a more normal level. All and all the park and the city systems performed well and city assets didn't suffer any noticeable damage.
- ❑ There were a couple of sewer calls caused by the sewer being overloaded. We didn't have any plugged sewers during the event..
- ❑ Seasonal woodchipping started on April 7th.
- ❑ Looking at the weather forecast it appears we will be able to open the park bathrooms next week as there aren't any predicted below freezing temps in the next 10 days.
- ❑ 2025 Consumer Confidence Report for Drinking Water is now on the website and available for viewing at City Hall, Senior Center and the Library.
- ❑ DPS is sweeping the streets for the first time this is season.
- ❑ Traffic closures are ongoing on Miller and I-69. The entrance ramps onto I-69 are closed. Elms road so far has been using flagmen to keep the road open but allow the construction work to be performed. Traffic as a whole hasn't been terrible thus far.

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

Property tax season is over and all delinquent real property taxes have been turned over to Genesee County and settlement is complete. 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 Patronicity has been funded on December 2nd. We expect to open the link for fundraising in April. As of the date of this report no new update.
- ❑ 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.

- ❑ Request for the letter of support from the Swartz Creek Chamber of Commerce was requested at the end of November. A letter of support was provided.
- ❑ Dort Financial CU naming rights check in the amount of \$25,000 was received in December and the final amount of \$25,000 was received in December.
- ❑ Bella's Book Nook Café will be applying for the Match on Main in March for reimbursement for bookshelves, Coffee & tea mugs. Application was submitted in April.
- ❑ Applied for \$60,000 through a partnership with Main Street America and General Motors. The application was denied in April.
- ❑ Applied for \$20,000 through the Community Foundation of Flint.
- ❑ Met with Congressional Staff to submit letters of support from Sen Cherry, Flint & Genesee Economic Alliance and Curbcoco for a City and Genesee County joint request through Congresswoman McDonald Rivet for \$900,000 in federal funding to support expanded roadway improvements along Miller Road.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **CLERK AGREEMENT** (*Business Item*)

We have concluded our search for a new City Clerk. I seek affirmation of our own Jacqueline Forrest. We find Jacquie to have an extremely strong work ethic, outstanding personal skills, strong adaptability, and enough related experience to make this transition.

Jacqueline worked as an assistant to the clerk in Flint Township for twelve years prior to starting her own business and eventually joining our team over two years ago as an administrative clerk. She is very proficient in a large spectrum of our operations, works well in BS&A, and has worked in most facets of elections. Among other attributes and experience, she offers the following:

- Two years' experience working at the front desk at Swartz Creek city hall, balancing the water and tax payments, scheduling maintenance, data entry, scheduling park reservations, creating purchase orders, receipting daily deposits for the entire city and preparing bank deposits for the city treasurer.
- Swartz Creek City Certified in Payable Accounts, Miscellaneous Receivable and Election Accreditation.
- Completed Michigan Certified Assessing Technician (MCAT)
- Efficient in the following BS&A programs; Utility Billing, Tax, Delinquent Personal Property, Assessing, Building Department, Accounts Payable, Miscellaneous Receivables, Purchase Orders and Cash Receipting
- Assisted in both the 2024 Swartz Creek elections; issuing ballots, training election workers, setting up the cities polling location, closing polls and receiving board.

I recommend approval of an agreement with Mrs. Forrest to take on the responsibilities of the City Clerk. I am including a compensation package that places her in the middle of the hiring range, at \$60,000 per year, with opportunities for increases based upon experience and credentialing.

Jacque is agreeable to maintain a presence in the front office so that she can continue to assist and engage in those services. She will also continue to perform tasks related to accounts payable, miscellaneous receivables, and purchase orders. This will be a great help to our operations.

If promoted, we will post an opening for a customer service oriented administrative assistant immediately.

I am including an agreement that includes terms, conditions, compensation, and the job description, as well as a resolution.

If you have any questions or seek additional information, please reach out to me directly!

✓ **HOMETOWN DAYS PERMITS** (*Business Item*)

Included with the packet are the resolutions related to the Hometown Days events for 2026. The event is going to operate between Thursday, May 28th and Sunday, May 31st. I have included the applications for street use, municipal property use, for the general activities, fireworks, and parade. Insurance documents, property permission slips, and related documents have been submitted separately and will be verified by staff as a condition of the approval.

The parade route is the same, from the PAC to St. Mary's via Fredrick Street. The entire carnival activities are to remain on the Kincaid grounds, and they do plan to have the west side of Morrish partitioned for pedestrian use between Kincaid and Ingalls. This has occurred for many years now and has functioned well. Fireworks are on Friday, and they are holding a car show on Saturday, May 30th. Their plan is to place this on Morrish Road between Miller and Wade Street like they did last year.

Additional resolutions are included for the traffic control barricade rental cost, discharge of ceremonial rifles, annual fireworks, possession of exotic animals, and the curfew enactment. Concerning barricades, the city previously absorbed the cost of the contracted cost for barricade rental. However, this contribution has been limited to \$1,750 for the last seven years via resolution.

Festival hours have been subject to much deliberation this year. Given safety issues experienced in prior years, the festival made a number of operational changes since 2023 or so. In addition to enactment of the curfew ordinance, which the festival desired, the event has previously enacted reduced hours, increased security, altered boundaries, new rules, new lighting, and the elimination of some attractions. Most of these changes were in place since the 2024 event. For the 2025 year, the biggest change was a further reduction in the carnival hours to reflect a 6pm end time. This was strongly supported by Metro Police and resulted in an orderly and safe event.

With the event going well, the committee was looking to return to a free festival that operated until 10pm on all nights. After consultation with Metro, they are seeking an 10pm close for Thursday, 8pm close for Friday and Saturday, and 6pm Sunday. This compromise appears agreeable to the Metro PD.

The only other notable change this year is that HTD's is seeking use of 4484 Morrish (Church property) for parking, overnight stays, and use by the festival RV's and campers. [This is noted at 4492 Morrish in their letter]. This use is normally conducted on other private property within the city, but that space is no longer available.

As usual, I expect someone from the event to be in attendance to represent the Hometown Days Committee for questions. This is a long-standing and large event, with many supporters and detractors, benefits and costs. Overall, we have been able to manage essential services and facilities with small inconvenience on our part. Our two public safety chiefs have signed off on the event, and staff has no additional reservations as this time.

✓ **SUMMER BASH PERMITS** (*Business Item*)

The Summer Bash is hoping to return for its second year at Holland Square and Holland Drive. They are submitting applications to use Holland Drive and Holland Square on Saturday, June 20, 2026, from 7am to 6pm (event hours are 10am to 3pm). They propose to set up vendor stalls, food trucks, music, inflatables, a dunk tank, and related activities. They request access to the properties from 9am to 6pm. In addition, they are requesting about 1,500 gallons of water to fill a mermaid tank.

This type of event is exactly the thing that we have been hoping would happen with the development of the square. The event was successful last year. This year, they are partnering with a new charitable entity, Rebecca's Reason. This entity has a heavy presence in the area and is in good standing with LARA. In addition, I do not see the provision of water (~\$20 worth) as an issue. I support approval. A resolution is included in the packet.

✓ **MICHIGAN HOUSING BILL PACKAGE OPPOSITION** (*Business Item*)

I do not often advocate for the council to take a formal position on legislation, but the MML and many other communities continue to battle a package of bills that we believe will have a very detrimental impact on communities and Home Rule in general. As such, I am asking the council to consider a resolution to oppose the Michigan Housing Bills.

Michigan House Bills 5529–5532 and 5581–5585 form a broader “housing” package aimed at increasing housing supply by limiting local zoning authority and standardizing development rules statewide.

In general, the bills preempt local governments (cities, villages, townships, counties) from enforcing certain zoning restrictions. For example, HB 5529–5530 cap minimum lot sizes for single-family homes (e.g., around 1,500 sq. ft. where water/sewer are available), reducing local ability to require large parcels.

Related bills extend this concept by restricting local controls on setbacks, dwelling sizes, and land division standards, effectively reducing regulatory barriers to development.

The companion bills (HB 5581–5585) further promote housing flexibility by allowing smaller homes (e.g., minimum size caps around 500 sq. ft.), accessory dwelling units (ADUs), and changes to parking and density rules, while also enabling duplexes or similar housing types in more areas.

Supporters argue the package addresses housing shortages and affordability by reducing regulatory constraints. While this may be one of the results, I also find that it overrides local planning, increases density in established neighborhoods, and shifts land-use control from local to state level.

In short: the bills seek to expand housing options statewide by mandating uniform zoning limits, but they do so by significantly reducing local land-use authority. In practice, and without any local exclusion, we could see Winchester Village begin to convert existing units into duplexes. Given our existing problems with parking, this is an example of the state using a broad brush to solve a complex and nuanced problem that varies community to community.

✓ **FISCAL YEAR 2027 BUDGET SCHEDULE FOR CITY COUNCIL (*Business Item*)**

A draft budget is not fully complete at this time. We will look to get this to council as soon as possible, with a budget workshop planned for May 11th. I propose a 5pm start to the workshop, since 90 minute sessions that we held previously seemed inadequate. We will look to provide refreshments and a pizza/salad dinner like we usually do.

At that meeting, we can look to set a public hearing for the 25th of May. Based upon prior years, it seems unlikely that we will have our truth in taxation figures from the county by that point so I expect final budget approval will be at the first meeting in June.

Initial staff findings are that the budget will balance across all funds when accounting for operations. The working draft does not offer any remarkable opportunities or risks. Street funds appear to support all proposed TIP projects, but excess funds for additional work will be pending additional support in the form of congressional designated spending.

✓ **PRIORITY WASTE REQUEST TO AFFIRM OWNERSHIP CHANGE (*Business Item*)**

Priority Waste has notified the City of a pending change in ownership at the equity level and is requesting consent pursuant to the existing solid waste agreement. The proposed transaction involves new majority investment but does not change the operating entity. Priority Waste LLC will remain the contracting party, and the company has indicated there will be no assignment of the agreement, no change in service delivery, and no interruption in operations.

This type of request is typical in private investment transactions and is generally administrative in nature. The City's consent acknowledges the ownership change but does not modify the terms of the agreement or expand the City's obligations. However, providing formal consent ensures compliance with contractual provisions related to change of control and avoids potential ambiguity regarding the City's position.

It is recommended that Council approve the requested consent with language confirming that no assignment of the agreement is recognized and that all existing rights, remedies, and protections available to the City under the agreement are expressly preserved.

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.

Check Register Inquiry: The highlighted totals reference single vendor totals for multiple invoices (see April 14, 2026 email with image).

Mundy Demolitions: I reached out to Mundy about the plan for wells and septic in the demolition zone. I was informed that “[Mundy] require[s] documentation of the applicable combination of public water disconnect, sewer capping, well capping, and/or septic abandonment from the appropriate agency of jurisdiction (WWS, EGLE, County Health Dept., etc.) prior to issuing a demolition permit.”

Cemetery Gates: These have been repaired.

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, April 27, 2026, 7:00 P.M.**

Motion No. 260427-4A **MINUTES – APRIL 13, 2026**

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, April 13, 2026, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 260427-5A **AGENDA APPROVAL – APRIL 27, 2026**

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of April 27, 2026, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 260427-6A **CITY MANAGER’S REPORT**

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of April 27, 2026, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

*******Master Resolution*******

Resolution No. 260427-8A **MASTER RESOLUTION TO APPROVE VARIOUS PERMITS
RELATED TO THE 2026 HOMETOWN DAYS EVENTS**

Motion by Councilmember: _____

WHEREAS, Swartz Creek Hometown Days organization is a recognized charitable entity that operates in Swartz Creek; and

WHEREAS, Hometown Days is seeking permits and approvals to operate an annual festival on private and public grounds within the city, including a parade, carnival, petting zoo, fireworks display, 'beer tent', food/drink vendors, a car show, and numerous other activities; and

WHEREAS, the City Council finds the Hometown Days organization and the event to be beneficial to the public and in good standing; and

WHEREAS, Section 13.01.G of Appendix A of the City Code of Ordinances provides for conditions of approval for a festival within the city, provided that the duration is less than 10 days, the operator is a charitable entity, and city council approval is required.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek hereby approves Resolutions/Motions 260427-8A1 through 260427-8A10, allowing for the various permits related to the annual Swartz Creek Hometown Days festival, to be held beginning Tuesday, May 26, 2026 and concluding on Monday, June 1, 2026, inclusive of all stipulations and conditions as specified and listed within, including the provision of valid insurance that lists the City of Swartz Creek as an additionally insured party for all events.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**Resolution No. 260427-8A1 HOMETOWN DAYS EVENT, CARNIVAL, PARADE,
GENERAL STREET & MUNICIPAL PROPERTY USE
PERMITS**

I Move the City of Swartz Creek approve and authorize the Swartz Creek Hometown Days Committees' application for street closing and City property use permits for the following locations:

1. Morrish between Miller and Ingalls-Wade, Car Show, Saturday, May 30th, 7:00am to 4:00pm.
2. City Lot located at the southwest corner of Miller and Morrish, Car Show, Saturday, May 30th.
3. Ingalls at Holland and Park Land located to the North and Northwest of the intersection of Morrish and Ingalls, Car Show, Saturday, May 30th.
4. City owned property, 4505 Fortino.
5. City owned property, Fortino (Branoff)
6. City owned property, 5012 Holland Drive (Holland Square)
7. City (DDA) owned property, 4484 Morrish Road
8. Fire Hall out lot properties.
9. Use of DPW Yard and Generator (access subject to department).

Street and City property use, unless otherwise indicated, begins Tuesday, May 26, 2026 at 9:00 a.m. until Monday June 1, 2026 at 9:00 A.M., for the purpose of, and authorization to

conduct a carnival, vendor/display areas, car show and or other similar events under the following stipulations:

1. Insurance certificate naming the City as insured in the amount not less than \$1,000,000.00 (One-Million Dollars)
2. Written permission from deed holders of any private properties to be used and appropriate insurance certificates naming such parties as additional insured: City of Swartz Creek 8083 Civic Drive; Atkinson Construction 12568 Lansing Hwy, Durand; W M Kincaid Trust 5086 South Morrish; St. Mary's Catholic Church 4413 Morrish Road; Mark O'Brien 5099 South Morrish; Kallas Heating and Cooling 8077 Miller; Swartz Creek Schools 8354 Cappy (High School/Middle School); Ashley Hotchkiss 8280 Crapo; Swartz Creek Area Fire Department; Draft 9128 Miller Road.
3. Sufficient number of portable bathrooms placed and located, and liter control program in accordance and under the approval of Director of Community Services.
4. Carnival operations shall cease at 10:00pm on Thursday, May 28 and at 8:00pm on Friday, May 29th, Saturday, May 30th and 6:00pm on Sunday, May 31st.
5. Approval by the Chief of Police. Traffic control and pedestrian safety plan in accordance with and under the approval of office of Chief of Police.

Resolution No. 260427-8A2 HOMETOWN DAYS, STREET USAGE PERMIT, MOTOR AND PEDESTRIAN PARADE

I Move the Swartz Creek City Council approve and authorize the Swartz Creek Hometown Days Committees' application for street closing / usage permit for Saturday, May 30, 2026 from 9:00 a.m. until 12:30 p.m. for purposes of conducting a parade, streets to be used include the high school performing arts center entrance, Miller Rd, and Fredrick Street under the following stipulations:

1. Insurance certificate naming the City as an additional insured party in the amount not less than \$1,000,000.00 (One Million Dollars).
2. No candy or other objects be thrown or handed from, to or at any vehicle, trailer, float, or similar, and further, that the Hometown Days Committee establish and maintain a list of all participants and/or entries in the parade that identifies a contact person, such contact to be informed by the Hometown Days Committee of the stipulation and motor vehicle code enforcement actions for violations thereof.
3. General approval, and under the direction and control of the Office of the Chief of Police.

Resolution No. 260427-8A3 HOMETOWN DAYS PERMIT, AERIAL FIREWORKS DISPLAY

I Move the Swartz Creek City Council approve and authorize the Swartz Creek Hometown Days Committee's application for one fireworks aerial display to be held on Friday, May 29, 2026, at or shortly after dusk, with a cancellation date of Saturday, May 30, 2026, at or shortly after dusk, to be launched from properties directly west of the Swartz Creek Middle

School Building, said properties owned by the Swartz Creek School District and Ms. Ashley, under the following stipulations and conditions:

1. Insurance certificate naming the City as insured in an amount to be determined adequate by the City Manager.
2. Written permission from the aforementioned parcel owners along with acceptable insurance certificates naming said parcel owners as additional insured parties, in an amount to be determined adequate by the City Manager.
3. Traffic Control Plan and administration by the Offices of Chief of Police and Director of Community Services.
4. Detailed Plan submitted to and approved by the Fire Chief.
5. All decisions concerning the event and cancellation thereof, if needed, under the direction and control of the Fire Chief.

Resolution No. 260427-8A4 HOMETOWN DAYS PERMIT, OPERATE ENTERTAINMENT TENT

I Move the Swartz Creek City Council approve and authorize the Swartz Creek Hometown Days Committee application to operate an entertainment tent with the sale of beer and wine for consumption on the premises, along with live entertainment, to be held on Parcel No. 58-02-200-014, owned by W M Kincaid Trust and located 5086 Morrish Road, south of Wade Street, beginning Thursday, May 28, 2026 11:59 PM through Sunday, May 31, 2026, 9:30 PM, under the following stipulations:

1. Michigan Liquor Control Commission Approved Application with appropriate insurance in accordance with the rules of the L.C.C. and naming the City and all other property owners as additional insured parties, in an amount not less than \$1,000,000 (One Million Dollars).
2. Portable bathrooms appropriately located and litter control program in accordance and under the approval of Director of Community Services.
3. Traffic control and pedestrian safety plan in accordance with and under the approval of Office of Chief of Police.
4. Adherence to all L.C.C. stipulations and regulations, state and local laws.
5. No music after 11:00 p.m. Thursday, May 28, 2026 and after 1:30 a.m. the night of Friday, May 29, 2026 (Saturday Morning), and Saturday, May 30, 2026 (Sunday Morning), and Sunday, May 31, 2026, 9:30 PM.
6. Adequate security as approved by the Chief of Police.
7. Adherence to and under the direction and control of the Office of the Chief of Police.

Resolution No. 260427-8A5 HOMETOWN DAYS PERMIT, CEREMONIAL DISCHARGE OF A FIREARM

I Move the Swartz Creek City Council, pursuant to section 10-212(3) of the Code of Ordinances, approve and authorize the Swartz Creek Hometown Days Committee to discharge weapons as a part of a military concert and ceremonial military honor guard, to be held at the Swartz Creek High School's outdoor football stadium, on Friday, May 29, 2026, at approximately 9:00 p.m., in conjunction with a concert and aerial fireworks display,

with a backup rain date of Saturday, May 30, 2026 at approximately 10:00 p.m. under the following stipulations and conditions:

1. Insurance certificate naming the City as an additional insured party in an amount not less than \$1,000,000.00 (One Million Dollars).
2. The party(ies) discharging the weapon(s) must be a practicing military honor guard trained and capable in the handling of firearms.

Resolution No. 260427-8A6 HOMETOWN DAYS PERMIT, CEREMONIAL DISCHARGE OF A FIREARM

I Move the Swartz Creek City Council, pursuant to section 10-212(3) of the Code of Ordinances, approve and authorize the Swartz Creek Hometown Days Committee to discharge weapons in conjunction with a Parade and as a ceremonial military honor guard, to be held along Miller Road on Saturday, May 30, 2026, at approximately 10:00 A.M., under the following stipulations and conditions:

1. Insurance certificate naming the City as an additional insured party in an amount not less than \$1,000,000.00 (One Million Dollars).
2. The party(ies) discharging the weapon(s) must be a practicing military honor guard trained and capable in the handling of firearms.

Resolution No. 260427-8A7 WAIVER OF INSPECTION FEE, HOMETOWN DAYS COMMITTEE

I Move the City of Swartz Creek waive the permit fees for the temporary structure (trailer) and electrical permit inspection fees for the Swartz Creek Hometown Days Committee.

Resolution No. 260427-8A8 TRAFFIC CONTROL APPROPRIATION

I Move the City of Swartz Creek provide traffic control devices to ensure the safety of the public during the duration of the Swartz Creek Hometown Days event and hereby direct the Director of Public Works to order or supply barricades sufficient to do so at a cost not to exceed \$1,750, appropriated to the community promotions department of the general fund.

Resolution No. 260427-8A9 RESOLUTION TO APPROVE THE POSSESSION OF ANIMALS OTHERWISE PROHIBITED BY ORDINANCE

WHEREAS, the festival activities include various animal events and attractions that include animals that are prohibited without approval as outlined in Ordinance Section 3-1.; and

WHEREAS, the Hometown Days Chairperson requested the city council to affirm approval of certain animal events and activities as outlined in a letter dated February 3, 2026; and

WHEREAS, the City Council finds these activities to be in line with prior events and approvals as part of the routine functions of the festival.

NOW, THEREFORE, BE IT RESOLVED the Swartz Creek City Council hereby authorizes the Whispering Pines Mobile Farm/Petting Zoo, the Agricultural tent, and related features

and animals to operate and be present within the city and for such operation to hereby be incorporated into the festival permit for Hometown Days.

Resolution No. 260427-8A10 RESOLUTION TO APPROVE A TEMPORARY SPECIAL EVENT CURFEW BY ORDINANCE

WHEREAS, Ordinance Section 10-310 provides provisions for a temporary curfew to be enforced for special events as deemed necessary by the City Council; and

WHEREAS, the Hometown Days Committee is enforcing a curfew on the grounds of the festival and requests that public grounds adjacent to the festival also enforce such an ordinance; and

WHEREAS, the City Council finds that a curfew that mirrors the special event curfew will protect the health, safety, and welfare of the public as outlined in Ordinance Section 10-310.

NOW, THEREFORE, BE IT RESOLVED the Swartz Creek City Council hereby authorizes the enforcement of a temporary Special Event Curfew to commence on Thursday, May 28, 2026 through Sunday, May 31, 2026, said curfew to be in effect between 9:00 p.m. and 6:00 a.m.

BE IT FURTHER RESOLVED that the area designated for the Special Event Curfew shall match that of the outer boundaries of the Swartz Creek Downtown Development Authority, as indicated in the 2022 Downtown Development Plan.

BE IT FURTHER RESOLVED that the City Clerk shall post notice of this curfew, including a map at the city offices and in a newspaper of general circulation.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 260427-8B RESOLUTION TO APPROVE A MUNICIPAL PROPERTY RESERVATION AND STREET CLOSURE PERMIT FOR THE SUMMER BASH

Motion by Councilmember: _____

WHEREAS, Rebecca’s Reason is a recognized charitable entity that is in good standing and that operates in Swartz Creek; and

WHEREAS, said organization submitted an application to close Holland Drive and Holland Square for the purpose of hosting a single-day family event that his available to the public; and

WHEREAS, the event includes vendors, food trucks, inflatables, music, and related offerings; and

WHEREAS, the City Council finds the organization and the event to be beneficial to the public and in good standing.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek hereby approves the application for a street usage permit and municipal property reservation application to conduct “Summer Bash” event on Saturday, June 20, 2026 from 10am to 3pm (closure from 7am to 6pm), applicant: Rebecca’s Reason, Inc., in accordance with the application submitted, under the direction and control of the Chief of Police.

BE IT FURTHER RESOLVED that the City of Swartz Creek hereby approves the contribution of approximately 1,500 gallons of water to support one of the vendor attractions.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 260427-8C

RESOLUTION TO OPPOSE STATE PREEMPTION OF LOCAL ZONING AUTHORITY THROUGH THE PROPOSED HOUSING READINESS PACKAGE

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek is granted zoning and land use authority pursuant to the Michigan Zoning Enabling Act; and

WHEREAS, land use and zoning regulations are matters of local concern best addressed by local officials who understand their community and ensure public participation and consistency;

WHEREAS, the proposed “Housing Readiness” legislative package preempts and limits local zoning authority and diminishes the ability of local governments to respond to specific needs and development decisions;

WHEREAS, preemption of local zoning authority circumvents the role of local officials and reduces the ability of local control to balance growth, infrastructure capacity, public safety services, environmental protections, fiscal responsibility, and long-term planning goals of their communities; and

WHEREAS, preservation of local planning and zoning authority is essential and many municipalities are actively addressing housing supply and affordability through master planning, zoning updates, and other efforts which require local discretion;

NOW, THEREFORE, BE IT RESOLVED, that the Swartz Creek City Council formally opposes House Bills 5529 through 5532, as well as House Bills 5581 through 5585, and along with related proposed legislation, that preempts or limits local zoning and land use authority; and

BE IT FURTHER RESOLVED, that the Swartz Creek City Council urges the Michigan Legislature to vote in opposition, to instead support local control and work collaboratively with municipalities; and

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be transmitted to the Governor of Michigan, the City's State Senator and State Representative, the Michigan Municipal League, and appropriate legislative committees considering this legislation.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 260427-8D

RESOLUTION TO CHANGE THE TIME OF A REGULAR CITY COUNCIL MEETING

Motion by Councilmember: _____

WHEREAS, the Swartz Creek City Council has established a regular meeting schedule; and,

WHEREAS, the Council finds it necessary to adjust the meeting time for the May 11, 2026 meeting in order to accommodate a budget workshop session.

NOW, THEREFORE, BE IT RESOLVED that the meeting time for May 11, 2026 is hereby changed from 7:00pm to 5:00pm.

BE IT FURTHER RESOLVED that proper notice of this change shall be posted in accordance with the Michigan Open Meetings Act.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 260427-8E

RESOLUTION TO APPROVE THE CITY CLERK PROFESSIONAL SERVICE AGREEMENT

Motion by Councilmember: _____

WHEREAS, section 4.2 of the City Charter provides that the appointive office of Clerk shall be filled by the City Manager with approval of the City Council; and

WHEREAS, section 7.3 of the City Charter provides for the fundamental duties of the Clerk; and

WHEREAS, Amy Nichols is temporarily serving in the role of City Clerk, and City had concluded a search to permanently fill the office of City Clerk; and

WHEREAS, Ms. Forrest and the City have come to an agreement on specific terms and conditions regarding her appointment to the office of City Clerk.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek approve the Agreement between the City of Swartz Creek and Jacqueline Forrest as included herein, and further authorize the Mayor and acting City Clerk Mrs. Nichols to execute the agreement on behalf of the City.

BE IT RESOLVED that the City of Swartz Creek City Council authorizes and directs the City Manager to oversee the phased and official transfer of duties from Mrs. Nichols to Mrs. Forrest, as is practical and prudent, commencing April 28, 2026, with full transfer of duties expected by May 31, 2026.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 260427-8F

RESOLUTION TO APPROVE CONSENT TO CHANGE OF CONTROL – PRIORITY WASTE LLC

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek (the “City”) is a party to a solid waste collection and disposal agreement (the “Agreement”) with Priority Waste LLC (“Priority”); and,

WHEREAS, Priority has notified the City of a proposed transaction resulting in a change of control at the equity ownership level of Priority (the “Transaction”); and,

WHEREAS, Priority has requested the City’s acknowledgment and consent to the Transaction pursuant to the terms of the Agreement; and,

WHEREAS, the City understands that Priority Waste LLC will remain the contracting party under the Agreement, that no assignment of the Agreement is proposed, and that services are expected to continue without interruption; and,

WHEREAS, the City desires to acknowledge the Transaction and provide the requested consent, subject to the reservations and conditions set forth herein.

NOW, THEREFORE, BE IT RESOLVED:

1. Consent to Change of Control

The City hereby acknowledges and consents to the Transaction constituting a change of control of Priority Waste LLC, solely to the extent required under the Agreement.

2. No Assignment or Novation

This consent is expressly conditioned upon and limited to the understanding that:

- Priority Waste LLC shall remain the contracting party under the Agreement;

- The Transaction does not constitute an assignment, transfer, or novation of the Agreement; and
- No substitution of contracting entity is authorized or approved by this Resolution.

3. Reservation of Rights

The City expressly reserves all rights, remedies, and protections available under the Agreement and applicable law, including but not limited to rights related to performance, default, termination, and enforcement.

Nothing in this Resolution shall be construed as:

- A waiver of any provision of the Agreement;
- A modification of the Agreement; or
- A determination that the Transaction does not otherwise implicate any provision of the Agreement, except as expressly stated herein.

4. No Expansion of Obligations

This consent does not create any new obligations, approvals, or waivers beyond those expressly required under the Agreement.

5. Authorization

The City Manager is hereby authorized and directed to execute any documents necessary to effectuate this consent, consistent with the terms of this Resolution.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 260427-11A

ADJOURN

Motion by Councilmember: _____

I Move the Swartz Creek City Council adjourn the regular council meeting of April 27, 2026.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE April 13, 2026**

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: Melen, Spillane, Gilbert, Hicks, Krueger, Knickerbocker, Henry.

Councilmembers Absent: None.

Staff Present: City Manager Adam Zettel, Treasurer Amy Nichols, DPW Director Rob Bincsik

Others Present: Attorney Chris Stritmatter, Jeff Kelley

Others Virtually Attended: Grace Hogan

APPROVAL OF MINUTES

Resolution No. 260413-01A (Carried)

Motion by Councilmember Spillane
Second by Councilmember Krueger

I Move the Swartz Creek City Council approve the Minutes of the Closed Session at the Council Meeting held Monday March 9, 2026 to be circulated and placed on file.

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

Resolution No. 260413-01B (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 March 09, 2026 to be circulated and placed on file.

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

Resolution No. 260413-01C **(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 March 23, 2026 to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 260413-02 **(Carried)**

Motion by Councilmember Krueger
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Agenda as printed for the Regular Council Meeting of April 13, 2026, to be circulated and placed on file.

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

CITY MANAGER'S REPORT

Resolution No. 260413-03 **(Carried)**

Motion by Councilmember Melen
Second by Councilmember Gilbert

I Move the Swartz Creek City Council accept the City Manager's Report of April 13, 2026, including reports and communications to be circulated and placed on file.

Discussion Ensued.

YES: Hicks, Krueger, Knickerbocker, Henry, Melen, Spillane, Gilbert.

NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

None.

COUNCIL BUSINESS:

PROCLAMATION TO RECOGNIZE NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK; APRIL 12-18,2026

Proclamation No. 260413

WHEREAS, emergencies can happen at any time, and the first step in getting help is often a call for assistance; and,

WHEREAS, the individuals who answer those calls serve as the first voice of help in an emergency, providing calm, direction, and reassurance when it is needed most; and,

WHEREAS, their role goes beyond answering phones, as they gather critical information, coordinate response efforts, and help ensure that police officers, firefighters, and paramedics can respond safely and effectively; and,

WHEREAS, this work demands sound judgment, clear communication, and the ability to remain composed in high-stress situations; and,

WHEREAS, Public Safety Telecommunicators are regularly exposed to the stress and emotion of emergencies, yet continue to perform their duties with professionalism and care; and,

WHEREAS, the men and women of Genesee County 911, serving the City of Swartz Creek and surrounding communities, demonstrate this commitment each and every day;

NOW, THEREFORE, I, Nate Henry, Mayor of the City of Swartz Creek, Michigan, DO HEREBY PROCLAIM the week of April 12 through April 18, 2026, as National Public Safety Telecommunicators Week in the City of Swartz Creek, and call upon our residents to recognize the essential role these individuals play in protecting both our community and those who serve it.

RESOLUTION TO APPROVE PURCHASE OF STREET SWEEPER

Resolution No. 260413-04

(Carried)

Motion by Councilmember Mayor Pro Tem Hicks
Second by Councilmember Melen

WHEREAS, the city finds that the 2007 street sweeper, VIN # 49HAADB67DX61697, is at the end of its useful life as it relates to providing reliable and cost effective services; and

WHEREAS, the City's Purchasing Ordinance, Chapter 2, Article VI, Section 2-406 provides for terms and conditions of purchases; and

WHEREAS, the City is not required to get sealed bids but must seek council approval for goods and services that are not of a public work or improvement of a directly competitive nature; and

WHEREAS, the Director of Public Services has priced out a number of used sweepers from local service providers and Macqueen; and

WHEREAS, in consultation with the City Council and staff, it is determined that a used MDOT sweeper, a 2021 Elgin Whirlwind – Stock # LOR101 will provide sufficient reliability and functionality at an affordable price; and

WHEREAS, the 2026 Motor Pool Fund has sufficient funds to make this purchase using current fund balance in lieu of a purchase in fiscal year.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek approves the purchase of the 2021 Elgin Whirlwind – Stock # LOR101 street sweeper in the amount of \$125,000, as quoted from Macqueen, plus associated fees and expenses, to be apportioned from the Motor Pool Fund (661).

BE IT FURTHER RESOLVED, the City of Swartz Creek, finding the 2007 sweeper to be beyond its useful life for the execution of efficient duties, hereby direct and authorize the Director of Public Services to auction this vehicle and related appurtenances by means of the Bidcorp.com or related public auctioning service as soon as practical.

Discussion Ensued.

YES: Krueger, Knickerbocker, Henry, Melen, Spillane, Gilbert, Hicks.

NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE THE AMENDED TREASURER PROFESSIONAL SERVICE AGREEMENT

Resolution No. 260413-05

(Carried)

Motion by Councilmember Gilbert

Second by Councilmember Knickerbocker

WHEREAS, section 4.2 of the City Charter provides the appointive office of Treasurer shall be filled by the City Manager with approval of the City Council; and

WHEREAS, section 7.4 of the City Charter provides for the fundamental duties of the Treasurer; and

WHEREAS, the City of Swartz Creek City Council approved the agreement with Amy Nichols, the City Treasurer on August 28, 2023, to provide for conditions and provisions of employment; and

WHEREAS, the conditions of employment for department heads and exempt employees are largely established in a consistent and universal manner in the adopted Personnel Policies Manual, and;

WHEREAS, Mrs. Nichols and the City have come to an agreement on specific terms and conditions regarding the City's appointment of her to the office of Treasurer.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek approve the Agreement between the City of Swartz Creek and Amy Nichols as included herein, and further authorize the Mayor and City Clerk to execute the agreement on behalf of the City.

BE IT FURTHER RESOLVED that the City of Swartz Creek City Council recognizes that, by virtue of her duties in the role of Deputy Clerk, the Treasurer has been and may continue to act in the role of Clerk in the absence of a dedicated Clerk and as needed by the city.

Discussion Ensued.

YES: Knickerbocker, Henry, Melen, Spillane, Gilbert, Hicks, Krueger.

NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE STREET CORING SAMPLING

Resolution No. 260413-06

(Carried)

Motion by Councilmember Knickerbocker

Second by Councilmember Gilbert

WHEREAS, the City of Swartz Creek owns, operates, and maintains a system of major and local streets that are integrated into a twenty year asset management plan; and

WHEREAS, many streets are proposed for rehabilitation with limited reconstruction; and

WHEREAS, many streets are 'legacy' streets that are suspected of having non-engineered road bases and a mix of various pavement compositions that reflect historic road building patterns; and

WHEREAS, the City desires to collect information on the composition of such legacy streets in order to better design rehabilitation plans, thereby limiting construction damage, extending repair life, and optimizing capital outlays.

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council approve the 2026 City Wide Soil Borings proposal by OHM Advisors, dated April 2, 2026, and authorizes and directs the City Manager to execute said agreement on behalf of the city

Discussion Ensued.

YES: Henry, Melen, Spillane, Gilbert, Hicks, Krueger, Knickerbocker.

NO: None. Motion Declared Carried.

**RESOLUTION TO APPROVE ORDINANCE 472, AN
ORDINANCE TO AMEND ARTICLE II OF CHAPTER 19-24 OF
THE CODE OF ORDINANCES OF THE CITY OF SWARTZ CREEK TO ADOPT NEW
REGULATIONS FOR WATER SHUT OFF PROCEDURES AND CONSTITUTIONAL
SAFEGUARDS FOR CITY RESIDENTS**

Resolution No. 260413-07

(Carried)

Motion by Councilmember Spillane
Second by Councilmember Melen

WHEREAS, the City of Swartz Creek owns, operates, and maintains a public water system in the city; and

WHEREAS, the City of Swartz Creek desires to have fair, predictable, and effective billing and water service termination policies; and

WHEREAS, the Code of Ordinances, Chapter 19-24, promulgates rules regarding the water system; and

WHEREAS, the City seeks to update rules related to water service termination for non payment.

THEREFORE, I MOVE the City of Swartz Creek ordains:

CITY OF SWARTZ CREEK ORDINANCE NO. 472

An ordinance to amend Chapter 19-24 of the Code of Ordinances by amending Section 24 of Article II.

THE CITY OF SWARTZ CREEK ORDAINS:

Section 1. Amendment of Section 19-24 of the Code of Ordinances of the City of Swartz Creek.

Section 24(i) of Article II, Chapter 19 of the Code of Ordinances of the City of Swartz Creek, Michigan, is hereby amended to read as follows:

i. *Termination of service for non-payment.* The city shall have the right to terminate water service to any retail customer for non-payment of its water bill. Upon termination, service will not be restored until all past due balances are paid. Applicable turn-off and turn-on charges will be assessed to the customer or property owner. The following procedures shall be used by the City before terminating service for non-payment:

a. An overdue notice will be sent to the customer giving them ten (10) days to pay their account in full or to make arrangements acceptable to the City. The notice will advise the customer that failure to pay the account in full, or to make payment arrangements will result in the water service being shut off and the date the shut off will occur if not paid in full.

b. If the account is not paid in full or acceptable arrangements to pay are not made and accepted by the city, DPW representative will be sent to shut off the water service after expiration of the ten (10) day notice.

c. If the customer disputes the amount stated in the overdue notice, they must submit the dispute in writing to the City within ten (10) days of receiving the overdue notice. The City will review and respond with the authority to correct

the account or suspend the shutoff; and

d. No service shutoff will occur while a timely, good-faith billing dispute remains pending. If it is determined that no changes should be made to the account stated in the overdue notice the customer will be required to pay that amount or have their water services terminated in accordance with this Section.

Should it appear that water has been stolen by way of altering any piping, unauthorized connections, unauthorized operation, straight piping, meter tampering, or otherwise, the City shall have the right to discontinue service until all defects, alterations, and tampering have been corrected, and appropriate compensation and restitution has been made by the offending person. A person who violates any provision of this Ordinance or the terms or conditions of a permit is responsible for a municipal civil infraction, subject to Article II of Chapter 1 of this Code. Nothing in this Section 21 shall be construed to limit the remedies available to the City in the event of a violation by a person of this Ordinance or a permit.

-Remainder of Article II Chapter 19 remains intact and codified accordingly following Article

II Chapter 19 Section 24(i) amendment-

Section 2. Severability.

Sections of this Ordinance amendment shall be deemed severable and should any section, clause or provision of this ordinance be declared to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be invalid.

Section 3. Saving Clause.

The amendment or repeal by this ordinance of any ordinance or ordinance provision shall have no effect upon prosecutions commenced prior to the effective date of this ordinance or prosecutions based upon actions taken by any person prior to the effective date of this Ordinance. Those prosecutions shall be conducted under the ordinance provisions in effect prior to the effective date of this Ordinance.

Section 4. Effective Date.

This Ordinance shall take effect 30 days following publication.

At a regular meeting of the City Council of Swartz Creek held on the 13th day of April 2026.

.

YES: Melen, Spillane, Gilbert, Hicks, Krueger, Knickerbocker, Henry.

NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE COMMISSION APPOINTMENTS

Resolution No. 260413-08

(Carried)

Motion by Councilmember Krueger

Second by Councilmember Gilbert

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

WHEREAS, there exists a vacancy in such a position and

WHEREAS, said appointment is a Mayoral appointment, subject to affirmation of the City Council.

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

#260413-8A1 MAYOR APPOINTMENT: Walt Melen

911 Consortium - Alternate

Remainder of two year term, expiring November 23, 2026

Discussion Ensued.

YES: Spillane, Gilbert, Hicks, Krueger, Knickerbocker, Henry, Melen,

NO: None. Motion Declared Carried

RESOLUTION TO APPROVE 5K FOOT RACE STREET PERMIT

Resolution No. 260413-09

(Carried)

Motion by Councilmember Melen

Second by Councilmember Knickerbocker

WHEREAS, Riverbend Striders is a recognized not-for profit entity that operates in Genesee County; and

WHEREAS, said organization proposes to continue the annual 5k road race that coincides with the Hometown Days Festival, and they therefore seek a permit to use the city streets on May 28, 2026; and

WHEREAS, the City Council finds this organization and the event to be beneficial to the public and in good standing.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek hereby approves the application for a street usage permit to conduct a 5 kilometer foot road race on Thursday, May 28, 2026, 6:00 PM – 7:30 PM, applicant: the Riverbend Striders, care of Chris Roney, race to be held in Winchester Village Subdivision, in accordance with the

application submitted, under the direction and control of the Chief of Police and contingent upon the provision of valid insurance listing the City of Swartz Creek as an additionally insured party.

Discussion Ensued.

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

MEETING OPENED TO THE PUBLIC:

None.

REMARKS BY COUNCILMEMBERS:

Councilmember Melen: nothing

Councilmember Spillane: Wayfinding sign concerns, cemetery gate broken

Councilmember Gilbert: Megasite concerns with demo houses' septic and wells.

Councilmember Knickerbocker: Hometown Days schedule.

Mayor Pro Tem Hicks: Light poles on Miller road.

Councilmember Krueger: Connection with Megasite. I-69 construction work

Mayor Henry: Budget draft availability, Fortino's blight issues.

ADJOURNMENT

Resolution No. 260413-10

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Melen

I Move the Swartz Creek City Council adjourn the regular meeting at **8:15 p.m.**

Unanimous Voice Vote.

Nate Henry, Mayor

Amy Nichols, Deputy Clerk



February 3, 2026

To: Swartz Creek City Council:

Swartz Creek Hometown Days, a 501(c)3 organization, has been a consistent positive influence in the community for more than 30 years. No other community event impacts local community residents as an annual summer event like Swartz Creek Hometown Days, where residents participate in our festival and hosts thousands of visitors.

We have enjoyed a great working relationship with every department in the City of Swartz Creek government and pride ourselves in being good "citizens" by helping to raise both money and awareness of police, fire and other non-profit organizations.

To ensure a safe and successful event, Swartz Creek Hometown Days requests the support of the City of Swartz Creek in the form of providing appropriate traffic control structures with setup before, during and after our festival activities May 28, 2026 through May 31, 2026.

This cost has been incurred by the city in the past. We began the formal request process for Council action in the last few years and are requesting the same for this year.

We hereby request a formal allocation to support such costs as an integrated feature of the Swartz Creek Hometown Day's permit.

Sincerely,

A handwritten signature in black ink, appearing to read "Lana Harrington", written over a faint, light-colored signature line.

Lana Harrington
President
Swartz Creek Hometown Days



Chelsea Thiell <chelsthiell@gmail.com>

Swartz Creek Hometown Days Festival

2 messages

Chelsea Thiell <chelsthiell@gmail.com>

Thu, Mar 12, 2026 at 6:07 PM

To: "hotchkissashley@yahoo.com" <hotchkissashley@yahoo.com>

Hello Ashley,

It's that time of year again when Swartz Creek Hometown Days is asking permission to use your properties; 8280 Crapo, 8300 Crapo, and 52 acres of adjacent land to Swartz Creek Middle School field for fireworks display during Swartz Creek Hometown Days Festival, May 29th with a rain day of May 30th 2026. We will add your properties as additional insured on our General Liability nInsurance and Great Lakes Fireworks COmpany and all proper permits will be issued by the City of Swartz Creek upon recommendation of the Swartz Creek Fire Chief. Please respond to this email with your permission to use your properties. If you have any questions, please let me know.

Thank you,
Chelsea Thiell
Swartz Creek Hometown Days Vice President

Ashley Hotchkiss <hotchkissashley@yahoo.com>

Wed, Mar 18, 2026 at 5:24 PM

To: Chelsea Thiell <chelsthiell@gmail.com>

I give permission
Sent from my iPhone

> On Mar 12, 2026, at 6:07 PM, Chelsea Thiell <chelsthiell@gmail.com> wrote:

>

>

[Quoted text hidden]



Chelsea Thiell <chelsthiell@gmail.com>

2026 Swartz Creek Hometown Days

3 messages

Chelsea Thiell <chelsthiell@gmail.com>
To: jcompau@medstaramnulance.org

Thu, Mar 12, 2026 at 5:57 PM

Good afternoon Jeremy,

I'm reading out to you because it's almost time for the 2026 Hometown Days Festival and in the past years Medstar has had a presence at our festival. This year's festival is May 28th - May 31st. The location is the same as prior years - 5086 Morrish Rd Swartz Creek. We are requesting to have Medstar participate again and asking for your presence for:

Thursday 5/28: 9 a.m. - 2 p.m. and then 4 p.m. - 10 p.m.

Friday 5/29 and Saturday 5/30: 9 a.m. - 10 p.m.

Sunday 5/31: 12 p.m. to 6 p.m.

We are having later hours again this year, thus the request for later times. Please let us know if this will work for you or if you have any questions.

Looking forward to working with you again
Chelsea Thiell
Swartz Creek Hometown Days Vice President
C: 810-394-5549

Jeremy Compau <jcompau@medstarambulance.org>
To: Chelsea Thiell <chelsthiell@gmail.com>

Fri, Mar 13, 2026 at 8:06 AM

We will be there, are these dates and times confirmed?

On Thu, Mar 12, 2026 at 5:59 PM Chelsea Thiell <chelsthiell@gmail.com> wrote:

This is the first time you received an email from this sender (chelsthiell@gmail.com). Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

[Quoted text hidden]

--
Jeremy Compau
Operations/Northern Communications Center Manager
[Medstar](#)

586-738-9075 (o)

Phone: (810) 635-4464



Fax: (810) 635-2887

City of Swartz Creek Municipal Property Reservation Application

Date of Reservation: 05/28/26 - 05/31/26 Reservation location: See page 2

One time event

Recurring event


Name of Responsible Party: Swartz Creek Hometown Days

Address: P.O. Box 271 Phone: 810-922-0790

City: Swartz Creek Zip Code: 48473

Nature of Activity: Festival Approx. # Attendees 35,000

Arrival Time: 9:00am Departure Time: 11:00pm

Responsible Party Signature: 

E-Mail Address: ianahhtd@gmail.com

Proof of Insurance Provided

Please check all that will be needed

Water

Waste collection

Electricity

Other Services – Specify: _____

I have received a copy of the Plaza Rules: Yes

IF THERE ARE PROBLEMS DURING THE EVENT CONTACT 911.

City Official _____

Date _____

Please use this page for any additions or details.

1. Morrish Rd between Miller Rd and Ingalls-Wade St - Car Show
2. City lot located at the southwest corner of Miller and Morrish Rds - Car Show
3. Ingalls St at Holland and Park. Land located to the north and northwest of the intersection of Morrish Rd and Ingalls St - Car Show
4. City owned property - 4438 S Morrish Rd
5. City owned property - 5505 Fortino Dr
6. City owned property - Fortino (Branoff)
7. City owned property - 5012 Holland Dr (Holland Square)
8. Fire Hall out lot properties
9. Use of DPW Yard and Generator (access subject to department)



February 3, 2026

To: Swartz Creek City Council:

Swartz Creek Hometown Days, a 501(c)3 organization, all volunteers, request a temporary exception to the Swartz Creek, MI Code of Ordinances **Section 3-1**. This ordinance states: "...Keeping of certain animals prohibited. It shall be unlawful to keep, harbor, own, or in any way possess within the corporate limits of the City of Swartz Creek unless specifically authorized by an act of federal, state, or city government..."

We are requesting an exception to this ordinance regarding the Swartz Creek Hometown Days festival that is being held May 28, 2026 through May 31, 2026. We would like to bring back Whispering Pines Mobile Petting Zoo and the educational agricultural tent. The animals will be present during the entirety of the Swartz Creek Hometown Day's festival. Animals to be present during this time are a camel, pig(s), chicken(s), goat(s), and possibly other traditional farm animals in the agricultural tent. All animals will always be contained and under the supervision and protection of their handlers.

Our goal is and always has been to create a safe, fun, family-friendly, educational experience for the thousands of visitors who come to the festival each year. Thank you for your consideration in this request and we look forward to seeing you all at Swartz Creek Hometown Days!

Sincerely,

A handwritten signature in black ink, appearing to read "Iana Harrington", written over a light blue horizontal line.

Iana Harrington
President
Swartz Creek Hometown Days



February 3, 2026

To: Swartz Creek City Council:

Swartz Creek Hometown Days, a 501(c)3 organization, all volunteers, request a temporary exception to the Swartz Creek, MI Code of Ordinances **Section 10-310-Special Events Curfew or Minors**. This ordinance states: "The presence of unsupervised minors 17 or under at special public events within the city creates a nuisance and health and safety hazard." We will have this posted throughout all areas of the festival and posted on Swartz Creek Hometown Days social media.

Our goal is and always has been to create a safe, fun, family-friendly, educational experience for the thousands of visitors who come to the festival each year. Thank you for your consideration in this request and we look forward to seeing you all at Swartz Creek Hometown Days!

Sincerely,

A handwritten signature in black ink, appearing to read "Lana Harrington", written over a horizontal line.

Lana Harrington

President

Swartz Creek Hometown Days



February 3, 2026

To: City of Swartz Creek:

As is marked on the map in the paperwork of city closures, Swartz Creek Hometown Days would like to continue to have an extra 500ft of walkway on the east side of Morrish Rd to 5086 Morrish Road (festival field/Kincaid property).

We would like continued permission to have access to the DPW area for trash disposal, golf cart storage, and keys to the outside gate and building in the evening. We would also like to request the city order 1-30 yard dumpster through the city's trash removal company for Swartz Creek Hometown Days to have on site at DPW.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Iana", with a long horizontal line extending to the right.

Iana Harrington
President
Swartz Creek Hometown Days

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/09/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Blackmore Rowe 6235 Corunna Road, Suite H Flint, MI 48532 License #: 0113222	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Leah Swarm</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 8107208244</td> <td>FAX (A/C, No): 8107208238</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: leah@blackmorerowe.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: West Bend Mutual</td> <td style="text-align: right;">NAIC # 15350</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Leah Swarm		PHONE (A/C, No, Ext): 8107208244	FAX (A/C, No): 8107208238	E-MAIL ADDRESS: leah@blackmorerowe.com		INSURER(S) AFFORDING COVERAGE		INSURER A: West Bend Mutual	NAIC # 15350	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
CONTACT NAME: Leah Swarm																					
PHONE (A/C, No, Ext): 8107208244	FAX (A/C, No): 8107208238																				
E-MAIL ADDRESS: leah@blackmorerowe.com																					
INSURER(S) AFFORDING COVERAGE																					
INSURER A: West Bend Mutual	NAIC # 15350																				
INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Swartz Creek Home Town Days PO Box 271 Swartz Creek, MI 48473-0271																					

COVERAGES **CERTIFICATE NUMBER: 00007796-0** **REVISION NUMBER: 11**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	1337672	01/01/2026	01/01/2027	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ excl</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ excl	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																				
MED EXP (Any one person)	\$ excl																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																				
AGGREGATE	\$																				
	\$																				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">PER STATUTE</td> <td style="text-align: center;">OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$</td></tr> </table>	PER STATUTE	OTH-ER		E.L. EACH ACCIDENT		\$	E.L. DISEASE - EA EMPLOYEE		\$	E.L. DISEASE - POLICY LIMIT		\$		
PER STATUTE	OTH-ER																				
E.L. EACH ACCIDENT		\$																			
E.L. DISEASE - EA EMPLOYEE		\$																			
E.L. DISEASE - POLICY LIMIT		\$																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Kincaid Property 5086 Morrish Rd Swartz Creek, MI 48473	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right;"> <i>Leah Swarm</i> (LDS) </div>
--	---



RESOLUTION # _____

CITY OF SWARTZ CREEK
(An Equal Opportunity Employer)
STREET CLOSURE/USE APPLICATION

DATE OF REQUEST: _____

SPONSOR ORGANIZATION: Swartz Creek Hometown Days

AUTHORIZED REPRESENTATIVE: Iana Harrington

WORK ADDRESS: P.O. Box 271 Swartz Creek HOME ADDRESS: _____

PHONE NO: WORK 810 922-0790 HOME: (____) _____ CELL: 810 397-3130

EMAIL ADDRESS: ianahhtd@gmail.com

TYPE OF EVENT: (check box)

PARADE ** (Draw Route on Attached Map)

CARNIVAL

FOOT/BIKE RACE

CRAFT SHOW

CONCERT

OTHER: Car Show

DATE OF EVENT: 05 / 30 / 2026

TIME OF EVENT: FROM: 7:00 AM/PM TO: 4:00 AM/PM

ESTIMATED NUMBER OF PARTICIPANTS: 5,000

DESCRIPTION OF EVENT; NOTE STREETS REQUESTED TO BE CLOSED/USED:

Morrish Rd south of Miller Rd to Wade Street and Ingalls Street east to Morrish Rd

The applicant agrees, as a condition of the granting of this permit, to hold the City of Swartz Creek, its officers, employees, and agents harmless from any liability from any injuries caused to persons or property in connection with this event. To that end, the applicant shall provide the City with evidence of insurance for such liability in an amount determined adequate by the City Attorney, but in no case less than \$ 1,000,000/2,000,000 aggregate and the City of Swartz Creek shall be named as an insured party on said policy. The policy shall also contain a provision providing the City with ten (10) days written notice of cancellation.

FOR: Swartz Creek Hometown Days
(Organization)

BY: Iana Harrington, President
(Authorized Representative)

APPROVED BY: _____
(Chief of Police)

(Street Administrator)

* The throwing of any item(s) from any vehicle during the course of a parade is strictly prohibited and violations may result in criminal prosecution and/or the denial of future permit applications.

**The Chief of Police reserves the right to determine the length of time that any street(s) remain(s) closed to traffic.



RESOLUTION # _____

CITY OF SWARTZ CREEK
(An Equal Opportunity Employer)
STREET CLOSURE/USE APPLICATION

DATE OF REQUEST: _____

SPONSOR ORGANIZATION: Swartz Creek Hometown Days

AUTHORIZED REPRESENTATIVE: Iana Harrington

WORK ADDRESS: P.O. Box 271 Swartz Creek HOME ADDRESS: _____

PHONE NO: WORK 810 922-0790 HOME: (____) _____ CELL: 810 397-3130

EMAIL ADDRESS: ianahhtd@gmail.com

TYPE OF EVENT: (check box)

PARADE ** (Draw Route on Attached Map)

CARNIVAL

FOOT/BIKE RACE

CRAFT SHOW

CONCERT

OTHER: _____

DATE OF EVENT: 05 / 30 / 2026

TIME OF EVENT: FROM: 8:00 AM/PM TO: 11:00 AM/PM

ESTIMATED NUMBER OF PARTICIPANTS: 8,000

DESCRIPTION OF EVENT; NOTE STREETS REQUESTED TO BE CLOSED/USED:

From the Performace Arts Center exit on Miller rd, east on Miller to Morrish. North on Fredrick St.
Parade will end at St. Mary's Catholic Church.

The applicant agrees, as a condition of the granting of this permit, to hold the City of Swartz Creek, its officers, employees, and agents harmless from any liability from any injuries caused to persons or property in connection with this event. To that end, the applicant shall provide the City with evidence of insurance for such liability in an amount determined adequate by the City Attorney, but in no case less than \$ 1,000,000/2,000,000 aggregate and the City of Swartz Creek shall be named as an insured party on said policy. The policy shall also contain a provision providing the City with ten (10) days written notice of cancellation.

FOR: Swartz Creek Hometown Days
(Organization)

BY: Iana Harrington, President
(Authorized Representative)

APPROVED BY: _____
(Chief of Police)

(Street Administrator)

* The throwing of any item(s) from any vehicle during the course of a parade is strictly prohibited and violations may result in criminal prosecution and/or the denial of future permit applications.

**The Chief of Police reserves the right to determine the length of time that any street(s) remain(s) closed to traffic.

THIS REQUEST AND ALL REQUIRED ASSOCIATED DOCUMENTS MUST BE SUBMITTED TO THE CITY HALL NO LATER THAN THIRTY (30) DAYS PRIOR TO EVENT DATE

CITY OF SWARTZ CREEK
STREET APPLICATION
CHECKLIST

- APPLICATION MUST BE COMPLETED THIRTY (30) DAYS PRIOR TO EVENT
- EVERY LINE ON APPLICATION MUST BE COMPLETED AND ROUTE DRAWN ON ATTACHED MAP
- APPLICANT SHALL PROVIDE THE CITY WITH EVIDENCE OF INSURANCE FOR AMOUNT DETERMINED ADEQUATE BY THE CITY ATTORNEY

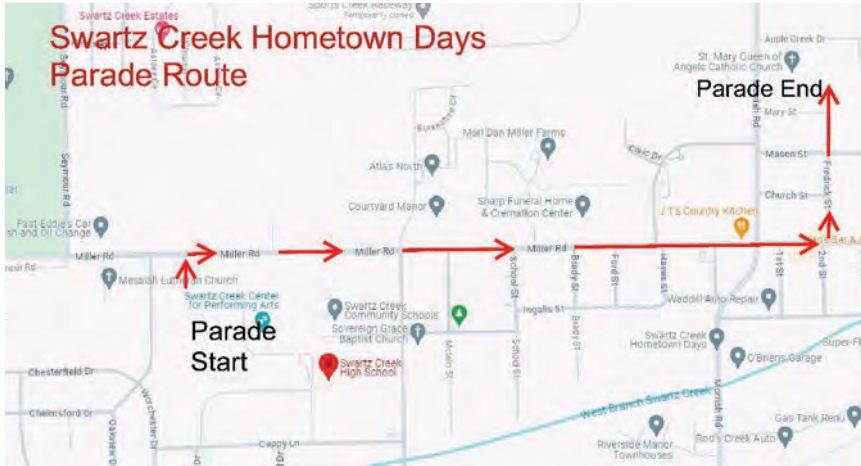
CITY OF SWARTZ CREEK PARADE REGULATIONS

The approval of a street closure request and/or a “parade permit” is based on the assumption that the event coordinator(s) fully understand and accept the following regulations regarding the event:

1. The throwing of any object(s) from any vehicle during the course of the parade is prohibited by ordinance. Violations of this ordinance could result in prosecution and/or the denial of future permit requests.
2. The closing of major thorough fares entails the rerouting of thousands of motorists and the interruption of commerce. It is imperative that parades begin and end on time so as not to unnecessarily disrupt the usual course of traffic and business.
3. Parade organizers must provide a means of direct communication between the event coordinator and the Chief of Police (or his designate) during the course of the parade in order to address any dangerous conditions that may develop during the course of the event.
4. The practice of parade participants jumping onto or off of moving vehicles in the parade is prohibited.
5. When determining the staging area for parade participants, organizers should ensure that the area is sufficient in size to accommodate all entries without creating traffic or pedestrian hazards.

It is the responsibility of the event coordinator(s) to ensure that all parade participants are made aware of the regulations that directly affect them and by signing this document hereby acknowledge that they have received a copy of these regulations and accept said responsibility.

By: Iana Harrington For: Swartz Creek Hometown Days
(Event Coordinator or Representative) (Organization)





RESOLUTION # _____

CITY OF SWARTZ CREEK
(An Equal Opportunity Employer)
STREET CLOSURE/USE APPLICATION

DATE OF REQUEST: _____

SPONSOR ORGANIZATION: Swartz Creek Hometown Days

AUTHORIZED REPRESENTATIVE: Iana Harrington

WORK ADDRESS: P.O. Box 271 Swartz Creek HOME ADDRESS: _____

PHONE NO: WORK 810 922-0790 HOME: (____) _____ CELL: 810 397-3130

EMAIL ADDRESS: ianahhtd@gmail.com

TYPE OF EVENT: (check box)

PARADE ** (Draw Route on Attached Map)

CARNIVAL

FOOT/BIKE RACE

CRAFT SHOW

CONCERT

OTHER: Walkway

DATE OF EVENT: 5 / 28 / 26 thru 5/31/26

TIME OF EVENT: FROM: 9:00 AM/PM TO: 11:00 AM/PM

ESTIMATED NUMBER OF PARTICIPANTS: 30,000

DESCRIPTION OF EVENT; NOTE STREETS REQUESTED TO BE CLOSED/USED:

5ft walkway on the west side of Morrish Rd at Wade St. south to 5086 Morrish Rd. Festival Property

The applicant agrees, as a condition of the granting of this permit, to hold the City of Swartz Creek, its officers, employees, and agents harmless from any liability from any injuries caused to persons or property in connection with this event. To that end, the applicant shall provide the City with evidence of insurance for such liability in an amount determined adequate by the City Attorney, but in no case less than \$ 1,000,000/2,000,000 aggregate and the City of Swartz Creek shall be named as an insured party on said policy. The policy shall also contain a provision providing the City with ten (10) days written notice of cancellation.

FOR: Swartz Creek Hometown Days
(Organization)

BY: Iana Harrington, President
(Authorized Representative)

APPROVED BY: _____
(Chief of Police)

(Street Administrator)

* The throwing of any item(s) from any vehicle during the course of a parade is strictly prohibited and violations may result in criminal prosecution and/or the denial of future permit applications.

**The Chief of Police reserves the right to determine the length of time that any street(s) remain(s) closed to traffic.



STATE OF MICHIGAN - LIQUOR CONTROL COMMISSION

This is to certify that a License is hereby granted to the person(s) named with the stipulation that the licensee is in compliance with Commission Rule R 436.1003, which states that a licensee shall comply with all state and local building, plumbing, zoning sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcement officials who have jurisdiction over the licensee. Issuance of this license by the Michigan Liquor Control Commission does not waive this requirement. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

Department of Licensing and Regulatory Affairs

This License is granted in accordance with the provisions of Act 58 of the Public Acts of 1998 and shall continue in force for the period designated unless suspended, revoked, or declared null and void by the Michigan Liquor Control Commission. The licensee named below freely and voluntarily consents and submits to inspections of the license premises in accordance with MCL 436.1217(2)-(3) and R 436.1011(4). Failure to comply with all laws and rules may result in the revocation of this license.

Under administrative rule R 436.1433, the licensee shall ensure that all profits derived from the sale of alcoholic beverages are retained by the licensee. All alcoholic beverages purchased by the licensee for the event must be purchased from authorized sellers under administrative rule R 436.582. The Commission orders the licensee to take all necessary actions to ensure the health, safety, and welfare of all guests.

BUSINESS ID: 10659525
SWARTZ CREEK HOMETOWN DAYS, INC.

LICENSE SUBTYPE
Beer, Wine & Spirits

LICENSE NUMBER
L-000503442

PERMITS

EVENT INFORMATION
SCOTT KINCAID PROPERTY
5086 MORRISH

SWARTZ CREEK, MI 48473
GENESEE County

CONDITIONS / PROVISOS
SALES & CONSUMPTION TO BE CONTAINED IN 60' x 150' ENCLOSED TENT.

IN WITNESS WHEREOF,
this License has been duly signed
and sealed by both the Michigan
Liquor Control Commission and the
Licensee(s).

LIQUOR CONTROL COMMISSION

LICENSEE(S) SIGNATURE(S)

Valid: May 28, 2026 to May 29, 2026 - 12:00 PM to 12:00 AM

SPECIAL LICENSE



STATE OF MICHIGAN - LIQUOR CONTROL COMMISSION

This is to certify that a License is hereby granted to the person(s) named with the stipulation that the licensee is in compliance with Commission Rule R 436.1003, which states that a licensee shall comply with all state and local building, plumbing, zoning sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcement officials who have jurisdiction over the licensee. Issuance of this license by the Michigan Liquor Control Commission does not waive this requirement. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

Department of Licensing and Regulatory Affairs

This License is granted in accordance with the provisions of Act 58 of the Public Acts of 1998 and shall continue in force for the period designated unless suspended, revoked, or declared null and void by the Michigan Liquor Control Commission. The licensee named below freely and voluntarily consents and submits to inspections of the license premises in accordance with MCL 436.1217(2)-(3) and R 436.1011(4). Failure to comply with all laws and rules may result in the revocation of this license.

Under administrative rule R 436.1433, the licensee shall ensure that all profits derived from the sale of alcoholic beverages are retained by the licensee. All alcoholic beverages purchased by the licensee for the event must be purchased from authorized sellers under administrative rule R 436.582. The Commission orders the licensee to take all necessary actions to ensure the health, safety, and welfare of all guests.

BUSINESS ID: 10659525
SWARTZ CREEK HOMETOWN DAYS, INC.

LICENSE SUBTYPE
Beer, Wine & Spirits

LICENSE NUMBER
L-000503444

PERMITS

EVENT INFORMATION
SCOTT KINCAID PROPERTY
5086 MORRISH

SWARTZ CREEK, MI 48473
GENESEE County

CONDITIONS / PROVISOS
SALES & CONSUMPTION TO BE CONTAINED IN 60' x 150' ENCLOSED TENT.

IN WITNESS WHEREOF,
this License has been duly signed
and sealed by both the Michigan
Liquor Control Commission and the
Licensee(s).

LIQUOR CONTROL COMMISSION

LICENSEE(S) SIGNATURE(S)

Valid: May 30, 2026 to May 31, 2026 - 12:00 PM to 12:00 AM

SPECIAL LICENSE



STATE OF MICHIGAN - LIQUOR CONTROL COMMISSION

This is to certify that a License is hereby granted to the person(s) named with the stipulation that the licensee is in compliance with Commission Rule R 436.1003, which states that a licensee shall comply with all state and local building, plumbing, zoning sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcement officials who have jurisdiction over the licensee. Issuance of this license by the Michigan Liquor Control Commission does not waive this requirement. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

Department of Licensing and Regulatory Affairs

This License is granted in accordance with the provisions of Act 58 of the Public Acts of 1998 and shall continue in force for the period designated unless suspended, revoked, or declared null and void by the Michigan Liquor Control Commission. The licensee named below freely and voluntarily consents and submits to inspections of the license premises in accordance with MCL 436.1217(2)-(3) and R 436.1011(4). Failure to comply with all laws and rules may result in the revocation of this license.

Under administrative rule R 436.1433, the licensee shall ensure that all profits derived from the sale of alcoholic beverages are retained by the licensee. All alcoholic beverages purchased by the licensee for the event must be purchased from authorized sellers under administrative rule R 436.582. The Commission orders the licensee to take all necessary actions to ensure the health, safety, and welfare of all guests.

BUSINESS ID: 10659525
SWARTZ CREEK HOMETOWN DAYS, INC.

LICENSE SUBTYPE
Beer, Wine & Spirits

LICENSE NUMBER
L-000503443

PERMITS

EVENT INFORMATION
SCOTT KINCAID PROPERTY
5086 MORRISH

SWARTZ CREEK, MI 48473
GENESEE County

CONDITIONS / PROVISOS

SALES & CONSUMPTION TO BE CONTAINED IN 60' x 150' ENCLOSED TENT.

IN WITNESS WHEREOF,
this License has been duly signed
and sealed by both the Michigan
Liquor Control Commission and the
Licensee(s).

LIQUOR CONTROL COMMISSION

LICENSEE(S) SIGNATURE(S)

Valid: May 29, 2026 to May 30, 2026 - 12:00 PM to 12:00 AM

SPECIAL LICENSE



STATE OF MICHIGAN - LIQUOR CONTROL COMMISSION

This is to certify that a License is hereby granted to the person(s) named with the stipulation that the licensee is in compliance with Commission Rule R 436.1003, which states that a licensee shall comply with all state and local building, plumbing, zoning sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcement officials who have jurisdiction over the licensee. Issuance of this license by the Michigan Liquor Control Commission does not waive this requirement. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

Department of Licensing
and Regulatory Affairs

This License is granted in accordance with the provisions of Act 58 of the Public Acts of 1998 and shall continue in force for the period designated unless suspended, revoked, or declared null and void by the Michigan Liquor Control Commission. The licensee named below freely and voluntarily consents and submits to inspections of the license premises in accordance with MCL 436.1217(2)-(3) and R 436.1011(4). Failure to comply with all laws and rules may result in the revocation of this license.

Under administrative rule R 436.1433, the licensee shall ensure that all profits derived from the sale of alcoholic beverages are retained by the licensee. All alcoholic beverages purchased by the licensee for the event must be purchased from authorized sellers under administrative rule R 436.582. The Commission orders the licensee to take all necessary actions to ensure the health, safety, and welfare of all guests.

BUSINESS ID: 10659525
SWARTZ CREEK HOMETOWN DAYS, INC.

LICENSE SUBTYPE
Beer, Wine & Spirits

LICENSE NUMBER
L-000503445

PERMITS
Sunday Sales (PM)

EVENT INFORMATION
SCOTT KINCAID PROPERTY
5086 MORRISH

SWARTZ CREEK, MI 48473
GENESEE County

CONDITIONS / PROVISOS
SALES & CONSUMPTION TO BE CONTAINED IN 60' x 150' ENCLOSED TENT.

IN WITNESS WHEREOF,
this License has been duly signed
and sealed by both the Michigan
Liquor Control Commission and the
Licensee(s).

LIQUOR CONTROL COMMISSION

LICENSEE(S) SIGNATURE(S)

Valid: May 31, 2026 to May 31, 2026 - 12:00 PM to 9:00 PM

SPECIAL LICENSE

From: [Mike Murphy](#)
To: [Adam Zettel](#)
Subject: RE: HTD's reso
Date: Monday, April 13, 2026 1:47:25 PM

Adam,

I have had a chance to read through the resolution and the Metro Police Authority is not opposed to the hours as presented.

Lt. Mike Murphy

Metro Police Authority of Genesee County
5420 Hill 23 Drive
Flint, MI 48507
Phone: 810-820-2190 – Ext 21002
Fax: 810-877-6537
murphym@metropolicegc.org

CONFIDENTIALITY NOTICE:

This email message and any accompanying data or files is confidential and may contain privileged information intended only for the named recipient(s).

If you are not the intended recipient(s), you are hereby notified that the dissemination, distribution, and or copying of this message is strictly prohibited. If you receive this message in error, or are not the named recipient(s), please notify the sender at the email address above, delete this email from your computer, and destroy any copies in any form immediately.

Receipt by anyone other than the named recipient(s) is not a waiver of any attorney-client, work product, or other applicable privilege.

From: Adam Zettel <AZettel@cityofswartzcreek.org>
Sent: Monday, April 13, 2026 12:34 PM
To: Mike Murphy <murphym@metropolicegc.org>
Subject: HTD's reso

Hi Mike,

This is the resolution as marked up by lana.

It looks like they are amending the hours to 8pm for Friday and Saturday. I am not sure if they

have been in further conversations.

Adam Zettel, AICP

City Manager

Swartz Creek City

8083 Civic Drive

Swartz Creek, MI 48473

810.635.4464 general office

810.287.2147 mobile

azettel@cityofswartzcreek.org

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

This communication, along with any documents, files or attachments, is intended only for the use of the addressee and may contain legally privileged and confidential information. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of any information contained in or attached to this communication is strictly prohibited. If you have received this message in error, please notify the sender immediately and destroy the original communication and its attachments without reading, printing or saving in any manner. This communication does not form any contractual obligation on behalf of the sender or the City of Swartz Creek and, when applicable, the opinions expressed here are my own and do not necessarily represent those of the City.

2026 Permit for Fireworks Other than Consumer or Low Impact

Authority: 2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.
------------------------	--

This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes) <input type="checkbox"/> Agricultural / Wildlife Fireworks <input type="checkbox"/> Articles Pyrotechnic <input checked="" type="checkbox"/> Display Fireworks <input checked="" type="checkbox"/> Public Display <input type="checkbox"/> Private Display <input type="checkbox"/> Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes	FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY. PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION)
---	--

NAME OF PERSON PERMIT ISSUED TO Swartz Creek Hometown Days	AGE (18 YEARS OR OLDER) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
--	--

ADDRESS OF PERSON PERMIT ISSUED TO P.O Box 271, Swartz Creek, MI 48473
--

NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION
--

ADDRESS

NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary) Approx. 350 3" Display Shells Approx. 80 4" Display Shells Approx. 35 5" Display Shells

EXACT LOCATION OF DISPLAY OR USE Swartz Creek Middle School: 8230 Crapo Street, Swartz Creek, MI 48473
--

CITY, VILLAGE, TOWNSHIP Swartz Creek	DATE May 29th, 2026 (Rain Date: May 30th, 2026)	TIME Approx. 10:00pm
--	--	--------------------------------

BOND OR INSURANCE FILED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	AMOUNT \$5,000,000
--	------------------------------

Issued by action of the Legislative Body of the <input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Township of _____ on the _____ day of _____, 2026. <div style="border-top: 1px solid black; text-align: center; padding-top: 5px;">(Signature and Title of Legislative Body Representative)</div>

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT

Instructions for Application for Fireworks Other Than Consumer or Low Impact

Applications shall be submitted to the legislative body of a city, village or township board. A permit may be issued as a result of official action by the legislative body. A permit shall be valid only for use within the limits of the jurisdiction of the legislative body of a city, village or township board.

1. Type of Permit – check all boxes that may apply to the type of permit needed. You may select several permit types depending on your fireworks display. You may check with your legislative body of a city, village or township board for assistance when making your selection. Please review the following definitions to determine which type of permit to select:
 - Agricultural or Wildlife Fireworks – devices distributed to farmers, ranchers, and growers through a wildlife management program administered by the US Department of Interior or Michigan DNR.
 - Articles Pyrotechnic – 1.4G fireworks for professional use only that is classified as UN0431 or UN0432.
 - Display Fireworks – 1.3G fireworks for professional use only
 - Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes – devices with a combination of chemical elements or compounds capable of burning independently of the oxygen of the atmosphere and designed and intended to produce an audible, visual, mechanical or thermal effect for pest or animal control.
 - Public Display – a fireworks display that is open to all persons for viewing.
 - Private Display – a fireworks display that is not open to the general public for viewing.
2. Name of applicant – list the name of the applicant. The applicant may be a person representing an organization, group, firm or corporation, or self. If the applicant is also the operator, enter the same name in the operator's section.
3. Address of applicant – complete the address of the applicant; include the street address, city, state and zip code.
4. Name of person or resident agent representing corporation, LLC, DBA or other – list the name of the person or resident agent that represents the corporation, LLC, DBA or other.
5. Address of person or resident agent that represents the corporation, LLC, DBA or other – list the address of the person or resident agent representing the corporation, LLC, DBA or other.
6. Non-resident applicant – list the name of the non-resident applicant. A non-resident applicant shall appoint a Michigan attorney or Michigan resident agent in writing to be the applicant's legal representative upon whom all service of process in any action or proceeding may be served.
7. Name of pyrotechnic operator – list the name of the pyrotechnic operator. The pyrotechnic operator is the person in charge of the display. The legislative body of a city, village or township board shall rule on the competency and qualifications of the operator before granting a permit and may require an affidavit from the applicant as to the operator's experience, former pyrotechnic accidents, criminal record, sobriety, etc.
8. Address of pyrotechnic operator – list the address of the pyrotechnic operator; include the street address, city, state and zip code.
9. Age of the pyrotechnic operator – list the age of the pyrotechnic operator; the operator must be 18 years of age or older.
10. Name of assistant – list the name of the assistant to the pyrotechnic operator;
11. Address of assistant – list the address of the assistant; include the street address, city, state and zip code. If there is more than one assistant, please list additional assistants on a separate sheet and include the address and age of those additional assistants.
12. Age of assistant – list the age of the assistant to the pyrotechnic operator; the assistant must be 18 years or older.
13. Name of other assistant – list the name of other assistant to the pyrotechnic operator.
14. Age of other assistant – list the age of the assistant to the pyrotechnic operator; the assistant must be 18 years or older.
15. Exact location of proposed display – list the address of the exact location of the proposed fireworks display.
16. Date of proposed display – indicate the date of the proposed fireworks display; only one display date can be used per application.
17. Time of proposed display – indicate the time of the proposed fireworks display.
18. Manner and place of storage - indicate the manner and place of storage within the legislative body of a city, village or township board of fireworks that are ready for display, just prior to the display in the area of exhibition. The legislative body of a city, village or township board shall obtain approval from the local fire authorities of the manner and place of storage before any permit is issued.

19. Amount of bond or insurance - the issuing legislative body of a city, village or township board shall set the amount of and proof of bond or insurance for the protection of the public to satisfy claims for damages to property or personal injuries arising out of any act or omission on the part of the person, firm or corporation, or any agent or employee of the applicant. The applicant shall assure the bond or insurance required is provided.
20. Name of bonding corporation or insurance company – provide the name of the bonding corporation or insurance company for which the bond was issued through.
21. Address of bonding corporation or insurance company – list the address of the bonding corporation or insurance company; include the street address, city, state and zip code.
22. Number of fireworks and kind of fireworks to be displayed– indicate the total amount of fireworks proposed for the display or use and a description of the type of fireworks for display; such as 10 aerial bombs, 30 aerial rocket bursts, etc.
23. The application is valid for the calendar year in which the application was received and permit was issued.
24. Permit fees shall be established by the legislative body of a city, village or township board and shall be submitted to and retained by legislative body of a city, village or township board.
25. Permitting will be in compliance with the [Michigan Fireworks Safety Act, PA 256 of 2011, MCL 28.466, Section 16](#).
26. **Mail the application to the legislative body of a city, village or township board within the location jurisdiction of the display.** DO NOT mail the application to the Bureau of Fire Services (BFS). If mailed to the BFS, it will be returned to the sender.

GREAT LAKES FIREWORKS

3275 W. M-76 • West Branch, MI 48661 • O: 989.726.5040 • F: 989.726.5041 • www.greatlakesfireworks.com

THIS CONTRACT AND AGREEMENT for the sale of Fireworks made and concluded this 3rd Day of February, 2026 and between GREAT LAKES FIREWORKS, LLC of Eastpointe, Michigan, (hereinafter referred to as "Great Lakes") and Swartz Creek Hometown Days, (hereinafter referred to as "Customer").

GREAT LAKES Agrees:

1. To sell, furnish and deliver to Customer, fireworks to be exhibited on the following dates set forth and agreed upon at the time of signing this contract and Customer agrees to pay Great Lakes for the fireworks as follows:
Display Date(s): May 29th, 2026
Alternate Date(s): May 30th, 2026
Contract Amount: \$6,000.00; Fifty percent (50%) due upon signing the contract and balance due within 15 days of the display date. All payments shall be made by draft or certified check payable to Great Lakes Fireworks, LLC. Great Lakes will assess a 1.5% late charge on balances 30 days past due and a 7% per annum late fee on balances not paid in full by the display date.
2. Great Lakes further agrees to furnish sufficiently trained personnel to present a display.
3. Great Lakes agrees to furnish Customers with liability insurance in the amount of \$5,000,000 and other coverages as identified in the Certificate of Insurance attached. All Individual/Entities listed on the certificate will be deemed an additional insured per this contract.

CUSTOMER Agrees:

4. To procure and furnish a suitable place to display said fireworks, to furnish the necessary police and fire protection, to secure all police, local, and state permits, and to arrange for any security bonds or insurance as required by law in their community when necessary.
5. Prior to, during, and immediately following the display, Customer shall be solely responsible to keep all persons (except employees of Great Lakes) out of the designated danger areas and behind safety zone lines and limits.
6. Immediately following the display, Great Lakes, to the best of its ability, will police the area for any misfires ("duds"). Great Lakes agrees to police the area again at "first light." Great Lakes will pick up misfires for disposal. If Customer must move misfires for safety reasons, Customer understands that the misfires are only to be handled by trained personnel. Customer is responsible for debris clean up and the refilling of any holes.
7. Customer agrees to hold harmless Great Lakes for any liability caused by other than the employees or products supplied by Great Lakes.

The PARTIES Mutually Agree:

8. Should inclement weather prevent firing of said display on the "Display Date(s)", then it will be understood the program is postponed and will be fired on the "Alternate Date(s)", and there will be a charge to cover the costs of the postponement of ten percent (10%) of the contract amount. If the program is not fired on either the "Display Date(s)" or the "Alternate Date(s)", then it will be understood the program is canceled; and there will be an additional charge of ten percent (10%) of the contract amount to cover the cancellation costs.
9. Great Lakes reserves the exclusive right to make minor modifications and substitutions provided that such changes are reasonable and necessary and do not materially adversely affect price, time of delivery, functional character, or display performance.
10. If the location of the firing site, spectators' location, parking areas, or structures is deemed unsuitable or unsafe, Great Lakes may refuse to fire the display until conditions are corrected. If such conditions are not corrected, Great Lakes may cancel the display without further liability to the Customer for such cancellation.
11. In the event of fire, accident, strikes, delay, flood, act of God or other causes beyond the control of Great Lakes, which prevent the delivery of said materials, the parties hereto release each other from any and all performances of the covenants herein contained and from damages resulting from the breach thereof.

Amendments: _____

FOR: **Great Lakes Fireworks, LLC**

Signature: Barry Beltz

Name/Title: Barry Beltz / Owner

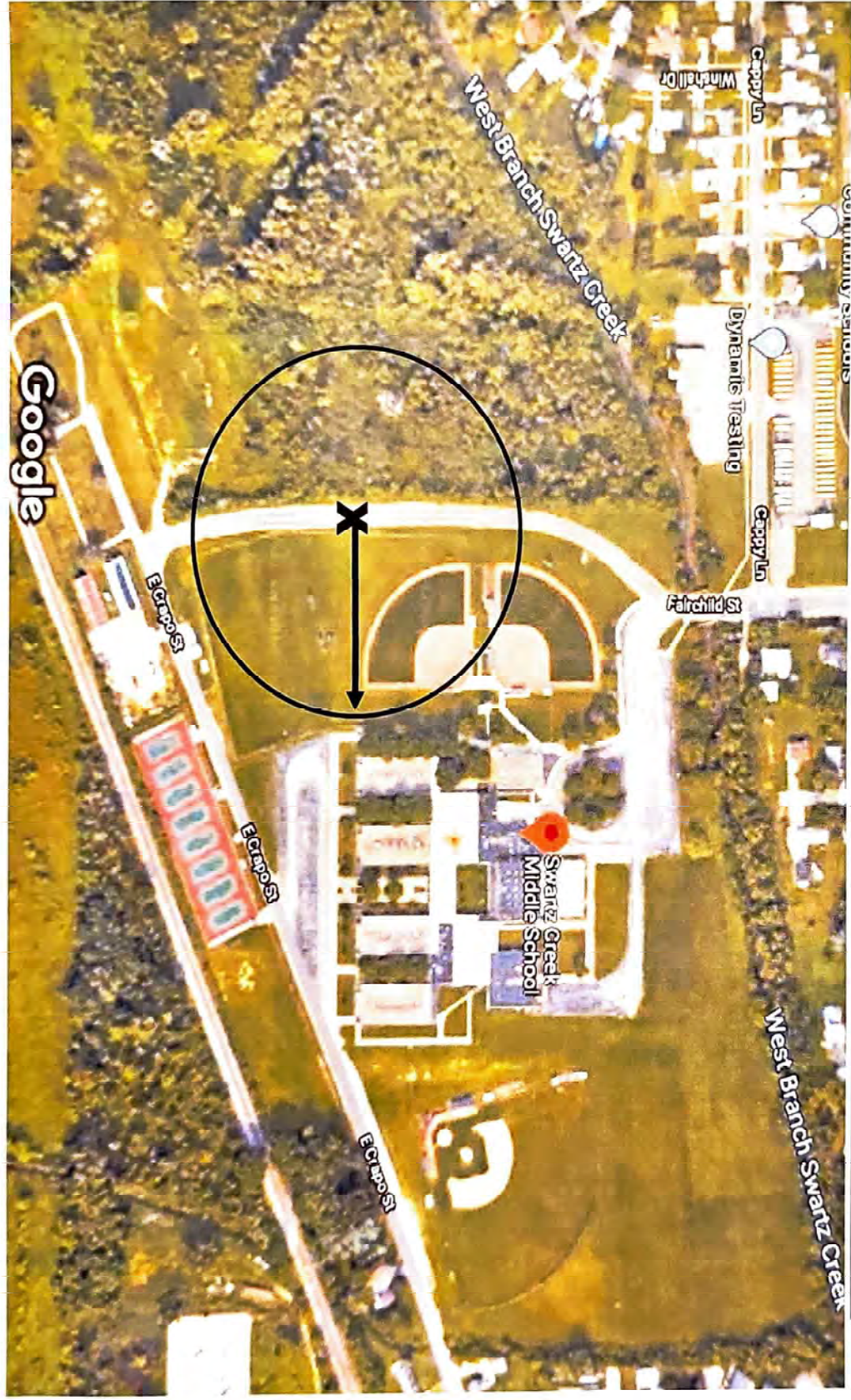
FOR: **Swartz Creek Hometown Days**

Signature: [Signature]

Name/Title: Iana Harrington, President

Swartz Creek Hometown Days - Fireworks
 8230 Crapo St, Swartz Creek MI 48473
 Fireworks By Great Lakes Fireworks
 Fireworks Date May 29, 2026
 Fireworks Rain Date May 30, 2026

- X** Firing Site - 3", 4" & 5" 1.6G Aerial Shells
 - 700' Diameter Circle
 - 350' Radius (5" maximum)
- The display will be limited to 5" maximum aerial display shells, manually and electrically fired in accordance with NFPA.





Chelsea Thiehl <chelsthiell@gmail.com>

Draft Plaza Parking Lot

Dort farms <dortfarms@gmail.com>
 To: Chelsea Thiehl <chelsthiell@gmail.com>

Thu, Apr 16, 2026 at 7:07 AM

Good morning sorry for the delay. You have permission to use the parking lot for those days. Thank you.
 Sent from my iPhone

On Mar 31, 2026, at 8:05 PM, Chelsea Thiehl <chelsthiell@gmail.com> wrote:

Good evening Bill,

I apologize if I missed your reply, but we are reaching out about use of the parking lot at the north west corner of Seymour Road and Miller Road for parking and shuttle services for Swartz Creek Hometown Days Festival 2026.

This would be May 28th 2026 - May 31st 2026.

We will add your properties as additional insured on our General Liability Insurance. Please respond to this email with your permission to use the property. If you have any questions, please let me know.

Thank you,
 Chelsea Thiehl

----- Forwarded message -----
 From: **Chelsea Thiehl** <chelsthiell@gmail.com>
 Date: Thu, Mar 26, 2026 at 12:12 PM
 Subject: Draft Plaza Parking Lot
 To: dortfarms@gmail.com <dortfarms@gmail.com>

Good afternoon,

You spoke with my counterpart, Iana Harrington, about use of the parking lot at the north west corner of Seymour Road and Miller Road for parking and shuttle services for Swartz Creek Hometown Days Festival 2026.

This would be May 28th 2026 - May 31st 2026.

We will add your properties as additional insured on our General Liability Insurance. Please respond to this email with your permission to use the property. If you have any questions, please let me know.

Thank you,
 Chelsea Thiehl
 Vice President, Swartz Creek Hometown Days

Swartz Creek Community Schools

8354 Cappy Lane, Swartz Creek, MI 48473-1299
(810)591-2300 FAX: (810)591-2784

April 15, 2026

Chelsea Thiell
Hometown Days Committee

Dear Chelsea:

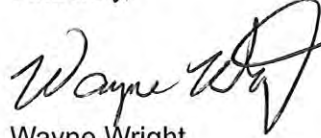
It is my understanding that the Hometown Days Committee will need the use of the following school property and buildings for the Hometown Days events:

Middle School Service Drive	Thursday, May 28, 2026	9:30 am - 2:00 pm
Middle School Fields	Friday, May 29, 2026	11:00 am - 11:00 pm
High School Parking Lots	Saturday, May 30, 2026	7:00 am - 1:30 pm
Bus Lot Area	Saturday, May 30, 2026	7:00 am - 1:30 pm
PAC Drive for Parade	Saturday, May 30, 2026	7:00 am - 1:30 pm
Press Box Area	Friday, May 29, 2026	4:00 pm - 11:00 pm
High School Field	Friday, May 29 & 30, 2026	All Day

The gate on the dirt path by the Huts should be open on Saturday and Sunday.

Please be sure to provide appropriate supervision and insurance of \$1,000,000.00 liability to the Swartz Creek Community School District by May 15, 2026, in order to effectuate the use of these facilities and grounds.

Sincerely,



Wayne Wright
Superintendent
Swartz Creek Community Schools

Cc: W. Wright K. Janczarek D. Simonsen
S. Manning R. Kaplan M. Paul
T. Smith J. Dammann J. Thompson
J. Cowan A. Trzebiatowski H. Briggs
B. Trent B. Loder B. Bevel
K. Robertson

*If fireworks are canceled due to weather on Friday, then the make-up will be Saturday night at the same time, utilizing Middle School fields.

Thank you for letting me know. Are we still able to use the parking lot for our parade on that Saturday morning?

[Quoted text hidden]

Al Moreno <amoreno@smqa.net>
To: Iana Harrington <ianahhtd@gmail.com>

Tue, Mar 17, 2026 at 9:33 AM

Absolutely. No problem with using the parking lot on Saturday morning. Al

[Quoted text hidden]

Iana Harrington <ianahhtd@gmail.com>
To: Al Moreno <amoreno@smqa.net>

Tue, Mar 17, 2026 at 9:33 AM

Thank you Al..

[Quoted text hidden]

Iana Harrington <ianahhtd@gmail.com>
To: Chelsea Thiehl <chelsthiell@gmail.com>

Thu, Mar 19, 2026 at 2:33 PM

[Quoted text hidden]

Commercial Lease Agreement

This agreement is entered into as of SC Hometown between William Kincaid and Swartz Creek Hometown Days, a Michigan 501(C)(3) corporation. days

1. **LANDLORD.** William Kincaid is referred in this lease agreement as the Landlord. Landlord address is 4507 Omega, Flint, MI 48507.

2. **TENANT.** Swartz Creek Hometown Days, is referred in this lease agreement as the Tenant. The tenant's address is Post Office Box 233, Swartz Creek, MI 48473.

3. **RENTAL PROPERTY.** The Landlord agrees to rent to the Tenant the vacant property at 5086 S Morrish Rd, Swartz Creek, MI 48473. The vacant property is referred in this lease agreement at the Leased Premises.

4. **TERM OF LEASE.** The Landlord hereby leases the Leased Premises to the Tenant, and the Tenant hereby leases the same from the Landlord, for an initial term of 5 yrs, beginning 2022 and ending 2027. if selling HTDS has first right of refusal

5. **AMOUNT OF RENT.** The amount of rent is \$ 1, to be paid _____ . The total lease payment is \$ _____ for _____ years.

6. **FORM OF PAYMENT.** Payment for the rent will only be made by check or electronic check, unless notified by Landlord.

7. **DATE RENT IS DUE.** The rent is due on or before _____ day of each month. This is the day by which the Landlord must have received the Tenant's rent payment.

8. **LATE FEE.** If rent or other charges are not received by the Landlord within _____ days after the rent is due, the Tenant must pay a late fee of \$ _____ in addition to the rent. Payments received by the Landlord when there are arrears, will be credited first to any outstanding balance, and then applied to the current amount due.

9. **RETURNED PAYMENTS FOR INSUFFICIENT FUNDS.** A returned payment fee of \$ _____ will be added for all returned payments. If there are more than two (2) instances of returned payments, the Tenant agrees that the Landlord may require all future payments to be made only by certified check or money order.

10. **PROPERTY TAXES.** The Tenant will pay, prior to delinquency, all general real estate taxes and installments of special assessments due during the lease term on the Leased Premises, and all personal property taxes on the Leased Premises. The Tenant is responsible for paying all personal property taxes with respect to the Tenant's personal property at the Leased Premises.

11. **LEASE RENEWAL.** This lease will automatically renew for an additional period of _____ per renewal term, unless either party gives written notice of termination no later than _____ days prior to the end of the term or renewal term. The lease terms during any such renewal term will be the same as those contained in the lease except that the lease installment payments will be \$ _____ per _____. Neither party must state, nor have grounds to give the other party notice of termination, nor to terminate the lease agreement or the renewal term lease agreement.

12. **CONDITION OF PROPERTY.** The Tenant acknowledges that the Tenant has inspected the Leased Premises, and that at the commencement of the lease agreement, the Leased Premises were found to be in acceptable condition. The Tenant concedes that the Landlord has not made any promises regarding the condition of the Leased Premises. The Tenant agrees to return the Leased Premises to the Landlord at the end of the lease agreement in the same condition it was at the beginning of the lease agreement.

Initials _____

Page 1 of 5

13. POSSESSION. The Tenant is entitled to possession on the first day of the term of the lease, and will yield possession to the Landlord on the last day of the term of the lease, unless otherwise agreed to by both parties in writing. The Landlord will use its best efforts to give the Tenant possession at near to the beginning of the lease term as possible. If the Landlord is unable to timely provide the Leases Premises, rent will be abate for the period of delay. The Tenant makes no other claim against the Landlord for any such delay. At the expiration of the term, the Tenant will remove their property and peacefully yield the Leased Premises to the Landlord in as good a condition as when delivered to the Tenant, ordinary wear and tear excepted.

14. QUIET POSSISSION. The Landlord covenants and warrants that upon performance by the Tenant of its obligations hereunder, the Landlord will keep the Tenant in exclusive, quiet, peaceable, undisturbed and uninterrupted possession of the Leased Premises during the term of the lease.

15. DEFAULT. If default is made in any of the covenants or conditions to be kept, observed and performed by the Tenant, and such default continues for thirty (30) days after thereof in writing to the Tenant by the Landlord without correction thereof and having been commenced and thereafter diligently executed, the Landlord may declare the term of the lease ended and terminate by giving the Tenant written notice of such intention. If possession of the Leased Premises is not surrendered, the Landlord has any other right or remedy available to the Landlord on account of any Tenant default, either in law or equity. The Landlord will use reasonable efforts to mitigate its damages. The Tenant understands and agrees that if the Tenant files a petition of bankruptcy, it will not release the Tenant from the fulfillment of the terms and conditions of the lease agreement.

16. SUBLEASE AND ASSIGNMENT. The Tenant has the right, without the Landlord's consent, to assign this lease to a corporation with which the Tenant may merge or consolidate, to any subsidiary of the Tenant, to any corporation under common control with the Tenant. Except as is set forth above, the Tenant will not sublease all or any part of the Leased Premises, or assign this lease in whole or in part without the Landlord's consent, such consent not be unreasonable withheld or delayed.

17. MAINTENANCE. The Tenant's obligations for maintenance include: maintaining service drive, lawn cutting of property, trash removal, and all other items of maintenance not specifically delegated under this lease.

18. UTILITIES. The Tenant is responsible for all utilities incurred in connection with the Leased Premises.

19. ALTERATIONS AND IMPROVEMENTS. The Tenant, at the Tenant's expense, has the right following the Landlord's consent to make improvements or replacements to all or any part of the Leased Premises from time to time, as the Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. The Tenant has the right to place and install personal property and other temporary installations in and upon the Leased Premises, and fasten the same to the Leased Premises. All personal property and temporary installations, whether acquired by the Tenant at the commencement of the lease term or placed or installed on the Leased Premises by the Tenant thereafter, will remain the Tenant's property free and clear of any claim by the Landlord. The Tenant has the right to remove the same at any time during the term of the lease, provided that all damage to the Leased Premises caused by such removal is repaired by the Tenant at the Tenant's expense.

20. LIABILITY INSURANCE. The Tenant will maintain liability insurance on the Leased Premises in a total aggregate sum of at least \$_____. The Tenant will deliver appropriate evidence to the Landlord as proof that adequate insurance is in force issued by companies satisfactory to the Landlord. The Landlord will receive advance written notice from the insurer prior to any termination of such insurance policies.

21. SIGNS. Following the Landlord's consent, the Tenant has the right to place on the Leased Premises, at locations selected by the Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. The Landlord may refuse consent to any proposed signage that is in the Landlord's

Initials _____

Page 2 of 5

opinion too large, deceptive, unattractive, or otherwise inconsistent with or inappropriate to the Leased Premises. The Landlord will assist and cooperate with the Tenant in obtaining any necessary permission from governmental authorities for the Tenant to place or construct the foregoing signs. The Tenant will repair all damage to the Leased Premises resulting from the removal of signs installed by the Tenant.

22. LANDLORD'S RIGHT OF ENTRY. The Landlord, with twenty-four (24) hours written notice, has the right during the term of the lease agreement to enter during reasonable hours to inspect the Leased Premises and/or make any necessary repairs or improvements.

23. DAMAGE, DESTRUCTION AND CONDEMNATION. If the Leased Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the Leased Premises is substantially impaired, the Landlord in its sole discretion may elect to repair the Leased Premises or terminate the lease upon thirty (30) days written notice to the Tenant. The Tenant will give the Landlord immediate notice of any damage to the Leased Premises. If any legally constituted authority condemns Leased Premises, such termination will be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party has any rights in or to any award made to the other the condemning authority.

24. NOTICE. Any notice required by the terms of this lease will be in writing. Notice may be given to either party to the other in any manner provided by law, or in any of the following: regular mail, personal delivery or email.

25. ABANDONMENT. If the Tenant vacates the Leased Premises before the end of the lease term without written permission from the Landlord, the Leased Premises is then considered to be abandoned and the Tenant is in default of this lease agreement. Under these circumstances, the Tenant may be responsible for damages and losses allowed by state, federal and local regulations..

26. JOINT LIABILITY. The Tenant understands and agrees that if there is more than one (1) Tenant that has signed the lease agreement, each Tenant is responsible for all obligations under the terms of the lease agreement.

27. ARBITRATION. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator may be enforced in any court of proper jurisdiction.

28. MISREPRESENTATION. If any information provided by the Tenant for this lease is found to be knowingly incorrect, untruthful and/or misleading, it is a breach of the lease.

29. STORAGE. The Tenant is entitled to store items of personal property on Leased Premises during the term of the lease. The Landlord is not liable for loss of, or damage to, such stored items.

30. TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this lease, the Landlord may terminate this lease upon sixty (60) days written notice to the Tenant that the Leased Premises have been sold.

31. HOLDOVER. If the Tenant maintains possession of the Leased Premises for any period after the termination of this lease (referred to as "holdover period"), the Tenant will pay the Landlord lease payment(s) during the holdover period at a rate equal to _____% of the most recent rate preceding the holdover period (if less, the maximum amount allowed by law). Such holdover will constitute a month-to-month extension of this lease.

32. INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, the Tenant agrees to indemnify, hold harmless, and defend the Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which the Landlord may suffer or incur in

Initials _____

Page 3 of 5

connection with the Tenant's possession, use or misuse of the Leased Premises, except the Landlord's act or negligence.

33. DANGEROUS MATERIALS. The Tenant will not keep or have on the Leased Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Leased Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of the Landlord is obtained and proof of adequate insurance protection is provided by the Tenant to the Landlord.

34. GOVERNING LAW. The law under which this agreement will be governed, construed and interpreted will be the State of Michigan.

35. HEADINGS. The headings used in this lease are for convenience of the parties only and should not be considered in interpreting the meaning of any provision of this lease.

36. SUCCESSORS. The provisions of this lease extend to and are binding upon the Landlord and Tenant and their respective legal representatives, successors, and assigns.

37. SUBORDINATION. The Tenant accepts his lease subject and subordinate to any mortgage, deed of trust, or other lien presently existing or hereafter arising upon the Leased Premises, and to any renewals, refinancing and extensions thereof but the Tenant agrees that any such mortgage has the right at any time to subordinate such mortgage, deed of trust, or other lien to this lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. The Landlord is hereby irrevocably vested with full power and authority to subordinate this lease to any mortgage, deed of trust, or other lien now existing or hereafter placed upon the Leased Premises, and the Tenant agrees upon demand to execute such further instruments subordinating this lease or attorning to the holder or any such liens as the Landlord may request. In the event that the Tenant should fail to execute any instrument of subordination herein required to be executed by the Tenant promptly as requested, the Tenant hereby irrevocably constitutes the Landlord as its attorney-in-fact to execute such instrument in the Tenant's name, place and stead, it being agreed that such power is one coupled with an interest.

The Tenant agrees that it will from time to time upon request by the Landlord execute and convey to persons such as the Landlord requests a statement in recordable form certifying that his lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified), stating the dates to which rent and other charges payable under this lease have been paid, stating that the Landlord is not in default hereunder (or if the Tenant alleges a default stating the nature of such alleged default), and further stating such other matters as the Landlord reasonably requires.

38. WAIVER. No waiver of any default of the Landlord or tenant hereunder is implied from any omission to take any action on account of such default persists or is repeated, and no express waiver affects any default other than the default specified in the express waiver, and only for the time and to the extent therein stated. One or more waivers by the Landlord or Tenant should not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

39. WAIVER OF NOTICE. The Tenant waives the right to receive a notice of default from the Landlord unless such notice is required by state or local regulations.

40. CUMULATIVE RIGHTS. The Tenant will comply with all laws, orders ordinances and other public requirements now or hereafter pertaining to the Tenant's use of the Leased Premises. The Landlord will comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

41. CUMULATIVE RIGHTS. The rights of the parties under this lease are cumulative, and will not be construed as exclusive unless otherwise required by law.

Initials _____

Page 4 of 5

42. SERVERABILITY. If any part of this lease agreement is not valid, enforceable, binding or legal, it will not cancel or void the rest of this lease agreement. The remainder of the lease agreement will continue to be valid and enforceable by the Landlord to the maximum extent of the laws and regulations set forth by local, state and federal governments.

43. FINAL AND ENTIRE AGREEMENT. This agreement terminates and supersedes all prior understandings and agreements on the subject matter hereof. By signing this lease agreement, the Tenant certifies that they have read, understood and agree to comply with all of the terms, conditions, rules and regulations of this lease agreement.

IN WITNESS WHEREOF the undersigned have executed this lease agreement as of the date and year first written above. The parties hereto agree that scanned signatures shall be as effective as its originals.

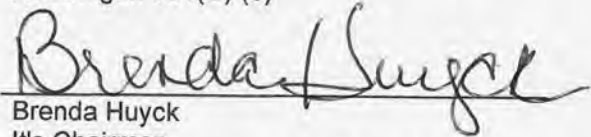
William Kincaid



William Kincaid
Property Owner

7-27-21
Date

Swartz Creek Hometown Days
A Michigan 501(C) (3)



Brenda Huyck
It's Chairman

7-27-21
Date

Initials _____



April 17, 2026

To: Swartz Creek City Council:

We are requesting approval to utilize the property located at **4492 Morrish Rd** for operational support during the Swartz Creek Hometown Days festival.

This approval would allow **Arnold Amusements** to park their trailers on-site from **May 24, 2026 through June 1, 2026**.

Additionally, we plan to place **portable restrooms** on the property for their use throughout this period.

Sincerely,

A handwritten signature in black ink, appearing to read "Iana Harrington", with a long horizontal flourish extending to the right.

Iana Harrington

President

Swartz Creek Hometown Days

Phone: (810) 635-4464

Fax: (810) 635-2887



City of Swartz Creek Municipal Property Reservation Application

Date of Reservation: **6/20/26** Reservation location: **Holland drive & Holland Square**

- Onetime event
- Recurring event

Name of Responsible Party: **Rebecca's Reason- Sarah Curtis**

Address: **192 West Vienna Street.** Phone: **(810)449-3324**

City: **Clio** Zip Code: **48420**

Nature of Activity: **Kick Off Summer Bash** Approx. # Attendees **300**

Arrival Time: **7:00a.m** Departure Time: **6:00 p.m**

Responsible Party Signature: *Sarah Curtis*

E-Mail Address: **Sarah@rebeccasreason.org**

Proof of Insurance Provided

Please check all that will be needed

- Water
- Waste collection
- Electricity
- Other Services - Specify: **Picnic tables, cones, yard games**

I have received a copy of the Plaza Rules:

IF THERE ARE PROBLEMS DURING THE EVENT CONTACT 911.

City Official _____
City Council Packet

Date **April 27, 2026**

Please use this page for any additions or details.

We will be renting a dunk tank to help raise money for Rebecca's Reason. (This is why we are asking use for the water.) I also have found a DJ that is willing to work with us for an affordable rate and just wanted to make sure that the city is aware there will be music playing from 10 AM until 3 PM.



CITY OF SWARTZ CREEK
(An Equal Opportunity Employer)
STREET CLOSURE/USE APPLICATION

DATE OF REQUEST: 6/20/2026

SPONSOR ORGANIZATION: Rebecca's Reason

AUTHORIZED REPRESENTATIVE: Sarah Curtis

WORK ADDRESS: (810)449-3324 HOME ADDRESS: 192 West Vienna Street. Clio, Michigan

PHONE NO: WORK () _____ HOME: () _____ CELL: () 48420

EMAIL ADDRESS: Sarah@rebeccasreason.org

TYPE OF EVENT: (check box)

PARADE ** (Draw Route on Attached Map)

CARNIVAL

FOOT/BIKE RACE

CRAFT SHOW

CONCERT

OTHER: _____

DATE OF EVENT: 6 / 20 / 26

TIME OF EVENT: FROM: 10 AM M TO: 3 AM PM

ESTIMATED NUMBER OF PARTICIPANTS: 300

DESCRIPTION OF EVENT; NOTE STREETS REQUESTED TO BE CLOSED/USED:

This is a family friendly community event that will have 30 pop-up vendors, 2 to 3 food trucks, a dunk tank to raise money for the nonprofit foundation, Rebecca's Reason. We will also have a DJ and free games for entertainment.

The applicant agrees, as a condition of the granting of this permit, to hold the City of Swartz Creek, its officers, employees, and agents harmless from any liability from any injuries caused to persons or property in connection with this event. To that end, the applicant shall provide the City with evidence of insurance for such liability in an amount determined adequate by the City Attorney, but in no case less than \$ 1,000,000/2,000,000 aggregate and the City of Swartz Creek shall be named as an insured party on said policy. The policy shall also contain a provision providing the City with ten (10) days written notice of cancellation.

FOR: Rebecca's Reason
(Organization)

BY: Sarah Curtis
(Authorized Representative)

APPROVED BY: _____
(Chief of Police)

(Street Administrator)

*The throwing of any item(s) from any vehicle during the course of a parade is strictly prohibited and violations may result in criminal prosecution and/or the denial of future permit applications.

**The Chief of Police reserves the right to determine the length of time that any street(s) remain(s) closed to traffic.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/14/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
THE COLONIAL GROUP, A DIVISION OF HULL & COMPANY, LLC
5506 West Friendly Ave, Suite 200
Greensboro, NC 27410

CONTACT NAME
PHONE (A/C No, Ext): FAX (A/C No):
EMAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE NAIC #

INSURED
REBECCA'S REASON AND THE LEMON DROP
192 W VIENNA ST
CLIO, MI 48420

INSURER A: United States Liability Insurance Company 25895
INSUREB B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		SE 1189285	09/01/2026	09/03/2026	EACH OCCURENCE \$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
							MED EXP (Any one person) \$1,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS-COMP/OP AGG See L-535
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE-EA EMPLOYEE \$
							E.L. DISEASE-POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (See attached Acord 101 for additional liability limits)

The City of Swartz Creek is an additional insured per CG 20 11 04 13L-820 12/18 Special Events Blanket Additional Insured Endorsement is part of this policy.

CERTIFICATE HOLDER

The City of Swartz Creek
8083 Civic Dr
48473, MI

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY THE COLONIAL GROUP, A DIVISION OF HULL & COMPANY, LLC		INSURED REBECCA'S REASON AND THE LEMON DROP 192 W VIENNA ST CLIO, MI 48420	
POLICY NUMBER SE 1189285		EFFECTIVE DATE: 9/1/2026	
CARRIER United States Liability Insurance Company	NAIC CODE 25895		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

COVERAGE PART	LIMITS
Commercial Liability	
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit (Any One Person/Organization)	\$1,000,000
Medical Expense Limit (Any One Person)	\$1,000
Damages To Premises Rented To You (Any One Premises)	\$100,000
Products/Completed Operations Aggregate Limit	See L-535
General Aggregate Limit	\$2,000,000

United States Liability Insurance Company
1190 Devon Park Drive, Wayne, Pennsylvania 19087
A Member Company of United States Liability Insurance Group

No. SE 1189285

NAMED INSURED AND ADDRESS:
REBECCA'S REASON AND THE LEMON DROP
192 W VIENNA ST
CLIO, MI 48420

This Policy is exempt from the filing requirements of
Section 2236 of the Insurance Code of 1956, 1956 PA 218
and MCL 500.2236

POLICY PERIOD: (MO. DAY YR.) From: 09/01/2026 To: 09/03/2026

12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS: Non-Profit Corporation

BUSINESS DESCRIPTION: Special Event

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE
WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.


	PREMIUM
Commercial Liability Coverage Part	\$250.00
TOTAL:	\$250.00

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue
See Endorsement EOD (1/95)

Agent: THE COLONIAL GROUP, A DIVISION OF HULL & COMPANY, LLC
(4893)
5506 West Friendly Ave, Suite 200
Greensboro, NC 27410
Broker: BR Schramm & James Inc (9347)

Clio, MI 48420

Issued: 04/14/2026 11:05 AM

By: 
Authorized Representative

EXTENSION OF DECLARATIONS

Policy No. SE 1189285

Effective Date: 09/01/2026

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

FORMS AND ENDORSEMENTS

The following forms apply to the Commercial Liability coverage part

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
CG 21 06	12/23	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION
CG0001	12/07	Commercial General Liability Coverage Form
CG0068	05/09	Recording And Distribution Of Material Or Information In Violation Of Law Exclusion
CG0168	11/20	Michigan Changes
CG2011	04/13	Additional Insured - Managers or Lessors of Premises
CG2109	06/15	Exclusion - Unmanned Aircraft
CG2136	03/05	Exclusion - New Entities
CG2139	10/93	Contractual Liability Limitation
CG2144	04/17	Limitation of Coverage to Designated Premises, Project or Operation
CG2147	12/07	Employment-Related Practices Exclusion
CG4032	05/23	Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
IL0017	11/98	Common Policy Conditions
IL0021	09/08	Nuclear Energy Liability Exclusion Endorsement
IL0286	04/17	Michigan Changes - Cancellation and Nonrenewal
Jacket	07/19	Policy Jacket
L 427	01/20	Exclusion for Fireworks and Other Pyrotechnic Devices
L 535	03/15	Exclusion - Products-Completed Operations Hazard Other Than Food Or Beverage Products
L 599	08/25	Absolute Exclusion for Pollution, Infectious Agent, Mold, Silica, Asbestos, and Lead with a Hostile Fire Exception for Pollution Only and with a Food Borne Illness Exception
L-206	02/11	Fully Earned Premium Endorsement
L-224	10/10	Punitive Or Exemplary Damages Exclusion
L-387	12/19	Exclusion - Mechanical Riding Devices and Mechanical Amusement Devices
L-423	02/11	Exclusion For Structure Collapse
L-428	04/15	Absolute Firearms Exclusion
L-472	07/08	Exclusion - Injury To Performers Or Entertainers
L-526	01/15	Absolute War Or Terrorism Exclusion
L-536	09/09	Exclusion - Participation In Athletic Activity, Physical Activity Or Sports
L-607	02/11	Exclusion For Climbing, Rebounding And Interactive Games And Devices
L-609	02/11	Animal Exclusion
L-610	11/04	Expanded Definition Of Bodily Injury
L-656	02/06	Extension Of Coverage - Committee Members
L-686	10/12	Absolute Exclusion for Liquor and Other Related Liability
L-816	11/18	Amendments of Conditions - Limits of Insurance Under Multiple Coverage Parts

EXTENSION OF DECLARATIONS

Policy No. SE 1189285

Effective Date: 09/01/2026

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

FORMS AND ENDORSEMENTS

L-820	12/18	Special Events Blanket Additional Insured Endorsement
L-835	10/22	Exclusion - Specific Activities, Operations or Features
LLQ 102	02/15	Event Vendor, Exhibitor And Contractor Exclusion
LLQ101	08/06	Expanded Definition Of Employee
LLQ368	08/10	Separation Of Insureds Clarification Endorsement
SPE 300	05/09	Special Events Property Damage Amendment
SPE 312	03/15	Who Is An Insured
TRIADN	12/20	Disclosure Notice of Terrorism Insurance Coverage

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. SE 1189285

Effective Date: 09/01/2026
12:01 STANDARD TIME

LIMITS OF INSURANCE

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit (Any One Person/Organization)	\$1,000,000
Medical Expense Limit (Any One Person)	\$1,000
Damages To Premises Rented To You (Any One Premises)	\$100,000
Products/Completed Operations Aggregate Limit	See L-535
General Aggregate Limit	\$2,000,000

LIABILITY DEDUCTIBLE \$0

LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

<i>Location</i>	<i>Address</i>	<i>Territory</i>
1	5012 Holland Drive, Swartz Creek, MI 48473	005

PREMIUM COMPUTATION

<i>Evt #</i>	<i>Classification</i>	<i>Code No.</i>	<i>Premium Basis</i>	<i>Pr/Co</i>	<i>Advance Premium</i>		
					<i>All Other</i>	<i>Pr/Co</i>	<i>All Other</i>
1	Conventions / Tradeshows / Exhibits - Craft Fair (applicant is the host of the event)	00417	200 Attendees	N/A	250.000	N/A	\$250
1	Additional Insured - Blanket - Special Events	49950	1 Per Additional Insured	N/A	0.000	N/A	\$0
1	Additional Insured - Property Owner or Lessors of Premises	49950	1 Per Additional Insured	N/A	0.000	N/A	\$0
MINIMUM PREMIUM FOR GENERAL LIABILITY COVERAGE PART:							\$195
TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART:							\$250
(This Premium may be subject to adjustment.) MP - minimum premium							

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:
See Form EOD (01/95) and Form SOE (03/10)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

EXTENSION OF DECLARATIONS

Regardless of the dates shown on the Declarations, this insurance applies only for the location(s), event(s) and date(s) specified in this Extension of Declarations.

Policy No. SE 1189285

SCHEDULE OF EVENTS

<i>Event</i>	<i>Start Date</i>	<i>End Date</i>
--------------	-------------------	-----------------

Conventions / Tradeshows / Exhibits - Craft Fair (applicant is the host of the event)	09/01/2026	09/01/2026
---	------------	------------

Location(s):
5012 Holland Drive, Swartz Creek, MI 48473

Subject to the terms and conditions of this policy, coverage is provided for a maximum of twenty-four (24) hours after the scheduled end date of an event shown above.

This page has been intentionally left blank.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person(s) Or Organization(s) (Additional Insured):

Effective Date: 09/01/2026
THE CITY OF SWARTZ CREEK
8083 CIVIC DR
SWARTZ CREEK, MI 48473

Designation of Premises (Part Leased To You):

5012 HOLLAND DRIVE
SWARTZ CREEK, MI 48473

Additional Premium: \$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of the person (s) or organization(s) shown in the Schedule.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and



April 17, 2026

City of Swartz Creek
Attn: Jacquie Forrest, Administrative Assistant
8083 Civic Dr.
Swartz Creek, MI 48473

RE: Consent to Change of Control

Dear Ms. Forrest,

We previously communicated that we have received the support of our key financial stakeholders, including TPG and Ares Capital, who are committed to the business and ensuring our financial stability. As you may know, TPG is a \$300 billion asset manager with experience in our industry. I'm pleased to update you that TPG has agreed to invest at least \$150 million of new capital into our business and strengthen our long-term financial position. Priority Waste intends to deploy this capital to position ourselves for success and bolster our ability to continue providing premier service to our customers on a long-term basis, including by funding truck purchases and our Indian Summer recycling center.

Once the transaction is effectuated, there will be a change in our ownership structure, though our services to you will continue uninterrupted. TPG, which will be our primary equity owner at the close of the transaction, is a long-time lender and partner to our team. They know our leaders, business, and operations well. With TPG's deep knowledge of the waste and environmental services business, we will have a partner who understands the unique needs of municipal customers and is committed to helping us be an industry leader. Our leadership team will continue to work with you just as we have, and we expect there to be no impact to our operations as a result of the agreement, transaction, and change in the ownership structure.

We are reaching out to seek your support and consent related to this change in our ownership structure. Attached is a written consent form that we ask you to review and return. This type of consent is a routine and customary part of transactions like this one. We don't anticipate any changes to the terms or scope of our agreements with you, and we are committed to making this as straightforward and seamless as possible by working closely with you every step of the way.

Our focus remains on our commitment to delivering the highest quality services for our customers and the communities we serve. We will continue to provide updates as there is information to share.

We appreciate your continued support of Priority Waste.

Brett Quitiquit

Municipal Relations Manager



Consent to Change of Control

Priority wishes to inform you that it has entered into a transaction pursuant to which TPG, a global asset manager with over \$300 billion in assets under management on behalf of pension funds, corporations, foundations, sovereign wealth funds, and individual investors, will acquire a controlling equity interest in Priority (the "Transaction").

The Transaction constitutes a change of control at the equity ownership level of Priority. Importantly:

- Priority Waste LLC will remain the contracting party under the Agreement
- There will be no assignment of the Agreement to a different operating entity
- All services will continue to be provided by Priority without interruption

Following the closing of the Transaction:

- Priority will continue to perform all obligations under the Agreement
- There will be no change to Priority's service standards or operational commitments
- All existing terms and conditions of the Agreement will remain in full force and effect

To the extent that the Agreement requires notice and/or consent for a change of control, we respectfully request that you:

1. Acknowledge and consent to the Transaction; and
2. Confirm that such change of control does not constitute a default or termination event under the Agreement

By providing such consent, you agree that:

- The Transaction is permitted under the Agreement
- No additional approvals, notices, or waiting periods are required under your Agreement
- The Agreement shall continue uninterrupted following the closing of the Transaction

For the avoidance of doubt:

- This Transaction does not constitute an assignment of the Agreement
- The Agreement remains unchanged except for the indirect change in ownership of Priority
- All of your rights and obligations under the Agreement remain fully enforceable

Your consent will become effective as of the closing date of the Transaction.

We appreciate your continued partnership and are confident that this Transaction will further strengthen Priority's ability to deliver high-quality service.



If you have any questions, please contact Sam Caramagno, VP of Municipal Relations, 734-812-5732, scaramagno@prioritywaste.com.

Very truly yours,

Priority Waste LLC

By: _____

Name: Vincent Hoyumpa

Title: Interim Chief Executive Officer

Date:

AGREED AND CONSENTED TO:

City of Swartz Creek

By: _____

Name:

Title:

Date:

AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT

Between
CITY OF SWARTZ CREEK
And
CITY CLERK, JACQUELINE FORREST

This Labor Agreement ("Agreement") is made this ____ day of April, 2026, between the City of Swartz Creek, a Michigan Municipal Corporation, hereinafter referred to as the "Employer" or the "City" and the Jacqueline Forrest, hereinafter referred to as the "Clerk."

WHEREAS, section 4.2 of the City Charter provides that the appointive office of Clerk shall be filled by the City Manager with approval of the City Council; and

WHEREAS, section 7.3 of the City Charter provides for the fundamental duties of the Clerk; and

WHEREAS, Many terms and conditions of employment that were previously included in prior versions of this employment agreement are now provided for as general employment terms and conditions within the Personnel Policies Manual, as amended from time to time; and

WHEREAS, Jacqueline Forrest and the City have come to an agreement on specific terms and conditions regarding the City's appointment of her to the office of City Clerk.

NOW, THEREFORE, the City and the Clerk hereby agree to the following:

SECTION NO. 1 - HEADINGS

The headings used in this agreement neither add to, nor subtract from, the meaning of the text of this agreement, but are for reference only.

SECTION NO. 2 - PURPOSE AND INTENT

The purpose of this agreement is to set forth terms and conditions of employment of the Clerk, and to promote orderly and productive labor relations between the Employer and the Clerk. Clerk agrees and understands that their employment is on an at-will basis and that nothing contained in this Agreement will be construed to alter their status as an at-will employee. Clerk's employment may be terminated by the Clerk or Employer at any time.

SECTION NO. 3 - ACKNOWLEDGEMENTS

The City, acting by and through its City Council, and the Clerk hereby acknowledges the appointment of Jacqueline Forrest to the position of the City Clerk, including the related accumulated years of service, vesting of benefits, and other employment attributes herein conditioned upon accumulated years of service or initial employment date with the City. The Clerk acknowledges the management rights of the City and agrees to abide by the Personnel Policies Manual of the City, as modified from time to time. The City and Clerk agree that, when

a conflict between the Personnel Policies Manual and this Agreement exists, this Agreement shall apply to the extent that it is permissible by state, federal and local law.

SECTION NO. 4 - CHARTER REQUIREMENTS

The Clerk acknowledges that she is familiar with the City Charter, Personnel Policies Manual of the City, and that she has reviewed the provisions thereof, particularly those which describe the powers, functions, duties and responsibilities of the Clerk, which are fully described in Exhibit A below, and further acknowledges that she is capable of complying with such Charter requirements as to the exercise of such powers, functions and duties and agrees to do so.

SECTION NO. 5 - SALARY

The Clerk shall receive a salary of Sixty Thousand Dollars (\$60,000) per year. Effective July 1, 2026, and annually on July 1 thereafter, the salary shall increase by the greater of: (a) the State of Michigan Department of Treasury Property Tax Inflationary Adjustment Factor, capped at 5%, or (b) 2%, unless otherwise provided herein or adjusted by the City Council.

Upon completion of one year of service, the Clerk shall receive an additional Five Thousand Dollars (\$5,000) in annual salary. Upon successful completion of the three-year Michigan Association of Municipal Clerks certification program, the Clerk shall receive an additional Five Thousand Dollars (\$5,000) in annual salary.

All salary shall be paid in the same manner as other employees.

SECTION NO. 6 - COMPENSATORY TIME/OVERTIME

The City Clerk shall be entitled to compensatory time.

SECTION NO. 7 - PROFESSIONAL MEMBERSHIPS & FEES

The Clerk shall pursue and maintain credentials for MiPMC (or equivalent) as quickly as is practical. The Employer agrees to pay annual membership fees and training expenses for Clerk that are required, common, or customary to the job of a Michigan municipal Clerk.

SECTION NO. 8 - SEVERABILITY

All agreement and covenants contained herein are severable and, if any of them are held to be invalid by a court of competent jurisdiction, such ruling shall not invalidate this agreement, and each provision of this agreement, including the termination and severance pay provisions, shall be interpreted as if such invalid agreement or covenants were not contained therein.

SECTION NO. 9 - REPRESENTATIONS

The Clerk hereby represents to the City that she is of sound moral character and that she has never been convicted of any crime, whether felony or misdemeanor, excluding minor traffic offenses, and that she has not been determined in any legal or other professional proceeding

to be responsible for any act of moral turpitude. The City hereby relies on those representations and conditions this agreement thereon. The Clerk will execute any waivers or releases necessary to allow the City to conduct a background check to verify these representations of the Clerk. If, as a result of said background check, the City acquires any information indicating that any such representations by the Clerk are untrue, it shall provide such information to the Clerk forthwith, who shall have a reasonable opportunity to respond to such information. If the City then finds that the Clerk made any such representations knowing same to be untrue, it may terminate this agreement forthwith and such termination may, in the sole discretion of the City, be deemed to be a discharge for cause.

SECTION NO. 10 – BINDING EFFECT

This agreement will be governed by and construed in accordance with the internal laws of the State of Michigan, without regard to any choice of law principles which would require the application of the law of any other jurisdiction. This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

(Signature Page to Follow)

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed on the date and year first above written.

CITY OF SWARTZ CREEK
A Michigan Municipal Corporation

JACQUELINE FORREST
City Clerk

By _____
Nate Henry, Mayor

By _____
Jacqueline Forrest, City Clerk

By _____
Amy Nichols, City Clerk

APPROVED AS TO FORM:
Chris Stritmatter
City Attorney

Appendix “A”

JOB DESCRIPTION

FLSA: Exempt

DEPARTMENT: City Clerk

GENERAL STATEMENT OF DUTIES: Serves as Clerk to the City Council, all boards, commission and committees. Is responsible for the proper administration of elections and the voting process as set forth in the City Charter. Coordinates and directs the maintenance of city records, issuance of licenses. Performs duties related to payroll and human resources, customer service, grant administration and high level administrative support for boards, commission and committees. Oversees the performance of the functions assigned to the finance officer under the City Charter.

SUPERVISION RECEIVED: Works under the general direction of City Manager or designee.

SUPERVISION EXERCISED: Supervises the administration of Elections. As needed, or as directed by the City Manager, may provide general and technical direction and supervision to the Administrative Assistant Position's and part-time office staff.

EXAMPLES OF WORK PERFORMED: The following tasks are typical examples of the work performed by an employee holding this position. The list is not all inclusive and does not include all of the tasks relevant to this position. The Clerk shall oversee, delegate, perform and administer all duties as set forth in the City Charter, including, but not limited to:

1. Serves as Clerk to the City Council and boards and commissions. Prepares and/or distributes agendas, attends meetings, records and prepares meeting minutes.
2. Prepares and edits resolutions, proclamations, ordinances and other documents.
3. Onboard new employees and officials.
4. Serves as Election Administrator, administers elections consistent with federal, state and local laws. Publishes notices, issues absentee ballots and forwards required documentation to County, State and other organizations as required.
5. Prepare/post and publishes notices of public hearings, ordinances, and related matters.
6. Attends or oversees the attendance by a Deputy Clerk (if available) of meetings held by the City Council, prepares notes of the meeting and preparation of official minutes.
7. Maintain, index and file all official records of the City and Council, including meeting minutes, resolutions, policies, ordinances, contracts, claims, insurance policies, equipment, boundaries and similar actions. Maintains official files according to established retention policies and disposal schedules.
8. Coordinate Council member, official, and staff travel.
9. Coordinate Board of Review for the contract Assessor.
10. Act as liaison for contracted Information Technology services and oversee related IT equipment/service procurement.
11. May act as information officer and/or digital content maintenance coordinator.
12. Maintain burial register for the City Cemetery.
13. Performs functions related to Human Resources record management, including liaison and record management duties related to official employee files, insurance, workmen's compensation and other employee benefit coordination.

14. Assist auditors by providing data and by responding to inquiries in the course of an audit.
15. Provide for routine financial and procedural checks and balances as required by auditors.
16. Attend job related training courses and seminars.
17. Perform related duties as assigned.

REQUIRED KNOWLEDGE, ABILITIES, AND SKILLS:

- Working knowledge of state election laws and procedures.
- Working knowledge of Qualified Voter System.
- Working knowledge of word processing, spreadsheet and database programs (Microsoft Word, Excel, Access, and BS&A applications).
- Working knowledge of record keeping and filing systems.
- Ability to operate standard office equipment, including word processor, copier and telephone system.
- Ability to communicate clearly and effectively, orally and in writing, with co-workers, supervisors and the general public.
- Ability to write reports and correspondence.
- Ability to understand and follow complex oral and written instructions.
- Ability to operate a keyboard, copier and other office equipment, lift loads of up to 25 pounds, sit for prolonged periods of time, hear verbal communications on the phone and in an office environment, read and manipulate written text.
- Knowledge of policies and procedures specific to the Clerk's office, with working knowledge of human resources administration practices strongly preferred.
- Ability to handle highly sensitive and confidential information with complete discretion.
- Ability to critically assess situations and solve problems, communicate effectively in normal or contentious situations, and work well under stress and within deadlines.
- Ability to establish and maintain effective working relationships with employees, supervisors, City officials, other professionals, and the general public.
- Ability to attend meetings outside of normal business hours and work very long hours during elections or as needed.

MINIMUM QUALIFICATIONS:

- A high school diploma (GED), along with a combination of education and experience substantially equivalent to an Associate's Degree in Business Administration or closely related field. A Baccalaureate Degree is desirable. Previous experience managing or supervising others is preferred.
- Certification as a Municipal Clerk or the ability to complete certification within three years.
- Certification as an Election Official, or the ability to attain certification within a reasonable time period, as required by State of Michigan.
- Certification as a Notary Public or the ability to attain certification within a reasonable time.
- Three or more years of experience in a related setting, preferably including elections experience, previous experience managing or supervising others is strongly preferred.

Approved:

Adam Zettel, City Manager

Date